

Location:



WASHOE COUNTY COMMISSION CHAMBERS
1001 E. 9TH Street, Bldg. A, Reno
Date/Time: 9:00 A.M. - Friday, December 16, 2022

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA**

- I. The Washoe County Commission Chamber is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. Members of the public may attend the meeting via Zoom by registering at https://us02web.zoom.us/webinar/register/WN_oRDpopXZRnqVlxM86qYnmA. Registered persons will receive an email from Zoom with a link to the meeting and instructions on how to join the meeting. Registered persons should follow the instructions from Zoom to join the meeting. Registered persons can participate by telephone or video via Zoom. To provide public comment during the meeting via Zoom, please make sure your computer or device has a working microphone. Use the "Chat" feature to submit a request to make a comment. When the time comes to make public comments, you will be invited to speak.
- III. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, and on the Washoe Channel at: www.washoecounty.us/mgrsoff/Communications/wctv-live.php
- IV. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- V. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- VI. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
 - 1.3.1. Proclamation - Recognizing Bob Lucey for his effects as former RTC Vice Chair and RTC Chair.
 - 1.3.2. Recognition of Security Officer Joseph McGuire for his efforts on December 11, 2022 at Centennial Plaza
 - 1.3.3. Congratulations to Keolis Driver of the Month - Ms. Bertha "Renee" Dunlap
 - 1.3.4. Congratulations to MTM Driver of the Month - Mr. Burl Carl

- 2. Public Comment:** *Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners.*

3. Approval of Agenda (For Possible Action)

4. Consent Items (For Possible Action)

4.1. Minutes

- 4.1.1. Approve 11/17/2022 Draft Meeting Minutes. (For Possible Action)

4.2. Reports

- 4.2.1. Acknowledge receipt of the monthly Procurement Activity report. (For Possible Action)
- 4.2.2. Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.3. Acknowledge receipt of the monthly Activity Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.4. Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.5. Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)

4.3. Planning Department

- 4.3.1. Approve a contract with Wood Rodgers, Inc., for planning and engineering consulting services on the South Virginia Street Transit Oriented Development Study, in an amount not-to-exceed \$373,880.00. (For Possible Action)

4.4. Engineering Department

- 4.4.1. Approve contract with JUB Engineers, Inc., for design services and engineering during construction for the 2023 Corrective Maintenance project, in an amount not-to-exceed \$297,800.00. (For Possible Action)
- 4.4.2. Authorize a request for proposals for environmental services, final design, and engineering services for the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project. (For Possible Action)
- 4.4.3. Approve a contract with HDR, Inc., for right-of-way services for the Mill Street Capacity and Safety Project, in an amount not-to-exceed \$1,164,878. (For Possible Action)

4.5. Public transportation/Operations Department

- 4.5.1. Approve the purchase of services from Vontas for migrating RTC's OnTransit CAD/AVL application to the cloud-based version, in an amount not-to-exceed \$175,000. (For Possible Action)

5. Public Hearing

- 5.1. Conduct a public hearing regarding approval of Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 4 to the RTIP. (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Discussion Items and Presentations

- 6.1. Receive a report on the FY 2022 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorize staff to submit the document to the Nevada Department of Taxation. (For Possible Action)
- 6.2. Approve the RTC federal priorities and provide direction accordingly. (For Possible Action)

7. Reports

- 7.1. Executive Director Report. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken on this item.
- 7.2. Federal Report. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken on this item.
- 7.3. NDOT Report. Monthly verbal update/messages from NDOT Director, Kristina Swallow - no action will be taken on this item.

8. Commissioner Announcements and Updates: *Announcements and updates to include requests for information or topics for future agendas. No deliberation or action will take place on this item.*

9. Public Comment: *Public comment taken under this item may pertain to matters both on and off the agenda. The Chair may take public comment on a particular item on the agenda at the time it is discussed. Comments are to be made to the Board as a whole and not to individual commissioners.*

10. Adjournment

Posting locations: RTC, 1105 Terminal Way, Reno, NV, RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Michelle Kraus, RTC Clerk of the Board

RECOMMENDED ACTION

Approve the 11/17/2022 draft meeting minutes.

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

THURSDAY

9:00 A.M.

November 17, 2022

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair (Via Microsoft Teams)
Vaughn Hartung, Washoe County Commissioner, Vice Chair
Hillary Schieve, Mayor of Reno (Via Microsoft Teams)
Devon Reese, Reno City Council Member (Via Telephone)
Alexis Hill, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Darin Tedford, Deputy Director of NDOT**

The regular monthly meeting, held in the Chambers of the Washoe County Commission, 1001 E. 9th Street, Reno, Nevada, was called to order by Vice Chair Hartung. The Board conducted the following business:

Due to technical difficulties Recess was held from 9:06 a.m. to 9:19 a.m.

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Special Recognitions
 - 1.3.1 Congratulations to Keolis Driver of the Month - Ms. Jessica Ruano
 - 1.3.2 Congratulations to MTM Employee of the Month – Ms. Maggie Underwood

Item 2 PUBLIC INPUT

Vice Chair Hartung opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Ms. Dora Martinez, local resident with the Nevada Reciprocal Action Coalition provided public comment on the RTC ACCESS Line and difficulties getting through to Customer Service to get status of her ACCESS rides, as she is blind. She would also like there to be a tactile version of the Arlington Avenue Bridges project available for the blind.

There being no one else wishing to speak, the Vice Chair Hartung closed public input.

Recess was taken at 9:20 a.m. for pictures with the Keolis and MTM Employees of the month. Recess was extended to 9:45 a.m. due to continued technical difficulties, which were finally resolved and the meeting proceeded with a full quorum.

Item 3 APPROVAL OF AGENDA

On motion of Commissioner Hill, seconded by Mayor Schieve, which motion unanimously carried, Vice Chair Hartung ordered that the agenda for this meeting be approved.

Items 4.1 thru 4.5 CONSENT ITEMS

4.1 Minutes

4.1.1. Approve 10/21/22 Draft Meeting Minutes *(For Possible Action)*

4.2. Reports

4.2.1. Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*

4.2.2. Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*

4.2.3. Acknowledge receipt of the monthly Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees Report *(For Possible Action)*

4.2.4. Acknowledge receipt of the monthly Public Transportation and Operations Report *(For Possible Action)*

4.2.5. Acknowledge receipt of the monthly Engineering Activity Report. *(For Possible Action)*

4.3. Engineering Department

4.3.1. Acknowledge receipt of a report regarding the Arlington Avenue Bridges Replacement project. *(For Possible Action)*

4.3.2. Approve a contract with JUB Engineers, Inc., to provide design services and engineering during construction for the 2023 Corrective Maintenance project in an amount not to exceed \$267,800. *(For Possible Action)*

4.3.3. Approve a contract with Farr West Engineering for design and engineering during construction for Selmi Drive Rehabilitation project in an amount not to exceed \$390,674. *(For Possible Action)*

4.3.4. Approve a contract with Lumos and Associates, Inc., to provide design services and optional engineering during construction for the Raleigh Heights Rehabilitation project in an amount not to exceed \$688,140. *(For Possible Action)*

4.3.5. Authorize a request for proposals for environmental services, permitting assistance, design, and engineering services for the Sierra Street Bridge Replacement project. *(For Possible Action)*

4.3.6. Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2023 Preventive Maintenance project in an amount not to exceed \$927,490. *(For Possible Action)*

4.3.7. Approve Amendment No. 3 to the professional services agreement with Stantec Consulting Services, Inc., for final design and engineering during construction services on the Oddie/Wells Boulevard Project, in the amount of \$54,370, for a new total not-to-exceed amount of \$1,797,862. *(For Possible Action)*

4.4. Public transportation/Operations Department

- 4.4.1. Approve the purchase of the CrewOpt Module for RTC's HASTUS transit planning and scheduling application for an amount not to exceed \$122,455. *(For Possible Action)*
- 4.4.2. Approve the following contracts with Air Products and Chemicals, Inc., to implement the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project: (1) Sale of Equipment Contract to build the hydrogen fueling station to refuel hydrogen fuel cell buses at RTC's 1301 East 6th Street facility in an amount not to exceed \$4,945,000; (2) Maintenance Service Agreement to provide routine maintenance services at no cost with respect to the equipment; and (3) Hydrogen Supply Agreement to purchase gaseous hydrogen for RTC activities with respect to hydrogen fueling at 1301 East Sixth Street for 60 months at a rate of \$4,500 per month not to exceed \$270,000. *(For Possible Action)*

4.5. Executive, Administrative and Finance Department

- 4.5.1. Approve contract with Trifox, LLC for Certified Payroll, Prevailing Wage, Apprenticeship Utilization Act, and Davis Bacon Compliance January 1, 2023 through December 31, 2026. *(For Possible Action)*

Commissioner Hill commented on Item 4.3.1, with regard to the public commenter, we need to be sure we do provide a tactile version for this item for the public.

Mayor Schieve added that the sound prompts at the lights also need to be louder.

E.D. Thomas will provide under Director's Announcements or directly to the Board members, on exactly how our system works and if there is some action needed on a future Agenda, we will make sure that is done.

On motion of Commissioner Hill, seconded by Commissioner Reese, which motion carried unanimously, Vice Chair Hartung ordered that Consent Items 4.1 through 4.5 be approved.

Item 5.1 DISCUSSION ITEMS AND PRESENTATIONS

5.1. Acknowledge receipt of a report regarding the Critical Urban Freight Corridor (CUFC) designation in Washoe County. *(For Possible Action)*

Dan Doenges, Director of Planning made a presentation to the Board to provide information and receive feedback on the FHWA, as part of the National Highway Freight Network, called Critical Urban Freight Corridors. What this includes is public roads and urbanized areas which provide access and connection to the primary highway freight system and the Interstate.

To summarize, these are roadways in urbanized areas that serve as connectors to the National Highway Network to move freight and goods. We as the MPO, and NDOT are working together to coordinate and identify roadways in the urbanized areas that we want to assign this designation.

Vice Chair Hartung asked if Pyramid Highway was on the list, as there is a good amount of industrial and commercial out on that highway?

Dan Doenges said Pyramid Highway is included from Sparks Boulevard down to McCarran Boulevard.

Vice Chair Hartung noted that Pyramid's designation needs to be extended north to the end of the Valley where there are two active aggregate pits, a very large industrial park and two other new industrial parks slated for the east and west sides of the Highway.

Dan Doenges will make a note of that, and stated this is really why we are bringing it to you, to hear your input. Also, the data that was collected was specific to 16 wheelers, so basically the heavy freight truck traffic. We will take all of this into consideration and add these parks to the list.

Commissioner Hill noted she did not see roads included on I-80 West in Verdi area. She will get Mr. Doenges a list of specific roads in the area that are impacted.

As this is a motion of receipt and there is no public comment, we will take action on this item.

On motion of Commissioner Hill to include the comments made by the Board, seconded by Chair Lawson, which motion carried unanimously, Vice Chair Hartung ordered that receipt of the report be acknowledged.

Items 6.1 thru 6.3 REPORTS

6.1 RTC Executive Director Report

I want to start my comments by apologizing to the Board and to the Public. This was certainly not the way we expected this meeting to go, but we understand that we need to work to improve these technologies, and be in a better place for the inevitable situations where we have to pivot, so I apologize to everyone.

1. I would like to welcome Devon Reese and Alexis Hill as full-time RTC board members. We had a chance to give both of them a tour of centennial plaza and some of our road projects. They also met with our directors who gave them a briefing about how our organization operates. We hope this information will help them hit the ground running in this new role.
2. Please join me in formally welcoming Michelle Kraus as our new clerk of the board. Michelle is the finance and legal administrative coordinator. Michelle takes over for Denise Thompson. Denise has served as clerk to the board for nearly 15 years. She has been very dedicated to her job and we wish her the best in her new position as procurement and contracts analyst.
3. Congratulations to Ruby Barrientos and Mark Schlador! Ruby was promoted to paratransit eligibility and mobility specialist. She will work in our mobility center at centennial plaza, starting Monday. Mark was promoted to facilities and fleet maintenance manager. Along with many of his current duties, some of his new responsibilities include vehicle

purchasing, audits, inspections, monitoring contracted maintenance programs and repairs, and fueling stations.

4. The RTC is helping people in need, this holiday season. Once again, we are going to stuff a bus with food items. On December 8th, we will park a bus at Sam's club on Kietzke lane. That's where we will collect non-perishable food items. The RTC will deliver the food to the food bank of northern Nevada at the 2 news share your Christmas food drive.
5. Discussions are underway about the possibility of expanding passenger rail service from the bay area and Sacramento to Reno-Tahoe area. The placer county transportation planning agency and Caltrans are conducting a survey – to see how interested the community is. The short survey is on the RTC Facebook page and in our Enews report. Participants will enter into a drawing for a weekend stay, here in the Reno-Tahoe area.
6. The McCarran study draft recommendations are ready for community review and input. This is a great opportunity for the community to give us their thoughts. You can the results on our website. Feel free to send comments to mccarranstudy@rtcwashoe.com
7. The RTC provided free transit to everyone on election day and veterans day. These two days provided a great opportunity to provide transportation to the public – and introduce this valuable service to many others.
8. Finally, I would like to take a moment to remember former Sparks City Councilman John Mayer. John passed away this week, but he had a huge impact on Sparks and our Region. He served on the RTC Board and had a direct influence on how our community advanced as far as the roadway network. Our thoughts and prayers are with his family and friends during this difficult time and we wanted to acknowledge and appreciate what he did for us at RTC.

Vice Chair Hartung said he knew Mr. Mayer very well and he wanted to thank E.D. Thomas for acknowledging him. At this time, I would like to pause us for a moment of silence for John Mayer. Our heartfelt condolences go out to his family and friends for this loss.

6.2 RTC Federal Report

A written report is included in the agenda packet for this meeting.

Mr. Paul Nelson, RTC Government Affairs Manager, addressed the Board and noted that the RTC was submitting its Smart Grant application today. We are asking for more than \$1.1 billion that will go towards construction and implementation funding. This money will improve technology along the Sparks Intelligent Corridors project. It is expected to reduce travel times and delays, improve construction work safety and reduce crashes by 44% and congestion by 14-20%. Congress has until December 16th to agree on a spending bill for the Fiscal Year and avoid a government shutdown.

Vice Chair Hartung asked if there were any questions for Mr. Nelson. Also, if there were any questions for E.D. Thomas, as he did not ask earlier. There were no questions.

6.3 NDOT Director Report

NDOT Deputy Director Darin Tedford gave a presentation and spoke on the following topics:

Traffic Safety – which included:

- Washoe County Traffic Safety
- Unrestrained Drivers and Passengers
- Winter Weather Conditions and Safety
- Closed circuit cameras for detection that have pan and tilt/zoom capabilities
- Combatting Wrong-Way Driver Crashes

He then provided updates on US 50 East Shore Corridor Study, NDOT Data Driven Approach Implementing WWD Countermeasures, and the SBX Project.

Upon conclusion of Mr. Tedford's report, Vice Chair Hartung asked if the Commissioners had any questions.

Mayor Schieve asked how many Wrong Way Driver Systems are you going to put in place up here? She also asked how they choose or decide where they go? Is it based upon incidents or how busy the routes are, how do you decide? Also, how long has this infrastructure and technology been around? Do you have any statistics on how effective these systems are? Where does the money come from?

Mr. Tedford said he will get the Board a count of where we have them right now and what the plans are for the future. If prior incidents have happened, that is a signal that something needs to be done. By volume, the percentages increase if there are more cars, the likelihood that this could happen is higher. We brought this technology to the State as a pilot project in 2016 and special permission from the FHWA was required. We track all of the crash data, we don't track citation data, where if the State Police have given a citation for a wrong way driver, but since we have the cameras and tracking the number I have is turning around 147 of 189 wrong way drivers, a 78% correction. Typically, we have money that comes from the Feds that is required to be spent on safety. When we talk about our federal obligation or the amount of money we can get from the Feds for spending on our roads, that is specific money we would spend, but we also have additional money that we can spend on it that is part of our prioritization project and our One Nevada Plan has safety as are first and important goal. We have multiple funding sources.

Vice Chair Hartung asked about day light savings time and if we see more incidents when day light savings is instituted both in the spring and the fall? Are the Wrong Way Devices expensive?

Mr. Tedford stated we don't have the specific data for crashes during the couple of weeks after either of the time changes, we just have the timing of whether it is dusk or dawn throughout the year for reduced visibility. I put a system in as a stand-alone project, it's about \$2,000,000 for an interchange and that would be a good estimate going forward.

Vice Chair Hartung asked if there is a less expensive solution that is operated with solar, that doesn't necessarily have cameras, but does record when the system goes off.

Mr. Tedford said we are looking at solar for all kinds of our lighting, but the least expensive solution is putting signs in that say Wrong Way, but don't flash or trigger, which we have several of those in place now.

Vice Chair Hartung commended Mr. Tedford on the Highway 50 Tahoe East Shore Corridor Study and would love to see the exact same study done on Pyramid Highway.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Mayor Lawson thanked everyone for the accommodations today and thanked Vice Chair Hartung for running the meeting.

Mayor Schieve would like to look at dates that we can do some visionary planning of what we want to see in the future, since there are three new members on our Board. Also, in looking at technology for our Bus App, making it more communication friendly.

Commissioner Devon Reese agreed that technology was very important for improving communication. I am excited and looking forward to working with each of you on complete streets, hypermobility, and all of our projects.

Commissioner Hill would like to get an update on the Incline Village Connection from Reno to Tahoe that we ran two seasons ago. I'd like to get an understanding of where we are with that program and what we're looking to do in the future. I wanted to say thank you to the RTC Staff who came to the Incline Village Crystal Bay Transportation Summit last night. They brought up a van for the Ride Share for employees. The Hyatt is going to be doing four vans and that connection was made with your incredible staff. I want to thank Paul Nelson, James Gee and Scott Miklos for coming up and spending their time in Incline. I'm really excited about this collaboration.

Vice Chair Hartung, this is up to the Chair, but I think it would be good to put a strategic workshop on the Agenda for some time in January. I also agree that whatever we decide to do, if we need to make some kind of a purchase or make an accommodation for these kinds of meetings, so the technology is easy to deal with, let's do it. It is imperative that we can all call in and access these meetings and participate easily and legally.

Vice Chair Hartung asked E.D. Thomas if we could look into landscaping two roundabouts at Eagles Landing Shopping Center and the southwest corner of Eagle Canyon and Pyramid. I'm happy to put my funds into landscaping that area, but it has to be done, as they have made numerous requests over the years, citizens, businesses, etc. Let's have a conversation off line what the strategy might be or if there are any possibilities at all.

Mayor Schieve had one more question, how do you prefer that we recommend agenda items?

E.D. Thomas has had conversations with the Chair about the running of our meetings, what is the priority and how do we become most effective, but responsive and transparent. We have tentatively planned a time in early February for the Board to meet for a workshop and discuss visioning and these types of questions.

Chair Lawson stated that we are going to look at the way we run our meetings and figure out how we can be more efficient and still get the work done and be as transparent as possible. So, if you have a suggestion, please feel free to share.

Item 8 PUBLIC INPUT

Vice Chair Hartung opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

There being no one wishing to speak, the Vice Chair closed public input.

Item 11 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:43 a.m.

ED LAWSON, Chair
Regional Transportation Commission

****Copies of all presentations are available by contacting Michelle Kraus at mkraus@rtcwashoe.com.**



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Christian Schonlau, Director of Finance/CFO

RECOMMENDED ACTION

Acknowledge receipt of the monthly Procurement Activity report. (For Possible Action)

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT A

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Sutro Street and Enterprise Road Rehabilitation	December 1, 2022
Bus Stop Improvements and Connectivity Program-Phase 4	December 8, 2022
4 th Street Reconstruction	December 14, 2022

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Bus Air Disinfection System	December 12, 2022
Keystone Bridge Rehabilitation	December 16, 2022

REPORT ON INVITATION FOR BID (IFB) AWARDS

Per NRS 332, NRS 338 and RTC's Management Policy P-13 "Purchasing," the Executive Director has authority to negotiate and execute a contract with the lowest responsive and responsible bidder on an Invitation for Bid (IFB) without Commission approval.

Project	Contractor	Award Date	Contract Amount
N/A			

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

Per RTC's Management Policy P-13 Executive Director has authority to approve contracts greater than \$25,000 and less than (or equal to) \$100,000.

Project	Contractor	Contract Amount
N/A		

CHANGE ORDERS AND CONTRACT AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S RTC'S P-13 PURCHASING POLICY AUTHORITY

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
N/A					



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Dale Keller, Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: Bids for construction of phase 4 of the program were opened on December 8.</i>	

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: Thirty percent (30%) design plans are produced. Additional traffic analysis of the downtown road network supports the efforts of City of Reno to complete The Downtown PlaceMaking Study. Once the final report is published, final scope and design will be completed.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

South Virginia Street & I-580 Exit 29 Capacity & Safety	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/
<i>Status: Wood Rodgers, Inc., is the consultant selected from the qualified list and the agreement was awarded in May 2022. Ongoing coordination with NDOT and City of Reno. 60% design plans are expected by the first quarter of 2023. Construction is tentatively scheduled for fiscal year 2025 (summer 2024).</i>	

Sparks Boulevard	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	SparksBLVDproject.com.
<i>Status: South Phase: Installation of electrical items including fiber interconnect, signal heads and cameras, as well as final striping (weather permitting) will continue in December. Construction is anticipated to reach completion by the end of 2022.</i>	
<i>North Phase: Review and finalization of the technical reports and documents associated with Environmental Assessment for the North Phase will be complete by the end of the year. Final design of the project is advancing. Utility relocations are being evaluated to ensure project improvements are not in conflict. A public meeting will be planned for early 2023 to review the findings within the Environmental Assessment.</i>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The project team is reviewing the 90% design plans. The right-of-way acquisition process is ongoing. Construction is anticipated to start by spring of 2023.</i>	

Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: Signal timing on Damonte Ranch Parkway is complete. Additional timing plans are being reviewed for weekday and weekend plans.</i>	

Traffic Engineering (TE) Spot 10 – South	
Doug Maloy, Engineering Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Utility work is nearly complete. Remaining utility work will occur weather permitting over the next few months. The roundabout construction will begin next spring.</i>	

Traffic Management – ITS Phase 4	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: Titan Electrical Contracting continues construction of improvements on Prater Way between Pyramid Way and Sparks City Hall.</i>	

Traffic Signal Installations 22-01	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: Titan Electrical Contracting continues underground work for the traffic signal at South Meadows Parkway and Wilbur May Parkway through December 2022.</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: The project is in the 90% design stage. Right-of-way acquisition is ongoing.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlinton-avenue-bridges-project/
<i>Status: The design team is moving towards 60% design and addressing agency comments received. Coordination with utility companies is on-going. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues.</i>	
Lemmon Drive	
Amanda Callegari, Segment 2 Project Manager	Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 2 – The project team completed 30% design for the natural berm alignment selected during the alternatives analysis. A Request for Proposals (RFP) for environmental services and final design is on the December Board Meeting for possible action.</i>	
Mill Street Capacity & Safety (Kietzke Lane to Terminal Way)	
Kim Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/
<i>Status: The design team is working toward 70% design submittal to be able to set right-of-way for the project. Coordination with utility companies is on-going. Outreach with adjacent business owners continues. A Professional Services Agreement (PSA) for Right-Of-Way services is on the December Board Meeting for consent.</i>	
Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: Paving has been completed within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks). A seasonal winter shutdown is in place; however some shoulder and miscellaneous work is being performed until construction activities are resumed next March 2023 (weather permitting) within the limits of Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno) and Phase 3 (Silverada Boulevard to Sutro Street in Reno). Overall construction, including the remaining phases, is anticipated to continue over the next construction seasons and be complete by the third quarter of 2024.</i>	
Sky Vista Parkway Widening Rehabilitation	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: Spanish Springs Construction is completing earthwork, retaining walls, and underground utility work along the north side of Sky Vista Parkway. Public outreach efforts continue to develop as the team works on a roundabout education campaign tailored to the project area.</i>	

Truckee River Shared Use Path	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse.</i>	

PAVEMENT PRESERVATION PROJECTS

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: The team will begin the bidding process in December. Construction is anticipated to start in April 2022.</i>	

Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: The design team is working toward 100% plans, coordinating with adjacent developers, and submitting an NDOT permit. Right-of-way easement acquisition process is underway. Beginning of construction is anticipated for late Spring 2023.</i>	

Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/
<i>Status: Wood Rodgers has completed final design, which is currently under review. A final construction package will be ready to bid by February 2023 with construction starting in the Spring.</i>	

Peckham Lane Rehabilitation	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/peckham-lane/
<i>Status: Construction reached substantial completion in November.</i>	

Sutro Street & Enterprise Road Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Construction contract was awarded to Sierra Nevada Construction (SNC) and construction is expected to start in spring 2023.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: Work during the last reporting period continued coordinating preliminary design elements associated with the project; specifically refining the preliminary site layout to ensure future electric vehicle charging infrastructure is accounting for current technologies.</i>	

Peppermill BRT Station	
Scott Gibson, Project Manager	
<i>Status: The project advertised bids for construction and Q&D Construction was awarded the contract. The project is expected to be constructed in early 2023.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
N/A			

CONTRACTS UP TO \$100,000

None



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Dan Doenges, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of the monthly Activity Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

BACKGROUND AND DISCUSSION

The RTC has three advisory committees that provide input on a wide range of policy and planning issues as well as key planning documents and the RTC Budget. The committees include:

- The Citizens Multimodal Advisory Committee (CMAC), which includes three individuals who use RTC RIDE, two individuals who use RTC ACCESS, five individuals who represent bicyclists/pedestrians, and five individuals who represent general multimodal transportation. The RTC Board approves appointments to this advisory committee.
- The Technical Advisory Committee (TAC), which includes local public works directors, community development directors, and staff from other key agencies.
- The Regional Road Impact Fee Technical Advisory Committee (RRIF TAC), which was created to oversee and advise the local governments regarding land use classification assumptions and the Capital Improvements Plan (CIP) used in the impact fee program. The RRIF TAC consists of three representatives from each local entity, two RTC representatives, and four private sector members who are appointed by the RTC Board.

The CMAC met on December 7th, 2022, and approved the proposed Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP) with a condition that Nevada Department of Transportation (NDOT) staff provide an explanation for significant cost increases on several NDOT-led projects subject to the amendment.

The TAC met on December 1st, 2022, and approved the proposed Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP). The TAC approved recommendation unconditionally, but raised similar questions as the CMAC.

There has not been a RRIF TAC meeting since the Board previously met.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous board action taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Daniel Doenges, Director of Planning

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)

BACKGROUND AND DISCUSSION

See attached for Background and Discussion.

FISCAL IMPACT

There has been no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

PLANNING STUDIES

McCarran Boulevard Corridor Study	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/
<i>Status: Public comment period is closed and comments received have been documented. General responses are being prepared. Draft report under development.</i>	

Verdi Area Multimodal Transportation Study	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/
<i>Status: The project team reviewed the analysis results and is preparing for the second project TAC meeting.</i>	

Virginia Street Transit Oriented Development (TOD) Planning Study	
Graham Dollarhide, Project Manager	https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/
<i>Status: Professional Services Agreement to December Board.</i>	

Active Transportation Plan	
Dan Doenges, Project Manager	N/A
<i>Status: Successful proposer has been selected and negotiations are underway.</i>	

ONGOING PROGRAMS

Bicycle and Pedestrian Planning	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety & facilities:</i> <ul style="list-style-type: none">• <i>Agreement for the bicycle and pedestrian count program executed and staff has developed a list of potential count locations.</i>	

Vision Zero Truckee Meadows	
James Weston, Project Manager	https://visionzerotruckeemeadows.com/
<i>Status: Meeting held on October 17, 2022</i> <ul style="list-style-type: none">• <i>Regional crash analysis underway.</i>	

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities
Lauren Ball, Project Manager
<i>Status: RTC staff conducted the following outreach activities from Nov. 9 – Dec. 31:</i>
<i>November 9 Planning Career Fair at UNR hosted by NVAPA Northern Section</i>
<i>November 9 2022 Nevada Transportation, Tourism, and Trails Summit, RTC presentation – Applying Crash Data Analyses to Improve Roadway Safety in the Truckee Meadows</i>
<i>November 9 2022 Nevada Transportation, Tourism, and Trails Summit, RTC presentation – Vision Zero Update</i>
<i>November 16 Washoe County Transportation Plan Public Meeting – RTC participation</i>
<i>November 17 APWA Northern Nevada Luncheon – Presentation about Planning Studies</i>
<i>November 23 Community Food Pantry Thanksgiving Basket Distribution - RTC Participation</i>
<i>November 29 Eddy House – Presentation about how to use public transit</i>
<i>November 30 Lakeridge Villas HOA staff meeting – McCarran Study Update</i>
<i>December 1 RTC Technical Advisory Committee (TAC) Meeting</i>
<i>December 7 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting</i>
<i>December 8 RTC Staff A Bus Holiday Food Drive for Food Bank of Northern Nevada</i>
<i>December 31 RTC FREE Safe RIDE New Year's Eve service</i>

Media Relations & Social Media
Lauren Ball, Project Manager
<i>Status: The RTC issued 6 news releases and received 5 media inquiries regarding free transit services on Election Day, pedestrian safety during the time change, free transit on Veterans Day, the Oddie Wells Project paving, transit schedule and office closures for Thanksgiving and Family Day, DRI joining RTC's ED-Pass Program, and sidewalks as part of the Sky Vista Project.</i>
<i>Social media was used to promote and provide information about the RTC Board Meeting, reminding the community to use extra caution on our roadways around the time change, the grand opening ceremony for the Sparks Veterans Memorial, free transit on Veterans Day, Oddie Wells Project paving operations, free Election Day transit, the Washoe County Tahoe Transportation Plan public meeting, encouraging transit use for the Nevada Wolf Pack games, the Veterans Day Parade, Keolis/MTM employees of the month, the University of Nevada, Reno, Infrastructure Forum, Thanksgiving transit schedules and office closure information, the ED-Pass program, and more.</i>
<i>Social media metrics for the month of November: 21,044 impressions on Facebook, Twitter, YouTube, and Instagram.</i>

Informational Materials and Video Production
Lauren Ball, Project Manager
<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about free Veterans Day transit, the Vision Zero Action Plan update, completion of the Peckham Lane Project, and LiDAR for traffic safety information.</i>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Mark Maloney, Director of Public Transportation

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

Highlights

DRI Joins RTC's ED-Pass Program – The Regional Transportation Commission (RTC) of Washoe County welcomes DRI to its ED-Pass Program. All DRI faculty, staff, and students who work on DRI's Reno campus have the opportunity to ride any of the RTC's fixed-route or FlexRIDE transit services free with their DRI ID card. DRI joins RTC's existing ED-Pass partners, the University of Nevada, Reno, and Truckee Meadows Community College. Students, faculty, and staff at these institutions can also ride free with their school ID. This program has been in place since August 2019 and has been helping to reduce regional transportation emissions and improve traffic congestion around our campuses. ED-Pass use is increasing each month. For example, in October 2022, the ED-Pass accounted for nearly 11,000 transit trips. The RTC anticipates that, as more people use the ED-Pass program, there will be better parking availability on campuses, along with better public transportation awareness and ridership.

RTC RIDE Key Highlights – November

- Released 6 trainees to operations for revenue service
- 2 driver terminations
- On November 4, Keolis provided transportation assistance to evacuate guests during a bomb threat at the Sure Stay Plus Hotel across from the Villanova location
- New Uniforms for drivers have been distributed
- 2 open Shop Supervisor positions
- Shop technicians are one position short
- Keolis hired an IT candidate, who started on November 29
- Keolis distributed Thanksgiving turkey check vouchers to its staff prior to the holiday
- Keolis staff participated in the Canadian Urban Transit Ambassador "Train the Trainer" program

Recruitment/Staffing Update**Job Postings:**

- Indeed
- CareerBuilder
- LinkedIn Recruiter: For Non-Driver Positions
- Local Unemployment Agency
- Partnership with the Reno/Sparks Chamber of Commerce

Onsite Hiring Events:

- November 2022: Saturday Hiring Event Onsite- 11/19/2022
- January 2023: Date TBD
 - Keolis plans to offer one On-Site Saturday Hiring Event per month

Communications:

- Welcome Packets are provided with each employment offer
- Staff follows-up by sending welcome e-mails to each new hire the week before class is scheduled to start
- Reminder Phone Calls are made to each new hire the Friday before class is scheduled to start

Swag:

- \$1,200 - Ordered in September to be distributed to staff

Sourcing:

- A minimum of 500 Indeed/CareerBuilder contacts are sent per week to attract passive and active applicant flow of candidates who have not already applied
 - Maintain a minimum positive response rate of at least 7%
- Recruiting staff is scheduling a minimum of 15 interviews per week
- Hiring at least 10 Coach Operators per class (100 % Ready for Class)
 - Subject to change based on training class/schedule requirements
- Maintain applicant flow to ensure that all candidates are contacted no later than 48 business hours after application submission

Training Classes:

- Bi-weekly Training Classes

Required Follow-Up:

- Weekly reports generated updating:
 - Number Candidates contacted
 - Total of Positive Responses
 - Total Scheduled Interviews
 - Total Hires
 - Total No Call / No Shows for interviews
 - Candidates scheduled for Class
 - Total fall offs (hired but don't show for class – provide reasons for no show)

Keolis Recruitment Bonus

Operations:

\$1,000	Upon moving into Operations
\$1,000	After 90 days in Operations

Maintenance:

Mechanics

\$1,500	After 30 days of employment
\$1,500	After 90 days of employment
\$2,000	After 180 days of employment

Utility

\$1,000	After 90 days of employment
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Employee Referral Bonus	Same as Operations
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- *Restrictions apply based on Attendance, Safety, and completing training.*

Keolis represented staffing headcount as of November 30, 2022:

Position	Total Employed	#Needed
Coach Operator Trainees	4	9
Coach Operators	152	13
Dispatchers	5	1
Road Supervisors	4	2
Manager On Duty	5	1
Mechanic A	5	0
Mechanic B	4	0
Mechanic C	3	1
EV Technician	1	0
Maintenance Supervisor	0	2
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – November

Safety

Accidents: 0

Injuries: 0

YTD Preventable Accident Count: 9

YTD Injury Count: 5

November Safety Blitz – Winter Preparation

November Safety Meeting – Adverse weather conditions

Recruitment/Staffing Update – Class of one held November 15

- MTM Transit continues to hire and recruit valuable and positive people to join their team.
- The recruitment process is conducted by MTM’s Corporate Recruiter, Tom Minda who conducts a phone screening before the local in-person interview takes place.
- MTM continues to connect with potential candidates using social media platforms, Indeed, MTM’s Transit website and the local Job Connect office.
- Staff attended various community events this past summer and fall speaking with potential candidates handing out recruitment flyers, and conducting “on the spot interviews.”
- MTM has “Now Hiring” Banners around the property at 600 Sutro St. Signage includes the \$3,000.00 sign on bonus information paid out in increments of \$1,000.00 upon each 30-day increment of employment.
- MTM continues to see foot traffic from the banners displayed outside the property.

In October, MTM conducted twelve interviews and hired five new staff. During the month of November, seven interviews were conducted with two new hires. As of December 2, MTM has one trainee in behind the wheel (BTW) training and another who started in class. As of today, we have 46 FT operators and 7 PT operators.

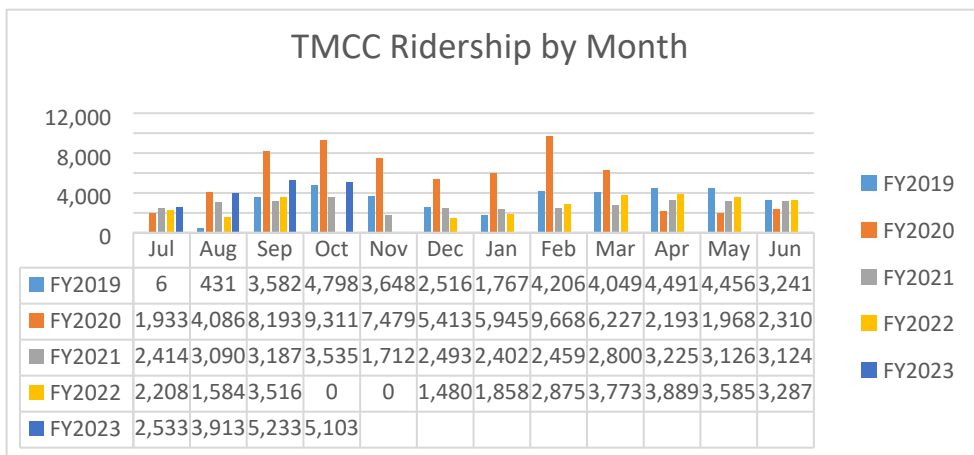
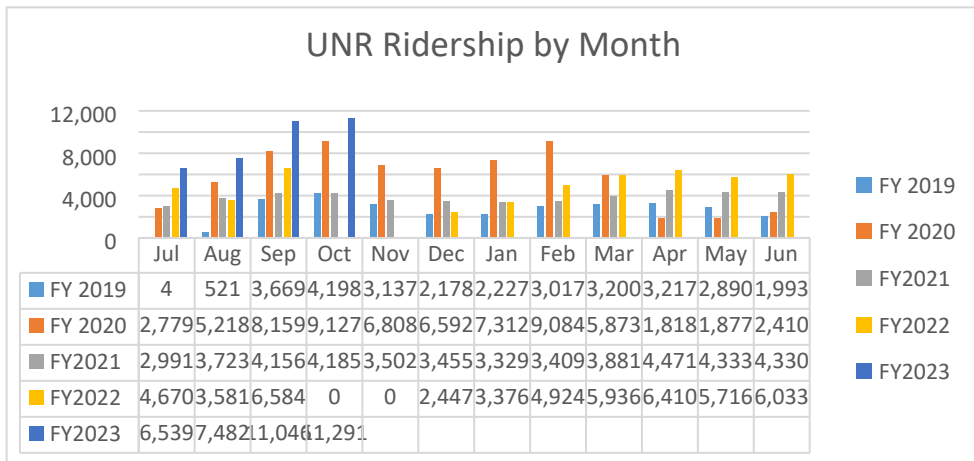
MTM has seen its hiring process slow significant as a result of the holidays. MTM is striving to be fully staffed the 1st quarter of 2023.

MTM represented staffing headcount as of November 30, 2022:

Position	Total Employed	#Needed
Drivers	46 FT – 7 PT	7 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	0
Utility Worker	2	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

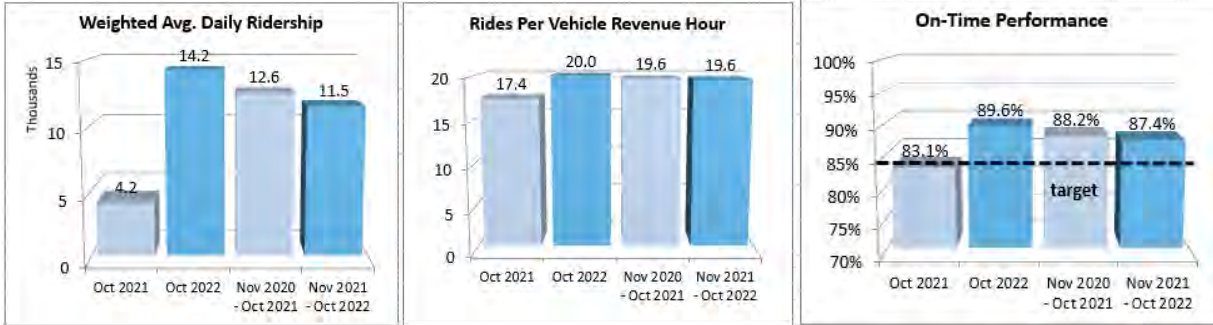
- Vanpools remained at 348.
- RTC’s ED-Pass program at UNR exceeded 11,000 trips for the second month in a row
- The Washoe County Tahoe Transportation Plan Public meeting was held in Incline Village on Wednesday November 16. RTC Smart Trips had a table with Vanpool and ridesharing information. Commute with Enterprise also had one of our vanpools there for people to see.
- Staff attended the 2022 Transportation, Trails and Tourism Summit from November 8 through the 10 at the Renaissance Hotel in Reno.
- Staff attended UNR’s Infrastructure Forum on Friday November 18.
- Ridership numbers from the ED Pass Program through the month of October:



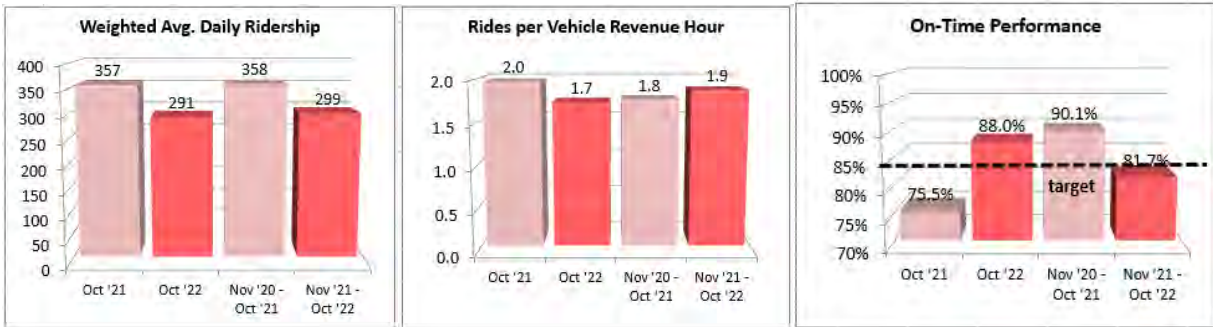
Ridership numbers in October & November of 2021 were affected by the driver strikes.

OCTOBER 2022 TRANSIT PERFORMANCE

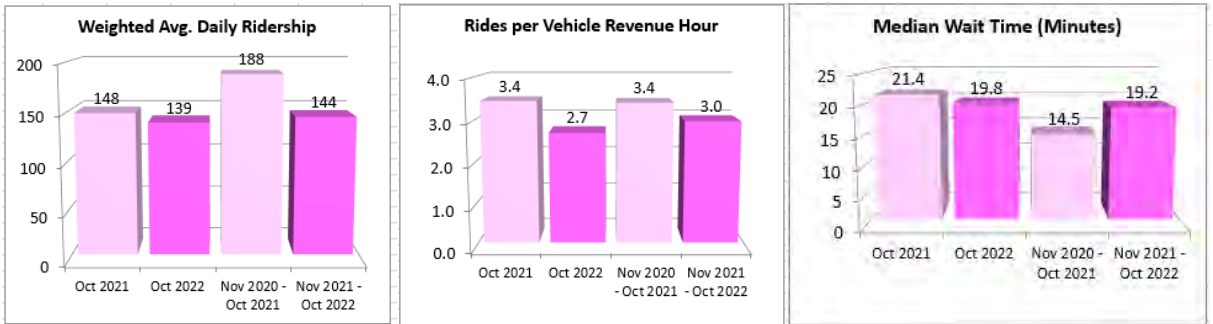
RTC RIDE



RTC ACCESS



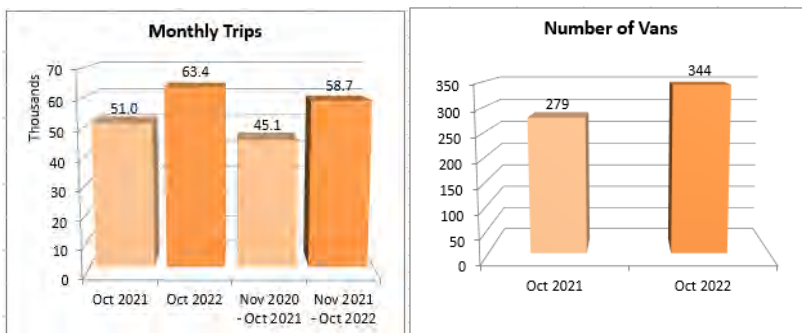
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Graham Dollarhide, Senior Technical Planner

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., for planning and engineering consulting services on the South Virginia Street Transit Oriented Development Study, in an amount not-to-exceed \$373,880.00.

BACKGROUND AND DISCUSSION

The purpose of the South Virginia Street Transit Oriented Development Planning Study is to envision the future extension of the Virginia Line Bus Rapid Transit (BRT) service to South Reno and develop the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region. The study will focus on identifying optimal land use policies that will enhance economic development and facilitate connectivity and accessibility.

Proposals were received in response to the Request for Proposal of the South Virginia Street Transit Oriented Development Study. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of five individuals from the RTC and the City of Reno. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the evaluation criteria set forth in the solicitation. After the initial scoring and consensus meeting, interviews with the top two firms were conducted. Based on final scoring and discussion, the proposal from Wood Rodgers, Inc. received the highest weighted score and is being recommended for award of the PSA.

The PSA is attached.

FISCAL IMPACT

Funding for this item is provided by a \$300,000 award of a federal discretionary grant under the Federal Transit Administration (FTA) Pilot Program for Transit-Oriented Development Planning. The local match requirement of \$75,000 in sales tax revenue has been budgeted as part of Amendment 1 to the FY 2022 – FY 2023 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

02/18/2022 Approved Amendment 1 to the FY 2022 – FY 2023 UPWP.

06/17/2022 Authorized the RFP.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform a study in connection with the South Virginia Street Transit Oriented Development Project; and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the study.

NOW, THEREFORE, RTC and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2024, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

Contingency line items identified in the scope of services are for miscellaneous increases within the scope of work. Prior to the use of any contingency amounts, CONSULTANT shall provide a letter to RTC's Project Manager detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid for out of contingency shall proceed only with the RTC Project Manager's written approval.

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A.

2.5. ADDITIONAL SERVICES

CONSULTANT will provide additional services when agreed to in writing by RTC and CONSULTANT.

2.6. PERFORMANCE REQUIREMENTS

Any and all design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering, or surveying (as applicable) in the State of Nevada, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work, and who shall assume professional responsibility for the accuracy and completeness of documents prepared or checked by them, in accordance with appropriate prevailing professional standards. Notwithstanding the provision of any drawings, technical specifications, or other data by RTC, CONSULTANT shall have the

responsibility of supplying all items and details required for the deliverables required hereunder.

Any sampling and materials testing shall be performed by an approved testing laboratory accredited by AASHTO or other ASTM recognized accrediting organization in the applicable test methods. If any geotechnical or materials testing is performed by a sub-consultant, that laboratory shall maintain the required certification. Proof of certification shall be provided to RTC with this Agreement. If certification expires or is removed during the term of this Agreement, CONSULTANT shall notify RTC immediately, and propose a remedy. If an acceptable remedy cannot be agreed upon by both parties, RTC may terminate this Agreement for default.

CONSULTANT shall provide only Nevada Alliance for Quality Transportation Construction (NAQTC) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC tester and notated with his/her license number.

2.7. ERRORS AND OMISSIONS

CONSULTANT shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by CONSULTANT in its analysis, reports, and services. CONSULTANT also agrees that if any error or omission is found, CONSULTANT will expeditiously make the necessary correction, at no expense to RTC. If an error or omission was directly caused by RTC, and not by CONSULTANT and RTC requires that such error or omission be corrected, CONSULTANT may be compensated for such additional work.

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1 to 5)	\$373,880
Total Not-to-Exceed Amount	\$373,880

3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional

Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT’s indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable

interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

In the event that any dispute or claim arises under this Agreement, the parties shall timely cooperate and negotiate in good faith to resolve any such dispute or claim. Such cooperation shall include providing the other party with all information in order to properly evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

In the event that the parties are unable to settle and/or resolve the dispute or claim as provided above, then either party may proceed with litigation in the Second Judicial District Court of the State of Nevada, County of Washoe.

11.4. CONTINUING CONTRACT PERFORMANCE

During the pendency of any dispute or claim the parties shall proceed diligently with performance of this Agreement and such dispute or claim shall not constitute an excuse or defense for a party's nonperformance or delay.

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Graham Dollarhide or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is Derek Kirkland, AICP or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

- 13.1. Notices required under this Agreement shall be given as follows:

RTC: Bill Thomas, AICP
Executive Director
Graham Dollarhide
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 332-9519

CONSULTANT: Derek Kirkland, AICP
Senior Planner
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502
(775) 828-7742

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during CONSULTANT's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge that an event has occurred or otherwise becomes aware that CONSULTANT will be delayed in the completion of the work. Within ten (10) working days thereafter, CONSULTANT shall provide such notice to RTC, in writing, furnishing as much detail on the delay as possible and requesting an extension of time.

14.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

RTC and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither RTC nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

15.6. REGULATORY COMPLIANCE

- A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with

the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

15.11. ATTORNEYS' FEES

In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and any reasonable attorneys' fees.

15.12. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of

Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

- 16.2. This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By:  _____
Andy Durling, AICP, LEEP AP, Vice President

Exhibit A

Scope of Services **South Virginia Street Transit Oriented Development Study**

Introduction:

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno, has been awarded a federal planning grant to complete a Transit Oriented Development (TOD) study along the South Virginia Street corridor. This corridor includes large tracts of vacant or underutilized land and lacks full sidewalk and bicycle connectivity. Much of the existing development is vehicle-dependent with limited mobility and affordable housing options. However, the potential exists to create a direct connection to Midtown, Downtown, and the University of Nevada, Reno to enhance economic development opportunities and encourage a more balanced jobs-housing mix that is conducive to enhanced transit. The purpose of the study is to envision the future extension of the Virginia Line Bus Rapid Transit (BRT) service to South Reno and develop the land use planning tools that will encourage a walkable, transit-supportive development pattern that meets the growth and development needs of the region. The study will focus on identifying optimal land use policies that will enhance economic development and facilitate connectivity and accessibility. The study area, shown in the map on the following page, extends from the BRT route's current southern terminus at the Meadowood Mall transfer station to the south end of the Virginia Street corridor.

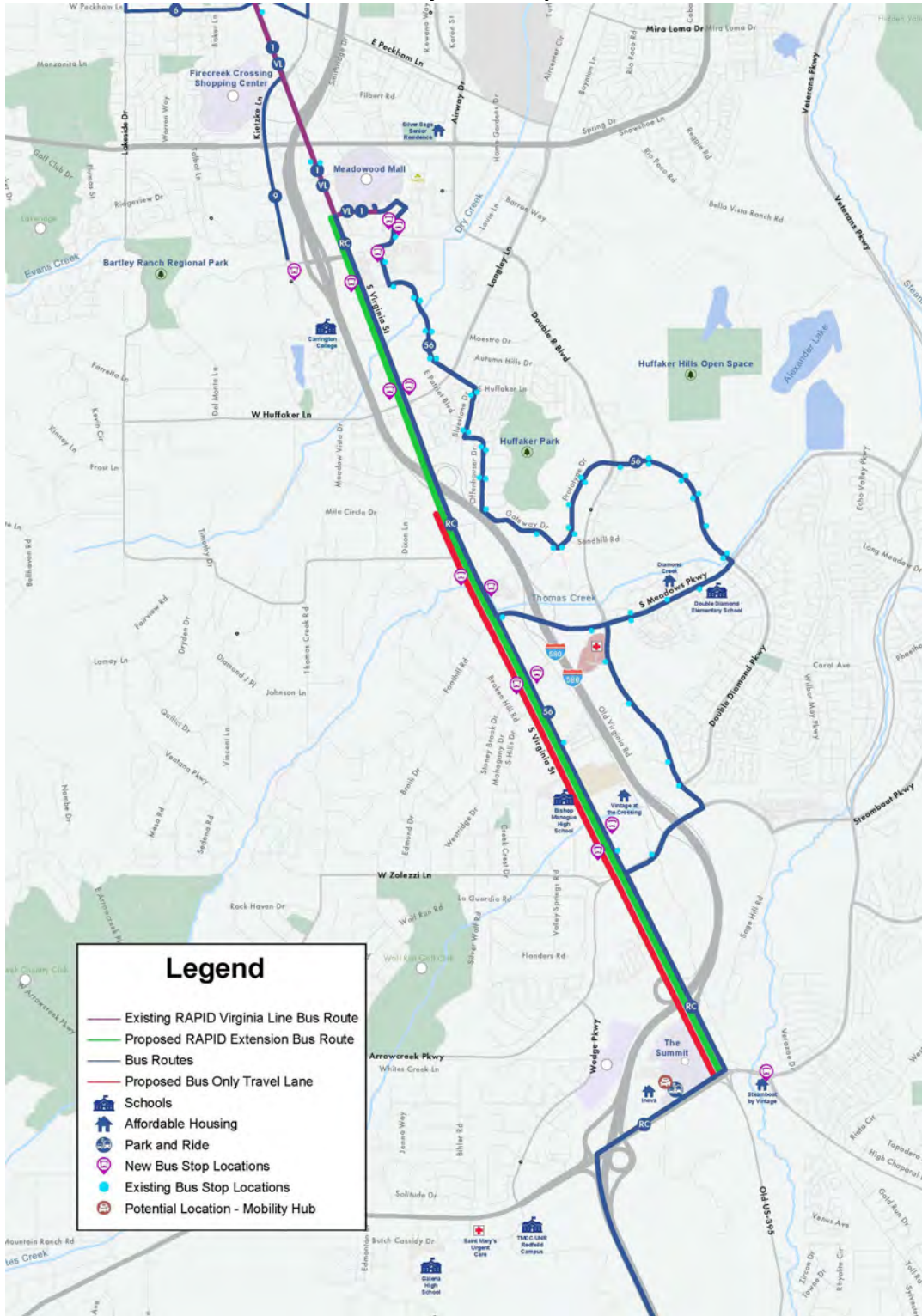
Objective:

The study will seek to build community consensus around land use and infrastructure to allow BRT service to succeed within the study area. Through robust community and developer involvement in the process, the plan will establish a vision that has the support of local residents and provide the land use tools needed by local governments to implement these strategies. Further, it will advance TOD by identifying the pattern and form of development needed to support BRT. It will recommend appropriate multimodal infrastructure to facilitate safe accessibility to surrounding land uses with the desired outcome of expanding access to opportunity for low income residents and reducing automobile dependency. Ultimately, this study will identify a strategy that supports increased density, affordable housing, and mix of land uses that will encourage safe and expanded transportation options.

Project Tasks:

The study's work plan includes the following tasks, which will assist the RTC and City of Reno in defining the integrated transportation investments and land use planning tools that will transform South Virginia Street into a safe, vibrant, and transit supportive corridor.

Study Area Map



Task 1: Project Management

1.1 Invoicing and Progress Reports – Prepare monthly progress reports, invoices, and resolve other billing and logistical issues.

1.2 Coordination – An initial meeting with RTC and City of Reno will be organized to establish study goals and objectives. Coordination with the RTC project management team will be ongoing throughout the project. It is anticipated that the consultant will agendaize and record monthly scheduled meetings with the project management team. These meetings may be conducted virtually.

1.3 Management Plan – Identify a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task with corresponding deliverables and progress reports.

Task 1 Deliverables:

- Invoices and progress reports
- Meeting agendas and meeting minutes
- Management Plan

Task 2: Land Use Vision, Plan & Tools

2.1 Existing Studies – Review existing transit and land use development studies that are relevant to the study area and incorporate them into the analyses conducted as part of Task 2. These include:

- RTC Regional Transportation Plan
- RTC Bicycle and Pedestrian Plan
- RTC Transit Plan
- RTC Complete Streets Plan
- South Meadows Multimodal Transportation Study
- City of Reno Master Plan and applicable Planned Unit Development Handbooks
- Coordination with upcoming NDOT Safety Management Plan
- NDOT Mt. Rose Corridor Plan
- NDOT Traffic Data
- Development Projects in the area
- Ongoing economic development initiatives
- Other documents identified by RTC and the TAC.

An Existing Conditions Memo will be developed summarizing relevant planning goals, policies, projects, and opportunities within the corridor.

As part of the existing conditions task, base GIS mapping will also be developed including S. Virginia Street right of way, adjacent parcel and owner information, aerial map, and other items that are publicly available. It is assumed that the GIS files and information will be gathered from public sources

at no cost as RTC is a public agency. All data requests will be made on behalf of the RTC. Any fees applicable will be the responsibility of the RTC.

A level of service analysis will be conducted based on existing RTC/NDOT traffic data.

- Obtain and review existing count data, obtain and review existing Level of Service (LOS) calculations and summarize the level of service analysis results for use in identifying key corridor improvements.

Task 2.1 Deliverables:

- Existing Conditions Memo
- Existing Conditions Base Mapping

2.2 Land Use Analysis – Collect information about zoning, current land use, and planned development, including area schools, major commercial, industrial, and residential developments. Consider the impact of areas with a higher proportion of low-income and minority residents and residents with limited English proficiency compared to the county as a whole. Coordinate with the Truckee Meadows Regional Planning Agency (TMRPA) to update information about proposed developments in the area. Land use analysis will also be conducted in close coordination with Task 2.6, especially outreach to area developers, landowners, and brokers. Coordinate with Washoe County School District and major land use developments that have the potential to significantly impact the travel demand or traffic operations in the study area. Develop a memo to document all land use changes compared with the TMRPA 2020 consensus forecast, which was used in the RTC’s travel demand model. Provide a summary that can be used by the RTC to update the travel demand model land use data and reflect the development forecasts. Travel demand modeling will be conducted by the RTC, and model results will be provided to the consultant for analysis and study recommendations.

Task 2.2 Deliverables:

- Existing Land Use and Zoning Maps
- Map of Current and Future Development Projects, and potential redevelopment areas.
- Analysis of TMRPA Data (included in Existing Conditions Memo 2.1)
- Zoning code review (included in Existing Conditions Memo 2.1)

2.3 Transit Analysis – Document existing transit service and ridership trends in the immediate study area. Coordinate with the RTC Public Transportation and Operations Department to identify future transit service needs, potential improvements, and park and ride options. Review identified BRT station locations, proposed mobility hub site alternatives and bus-only lane, and other operational needs such as connections to the existing BRT line and traffic signal prioritization.

Consultant will work with RTC staff to develop forecast ridership estimates along the study corridor as outlined below:

- **Baseline Ridership Model:** Consultant will develop a baseline ridership model using the Federal Transit Administration’s Simplified Trips on Project Software (STOPS). This sub-task will document STOPS inputs and model calibration and validation. Consultant will apply the baseline STOPS ridership model to develop forecasts of future ridership for the proposed

BRT. These will be based on no more than three future land use or alignment scenarios. Ridership forecasts will adhere to Federal Transit Administration (FTA) requirements. Information collected in the Land Use Analysis and Demographic characteristics and projections will also be used in this analysis. From the ridership forecasting effort, we will document the travel forecast results and provide tabulation and data that covers the following:

- Model outputs required for the 5309 Capital Investments Grant (CIG) template
- Demographic and socio-economic characteristics
- Highway speeds
- Linked transit trips by trip purpose, time of day, access mode and by socio-economic strata
- District-to-district total and home-based work trip tables
- District-to-district transit trips by access mode (total transit trips, trips on project, trips in build but not in no build, trips in no build but not in build)

This effort will develop an estimate of ridership potential for an opening year scenario as well as a buildout scenario. These estimates will consider transfer opportunities and market draw from other parallel services. Ridership estimates will be used to estimate service level needs, fleet type and potential fare revenue.

Consultant will review alternative station locations based on the land use analysis and forecasted ridership. This will include analyzing an option to serve the Downtown Damonte area.

Consultant will develop a planning level traffic impact assessment of the proposed bus-only travel lane. To develop the assessment the consultant will work with RTC staff to analyze traffic capacity characteristics of proposed BRT configurations along the proposed route(s). RTC will conduct model runs using the RTC Washoe Travel Demand model for horizon year(s). The modeling results will support the roadway segment capacity viability analysis of the BRT route(s). Using the future volumes, route(s) and proposed roadway configuration, an intersection traffic operational analysis will be conducted using Highway Capacity Manual (HCM) methods for up to five (5) corridor intersections. The operational analysis will identify locations that may not meet future level-of-service standards under the reconfigured condition. Potential mitigations will be identified and documented.

Results from this task will be used to develop conceptual designs for BRT improvements as part of Task 3.2. Task 3.2 will include looking at alternatives for BRT station locations.

Task 2.3 Deliverables:

- Transit Analysis Memo

2.4 Safety Analysis – Collect available crash statistics, including bicycle and pedestrian related crashes. Analyze contributing factors and potential safety issues, such as lighting, speed, infrastructure, and roadside hazards, that may inhibit successful implementation of BRT and enhanced multimodal operations. NDOT is in the process of conducting a Safety Management Plan for the corridor. Consultant will coordinate with NDOT on potential recommendations as both studies move forward.

Consultant will conduct an analysis of crash data over the previous five-year period, including crashes involving pedestrians and cyclists as well as transit. Data will be obtained from the NDOT Traffic Safety Engineering Division. Auto, pedestrian, and bicycle data will be separated and analyzed for locational trends to aid in prioritizing future improvements. Both roadway segments and intersections (250' influence area) will be analyzed.

Task 2.4 Deliverables:

- Safety Analysis Memo including maps
- Crash Data

2.5 Corridor Vision – Building off existing plans and community engagement (discussed in Task 4), create a vision that will support regional goals. Enhancing accessibility, safety, and economic vitality are some of the goals that should be included as fundamental building blocks of the visioning process. The vision statement should incorporate the character and form of development desired by the community and define associated goals and objectives that support BRT.

Task 2.5 Deliverables:

- Visioning Memo

2.6 Land Use Planning Tools – Develop planning tools to assist local agencies in implementing the community vision for the corridor. Create a plan beyond the vision to include strategies and other guidelines for realizing success. Enable evolution of the corridor and encourage transit supportive development.

The following Tools will be developed and summarized in a Land Use Planning Tools Memo:

- Develop more detailed land use/zoning development opportunity maps surrounding the BRT nodes that will also include a walkability and bikability analysis.
- Develop an opportunity and challenges map and writeup of potential redevelopment and development opportunities surrounding the BRT nodes. This will include property owners and developer information.
- Economic/Market Analysis – Coordinate with the City of Reno and RTC to produce an economic analysis of redevelopment potential in the corridor. Investigate coordination between land use and transportation to identify areas where transit can support and intensify land use and where land use can increase future ridership. Consultant will provide high level market reconnaissance:
 - Summarize broad economic and demographic trends that will impact development in the future – both at a national and regional scale
 - Summarize consumer trends that will affect the type and scale of commercial and residential development that will be demanded in the future (e.g., increase in demand for multifamily housing, smaller format retail, etc.);
 - Summarize employment and population forecasts (from 2020 census as well as local/regional planning forecasts);

- Meet with real estate professionals and developers to validate findings, further identify planned and proposed projects, and to gather market data.
 - Compare market findings to TMRPA forecasts (5, 10, 20 year absorption targets).
- Conduct a demographic analysis of socio-economic and employment characteristics within one-mile of the corridor highlighting densities and distribution of zero vehicle households, low-income residents, senior citizens, young adults, and persons with disability. Employment travel patterns will also be analyzed along the corridor.
- Work with RTC to further refine BRT nodes based on land use and zoning analysis, market research, demographics and employment analysis, ownership, size, development potential, and other factors.
- Develop conceptual land use programs around the refined BRT nodes:
 - Based on market reconnaissance (above) and opportunity sites, prioritize opportunity sites for short- and long-term redevelopment and development;
 - Define project prioritization criteria;
 - Characterize the type and scale of development that is likely at each identified opportunity area/node;
 - Identify likely timing of redevelopment in broad timeframes (near, medium, and long-term);
 - Prepare quantitative development programs (ranges) for each;
 - Assess zoning and development code for barriers to intensification of opportunity areas;
 - Programs will be developed with vignettes of specific areas and/or within the context of the project GIS via land use coverage and use layers.
- Economic development implementation strategy to support the BRT:
 - Recommend opportunities for public-private partnerships;
 - Recommend ongoing organizational and outreach strategies to encourage private sector investment;
 - Recommend potential locations for redevelopment districts (opportunities for significant TIF leverage);
 - Identify other potential funding sources (tax credit programs, grants, etc.);
 - Identify policy and code updates to promote intensification around BRT nodes;
 - Identify key next steps and needs for additional study or analysis.

Task 2.6 Deliverables:

- Land Use Planning Tools Memo

Task 3: Multimodal Planning to Support Transit

3.1 Data Collection and Inventory – Collect data on bicycle and pedestrian facilities within, and providing direct access to, the study corridor. Highlight those connecting to existing or planned transit stops. Include data specific to ADA accessibility.

Task 3.1 Deliverables:

- Data collected will be provided
- Gap Analysis Map

3.2 Improvement Recommendations – Develop and evaluate alternatives for transit and bicycle and pedestrian improvements that support the proposed BRT extension. Consider, at a planning level, changes to FlexRIDE service, park and ride lots, sidewalks, bicycle lanes, multi-use paths, potential mobility hubs, and streetscapes. Incorporate improvements that provide safe access to transit facilities and enhance operational efficiencies, accounting for the many interfaces between modes within the corridor.

The following are specific tasks for Improvement Recommendations:

- Pedestrian and Bicycle Improvements – Develop and evaluate pedestrian and bicycle improvements including:
 - Pedestrian and bicycle facilities/amenities: sidewalk improvements, ADA elements, bicycle facility access and improvements, and other key access elements for a complete transit station.
 - Connectivity: Consultant will assess and identify connectivity challenges and possible remedies within the greater context of the corridor. Consultant will analyze pedestrian and bicycle connections both in the corridor and leading into the corridor to ensure connectivity to key areas and land uses that will support the BRT.
- Transit Improvements – Develop and evaluate transit improvements, including the following:
 - Develop a BRT concept plan for the corridor that is closely integrated with land use and traffic elements of the corridor study.
 - Identify Routing Options and Station Locations. This task will develop conceptual routing options and station location based on the info from Task 2.3. Consultant will also recommend options for phasing of the proposed routing and station locations. While the primary alignment will be on South Virginia Street, alternatives will be examined, particularly near the Downtown Damonte area. This task will be closely coordinated with the land use planning tools and transit analysis tasks.
- Roadway Improvements – Consultant will develop conceptual roadway improvements to support the BRT and multimodal improvements.
- Consultant will create an implementation plan including high level planning costs and phasing for proposed improvements.
- Consultant team will help identify funding options for future grant applications.
- Consultant team will create visioning graphics to support the proposed improvements focused on the BRT and key stations.

Task 3.2 Deliverables:

- BRT and Multimodal Recommendations Memo
- Maps and concepts depicting the proposed recommendations

Task 4: Community Engagement

4.1 Project Technical Advisory Committee (TAC) Meetings – Facilitate up to five (5) project TAC meetings including representatives from RTC, City of Reno, Washoe County, Nevada Department of Transportation (NDOT), Truckee Meadows Regional Planning Agency (TMRPA), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and other agencies as RTC feels appropriate. The purpose of the TAC is to help guide the project, participate at key decision making milestones, and review study issues and results and link to a future NEPA process. These meetings will include a mix of in-person and online formats.

Task 4.1 Deliverables:

- Preparation of meeting materials
- Meeting agendas and sign-in sheets
- Meeting minutes

4.2 Public Information Meetings/Planning Workshops – Facilitate up to four (4) public information meetings, virtually, in-person, or a combination thereof. Meetings will target community groups, the private sector, general public, and other partner agencies. These meetings will be open-house style and consultant will provide meeting boards for presentation. There will be two (2) outreach points with two (2) public meetings held for each. The first will be during the visioning/existing conditions process, and the second set of meetings to present draft recommendations. As part of the public outreach process the consultant will also develop an online survey during the visioning process and will attend a community event within the corridor to promote public feedback on the survey. Consultant will also create a brand for the project and provide information for RTC to post on their website to update the public as the project progresses.

Task 4.2 Deliverables:

- Preparation of meeting materials and presentations
- Meeting sign-in sheets
- Public Survey Summary Report
- Public Outreach Summary Memo

4.3 Agency and Stakeholder Meetings

Consultant will work with RTC staff to identify key agencies and stakeholders who may need one on one meetings as the process moves forward. Below is the anticipated agency and stakeholder outreach:

- Consultant will attend up to fifteen (15) individual meetings with Stakeholders and agencies as necessary. These meetings will primarily focus around agencies not on the TAC but may have impacts from the recommendations (i.e. TMWA, NV Energy), and prominent landowners and developers where redevelopment and development opportunities to support BRT exist and may impact their current or future plans.
- Advisory Boards – Consultant will coordinate with RTC to present to the City of Reno Ward 2 Neighborhood Advisory Board, the Washoe County South Truckee Meadows Citizen

Advisory Board, RTC Technical Advisory Board, and the Citizens Multimodal Advisory Committee up to two (2) times each for a total of four (8) meetings.

- Consultant will work with RTC staff to coordinate with City of Reno Planning Commission and Council Members, Washoe County Planning Commission and Board of Commissioners, and other elected officials as necessary to support the approval of the Plan. It is assumed the Consultant will spend up to 50 hours for this task item.

Task 4.3 Deliverables:

- Preparation of meeting materials and presentations
- Meeting agendas and sign-in sheets
- Meeting minutes

4.4 Formal Board, Council and Commission Meetings:

Consultant will assist RTC staff in preparing presentations and meeting materials and will attend formal board, council, and commission meetings as requested by RTC staff. An estimate of meetings that will be necessary are provided below:

- City of Reno Planning Commission and Council Meetings – Up to four (4) total meetings.
- Washoe County Planning Commission and Board of Commissioner Meetings – Up to four (4) total meetings.
- Truckee Meadows Regional Planning Agency Planning Commission and Governing Board – Up to two (2) total meetings.
- RTC Washoe Board – Up to three (3) total meetings.

Task 4.4 Deliverables:

- Preparation of meeting materials and presentations

Task 5: Report Preparation

5.1 Draft Reports

Admin Draft Report - Prepare a draft report including graphics and illustrations of recommendations. Consultant will provide an outline of the report for approval prior to starting preparation. The report will have two volumes with “volume 1” representing a more graphical summary of the existing conditions, proposed recommendations, public outreach summary, and implementation plan with the technical memos completed for each task deliverables provided in a “volume 2”. It is anticipated that the project report will not exceed 11x17 and will not include large format plots.

The Admin Draft Report will be presented to RTC staff and the TAC for initial review and comment. The Admin Draft Report will be completed using Microsoft Word for easier editing.

Public Draft Report – Consultant will prepare one (1) revised draft report “Public Draft” based on comments from the RTC and TAC. The Public Draft Report will be converted into an InDesign type format for a more professional looking document.

Task 5.1 Deliverables:

- Admin Draft Report in both a PDF and Word format
- Public Draft Report in a PDF format. Hard copies may be provided for an additional cost as requested by the RTC.

5.2 Final Report

Consultant will incorporate comments from the Public Draft Report and produce the Final Report for final deliverable to RTC.

Task 5.2 Deliverables:

- Final Report in PDF format and up to five (5) professionally bound hard copies.

Project Milestones:

- Project kick-off including coordination between RTC, the City of Reno, and TAC – Month 1
- Planning Workshop #1 – Month 5
- Planning Workshop #2 – Month 8
- Draft Report – Month 9
- Final Report – Month 11

**Exhibit B
Cost of Services**

Task #	Task	Item No.	Task Description	Staff																								Totals							
				Principal Planner/Engineer II		Senior Planner/Engineer II		Senior Planner/Engineer I		Project Planner/Engineer/GIS II		Project Planner/Engineer I		Planner/Engineer II		Planner/Engineer I		Senior Cad Tech II/Graphic Designer		GIS Tech I		Project Coordinator		Other Direct	Subconsultant	# of Hours	Cost								
				Hourly	# of Hours	Cost	Hourly	# of Hours	Cost	Hourly	# of Hours	Cost	Hourly	# of Hours	Cost	Hourly	# of Hours	Cost	Hourly	# of Hours	Cost	Hourly	# of Hours	Cost	Hourly			# of Hours	Cost	Cost	Cost				
1	Project Management	1.1	Invoicing & Progress Reports	260	10	\$ 2,600.00	230	16	\$ 3,680.00	215	\$ -	200	\$ -	190	\$ -	175	\$ -	165	\$ -	165	\$ -	155	\$ -	135	\$ -	135	10	\$ 1,350.00	\$ -	\$ -	\$ 10,500.00	26	\$ 6,280.00		
		1.2	Coordination	260	12	\$ 3,120.00	230	45	\$ 10,350.00	215	\$ -	200	\$ -	190	10	\$ 1,900.00	175	\$ -	165	10	\$ 1,650.00	165	\$ -	155	\$ -	135	2	\$ 270.00	\$ -	\$ -	\$ -	87	\$ 28,870.00		
		1.3	Management Plan	260	2	\$ 520.00	230	16	\$ 3,680.00	215	\$ -	200	\$ -	190	\$ -	175	\$ -	165	\$ -	165	\$ -	165	\$ -	155	\$ -	135	2	\$ 1,620.00	\$ -	\$ -	\$ -	20	\$ 4,470.00		
			Sub-Totals			24	\$ 6,240.00	77	\$ 17,710.00	0	\$ -	0	\$ -	10	\$ 1,900.00	0	\$ -	10	\$ 1,650.00	0	\$ -	0	\$ -	0	\$ -	12	\$ 1,620.00	\$ -	\$ -	\$ 10,500.00	113	\$ 39,620.00			
2	Land Use Vision, Plan, & Tools	2.1	Existing Studies	260	\$ -	230	4	\$ 920.00	215	4	\$ 860.00	200	\$ -	190	\$ -	175	\$ -	165	12	\$ 1,980.00	165	\$ -	155	\$ -	135	8	\$ 1,080.00	\$ -	\$ -	\$ -	28	\$ 4,840.00			
		2.2	Land Use Analysis	260	4	\$ 1,040.00	230	12	\$ 2,760.00	215	25	\$ 5,375.00	200	2	\$ 400.00	190	6	\$ 1,140.00	175	\$ -	165	20	\$ 3,300.00	165	\$ -	155	12	\$ 1,860.00	135	4	\$ 540.00	\$ -	\$ 2,500.00	85	\$ 18,915.00
		2.3	Transit Analysis	260	2	\$ 520.00	230	15	\$ 3,450.00	215	30	\$ 6,450.00	200	10	\$ 2,000.00	190	\$ -	175	10	\$ 1,750.00	165	10	\$ 1,650.00	165	15	\$ 2,475.00	155	\$ -	135	4	\$ 540.00	\$ -	\$ 38,500.00	96	\$ 57,335.00
		2.4	Safety Analysis	260	5	\$ 1,300.00	230	10	\$ 2,300.00	215	\$ -	200	15	\$ 3,000.00	190	10	\$ 1,900.00	175	20	\$ 3,500.00	165	10	\$ 1,650.00	165	\$ -	155	12	\$ 1,860.00	135	2	\$ 270.00	\$ -	\$ -	84	\$ 15,780.00
		2.5	Corridor Vision	260	2	\$ 520.00	230	10	\$ 2,300.00	215	\$ -	200	\$ -	190	\$ -	175	\$ -	165	10	\$ 1,650.00	165	4	\$ 660.00	155	\$ -	135	\$ -	\$ -	\$ -	\$ -	26	\$ 5,130.00			
		2.6	Land Use Planning Tools	260	10	\$ 2,600.00	230	20	\$ 4,600.00	215	12	\$ 2,580.00	200	\$ -	190	8	\$ 1,520.00	175	\$ -	165	8	\$ 1,320.00	165	10	\$ 1,650.00	155	\$ -	135	8	\$ 1,080.00	\$ -	\$ 27,800.00	76	\$ 43,150.00	
			Sub-Totals			23	\$ 5,980.00	71	\$ 16,330.00	71	\$ 15,265.00	27	\$ 5,400.00	24	\$ 4,560.00	30	\$ 5,250.00	70	\$ 11,550.00	29	\$ 4,785.00	24	\$ 3,720.00	26	\$ 3,510.00	\$ -	\$ -	\$ 68,800.00	395	\$ 145,150.00					
3	Multimodal Planning to Support Transit	3.1	Data Collection & Inventory	260	\$ -	230	10	\$ 2,300.00	215	\$ -	200	\$ -	190	8	\$ 1,520.00	175	6	\$ 1,050.00	165	20	\$ 3,300.00	165	\$ -	155	20	\$ 3,100.00	135	4	\$ 540.00	\$ -	\$ -	68	\$ 14,870.00		
		3.2	Improvement	260	15	\$ 3,900.00	230	70	\$ 16,100.00	215	\$ -	200	20	\$ 4,000.00	190	35	\$ 6,650.00	175	10	\$ 1,750.00	165	40	\$ 6,600.00	165	110	\$ 18,150.00	155	\$ -	135	8	\$ 1,080.00	\$ -	\$ 6,000.00	308	\$ 118,030.00
			Sub-Totals			15	\$ 3,900.00	80	\$ 18,400.00	0	\$ -	20	\$ 4,000.00	43	\$ 8,170.00	16	\$ 2,800.00	60	\$ 9,900.00	110	\$ 18,150.00	20	\$ 3,100.00	12	\$ 1,620.00	\$ -	\$ -	\$ 6,000.00	376	\$ 76,040.00					
4	Community Engagement	4.1	TAC Meetings	260	5	\$ 1,300.00	230	15	\$ 3,450.00	215	\$ -	200	\$ -	190	4	\$ 760.00	175	\$ -	165	6	\$ 990.00	165	\$ -	155	\$ -	135	2	\$ 270.00	\$ -	\$ 8,100.00	32	\$ 14,870.00			
		4.2	Public Information Meetings/Planning Workshops	260	8	\$ 2,080.00	230	20	\$ 4,600.00	215	\$ -	200	\$ -	190	\$ -	175	\$ -	165	10	\$ 1,650.00	165	20	\$ 3,300.00	155	\$ -	135	20	\$ 2,700.00	\$ 1,200.00	\$ 16,500.00	78	\$ 32,030.00			
		4.3	Agency Meetings	260	6	\$ 1,560.00	230	28	\$ 6,440.00	215	\$ -	200	\$ -	190	\$ -	175	\$ -	165	4	\$ 660.00	165	15	\$ 2,475.00	155	\$ -	135	4	\$ 540.00	\$ -	\$ 5,000.00	57	\$ 16,675.00			
		4.4	RTC TAC & CMAC Meetings	260	2	\$ 520.00	230	8	\$ 1,840.00	215	\$ -	200	\$ -	190	\$ -	175	\$ -	165	4	\$ 660.00	165	5	\$ 825.00	155	\$ -	135	\$ -	\$ -	\$ -	\$ -	19	\$ 3,845.00			
			Sub-Totals			21	\$ 5,460.00	71	\$ 16,330.00	0	\$ -	0	\$ -	4	\$ 760.00	0	\$ -	24	\$ 3,960.00	40	\$ 6,600.00	0	\$ -	26	\$ 3,510.00	\$ 1,200.00	\$ 29,600.00	186	\$ 67,420.00						
5	Report Preparation	5.1	Draft Report	260	4	\$ 1,040.00	230	25	\$ 5,750.00	215	10	\$ 2,150.00	200	\$ -	190	25	\$ 4,750.00	175	\$ -	165	62	\$ 10,230.00	165	40	\$ 6,600.00	155	10	\$ 1,550.00	135	25	\$ 3,375.00	\$ -	\$ 3,000.00	201	\$ 38,445.00
		5.2	Final Report	260	1	\$ 260.00	230	5	\$ 1,150.00	215	\$ -	200	\$ -	190	\$ -	175	\$ -	165	20	\$ 3,300.00	165	8	\$ 1,320.00	155	\$ -	135	5	\$ 675.00	\$ 500.00	\$ -	\$ -	39	\$ 7,205.00		
			Sub-Totals			5	\$ 1,300.00	30	\$ 6,900.00	10	\$ 2,150.00	0	\$ -	25	\$ 4,750.00	0	\$ -	82	\$ 13,530.00	48	\$ 7,920.00	10	\$ 1,550.00	30	\$ 4,050.00	\$ 500.00	\$ 3,000.00	240	\$ 45,650.00						
GRAND TOTALS				88	22,880	329	75,670	81	17,415	47	9,400	106	20,140	46	8,050	246	40,590	227	37,455	54	8,370	106	14,310	\$ 1,700.00	\$ 117,900.00	1,330	\$ 373,880.00								

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS [NRS 338 DESIGN PROFESSIONAL]

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 335-1845.

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC and City of Reno, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

- A. Negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are based upon or arising out of the professional services of CONSULTANT; and
- B. Violation of law or any contractual provisions or any infringement related to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions resulting from the use by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) not consented to by CONSULTANT.

CONSULTANT further agrees to defend, save and hold harmless and fully indemnify the Indemnitees from and against any and all Damages arising out the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are not based upon or arising out of the professional services of CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions of CONSULTANT or anyone else for whom CONSULTANT is legally responsible, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate of the Indemnitees pay or compensation for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.B above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of the Professional Services Agreement.

The provisions of this Agreement are separate and severable and it is the intent of the Parties hereto that in the event any provision of this Agreement should be determined by any court of competent jurisdiction to be void, voidable or too restrictive for any reason whatsoever, the remaining provisions of this Agreement shall remain valid and binding upon said Parties. It is also understood and agreed that in the event any provision should be considered, by any court of competent jurisdiction, to be void because it imposes a greater obligation on CONSULTANT than is permitted by law, such court may reduce and reform such provisions to limitations which are deemed reasonable and enforceable by said court.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described below insuring 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 CONSULTANT, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC and City of Reno as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any subconsultants by RTC. CONSULTANT, and any subconsultants, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each subconsultant evidencing that CONSULTANT and each subconsultant maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any subconsultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this

agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, omission, or negligent act arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

Exhibit D

FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal

employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.

B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

9 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [C.F.R. §§ 180.220 and 1200.220, False Claims Act, 31 U.S.C. § 3729, et seq]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

11 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted award;
2. Suspended from participation in any federally assisted award;
3. Proposed for debarment from participation in any federally assisted award;
4. Declared ineligible to participate in any federally assisted award;
5. Voluntarily excluded from participation in any federally assisted award; or

6. Disqualified from participation in any federally assisted award.

- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

12 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the RTC.

13 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee,

social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

14 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and

the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.

- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

17 - PRIVACY ACT

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Exhibit E

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Dale Keller, Director of Engineering

RECOMMENDED ACTION

Approve contract with JUB Engineers, Inc., for design services and engineering during construction for the 2023 Corrective Maintenance project, in an amount not-to-exceed \$297,800.00.

BACKGROUND AND DISCUSSION

In the November Board meeting the Board approved a Professional Services Agreement (PSA) with JUB Engineers, Inc., for professional design and engineering during construction services for the 2023 Corrective Maintenance project in the amount of \$267,800.00. The agenda item did not include a contingency item in the contract for \$30,000 that would have made the total not to exceed amount \$297,000. This item is to address that discrepancy.

FISCAL IMPACT

Appropriations are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

6/17/2022 Approved the Qualified Consultant List for Engineering Design and Construction Management Services.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”) and J-U-B Engineers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected J-U-B Engineers, Inc from the Civil Engineering Design and Construction Management Services shortlist to perform Design and Construction Services in connection with 2023 Corrective Maintenance.

NOW, THEREFORE, RTC and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

Contingency line items identified in the scope of services are for miscellaneous increases within the scope of work. Prior to the use of any contingency amounts, CONSULTANT shall provide a letter to RTC's Project Manager detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid for out of contingency shall proceed only with the RTC Project Manager's written approval.

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A.

2.5. ADDITIONAL SERVICES

CONSULTANT will provide additional services when agreed to in writing by RTC and CONSULTANT.

2.6. PERFORMANCE REQUIREMENTS

Any and all design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering, or surveying (as applicable) in the State of Nevada, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work, and who shall assume professional responsibility for the accuracy and completeness of documents prepared or checked by them, in accordance with appropriate prevailing professional standards. Notwithstanding the provision of any drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

Any sampling and materials testing shall be performed by an approved testing laboratory accredited by AASHTO or other ASTM recognized accrediting organization in the applicable test methods. If any geotechnical or materials testing is performed by a sub-consultant, that laboratory shall maintain the required certification. Proof of certification shall be provided to RTC with this Agreement. If certification expires or is removed during the term of this Agreement, CONSULTANT shall notify RTC immediately, and propose a remedy. If an acceptable remedy cannot be agreed upon by both parties, RTC may terminate this Agreement for default.

CONSULTANT shall provide only Nevada Alliance for Quality Transportation Construction (NAQTC) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC tester and notated with his/her license number.

2.7. ERRORS AND OMISSIONS

CONSULTANT shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by CONSULTANT in its analysis, reports, and services. CONSULTANT also agrees that if any error or omission is found, CONSULTANT will expeditiously make the necessary correction, at no expense to RTC. If an error or omission was directly caused by RTC, and not by CONSULTANT and RTC requires that such error or omission be corrected, CONSULTANT may be compensated for such additional work.

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC’s Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Design Services (Tasks 2.1.A)	\$109,210
Engineering During Construction Services (Tasks 2.1.E-H)	\$158,590
Optional Services (Task N/A)	\$0
<u>Contingency</u>	<u>\$30,000</u>
Total Not-to-Exceed Amount	\$297,800

3.3. For any work authorized under Section 2.4, “Additional Services,” RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, “Additional

Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT’s indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable

interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

In the event that any dispute or claim arises under this Agreement, the parties shall timely cooperate and negotiate in good faith to resolve any such dispute or claim. Such cooperation shall include providing the other party with all information in order to properly evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

In the event that the parties are unable to settle and/or resolve the dispute or claim as provided above, then either party may proceed with litigation in the Second Judicial District Court of the State of Nevada, County of Washoe.

11.4. CONTINUING CONTRACT PERFORMANCE

During the pendency of any dispute or claim the parties shall proceed diligently with performance of this Agreement and such dispute or claim shall not constitute an excuse or defense for a party's nonperformance or delay.

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Scott Gibson, P.E. or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Garth Oksol, P.E. or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

- 13.1. Notices required under this Agreement shall be given as follows:

RTC: Bill Thomas, AICP
Executive Director
Scott Gibson, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1874

CONSULTANT: Lonnie Johnson, P.E.
Assistant Area Manager
J-U-B Engineers, Inc.
5190 Neil Road, Suite 500
Reno, NV 89502
(775) 420-4549

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during CONSULTANT's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge that an event has occurred or otherwise becomes aware that CONSULTANT will be delayed in the completion of the work. Within ten (10) working days thereafter, CONSULTANT shall provide such notice to RTC, in writing, furnishing as much detail on the delay as possible and requesting an extension of time.

14.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

RTC and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither RTC nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

15.6. REGULATORY COMPLIANCE

- A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.
- B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with

the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

15.11. ATTORNEYS' FEES

In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and any reasonable attorneys' fees.

15.12. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

J-U-B ENGINEERS, INC.

By:  _____
Lonnie Johnson, P.E., Assistant Area Manager

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES

2023 CORRECTIVE MAINTENANCE PROJECT

DESIGN SERVICES

2.1.A.1 Survey/Data Collection/Layout/Design

Provide an existing conditions study for the proposed roadway sections located in the City of Reno and City of Sparks. This study shall include:

- Identify locations requiring asphalt patching, milling, etc.
- Identify locations requiring crack sealing
- Recommendation of treatment required (i.e., Type 2, Type 3, Micro, Double Micro, Cape Seals, Fog Seals, etc.)
- Verification of street areas
- Verification of existing striping conditions
- Recommendations for striping modifications to meet MUTCD or local agency requirements
- Recommendations for striping modifications to accommodate pedestrian and bicycle improvements
- Identify existing roughness coefficient for concrete pavement on East Greg Street
- Design upgraded ADA mid-block crossing on Neil Road at the Community Center and an ADA crossing at the intersection of Neil Road and Mauldin Lane.
- Perform visual analysis and recommend additional ADA improvements if warranted. Design of additional ADA improvements will be covered under Contingent work.

Provide survey and design services as follows:

- Mapping of the proposed streets which will include the roadway areas, patch locations, islands, striping, survey monuments, utility valves, and manholes.
- AutoCAD drawings of the proposed streets showing areas to receive surface treatment including treatment limits, patch locations, pavement striping, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Surface treatment and patch quantities for each street
- Verification of existing striping, including striping quantities for each street.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents to be placed on the RTC eBid web site.
- Up to ten (10) external storage devices (thumb drives) to be provided with the complete set of slurry, patching, and striping maps.

CONSTRUCTION SERVICES

2.1.E. Administration

Provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the RTC
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, field reports in an electronic .pdf on thumb drives

2.1.G. Inspection

The following staffing shall be provided during asphalt patching placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for sixty (60) shifts, for a total of 600 hours for the asphalt patching operations.

The inspector(s) will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List

2.1.H. Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Provide Slurry Aggregate testing. Weekly aggregate testing will include: Sand Equivalent, Durability, and Sieve Analysis, including a 200 wash. A total of two (2) samples will be acquired and tested.
- Provide Chip Seal Aggregate testing. Weekly aggregate testing will include: Cleanness Value, Fractured Faces, and Sieve Analysis, including a 200 wash. A total of two (2) samples will be acquired and tested.
- Provide Slurry Emulsion testing. Partial emulsion testing will be completed in-house for Residue by Evaporation and Ring and Ball Softening Point as per the specified test method. Testing frequency shall be two (2) samples for the entire project.
- Provide Chip Seal Emulsion testing. Partial emulsion testing will be completed in-house for Rotational Paddle Viscosity as per the specified test method. Testing frequency shall be two (2) samples for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability, and Marshall unit weight. Ten (10) – hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Twenty-four (24) – asphalt cores are anticipated. Test reports will also include percent compaction.

2.1.1. Project Contingency

This task is contingency for miscellaneous increases within the scope of this contract in the performance of services. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval. This task may or may not be used at the sole discretion of the RTC.

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Principal in Charge – Lonnie Johnson, P.E.
- Project Manager – Garth Oksol, P.E.
- Construction Project Coordinator –
- Geotechnical Engineer –
- Survey Project Manager – Guillermo "Bill" Carey, PLS

Exhibit B

Compensation

Exhibit B-1

**RTC of Washoe County
2023 Corrective Maintenance Project**

Task		Principal	Senior Project Engineer (PM)	Project Engineer	Project Designer	Construction	Survey	Project Financial Accountant	Administration		
		\$230	\$220	\$175	\$155			\$105	\$60		
	Design Services										
2.1.A-1	Layout/Design	8	40	120	200			6	2	\$63,390	
	Pavement/ADA Condition		8	8	88					\$16,800	
	Survey		2	4	16					\$3,620	
	Subconsultant - MAPCA						\$25,400			\$25,400	
			\$1,840	\$11,000	\$23,100	\$47,120				\$120	\$109,210
	Construction Services										
2.1.E	Administration	8	32	40				6	2	\$16,630	
2.1.G-1	Inspection		4							\$880	
	Subconsultant - CME					\$98,880				\$98,880	
2.1.H	Testing		4							\$880	
	Subconsultant - CME					\$41,320				\$41,320	
		\$1,840	\$8,800	\$7,000		\$140,200			\$120	\$158,590	Construction

Project Budget	\$2,300,000	
Design Services	\$109,210	4.7%
Construction Services	\$158,590	6.9%
Contingency	\$30,000	

Total Fee \$297,800

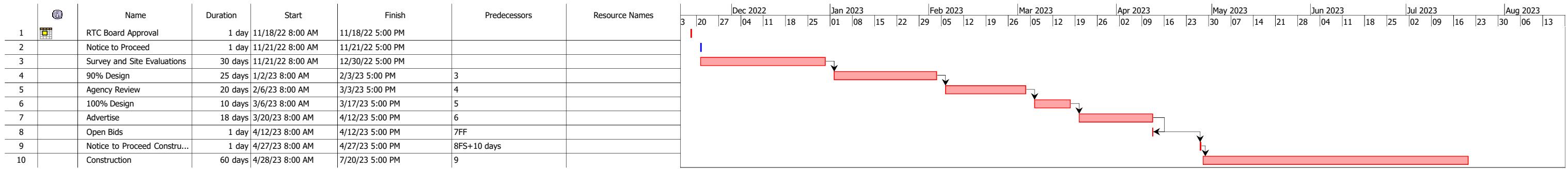


Exhibit B-2

**J-U-B Engineers, Inc.
Fee Schedule 2022**

Labor Category	Hourly Rate
Principal / Program Manager	\$190-\$230
Project Engineer – Senior/Lead	\$195-\$230
Project Manager	\$180-\$200
Project Engineer	\$160-\$195
Project Designer	\$125-\$155
CAD Designer	\$100-\$160
Environmental Specialist Lead/Senior	\$155-\$210
Environmental Scientist	\$85-\$135
Survey PLS – Senior/Discipline Lead	\$195-\$210
Survey PLS - Lead	\$150-\$185
Survey Technician – Lead/Senior	\$100-\$140
Project Designer	\$125-\$155
Assistant Designer/Intern	\$70-\$125
Survey Technician	\$80-\$120
Project Financial Accountant	\$80-\$110
Administrative Assistant	\$45-\$80

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A 10 percent markup will be applied to Subconsultant fees.



JUB
RTC 2023 CORRECTIVE MAINTENANCE
LEAR BLVD, NEIL ROAD & GREG STREET
INSPECTION & MATERIALS TESTING

DATE : REV NO. 1 11/4/2022

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
PROJECT MANAGER					60 WORKING DAYS
REPORTS & MEETINGS	12	3	\$ 180.00	\$ 6,480.00	12 WEEK CONSTRUCTION SCHEDULE
PLAN & SPECIFICATION REVIEW	1	2	\$ 180.00	\$ 360.00	
VEHICLE	12	1	\$ 10.00	\$ 120.00	

FULLTIME INSPECTION					60 WORKING DAYS
INSPECTOR REG.	60	8	\$ 135.00	\$ 64,800.00	
INSPECTOR O.T.	60	2	\$ 176.00	\$ 21,120.00	
VEHICLE	600		\$ 10.00	\$ 6,000.00	

ON CALL TESTING TECHNICIAN					
TECHNICIAN REG. PAVING OVERLAY	6	6	\$ 115.00	\$ 4,140.00	
TECHNICIAN O.T. PAVING OVERLAY			\$ 150.00	\$ -	
TECHNICIAN REG. PATCH PAVING	6	3	\$ 115.00	\$ 2,070.00	
TECHNICIAN O.T. PATCH PAVING			\$ 150.00	\$ -	
TECHNICIAN REG. CONCRETE	20	2	\$ 115.00	\$ 4,600.00	
TECHNICIAN O.T. CONCRETE			\$ 150.00	\$ -	
TECHNICIAN REG. HMA CORING	3	6	\$ 115.00	\$ 2,070.00	
TECHNICIAN O.T.			\$ 150.00	\$ -	
TECHNICIAN REG. HMA PLANT INSPECTION			\$ 115.00	\$ -	
VEHICLE	112		\$ 10.00	\$ 1,120.00	
NUCLEAR GAUGE			\$ 10.00	\$ -	

LABORATORY TESTING					
MOISTURE DENSITY CURVE, SA, PI			\$ 540.00	\$ -	
CONCRETE CYLINDERS	20		\$ 210.00	\$ 4,200.00	20 POURS / SETS OF 6
SAND EQUIVALENT	2		\$ 120.00	\$ 240.00	1 SAMPLE / WEEK - 2 WEEKS
DURABILITY	2		\$ 150.00	\$ 300.00	1 SAMPLE / WEEK - 2 WEEKS
SIEVE ANALYSIS	2		\$ 120.00	\$ 240.00	1 SAMPLE / WEEK - 2 WEEKS
EMULSION TESTING	2		\$ 250.00	\$ 500.00	1 SAMPLE / WEEK - 2 WEEKS
ASPHALT CEMENT FULL SERIES	6			N/C	TESTED BY NDOT
HMA PLANT SA, LAR, PI, FRACTURED FACES			\$ 560.00	\$ -	
HMA FULL SERIES W / 3 CORES	24		\$ 910.00	\$ 21,840.00	

ESTIMATED TOTAL FEE \$ 140,200.00

1. BASED ON NOT PAYING PREVAILING WAGES



11.2.2022

Garth Oksol, PE
J-U-B ENGINEERS, INC.
5190 Neil Road, Suite 500
Reno, NV 89502

P22-312

**Re: RTC 2023 Corrective Maintenance Project
Lear Blvd., Neil Road and E. Greg Street
Washoe County, Nevada**

Dear Garth;

MAPCA SURVEYS is pleased to respond to J-U-Bs request for cost proposal for the RTC project. This letter is our proposal to provide surveying and mapping services. Our proposed scope of work and project costs are as follows:

TASK 1: LEAR BOULEVARD - LAT: 39.642536 N LONG: -119.870502 W

Field surveys and office support to establish primary horizontal and vertical control points for mapping and future construction. Field surveys, photogrammetric mapping and office support to provide topographic surveys for street maintenance along Lear Blvd. between Zeolite Dr. and Sage Point Ct. (5,000±LF). The information will be provided for a width right of way to right of way plus 15 feet past right of way, 100 feet± beyond the intersections and will include existing stripping, edge of pavement, curb/gutter, flow line, hinge points; surface utilities to include location and rim of all sewer and storm drain manholes, culverts, location of rim for all water and gas valves, boxes/vaults, location and rim of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments. Overlay County GIS right of way and centerline information to include assessor's parcel numbers.

TASK 1 FEE:\$8,900.00

TASK 2: NEIL ROAD - LAT: 39.487846 N LONG: -119.780298 W

Field surveys and office support to establish primary horizontal and vertical control points for mapping and future construction. Field surveys, photogrammetric mapping and office support to provide topographic design surveys along Neil Road between E. Peckham Lane and Airway Dr. (3,500±LF). The information will be provided for a width right of way to right of way plus 15 feet past right of way, 100 feet± beyond the

intersections and will include existing stripping, edge of pavement, curb/gutter, flow line, hinge points; surface utilities to include location and rim of all sewer and storm drain manholes, culverts, location of rim for all water and gas valves, boxes/vaults, location and rim of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments. Overlay County GIS right of way and centerline information to include assessor's parcel numbers.

TASK 2 FEE:\$ 8,000.00

TASK 2A: LEGAL DESCRIPTIONS - EXHIBIT PLATS (Optional)

Research record documents including deeds/maps, obtain preliminary Title Report from Title company. Resolve boundary and prepare legal descriptions and exhibit plats for potential easements/right of way acquisition at or near intersection of Neil Rd. and Model Way.

Boundary Survey, Legal Descriptions & Plat (each)..... \$1,200.00
Title Reports (each)..... \$ 600.00

TASK 2A FEE (EACH) \$1,800.00 (EACH)

TASK 3: E. GREG STREET - LAT: 39.522670 N LONG: -119.705833 W

Field surveys and office support to establish primary horizontal and vertical control points for mapping and future construction. Field surveys, photogrammetric mapping and office support to provide topographic design surveys along Lear Blvd. between Zeolite Dr. and Sage Point Ct. (4,200±LF). The information will be provided for a width right of way to right of way plus 15 feet past right of way, 100 feet± beyond the intersections and will include existing stripping, edge of pavement, curb/gutter, flow line, hinge points; surface utilities to include location and rim of all sewer and storm drain manholes, culverts, location of rim for all water and gas valves, boxes/vaults, location and rim of storm drain inlets/catch basins; utility poles/anchors, fences; signs, existing survey monuments. Overlay County GIS right of way and centerline information to include assessor's parcel numbers.

TASK 1 FEE:\$8,500.00

DATUMS:

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City benchmarks

DELIVERABLES:

Digital mapping of survey control network, ascii file of control, delivered on CD-ROM and hard copy sketch of location of survey control. Digital topographic mapping at a mapping scale of 1 inch = 40 feet and color ortho photos.

SCHEDULE:

Upon notice to proceed, MAPCA will commence field surveys and complete mapping within 2-3 weeks

I look forward to the opportunity, if you should have any questions, please do not hesitate to call.

Sincerely,
MAPCA SURVEYS, INC.



Guillermo (Bill) Carey, PLS
Principal

Exhibit C

Indemnification and Insurance Requirements

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS
[NRS 338 DESIGN PROFESSIONAL]

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 335-1845.

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to save and hold harmless and fully indemnify RTC, Washoe County, City of Reno and City of Sparks including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

- A. Negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are based upon or arising out of the professional services of CONSULTANT; and
- B. Violation of law or any contractual provisions or any infringement related to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions resulting from the use by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any violation or infringement resulting from the modification or alteration by the Indemnitees of any materials, devices, processes, equipment, or other deliverable (including software) not consented to by CONSULTANT.

CONSULTANT further agrees to defend, save and hold harmless and fully indemnify the Indemnitees from and against any and all Damages arising out the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or CONSULTANT's agents, employees, officers, directors, subconsultants, or anyone else for whom CONSULTANT may be legally responsible, which are not based upon or arising out of the professional services of CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions of CONSULTANT or anyone else for whom CONSULTANT is legally responsible, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate of the Indemnitees pay or compensation for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.B above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of the Professional Services Agreement.

The provisions of this Agreement are separate and severable and it is the intent of the Parties hereto that in the event any provision of this Agreement should be determined by any court of competent jurisdiction to be void, voidable or too restrictive for any reason whatsoever, the remaining provisions of this Agreement shall remain valid and binding upon said Parties. It is also understood and agreed that in the event any provision should be considered, by any court of competent jurisdiction, to be void because it imposes a greater obligation on CONSULTANT than is permitted by law, such court may reduce and reform such provisions to limitations which are deemed reasonable and enforceable by said court.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described below insuring 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 CONSULTANT, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of

cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any subconsultants by RTC. CONSULTANT, and any subconsultants, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each subconsultant evidencing that CONSULTANT and each subconsultant maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any subconsultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, omission, or negligent act arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Amanda Callegari, Engineer II

RECOMMENDED ACTION

Authorize a request for proposals for environmental services, final design, and engineering services for the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project.

BACKGROUND AND DISCUSSION

This request for proposals (RFP) is a solicitation for professional services for the Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project (Project) to complete the Environmental (NEPA) and Design phases. The Project is located in the North Valleys area within the City of Reno and unincorporated Washoe County jurisdictions. The Project extends from Fleetwood Drive at the southern limit to Ramsey Way at the northern limit and is classified as a medium access control arterial. The existing Lemmon Drive roadway alignment is located within the Federal Emergency Management Agency (FEMA) 100-year floodplain and is designated as Special Flood Hazard Area. The purpose of this Project is to reconstruct and realign the segment of Lemmon Drive above the 100-year floodplain to provide resilience during extreme weather events and safe connectivity for the community. Additional safety benefits include the elimination of direct driveway access to Lemmon Drive and the construction of dedicated bike lanes and separated multi-use path.

An alternatives analysis and preliminary engineering (30% design) was completed in October of 2022. This procurement will begin the qualification-based selection process to identify the top-ranked firm to perform environmental services, final design, and engineering services for the Project. The primary scope of services includes: project management, public involvement and outreach, agency coordination, environmental services, and design services to generate a final plans and specification package to advertise for construction.

The Regional Transportation Improvement Program (RTIP) as amended shows Preliminary Engineering (NEPA and Design) being performed in federal fiscal year 2023 and construction following in federal fiscal year 2025. RTC has allocated federal funds for the project and is currently in the process of executing a Local Public Agency (LPA) Agreement with NDOT for the administration of federal funds for preliminary engineering and construction.

Consultant proposals will be evaluated on: project approach, proposed project team, past performance on relevant projects, as well as project knowledge including understanding of local needs and technical challenges associated with the Project.

FISCAL IMPACT

Appropriations for NEPA and Design are included in the FY 2023 Capital Budget.

PREVIOUS BOARD ACTION

There has been no previous board action taken.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, NEVADA**

Request for Proposal (RFP)

RTC 23-05

Instructions for Submitting a Proposal to Perform

**Professional Services for
Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project
NEPA/Final Design**

Due: February 16, 2023
No later than 2:00:00 p.m.



Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, NV 89502

Tel: 775-348-0400

Fax: 775-324-3503

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ATTACHMENTS

Attachment A – Scope of Services	
Attachment B – Evaluation/Scoring Sheet	
Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200	
Attachment D – Affidavit of Non-Collusion	
Attachment E – Certification Required by Section 1352 of Title 31, United States Code	
Attachment F – DBE Good Faith Effort Documentation	
Attachment G – Contractor/Consultant Proposal DBE Commitment	

INCORPORATED BY REFERENCE

The following documents referenced and incorporated herein are available on www.rtcwashoe.procureware.com:

1. Form Contract, including indemnification and insurance requirements.

The Lemmon Drive Segment 2 Alternatives Analysis and Preliminary Plans are available at <https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2-traffic-improvements-and-resiliency/>

SECTION 1 – INTRODUCTION

The Regional Transportation Commission of Washoe County, Nevada (RTC) is issuing this Request for Proposals (RFP) and will select the most qualified firm with whom to negotiate a fair and reasonable price and finalize a contract. Issuance of this RFP shall in no way constitute a commitment by the RTC to execute a contract.

The RTC reserves the right to issue addenda to this RFP prior to the proposal due date and may extend the proposal due date by addendum if necessary. Proposers are responsible for checking for any addenda at www.rtcwashoe.procurement.com.

Proposers are solely responsible for any costs incurred during this procurement process. The RTC reserves the right to reject all proposals received, or to cancel this RFP at any time if in the best interests of the RTC.

SECTION 2 – SCOPE OF SERVICES

The project, background, and services and deliverables to be provided, are described in Attachment A – Scope of Services.

SECTION 3 – CONTRACT TYPE AND METHOD OF PAYMENT

This will be a project specific contract. The method of payment will be based on specific rates of compensation for specified personnel for agreed upon hours, as negotiated with the selected firm after conclusion of the evaluation process. The contract will specify a maximum amount payable for specific tasks and/or for all services to be provided under the contract. The maximum amount payable shall not be exceeded unless adjusted by a contract amendment.

SECTION 4 – EVALUATION FACTORS

This will be a qualifications-based selection process as required by [40 U.S.C. 1101-1104 (Brooks Act) and] NRS 625.530. No pricing or cost information is to be provided with the proposal. Compensation will be negotiated with the most qualified firm after conclusion of the evaluation process. The RTC will determine the most qualified firm based on the factors identified in Attachment B – Evaluation/Scoring Sheet.

SECTION 5 – MINIMUM QUALIFICATIONS

A. Registered Professional Engineers and Land Surveyors

The proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the proposal. Such individual(s) must be employed by the firm that is submitting the proposal for consideration by the RTC. A firm cannot meet the registration requirements of

NRS Chapter 625, for qualification purposes, by “borrowing” such a person from another firm under the guise of a “Joint Venture” submission. Each firm of a Joint Venture must be qualified by the RTC by having a Nevada licensed Professional Engineer on staff; each Joint Venture firm must stand alone in this requirement. If the proposal is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the proposal. The individuals so named must be Nevada licensed Professional Engineers at the time of submission; pending licenses do not qualify.

B. Nevada Business License

The selected firm must be appropriately licensed by the Office of the Secretary of State, pursuant to NRS 76.100, prior to doing business in the State of Nevada. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Before a contract can be executed, the successful proposer will be required to provide the following:

1. Nevada State Business License Number; and
2. Business Entity’s Legal Name (affirm that it is the same name under which the firm is doing business).

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

SECTION 6 – SMALL BUSINESS ENTERPRISE (SBE) AND EMERGING SMALL BUSINESS (ESB) PARTICIPATION

The RTC encourages Small Business Enterprise (SBE) and Emerging Small Business (ESB) participation on its projects. RTC expects prime contractors to extend contracting opportunities to SBE and ESB entities on this project, whenever such opportunities exist.

SECTION 7 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, and RTC DBE Program 2020-2022, apply to this contract. RTC’s DBE Program can be found at: <https://www.rtcwashoe.com/wp-content/uploads/2019/07/DBE-Program-for-FFY-2020-2022.pdf>.

It is the policy of RTC to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids. Award of this contract will be conditioned on satisfying the requirement of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE.

A DBE contract goal of FOUR PERCENT (4%) has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

Proposers will be required to submit the Demonstration of Good Faith Efforts forms and the DBE Participation List with the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

SECTION 8 – PROCUREMENT SCHEDULE

Task	Date
RFP Issued	Thursday, January 12, 2022 at 8:00 AM
Pre-Proposal Conference	Monday, January 23, 2022 at 2:00 PM
Questions Due	Friday, January 27, 2022 by 4:00 PM
RTC Responds to Questions by Addendum	Friday, February 3, 2023 by 4:00 PM
Proposals Due	Thursday, February 16, 2023 at 2:00 PM
Interviews (if needed)	March 2023
Contract Executed	May 2023

The RTC reserves the right to alter any of the dates or times shown above by addendum.

SECTION 9 – PRE-PROPOSAL CONFERENCE

The non-mandatory Pre-Proposal Conference will be held via Zoom/Conference call on **Monday, January 23, 2022, at 2:00 PM**. The purpose of the pre-proposal conference is to review the procurement process, the RTC’s needs and specifications, and to address any pertinent questions from interested parties. Participation is strongly encouraged. Although RTC staff may provide verbal answers to some questions raised at the pre-proposal conference, only those answers issued in a written addendum to this RFP will be considered valid and binding on the RTC.

To join the Zoom/Conference call:

<https://us02web.zoom.us/j/85197875716?pwd=SlZSN0JDeS96R1pNODhueDc0M0xRdz09>

US Toll-free: 833 548 0276 US Toll-free
 Meeting ID: 851 9787 5716
 Passcode: 625658

SECTION 10 – PROPOSER QUESTIONS

Any and all questions raised by proposers must be posted to <https://rtcwashoe.procureware.com> by the deadline specified in the schedule above. All requests must be accompanied by a corresponding reference to the name of this RFP.

RTC will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on <https://rtcwashoe.procureware.com>. Only requests submitted through <https://rtcwashoe.procureware.com> will be considered.

SECTION 11 – PROPOSALS

Proposals must not include any pricing or cost information. Proposers must adhere to the following requirements and limitations in preparing their proposals:

1. The proposal must include a cover letter. The cover letter must be single-spaced, and must not exceed two (2) 8½" x 11" pages. The cover letter must include the proposer's contact information including name of the proposer, name of a contact person, mailing address, telephone number, and email address.
2. The proposal must respond to each Evaluation Factor in the exact order presented in Attachment B – Evaluation/Scoring Sheet. Each response must be contained in its own unique, numbered section bearing the same number and title as the Evaluation Factor being addressed.

The responses to the Evaluation Factors, including any tables, must be 1.0 line spacing, must use no smaller than 11 point font, and must not exceed **FIFTEEN (15)** 8½" x 11" pages. Any use of 11" x 17" pages will be counted as two (2) pages each. Only the responses to the Evaluation Factors count towards this page limit.

3. Proposers must attach resumes for all personnel on the proposed Project Team. There is no page limit for resumes.
4. Proposers must attach a statement disclosing any existing or potential conflicts of interest relative to the performance of the services described in this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed.
5. Proposers must attach a signed acknowledgement form for each addendum, if any.
6. Proposers must specify any objections to the terms and conditions described in this RFP. Any objections should be stated on a separate attachment titled "Objections to RFP". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the RFP. The nature and extent of any objections taken will be

considered by the RTC in the selection process. OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

7. Proposers must specify any objections to the terms and conditions in the Form Contract available at <https://rtcwashoe.procureware.com>. Any objections should be stated on a separate attachment titled "Objections to Form Contract". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the Form Contract. The nature and extent of any objections taken will be considered by the RTC in the selection process. OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.
8. The proposal must have a page divider between each of the seven (7) above.
9. Proposers must provide signed copies of each of the following: Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200; Attachment D – Affidavit of Non-Collusion; Attachment E – Certification Required by Section 1352 of Title 31, United States Code; Attachment F – DBE Good Faith Effort along with any necessary supporting documentation; and Attachment G – Contractor/Consultant Proposal DBE Commitment.
10. Proposers must provide one copy of their financial statements (including balance sheet and income statements) for the last two (2) years. If proposer is a wholly-owned subsidiary of a parent company, it must also submit the financial statements of its parent company for the same two (2) years. The financial statements must set forth the financial status of the entity or business unit that will actually perform the work.

Failure to meet the above stated requirements and limitations may result in a proposal being deemed non-responsive in the RTC's discretion. Later alterations, modifications, or variations to a proposal will not be considered unless authorized by the RFP or an addendum.

SECTION 12 – SUBMITTAL INSTRUCTIONS

Proposers have two options for submitting their proposal and proposal materials.

Option 1: Proposers may submit the following via www.rtcwashoe.procureware.com:

- The proposal and required attachments
- The proposer's financial statements
- Signed copies of Attachment C, Attachment D and Attachment E of this RFP

Option 2: Alternatively, proposers may submit the following in a sealed envelope or box plainly marked with the name and title of this RFP, and the name and return address of the proposer:

- Five (5) memory sticks/flash drives each containing a copy of the proposal and required attachments (with the exception of proposer's financial statements)
- Five (5) hardcopies of the proposal and required attachments (with the exception of proposer's financial statement)
- One (1) memory stick/flash drive with a copy of proposer's financial statements and signed copies of Attachment C, Attachment D and Attachment E of this RFP

The sealed envelope or box must be submitted to the attention of:

Christopher Benham
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502

Proposals received after the specified deadline **will not** be considered and will be disposed of in an appropriate manner suitable to the RTC, in its sole discretion.

Proposers will be solely responsible for the timely delivery of proposals. No responsibility will attach to the RTC, or any official or employee thereof, for failure to open a proposal not properly submitted. Faxed and/or e-mailed proposals are not allowed and will not be considered.

SECTION 13 – RULES OF CONTACT

Proposers shall **only** correspond with the RTC regarding this RFP through the RTC's designated representative. The designated representative's contact information is:

Christopher Benham
Procurement Analyst
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502
cbenham@rtcwashoe.com
(775) 335-1868

Proposers shall not contact the RTC's employees, including RTC heads, members of the review committee and/or any official who will participate in the selection and award process, except through the process specified herein. Any communications determined to be improper may result in disqualification at the discretion of the RTC. Information regarding the RFP will be disseminated by the RTC on <https://rtcwashoe.procurement.com>. The RTC will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a proposal being deemed non-responsive in the RTC's discretion.

**SECTION 14 – CONFIDENTIAL INFORMATION, TRADE SECRETS, AND/OR
PROPRIETARY INFORMATION**

All materials submitted become the property of the RTC and will not be returned. The RTC's selection or rejection of a proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. The RTC shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

Confidential information, trade secrets, and/or proprietary information must be marked as such in the proposal on each page. The failure to mark this information as per NRS 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the RTC. If the RTC reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the RTC will contact the firm. The firm must advise the RTC as to whether it either accepts the RTC's determination that the information is not confidential, or withdraws the information. The firm will not be allowed to alter the proposal after the date and time set for receipt of proposals. Notwithstanding the provisions in NRS Chapter 332, the RTC retains its immunity pursuant to the provisions of NRS 239.12 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

Any information submitted pursuant to the above procedure will be used by the RTC only for the purposes of evaluating proposals and conducting negotiations.

If a lawsuit or other court action is initiated to obtain proprietary information, a firm who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information, at its own cost. Failure to do so shall be deemed firm's consent to the disclosure of the information by the RTC, firm's waiver of claims for wrongful disclosure by RTC, and firm's covenant not to sue RTC for such a disclosure.

Firm also agrees to fully indemnify the RTC if the RTC is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

SECTION 15 – EVALUATION PROCESS

A review committee will evaluate the proposals. The review committee will be comprised of RTC staff and may include other members representing local entities.

Oral interviews may be conducted at RTC's sole discretion with firms within a competitive range. In the event that the RTC elects to conduct interviews, each proposer in the competitive range will be advised of the format and schedule for interviews.

If interviews are not conducted, the final ranking will be determined based on scoring of the proposals. If interviews are conducted, the final ranking will be determined by the review

committee after the interviews. Failure of a proposer to appear at an oral interview, if the committee elects to conduct such interviews, will be considered non-responsive, and that proposer will be eliminated from any further consideration.

SECTION 16 – NEGOTIATION OF AGREEMENT

After the final ranking, the RTC and the highest ranked proposer will finalize the scope of services, schedule of services and attempt to negotiate a fair and reasonable price and finalize the contract. The RTC shall have the right to conduct a cost/price analysis and any other analysis necessary to determine whether or not the price is fair and reasonable. All costs incurred by the proposer in connection with the negotiations shall be borne by the proposer and there shall be no right to reimbursement from the RTC. Negotiations shall be confidential and not subject to disclosure to competing firms. The terms agreed to by the parties shall be confidential until a contract is executed.

If an acceptable agreement cannot be reached with the highest ranked proposer, the RTC may terminate negotiations with that proposer and proceed to negotiate with the next highest ranked proposer, and so on, until an acceptable agreement is negotiated, or the RTC, in its sole discretion, elects to terminate the procurement.

If an acceptable agreement is reached, the contract will be submitted to the RTC's governing body with a recommendation of award. After award and execution of the contract, proposals can be requested from the RTC via a public records request.

SECTION 17 – PROTEST PROCEDURES

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13 at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.

Attachment A

Scope of Services

Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project

DRAFT

1. INTRODUCTION

This Request for Proposal (RFP) seeks to select one (1) firm for environmental services, permitting assistance, final engineering and design, and bidding services for the proposed improvements. RTC is anticipating to use a typical design-bid-build project delivery method. RTC will negotiate and enter into an agreement with the successful Consultant to complete the National Environmental Policy Act (NEPA) process, with the FHWA as the Lead Agency. At the completion of the NEPA process, the Consultant shall complete final design and perform bidding services. RTC will advertise a separate RFP to cover Construction Management Services for the construction.

The Regional Transportation Improvement Program (RTIP) as amended shows NEPA being performed in federal fiscal year 2023. The Regional Transportation Plan (RTP) currently shows construction of these improvements completed in the 2021 - 2025 time period. The estimated total cost of the improvements in the 2050 RTP is \$39 million. RTC has allocated federal funds for the project and is currently in the process of executing Local Public Agency (LPA) agreement with NDOT for the administration of federal funds.

2. PROJECT LOCATION AND BACKGROUND

The Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project (Project) is located in the North Valleys area within the City of Reno and unincorporated Washoe County jurisdictions. The Project extends from Fleetwood Drive at the southern limit to Ramsey Way at the northern limit and is classified as a medium access control arterial. The existing Lemmon Drive roadway alignment is located within the Federal Emergency Management Agency (FEMA) 100-year floodplain and is designated as Special Flood Hazard Area. Swan Lake and the associated wetlands are within a closed basin and are not classified as Waters of the U.S. with the U.S. Army Corps of Engineers (USACE).

The purpose of this Project is to reconstruct and realign the segment of Lemmon Drive above the 100-year floodplain to provide resilience during extreme weather events and safe connectivity for the community. Additional safety benefits include the elimination of direct driveway access to Lemmon Drive and the construction of dedicated bike lanes and separated multi-use path.

An alternatives analysis and preliminary engineering (30% design) was completed in October of 2022. The Consultant shall obtain, review, and make use of all available data and existing information including, but not limited to preliminary plans, cost estimates, alternatives analysis and supporting documentation, and other project information provided by the RTC.

3. GENERAL DESCRIPTION OF SERVICES

The work consists of providing environmental and professional engineering services to advance the Project through the National Environmental Policy Act (NEPA) process and develop a package to advertise for construction. All work shall be in accordance with and meet the requirements of NDOT's LPA manual, which can be accessed using the following link:

<https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/engineering/design/local-public-agency>

Major milestones anticipated to maintain the overall Project schedule are listed below:

- Service Provider Agreement: May 2023
- NEPA: May 2023 – April 2024
- Final Design: August 2023 – January 2025
- Invitation to Bid: January 2025 – April 2025

The following sections provide general guidance to the Consultant in preparing a detailed proposal for this RFP. These sections do not necessarily represent the full scope of services expected from the Consultant. The Consultant selected for this Project will be very experienced in performing similar work and it is expected that the Consultant will identify additional tasks or propose alternative methods and techniques within its proposal to successfully complete this Project. The Consultant shall identify and provide a Project Team necessary to deliver the Project within established schedules and budgets. The initial tasks and activities are expected to include, but may not be limited to, the following:

- Project management
- Public and stakeholder involvement and outreach
- Environmental studies and services to support NEPA approval
- Geotechnical investigation
- Surveying and aerial mapping
- Right-of-way utilities and subsurface utility exploration (SUE)
- Right-of-way acquisition and support
- Traffic analysis
- Drainage analysis
- Value Engineering, Cost Risk Analysis, Benefit/Cost analysis
- Constructability reviews
- Landscaping and aesthetics
- Final design engineering, cost estimates, and technical/special provisions
- Document management
- Project Delivery Selection Approach (PDSA)
- Grant application support

4. PROJECT MANAGEMENT

The Consultant shall provide a Project Manager responsible for the timely completion of services described herein Attachment A “Scope of Services” and to work in cooperation with the RTC Project Manager to deliver the Project. The Consultant Project Manager will be responsible for the ongoing project coordination of Consultant activities for the duration of the work and shall be the main point of contact on the Project. The Consultant Project Manager shall also maintain coordination and communication, as appropriate, with local, state, and federal agencies, as well as private stakeholders, property owners, local and state permitting agencies, and utility providers as required for the progress of the scope of work detailed in this document.

The Consultant shall provide effective project management that will deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to successfully complete the project; conduct a cost and risk assessment workshop including a value engineering session and perform continuous risk assessment and evaluation

techniques.

The Consultant shall be responsible for scheduling, attending, preparing exhibits, and providing meeting minutes for meetings as required by the RTC. The initial Project Management tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Kickoff, progress, design coordination and review, and miscellaneous meetings
- Project Management Plan
- Manage critical path schedule for this scope of service
- Pre-construction and construction schedules
- Project coordination and documentation
- Risk Assessment and Value Engineering
- Benefit/Cost Analysis
- Quality Assurance/Quality Control
- PM support services
- Outreach support services

Project management tasks, activities, and deliverables also include, but are not limited to, project setup and administration, including preparation and execution of subconsultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation and monthly updates of the project schedule, continued management of subconsultants, quality assurance on deliverables, coordination with the RTC Project Manager, project closeout, and other project management support services as directed.

5. PUBLIC AND STAKEHOLDER INVOLVEMENT AND OUTREACH

The Consultant will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the objectives of the Project. The Plan shall include a proactive public involvement process for all stages of project development. The objectives of the proactive public involvement processes should include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process prior to closure.

Public Information Meetings will be held with residents, property owners adjacent to the project, stakeholders, and other members of the public to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties.

Outreach efforts should consider inclusion of the various Neighborhood Advisory Boards (City of Reno), as well as businesses and business groups. These efforts shall be coordinated with the RTC Communications Team. Public involvement and outreach activities to communicate proposed Project improvements include, but are not limited to, the following:

- Public Outreach and Involvement Plan
- Stakeholder Database
- Website and Digital Outreach
- Public Information Meetings

- Project Scoping Meeting
- NEPA Public Hearing
- Individual property owner and stakeholder meetings
- Presentation to Councils, Boards and Commissions
- Outreach and presentations to Local and State Agencies

6. ENVIRONMENTAL STUDIES AND SERVICES

The Consultant shall provide environmental services up to and including completion of the National Environmental Policy Act (NEPA) process. It is anticipated at this time a Categorical Exclusion (CE) will be required. Consultant will identify foreseeable potential actions that would require federal agency review and provide recommendations as to the potential project development considerations that may be encountered.

The Consultant will conduct data collection and field investigations to complete all necessary environmental studies, tasks, analysis, and deliverables to support the completion of the National Environmental Policy Act (NEPA) process. The environmental tasks, activities, and deliverables provided by the Consultant include, but may not be limited to, the following:

- Notice of Intent to Study, Scoping, Purpose and Need Statement, and Alternative Development
- Plan, schedule, and support all Public Information Meetings
- Develop a Draft NEPA Document to include data collection, investigation, analysis, and documentation of significant impacts and proposed mitigation measures
- Dissemination of draft document for agency and public review and comment and response preparation
- Plan, schedule, and support the Public Hearing
- Develop Final NEPA Document
- Preparation of draft Final Design Report for NDOT's submittal to FHWA.
- Data collection and field investigation
- NEPA coordination with NDOT and resource agencies
- Regulatory coordination and permitting
 - Initiate Construction permit submittals to ensure overall Project schedule is maintained
 - Obtain regulatory permits required for geotechnical investigation and Construction of the Project

6.1 ENVIRONMENTAL PERMITTING

Consultant will meet with each of the potential permitting agencies and discuss a permitting strategy and permitting requirements for the Project, any known limitations to construction methods and any mitigation expected for project permitting. This will clarify which regulatory agencies will assert jurisdiction over the project and the permitting that each will require, if any.

Permits for the project may include but are not limited to: Nevada Division of Environmental Protection Working in Waters Permit, 401 Water Quality Permit, Construction Stormwater Permit, discharge permits for dewatering; building and grading permits and associated local floodplain management; Special Use Permit; Nevada Division of State Lands Permits; and other permits as identified throughout the review

process. For each required permit identified, Consultant will develop a summary of submittal requirements, timelines, risks to the project, and permitting fees.

7. INVESTIGATION OF EXISTING CONDITIONS

7.1 UTILITIES

Consultant will coordinate with utility companies to obtain existing utility information and records of existing and planned improvements. Consultant will investigate and conduct Subsurface Utility Exploration (SUE) designating services to support the engineering design requirements and construction plan development, perform utility analysis, and determine impacts within the Project limits. Consultant will investigate and locate above-ground utility features and subsurface utilities within the roadway alignment right-of-way and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data.

Based on field investigation, Consultant will provide RTC a list of utility companies whose utilities are likely to be within the Project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and Consultant will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the Project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies, and incorporate utility design, as necessary, into the Project plans and specifications.

The right-of-way utilities tasks, activities, and deliverables may include, but are not limited to, the following:

- Field review, data collection, and obtaining existing utility information
- Perform quality level A, B, C, & D SUE
- Conduct utility evaluation and prepare Utility Impact Matrix
- Task management and utility coordination
- Identify any Right-of-Way impacts due to the relocation of the utilities
- Prior Rights Exhibit identifying the prior rights on all impacted utilities
- Right-of-way survey and support

7.2 Geotechnical Investigation and Design

The Consultant will research and review existing preliminary geotechnical studies and reports, perform a geotechnical investigation/analysis to include a field review of existing conditions and review existing geotechnical information. The Consultant will obtain all necessary permits and easements to conduct the geotechnical investigation. Perform all field and laboratory investigations and perform all analyses to provide complete geotechnical reports and final design for the project.

Field investigation consists of, but not limited to, drill hole borings, obtaining soil samples and conducting field testing. Perform laboratory testing to evaluate physical and engineering properties of sub-soils. Laboratory testing will be based primarily on project needs, actual soil conditions encountered during drilling activities, and samples recovered from borings. Groundwater levels will be measured during or shortly after the exploration.

The Consultant services include a Geotechnical Study and Geotechnical Report to evaluate subsurface soil conditions along the proposed roadway alignment and other locations throughout the Project limits. The Geotechnical Report will provide a description of site and soil conditions, geology and seismic conditions, description of field work, discussion of findings, conclusions, construction recommendations, design results and recommendations associated with the drilling exploration. Boring logs with location map and laboratory testing results to be included in the study. Miscellaneous structure design recommendations should include projected excavation efforts of the subsurface materials, global stability, temporary construction slopes, backfills, lateral earth pressures, concrete corrosion, and earthwork. Construction recommendations should include site preparation and grading recommendations, soil stabilization and treatment alternatives, pavement structural section recommendations, as well as anticipated construction difficulties.

7.3 SURVEY

The Consultant shall perform all necessary field surveys, photogrammetric mapping, aerial planimetric survey, and office support to provide topographic design surveys. Mapping shall be detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, and right-of-way impacts. The survey should cover all necessary physical elements to ensure accuracy of information for design elements needed to establish footprint of impacts, determine feasibility, and match conditions of improvements. Field survey should adequately locate existing property lines. Surveys shall be performed under direct supervision of a Nevada Registered Professional Land Surveyor.

8. RIGHT-OF-WAY

The Consultant will perform all right-of-way engineering activities, including: obtaining and reviewing title reports for the affected ownerships along the proposed alignment, legal descriptions, calculating property boundaries, providing all right-of-way mapping, appraisals, acquisition, as well as developing schedules and budget estimates. All right-of-way activities shall be coordinated with RTC's property agent.

Consultant will research ownerships and Assessor's Parcel Numbers (APNs) within the limits of the Project, as well as obtain copies of any recorded maps that identify road rights-of-way and property lines. Consultant will prepare right-of-way mapping based on field survey of centerline monuments, section corners, and record maps. The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services. Owners' names and assessor's parcel numbers will be shown on the base mapping.

The Consultant shall perform acquisition services including reviewing title search documents, right-of-way plans and legal descriptions, preparing offers of just compensation, coordinating review of offers with RTC's property agent prior to presenting offers of just compensation, negotiating the acquisition of needed right-of-way parcels, preparing administrative settlements, opening and monitoring escrow activities, as well as maintain appropriate diaries and documentation per the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

Prepare an estimate of the total services and incidental costs associated with each real estate acquisition (appraisals, acquisition and title/escrow, legal services, etc.). Summarize all findings into a Preliminary Cost Estimate deliverable and corresponding abstract illustrating all key issues, assumptions, and findings associated with the estimate.

Complete and document all R/W activities in compliance with applicable laws, including the Uniform Act, 49 CFR Part 24, FTA Circulars, Nevada Revised Statutes and other applicable rules and regulations. All appraisals and appraisal review shall be completed in accordance with the Uniform Standard of Professional Appraisal (USPAP), 49CFR 24.103 and, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisitions.

The Consultant shall have an established quality control program that ensures accurate and complete documentation of the R/W Activities to be performed sufficient to demonstrate compliance with all state and federal regulations, statutes and policies.

Additional right-of-way services include, but is not limited to:

- Right-of-Way progress meetings
- Right-of-Way setting
- Right-of-Way schedule by parcel
- Respond to property owners and general public inquiries about the right-of-way process under the Uniform Act
- Associated reports and documentation

9. Final Design

Consultant shall utilize the completed preliminary design and associated preliminary plans, estimates, pertinent reports, and other work products developed to complete final design. Consultant shall prepare Final Construction Plans and Technical Specifications and provide technical support and coordination with the RTC to successfully finalize the design and prepare a cost-effective construction bid package. Design shall meet local and federal standards and requirements. Final Construction Plans and Technical Specifications shall be in accordance with RTC's standards and requirements.

The Final Design tasks, activities, and deliverables provided by the Consultant include, but may not be limited to, the following:

- Prepare plans, construction estimates, and specifications to deliver a complete project.
- Final design criteria
- Coordinate with RTC, City of Reno, Washoe County, and other jurisdictional agencies to produce plans, construction estimates and specifications
- Submit progress plans, estimate, and specifications at 50% and 90% completion including roadway plans, profiles, geometrics, details; drainage plans, profiles, details; utility plans, profiles, details; striping plans; signing plans, details; signals, lighting, ITS plans and details; structure plans; landscape and aesthetics plans; right-of-way plans; specification notes for any special items of work or phasing of construction to be included in the Special Provisions
- Hydrologic analysis, hydraulic analysis, drainage reports
- Perform Quality Assurance (QA) Reviews and incorporate any changes or corrections generated from the independent QA review into the design documents.
- Perform Constructability reviews and develop construction working day schedule
- Provide technical support and coordination to successfully complete all permitting requirements
- Regular design and technical coordination meetings
- Milestone design review/resolution meetings

- Provide 100% design plans, technical and special provisions, and detailed unit price engineer's estimate of probable construction cost
- Prepare, compile, and support RTC to generate final bid documents for Design-Bid-Build construction contractor procurement

10. GRANT SUPPORT

The Regional Transportation Commission intends to pursue federal grants to fund the project improvements. The Consultant will provide support in identifying grant opportunities and the development of grant application documents for the Project.

11. BIDDING SERVICES

Consultant will provide services during bidding for the Project. Consultant Project Manager and Design Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

Consultant Project Manager and Design Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, Consultant will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. Consultant will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

12. Engineering During Construction (EDC)

As the Engineer of Record, the Consultant shall provide EDC services as necessary for construction of the Project. EDC services include, but are not limited to the following:

- Construction Engineering Support. The successful Consultant will respond to Contractor inquires through RTC requests. The Consultant will prepare drawings and review change orders requested by the RTC. In addition, the successful Consultant will make field visits, as necessary, to coordinate with the Construction Manger to answer questions regarding the ongoing construction activities.
- Construction Geotechnical Support. The successful Consultant will periodically observe (up to 6 site visits) soil conditions encountered during excavations and drilling including at retaining wall footings over excavation locations and subgrade preparation, as required, for conformance to the project Plans and Specifications. The successful Consultant will respond to Request for Information items and prepare reports detailing site visits and other geotechnical services.
- Construction Staking. The Consultant shall provide construction staking as necessary for construction of the proposed improvements.
- Record Drawings. The Consultant will take the Resident Engineer's notes on the contract plans and change orders and prepare Record Drawings in digital and hard copy format for the project to be submitted to the RTC and City of Reno.



**Attachment B
EVALUATION/SCORING SHEET**

Project Name Lemmon Drive Segment 2 NEPA and Final Design

Proposer Name _____

Numerical Values for Scoring: Excellent = 90-100, Very Good = 80-89, Good = 70-79, Unacceptable = 0-69.

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Description: Project Approach (A) Proposer's approach to managing and performing the project requirements within the scope of services outlined in Attachment "A", describe approach to successfully complete the NEPA process and final design in a timely manner; (B) Provide a schedule with narrative for completion of the required scope of services outlined in Attachment "A", including major activities and key milestone dates, describe necessary sequence of activities and deliverables to successfully administer the Project; (C) Describe Proposer's understanding of applicable regulations and permits that may be required for the Project and approach to meet requirements without schedule delays; (D) Proposer's communication plan with stakeholders and agencies to effectively coordinate work.	40%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 1 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
Factor 2 - Description: Project Team (A) Proposer's summary of the capabilities and past experience of each of its key team members assigned to this Project; for each key team member, identify past projects of similar scope and complexity in which they played a similar role; (B) Provide an organizational chart of the Project Team and the responsibilities of each team member, including subconsultants. Discuss the anticipated effectiveness of the team's proposed organization, coordination process, and experience working together; (C) Clearly demonstrate how Proposer's team is most capable for the Project and how resources will efficiently meet Project goals through the duration of the Project.	35%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 2 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
Factor 3 - Description: Past Performance Briefly describe up to 3 relevant projects completed by the Project Team and/or key team members by providing the following information for each relevant project: (A) Project owner and reference (include name, current phone number, and title/role during the project); (B) Description of the services provided by the Project Team on each project (identify if service was performed as prime consultant or subconsultant); (C) List the proposed team members that worked on each Past Performance project and their role on the project (provide name of firm that key staff worked at during Past Performance as applicable); (D) Dates the services were provided and if the services were provided within the original schedule and budget; (E) Describe challenges encountered on past performance projects and how they were resolved or mitigated; (F) Describe any notable successes and innovations provided by proposed team on Past Performance Projects.	20%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 3 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 4 - Description: Project Knowledge (A) Demonstrate the Proposer's knowledge of the Project's history, unique characteristics, local needs, and technical challenges associated with the project and project locale.	5%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 4 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	0.0	

Name of Evaluator (print): _____ Employer: _____

Signature of Evaluator: _____ Date: _____

DRAFT

Attachment C
AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT

STATE OF _____ }
 COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the RTC will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

 Signature

 Title

Sworn to before me this _____ day of _____, 20_____

(SEAL)

 Notary Public, Judge or other Official

ATTACHMENT D
AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print _____ Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

DBE GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by a Proposer in soliciting DBE firms to meet the DBE project goal. Please note that the project goal will not be waived and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified DBE, the Proposer must submit the form as follows:

- 1 available DBE – must contact 1 DBE
- 2-5 available DBEs – must contact 3 DBEs minimum
- 6-7 available DBEs – must contact 4 DBEs minimum
- 8-9 available DBEs – must contact 5 DBEs minimum
- 10 or more available DBEs – must contact 6 DBEs minimum

All information submitted on this form is subject to audit by the DBE Goal Committee

Date Submitted: _____

State Project Number: _____ Location: _____

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone Number: _____

Email Address: _____

Project Goal Percentage: _____

Commitment Percentage: _____

Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Proposer/Authorized Representative Signature: _____

Title: _____ Date: _____

DBE GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					

EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a Proposer should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

SOLICITATION/ADVERTISEMENT EFFORTS – should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The Proposer should ensure that the requests are made within sufficient time to allow DBE firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

NEGOTIATION EFFORTS – should include your efforts to make a portion of the project work available consistent with the availability and capabilities of our DBE firms in order to facilitate DBE participation. You are encouraged to break out contract work items into smaller economically feasible subcontracts to ensure DBE participation. As a part of your negotiation you should make plans/specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a contractor should use good business judgment by considering price and capability, as well as, project goals. A contractor is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany your good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS – should include your efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplied or other project related assistance. Contractors are encouraged to assist firms with independently securing/obtaining these resources. A contractor may not provide these resources to the DBE firm, except in certain instances where joint checks are permissible with DOTD's prior approval. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the DBE firm's behalf.

ADDITIONAL EFFORTS – could include any additional efforts to utilize the services of minority/women organizations, groups; local, state and federal business offices which provide assistance in the recruitment and placement of DBE firms. Utilizing the services offered by the department's DBE supportive services consultant for assistance with advertisement and recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

CONTRACTOR/CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
Local Agency DBE Officer certifies that all DBE certifications are valid and this form is complete and accurate.		12. Preparer's Signature _____	13. Date _____
20. Local Agency Representative's Signature _____	21. Date _____	14. Preparer's Name _____	15. Phone _____
22. Local Agency Representative's Name _____	23. Phone _____	16. Preparer's Title _____	
24. Local Agency Representative's Title _____			

DISTRIBUTION: Original – Included with contractor/consultant's proposal to local agency.

INSTRUCTIONS – CONTRACTOR/CONSULTANT PROPOSAL DBE COMMITMENT**CONTRACTOR/CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Contractor/Consultant's Name** - Enter the contractor/consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor/consultant is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number (Nevada DOT Certification Number). All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractor/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime contractor/consultant if the prime is a DBE.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed.
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor/consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the contractor/consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the contractor/consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the contractor/consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the contractor/consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or solicitation number.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number if applicable.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature (DBE Officer)** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor/Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor/consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the contractor/consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor/consultant's DBE commitment form.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Michele Chrystal, Property Agent

RECOMMENDED ACTION

Approve a contract with HDR, Inc., for right-of-way services for the Mill Street Capacity and Safety Project, in an amount not-to-exceed \$1,164,878.

BACKGROUND AND DISCUSSION

Right-of-way services are required for this project to supplement RTC staff and the services include acquisition, relocation, appraisal, and appraisal review.

The consultant will perform the right-of-way services in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), 49 CFR Part 24, FTA Circulars, Nevada Revised Statutes and other applicable rules and regulations.

HDR, Inc., was selected as the highest ranked firm that submitted responsive proposals for the Request for Proposals (RFP) on August 22, 2022. Negotiations of HDR's scope, schedule, and budget indicated in the scope of services is within the appropriated budget.

FISCAL IMPACT

Funding for this item is included in the approved FY 2023 budget.

PREVIOUS BOARD ACTION

8/19/2022 Authorized a request for proposals for the right-of-way services related to the Mill Street Capacity and Safety Project.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, by between the Regional Transportation Commission of Washoe County (“RTC”) and HDR Engineering, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform professional services in connection with the Acquisitions and Relocation for the Mill Street Capacity and Safety Project and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) and was selected to perform the work.

NOW, THEREFORE, RTC and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services consist of the tasks set forth in Exhibit A.

2.2. SCHEDULE OF SERVICES

Tasks and subtasks shall be completed in accordance with the schedule in Exhibit A. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. CONTINGENCY

Contingency line items identified in the scope of services are for miscellaneous increases within the scope of work. Prior to the use of any contingency amounts, CONSULTANT shall provide a letter to RTC's Project Manager detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid for out of contingency shall proceed only with the RTC Project Manager's written approval.

2.4. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in Exhibit A. CONSULTANT will prepare and submit a detailed scope of services reflecting the specific optional services requested, a schedule for such services, and a cost proposal. RTC will review and approve the scope of services and RTC and CONSULTANT will discuss and agree upon compensation and a schedule. CONSULTANT shall undertake no work on any optional task without written notice to proceed with the performance of said task. RTC, at its sole option and discretion, may select another individual or firm to perform the optional tasks or subtasks identified in Exhibit A.

2.5. ADDITIONAL SERVICES

CONSULTANT will provide additional services when agreed to in writing by RTC and CONSULTANT.

2.6. PERFORMANCE REQUIREMENTS

Any and all acquisition and relocation work furnished by CONSULTANT shall be performed by or under the supervision of persons experienced to practice acquisitions and relocations under the threat of eminent domain by assigned to a governmental entity in the State of Nevada, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work, and who shall assume professional responsibility for the accuracy and completeness of documents prepared or checked by them, in accordance with appropriate prevailing professional standards under the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970 (Uniform Act) and Uniform Standards of Professional Appraisal Practice (USPAP). Notwithstanding the provision of any title reports, easements, escrow instructions, drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required from the scope of services.

2.7. ERRORS AND OMISSIONS

CONSULTANT shall, without additional compensation, correct or revise any deficiencies, errors, or omissions that do not meet the foregoing standard of care and are caused by CONSULTANT in its analysis, reports, and services. CONSULTANT also agrees that if any error or omission is found, CONSULTANT will expeditiously make the necessary correction, at no expense to RTC. If an error or omission was directly caused by RTC, and not by CONSULTANT and RTC requires that such error or omission be corrected, CONSULTANT may be compensated for such additional work.

ARTICLE 3 - COMPENSATION

3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.

3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks 1 to 7)	\$1,164,878.00
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3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC and upon the agreement of CONSULTANT, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all pertinent information that is reasonably available to RTC including surveys, reports and any other data relative to design and construction.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.

- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.
- 6.5. Notwithstanding the above, re-use of CONSULTANTS's work product or deliverables for purposes not contemplated in this agreement shall be at the re-user's sole risk and without liability to the CONSULTANT.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

If CONSULTANT fails to perform services in the manner called for in this Agreement or if CONSULTANT fails to comply with any other provisions of this Agreement, RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default, and giving CONSULTANT at least (10) days to cure the default and avoid such termination. CONSULTANT will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the reasonable control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT when it is in RTC's best interest. CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. CONSULTANT shall promptly submit its termination claim to RTC to be

paid CONSULTANT. If CONSULTANT has any property in its possession belonging to RTC, CONSULTANT will account for the same, and dispose of it in the manner RTC directs.

ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien not caused by RTC's non-payment and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

In the event that any dispute or claim arises under this Agreement, the parties shall timely cooperate and negotiate in good faith to resolve any such dispute or claim. Such cooperation shall include providing the other party with all information in order to properly evaluate the dispute or claim and making available the necessary personnel to discuss and make decisions relative to the dispute or claim.

11.2. MEDIATION

If the parties have been unable to reach an informal negotiated resolution to the dispute or claim within thirty (30) days following submission in writing of the dispute or claim to the other party, or such longer period of time as the parties may agree to in writing, either party may then request, in writing, that the dispute or claim be submitted to mediation (the "Mediation Notice"). After the other party's receipt or deemed receipt of the Mediation Notice, the parties shall endeavor to agree upon a mutually acceptable mediator, but if the parties have been unable to agree upon a mediator within ten (10) days following receipt of the Mediation Notice, then each party shall select a mediator and those two selected mediators shall select the mediator. A mediator selected by the parties' designated mediators shall meet the qualification set forth in as provided in Rule 4 of Part C., "Nevada Mediation Rules" of the "Rules Governing Alternative Dispute Resolutions adopted by the Nevada Supreme Court." Unless otherwise agreed to by the parties, in writing, the mediator shall have complete discretion over the conduct of the mediation proceeding. Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.3. LITIGATION

In the event that the parties are unable to settle and/or resolve the dispute or claim as provided above, then either party may proceed with litigation in the Second Judicial District Court of the State of Nevada, County of Washoe.

11.4. CONTINUING CONTRACT PERFORMANCE

During the pendency of any dispute or claim the parties shall proceed diligently with performance of this Agreement and such dispute or claim shall not constitute an excuse or defense for a party's nonperformance or delay.

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC’s Project Manager is Michele Chrystal or such other person as is later designated in writing by RTC. RTC’s Project Manager has authority to act as RTC’s representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT’ Project Manager is Ruedy Edgington or such other person as is later designated in writing by CONSULTANT. CONSULTANT’s Project Manager has authority to act as CONSULTANT’s representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

- 13.1. Notices required under this Agreement shall be given as follows:

RTC: Bill Thomas, AICP
Executive Director
Michele Crystal
RTC Project Manager/Property Agent
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 332-2144

CONSULTANT: Ruedy Edgington
Senior Project Manager
HDR Engineering, Inc.
9805 Double R Blvd. Ste 101
Reno, NV 89521
(775) 337-4706

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC’s Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC’s Executive Director.

- 14.2. UNAVOIDABLE DELAYS

If the timely completion of the services under this Agreement should be unavoidably delayed, RTC may extend the time for completion of this Agreement for not less than the number of days CONSULTANT was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during

CONSULTANT's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONSULTANT, is substantial and in fact causes CONSULTANT to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

14.3. NOTIFICATION OF DELAYS

CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge that an event has occurred or otherwise becomes aware that CONSULTANT will be delayed in the completion of the work. Within ten (10) working days thereafter, CONSULTANT shall provide such notice to RTC, in writing, furnishing as much detail on the delay as possible and requesting an extension of time.

14.4. REQUEST FOR EXTENSION

Any request by CONSULTANT for an extension of time to complete the work under this Agreement shall be made in writing to RTC. CONSULTANT shall supply to RTC documentation to substantiate and justify the additional time needed to complete the work and shall provide a revised schedule. RTC shall provide CONSULTANT with notice of its decision within a reasonable time after receipt of a request.

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

RTC and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither RTC nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

15.3. SEVERABILITY

If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement

are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.

B. CONSULTANT represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

15.9. CONTINUING OBLIGATION

CONSULTANT agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of CONSULTANT to render the services required under this Agreement, neither CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, RTC may terminate this Agreement if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

15.10. APPLICABLE LAW AND VENUE

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

15.11. ATTORNEYS' FEES

In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and any reasonable attorneys' fees.

15.12. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

CONSULTANT expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. CONSULTANT further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

HDR Engineering, INC

By: _____
Craig Smart, PE, Associate Vice President

Exhibit A - Scope of Services

Acquisitions and Relocations for Mill Street Widening

Provide Right-of-Way (R/W) services necessary (Appraisal, Acquisition, Relocation) to include developing schedules and budget estimates. In addition, a Relocation Business Management Plan is required to be completed within the first forty-five (45) days and a Real Estate Acquisition Management Plan is required to be completed within the first sixty (60) days of when the Notice to Proceed (NTP) is provided by RTC. The NTP is anticipated to be the beginning of the first quarter of 2023.

Complete and document R/W activities in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), 49 CFR Part 24, FTA Circulars, Nevada Revised Statutes and other applicable rules and regulations.

The Consultant shall have an established quality control program that enables accurate and complete documentation of the R/W Activities to be performed to demonstrate compliance with state and federal regulations, statutes, and policies.

Task 1 – Project Management

HDR shall manage and execute the right of way process for the project. The project management tasks require strategic planning, acquisition schedule, managing sub-consultants and appraisers, attendance at public meetings, and Quality Control.

Assumptions:

- Right of Way Meetings - HDR PM will hold monthly Right of Way meetings for agents and staff working on the project to update status of parcel acquisition and assign tasks. Meetings will include RTC Property Agent and project PM.
- Monthly Invoicing and Progress Reports – Consultant Project Manager and Project Accountant will prepare monthly invoicing and status updates.

Deliverables:

- Meeting agenda and minutes
- Monthly invoice and progress reports

Task 2 - Real Estate Acquisition Management Plan

The RAMP is a planning document for the RTC that includes real estate goals and methodology from the perspective of timing, staffing, statutory, and policy issues. Within 60 days of the effective date of the Notice to Proceed and a tentative list of properties to be acquired, Consultants will prepare and deliver to RTC the RAMP. The purpose of a RAMP is to guide the assessment of real estate goals and the methodology for real estate acquisition and relocation. If done correctly, they will identify schedule issues, difficult parcels, the need for expanded advisory assistance, and staff issues. The RAMP will also include the plan of notification to affected property owners, tenants, business owners to include required notifications, to include but not be limited to: A General Relocation Information Notice, A Notice of Relocation Eligibility and The Acquisition/Relocation Handbook.

Develop and submit for RTC's approval required forms to be used in the relocation process. RTC has developed a set of forms for consideration, comment, and use by the Consultant. An analysis of the relocation project to include:

- An estimate of the number and type of businesses to be displaced.
- An estimate of the availability of comparable replacement properties in the area, including an analysis of the commercial rental market for types of business's displaced by this project.
- Identification of any "SPECIAL CIRCUMSTANCES" which may have an impact on the relocation process, such as special language requirements, locations sensitive to business viability and community continuity, and how to resolve complications that arise from these "special circumstances."

A schedule for the completion of relocation transactions not later than 18 months or such other later date consistent with RTC's schedule.

Assumptions:

- RTC to provide list of parcels, addresses and ownership information
- HDR relocation agents will conduct "in person" interviews with up to six (6) displaced business's

Deliverables:

- Draft and Final RAMP

Task 3- Appraisal and Appraisal Review

Provide appraisal reports to comply with the reporting requirements set forth under Standards Rule 2-2 (a) and in accordance with the Uniform Standards of Professional Appraisal Practice

USPAP), 49 CFR 24.103, FTA C 5010.1D, Chapters 1 and 4, and, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisitions from a qualified, MAI certified appraisers who are licensed by the State of Nevada. Departure is permitted only under the provisions of the USPAP Departure Rule with the concurrence of RTC. A complete appraisal is required at all times. The format and level of documentation for an appraisal report depend on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained appraisal report, narrative format. A summary report in conformance with USPAP Standards Rule 2-2(b) or a restricted use report in conformance with USPAP Standards Rule 2-2(c) is permitted in cases, which, by virtue of their low value or complexity do not require the in-depth analysis and presentation necessary in a self-contained appraisal report. A summary report may be acceptable on complex property assignments on a case-by-case basis as determined by RTC. This appraisal report is intended to comply with the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). 2.1 Appraisal Review

Provide appraisal reviews that conform to the Uniform Standards of Professional Appraisal Practice (USPAP), 49 CFR 24.104, FTA C 5010.1D, Chapters 1 and 4, and, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisitions from a qualified, MAI certified appraisers who are

licensed by the State of Nevada, as applicable. Departure is permitted only under the provisions of the USPAP Departure Rule with the concurrence of RTC.

Assumptions:

- RTC will provide final drawings and legal descriptions prior to HDR providing NTP to appraisers
- Appraisals will take 6-8 weeks for completions
- Any changes to drawings and descriptions will result in the appraisal process starting over
- RTC will review and approve each appraisal and appraisal review and provide signed determination of value
- HDR will manage appraisal subs and staff to develop a schedule for delivery of appraisals
- HDR's preliminary appraisal costs estimate is based on landowner/property interest spreadsheet supplied by RTC. HDR assumed 21 complex appraisals, 17 non-complex appraisal, 38 appraisal reviews and 5 appraisal waivers based on landowner/property interest spreadsheet provided by RTC.
- Final appraisal costs are subject to change based on comparison of final ROW plans to assumptions used to generate preliminary appraisal costs

Deliverables:

- 38 Appraisals and 5 appraisal waivers
- 38 Appraisal Reviews

Task 4- OneView

HDR will provide OneView, a web-based GIS right of way tracking system that identifies the necessary parcels to be acquired and/or relocated for the project. OneView will also store all documents related to the acquisition and relocation on each impacted parcel. Documents stored include Title Reports, Drawings and descriptions, conveyance documents, offer benefit packages, vesting deeds, relocation studies and claims, contact logs and all other documents necessary for the acquisition and relocation to completion.

Assumptions:

- RTC will provide KMZ file of design at 30%, 60% and 90% to update OneView
- HDR will provide access to OneView to project team
- OneView is protected and can store confidential data

Deliverables:

- OneView access for the duration of the project

Task 5 - Acquisition and Negotiation

Provide services necessary to perform right-of-way acquisition, acquire title to real property in the name of the RTC, preparation of condemnation case information and recording deeds. A minimum of these tasks is required to complete the necessary acquisition throughout the acquisition phase of the project.

Develop and submit for RTC's approval required forms to be used in the acquisition process. RTC has developed a set of forms for consideration, comment, and use by the Consultant. Review title search documents, right-of-way plans and legal descriptions to become familiar with the project and to verify that the information provided is accurate and consistent with approved appraisal reports. Provide supplemental title report updates and vesting documents, as requested and needed. Prepare agreements and present written offers of just compensation to property owners. Negotiate the acquisition of needed right-of-way parcels; prepare administrative settlements as necessary; open, coordinate, and monitor escrow activities through the close of escrow, and to acquire title to real property in the name of RTC, as applicable.

Prepare and maintain planning, budgeting, scheduling, tracking and reporting documents. These will include project acquisition files documenting offers, negotiations and contact logs, relocation computation and payments, relocation files and required notices.

The project will require the Consultant to perform the services on an estimated 62 activities on 31 parcels to perform the number and type of acquisitions listed below:

- 6 Full Fee Acquisitions
- 13 Partial Fee Acquisitions
- 26 Temporary Construction Easements
- 12 Permanent Easements
- 5 Public Utility Easements

Assumptions:

- RTC will provide Title Reports and offer benefit package templates
- Closings will be handled with title company with closing instructions provided by HDR
- RTC will provide conveyance documents and have funding to pay for the acquisition of any parcel signed
- Transmit final acquisition files to RTC
- There will be no additional ROW certification review outside of RTC final review of acquisition files.

Deliverables:

- Review of right of way plans and legal drawings and descriptions
- Offer Benefit packages for review and approval by RTC prior to making offers
- Negotiation Contact logs
- Administrative Settlement Memo's
- Recommendation for condemnation Memo's

- Final report packages including completed acquisition documents and closing instructions for closing in escrow Final Acquisition Files

Task 6 - Relocation

Provide services necessary to perform right-of-way relocation, to include relocation computation and payments, in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, FTA C 5010.1D and Nevada Revised Statute and other applicable rules and regulations.

Develop and submit for RTC's approval required forms to be used in the relocation process. RTC has developed a set of forms for consideration, comment, and use by the Consultant. Prepare and deliver notices as required to include, but not limited to 90-, 60- and 30-Day Notices consistent with RTC and state and federal requirements. Calculate the amount of relocation payment for which each owner is entitled in accordance with federal guidelines. In those instances where Consultant is unable to timely identify comparable replacement business site, Consultant shall determine moving benefits or an in-lieu of payment for the displaced business. . Recommend eviction actions where necessary to enable vacation of the property as required.

The project will require the Consultant to perform the services on an estimated number of parcels to perform and type of relocations listed below:

- 6 Business Tenant or Owner Displacements

Assumptions:

- RTC will provide templates for Relocation Claims and Move Estimates
- HDR will submit claims and move estimates for approval prior to presenting to displacees
- HDR will complete up to 3 site visits per parcel to assist displacees with move
- RTC will provide relocation appeals process
- HDR will conduct final as clean inspection
- RTC will provide needed displacee short term leases prior to closing
- HDR acquisition and relocation staff will work together to negotiate terms of displacement leases with final approval of any lease changes provided by RRC
- RTC will manage any additional claims within 18 month claims period after final move to replacement site
- HDR will provide final files and documentation
- Transmittal of up to six (6) final relocation files
- There will be no additional ROW certification review outside of RTC final review of relocation files.
- HDR will perform services to the limit of budget available, pursuant to industry standards. Should additional or extraordinary effort be required to complete acquisition of any of the parcels during the term of this task order, additional budget will be requested.
- Services will be performed pursuant to current Uniform Relocation and acquisition act (URA) requirements as directed by current RTC policy and procedures.
- This proposal assumes no delays outside HDR's control or unforeseen changes including, but not limited to, changes in design, appraisal delivery and receiving document templates.

- Real property improvements on property will be appraised and acquired by an approved appraiser, subject to URA requirements.
- Appraiser will identify personal property and major exterior attributes at the appraisal stage and identify personal property and major exterior attributes in the appraisal report provided to RTC and Consultant.
- If a claim recommendation is not approved, under agency provided guidelines, and the denial and/or Agency mandated revision results in appeal and the appeal is ultimately upheld in the favor of the appellant, then additional hours related to the appeal may be considered extraordinary and/or out of scope. Extraordinary effort or out of scope work will only be identified if beyond industry standard requirements occur and additional budget is necessary.
- If a claim is denied by RTC, RTC will provide a clear and concise basis for that determination, in writing to HDR, so that a written response can be expeditiously prepared and provided to the claimant.
- HDR and RTC will respond as expeditiously as possible to claims, revisions and/or recommendations.
- HDR will prepare and present one benefit computation package or claim package, under RTC provided guidelines, to RTC for review and approval. HDR will provide one revision or reconsideration at RTC request. Any additional requests for revision or reconsideration, outside of agency provided guidelines, will be considered as extraordinary or out of scope work and may require additional budget, if necessary.
- Services for temporary relocations or additional advisory services to occupants not permanently displaced or impacted by the project are not included in this scope or cost estimate, unless budget remains to accommodate the additional scope.

Deliverables:

- Relocation Claims and associated documents
- Relocation Advisory services documented in Agent contact logs
- Final Relocation Files

Task 7 - Property Management

Monitor acquired properties and check to see they are secure, accessible, clean and remain free of debris and in compliance with City of Reno Code requirements until such time that they are incorporated into the project. Coordinate the transfer of utilities into RTC's name until such time as the property is demolished. Demolition of acquired properties will be handled under the construction contract.

Assumptions:

- HDR will provide limited property management services including only final inspection of the property verifying property is free of debris, vacant properties are stabilized, and utilities are transferred to the RTC.
- Any support services required to stabilize vacant properties will be provided by RTC.
- RTC will be responsible for drafting and management of any short-term displacement or hold over leases and long-term management and preparation for demo of vacant properties prior to construction or early demolition.

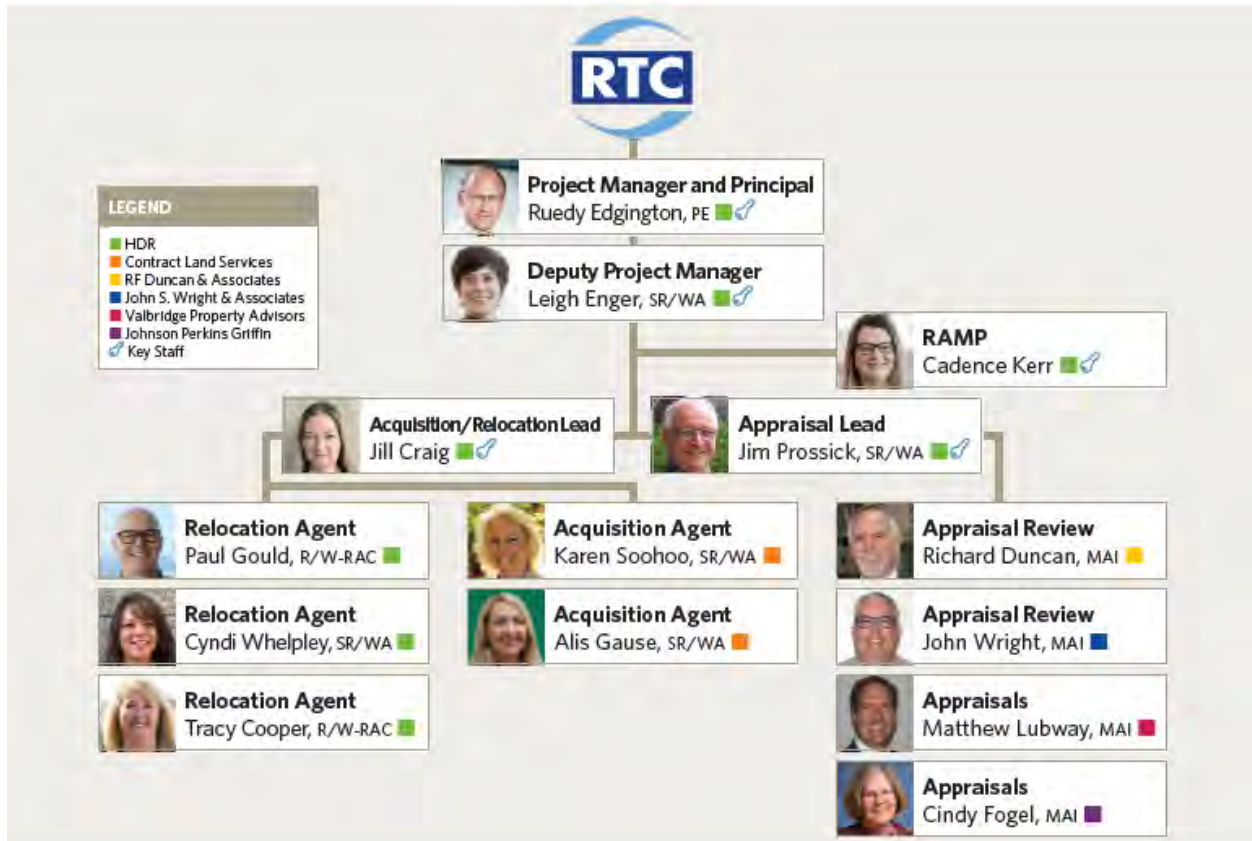
Deliverables:

- As clean report and management of initial property stabilization after closing
- Confirmation of transfer of utilities to RTC

Appendix: Base Schedule:

TASKS	11/22	12/22	01/23	02/23	03/23	04/23	05/23	06/23	07/23	08/23	09/23	10/23	11/23	12/23	01/24	02/24	03/24	04/24
Notice to proceed	■																	
Acquisition plan (45 days)			■															
RAMP (60 days)				■														
Appraisal and appraisal review					■	■	■	■										
Acquisition							■	■	■	■	■	■	■	■				
Relocation							■	■	■	■	■	■	■	■	■	■	■	■
Closings and possession										■	■	■	■					
Certification																		■

Team:



Task No.	Task Description	Edgington, Ruedy	Enger, Leigh A	Kerr, Cadence Clyborne	Craig, Jill Elizabeth	Prossick, James F	Gould, Paul F	Whelpley, Cyndi	Cooper, Tracy A	Finn, Maureen	Li, Yuying	Wu, Tong	Humphrey, Barb	Barba, Bev	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
		Project Manger (PIC)	Deputy PM	Senior Agent	Senior Agent	QA/QC	Relocation Agent	Relocation Agent	Relocation Agent	Technical editor	GIS / OneView	GIS / OneView	Project Accountant	Project Admin					
	Rates	\$240.94	\$246.99	\$281.38	\$182.95	\$286.89	\$183.86	\$188.06	\$167.88	\$135.94	\$201.57	\$107.23	\$94.03	\$88.33					
Task 001	Project Management																		
	Right of Way team meetings	16	24	8	36	8	16	36	16						160	\$33,314			\$33,314
	Invoices and Progress Reports	16	24										24	24	88	\$14,159			\$14,159
	Subtotal Task 1	32	48	8	36	8	16	36	16	0	0	0	24	24	248	\$47,473	\$0	\$0	\$47,473
Task 002	Real Estate Asquisition Management Plan																		
	Site Visit		16	40		16		40							112	\$27,320	\$6,000		\$33,320
	Research and Writing			20	40		16	40	16			24			156	\$28,670			\$28,670
	QC		8	8						24					40	\$7,489			\$7,489
	Subtotal Task 2	0	24	68	40	16	16	80	16	24	0	24	0	0	308	\$63,479	\$6,000	\$0	\$69,479
Task 003	Appraisal and Appraisal Review																		
	5 Waivers														0	\$0		\$20,000	\$20,000
	17 non-complex appraisals														0	\$0		\$85,000	\$85,000
	21 complex apptaisals														0	\$0		\$263,000	\$263,000
	38 appraisal reviews														0	\$0		\$85,000	\$85,000
	Appraisal management					80						40			120	\$27,240			\$27,240
	Subtotal Task 3	0	0	0	0	80	0	0	0	0	0	40	0	0	120	\$27,240	\$0	\$453,000	\$480,240
Task 004	OneView																		
	Set-up		4								40				44	\$9,051			\$9,051
	Maintenance during course of project		4								24				28	\$5,826			\$5,826
	Subtotal Task 4	0	8	0	0	0	0	0	0	0	64	0	0	0	72	\$14,877	\$0	\$0	\$14,877
Task 005	Acquisiton/Negotiation																		
	Offer Benefit Packages		16		36							20			72	\$12,683		\$20,000	\$32,683
	Negotiations		16		36							20			72	\$12,683		\$160,000	\$172,683
	Final Reports / Closing Instructions		16		36							20			72	\$12,683		\$30,000	\$42,683
	Subconsitant Management		40		80										120	\$24,516			\$24,516
	QC				40							80			120	\$15,896			\$15,896
	Subtotal Task 5	0	88	0	228	0	0	0	0	0	0	140	0	0	456	\$78,461	\$0	\$210,000	\$288,461
Task 006	Relocation																		
	Relocation Interviews		16				60	60	60			20			216	\$38,485	\$4,500		\$42,985
	Relocation Advisory Services		16				200	200	200			20			636	\$114,058	\$4,500		\$118,558
	Relocation Claims		16				140	140	140			20			456	\$81,669	\$4,500		\$86,169
	Subtotal Task 6	0	48	0	0	0	400	400	400	0	0	60	0	0	1308	\$234,212	\$13,500	\$0	\$247,712
Task 007	Property Management																		
	As clean reports						16	16	16						48	\$8,637			\$8,637
	Utilites Transfer														0	\$0		\$8,000	\$8,000
	Subtotal Task 7	0	0	0	0	0	16	16	16	0	0	0	0	0	48	\$8,637	\$0	\$8,000	\$16,637
	Grand Total	32	216	76	304	104	448	532	448	24	64	264	24	24	2560	\$474,378	\$19,500	\$671,000	\$1,164,878

Exhibit C

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS**

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 335-1845.

2. INDEMNIFICATION

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, Washoe County, City of Reno, and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") to the extent arising out of:

- A. Any breach of duty, negligence, willful misconduct or fraud committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.C above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described herein insuring 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 CONSULTANT, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, the CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract

or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

11. COMMERCIAL AUTOMOBILE LIABILITY

CONSULTANT shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONSULTANT does not own or operate any owned or leased vehicles.

CONSULTANT waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to this Agreement.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any Subs by RTC. The CONSULTANT, and any Subs, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each Sub evidencing that CONSULTANT and each Sub maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any Sub is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

CONSULTANT shall maintain professional liability insurance applying to liability for a professional error, omission, or negligent act arising out of the scope of CONSULTANT'S services provided under this Agreement with a limit of not less than **\$1,000,000** each claim and annual aggregate. CONSULTANT shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6)

system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Michael Dulude, Senior Technical Transit Operations Planner

RECOMMENDED ACTION

Approve the purchase of services from Vontas for migrating RTC's OnTransit CAD/AVL application to the cloud-based version, in an amount not-to-exceed \$175,000.

BACKGROUND AND DISCUSSION

RTC Public Transportation uses an application known as OnTransit, a product offered by Vontas, a company based in Cedar Rapids, Iowa. The RTC has used this application since 2002 for Computer Aided Dispatching (CAD) and Automated Vehicle Location (AVL). Due to the nature of this application, this upgrade is a sole source procurement.

OnTransit is used for tracking and managing vehicles while in revenue service and will also be the platform for sharing schedule prediction information with transit passengers. Migrating to the cloud will allow improved access by RTC staff and our operations contractors regarding operational issues and operational data, thereby improving timeliness of responses to service challenges. In addition, there will be a small offsetting cost savings to RTC due to Information Technologies (IT) not having to maintain local server(s) and data backups and purchase an otherwise required router/firewall upgrade.

This project is in line with the Board's recent adoption of the Transit Optimization Plans Strategies (TOPS) recommendation to improve technology in our service delivery and passenger communication.

FISCAL IMPACT

This migration of OnTransit to the "cloud-based" application is funded by local sales tax revenue (\$175,000).

PREVIOUS BOARD ACTION

7/15/2022 Adoption of Transit Optimization Plans Strategies (TOPS).

Overview

The Regional Transportation Commission (“RTC”) of Washoe County has requested a quote and scope of work for support services required to move TransitMaster (“TM”) to Vontas Cloud. As part of the Cloud implementation, Vontas Customer Care will upgrade RTC’s TM Software to the latest version. The following statement of work (“SOW”) defines the Vontas Software implementation services, as well as the support required from RTC staff and resources.

This SOW outlines the project delivery approach for the Vontas consultative services. Additionally, the SOW defines Vontas’ engineering effort and outlines the required roles, responsibilities and resources needed for the solution implementation.

Implementation Goals and Objectives

Vontas Cloud will provide network technology for RTC’s operations management by offering administrative tools and processes that will improve the maintenance and upkeep of TM applications, and therefore extend the overall benefit of the TM solution.

This implementation will allow RTC to continue furthering their business goals of employing new technology and improving its TM solution—thereby resulting in better service to its customers. The primary goal of this project is to provide RTC the Vontas Cloud solution in an upgraded TM Software production environment.

RTC will work in conjunction with Vontas during the implementation of the Vontas Cloud service. Vontas will focus on minimizing any downtime to RTC’s TM system and ensuring day-to-day transit operations will be unaffected during the Vontas Cloud deployment activities.

Following contract execution, Vontas will provide consultative services to develop and validate the Vontas Cloud service solution, as well as remote technical support services to complete the development and validation of the new Vontas Cloud solution.

Professional Services

Personnel

To ensure successful completion of this implementation, Vontas will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project scope. The project manager is responsible for coordinating the schedules, deliverables and resources required to deliver the implementation of the Vontas Cloud service as identified in this statement of work.
- **Customer Engineer:** The primary technical resource who understands the project as a whole and ensures technical project deliverables are achieved, according to approved project plan and requirements.
- **Network Engineer:** The lead technical resource providing remote Network IP routing consultative services and resource tasked with coordinating the evaluation of RTC’s physical network for the Vontas Cloud solution.

Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-Off
2. Design Review
3. Vontas Cloud Environment Setup
4. TM Software Installation and Configuration
5. New Features and Functionality Training
6. Acceptance Testing
7. Deployment and Closure

Project implementation Approach

Project Kick-Off

Following contract execution, Vontas and RTC will hold a remote project kick-off meeting to align stakeholders on project scope and timelines. Project teams from both Vontas and RTC are expected to join the kick-off meeting.

Vontas and RTC Subject Matter Experts (SMEs) will meet, discuss, and define the project schedule and review RTC operations pertaining to the Vontas Cloud implementation. The kick-off meeting is expected to take place over the course of two (2) hours, and upon completion, a preliminary project schedule will be agreed upon by both parties.

Following the kick-off meeting, additional meetings will be scheduled to support the completion of the remaining project activities.

Design Review

Vontas will design the Vontas Cloud features and functionality with respect to RTC's existing operational TM CAD/AVL Software. Vontas will provide network and customer engineering services to remotely support up to two (2) conference calls with RTC's technical team and to review the preliminary overview of the Vontas Cloud design.

The design review meetings will be held remotely via conference call over the course of up to four (4) hours. Prior to the implementation, the Vontas network engineer will complete the Vontas Cloud design document which will define the Vontas Cloud environment, required Software configurations and network infrastructure

Vontas Cloud Environment Setup

Once the Vontas Cloud network environment design is approved, Vontas project and network engineering will set up RTC's Vontas Cloud environment. Vontas will initially create a test environment and install the TM Software to be used for this implementation. The Vontas Cloud environment that will be used by Vontas for this implementation will meet the following criteria:

Metric	Description	Assumption
Service Level Agreement (SLA)	Production environment	99% SLA
	Test environment	No SLA
Database size	Production SQL database size	512 GB
	Test SQL database size	512 GB
Network bandwidth for users <ul style="list-style-type: none"> Incoming / Ingress bandwidth is free of charge from Microsoft Azure Outbound /Egress bandwidth is 512GB for both prod and test per month 	Production environment egress included in App Gateway. Estimated based on number of users	1.0 TB
	Test environment egress included in App Gateway. Estimated based on number of users	500 GB

Vontas Cloud Assumptions

The solution includes:

- Microsoft Azure infrastructure costs
- Platform Software licensing costs (i.e., Operating System(s), Database(s), etc.)
- Up to two (2) environments (each environment is completely secure and independent from each other):
 - Production (“PROD”) environment with standard production support included with SLA.
 - Test (“TEST”) environment is configured and costed at reduced usage and capacity of PROD. Any costs for this environment over and above the amounts outlined in the agreement will be charged to PRTC on a monthly basis. No SLA is provided.
 - Reduced compute tier
 - Reduced storage capacity
 - Reduced SQL sizing and storage
 - Reduced Windows Virtual desktop hosts
- All Azure Storage disks, files, database files, and blobs will be encrypted at rest.
- All communication to public services will be encrypted with TLS 1.2 or higher unless otherwise stated.
- Monthly Outbound data transfers up to a maximum of 512 GB per month is included for Test. Amounts greater than this will be billed monthly at standard Azure costing rates.
- Monthly Storage maximum of 3.328 TB. Amounts greater than this will be billed monthly at standard Azure costing rates.
- Azure Virtual Desktop infrastructure costs are included with the ability to support 10 concurrent users for test and 25 concurrent users for production with usage concurrency levels: Peak 40%, Off-Peak: 20%.
 - RTCs required to own or purchase, at their own expense, the licenses for users to access Windows 10 Enterprise in a virtual desktop environment. RTC accepts that it has reviewed and is in full compliance with the Microsoft eligibility requirements found here:
 - Prerequisites

- License entitlement:
 - Microsoft 365 E3, E5, A3, A5, F3, Business Premium, Student Use Benefit
 - Windows Enterprise E3, E5
 - Windows VDA E3, E5
 - Windows Education A3, A5
- For the most up to date requirements: <https://learn.microsoft.com/en-us/azure/virtual-desktop/prerequisites#operating-systems-and-licenses>
- The Vontas TM configuration is based on a reference architecture designed for optimal performance and availability and included in the agreement.
- Vontas Cloud service pricing is based on a three (3) year contract and subject to change if any updates are made to the proposed solution. The Vontas Cloud service contract start date is the date when the Vontas delivery team is engaged in the project.
- Production SLA Availability Percentage – 99% (“two nines”), which means 3.65 days downtime per year, 7.31 hours per month, and 1.68 hours per week.
- RTC site(s) have minimum VPN connection speed of 100 Mbps.
- Vontas Product licenses, delivery services, and maintenance are not included in the managed services pricing, unless otherwise stated, and would be governed under the Vontas Licensing Agreement.

TM Software Installation and Configuration

Vontas will install a total of up to two (2) TM Software instances (Production and Test) into the hosted environment. Vontas will provide remote network and customer engineering support for deploying, configuring and validating the Vontas Cloud solution.

The first objective of the TM Cloud Migration is to verify the status of the Software in RTC’s hosted test (“Test”) environment. This environment will serve as a testing and training platform in the introduction of the upgraded TM software. All services will be provided remotely during this phase of the project.

RTC’s hosted TM testing and production environments will be migrated to validate Software stability and integration to existing interfaces.

New Features and Functionality Training

Once Vontas has validated that the TM Software is working properly in RTC’s test environment, Vontas Customer Care will provide the following training to support RTC users regarding the new features and functionality available in the upgraded version of TransitMaster:

Dispatcher Workstation Operations

“Train-the-Trainer”, new features and functionality

Vontas will provide up to two (2) days of training to RTC managers, dispatch personnel and/or dispatch supervisors. This training will be on-site, and it will use RTC’s test workstations to review and provide training of the new features and functionality of TM Bus Operations (“TM BusOPS”). Dispatch training shall focus on the AVL map application, incident reporting, service adjustments user interface refresh, route tracking, mobile ADA text-to-speech and other key new features.



System Administration

System Overview and Administration

Vontas will provide up to two (2) half-day sessions to RTC system administrators. These sessions shall be on-site using RTC's test workstations to review and provide training of the new features and functionality of TransitMaster system configuration, incident reports configuration, and their links to TM BusOPS.

When appropriate and mutually agreed to, online Webinars may be conducted in place of onsite training. All training and supporting training materials and system manuals will be provided in English. Vontas will work with RTC to schedule training around the transit agency operations to minimize the operational impact of the training.

Vontas Cloud Instruction

Vontas will provide a two (2) hour session to RTC system administrators. This session shall be remote and will use the new hosted environment to review and provide background knowledge to the Vontas Cloud features and functionality, including reviewing the network connectivity between TM system servers.

Acceptance Testing

Acceptance Testing is completed remotely by Vontas after TM Software is installed in the Test and Prod environments. During Acceptance Testing, Vontas will perform use case testing to ensure completeness and accuracy of all standard TM features. Vontas customer engineering will also update any use case tests scripts to expand coverage as needed.

The Vontas customer engineer will run a series of tests in the Vontas Cloud testing environment to ensure that all Software is functioning properly against RTC specific data and configuration. This allows Vontas to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for RTC, as well as validates that all branded Software is functioning as expected.

User Acceptance Testing

User Acceptance Testing (UAT) is the final activity of the Software testing process. During UAT, RTC will validate that the system supports standard TM workflows as performed in the test environment. This will involve RTC users utilizing the Software in the test Vontas Cloud environment by executing their typical TM workflow to ensure the system responds accurately to user inputs and that the features and functions of the Software work as expected.

RTC will have up to ten (10) business days in which to perform an initial comprehensive end-to-end round of User Acceptance Testing. This will encompass using the Software to ensure all its functions and features are working as expected and provide an opportunity for RTC's users to familiarize themselves with the new Vontas Cloud environment. Vontas will provide remote support up to two (2) business days during the UAT testing period.

Deployment and Closure

Production Go-Live

The production Go-Live will commence with Vontas providing RTC a detailed deployment plan for approval and consideration of resources needed to carry out the production implementation activities, as well as operational expectations during all production upgrade on-site work.



Deployment activities involve transitioning from RTC's on-site production databases to the newly converted Vontas Cloud production system version. During the deployment and production upgrade, Vontas, with RTC assistance, will also install each workstation with the upgraded version of TransitMaster. Note mobile Software may be upgraded as well if it is required or deemed necessary during system testing.

Many critical activities are completed during the production Go-Live. Vontas shall provide one (1) Customer Care Engineer on-site for up to four (4) days to perform the Go-Live production upgrade and post-upgrade dispatch support, which includes the following activities:

- Transition on-site server operations to the new Vontas Cloud Software version, including Application, FTP and DataMart servers
- Signup import & merge, if applicable
- Create & stage Mobile Route files
- Upgrade dispatch workstations
- Validate FTP service
- Validate dispatch functionality
- Validate system administration functionality
- Validate real time systems
- Validate error logs

Upon completion of the production upgrade, the project will enter the performance monitoring period.

After RTC's operational database has been transitioned into Vontas Cloud Production environment, RTC will be responsible for the roll out of Vontas Cloud to their remaining employees and its use to support live operations. RTC Subject Matter Experts (SMEs) are expected to be the first level support for end users during the deployment activities. SMEs will be expected to provide support on the use of the new system, answer questions regarding functions that may be unfamiliar and reinforce key functionality.

Deployment Support

Vontas will provide remote support over the course of one (1) week after the go-live launch of the new Vontas Cloud environment. RTC can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the Vontas Cloud upgraded Software to support live operations.

Closure

At the completion of the one (1) week deployment support period, all ongoing support will be transitioned to and provided through Vontas' long-term maintenance program. At this time, the project will be considered complete and project closure will be processed.

Responsibilities and Deliverables

Activity	Vontas Responsibilities	RTC's Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none">• Lead project kick-off meeting• Develop and maintain project schedule	<ul style="list-style-type: none">• Provide input for RTC-led activities• Ensure all appropriate staff attend the Kick-Off	<ul style="list-style-type: none">• Kick-off meeting• Preliminary project schedule

Activity	Vontas Responsibilities	RTC's Responsibilities	Deliverables
		<ul style="list-style-type: none"> Assist with developing and maintaining the project schedule 	
Design Review	<ul style="list-style-type: none"> Conduct Vontas Cloud managed services design review meetings with RTC 	<ul style="list-style-type: none"> Participate in design review meetings Provide documentation as requested Design approvals 	<ul style="list-style-type: none"> Vontas Cloud design document
Vontas Cloud Environment Setup	<ul style="list-style-type: none"> Create backup of TM databases Set up Vontas Cloud Test and Prod Environments Install TM Software into Vontas Cloud Test and Prod Environments 	<ul style="list-style-type: none"> Consult as required Provide input as necessary 	<ul style="list-style-type: none"> Vontas Cloud Test and Prod Environments prepared for Acceptance Testing
New Features and Functionality Training	<ul style="list-style-type: none"> Deliver pre-production training 	<ul style="list-style-type: none"> Participate in training 	<ul style="list-style-type: none"> Training completed
TM Software Installation and Configuration	<ul style="list-style-type: none"> TM Software install and configuration for test and production environment instances Validate TM Software stability and integration 	<ul style="list-style-type: none"> Provide Vontas support during TM Software upgrade 	<ul style="list-style-type: none"> TM Software installed in Vontas Cloud test and production environments
Acceptance Testing	<ul style="list-style-type: none"> Perform installation validation Perform Vontas Acceptance Testing Support RTC through UAT 	<ul style="list-style-type: none"> Consult as required Provide technical consulting as required Perform UAT 	<ul style="list-style-type: none"> Completed Vontas Cloud Acceptance Testing
Deployment and Closure	<ul style="list-style-type: none"> Support RTC's Go-Live migration to production Vontas Cloud managed services Lead and support production deployment Provide remote support following Go-Live migration 	<ul style="list-style-type: none"> Participate in cutover Go-Live activities Provide frontline support for end user questions Confirm connectivity, logins, etc. Confirm finalization and closure of all contract deliverables 	<ul style="list-style-type: none"> Vontas Cloud operational and functional in RTC's production environment Project Closure

Project Duration

The implementation is expected to be completed within four (4) months from contract execution. A mobilization period of up to thirty (30) days may be required to kick off the project and align all resources. Vontas will work to minimize this mobilization period through proactive planning with RTC.



If the length of the project exceeds four (4) months from contract execution, either due to RTC readiness or resourcing delays, a change order may be required to fund the extension. Prior to the execution of any project activities, RTC will issue a Purchase Order to Vontas for the project.

Project Management Services

Vontas will provide remote project management support for the entire duration of the project. The Vontas project manager will be responsible for the successful planning, design, and execution of the project, including effective stakeholder communication, risk mitigation and meeting project milestones. The project manager will be the key point of contact for RTC for the duration of the project. Vontas will also require RTC assign a project manager for this implementation. The two project managers will work together to ensure consistent dialogue is maintained through well-established communication channels.

A successful implementation requires effective and timely communication with all project stakeholders. Vontas expects the project managers will meet on a bi-weekly basis.

In addition to the responsibilities outlined above, Vontas project managers will also provide the following key services:

- **Change Management:** If any deliverable(s) will need to be changed, the project manager will identify the impact of the change and initiate necessary actions to ensure timelines and costs will be adjusted.
- **Milestone Sign-Offs:** With each completed milestone, RTC will be asked to sign off on the milestone and confirm agreement with the change order moving forward.

Resource Allocation

RTC's Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	Up to 20% of their time for the full duration of the project	<ul style="list-style-type: none">• Primary RTC point of contact for the project• Support communication, including regular project status calls and project activity reviews• Coordinate RTC resources for delivery of services as identified in the statement of work• Coordinate RTC review and approval of documentation
RTC Technical Product Specialist / System Administrator and Subject Matter Experts ("SMEs")	Up to 70% of their time during implementation and Testing	<ul style="list-style-type: none">• Main RTC resource for Vontas Cloud managed services design review• Support Vontas during Vontas Cloud setup and Software installation• Support Vontas during acceptance testing• Participate in production cutover activities



Resource	Resource Allocation	Responsibilities
Trainer	30% of their time during the pre-production phase of the project	<ul style="list-style-type: none"> Principal RTC resources participating in training activities Primary RTC contact to receive and instruct RTC staff with new upgrade version feature and functionality training

Pricing

The following project budget identifies the maintenance fees required to support the Vontas Cloud solution as outlined in this statement of work. Note that Year 1 Vontas Cloud costs begin upon contract execution and can be pro-rated to align to RTC's current maintenance term, if desired, based on joint agreement between Vontas and RTC.

Vontas Cloud

Item	Description	Year 1 Base	Year 2 Base	Year 3 Base
1	Implementation Services (One-Time Vontas Cloud Setup Fee)	\$69,679	-	-
2	Vontas Cloud Maintenance (Test / Production Environments)	\$100,563	\$105,590	\$110,870
	Sub Total	\$170,242	\$105,590	\$110,870
	Yearly Total	\$170,242	\$105,590	\$110,870
	Three (3) Year Total	\$386,702		

Pricing notes:

- Vontas Cloud base service pricing is calculated on a three (3) year contract and subject to change if any updates are made to the proposed solution or base hosting period. There are direct savings to RTC when guaranteeing a specific time commitment. The Vontas Cloud service contract start date is the date when the Vontas delivery team is engaged in the project.
- Base year 2 and base year 3 will be invoiced approximately 90 days before the renewal date of the given year.
- RTC's Vontas Cloud implementation does not provide a Disaster Recovery solution and will be considered outside the scope of this engagement. Changes to the Vontas Cloud solution will need to be addressed through a change order
- This implementation is a fixed-fee project
- Pricing does not include any applicable taxes or expenses associated with RTC and any of their resources assigned to the project



Payment Milestones

The below payment milestones are calculated using the “Year 1 Base” pricing and shall be followed throughout the implementation.

Payment Milestones	% Of Contract Value	(USD)
Milestone 1: Contract Signing Acceptance Criteria: <ul style="list-style-type: none">• Execution of Contractual Agreement	100% of Year 1 Cloud Managed Services	\$100,563
Milestone 2: Project Kick-off Acceptance Criteria: <ul style="list-style-type: none">• Completion of the Project Kick-Off meeting	10% of Services and Expenses	\$6,968
Milestone 3: Design Review Acceptance Criteria: <ul style="list-style-type: none">• Approval of the Vontas Cloud design review document	25% of Services and Expenses	\$17,420
Milestone 4: Vontas Cloud Environment Setup Acceptance Criteria: <ul style="list-style-type: none">• Installed TM Software into RTC’s Vontas Cloud Test and Prod Environments	25% of Services and Expenses	\$17,420
Milestone 5: New Features and Functionality Training Acceptance Criteria: <ul style="list-style-type: none">• Completion of pre-production on-site training trip	10% of Services and Expenses	\$6,968
Milestone 6: Acceptance Testing Acceptance Criteria: <ul style="list-style-type: none">• Completion of User Acceptance Testing	20% of Services and Expenses	\$13,935
Milestone 7: Production Go-Live Acceptance Criteria: <ul style="list-style-type: none">• Completion of production Go-Live cutover and on-site trip support activities	10% of Services and Expenses	\$6,968

Project Assumptions

1. Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
2. RTC will have all necessary and appropriate personnel, including RTC resources, at all meetings for the purpose of defining the Vontas Cloud design specification.
3. RTC will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for Vontas’ customer care group.

4. The delivery of on-site services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at RTC.
5. Vontas will have the authority over the installation of Vontas Cloud service. All communications regarding the Vontas Cloud service customizations, approval of work and workmanship should flow through Vontas representatives, through coordination with RTC's project manager.
6. All Software will take advantage of the existing Vontas infrastructure, data sources and software, unless otherwise stated.
7. TM Software version must be 19.0 or greater to migrate to the Vontas Cloud. A TM Software upgrade must be completed as a part of the Maintenance contract prior to or during this cloud migration.
8. RTC will provide access to TM Application server for Software upgrade and Cloud migration activities. If access to the TM system requires RTC IT staff supervision, RTC IT staff will provide reasonable Vontas access support in a timely matter as to not impede on or delay Vontas professional services delivery. Additional costs may apply if remote access to RTC TM system causes a project delay.

Change Provisions for Scope of Work

Vontas manages change through the following process: Should either party require a change in the timeline or scope of the effort(s) involved, the party requesting the change will submit a written request documenting the change to the other party. The following information should be made available in the change request:

- Specific changes requested
- Reason for the change
- Any changes in schedule, scope or deliverables

For approval of the change, an authorized representative from both parties will submit written approval on the change management form(s). Once the change is approved, the project scope will be adjusted to reflect the agreed-upon changes.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Graham Dollarhide, Senior Technical Planner

RECOMMENDED ACTION

Conduct a public hearing regarding approval of Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 4 to the RTIP.

BACKGROUND AND DISCUSSION

Amendment No. 4 is required to incorporate updates to existing projects already included in the RTIP and to add new projects for which funding has recently been identified. The amendment includes updates to existing projects led by the Nevada Department of Transportation (NDOT) and one led by RTC. Total project funding for several of the NDOT-led roadway projects will be increased, one of which also includes a scope modification. Total funding will also be increased for the RTC-led project on Lemmon Drive. Additionally, the amendment includes five new projects added to the RTIP by NDOT, four of which are bridge replacement projects on state roadways. The remaining project implements the first phase of recommendations from a study recently completed on the Mt. Rose Highway corridor.

An air quality analysis for the proposed amendment was not required as the added and amended projects are either exempt from transportation conformity requirements or have already complied with this requirement.

A public comment period preceded this public hearing (December 9-15). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

The Technical Advisory Committee and the Citizens Multimodal Advisory Committee met on December 1st and 7th, 2022, respectively, and both committees recommended approval of the amendment.

FISCAL IMPACT

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state, and local revenue sources.

PREVIOUS BOARD ACTION

03/19/2021 Approved the FFY 2021-2025 RTIP.

08/20/2021 Approved Amendment No. 1 to the FFY 2021-2025 RTIP.

05/20/2022 Approved Amendment No. 2 to the FFY 2021-2025 RTIP.

09/16/2022 Approved Amendment No. 3 to the FFY 2021-2025 RTIP.

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 4 TO THE FEDERAL FISCAL YEARS (FFY) 2021-2025 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2021-2025 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 4 to the FFY 2021-2025 RTIP in conformance with the 2050 Regional Transportation Plan (RTP); and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2021-2025 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2021-2025 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 4 to the FFY 2021-2025 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on December 16, 2022.

Ed Lawson, Chair
Regional Transportation Commission

ALL Transportation Improvement Program, 23-03-RTC Washoe Amendment 2023-2027

13 Projects Listed

<i>State TIP ID</i>	WA20170130	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$1,048,950
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Jaime Tuddao (775)888-7467	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Railroad	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	Highland Avenue Railroad Crossing						
<i>Project Limits</i>	From Highland Avenue						
<i>Scope</i>	Install crossing surface improvements and adjustment to crossing signal arms						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fund	\$14,450	-	-	-	-	-	-	\$14,450
PE	RAIL	\$14,450	-	-	-	-	-	-	\$14,450
PE	State Match - Nv	\$50	-	-	-	-	-	-	\$50
	<i>Total Preliminary Engineering</i>	\$28,950	-	-	-	-	-	-	\$28,950
CON	Local Fund	-	-	\$102,000	-	-	-	-	\$102,000
CON	RAIL	-	-	\$918,000	-	-	-	-	\$918,000
	<i>Total Construction</i>	-	-	\$1,020,000	-	-	-	-	\$1,020,000
	<i>Total Programmed</i>	\$28,950	-	\$1,020,000	-	-	-	-	\$1,048,950



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
18-00 Adoption 2018-2022	08/17/2017	09/12/2017	09/29/2017	09/28/2017
19-00 Adoption 2019-2023	08/17/2018	09/17/2018	09/19/2018	09/18/2018
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05 Amendment 2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

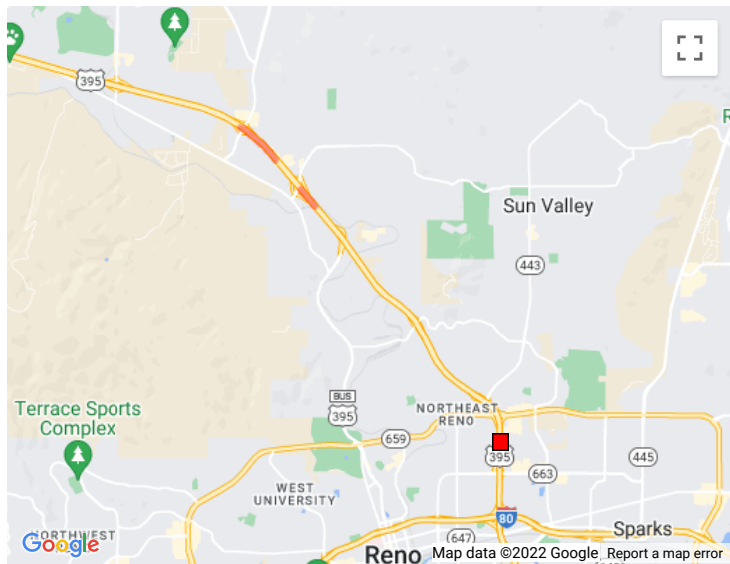
SCHEDULE / FUNDING / SCOPE - Carry over from 21-05, Positive change in cost greater than Twenty-Five percent (25%) is requested/anticipated.

Funding Change(s):

Total project cost increased from \$333,950 to \$1,048,950

<i>State TIP ID</i>	WA20170146	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$170,257,898
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Jae Pullen 775-834-8300	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Major/New Construction	<i>Air Quality</i>	Non-Exempt	<i>TCM</i>	No	<i>Construction</i>	2023 start
<i>Project Name</i>	US 395, North Valleys, McCarran to Golden Valley, Phase 1B						
<i>Project Limits</i>	At From McCarran To Golden Valley Structure of Distance (mile) 4.05 Begin: 27.06 End: 31.11						
<i>Scope</i>	CONSTRUCT AUX LANE NB AND SB, CONSTRUCT TRAVEL LANE SB, CONSTRUCT NEW BRAIDED RAMP AT PANTHER VALLEY INTERCHANGE, AND REHAB EXISTING PAVEMENT						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	\$1,230,000	-	-	-	-	-	-	\$1,230,000
	<i>Total Preliminary Engineering</i>	\$1,230,000	-	-	-	-	-	-	\$1,230,000
ROW	State Gas Tax	\$130,000	-	-	-	-	-	-	\$130,000
	<i>Total Right of Way</i>	\$130,000	-	-	-	-	-	-	\$130,000
CON	INFRA Grant	-	\$88,917,130	-	-	-	-	-	\$88,917,130
CON	NHPP	-	\$31,422,623	-	-	-	-	-	\$31,422,623
CON	STBG State-Wide	-	\$40,113,250	-	-	-	-	-	\$40,113,250
CON	State Match - Nv	-	\$8,444,895	-	-	-	-	-	\$8,444,895
	<i>Total Construction</i>	-	\$168,897,898	-	-	-	-	-	\$168,897,898
	<i>Total Programmed</i>	\$1,360,000	\$168,897,898	-	-	-	-	-	\$170,257,898



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
18-01.1 Amendment 2018-2022	09/11/2017	09/12/2017	N/A	N/A
19-00 Adoption 2019-2023	08/17/2018	09/17/2018	09/19/2018	09/18/2018
19-01 Amendment 2019-2023	12/12/2018	12/12/2018	N/A	N/A
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
20-09 Amendment 2020-2024	05/22/2020	05/27/2020	06/01/2020	N/A
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-01 Amendment 2021-2025	11/20/2020	12/02/2020	12/09/2020	12/03/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
23-03 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	N/A	N/A

Current Change Reason

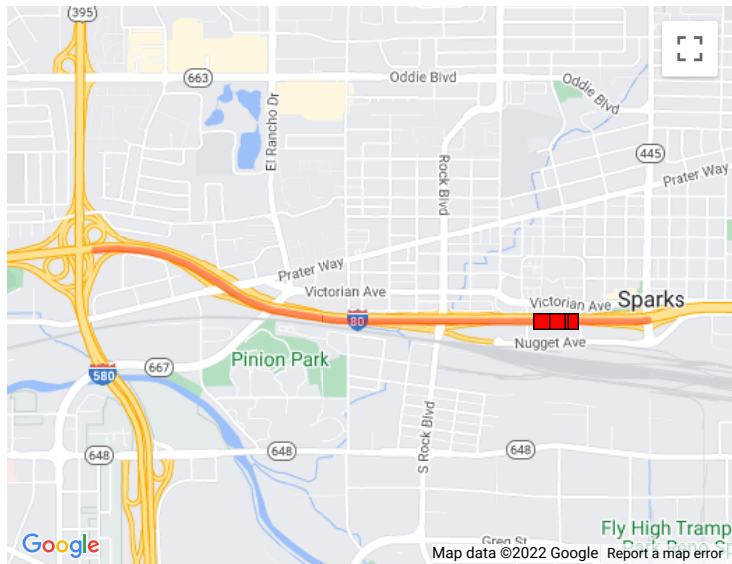
SCHEDULE / FUNDING / SCOPE - Carry over from 21-03

Funding Change(s):

Total project cost increased from \$94,750,000 to \$170,257,898

<i>State TIP ID</i>	WA20200011	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$77,115,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Amanda CALLEGARI 775-888-7603	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Major/New Construction	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	Reno Spaghetti Bowl - Phase 2 Nugget Viaduct -Preliminary Design						
<i>Project Limits</i>	At From EAST OF I 80/I 580/US 395 (SPAGHETTI BOWL) INTERCHANGE To EAST MCCARRAN BLVD (SR 659) of Distance (mile) 2.1 Begin: 14.9 End: 17 At Bridge# H-866						
<i>Scope</i>	RECONSTRUCT I-80 FROM JUST EAST OF THE SPAGHETTI BOWL TO MCCARRAN BLVD EAST; REPLACE I-80 BRIDGE H-866 E/W OVER THE NUGGET CASINO; CONSTRUCT NEW INTERCHANGE AT KIETZKE LANE; RECONSTRUCT ROCK BLVD AND PYRAMID WAY INTERCHANGES (PRELIMINARY ENGINEERING)						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	-	-	\$77,115,000	-	-	-	-	\$77,115,000
	<i>Total Preliminary Engineering</i>	-	-	\$77,115,000	-	-	-	-	\$77,115,000
	Total Programmed	-	-	\$77,115,000	-	-	-	-	\$77,115,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-08 Amendment 2021-2025	01/20/2021	01/20/2021	N/A	N/A
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

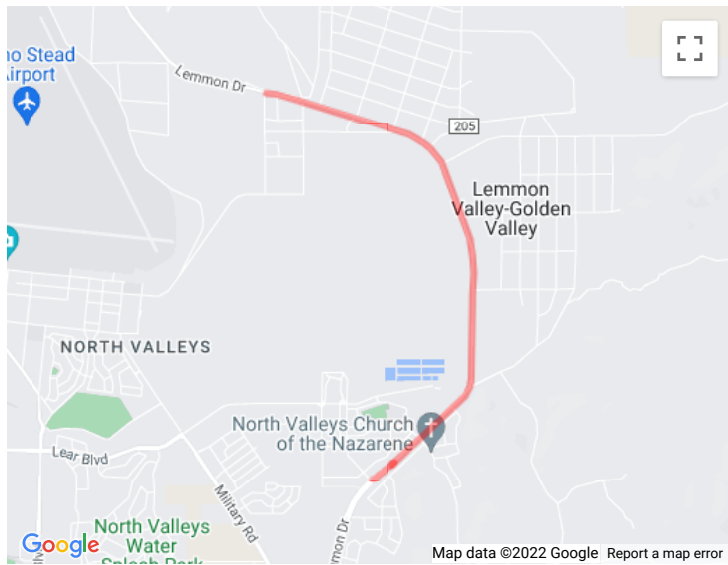
SCHEDULE / FUNDING / SCOPE - Carry over from 21-08

Funding Change(s):

Total project cost increased from \$5,115,000 to \$77,115,000

<i>State TIP ID</i>	WA20200070	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$49,200,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Dale Keller 7753351827	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Road Improvement	<i>Air Quality</i>	Non-Exempt	<i>TCM</i>	No	<i>Construction</i>	2025 start
<i>Project Name</i>	Lemmon Drive Segment 2 Traffic Improvements and Resiliency Project						
<i>Project Limits</i>	At Lemmon Drive From Fleetwood Drive To Ramsey Way of Distance (mile) 3.1						
<i>Scope</i>	Project will improve traffic operations and add resiliency through stormwater and other improvements.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	\$200,000	-	-	-	-	-	\$200,000
PE	STBG WA	-	\$3,800,000	-	-	-	-	-	\$3,800,000
	<i>Total Preliminary Engineering</i>	-	\$4,000,000	-	-	-	-	-	\$4,000,000
ROW	Local Fuel Tax - RTCWA	-	-	\$2,000,000	-	-	-	-	\$2,000,000
	<i>Total Right of Way</i>	-	-	\$2,000,000	-	-	-	-	\$2,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$43,200,000	-	-	-	\$43,200,000
	<i>Total Construction</i>	-	-	-	\$43,200,000	-	-	-	\$43,200,000
	<i>Total Programmed</i>	-	\$4,000,000	\$2,000,000	\$43,200,000	-	-	-	\$49,200,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-01 Amendment 2021-2025	11/20/2020	12/02/2020	12/09/2020	12/03/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
23-01 Amendment 2023-2027	09/16/2022	11/10/2022	11/30/2022	11/10/2022
23-03 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	N/A	N/A

Current Change Reason

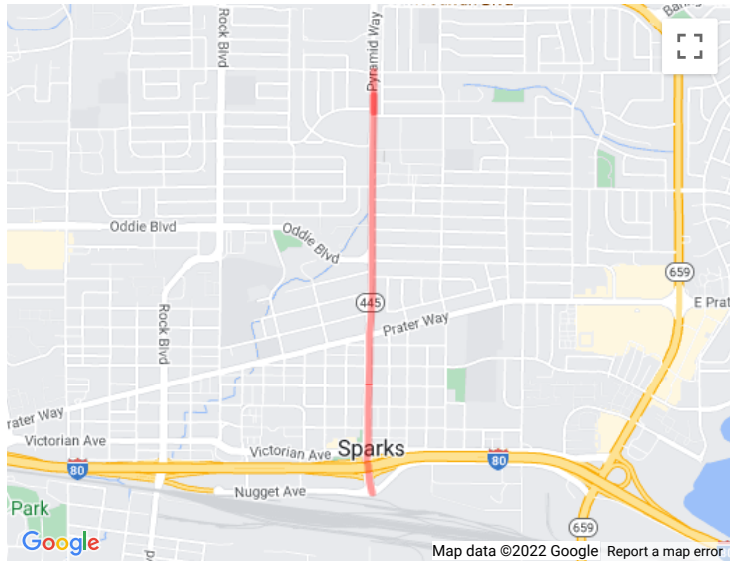
SCHEDULE / FUNDING / SCOPE -

Funding Change(s):

Total project cost increased from \$39,000,000 to \$49,200,000

<i>State TIP ID</i>	WA20200073	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$9,917,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	CHRISTOPHER KUHN 775-888-7720	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	SR 445, PYRAMID WAY - 3R AND ADA						
<i>Project Limits</i>	At From Nugget Avenue To York Way of Distance (mile) 1.38 Begin: 0 End: 1.38						
<i>Scope</i>	2-3/4 INCH COLDMILL, 2 INCH PBS WITH 3/4 INCH OG AND 10% PATCHING. UPGRADE EXISTING RAMPS, DRIVEWAYS AND SELECT SIDEWALK LOCATIONS TO MEET ADA						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	\$330,000	-	-	-	-	-	-	\$330,000
	<i>Total Preliminary Engineering</i>	\$330,000	-	-	-	-	-	-	\$330,000
ROW	State Gas Tax	-	-	\$115,000	-	-	-	-	\$115,000
	<i>Total Right of Way</i>	-	-	\$115,000	-	-	-	-	\$115,000
CON	State Gas Tax	-	-	\$9,472,000	-	-	-	-	\$9,472,000
	<i>Total Construction</i>	-	-	\$9,472,000	-	-	-	-	\$9,472,000
	<i>Total Programmed</i>	\$330,000	-	\$9,587,000	-	-	-	-	\$9,917,000



Version History

<i>TIP Document</i>			<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-03	Amendment	2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
21-05	Amendment	2021-2025	08/20/2021	08/25/2021	08/30/2021	08/25/2021
21-06	Amendment	2021-2025	11/19/2021	11/23/2021	N/A	N/A
23-03	Amendment	2023-2027	<i>Pending</i>	<i>Pending</i>	N/A	N/A

Current Change Reason

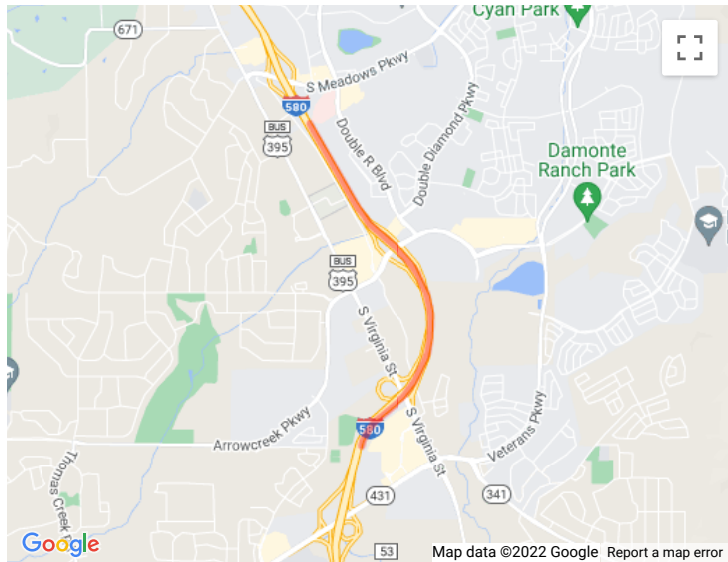
SCHEDULE / FUNDING / SCOPE - Carry over from 21-06, Other, Positive change in cost greater than Twenty-Five percent (25%) is requested/anticipated.

Funding Change(s):

Total project cost increased from \$8,145,000 to \$9,917,000

<i>State TIP ID</i>	WA20210023	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$24,000,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Tyler Wood 775-888-7552	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2023 start
<i>Project Name</i>	I-580 South Reno - 3R						
<i>Project Limits</i>	At From WA MP 14.997 To WA MP 18.558 of Distance (mile) 3.56 Begin: 15 End: 18.56						
<i>Scope</i>	PROFILE GRIND, SEAL JOINTS, AND SPALL REPAIR. MILL AND OVERLAY WITH OPEN GRADE ON RAMPS						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	\$245,000	\$30,000	-	-	-	-	-	\$275,000
	<i>Total Preliminary Engineering</i>	\$245,000	\$30,000	-	-	-	-	-	\$275,000
ROW	State Gas Tax	-	\$25,000	-	-	-	-	-	\$25,000
	<i>Total Right of Way</i>	-	\$25,000	-	-	-	-	-	\$25,000
CON	NHPP	-	\$16,886,250	-	-	-	-	-	\$16,886,250
CON	STBG State-Wide	-	\$5,628,750	-	-	-	-	-	\$5,628,750
CON	State Match - Nv	-	\$1,185,000	-	-	-	-	-	\$1,185,000
	<i>Total Construction</i>	-	\$23,700,000	-	-	-	-	-	\$23,700,000
	<i>Total Programmed</i>	\$245,000	\$23,755,000	-	-	-	-	-	\$24,000,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-25 Amendment 2021-2025	06/03/2022	06/07/2022	06/21/2022	07/05/2022
21-77 Amendment 2021-2025	01/06/2022	01/08/2022	N/A	N/A
23-01 Amendment 2023-2027	09/16/2022	11/10/2022	11/30/2022	11/10/2022
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Positive change in cost over \$5 Million and greater than twenty percent (20%) of the estimated dollar amount of the project is requested and/or anticipated.

Funding Change(s):

Total project cost increased from \$11,020,000 to \$24,000,000

<i>State TIP ID</i>	WA20220007	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$6,000
<i>Lead Agency</i>	Washoe County School District	<i>Contact</i>	Randy Drake 775-789-4617	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Safety	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	WCSD Safe Routes To School						
<i>Project Limits</i>	School Police/SRTS will purchase school safety equipment including safety vests and "Yeild to Pedestrian" signs (Ped in a Bag) that will be placed in school crosswalks so that drivers may be aware of students walking and biking near school grounds, making the school a safer environment. These materials will supplement the WCSD SRTS Program's goals/objectives.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
OTHER	Local Fund	-	\$300	-	-	-	-	-	\$300
OTHER	TAP WA STBG	-	\$5,700	-	-	-	-	-	\$5,700
	<i>Total Other</i>	-	\$6,000	-	-	-	-	-	\$6,000
	<i>Total Programmed</i>	-	\$6,000	-	-	-	-	-	\$6,000

*Map Has Not Been Mark

Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Other

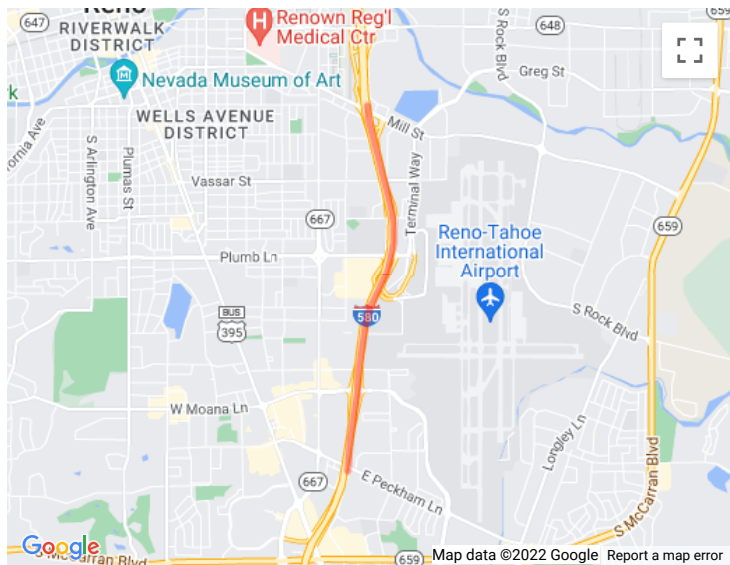
Funding Change(s):

Total project cost stays the same \$6,000

*Various Locations

<i>State TIP ID</i>	WA20220024	<i>MPO/TIP</i>	RTC Washoe 23-03	<i>Local ID</i>		<i>Total Cost</i>	\$30,000,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Curtis Hartzell 775-888-7985	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2023 start
<i>Project Name</i>	I 580, Reno, from Peckham Ln to Mill Street - Preservation						
<i>Project Limits</i>	At From WA MP 20.7 To WA MP 24.5 of Distance (mile) 3.8 Begin: 20.7 End: 24.5						
<i>Scope</i>	Remove Existing PCCP in Travel Lanes and Reconstruct with 9" Dense Grade Plantmix and 1" HiMOD Overlay.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	\$30,000,000	-	-	-	-	-	\$30,000,000
	<i>Total Construction</i>	-	\$30,000,000	-	-	-	-	-	\$30,000,000
	Total Programmed	-	\$30,000,000	-	-	-	-	-	\$30,000,000



Version History

<i>TIP Document</i>		<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-01	Amendment 2023-2027	09/16/2022	11/10/2022	11/30/2022	11/10/2022
23-03	Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

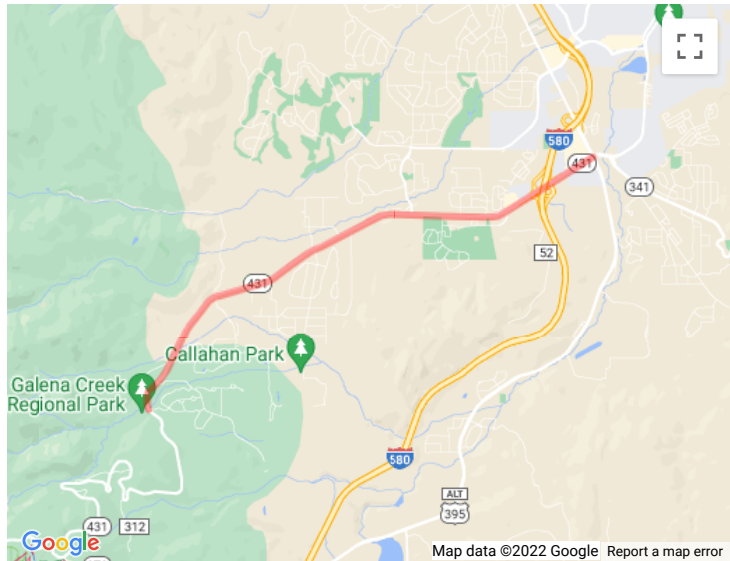
SCHEDULE / FUNDING / SCOPE - Positive change in cost over \$5 Million and greater than twenty percent (20%) of the estimated dollar amount of the project is requested and/or anticipated.

Funding Change(s):

Total project cost increased from \$21,000,000 to \$30,000,000

<i>State TIP ID</i>	WA20220027	<i>MPO/TIP</i>	RTC Washoe 23-02	<i>Local ID</i>		<i>Total Cost</i>	\$13,000,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	MURPH GLOVER 775-888-7221	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Major/New Construction	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2026 start
<i>Project Name</i>	Mt. Rose Corridor Study Recommendations Phase 1 Improvements						
<i>Project Limits</i>	At From Douglas Fir Dr To Veterans Pkwy of Distance (mile) 7.5 Begin: 17.2 End: 24.7						
<i>Scope</i>	Mt. Rose Corridor Study Recommendations Phase 1 Improvements						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	-	-	\$13,000,000	-	-	\$13,000,000
	<i>Total Construction</i>	-	-	-	-	\$13,000,000	-	-	\$13,000,000
	<i>Total Programmed</i>	-	-	-	-	\$13,000,000	-	-	\$13,000,000



Version History

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220029	<i>MPO/TIP</i>	RTC Washoe 23-02	<i>Local ID</i>		<i>Total Cost</i>	\$29,270,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	DAVID CHASE 775-888-7550	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	I-80 West of Reno - I775E/W Bridge replacement at SR647 / W. 4th St.						
<i>Project Limits</i>	At Bridge# I-775 E/W						
<i>Scope</i>	I-80 West of Reno - I775E/W Bridge replacement at SR647 / W. 4th St.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	\$29,270,000	-	-	-	-	\$29,270,000
	<i>Total Construction</i>	-	-	\$29,270,000	-	-	-	-	\$29,270,000
	Total Programmed	-	-	\$29,270,000	-	-	-	-	\$29,270,000



Version History

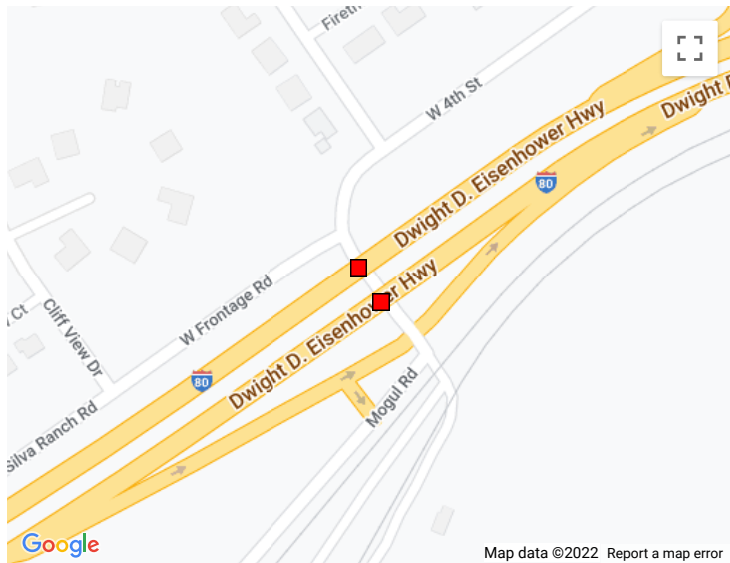
<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220030	<i>MPO/TIP</i>	RTC Washoe 23-02	<i>Local ID</i>		<i>Total Cost</i>	\$27,230,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	DAVID CHASE 775-888-7550	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	I-80 West of Reno - I774E/W Bridge replacement at Mogul Rd / 4th St.						
<i>Project Limits</i>	At Bridge# I-774 E/W						
<i>Scope</i>	I-80 West of Reno - I774E/W Bridge replacement at Mogul Rd / 4th St.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	\$27,230,000	-	-	-	-	\$27,230,000
	<i>Total Construction</i>	-	-	\$27,230,000	-	-	-	-	\$27,230,000
	Total Programmed	-	-	\$27,230,000	-	-	-	-	\$27,230,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220031	<i>MPO/TIP</i>	RTC Washoe 23-02	<i>Local ID</i>		<i>Total Cost</i>	\$820,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	DAVID CHASE 775-888-7550	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	FR 09 Lockwood Dr. at Truckee River- replace B-1490 (on system bridge).						
<i>Project Limits</i>	At FR09 Bridge# B-1490						
<i>Scope</i>	FR 09 Lockwood Dr. at Truckee River- replace B-1490 (on system bridge).						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	-	-	-	\$820,000	-	-	-	\$820,000
	<i>Total Preliminary Engineering</i>	-	-	-	\$820,000	-	-	-	\$820,000
	<i>Total Programmed</i>	-	-	-	\$820,000	-	-	-	\$820,000



Version History

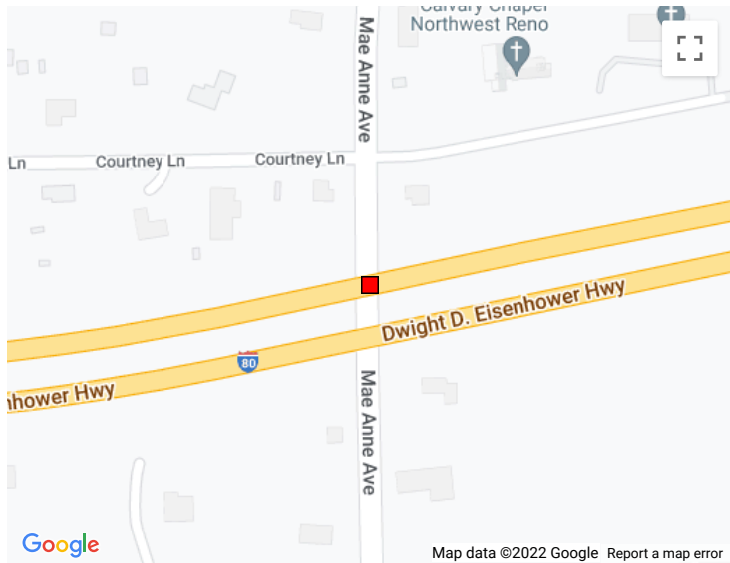
<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220032	<i>MPO/TIP</i>	RTC Washoe 23-02	<i>Local ID</i>		<i>Total Cost</i>	\$29,390,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	DAVID CHASE 775-888-7550	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	I-80 West of Reno - H767E/W Bridge replacement						
<i>Project Limits</i>	At Bridge# H-767 E/W						
<i>Scope</i>	I-80 West of Reno - H767E/W Bridge replacement at Mae Anne Ave						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	\$29,390,000	-	-	-	-	\$29,390,000
	<i>Total Construction</i>	-	-	\$29,390,000	-	-	-	-	\$29,390,000
	<i>Total Programmed</i>	-	-	\$29,390,000	-	-	-	-	\$29,390,000



Version History

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-03 Amendment 2023-2027	Pending	Pending	N/A	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Christian Schonlau, Director of Finance/CFO

RECOMMENDED ACTION

Receive a report on the FY 2022 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorize staff to submit the document to the Nevada Department of Taxation.

BACKGROUND AND DISCUSSION

As required, the independent audit report on the financial operations of the RTC is being presented to the Board. The RTC has received an unmodified opinion as issued by Crowe LLP, the highest rating possible. RTC has a strong history of no findings or minimal findings. This year, there were no audit findings or policy findings. Staff will provide a brief financial summary of FY 2022. Attached is a letter to the Commissioners from our auditors, Crowe LLP. A representative from Crowe LLP will be available during the meeting to answer any questions regarding the audit. The ACFR for FY 2022 includes all requirements specified by Nevada Revised Statutes and the Single Audit Act. The report also includes information required by the Government Finance Officers Association (GFOA) for eligibility of the Certificate of Achievement Award. The RTC has received this award for the past 33 years. Staff will submit the FY 2022 report to the GFOA for its consideration in regard to the Certificate of Achievement Award.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

This is an annual report that is presented to the Board each December.



ANNUAL COMPREHENSIVE FINANCIAL REPORT

REGIONAL TRANSPORTATION COMMISSION



Reno, Sparks and Washoe County, Nevada

Fiscal Year Ended June 30, 2022



Building A Better Community Through Quality Transportation



REGIONAL TRANSPORTATION COMMISSION

Reno, Sparks and Washoe County, Nevada

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2022

Bill Thomas, AICP
Executive Director

PREPARED BY THE FINANCE DEPARTMENT

Christian Schonlau
Director of Finance & CFO

Jelena Williams, CPA
Financial Manager

Andy Chao
Senior Accountant

Hannah Yue, CPA
Senior Accountant

Nelia Belen
Accountant

Nicole Coots
Web/Graphic Designer



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

RTC BOARD OF COMMISSIONERS



NEOMA JARDON
RTC CHAIR
City of Reno Council Member



BOB LUCEY
Washoe County Chairman



ED LAWSON
RTC VICE CHAIR
City of Sparks Mayor



HILLARY SCHIEVE
Mayor of Reno



VAUGHN HARTUNG
Washoe County Commissioner



KRISTINA SWALLOW, Ex-officio
Director
Nevada Department of Transportation

RTC DIRECTORS



BILL THOMAS, AICP
Executive Director



DAN DOENGES, PTP, RSP
Director of Planning



CHRISTIAN SCHONLAU
Director of Finance/
Chief Financial Officer



ADAM SPEAR, ESQ
Director of Legal Services



MARK MALONEY
Director of Public Transportation
& Operations



BRIAN STEWART, P.E.
Director of Engineering



ANGELA REICH, SPHR
Director of Administrative Services

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INTRODUCTORY SECTION



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

December 16, 2022

Honorable Chair, Vice Chair, and Members
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

Dear Chair Lawson, Vice Chair Hartung, Members of the Commission, and Citizens of Reno, Sparks and Washoe County:

I am pleased to transmit to you the Annual Comprehensive Financial Report (ACFR) of the Regional Transportation Commission of Washoe County (RTC) for the fiscal year ended June 30, 2022. State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed Certified Public Accountants.

The ACFR consists of management's representations concerning the finances of the RTC. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the RTC has established a comprehensive internal control framework that is designed to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the RTC's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the RTC's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The RTC's financial statements have been audited by Crowe LLP, a firm of licensed Certified Public Accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements for the fiscal year ended June 30, 2022, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the RTC's financial statements for the fiscal year ended June 30, 2022, are fairly presented in conformity with GAAP. The independent auditor's opinion is presented as the first component of the financial section of this report. The independent audit of the financial statements of the RTC was part of a broader, federally-mandated "Single Audit" designed to meet

Honorable Chair, Vice Chair, and Members
Regional Transportation Commission
December 16, 2022

the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The RTC's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The RTC is located in Northern Nevada. It serves the cities of Reno and Sparks and Washoe County. The RTC's designated urbanized service area is 165 square miles and serves a population of 496,997.

Two major sources of revenue for the RTC are fuel tax and sales tax (public transportation tax). Fuel tax and sales tax can be designated for the RTC transportation purposes by the Nevada State Legislature and must be implemented by Washoe County ordinance. By statute, the RTC may exercise the power of eminent domain with the approval of the City or County in which the property lies.

The RTC has operated as a special purpose unit of government since 1979, as a result of legislation approved in the 1979 Nevada State Legislature.

Overall agency guidance is provided by the Commission, which is composed of locally elected officials. Members of the Commission are appointed by their respective political jurisdiction and include two (2) members representing Washoe County, two (2) members representing the largest city in the jurisdiction (City of Reno), and one (1) member representing the other city in the jurisdiction (City of Sparks). They serve staggered two-year terms.

The Commission establishes and approves policy direction for the agency in all program areas. Policy established by the Commission is implemented through a professional/technical staff supervised by an Executive Director.

As the Executive Director, I serve at the pleasure of the Commission and I am considered to be an unclassified employee. The Commission establishes compensation for the Executive Director position. Department Directors and certain administrative and senior level personnel are also unclassified employees of the RTC and are subject to a classification and compensation plan approved by the Commission. Remaining staff are classified employees of the RTC and are also subject to a classification and compensation plan approved by the Commission.

The RTC is responsible for three major transportation programs:

Public Transportation Program – The RTC operates public transportation, for fixed-route, paratransit, microtransit, and vanpool in conformance with Nevada Revised Statutes. The RTC has the responsibility and the authority to appropriate money from the Public Transit Fund for such purposes and may provide for all functions incident to the administration and operation of public transportation.

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Separate contracts have been established for the public transportation elements of the RTC. Keolis Transit Services, LLC, provides turnkey operation for RTC RIDE, the local fixed-route bus system, RTC RAPID, the bus rapid transit service, and RTC REGIONAL CONNECTOR, a commuter service between Reno/Sparks and Carson City. The RTC REGIONAL CONNECTOR service is funded by the RTC and the city of Carson City. The RTC also has a turnkey contract with MTM Transit, LLC, for the operation of RTC ACCESS, the ADA paratransit service and RTC FlexRIDE, an on-demand microtransit service. RTC established general service delivery policies for both systems and receives all revenues and purchases and maintains ownership of all assets of the transit operations.

In addition, the RTC helps fund transit service on the North Shore of Lake Tahoe for the Tahoe Truckee Area Rapid Transit (TART) system. The service is provided by Placer County, California, through a contractual agreement, with RTC reimbursing Placer County for the transit service provided in the Washoe County portion of the Tahoe basin.

Transportation Planning – The RTC is designated as the Metropolitan Planning Organization (MPO) for Washoe County. In that capacity, the RTC is responsible for establishing policy direction for transportation planning. This responsibility includes the approval of the Regional Transportation Plan (RTP), the annual Five-Year Financial Plan, Regional Transportation Improvement Program (RTIP), Unified Planning Work Program (UPWP), and the establishment and approval of federal funding priorities in certain program areas. The RTC provides major project review of the transportation impacts of new projects and developments.

Regional Street and Highway Program – The primary responsibility of the RTC in the Regional Street and Highway program is to approve and implement road projects through a priority-setting process in both the technical and political levels.

The RTC's Budget Process

The annual budget serves as the foundation for the RTC's financial planning and control. All Department Directors of the RTC are required to submit their budgets for approval by the Executive Director in March of each year. The RTC uses zero-based budgeting. Each department's budget is presented in extensive line item detail. A budget workshop is held for the Commissioners in February. A draft budget is presented to the Commission in April. Any Commissioners' changes are included in the final document, and that document is presented for a public hearing and approval in May. The appropriated budget is prepared by fund, function (e.g., Street and Highway), and department (e.g., Finance). Department Directors may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the Executive Director. Any increase in Fund Budgets requires the approval of the Commission. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the major governmental funds, the General Fund, the Regional Road Impact Fee Fund, and the Paratransit Services Fund, these comparisons are presented as part of the basic financial statements. For the nonmajor governmental fund, with appropriated annual budgets, these comparisons are presented in the Nonmajor Governmental Fund subsection of this report, following the basic financial statements. For the Public Transit Fund, the comparison is presented as part of the other supplementary information.

Agency Accomplishments – FY 2022

- Completed preventative preservation projects:

- ❖ Golden Valley Road
- ❖ Newport Lane
- ❖ Reno Consolidated 20-01 (California, Mayberry, First)
- ❖ Reno Consolidated 21-01 (Lund, Armstrong, Yuma)
- ❖ Kings Row Phase 1 (Keystone Ave to Wyoming Ave)
- ❖ Sparks Consolidated 21-01 (Packer Way and Wild Island Ct)
- ❖ Completed 167 miles of pavement preservation
- Completed Safety Improvements:
 - ❖ 113 new pedestrian ramps
 - ❖ 149 new ADA-accessible driveways
 - ❖ 3.57 miles of new sidewalks
 - ❖ 9 new crosswalk warning devices
 - ❖ 8 new crosswalks
 - ❖ 3.67 miles of new bike lanes
- Completed 81 regional signal timing improvements
- Implemented RRIF 7th Edition
- 100% Alternative Fuel Fleet
- Completed 29 bus stop improvements
- Completed 10 bus stop repairs and replacements
- Began Construction of Terminal Building Remodel,
- Began Lemmon Drive Segment 1 Project
- Began Oddie/Wells Corridor Multi-modal Improvements Project
- Completed Electric and Alternative-Fuel Vehicle Infrastructure and Advanced-Mobility Plan
- Completed Lemmon Valley - Spanish Springs Connector Study
- Initiated Verdi & McCarran Planning studies
- Completed Transit Optimization Plan Strategies (TOPS)
- Completed Public Participation Plan
- Received competitive \$7 million RAISE grant to replace Arlington Avenue Bridges
- Received competitive \$300 thousand grant to complete TOD study
- Received unmodified opinion – Certified Audit

Factors Affecting Financial Condition

Local economy – Washoe County experienced strong economic recovery during Fiscal Year 2022 as businesses re-opened post COVID-19 pandemic shut downs. The area’s economy is principally based in the trade and service sectors. Although gaming and other recreational activities represent a major portion of Washoe County’s economy, the area has diversified its business base with the expansion of distribution, warehousing, and manufacturing facilities. During the fiscal year, Washoe County added 9,900 jobs. Several areas of Washoe County employment experienced job growth during the fiscal year, however, the majority of the workforce increases were in leisure and hospitality industry, construction, and manufacturing. Manufacturing grew by 2,600 jobs or 9.4%, leisure and hospitality grew by 3,100 jobs or 8.9%, and construction grew by 1,400 jobs or 6.8%. Washoe County’s unemployment rate as of June 2022 was 3.3%, a 1.4% decrease from June 2021.

Statewide gross gaming revenues continues to show signs of recovery as they were up 31.84% over the prior year. Washoe County gross gaming revenues were down 6.7% as of June 2022.

Washoe County’s median home sale price increased 15.4% over prior year as of June 2022 creating affordable housing challenges in the area.

Due to Washoe County’s economic diversification, increased consumer spending, and positive impact of inflation to the revenue base, sales tax revenue for FY 2022 was 12.7% higher than the prior year. Additionally, FY 2022 fuel tax revenues increased 3.8% over the prior year due to a 0.6% increase in gasoline gallons sold resulting from continued increases to tourism and population.

Nevada has no personal income tax, and it is a right-to-work state. The State has no estate and/or gift taxes, no unitary taxes, no franchise taxes, and no inventory taxes. These factors have contributed to the State’s tremendous growth over the last 20 years and will continue to be important for the State’s future growth and continued recovery from the COVID-19 pandemic.

Long-term financial planning – As the MPO for surface transportation in the Truckee Meadows, the RTC uses a cooperative strategy inclusive of all local and state governments and community input. The RTC coordinates, plans, and executes Washoe County’s transportation projects to serve the present and the future.

As the MPO, the RTC:

- designs and implements the short-range and long-range regional transportation plans for Washoe County;
- acquires federal, state, and local funding for major regional transportation projects;
- coordinates with local jurisdictions to identify traffic impacts from current and proposed residential and commercial development;
- defines measures to relieve congestion;
- creates traffic projections to anticipate and respond to future regional growth; and
- recommends, implements, and monitors new technologies for transit programs.

The foundation of the RTC planning program is a long-term RTP. The current RTP 2050 plan was adopted in March 2021. The RTP had substantial citizen involvement. The RTP serves as the region’s long-range transportation plan to accommodate the master-planned developments in the City of Reno, City of Sparks, and Washoe County. The plan addresses all modes of travel including automobiles, transit, bicycles, pedestrians, aviation, rail, and goods movement as well as transportation management strategies to make the system more efficient.

Short Term Planning

The Transportation Optimization Plan Strategies (TOPS) for the fiscal years 2023-2027 was finalized in the final quarter of fiscal year 2022, and will be implemented at the beginning of fiscal year 2023. The TOPS serves as the implementation plan for public transit with annual updates over the next five years. The TOPS is driven by the goals and policies of the RTP. The TOPS is a capital-intensive plan. Approximately \$192 million in capital and operating expenditures are programmed over 5 years. Continued changes in the economy and periodic financial forecasts may affect how some projects move forward. RIDE and ACCESS service levels are projected and implemented based on this plan.

Debt Management

The Road Program received a substantial revenue boost when NV Senate Bill 201 (indexing of Local, State, and Federal fuel taxes) was approved by the Legislature in June 2009. Collections began in January 2010. In an effort to stimulate the local economy, the Commission deviated from their usual pay-as-you-go philosophy and has initiated four bond sales totaling \$434.6 million. The first bond sale was completed in July 2009, the second in March 2010, the third in December 2010, and the fourth in April 2013. All bond sale funds have been expended and RTC has moved back to the pay-as-you-go method. RTC refunded the 2009, 2010B, 2010C and 2013 bonds in 2019 providing an average of \$6 million in annual debt services savings through maturity in 2043. Key future projects in the road program between now and the next 10 years include: the Oddie /Wells Corridor Multimodal Improvements project; the Sparks Boulevard corridor project; the Lemmon Drive corridor project, the Mill Street capacity project, Arlington Avenue Bridges project, and Pyramid Highway lane widening.

Operational Model

RTC uses privatization for implementation of the majority of its programs. RTC contracts out with engineering and construction firms for implementation of the road programs. Corridor studies are prepared by engineering and consulting firms. RTC contracts out the operation of RIDE and ACCESS through “turnkey” contracts which are common in the transportation industry. The RTC maintains a staff of 61 employees to oversee the RTC programs.

Awards and Recognition

The RTC staff, projects, and services were recognized on various occasions in FY 2022 for their commitment to quality and meeting the needs of the community:

- American Public Works Association (APWA) Nevada Chapter Project of the Year Award – Virginia Street Project
- American Public Works Association (APWA) Nevada Chapter Project of the Year Award – Sun Valley Boulevard Multimodal Improvement Project Phase 1

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the RTC for its ACFR for the fiscal year ended June 30, 2021. This was the 35th consecutive year that the government has achieved this prestigious award.

Honorable Chair, Vice Chair, and Members
Regional Transportation Commission
December 16, 2022

In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that RTC's FY 2022 ACFR continues to meet the Certificate of Achievement Program's requirements and anticipate continuing to receive certificates for future fiscal years.

The preparation of the ACFR on a timely basis could not have been accomplished without the efficient and dedicated services of the entire staff of the Finance Department and the Certified Public Accountants from Crowe LLP. We would like to express our appreciation to all who assisted and contributed to its preparation.

Respectfully Submitted,



Bill Thomas
Executive Director

Respectfully Submitted,



Christian Schonlau
Director of Finance/CFO

PRINCIPAL OFFICIALS

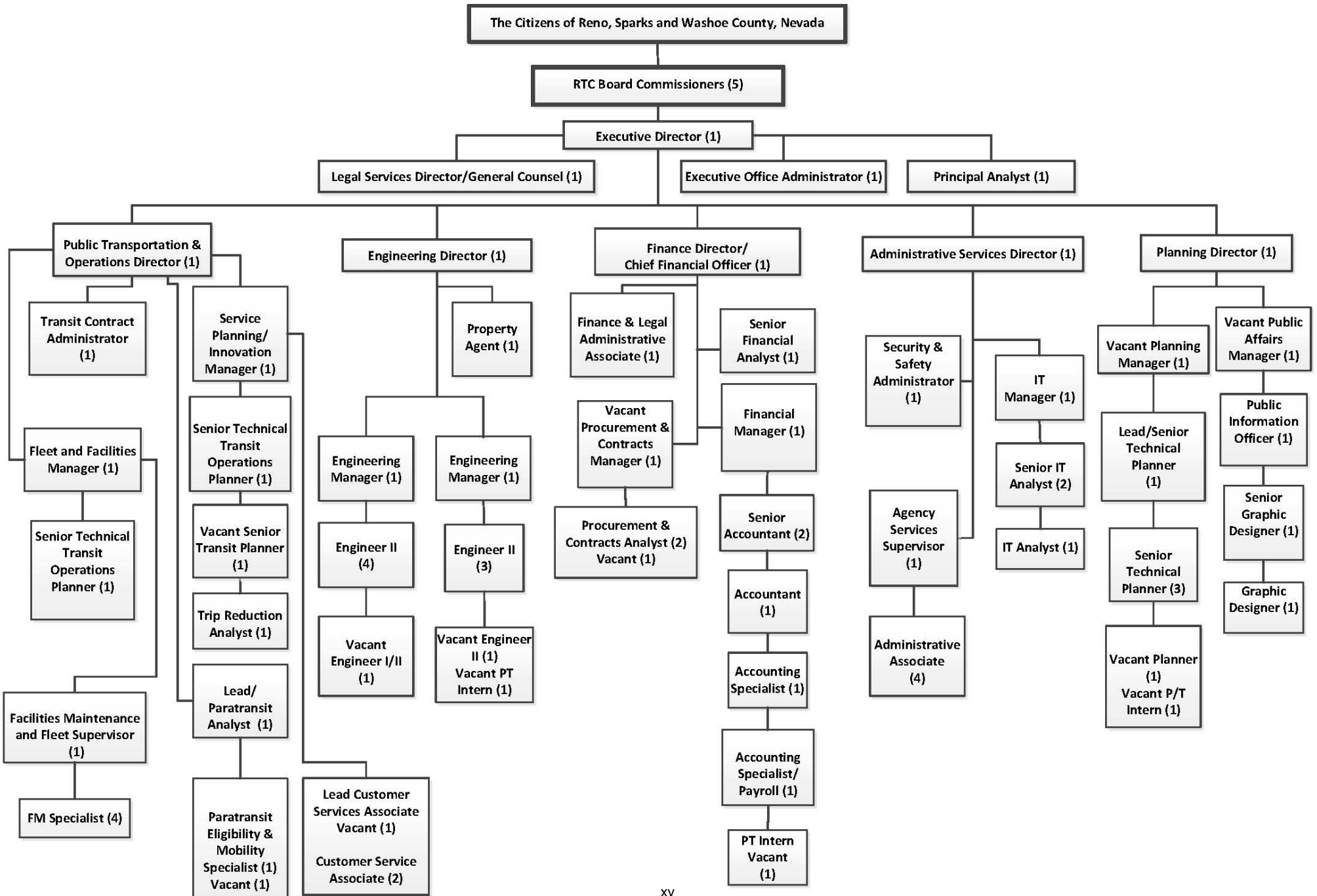
REGIONAL TRANSPORTATION COMMISSION

<u>OFFICE</u>	<u>NAME</u>	<u>TERM OF OFFICE</u>	<u>TERM EXPIRES</u>
<u>Board Members</u>			
Chair	Neoma Jardon	2 years	December 31, 2023
Vice-Chair	Ed Lawson	2 years	December 31, 2022
Board Member	Bob Lucey	2 years	December 31, 2023
Board Member	Hillary Schieve	2 years	December 31, 2022
Board Member	Vaughn Hartung	2 years	December 31, 2022
<u>RTC Staff</u>			
Executive Director *	Willam A. Thomas, AICP		Appointed
Director of Legal Services	Adam Spear, Esq.		Appointed
Director of Administrative Services	Angela Reich, SPHR		Appointed
Chief Financial Officer	Christian Schonlau		Appointed
Director of Engineering	Brian Stewart, P.E.		Appointed
Director of Planning	Dan Doenges, PTP, RSP		Appointed
Director of Public Transportation	Mark Maloney		Appointed
Legal Counsel	Dale Ferguson, Esq.		Appointed
<u>Contracts</u>			
General Manager	Phil Pumphrey, Keolis Transit Services LLC		Contracted
General Manager	Geo Jackson, MTM Transit LLC		Contracted
Independent Auditor	Crowe LLP		Contracted

*The Executive Director is appointed by the Regional Transportation Commission. All other staff members are appointed by the Executive Director.

Regional Transportation Commission of Reno, Sparks and Washoe County, Nevada

Fiscal Year 2022 Organization Chart





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Regional Transportation Commission
of Washoe County, Nevada**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morrill

Executive Director/CEO



FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Regional Transportation Commission, Reno, Sparks and Washoe County, Nevada (RTC), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the RTC's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the RTC, as of June 30, 2022, the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, Regional Road Impact Fee Fund and the Paratransit Services Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the RTC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the RTC's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the RTC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the RTC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Partial and Summarized Comparative Information

We have previously audited the RTC's 2021 financial statements, and we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in our report dated November 24, 2021. In our opinion, the partial and summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedules of Changes in the Total OPEB Liability and Related Ratios, the Schedule of Proportionate Share of the Net Pension Liability, and the Schedule of RTC Contributions as listed on the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the RTC's basic financial statements. The Individual Fund Statements and Schedules, Budget and Actual schedule for the Metropolitan Planning Organization Fund, Capital Assets Used in Operation of Governmental Funds, and the Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Individual Fund Statements and Schedules, Capital Assets Used in the Operation of Governmental Funds, the Budget and Actual schedule for the Metropolitan Planning Organization Fund, and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory Section, Statistical Section, and Other Reporting Information but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2022 on our consideration of the RTC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the RTC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the RTC's internal control over financial reporting and compliance.


Crowe LLP

Sacramento, California
November 30, 2022

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2022

As management of the Regional Transportation Commission (RTC), we are presenting this narrative overview and analysis of the functional activities of the RTC for the fiscal year ended June 30, 2022. Readers are encouraged to consider the information presented here in conjunction with additional information furnished in the letter of transmittal, which can be found in the introductory section of this report.

FINANCIAL HIGHLIGHTS

- The RTC's cash and investments exceeded its liabilities due within one year by \$186.2 million at the close of the most recent fiscal year. The RTC's cash ratio is 5.5, meaning the RTC has 5.5 times the cash and investments available to meet current obligations. Last year's ratio was 5.5.
- The RTC's total net position increased by \$41.7 million. Net position of the governmental activities increased by \$20.0 million due to increased cash balances at year-end. Net position of the business-type activities increased by \$21.7 mainly due to increases in capital assets and increases in cash balances at year end.
- At the close of the current fiscal year, the RTC's governmental funds reported combined ending fund balances of \$179.3 million, an increase of \$10 million in comparison with the prior year. Most of the increase is due to cash reserved for future road construction expenses.
- RTC's outstanding bond debt decreased from \$312.2 million to \$304.7 million, as a result of \$7.5 million in principal payments on existing debt. RTC did not issue any debt in the current fiscal year.
- The RTC's total revenue decreased 3.7% or \$7.1 million in comparison with the prior year. The decrease is due to decreases in operating grants and contributions. The RTC's primary revenue sources are Motor Vehicle Fuel tax and Public Transportation (Sales) tax. These two revenue sources comprise 51.4% and 20.3% of the RTC's revenues, respectively. Motor Vehicle Fuel tax revenue increased \$3.5 million or 3.8% due to increased fuel gallons sold and the passage of State legislation authorizing additional indexing of taxes on motor vehicle fuel and special fuel based on a ten year rolling average of the Producer Price Index (PPI). The inflationary increases have been in effect since January 1, 2010. Public Transportation tax increased \$5.6 million or 16.7% due to increased taxable retail sales for the County.
- The RTC's total program revenues decreased 23.3% or \$16 million in comparison with the prior year. The decrease is mostly due to decreases in capital and operating grant revenues.
- Total expenses were \$144 million, a increase of 0.1% over the prior year primarily due to increases in road construction expenses in the general fund. Governmental activities made up 75% of the total expenses, a increase of 4.6% over the prior year. Business-type activities made up 25% of the total expenses, a decrease of 11.5% over the prior year due to decreases in governmental activities. Operating expenses for public transportation services decreased 11.5% for the fiscal year primarily due to the decrease in purchased transportation services expense.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the RTC's basic financial statements. The RTC's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the RTC's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the RTC's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the RTC is improving or deteriorating.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Government-wide Financial Statements (continued)

The Statement of Activities presents information showing how the RTC's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the RTC that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the RTC include general government activities, street and highway projects, transportation services, and metropolitan planning. The business-type activity of the RTC includes public transportation.

The government-wide financial statements can be found on pages 19-20 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The RTC, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the RTC can be divided into two categories: governmental funds and a proprietary fund.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the RTC's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The RTC maintains five individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, the Regional Road Impact Fee Fund, and the Paratransit Services Fund, all of which are considered to be major funds and for the Metropolitan Planning Organization Fund which is considered to be a nonmajor fund.

Additional data for all of the governmental funds is provided in the supplementary information section of this report.

The RTC adopts an annual appropriated budget for all funds. Budgetary comparison statements and schedules have been provided to demonstrate compliance with these budgets.

Proprietary Fund

The RTC maintains one proprietary fund. This proprietary fund, an enterprise fund, is used to report the same functions presented as business-type activities in the government-wide financial statements. The RTC uses this fund to account for public transportation.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 34-64 of this report.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Other Information

Required supplementary information concerning the RTC's progress in funding its obligation to provide pension benefits and OPEB to its employees and retirees can be found on pages 66-68.

Other supplementary information, including individual fund statements and schedules providing budget to actual comparisons and schedules of capital assets used in the operations of governmental funds, are presented after the basic financial statements.

The Statistical Section provides detailed multi-year information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the RTC's overall financial health.

GOVERNMENT-WIDE OVERALL FINANCIAL ANALYSIS

RTC'S NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets:						
Current and other assets	\$ 199,106,900	\$ 181,284,962	\$ 61,673,517	\$ 42,273,573	\$ 260,780,417	\$ 223,558,535
Capital assets	7,308,059	7,532,425	104,391,135	101,850,921	111,699,194	109,383,346
Total assets	206,414,959	188,817,387	166,064,652	144,124,494	372,479,611	332,941,881
Deferred Outflows of Resources:						
Deferred outflows related to pension	3,325,030	1,486,434	1,524,073	705,946	4,849,103	2,192,380
Deferred outflows related to OPEB	6,293,119	6,213,212	2,884,537	2,950,817	9,177,656	9,164,029
Deferred outflows related to debt refunding	2,564,063	2,699,014	-	-	2,564,063	2,699,014
Total deferred outflows of resources	12,182,212	10,398,660	4,408,610	3,656,763	16,590,822	14,055,423
Liabilities:						
Noncurrent liabilities	357,974,236	369,558,598	11,044,296	12,262,747	369,018,532	381,821,345
Other liabilities	25,792,308	18,491,150	6,212,308	5,673,471	32,004,616	24,164,621
Total liabilities	383,766,544	388,049,748	17,256,604	17,936,218	401,023,148	405,985,966
Deferred Inflows of Resources:						
Deferred inflows related to pension	4,586,186	611,107	2,102,141	290,230	6,688,327	901,337
Deferred inflows related to OPEB	424,635	643,898	194,637	305,804	619,272	949,702
Deferred inflows related to debt refunding	2,727,359	2,859,825	-	-	2,727,359	2,859,825
Total deferred inflows of resources	7,738,180	4,114,830	2,296,778	596,034	10,034,958	4,710,864
Net position:						
Net investment in capital assets	7,308,059	7,532,425	104,015,741	101,416,966	111,323,800	108,949,391
Restricted	171,402,375	159,803,862	-	-	171,402,375	159,803,862
Unrestricted	(351,617,987)	(360,284,818)	46,904,139	27,832,039	(304,713,848)	(332,452,779)
Total net position	<u>\$ (172,907,553)</u>	<u>\$ (192,948,531)</u>	<u>\$ 150,919,880</u>	<u>\$ 129,249,005</u>	<u>\$ (21,987,673)</u>	<u>\$ (63,699,526)</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Net Position

As noted earlier, net position may serve over time as a useful indicator of the RTC's financial position. In the case of the RTC, total liabilities exceeded total assets by \$21,987,673 at the close of the current fiscal year. RTC's negative net position results from revenue bond financing of infrastructure assets that are not included in RTC's capital assets (Note O).

A significant portion of RTC's net position represents resources that are subject to external restrictions (e.g. statutes, bond covenants, and grants) on how they may be used. Restricted net position increased \$11,598,513 from the prior year due to increased cash from revenues restricted for street and highway construction.

Unrestricted net position may be used to meet the government's ongoing obligations to its citizens and creditors. RTC's negative unrestricted net position decreased \$27,738,931 from the prior year due to increases in cash balances.

Another significant portion of RTC's total net position is its net investment in capital assets, (e.g. land, buildings, machinery, and equipment) less any related outstanding debt used to acquire those assets. RTC's net investment in capital assets increased by a net amount \$2,374,409 over the prior year due to the addition of replacement buses less depreciation expense.

The RTC did not use debt to acquire capital assets in this fiscal year. The RTC uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. If the RTC uses debt to purchase capital assets in future fiscal years, it should be noted that the resources needed to repay any long-term obligations must be provided from other sources, since the capital assets themselves cannot be used to liquidate these types of liabilities.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

RTC's CHANGES IN NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues						
Charges for services	\$ 11,184,492	\$ 9,796,899	\$ 2,697,564	\$ 3,623,062	\$ 13,882,056	\$ 13,419,961
Operating grants and contributions	16,194,460	17,689,294	12,482,164	19,484,023	28,676,624	37,173,317
Capital grants and contributions	430,539	40,314	8,928,815	17,028,411	9,359,354	17,068,725
Total program revenues	27,809,491	27,526,507	24,108,543	40,135,496	51,918,034	67,662,003
General revenues:						
Motor vehicle fuel taxes	95,583,664	92,079,885	-	-	95,583,664	92,079,885
Public transportation taxes	8,846,777	18,037,154	35,233,886	21,074,309	44,080,663	39,111,463
Investment earnings	(4,402,550)	52,092	(1,574,140)	42,819	(5,976,690)	94,911
Gain/(Loss) on sale of assets	-	-	(70,877)	(6,223,525)	(70,877)	(6,223,525)
Other miscellaneous	178,227	162,154	114,056	73,655	292,283	235,809
Total general revenues	100,206,118	110,331,285	33,702,925	14,967,258	133,909,043	125,298,543
Total revenues	128,015,609	137,857,792	57,811,468	55,102,754	185,827,077	192,960,546
Expenses:						
Street and highway	77,458,698	70,199,550	-	-	77,458,698	70,199,550
Transportation services	9,434,738	9,805,779	-	-	9,434,738	9,805,779
Regional road impact fees	3,968,001	6,373,470	-	-	3,968,001	6,373,470
Metropolitan planning	3,097,385	2,892,902	-	-	3,097,385	2,892,902
Public transportation	-	-	36,020,593	40,716,959	36,020,593	40,716,959
Debt service	14,135,809	14,112,211	-	-	14,135,809	14,112,211
Total expenses	108,094,631	103,383,912	36,020,593	40,716,959	144,115,224	144,100,871
Change in net position before transfers	19,920,978	34,473,880	21,790,875	14,385,795	41,711,853	48,859,675
Transfers	120,000	375,000	(120,000)	(375,000)	-	-
Change in net position	20,040,978	34,848,880	21,670,875	14,010,795	41,711,853	48,859,675
Net position - July 1	(192,948,531)	(227,797,411)	129,249,005	115,238,210	(63,699,526)	(112,559,201)
Net position - June 30	\$ (172,907,553)	\$ (192,948,531)	\$ 150,919,880	\$ 129,249,005	\$ (21,987,673)	\$ (63,699,526)

Change in Net Position

The RTC's overall net position increased \$41,711,853 from the prior year due to increases in charges for services revenues. Program revenues are directly related to service activities of a function. Total program revenues decreased from the prior year due to operating and capital grants and contributions decreases due to timing of grant reimbursements for capital bus purchases and most of the . Total general revenues increased \$8,610,500 or 6.9% from the prior year mostly due to a 12.7% increase in public transportation tax and a 3.81% increase in motor vehicle fuel taxes. Total general revenue increases were offset by decreases in investment earnings and losses on the sale of assets. General revenues represent 65% of total revenues. Total expenses increased by \$14,353 or 0.01% from the prior year mostly from reduction in street and highway program expenses.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

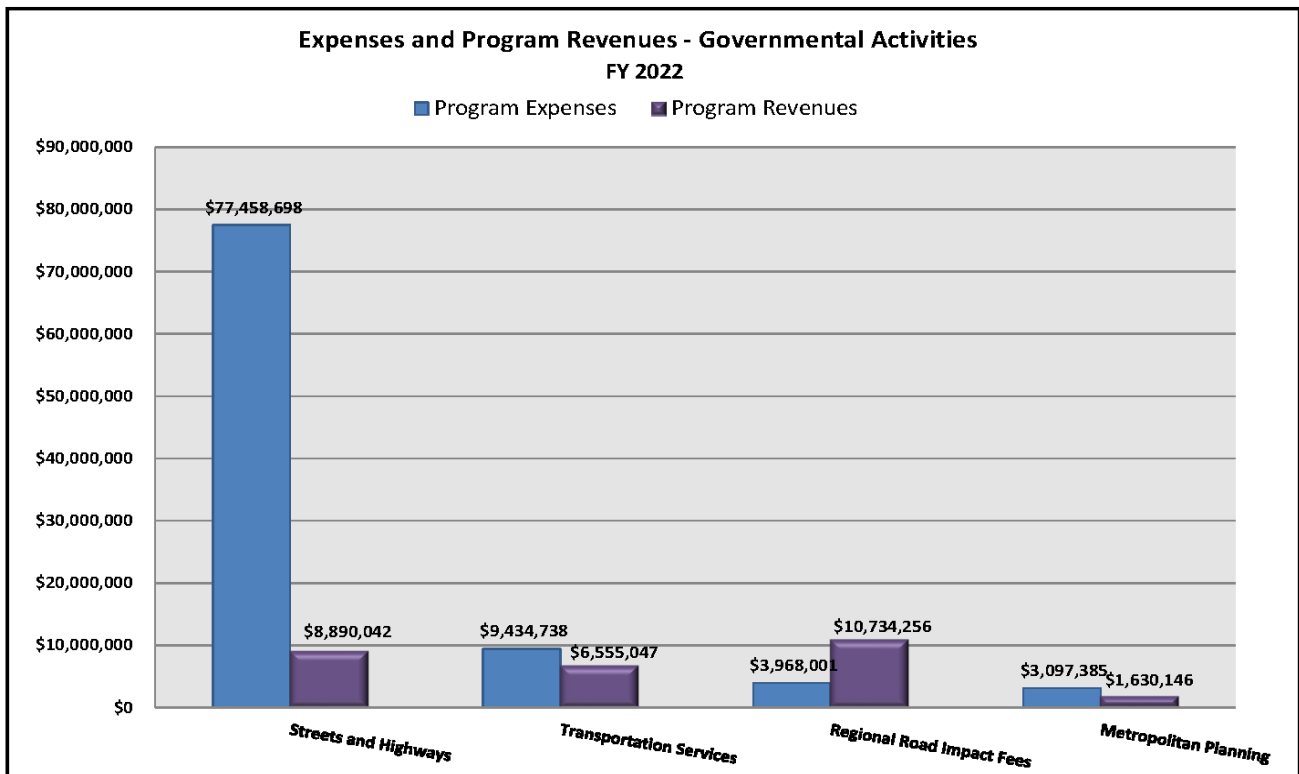
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Governmental Activities

Governmental activities include programs for street and highway, transportation services, and metropolitan planning. Governmental activities increased the RTC's net position by \$20,040,978. The key elements of this increase are:

- Motor vehicle fuel tax revenue increased from the prior year by \$3,503,779 or 3.8% due to a 0.58% increase in gallons sold in FY 2022;
- Charges for services revenue increased from prior year by \$1,387,593 or 14.2% due to increase in Regional Road Impact Fee revenues; and
- Street and highway expenses increased from prior year by \$7,259,148 or 10.3% due to the timing of planned road construction projects.

The following chart depicts the expenses and program revenues for governmental activities:



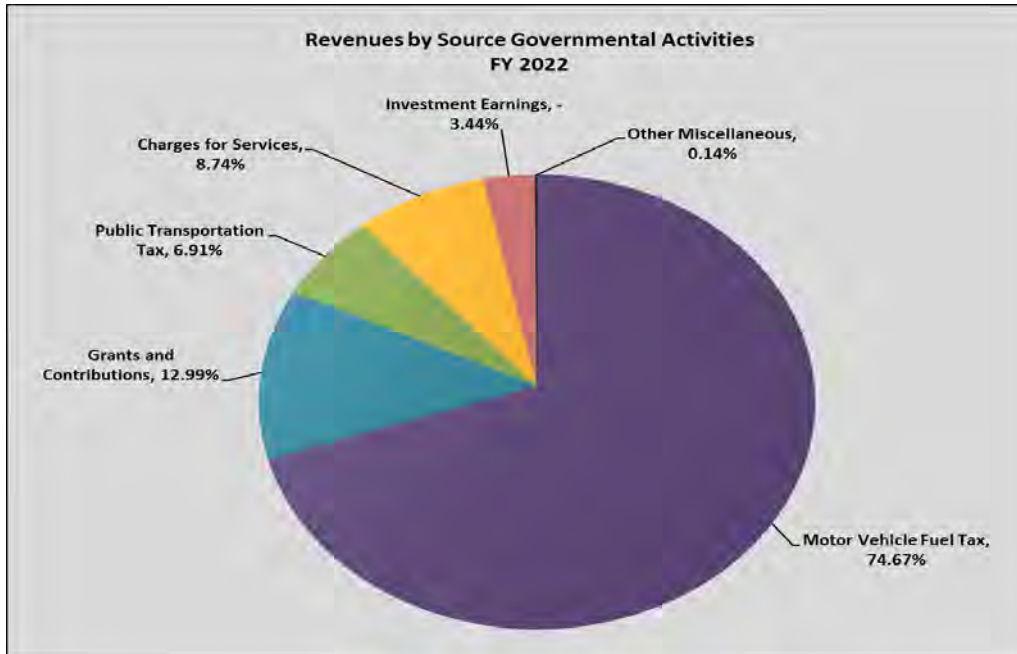
Regional Transportation Commission
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MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

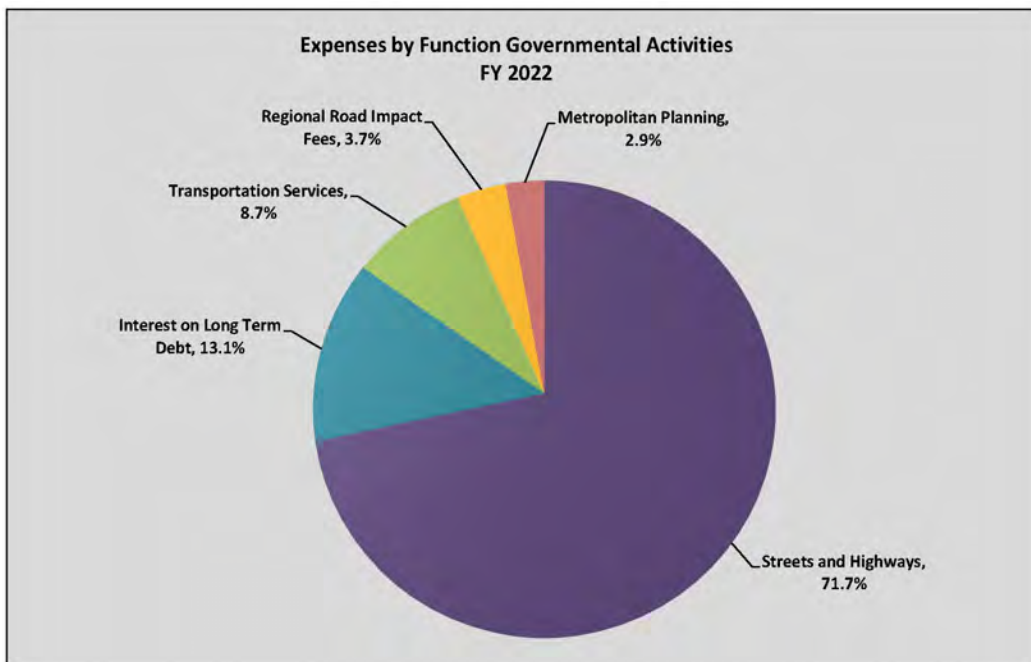
June 30, 2022

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

The following chart depicts the governmental activities revenues by source for the current fiscal year:



The following chart depicts the governmental activities expenses by function for the current fiscal year:



**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

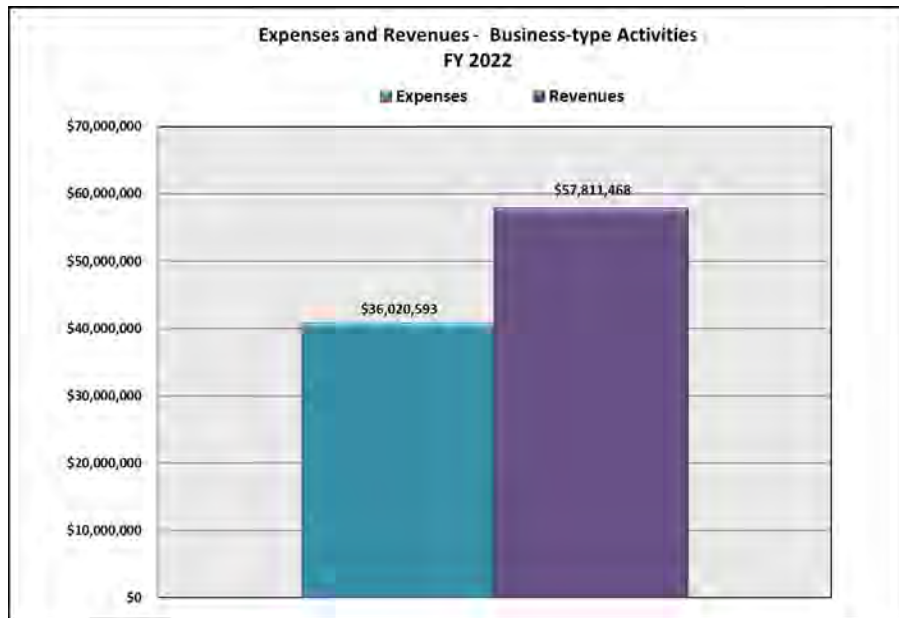
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Business-type Activities

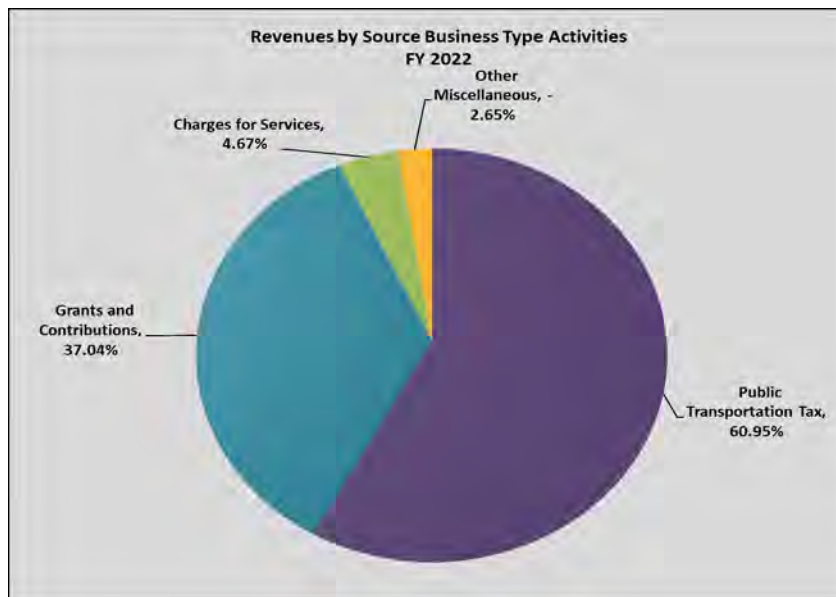
Under this section there is only one program, Public Transportation. Business-type activities increased the RTC's net position by \$21,670,875. The key elements of this increase are:

- Public Transportation Tax revenues increased by \$14,159,577 due to lower transfer of 1/8 Public Transportation tax for the constructions of street and highway projects; and
- Operating expenses for public transportation services decreased by \$4,696,366 due to labor strikes and reduction of the operating routes.

The following chart depicts the expenses and revenues for business-type activities:



The following chart depicts the business-type activities revenues for current fiscal year:



**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

FINANCIAL ANALYSIS OF THE RTC'S FUNDS

As noted earlier, the RTC uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the RTC's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the RTC's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the RTC's governmental funds reported combined ending fund balances of \$179,282,666 an increase of \$10,460,662 in comparison with the prior year primarily due to increases in cash. Most of RTC's governmental fund balances are externally restricted and limited in their use.

General Fund

The General Fund is the primary operating fund of the RTC. It accounts for all financial resources of the RTC, except for those required to be accounted for in another fund. Regional street and highway expenditures for road projects are accounted for in this fund instead of a separate fund in order to reduce undue complexity in budgeting, accounting and other phases of financial management. At the end of the current fiscal year, the nonspendable fund balance of the general fund was \$296,532 for prepaid expenses and deposits. Restricted fund balance was \$119,736,947 for federal grants match and road construction projects. There is no unassigned fund balance in the General Fund.

The fund balance of the RTC's General Fund increased \$4,933,791 or 4.3% during the current fiscal year mostly due to increases in cash used for road construction project expenditures.

Debt Service Fund

The Debt Service Fund is a governmental fund used to account for RTC's debt service requirements. The existing debt in this fund is backed by Motor Vehicle Fuel tax revenues and 1/8th percent of Public Transportation (Sales) tax. The ending fund balance at June 30, 2022, is \$24,235,564 and is restricted for future principal and interest payments on revenue bonds.

Regional Road Impact Fee Fund

The Regional Road Impact Fee Fund is a special revenue fund for road projects funded with impact fees. The fees consist of two components, cash impact fees and impact fee waivers. Waivers are given to developers for the construction of major arterial roads during development. Waivers are booked as a revenue and expenditure with a net zero effect on the financial statements, therefore, they are not included in analysis of fund balance. Ending fund balance at June 30, 2022, is \$27,372,568 of which \$192,975 is nonspendable for prepaid expenses and \$27,179,593 is restricted for road construction projects. The Regional Road Impact Fee fund balance increased \$6,658,135 or 32% for the current fiscal year mostly due to increases in cash impact fee revenue.

Paratransit Services Fund

The Paratransit Services Fund is a special revenue fund, which consists of the paratransit service RTC ACCESS for people with disabilities. The Paratransit Services Fund also records all transactions for the Washoe Senior Ride Program, a taxi subsidy for elderly residents of Washoe County and FlexRIDE a microtransit service. The ending fund balance at June 30, 2022, is \$6,813,638, of which \$67,692 is nonspendable for prepaid expenses and \$342,020 is restricted for federal grants match and \$6,403,926 is assigned for future expenditures. Unassigned fund balance is a zero.

The Paratransit Services fund balance decreased \$1,821,597 or 21% for the current fiscal year mostly due to decrease in cash.

**Regional Transportation Commission
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MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

FINANCIAL ANALYSIS OF THE RTC'S FUNDS (CONTINUED)

Paratransit Services Fund (continued)

RTC ACCESS service levels were lower for the current fiscal year and demand for paratransit services decreased due to COVID-19 pandemic and driver labor shortages. The operating statistics for RTC ACCESS are:

- RTC ACCESS carried a total of 118,659 passengers in FY 2022 compared with 121,468 in FY 2021; and
- RTC ACCESS operated 61,551 revenue vehicle hours in FY 2022 compared with 77,010 hours in FY 2021; and
- RTC ACCESS traveled 953,934 revenue vehicle miles in FY 2022 compared to 1,019,354 miles in FY 2021.

Metropolitan Planning Organization Fund

The Metropolitan Planning Organization Fund is a special revenue fund. The RTC serves as the Metropolitan Planning Organization (MPO) for Washoe County. The MPO is funded by transfers of public transportation (sales) tax revenues, fuel tax revenues and federal transportation planning grants. The Metropolitan Planning Organization ending fund balance at June 30, 2022, is \$827,417, of which \$37,883 is nonspendable for prepaid expenses, \$1,572 is restricted for federal grants match and \$787,962 is assigned for future expenditures.

The total fund balance decreased \$708,225 or 46.1% for the current fiscal year mostly due to decreases in cash and federal highway grant receivables for the Unified Planning Work Program (UPWP).

Proprietary Fund

The RTC's proprietary fund provides the same type of information found in the government-wide financial statements but this fund's statements provide more detail.

Proprietary Operations

The proprietary fund consists of an enterprise fund for the RTC RIDE transit system. The RTC RIDE transit system has been in operation since September, 1978.

RTC RIDE ridership decreased 30% over the prior fiscal year due to COVID-19 pandemic, labor strikes and driver staffing shortage. RTC decreased revenue service hours and revenue miles due to driver labor shortages and decreased overall demand for transit services. The operating statistics for RTC RIDE are:

- RTC RIDE carried a total of 3,597,006 passengers in FY 2022 compared to 5,184,734 passengers in FY 2021; and
- RTC RIDE operated 183,049 revenue service hours in FY 2022 compared to 265,543 revenue service hours in FY 2021; and
- RTC RIDE traveled 2,023,498 revenue miles in FY 2022 compared to 2,893,671 revenue miles in FY 2021.

RTC RIDE currently operates 25 total routes, including RTC SIERRA SPIRIT, RTC RAPID and RTC INTERCITY most of which operate seven days a week with one route operating 24 hours per day.

Revenues

The revenue sources for the RTC RIDE transit system are a 5/16 percent public transportation tax revenue, passenger revenues, investment income, advertising revenue, and Federal and State capital and operating grants.

In November 1982, voters of Washoe County approved a 1/4 percent sales tax increase for the purpose of public transportation and related support services. This tax is to be used for the operation of the RTC RIDE transit system, transportation planning, paratransit services, and other transportation services. This revenue source cannot be used for the construction of street and highway projects.

Effective July 1, 2003, an additional 1/8 percent sales tax was implemented. This revenue source can be used for public transportation or the construction of street and highway projects as directed by RTC management.

In total Public Transportation tax revenue was \$44,080,663 in FY 2022 compared to \$39,111,463 in FY 2021, an increase of \$4,969,200 or 12.7%.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

FINANCIAL ANALYSIS OF THE RTC'S FUNDS (CONTINUED)

RTC RIDE passenger revenues were \$2,129,004 in FY 2022 compared to \$3,044,093 in FY 2021, a decrease of \$915,089 or 30.1% due to decreases in ridership due to COVID-19 pandemic and labor strikes.

Federal funding amounts, received from the Federal Transit Administration (FTA), are based on nationwide formula allocations included in the Surface Transportation Act and discretionary grants. The RTC has built or renovated three major facilities and currently has a total fleet of 82 coaches. The FTA has participated in most of the transit and paratransit capital acquisitions.

Expenses

RTC RIDE operating expenses, including depreciation, in FY 2022 were \$36,020,593 compared to \$40,716,959 in FY 2021, an decrease of \$4,696,366 or 11.5%; due to decrease in purchased transportation services expense.

GENERAL FUND BUDGETARY HIGHLIGHTS

Total revenues were under budget by \$6,677,571 primarily due to investment losses and lower transfer of 1/8th Public Transportation tax used on road construction expenditures. Total expenditures were \$36,446,566 under budget due to the timing of planned road construction projects.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The RTC's investment in capital assets for its governmental and business-type activities as of June 30, 2022 amounted to \$111,699,194 (net of accumulated depreciation). The RTC's net investment in capital assets for the current fiscal year increased \$2,315,848 or 2.1% mostly due to the addition of replacement buses, new RAPID station, and replacement bus shelters.

Capital spending decisions are based upon:

- Needs defined in the Regional Transportation Plan, and
- The availability of FTA funding and local funding

Major capital assets events during the current fiscal year included the following:

- Twelve replacement buses \$8,985,902
- Electric bus charging structure and chargers \$959,122
- RTC facility improvements \$1,876,255
- New RAPID station and shelters \$424,754.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

CAPITAL ASSET AND DEBT ADMINISTRATION (CONTINUED)

Capital Assets (continued)

RTC's CAPITAL ASSETS (Net of Depreciation) (Expressed in Thousands)						
	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	\$ 2,282	\$ 2,282	\$ 16,682	\$ 16,682	\$ 18,964	\$ 18,964
Water Rights	1,300	1,300	-	-	1,300	1,300
Construction in progress	453	453	11,023	10,256	11,476	10,709
Total capital assets not being depreciated	4,035	4,035	27,705	26,938	31,740	30,973
Coaches/vehicles	6,843	6,931	62,277	58,013	69,120	64,944
Buildings and leasehold improvements	7,074	6,742	66,163	65,946	73,237	72,688
Miscellaneous equipment	2,384	2,337	8,400	7,627	10,784	9,964
Computer equipment	-	-	1,969	1,878	1,969	1,878
Office furniture	-	-	128	128	128	128
Passenger shelters	-	-	12,588	12,295	12,588	12,295
Communications equipment	-	-	2,040	2,103	2,040	2,103
Revenue collection equipment	-	-	1,585	1,568	1,585	1,568
Accumulated depreciation	16,301	16,010	155,150	149,558	171,451	165,568
Total capital assets being depreciated (net)	(13,028)	(12,513)	(78,464)	(74,644)	(91,492)	(87,157)
Capital assets (net)	\$ 7,308	\$ 7,532	\$ 104,391	\$ 101,852	\$ 111,699	\$ 109,384

Additional information on the RTC's capital assets can be found in Note E in the Notes to the Financial Statements and the Supplementary Information section.

Long-term Debt

At the end of the fiscal year, RTC had total bonded debt outstanding of \$304,675,000. The proceeds from all bond issues are used for financing the construction of street and highway projects. RTC's current fiscal year outstanding debt decreased \$7.5 million as a result of debt principal payments on debt.

Additional information of the RTC's long-term debt including a roll-forward of debt, debt issues outstanding and future debt service requirements can be found in Notes I and J in the Notes to the Financial Statements.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2022

ECONOMIC FACTORS

- Nevada continues to experience steady economic growth in retail sales, jobs, and the housing market after rebounding from the effects of COVID-19.
- Nevada overall unemployment rate of 4.7% for June 2022 is down 3.1% in comparison to June 2021 but 1.1% higher than the national average of 3.6% at June 2022 due to lingering impacts of COVID-19 pandemic.
- Washoe County's unemployment rate was at 3.3% in June 2022, down 1.6% in comparison to June 2021.
- Nevada experienced an overall jobs increase of 6.6% with the largest employment rebound in leisure and hospitality industry, but both sectors still remain below peak employment levels. As of June 2022, Nevada added back 90,400 jobs with few remaining restrictions related to the COVID-19 pandemic.
- Washoe County experienced overall increase of 4% or 9,900 jobs with the largest employment increases in manufacturing, leisure and hospitality and food service and drinking places, and construction.
- Consumer Price Index (CPI) was 8.8% for the western region for June 2022 up 3.7% in comparison to June 2021.
- Nevada's statewide taxable sales increased 20.87% for FY 2022. Washoe County taxable sales increased 11% for FY 2022 as the County continues to recover from impacts of COVID-19 pandemic.
- Median home sale prices in Washoe County increased 15.4% in June of 2022 as compared to June of 2021.
- Washoe County fuel consumption was up .58% for FY 2022 and Nevada's statewide fuel consumption was up 5.04% for FY 2022. The fiscal year fuel consumption increases are attributed to increased tourism travel and population growth.

All of these factors were considered in preparing the RTC's budget for fiscal year 2023.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the RTC's finances for all those with an interest in the RTC's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Regional Transportation Commission, 1105 Terminal Way, Suite 300, Reno, NV 89502.



BASIC FINANCIAL STATEMENTS

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

STATEMENT OF NET POSITION

June 30, 2022

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash and investments in custody of County Treasurer	\$ 129,338,844	\$ 44,834,551	\$ 174,173,395
Cash in bank and on hand	23,788,379	5,622,471	29,410,850
Restricted cash and investments	24,125,920	-	24,125,920
Accounts receivable	155,314	88,010	243,324
Due from federal government	1,685,299	2,203,026	3,888,325
Due from State of Nevada	16,891,470	7,890,966	24,782,436
Interest receivable	179,680	49,060	228,740
Impact fees receivable	2,428,896	-	2,428,896
Internal balances	(81,984)	81,984	-
Inventory	-	241,013	241,013
Prepaid expenses, deposits and other assets	595,082	662,436	1,257,518
Capital Assets:			
Land and construction in progress	2,735,448	27,704,949	30,440,397
Water Rights	1,300,000	-	1,300,000
Property, buildings and equipment, net of accumulated depreciation	3,272,611	76,686,186	79,958,797
Total assets	<u>206,414,959</u>	<u>166,064,652</u>	<u>372,479,611</u>
Deferred Outflows of Resources			
Deferred outflows related to pension	3,325,030	1,524,073	4,849,103
Deferred outflows related to OPEB	6,293,119	2,884,537	9,177,656
Deferred outflows related to debt refunding	2,564,063	-	2,564,063
Total deferred outflows of resources	<u>12,182,212</u>	<u>4,408,610</u>	<u>16,590,822</u>
Liabilities			
Accounts payable	16,325,420	3,334,694	19,660,114
Retentions payable	1,841,363	375,394	2,216,757
Accrued liabilities	241,782	2,499,020	2,740,802
Unearned revenue	198,556	3,200	201,756
Interest payable	7,185,187	-	7,185,187
Noncurrent liabilities:			
Due within one year	9,697,993	-	9,697,993
Due in more than one year	325,666,546	-	325,666,546
Net pension liability	5,426,822	2,487,458	7,914,280
Total OPEB liability	17,182,875	8,556,838	25,739,713
Total liabilities	<u>383,766,544</u>	<u>17,256,604</u>	<u>401,023,148</u>
Deferred Inflows of Resources			
Deferred inflows related to pension	4,586,186	2,102,141	6,688,327
Deferred inflows related to OPEB	424,635	194,637	619,272
Deferred inflows related to debt refunding	2,727,359	-	2,727,359
Total deferred inflows of resources	<u>7,738,180</u>	<u>2,296,778</u>	<u>10,034,958</u>
Net Position			
Net investment in capital assets	7,308,059	104,015,741	111,323,800
Restricted for:			
Street and highway construction	146,158,885	-	146,158,885
Federal grants match	1,101,247	-	1,101,247
Debt service	24,142,243	-	24,142,243
Total restricted net position	171,402,375	-	171,402,375
Unrestricted	(351,617,987)	46,904,139	(304,713,848)
Total net position	<u>\$ (172,907,553)</u>	<u>\$ 150,919,880</u>	<u>\$ (21,987,673)</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

STATEMENT OF ACTIVITIES

Year ended June 30, 2022

FUNCTIONS/PROGRAMS	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary government							
Governmental activities:							
Street and highway	\$ 77,458,698	\$ 132,957	\$ 8,757,085	\$ -	\$ (68,568,656)	\$ -	\$ (68,568,656)
Transportation services	9,434,738	277,279	5,847,229	430,539	(2,879,691)	-	(2,879,691)
Regional road impact fees	3,968,001	10,734,256	-	-	6,766,255	-	6,766,255
Metropolitan planning	3,097,385	40,000	1,590,146	-	(1,467,239)	-	(1,467,239)
Interest on long-term debt	14,135,809	-	-	-	(14,135,809)	-	(14,135,809)
Total governmental activities	108,094,631	11,184,492	16,194,460	430,539	(80,285,140)	-	(80,285,140)
Business-type activities:							
Public Transportation	36,020,593	2,697,564	12,482,164	8,928,815	-	(11,912,050)	(11,912,050)
Loss on sale of capital assets	70,877	-	-	-	-	(70,877)	(70,877)
Total primary government	<u>\$ 144,186,101</u>	<u>\$ 13,882,056</u>	<u>\$ 28,676,624</u>	<u>\$ 9,359,354</u>	<u>(80,285,140)</u>	<u>(11,982,927)</u>	<u>(92,268,067)</u>
General revenues:							
Motor vehicle fuel tax					95,583,664	-	95,583,664
Public transportation tax					8,846,777	35,233,886	44,080,663
Investment loss					(4,402,550)	(1,574,140)	(5,976,690)
Miscellaneous					178,227	114,056	292,283
Transfers					120,000	(120,000)	-
Total general revenues and transfers					<u>100,326,118</u>	<u>33,653,802</u>	<u>133,979,920</u>
Change in net position					<u>20,040,978</u>	<u>21,670,875</u>	<u>41,711,853</u>
Net position - beginning of year					<u>(192,948,531)</u>	<u>129,249,005</u>	<u>(63,699,526)</u>
Net position - ending					<u>\$ (172,907,553)</u>	<u>\$ 150,919,880</u>	<u>\$ (21,987,673)</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**BALANCE SHEET
GOVERNMENTAL FUNDS**

June 30, 2022

	Major Funds	
	General Fund	Debt Service Fund
Assets		
Cash and investments in custody of County Treasurer	\$ 103,787,836	\$ 71,922
Cash in bank and on hand	15,941,260	21,399
Restricted cash and investments	-	24,125,920
Accounts receivable	107,050	-
Due from federal government	757,085	-
Due from other government	16,212,464	-
Interest receivable	126,203	20,614
Impact fees receivable	-	-
Prepays and other assets	296,532	-
Due from other funds	3,808,815	-
Total assets	\$ 141,037,245	\$ 24,239,855
Liabilities		
Accounts payable	\$ 15,295,918	\$ 4,291
Retentions payable	1,801,853	-
Accrued liabilities	241,782	-
Due to other funds	2,893,378	-
Unearned revenue	13,750	-
Total liabilities	20,246,681	4,291
Deferred Inflows of Resources		
Unavailable revenue - federal grants	-	-
Unavailable revenue - state grants	757,085	-
Unavailable revenue - other reimbursements	-	-
Total deferred inflows of resources	757,085	-
Fund balances		
Nonspendable:		
Prepays	296,532	-
Restricted for:		
Federal grants match	757,655	-
Street and highway construction	118,979,292	-
Debt service	-	24,142,243
Assigned:		
Subsequent year's actual & budget: appropriation of fund balance	-	93,321
Total fund balances	120,033,479	24,235,564
Total liabilities, deferred inflows of resources and fund balances	\$ 141,037,245	\$ 24,239,855

The accompanying notes are an integral part of this statement.

Major Funds		Nonmajor Fund	
Regional Road Impact Fee Fund	Paratransit Services Fund	Metropolitan Planning Organization Fund	Total Governmental Funds
\$ 20,375,659	\$ 4,871,126	\$ 232,301	\$ 129,338,844
4,631,820	2,265,909	927,991	23,788,379
-	-	-	24,125,920
-	8,264	40,000	155,314
-	660,387	267,827	1,685,299
-	679,006	-	16,891,470
27,017	5,293	553	179,680
2,428,896	-	-	2,428,896
192,975	67,692	37,883	595,082
-	-	-	3,808,815
<u>\$ 27,656,367</u>	<u>\$ 8,557,677</u>	<u>\$ 1,506,555</u>	<u>\$ 202,997,699</u>
\$ 146,020	\$ 785,613	\$ 93,579	\$ 16,325,421
39,510	-	-	1,841,363
-	-	-	241,782
98,269	355,165	543,987	3,890,799
-	-	-	13,750
<u>283,799</u>	<u>1,140,778</u>	<u>637,566</u>	<u>22,313,115</u>
-	354,240	1,572	355,812
-	-	-	757,085
-	249,021	40,000	289,021
-	<u>603,261</u>	<u>41,572</u>	<u>1,401,918</u>
192,975	67,692	37,883	595,082
-	342,020	1,572	1,101,247
27,179,593	-	-	146,158,885
-	-	-	24,142,243
-	6,403,926	787,962	7,285,209
<u>27,372,568</u>	<u>6,813,638</u>	<u>827,417</u>	<u>179,282,666</u>
<u>\$ 27,656,367</u>	<u>\$ 8,557,677</u>	<u>\$ 1,506,555</u>	<u>\$ 202,997,699</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION**

June 30, 2022

Total fund balances - Governmental Funds		\$ 179,282,666
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in governmental funds.		
Capital assets used in the operation of governmental funds	\$ 20,336,510	
Less accumulated depreciation	<u>(13,028,451)</u>	7,308,059
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		
		1,401,918
Long-term liabilities, including bonds payable and accrued interest, are not due and payable in the current period, and therefore, are not reported in the governmental funds		
Governmental bonds payable	(304,675,000)	
Bond premiums and discounts	(30,047,912)	
Accrued interest payable	(7,185,187)	
Compensated absences	(641,627)	
Other postemployment benefits (OPEB)	<u>(17,182,875)</u>	(359,732,601)
Build America Bond credits are not due in the current period and are not reported in the governmental funds		
		(184,805)
Net pension liabilities are not due and payable in the current period, and therefore, are not reported as liabilities in the governmental funds		
		(5,426,822)
Deferred outflows and inflows of resources related to debt refunding are applicable to reporting periods and, therefore, are not reported in the funds		
		(163,296)
Deferred outflows and inflows of resources related to OPEB are applicable to reporting periods and, therefore, are not reported in the funds		
		5,868,484
Deferred outflows and inflows of resources related to pensions are applicable to reporting periods and, therefore, are not reported in the funds		
		(1,261,156)
Net position of governmental activities		<u><u>\$ (172,907,553)</u></u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**

Year ended June 30, 2022

	Major Funds	
	General Fund	Debt Service Fund
Revenues		
Motor vehicle fuel tax	\$ 95,583,664	\$ -
Public transportation tax	7,346,777	-
Impact fees	-	-
Passenger fares	-	-
Project reimbursements	116,447	-
Transportation planning, operating and capital grants, and contributions:		
State of Nevada Department of Transportation	8,000,000	-
State of Nevada Department of Health and Human Services	-	-
Federal Transit Administration	-	-
Federal Highway Administration	-	-
Office of the Secretary of Transportation	-	-
Investment income/(loss)	(3,348,122)	(207,702)
Miscellaneous	85,018	-
Total revenues	<u>107,783,784</u>	<u>(207,702)</u>
Expenditures		
Current:		
Street and highway	78,093,365	-
Transportation services	-	-
Metropolitan planning	-	-
Capital outlay:		
Equipment	-	-
Debt service:		
Principal	-	7,540,000
Interest	-	14,294,935
Debt service fees and other fiscal charges	-	25,433
Total expenditures	<u>78,093,365</u>	<u>21,860,368</u>
Excess (deficiency) of revenues over (under) expenditures	<u>29,690,419</u>	<u>(22,068,070)</u>
Other financing sources (uses)		
Transfers in	-	23,466,628
Transfers out	<u>(24,756,628)</u>	-
Total other financing sources (uses)	<u>(24,756,628)</u>	<u>23,466,628</u>
Net change in fund balances	4,933,791	1,398,558
Fund balances - beginning	<u>115,099,688</u>	<u>22,837,006</u>
Fund balances - ending	<u>\$ 120,033,479</u>	<u>\$ 24,235,564</u>

The accompanying notes are an integral part of this statement.

Major Funds		Nonmajor Fund	
Regional Road Impact Fee Fund	Paratransit Services Fund	Metropolitan Planning Organization Fund	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 95,583,664
-	1,500,000	-	8,846,777
10,734,256	-	-	10,734,256
-	277,279	-	277,279
-	-	-	116,447
-	-	-	8,000,000
-	500,773	-	500,773
-	5,173,734	-	5,173,734
-	-	1,440,573	1,440,573
-	-	148,000	148,000
(711,267)	(126,045)	(9,414)	(4,402,550)
3,147	106,575	-	194,740
<u>10,026,136</u>	<u>7,432,316</u>	<u>1,579,159</u>	<u>126,613,693</u>
3,968,001	-	-	82,061,366
-	8,693,707	-	8,693,707
-	-	3,097,384	3,097,384
-	560,206	-	560,206
-	-	-	7,540,000
-	-	-	14,294,935
-	-	-	25,433
<u>3,968,001</u>	<u>9,253,913</u>	<u>3,097,384</u>	<u>116,273,031</u>
<u>6,058,135</u>	<u>(1,821,597)</u>	<u>(1,518,225)</u>	<u>10,340,662</u>
600,000	-	810,000	24,876,628
-	-	-	(24,756,628)
<u>600,000</u>	<u>-</u>	<u>810,000</u>	<u>120,000</u>
6,658,135	(1,821,597)	(708,225)	10,460,662
<u>20,714,433</u>	<u>8,635,235</u>	<u>1,535,642</u>	<u>168,822,004</u>
<u>\$ 27,372,568</u>	<u>\$ 6,813,638</u>	<u>\$ 827,417</u>	<u>\$ 179,282,666</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**

Year ended June 30, 2022

Net change in fund balances - total governmental funds \$ 10,460,662

Amounts reported for governmental activities in the statement
of activities are different because:

Governmental funds report capital outlays as expenditures. However in the
statement of activities the cost of these assets are allocated over their estimated
useful lives and reported as depreciation expense. This is the amount by which
capital outlay exceeded depreciation expense in the current period.

Capital outlay	\$ 560,206	
Current year depreciation expense	<u>(784,572)</u>	(224,366)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds.		1,401,918
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The issuance of long-term debt (e.g., bonds, leases) provides current financial
resources to governmental funds, while the repayment of the principal of long-
term debt consumes the current financial resources of governmental funds.
Neither transaction, however, has any effect on net position. Also, governmental
funds report the effect of bond premiums, discounts, and similar items when
debt is first issued, whereas these amounts are amortized in the statement
of activities.

Principal payments	<u>7,540,000</u>	7,540,000
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Some expenses reported in the statement of activities do not require the
use of current financial resources and, therefore, are not reported as
expenditures in governmental funds.

Change in compensated absences	178,134	
Change in other post-employment benefits (OPEB)	(87,546)	
Change in accrued interest payable and bond premium	1,343,843	
Change in interest credits due from federal government	<u>(1,184,717)</u>	249,714

Governmental funds report pension contributions as expenditures when made.
However, in the statement of activities pension expense is the cost of benefits
earned, adjusted for member contributions, the recognition of changes in
deferred outflows and inflows of resources related to pensions, and investment
experience.

Contributions	1,809,760	
Pension expense	<u>(1,196,710)</u>	613,050

Change in net position of governmental activities		<u><u>\$ 20,040,978</u></u>
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The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

Year ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance to Final Budget
	Original	Final		
Revenues				
Motor vehicle fuel tax	\$ 92,542,487	\$ 92,542,487	\$ 95,583,664	\$ 3,041,177
Public transportation tax	11,864,471	11,864,471	7,346,777	(4,517,694)
Project reimbursements	350,000	350,000	116,447	(233,553)
Transportation planning and operating grants:				
State of Nevada Department of Transportation	8,000,000	8,000,000	8,000,000	-
Federal Highway Administration	543,397	543,397	-	(543,397)
Investment income/(loss)	1,111,000	1,111,000	(3,348,122)	(4,459,122)
Miscellaneous	50,000	50,000	85,018	35,018
Total revenues	<u>114,461,355</u>	<u>114,461,355</u>	<u>107,783,784</u>	<u>(6,677,571)</u>
Expenditures				
Current:				
Street and highway	114,539,931	114,539,931	78,093,365	36,446,566
Total expenditures	<u>114,539,931</u>	<u>114,539,931</u>	<u>78,093,365</u>	<u>36,446,566</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(78,576)</u>	<u>(78,576)</u>	<u>29,690,419</u>	<u>29,768,995</u>
Other financing sources (uses)				
Transfers out	<u>(23,938,772)</u>	<u>(23,938,772)</u>	<u>(24,756,628)</u>	<u>(817,856)</u>
Total other financing sources (uses)	<u>(23,938,772)</u>	<u>(23,938,772)</u>	<u>(24,756,628)</u>	<u>(817,856)</u>
Net change in fund balance	(24,017,348)	(24,017,348)	4,933,791	28,951,139
Fund balance - beginning	65,168,062	65,168,062	115,099,688	49,931,626
Fund balance - ending	<u>\$ 41,150,714</u>	<u>\$ 41,150,714</u>	<u>\$ 120,033,479</u>	<u>\$ 78,882,765</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance to Final Budget
	Original	Final		
Revenues				
Impact fees	\$ 13,715,000	\$ 13,715,000	\$ 10,734,256	\$ (2,980,744)
Project reimbursements	5,000	5,000	-	(5,000)
Investment income/(loss)	240,000	240,000	(711,267)	(951,267)
Miscellaneous	1,000	1,000	3,147	2,147
Total revenues	<u>13,961,000</u>	<u>13,961,000</u>	<u>10,026,136</u>	<u>(3,934,864)</u>
Expenditures				
Current:				
Street and highway	14,509,242	14,509,242	3,968,001	10,541,241
Total expenditures	<u>14,509,242</u>	<u>14,509,242</u>	<u>3,968,001</u>	<u>10,541,241</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(548,242)</u>	<u>(548,242)</u>	<u>6,058,135</u>	<u>6,606,377</u>
Other financing sources				
Transfers in	600,000	600,000	600,000	-
Total other financing sources	<u>600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>-</u>
Net change in fund balance	51,758	51,758	6,658,135	6,606,377
Fund balance - beginning	<u>18,337,415</u>	<u>18,337,415</u>	<u>20,714,433</u>	<u>2,377,018</u>
Fund balance - ending	<u>\$ 18,389,173</u>	<u>\$ 18,389,173</u>	<u>\$ 27,372,568</u>	<u>\$ 8,983,395</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Paratransit Services Fund)**

Year ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance to Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Public transportation tax	\$ 5,000,000	\$ 5,000,000	\$ 1,500,000	\$ (3,500,000)
Passenger fares	432,220	432,220	277,279	(154,941)
Transportation planning, operating and capital grants, and contributions:				
State of Nevada Department of Health and Human Services	1,317,547	1,317,547	500,773	(816,774)
Federal Transit Administration	7,590,234	7,590,234	5,173,734	(2,416,500)
Investment income/(loss)	50,000	50,000	(126,045)	(176,045)
Miscellaneous	1,000	1,000	106,575	105,575
Total revenues	<u>14,391,001</u>	<u>14,391,001</u>	<u>7,432,316</u>	<u>(6,958,685)</u>
Expenditures				
Current:				
Transportation services	12,276,900	12,276,900	8,693,707	3,583,193
Capital outlay:				
Equipment	<u>2,681,000</u>	<u>2,681,000</u>	<u>560,206</u>	<u>2,120,794</u>
Total expenditures	<u>14,957,900</u>	<u>14,957,900</u>	<u>9,253,913</u>	<u>5,703,987</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(566,899)</u>	<u>(566,899)</u>	<u>(1,821,597)</u>	<u>(1,254,698)</u>
Other financing sources				
Sale of capital assets	<u>2,500</u>	<u>2,500</u>	<u>-</u>	<u>(2,500)</u>
Total other financing sources	<u>2,500</u>	<u>2,500</u>	<u>-</u>	<u>(2,500)</u>
Net change in fund balance	(564,399)	(564,399)	(1,821,597)	(1,257,198)
Fund balance - beginning	5,956,929	5,956,929	8,635,235	2,678,306
Fund balance - ending	<u>\$ 5,392,530</u>	<u>\$ 5,392,530</u>	<u>\$ 6,813,638</u>	<u>\$ 1,421,108</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF NET POSITION
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**June 30, 2022
with comparative amounts at June 30, 2021**

	2022	2021
Assets		
Current assets:		
Cash in custody of County Treasurer	\$ 44,834,551	\$ 20,545,096
Cash in bank and on hand	5,622,471	8,458,492
Accounts receivable	88,010	123,360
Due from federal government	2,203,026	5,453,489
Due from State of Nevada	7,890,966	7,344,410
Interest receivable	49,060	55,863
Due from other funds	3,001,759	2,976,732
Inventory	241,013	168,074
Prepaid expenses	662,436	304,263
Total current assets	64,593,292	45,429,779
Noncurrent assets:		
Property, buildings, and equipment, net	104,391,135	101,850,921
Total assets	168,984,427	147,280,700
Deferred Outflows of Resources		
Deferred outflows related to pension	1,524,073	705,946
Deferred outflows related to OPEB	2,884,537	2,950,817
Total deferred outflows of resources	4,408,610	3,656,763
Liabilities		
Current liabilities:		
Accounts payable	3,334,694	2,806,965
Retentions payable	375,394	433,951
Accrued liabilities	2,499,020	2,426,355
Unearned revenue	3,200	6,200
Due to other funds	2,919,775	3,156,206
Total current liabilities	9,132,083	8,829,677
Noncurrent liabilities:		
Other post-employment benefits	8,556,838	8,379,581
Net pension liability	2,487,458	3,883,166
Total liabilities	20,176,379	21,092,424
Deferred Inflows of Resources		
Deferred inflows related to pension	2,102,141	290,230
Deferred inflows related to OPEB	194,637	305,804
Total deferred inflows of resources	2,296,778	596,034
Net Position		
Net investment in capital assets	104,015,741	101,416,966
Unrestricted	46,904,139	27,832,039
Total net position	\$ 150,919,880	\$ 129,249,005

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2022
With comparative amounts for the year ended June 30, 2021**

	2022	2021
Operating revenues:		
Passenger fares	\$ 2,129,004	\$ 3,044,093
Bus advertising	167,050	178,240
Rental income	401,510	400,729
Miscellaneous	114,056	73,655
Total operating revenues	2,811,620	3,696,717
Operating expenses:		
General administration	27,354,290	32,944,659
Depreciation	8,666,303	7,772,300
Total operating expenses	36,020,593	40,716,959
Operating loss	(33,208,973)	(37,020,242)
Nonoperating revenues:		
Operating subsidies:		
Federal government grants	12,482,164	19,484,023
Other revenue:		
Public transportation tax	20,540,332	8,037,155
Public transportation taxes pledged	14,693,554	13,037,154
Investment income/ (loss)	(1,574,140)	42,819
Gain (loss) on sale of capital assets	(70,877)	(6,223,525)
Total nonoperating revenues	46,071,033	34,377,626
Loss before capital contributions and transfers	12,862,060	(2,642,616)
Capital contributions:		
Federal grants	8,928,815	17,028,411
Total capital contributions	8,928,815	17,028,411
Transfers:		
Transfers out	(120,000)	(375,000)
Total transfers	(120,000)	(375,000)
Change in net position	21,670,875	14,010,795
Net position - beginning of year	129,249,005	115,238,210
Net position - ending	\$ 150,919,880	\$ 129,249,005

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF CASH FLOWS
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2022
With comparative amounts for the year ended June 30, 2021**

	2022	2021
Cash flows from operating activities		
Cash received from customers	\$ 2,487,409	\$ 3,330,243
Cash received from other funds	300,324	300,324
Cash payments to suppliers for goods and services	(24,382,721)	(29,843,623)
Cash compensation and employee benefits	(3,439,494)	(1,539,504)
Net cash provided by (used for) operating activities	(25,034,482)	(27,752,560)
Cash flows from noncapital financing activities		
Operating grants	16,225,440	17,754,291
Transfers to other funds	(120,000)	(375,000)
Public transportation tax received	34,718,541	19,623,390
Net cash provided by (used for) noncapital financing activities	50,823,981	37,002,681
Cash flows from capital and related financing activities:		
Acquisition of capital assets	(11,206,517)	(21,804,590)
Capital contributions	8,508,666	17,007,999
Proceeds (loss) from the sale of capital assets	(70,877)	3,401,704
Net cash provided by (used for) capital and related financing activities	(2,768,728)	(1,394,887)
Cash flows from investing activities:		
Investment income	(1,567,337)	30,241
Net change in cash and cash equivalents	21,453,434	7,885,475
Cash and cash equivalents - beginning	29,003,588	21,118,113
Cash and cash equivalents - ending	\$ 50,457,022	\$ 29,003,588
Noncash capital and related financing activities		
Amounts due to FTA for sale of capital assets	2,421,526	2,348,861

(continued)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF CASH FLOWS
PROPRIETARY FUND - CONTINUED
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2022
With comparative amounts for the year ended June 30, 2021**

	2022	2021
Reconciliation of operating loss to net cash used in operating activities:		
Operating loss	\$ (33,208,973)	\$ (37,020,242)
Adjustments to reconcile operating loss to net cash used for operating activities:		
Depreciation and amortization expense	8,666,303	7,772,300
Decrease (increase) in accounts receivable	4,140	(20,063)
Decrease (increase) in inventory	(72,938)	(87,513)
Decrease (increase) in prepaid expenses	(358,174)	59,236
Increase (decrease) in accounts payable	527,729	(1,035,549)
Increase (decrease) in net pension liability	(401,924)	32,407
Increase (decrease) in net OPEB liability	132,370	529,155
Increase (decrease) in other liabilities	(323,015)	2,017,709
Total adjustments	8,174,491	9,267,682
Net cash used for operating activities	\$ (25,034,482)	\$ (27,752,560)

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Regional Transportation Commission of Reno, Sparks and Washoe County, Nevada (RTC) conform to accounting principles generally accepted in the United States of America (GAAP), as applicable to governments. The Governmental Accounting Standards Board (GASB) is the standard setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental and Financial Reporting Standards, which along with subsequent GASB pronouncements, constitutes GAAP for governmental units. A summary of RTC's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Reporting Entity

The Regional Transportation Commission of Reno, Sparks and Washoe County was created through an Interlocal Cooperative Agreement signed in May 1978 by Washoe County, the City of Reno and the City of Sparks. It became the Regional Transportation Commission (RTC) in July 1979. The agreement was amended in 1985 when these three public entities delegated their powers to the Commission in order to consolidate the administration and operation of public mass transportation in Washoe County. The Commission operates as a governing board with two representatives selected by the Washoe County Board of Commissioners, two representatives selected by the City Council of the City of Reno and one representative selected by the City Council of the City of Sparks.

The RTC's street and highway construction projects in Washoe County are financed from the motor vehicle fuel tax revenue, public transportation tax revenue, and impact fees for the construction of new roads and capacity improvements on roads impacted by new development. These projects are submitted to the RTC for approval and subsequently to Washoe County, City of Reno, and City of Sparks for approval. An Interlocal Cooperative Agreement, signed by the three public entities mentioned is required before monies can be expended on these construction projects. The infrastructure created by these projects becomes the asset of the applicable public entity (City of Reno, City of Sparks or Washoe County) upon completion.

The RTC is also responsible for the local public transit system, RTC RIDE. Final authority on the budget of the program rests with the RTC.

The RTC has allocated public transportation tax receipts to the following operations: (1) RTC RIDE a public bus system in Washoe County; the RTC contracts with a private company, Keolis Transit Services, LLC, to operate RTC RIDE; (2) RTC ACCESS a paratransit operation which provides transportation services to the elderly and disabled population in Washoe County; (3) RTC FlexRIDE an on-demand transit service available in selected service areas; the RTC contracts with a private company, MTM Transit, LLC, to operate both RTC ACCESS and RTC FlexRIDE; and (4) Tahoe Area Regional Transit (TART) a transit system operating in part in Incline Village, Nevada; TART is operated by Placer County, California; the RTC reimburses Placer County for operating expenses incurred while providing transit service in Washoe County.

The accompanying financial statements present the government. The RTC does not have any component units.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-wide and Fund Financial Statements (continued)

Separate financial statements are provided for governmental funds and the proprietary fund. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met, and allowable expenses are made under the grant provisions.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Income earned on investments and project reimbursements associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Motor vehicle fuel tax and public transportation tax revenues are derived tax revenues collected by the State of Nevada and shared with the RTC. The RTC recognizes these revenues in the same period as the State. All other revenue items are considered to be measurable and available only when cash is received by the government.

Generally, expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, other postemployment benefits and claims and judgments, are recorded only when payment is due.

Project appropriations that have been approved, but for which expenditure has not been incurred, are reflected as amounts restricted for project appropriations in the General Fund and Special Revenue Funds. Project appropriations are approved when a cooperative agreement specifying the amount of motor vehicle fuel tax funds, bond proceeds, impact fees or other financing sources to be spent, is executed by all the governing bodies within the jurisdiction of the RTC, or when the project has been added to the program of projects and approved by the RTC Board of Commissioners.

The RTC reports the following major governmental funds:

General Fund – The General Fund is the RTC's primary operating fund. It accounts for all financial resources of the RTC, except for those required to be accounted for in another fund. Regional street and highway expenditures for road projects are accounted for in this fund instead of a separate fund in order to reduce undue complexity in budgeting, accounting and other phases of financial management.

Debt Service Fund – The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

Regional Road Impact Fee Fund (Special Revenue Fund) – Monies recovered from impact fees and resources provided for capacity improvements to the regional road system are accounted for in the Regional Road Impact Fee Fund.

Paratransit Services Fund (Special Revenue Fund) – Allocation of public transportation tax, passenger fares, and federal grants for RTC ACCESS are accounted for in the Paratransit Services Fund.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The RTC reports the following major proprietary fund:

Public Transit Fund (*Enterprise Fund*) – Accounts for the operation of RTC RIDE.

Amounts reported as *program revenues* include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

The proprietary fund distinguishes *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the RTC's proprietary fund are charges to customers for services. Operating expenses for the proprietary fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the RTC's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash, Cash Equivalents and Temporary Investments

The RTC's cash and cash equivalents are considered to be cash on hand, demand deposits, and temporary investments. A portion of the cash resources of the individual funds are deposited with the Washoe County Treasurer. Those resources are combined with the resources of the County's funds and other local governments within the County to form a pool of cash and investments. In accordance with 355.170 of Nevada Revised Statutes, Washoe County invested in various treasury notes, mutual funds, commercial paper, bonds, and U.S. Government securities. The RTC's net position in these securities is reported at fair value, in accordance with GASB Statement No. 72, Fair Value Measurements and Application.

In addition to the cash and investment pool, certain deposits and investments are held separately by RTC funds and reported accordingly. Investments are reported at fair value and changes in fair value are included in investment income.

Investment income earned as a result of the above pooling arrangement is distributed by the County Treasurer to the appropriate funds as it is received. Interest receivable at June 30 is calculated by the Treasurer's office and accrued in the various funds. The investment income is allocated based on each fund's monthly average cash balance.

For purposes of the statement of cash flows, the RTC considers all highly liquid investments, including pooled investments with original maturities of three months or less to be cash equivalents.

Restricted Assets

Restricted assets consist of cash and investments that are restricted in their use by either bond covenants or other external agreements. RTC's restricted assets consist of remaining bond proceeds for specific road construction projects, unspent grant proceeds and debt service requirements pursuant to bond covenants.

Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables and Payables (continued)

Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." The RTC considers trade receivables to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they are charged to operations when that determination is made.

Inventories and Prepaid Items

The Proprietary Fund's inventory is comprised of bus fuel and is stated at weighted average cost. Inventories of governmental funds, generally consisting of materials and supplies, are recorded as expenditures when purchased rather than when consumed.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in government-wide, governmental, and proprietary fund financial statements. The RTC uses the consumption method in accounting for prepaids.

Capital Assets

Capital assets, which include property, buildings and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

Capital assets are defined by the RTC as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the estimated acquisition value at the date of donation.

Infrastructure assets constructed by the street and highway function of the RTC (e.g., roads, bridges, curbs and gutters, streets and sidewalks) are not assets of the RTC, and so have not been capitalized or depreciated. Under the cooperative agreements to build such infrastructure assets, the entities agree that the infrastructure created belongs to the applicable public entity (City of Reno, City of Sparks or Washoe County).

The RTC has intangible assets in the form of water rights. The water rights are acquired through right-of-way land purchases as part of the construction of infrastructure assets. Water rights are separated from land purchases before the land is dedicated to the applicable public entity as part of their completed infrastructure asset. Water rights are not used in the operation of RTC's street and highway function and are recorded as other assets.

Expenditures related to the construction of infrastructure assets are recognized when incurred. Grants, contributions and reimbursements for the construction of infrastructure assets are recognized as operating grants and contributions in the Statement of Activities. Impact fees collected for use in the street and highway function are recognized as general revenues in the Statement of Activities.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

When capital assets are retired, sold, or otherwise disposed of, the asset's carrying amount and related accumulated depreciation are removed from the asset accounts and any gain or loss is recorded in the period of disposal.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. Effective July 1, 2021, interest is expensed in the period the interest is incurred, rather than capitalized, per GASB Statement 89.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (continued)

Depreciation of all exhaustible capital assets is charged as an expense against operations. Accumulated depreciation is reported on the Statement of Net Position. For both governmental and business-type activities, property, buildings and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Estimated Service Life (Years)
Buildings and building improvements	15 - 30
Communication equipment	3 - 5
Computer equipment	3 - 5
Leasehold improvements	3 - 20
Miscellaneous fixtures and equipment	4 - 7
Office furniture and equipment	3 - 8
Passenger shelters	3 - 15
Revenue collection and counting equipment	3 - 6
Revenue vehicles (buses)	12
Revenue vehicles (vans)	4 - 7
Support vehicles	4
Safety and security equipment	5 - 6
Tool and shop equipment	3 - 12

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position or balance sheet will sometimes report separate sections for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The RTC reports an amount related to pensions and other post-employment benefits (OPEB) on the government-wide financial statements.

In addition to liabilities, the Statement of Net Position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The RTC has two types of deferred inflows of resources: 1) Amounts which arises only under the modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The unavailable revenue reported is from three sources, federal grants, state grants, and project reimbursements and 2) Amounts related to pensions and OPEB on the government-wide financial statements. The amounts are deferred and recognized as an inflow of resources in the period that they become available.

RTC also presents deferred outflows/inflows of resources on the statement of net position related to debt refunding in previous years. The gain or loss from refunding is being amortized as an adjustment to interest expense over the original life of the refunded debt.

Compensated Absences

It is the RTC's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. A liability is recognized for compensated absences relating to services already rendered that are not contingent on a specific event and are accrued as employees earn the rights to the benefits. Compensated absences relating to future services or that are contingent on a specified event will be accounted for in the period those services are rendered or those events take place. The obligation for compensated absences is accrued when incurred in the government-wide financial statements.

For governmental type funds, the compensated absences are reported as fund liabilities only to the extent that those liabilities relate to benefits payable to employees upon termination of their employment as of the fiscal year end.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Interfund Activity

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule include interfund lease payments between the RTC's street and highway, transportation services and metropolitan planning functions and the business-type activities, public transportation function. Elimination of these payments would distort the direct costs and program revenues for the various functions concerned.

Long-Term Obligations, Bond Discounts and Issuance Costs

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund Statement of Net Position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method, which is materiality consistent with the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Debt issuance costs are expensed during the current period.

In fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Pension

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of the State of Nevada (PERS) Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position Classifications

In government-wide statements, net position is classified as net position and displayed in three components:

- Net investment in capital assets – consists of capital assets net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of capital assets.
- Restricted – consists of net position subject to constraints that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- Unrestricted – all other amounts that do not meet the definition of "restricted" or "net investment in capital assets."

Fund Balance

In the fund financial statements, governmental funds report the difference between assets and liabilities as fund balance. The following are the classification policies and procedures used for reporting fund balance:

- *Nonspendable* fund balance includes amounts that are not in a spendable form or are required to be legally or contractually maintained intact.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance (continued)

- *Restricted* fund balance includes amounts that can only be spent for the specific purposes where restrictions are externally imposed by creditors, grantors, contributors, constitutional provisions, regulations of other governments, or enabling legislation. Effectively, restrictions may only be changed or lifted with the consent of the external party. The RTC has restricted fund balances in the form of monies restricted by the State for special studies, federal grants and enabling legislation.
- *Committed* fund balance includes amounts that can only be used for the specific purposes determined by a formal action of the government's highest level of decision making authority. Commitments may only be changed or lifted by the government taking the same formal action that imposed the original constraint. The RTC's Board of Commissioners is the highest level of decision making authority and any fund balance commitments established, modified, or rescinded would require a majority vote of the RTC's Board of Commissioners.
- *Assigned* fund balance comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body, an official or body to which the governing body delegates the authority. The RTC Board of Commissioners delegates to the Executive Director or his or her designee the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.
- *Unassigned* fund balance is the residual classification for the General Fund and includes all amounts not contained in the other classifications. For other governmental funds, the unassigned classification is used only to report a deficit balance resulting from specific purposes for which amounts had been restricted or committed.

The RTC will consider restricted fund balance to be spent first for an expenditure for which multiple fund balance classifications are available. Committed fund balance will be spent first, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for the purposes for which any unrestricted fund balance classification could be used.

Fund Balance Reserve Policy

The RTC Board of Commissioners has adopted a fund balance reserve policy for budget preparation. Fund balance reserves are set aside as contingencies for revenue shortfalls or unanticipated expenditures. Fund balance reserves can also be used to finance cash flow and to fund self-insurance and capital replacement programs. A fund balance reserve policy establishes the type of reserves an organization will have, as well as the size and use of those reserves.

The goal of this fund balance reserve policy is to:

- Provide an overall, long-range approach to financial management.
- Ensure that the RTC is able to meet its financial obligations as they arise.
- Improve fiscal stability and protect the RTC during a financial emergency.

A. Public Transportation Program Policy Statement

RTC will maintain an Operating Reserve, a Self-Insurance Reserve, and a Capital Reserve. The sum of all fund balance reserves for the Public Transportation Program will be budgeted and maintained at a minimum amount equal to two months of total program operating expenditures as of June 30 of each fiscal year budget, and a maximum amount equal to three months of total program operating expenditures.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance Reserve Policy (continued)

1. Operating Reserve

RTC will maintain an operating fund balance reserve in an amount equal to a minimum of five (5%) percent of the annual operating expenditures.

The Director of Finance shall ensure that the operating fund balance reserve is maintained at a sufficient level to:

- a. Offset unanticipated downturns in revenues;
- b. Provide sufficient working capital;
- c. Provide a sufficient cash balance to finance cash flow requirements; and
- d. Meet emergency expenditure requirements.

2. Self - Insurance Reserve

The Director of Finance will ensure that RTC maintains self-insurance fund balance reserves in an amount necessary to adequately protect the RTC from self-insurance risks.

Two self-insurance fund balance reserve funds will be maintained:

- a. Reserves for incurred and reported claims that have been identified and accounted for by the RTC claims adjuster will be included in the settlements line item of the budget as an expenditure accrual.
- b. Reserves for catastrophic claims will be established in the amount of two times the current year self-insured retention.

3. Capital Reserve

RTC will establish a capital fund balance reserve fund for federal grant match purposes as of June 30 of each fiscal year budget in order to replace or add to capital vehicles, equipment and facilities. The amount of the capital fund balance reserve will be equal to or greater than the estimated local match for federal grant funded projects as established in RTC capital plans.

B. Street and Highway Program Policy Statement

The minimum fund balance for the Street and Highway Program shall consist of two components:

1. Operating fund balance reserves will be maintained at a minimum of five (5) percent of annual street and highway program operating expenditures.
2. The potential projects that have not been planned or programmed in an amount equal to a minimum of \$1,000,000.

C. Metropolitan Planning Organization Program Policy Statement

RTC will establish a federal grant match fund balance reserve as of June 30 of each fiscal year budget in order to meet the minimum required local match percentage for apportioned federal planning grants.

The development of the minimum fund balance reserve policy should ensure financial planning and stability for the future.

Comparative Data

The financial statements include certain prior-year summarized comparative information in total but not at the level of detail required for a presentation in conformity with generally accepted accounting principles. The comparative data has been presented only for the Enterprise Fund in the basic financial statements in order to provide an understanding of the changes in the financial position and operations of this fund. Accordingly, such information should be read in conjunction with the RTC's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New Accounting Pronouncements

The Governmental Accounting Standards Board has issued GASB Statement No. 87, *Leases*, effective for fiscal years beginning after June 15, 2021. This pronouncement was applicable; however, had no material impact on the financial statements as of June 30, 2022, therefore, no changes in reporting or material presentation was made for this year.

The Governmental Accounting Standards Board has issued GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, effective for fiscal years beginning after December 15, 2020. This pronouncement was applicable; however, had no material impact on the financial statements as of June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 91, *Conduit Debt Obligations*, effective for fiscal years beginning after December 15, 2021. This pronouncement will be implemented in fiscal year ending June 30, 2023.

The Governmental Accounting Standards Board has issued GASB Statement No. 92, *Omnibus 2020*, effective for fiscal years beginning after June 15, 2021. This pronouncement was applicable; however, had no material impact on the financial statements as of June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 93, *Replacement of Interbank Offered Rates*, effective for fiscal years beginning after June 15, 2020, except for paragraphs 13 and 14, which were effective for fiscal years beginning after June 15, 2021. This pronouncement was applicable; however, had no material impact on the financial statements as of June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, effective for fiscal years beginning after June 15, 2022. This pronouncement will be implemented in fiscal year ending June 30, 2023.

The Governmental Accounting Standards Board has issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, effective for fiscal years beginning after June 15, 2022. This pronouncement will be implemented in fiscal year ending June 30, 2023.

The Governmental Accounting Standards Board has issued GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans - an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*, effective for fiscal years beginning after June 15, 2021. This pronouncement was applicable; however, had no material impact on the financial statements as of June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 99, *Omnibus 2022*. The requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34 are effective upon issuance. These requirements were applicable; however, had no impact on the financial statements as of June 30, 2022; the requirements related to leases, PPPs, and SBITAs are effective for fiscal years beginning after June 15, 2022. These requirements will be implemented in fiscal year ending June 30, 2023. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023. These requirements will be implemented in fiscal year ending June 30, 2024.

The Governmental Accounting Standards Board has issued GASB Statement No. 100, *Accounting Changes and Error Corrections, an amendment of GASB Statement No. 62*, effective for fiscal years beginning after June 15, 2023. This pronouncement will be implemented in fiscal year ending June 30, 2024.

The Governmental Accounting Standards Board has issued GASB Statement No. 101, *Compensated Absences*, effective for fiscal years beginning after December 15, 2023. This pronouncement will be implemented in fiscal year ending June 30, 2024.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Information

For the year ended June 30, 2022, the RTC established its budget within the legally mandated timeframe.

- a. On or before April 15, the Finance Department submits to the Nevada Department of Taxation a tentative budget for the fiscal year commencing July 1, 2021.
- b. On May 21, 2021, the Executive Director submitted to the RTC's Board of Commissioners a proposed operating budget for the fiscal year commencing July 1, 2021. The operating budget includes proposed expenditures/expenses and the means of financing them.
- c. Public hearings were conducted in May to obtain taxpayer comments. On May 21, 2021, the budget for each fund was adopted through passage of a resolution by a majority vote of the RTC's Board of Commissioners of the RTC. The RTC filed the budget directly with the Department of Taxation, State of Nevada.

The following legal requirements were considered in developing the budgetary data which is reflected in the financial statements.

- a. Annual budgets for all governmental and proprietary funds are adopted on a basis consistent with generally accepted accounting principles. The governing body can augment the budget after following public hearing procedures. Unexpended appropriations lapse at year-end.
- b. The Executive Director is authorized to transfer appropriations between accounts within the General Fund. Any revision which alters the total appropriations of a function or fund must be approved in advance prior to year-end by the RTC's Board of Commissioners and submitted to the Department of Taxation, State of Nevada.
- c. State statute does not require that capital outlay, debt service payments, and other cash transactions normally reflected in the Statement of Net Position of the Proprietary Fund be limited by the budget.
- d. Budgeted appropriations generally may not be exceeded by actual expenditures of the various governmental functions in the General Fund, Special Revenue Funds, and by operating and non-operating expenses in the Proprietary Fund.
- e. Fund net position in the Proprietary Fund may not be a deficit.

Excess of Expenditures over Appropriations and Deficit Fund Net Position

The RTC conformed to all significant statutory constraints on its financial administration during the year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE C – CASH AND INVESTMENTS

Deposits

For the year ended June 30, 2022, the RTC had the following cash balances:

	Carrying Amount	Bank Balance
On hand	\$ 6,216	\$ 6,216
On deposit with bank	29,404,633	31,872,783
Restricted cash from Motor Vehicle Fuel Tax Revenue Bonds	16,260,471	16,260,471
Total RTC cash and deposits	\$ 45,671,320	\$ 48,139,470

The difference between the carrying amount and bank balance results from outstanding checks and deposits not yet reflected at the bank.

Custodial Credit Risk – Deposits

For deposits, custodial credit risk is the risk that in the event of a bank failure, the RTC’s deposits may not be returned. The RTC does not have a policy for custodial credit risk; however, the RTC participates through Washoe County in the Nevada State Collateral Pool for public fund deposits. Depository banks are required to place acceptable securities of no less than 102% of the fair value of the total deposits of public entities in Nevada with a third party custodian. The collateral pool is administered and monitored by the Nevada State Treasurer’s Office. Due to its participation in the Nevada State Collateral Pool, the RTC’s deposits were fully insured and collateralized, and as such, were not exposed to any custodial credit risk at June 30, 2022.

Pooled Investment Funds

The RTC deposits are maintained in a recognized pooled investment fund under the care of the Washoe County Chief Investment Official (the Washoe County Treasurer) under authority delegated by the Board of County Commissioners. In addition, the Washoe County Treasurer’s External Investment Pool is overseen by an Investment Committee and is included in their annual audit.

Pooled investment funds consist of cash deposited in the interest-bearing Washoe County Treasurer’s External Investment Pool. The investment pool is not registered with the SEC as an investment company and no legally binding guarantees have been provided to support the value of the shares. The fair value of the pooled investments deposited in the investment pool is equal to the value of the pool shares. At June 30, 2022, the carrying amount of \$174,173,395 recorded at fair value of the various funds of the RTC in the pool was approximately 19.7% of the County’s total balance. Earnings, realized and unrealized gains and losses are included in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Proprietary Fund’s Statement of Revenues, Expenses and Changes in Fund Net Position, captioned as investment income.

Because the RTC’s deposits are maintained in a recognized pooled investment fund under the care of a third party and the RTC’s share of the pool does not consist of specific, identifiable investment securities, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required. The RTC’s deposits in the pool are considered to be highly liquid. The Washoe County audited Comprehensive Annual Financial Report indicates that there were no derivatives in the pool as of June 30, 2022. A copy of this report can be obtained at www.washoecounty.us or through a request sent to P.O. Box 11130, Reno, NV 89520.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

The RTC has a formal investment policy adopted by the RTC Board of Commissioners that is designed to insure conformity with NRS and seeks to limit exposure to investment risks. State statute authorizes the RTC to invest in the following:

- Obligations of the United States or its agencies.
- Certificates of deposit issued by commercial banks, insured credit unions or savings and loan associations as well as certain farm loan bonds.
- Certain securities issued by local governments of the State of Nevada and other securities expressly authorized by other statutes of the State of Nevada.
- Bankers acceptances, commercial paper issued by a U.S. corporation or state operating in the U.S., and money market mutual funds registered with the Securities and Exchange Commission.
- Notes, bonds, and other unconditional obligations for the payment of money issued by corporations organized and operating in the United States.

Investments are recorded at fair value.

The RTC categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The RTC does not have any investment that is measured using Level 3 inputs.

As of June 30, 2022, the RTC had the following recurring fair value measurements as identified below:

Government-Wide Balances:	Total	Fair Value Measurements Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
U.S. Treasury Notes	\$ 2,188,174	\$ -	\$ 2,188,174	\$ -
Money Market Mutual Funds	29,176	29,176	-	-
Federal Agency Bond	5,648,100	-	5,648,100	-
Total Investment	<u>7,865,450</u>	<u>\$ 29,176</u>	<u>\$ 7,836,274</u>	<u>\$ -</u>
Total Cash	45,671,320			
Washoe County Investment Pool	174,173,395			
Total Cash and Investments	<u>\$ 227,710,165</u>			

Investments categorized as Level 1 are valued using prices quoted in active markets for those investments. Investments categorized as Level 2 are valued at fair value based on the observable market prices of the underlying assets held by the pool or fund less liabilities.

As of June 30, 2022, the RTC had the following investments and maturities:

Government-Wide Balances:	Fair Value	Investment Maturities (In Years)			
		Less than 1	1 to 4	4 to 6	6 to 10
U.S. Treasury Notes	\$ 2,188,174	\$ -	\$ 2,188,174	\$ -	\$ -
Money Market Mutual Funds	29,176	29,176	-	-	-
Federal Agency Bond	5,648,100	1,983,962	3,664,138	-	-
Washoe County Investment Pool	174,173,395	76,595,161	78,086,128	13,472,893	6,019,213
Total Investment	<u>182,038,845</u>	<u>78,608,299</u>	<u>83,938,440</u>	<u>13,472,893</u>	<u>6,019,213</u>
Total Cash	45,671,320	45,671,320	-	-	-
Total Cash and Investments	<u>\$ 227,710,165</u>	<u>\$ 124,279,619</u>	<u>\$ 83,938,440</u>	<u>\$ 13,472,893</u>	<u>\$ 6,019,213</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Credit Risk

Credit risk is defined as the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The credit quality of investments is limited by NRS, which authorizes investments in obligations of the U.S. Treasury and agencies or instrumentalities of the U.S., obligations of the State of Nevada and local governments, notes, bonds and other obligations issued by corporations rated "A" or better by one or more nationally recognized bond credit rating agencies, commercial paper rated "A-1", "P-1" or better, repurchase agreements, certificates of deposit, and money market mutual funds rated "AAA" or its equivalent.

The RTC investment policy does not further limit its investment choices with the exception of investments in notes, bonds and other obligations issued by corporations. Pursuant to the RTC's formal investment policy, corporate obligations must be rated "AA" or better.

As of June 30, 2022, the RTC's investments were rated as follows:

Investment Type	Fair Value	Ratings	
		Moody's	Standard & Poor's
Money Market Mutual Funds	\$ 29,176		
Federal Agency Bond	5,648,100	Aaa	AA+
US Treasury Notes	2,188,173	Aaa	AA+
Total Investments	<u>\$ 7,865,449</u>		

Interest Rate Risk

Interest rate risk is defined as the risk that changes in market interest rates will adversely affect the fair value of an investment. NRS 355.170 and NRS 355.171 limit maturities of authorized investments. The RTC's formal investment policy does not further limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The weighted average years to maturity for all investments at June 30, 2022 are 1.25 years.

Concentration of Credit Risk

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The RTC's formal investment policy requires investment portfolio diversification in order to eliminate the risk of loss from overconcentration. The policy places the statutory limits on investments. Amounts invested in direct obligations of the U.S. government, securities backed by the full faith and credit of the U.S. government, repurchase agreements or certificates of deposit are not limited. Investment limits per issuer are placed on the following securities: securities backed by federal agencies, 35%; agency issued mortgage-backed securities, 15%; corporate obligations, 4%; obligations issued by state and local governments, 25%. Other limits are placed on the following securities: bankers acceptances, 20% in the aggregate; commercial paper, 20% of portfolio; and money market funds, 45% of money market fund assets.

At June 30, 2022, RTC's investments were invested in the following:

U. S. Treasury Notes	27.82%
Money Market Mutual Funds	0.37%
Federal Agency Bond	71.81%

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE D – RESTRICTED CASH AND INVESTMENTS

Governmental Funds

The restricted cash and investments balance of \$24,125,920 in the Debt Service Fund is restricted for required reserves and debt service on the bonds.

NOTE E – CAPITAL ASSETS

A summary of activity in capital assets used in the operation of governmental activities for the year ended June 30, 2022, follows:

<u>Governmental Activities</u>	<u>Balance June 30, 2021</u>	<u>Additions & Reclassifications</u>	<u>Transfers/ Deletions</u>	<u>Balance June 30, 2022</u>
Capital Assets not being depreciated:				
Land	\$ 2,282,090	\$ -	\$ -	\$ 2,282,090
Water Rights	1,300,000	-	-	1,300,000
Construction in progress	453,358	560,206	(560,206)	453,358
Total Capital Assets, not being depreciated	<u>4,035,448</u>	<u>560,206</u>	<u>(560,206)</u>	<u>4,035,448</u>
Capital Assets being depreciated:				
Revenue & support vehicles	6,931,096	21,687	(110,240)	6,842,543
Other equipment	2,337,293	206,187	(159,255)	2,384,225
Buildings and improvements	6,741,962	332,332	-	7,074,294
Total Capital Assets being depreciated	<u>16,010,351</u>	<u>560,206</u>	<u>(269,495)</u>	<u>16,301,062</u>
Less accumulated depreciation for:				
Revenue & support vehicles	(4,676,621)	(458,371)	110,240	(5,024,752)
Other equipment	(2,087,268)	(107,790)	159,255	(2,035,803)
Buildings and improvements	(5,749,485)	(218,411)	-	(5,967,896)
Total accumulated depreciation	<u>(12,513,374)</u>	<u>(784,572)</u>	<u>269,495</u>	<u>(13,028,451)</u>
Total Capital Assets being depreciated, net	<u>3,496,977</u>	<u>(224,366)</u>	<u>-</u>	<u>3,272,611</u>
Governmental activities Capital Assets, net	<u>\$ 7,532,425</u>	<u>\$ 335,840</u>	<u>\$ (560,206)</u>	<u>\$ 7,308,059</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE E – CAPITAL ASSETS (CONTINUED)

A summary of activity in capital assets used in business-type activities for the year ended June 30, 2022, follows:

Business-type Activities	Balance June 30, 2021	Additions	Transfers/ Deletions	Balance June 30, 2022
Capital Assets not being depreciated:				
Land	\$ 16,681,818	\$ -	\$ -	\$ 16,681,818
Construction in progress	10,255,511	2,531,730	(1,764,110)	11,023,131
Total Capital Assets, not being depreciated	26,937,329	2,531,730	(1,764,110)	27,704,949
Capital Assets being depreciated:				
Revenue vehicles	57,578,928	8,985,902	(4,715,242)	61,849,588
Tool and shop equipment	2,602,649	659,563	(34,133)	3,228,079
Office furniture and equipment	127,593	-	-	127,593
Support vehicles	433,779	-	(6,600)	427,179
Revenue collection and counting equipment	1,568,470	16,018	-	1,584,488
Miscellaneous fixtures and equipment	3,845,995	107,028	-	3,953,023
Buildings and improvements	64,581,146	205,206	-	64,786,352
Land improvements	1,364,355	12,876	-	1,377,231
Communications equipment	2,102,596	-	(63,135)	2,039,461
Surveillance equipment	1,179,373	39,989	-	1,219,362
Passenger shelters	12,294,669	321,392	(27,801)	12,588,260
Computer equipment	1,878,169	90,923	-	1,969,092
Total Capital Assets being depreciated	149,557,722	10,438,897	(4,846,911)	155,149,708
Less accumulated depreciation for:				
Revenue vehicles	(29,038,185)	(4,015,959)	4,715,242	(28,338,902)
Tool and shop equipment	(1,068,080)	(390,130)	34,133	(1,424,077)
Office furniture and equipment	(127,593)	-	-	(127,593)
Support vehicles	(268,202)	(45,419)	6,600	(307,021)
Revenue collection and counting equipment	(1,314,492)	(165,545)	-	(1,480,037)
Miscellaneous fixtures and equipment	(1,767,043)	(255,620)	-	(2,022,663)
Buildings and improvements	(29,269,456)	(2,168,808)	-	(31,438,264)
Land improvements	(818,874)	(55,478)	-	(874,352)
Communications equipment	(1,121,524)	(332,586)	63,135	(1,390,975)
Surveillance equipment	(1,003,941)	(64,653)	-	(1,068,594)
Passenger shelters	(7,167,828)	(1,081,502)	27,801	(8,221,529)
Computer equipment	(1,678,912)	(90,603)	-	(1,769,515)
Total accumulated depreciation	(74,644,130)	(8,666,303)	4,846,911	(78,463,522)
Total Capital Assets being depreciated, net	74,913,592	1,772,594	-	76,686,186
Business-type activities Capital Assets, net	\$ 101,850,921	\$ 4,304,324	\$ (1,764,110)	\$ 104,391,135

Construction in progress consist of construction of Virginia Street Bus Rapid Transit Stations, expected to be completed by Spring 2023. As of June 30, 2022, unexpended commitments balance of Virginia Street Bus Rapid Transit Extension project is \$2,411,877.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE E – CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of the primary government as follows:

<u>Governmental Activities:</u>	
Street and highway	\$ 43,540
Transportation services	<u>741,032</u>
Total depreciation expense - Governmental activities	<u>784,572</u>
Business-type activities:	
Public transportation	<u>\$ 8,666,303</u>

NOTE F – CONTINGENCIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable fund. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the RTC expects such amounts, if any, to be immaterial.

NOTE G – UNEARNED REVENUE

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. At the end of the current fiscal year, \$13,750 in unearned rental revenue was reported in the General Fund.

NOTE H – UNINSURED RISK

The RTC is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The RTC is self-insured for municipal liability and business auto liability. The RTC administers claims and judgments falling under the self-insurance limit. Liabilities of any fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount, as it depends on many factors, such as inflation, changes in legal doctrines and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of payouts), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. All claims are liquidated as they become due and payable using current resources. Additional excess coverage insurance policies cover individual claims in excess of \$25,000 per event. Settlements have not exceeded coverage for each of the past five fiscal years. The RTC did not incur any liability claim in fiscal year 2022.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE I – LONG - TERM OBLIGATIONS

Revenue Bonds

The RTC issued revenue bonds to provide funds for the construction and pavement maintenance of certain streets and highways in the County. All revenue bonds are publicly issued debt. There are no subjective accelerative clauses related to the outstanding debt.

The bond Series 2010EF, Series 2018 and Series 2019 constitute special, limited obligations of Washoe County, payable solely from and secured by an irrevocable pledge of the Net Pledged Revenues, derived primarily from certain taxes on motor vehicle fuel collected by the RTC.

The bond Series 2010H constitutes special, limited obligations of Washoe County, payable from and secured by an irrevocable pledge of the Net Pledged Revenues, derived primarily from one-eighth of one percent (0.125%) sales tax collected by the RTC.

The bonds shall not be considered or held to be a general obligation of the County or RTC. Owners of the bonds may not look to any other funds or accounts other than those specifically pledged to the payment of the bonds.

Bonds outstanding at June 30, 2022 are as follows:

	<u>Date of Issue</u>	<u>Original Issue</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Principal Outstanding June 30, 2022</u>
Motor Vehicle Fuel Tax Series 2010E ⁽²⁾	12/16/2010	\$ 58,775,000	7.969 %	2/1/2040	\$ 58,775,000
Motor Vehicle Fuel Tax Series 2010F ⁽³⁾	12/16/2010	5,385,000	7.875	2/1/2040	5,385,000
Sales Tax Improvement Bonds Series 2010H ⁽²⁾	12/16/2010	20,000,000	7.451	2/1/2040	20,000,000
Motor Vehicle Fuel Tax Series 2018 ⁽¹⁾	12/20/2018	183,235,000	4 - 5.2	2/1/2043	167,925,000
Motor Vehicle Fuel Tax Series 2019 ⁽¹⁾	12/19/2019	56,235,000	4 - 5	2/1/2040	52,590,000
		<u>\$ 323,630,000</u>			<u>\$ 304,675,000</u>

¹ Tax Exempt Bond

² Taxable Direct Pay Build America Bond (BAB) providing federally refundable interest credits

³ Taxable Recovery Zone Economic Development Bond (RZEDB) providing federally refundable interest credits

The debt service on bond Series 2018 and 2019 will be payable from net pledged revenues.

The debt service on bond Series 2010E, 2010F, and 2010H will be payable from net pledged revenues and BAB and RZED interest credits to the extent that any such credits are actually received by the RTC.

Net pledged motor vehicle fuel tax revenues for the fiscal year on Motor Vehicle Fuel Tax bonds totaled \$95,583,664 with principal and interest payments on the bonds totaling \$20,344,735. Total principal and interest remaining to be paid on all motor vehicle fuel tax bonds before BAB and RZEDB credits is \$484,954,121 payable through 2043.

Pledged sales tax revenue for the fiscal year on the Series 2010H bonds totaled \$14,693,554. Interest payments totaling \$1,490,200 were made during FY 2022. Total principal and interest remaining to be paid on the Series 2010H bond before BAB interest credits, is \$39,462,385 payable through 2040.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE I – LONG TERM OBLIGATIONS (CONTINUED)

Compensated Absences

The liability for compensated absences is included in noncurrent liabilities on the government-wide Statement of Net Position. The governmental activities liability for compensated absences is for RTC employee benefits which are paid from the General Fund; therefore, no compensated absences liability is reported for in the business-type activities.

Changes in long-term liabilities

Changes in long-term liabilities, for the year ended June 30, 2022, were as follows:

	July 1, 2021	Additions	Reductions	Balance June 30, 2022	Due Within One Year
GOVERNMENTAL ACTIVITIES					
Revenue Bonds					
Motor Vehicle Fuel Tax Bonds	\$ 292,215,000	\$ -	\$ (7,540,000)	\$ 284,675,000	\$ 7,910,000
Sales Tax Improvement Bonds	20,000,000	-	-	20,000,000	-
Total Revenue Bonds	<u>312,215,000</u>	<u>-</u>	<u>(7,540,000)</u>	<u>304,675,000</u>	<u>7,910,000</u>
Less					
Bond Premium	31,551,323	-	(1,503,411)	30,047,912	1,503,411
Total Bond Premiums	<u>31,551,323</u>	<u>-</u>	<u>(1,503,411)</u>	<u>30,047,912</u>	<u>1,503,411</u>
Other Liabilities					
Compensated absences	819,761	936,262	(1,114,396)	641,627	284,582
Total Other Liabilities	<u>819,761</u>	<u>936,262</u>	<u>(1,114,396)</u>	<u>641,627</u>	<u>284,582</u>
Total Governmental Activities	<u>344,586,084</u>	<u>936,262</u>	<u>(10,157,807)</u>	<u>335,364,539</u>	<u>9,697,993</u>
Total Long-Term Obligations	<u>\$ 344,586,084</u>	<u>\$ 936,262</u>	<u>\$ (10,157,807)</u>	<u>\$ 335,364,539</u>	<u>\$ 9,697,993</u>

Long - term liabilities are liquidated from the General Fund for governmental activities.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE J – DEBT SERVICE REQUIREMENTS

Revenue bond debt service requirements to maturity are as follows:

Year Ending June 30,	Principal ¹	Interest ²	Total
2023	\$ 7,910,000	\$ 17,244,449	\$ 25,154,449
2024	8,300,000	16,848,949	25,148,949
2025	8,715,000	16,433,949	25,148,949
2026	9,145,000	15,998,199	25,143,199
2027	9,600,000	15,540,949	25,140,949
2028-2032	61,130,000	68,688,097	129,818,097
2033-2037	79,555,000	47,305,770	126,860,770
2038-2042	97,950,000	20,786,346	118,736,346
2043	22,370,000	894,800	23,264,800
	<u>\$ 304,675,000</u>	<u>\$ 219,741,508</u>	<u>\$ 524,416,508</u>

¹ Principal amounts exclude discounts and premiums

² Interest amounts exclude Build America Bond (BAB) and Recovery Zone Economic Development Bond (RZEDB) credits in the amount of \$29,859,696 through 2043.

NOTE K – INTERFUND ACCOUNT BALANCES AND TRANSFERS

Interfund account balances are a result of the timing differences between the dates that interfund goods and services are provided or reimbursable expenditures occur, and transfers between funds are made. Interfund account balances at June 30, 2022 are summarized as follows:

	Due From						Total
	General Fund	Debt Service Fund	Regional Road Impact Fee Fund	Paratransit Fund	Nonmajor Governmental Funds	Proprietary Fund	
Due To:							
General Fund	\$ -	\$ -	\$ 98,269	\$ 276,994	\$ 513,777	\$ 2,919,775	\$ 3,808,815
Total Governmental Funds	-	-	98,269	276,994	513,777	2,919,775	3,808,815
Proprietary Fund	2,893,378	-	-	78,171	30,210	-	3,001,759
	<u>\$ 2,893,378</u>	<u>\$ -</u>	<u>\$ 98,269</u>	<u>\$ 355,165</u>	<u>\$ 543,987</u>	<u>\$ 2,919,775</u>	<u>\$ 6,810,574</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE K – INTERFUND ACCOUNT BALANCES AND TRANSFERS (CONTINUED)

Transfers are used to (1) move revenues from the fund that statute or budget requires collect them to the funds that statute or budget requires expend them and (2) move receipts to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due. Interfund transfer balances at June 30, 2022 were as follows:

Interfund transfers for the year ended June 30, 2022		
Transfers from:	Transfers to:	Amount
General Fund	Regional Road Impact Fee Fund	\$ 600,000
	Debt Service Fund	23,466,628
	Nonmajor Governmental Funds	690,000
	Subtotal	24,756,628
Public Transit Fund	Nonmajor Governmental Funds	120,000
Total Transfers In / Out		<u>\$ 24,876,628</u>

NOTE L – INVESTMENT ACTIVITIES

Investment activities consist of the following as of June 30, 2022:

<u>Governmental Activities</u>	
Interest income	\$ 1,094,768
Net decrease in the fair value of investments	(5,711,642)
Realized gain	214,324
	<u>\$ (4,402,550)</u>
 <u>Business-type Activities</u>	
Interest income	\$ 243,207
Net decrease in the fair value of investments	(1,868,216)
Realized gain	50,869
	<u>\$ (1,574,140)</u>

The calculation of realized gain or loss is independent of the calculation of the net change in the fair value of investments. Realized gains or losses on investments held more than one fiscal year, which were sold in the current year, have been included as a change in the fair value of investments as reported in prior years and the current year.

NOTE M – LEASE INCOME

The Proprietary Fund owns a building located on Terminal Way in Reno, Nevada. The acquisition cost and subsequent improvements of the building and land are \$6,605,601 as of June 30, 2022. As of June 30, 2022, accumulated depreciation of the building was \$4,843,532.

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE M – LEASE INCOME (CONTINUED)

Building space is leased to Truckee Meadows Regional Planning Agency. Future minimum lease receipts are as follows:

Year ending June 30,

2023	\$	27,589
	\$	27,589

In addition, building space is leased to the General Fund and Special Revenue Funds on a month-to-month basis. Rental income from the Terminal building for the year ended June 30, 2022, was \$327,110 of which \$254,496 was received from the General Fund, and \$45,828 was received from the Special Revenue Fund.

In November 2021, RTC entered into a three year agreement with My Ride to Work, LLC. to allow the use of the Centennial Plaza property for passenger waiting, boarding and alighting for their service between Reno and the Tesla Factory east of Reno. Rental Income of \$18,000 was received in fiscal year 2022.

In December 2021, RTC entered into a three year agreement with Greyhound Lines, Inc. to allow the use of the Centennial Plaza property for the conduct of business operations for passenger bus transportation. Rental income of \$56,400 was received in fiscal year 2022.

Lease income of \$16,500 was received from Lamar Advertising Company for a billboard acquired through property acquisition for the Moana Lane widening project which was paid for by Motor Vehicle Fuel Tax Bond funds.

NOTE N – RETIREMENT PROGRAMS

The RTC contributes to the following retirement programs:

State of Nevada Public Employees' Retirement System

Plan Description

The RTC contributes to the Public Employees' Retirement System (PERS) (the System). PERS administers a cost-sharing, multiple-employer defined benefit Public employees' retirement system which includes both Regular and Police/Fire members. The System was established by the Nevada Legislature in 1947, effective July 1, 1948. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits, as required by the Nevada Revised Statutes (NRS) are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits. Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001.

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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees’ Retirement System (continued)

For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. PERS offers several alternatives to the unmodified service retirement allowance which in general, allows the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death. Post-retirement increases are provided by authority of NRS 286.575 -.579.

Regular members are eligible for retirement at age 65 with five years of service, at age 60 with 10 years of service, or at any age with thirty years of service. Regular members entering the System on or after January 1, 2010, are eligible for retirement at age 65 with five years of service, or age 62 with 10 years of service, or any age with thirty years of service. The normal ceiling limitation on monthly benefits allowances is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Members become fully vested as to benefits upon completion of five years of service.

Funding Policy

Plan members are funded under the employer pay contribution plan, wherein the RTC is required to contribute all amounts due under the plan. The authority for establishing and mending the obligation to make contributions and member contribution rates is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983 have the option of selecting one of two contribution plans. Contributions are shared equally by employer and employee. Employees can take a reduced salary and have contributions made by the employer (EPC) or can make contributions by a payroll deduction matched by the employer.

The System’s basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee’s working lifetime in order to accumulate sufficient assets to pay benefits when due. The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions actually made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450. The actuary funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary. For the fiscal year ended June 30, 2022, the employer-pay contribution rate was 29.75% of annual covered payroll, of which 50% is considered to be employer-paid contribution. The RTC contributes 100% of the required annual contribution. The following are the rates and amounts contributed for the last three years:

<u>Year ending June 30,</u>	<u>Employers Contribution Required</u>	<u>Contribution Rate</u>
2022	\$ 904,880	14.88%
2021	908,360	14.63%
2020	902,300	14.63%

The System’s policies which determine the investment portfolio target asset allocation are established by the PERS Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System. The following was the Board adopted policy target asset allocation as of June 30, 2021:

Asset Class	Target Allocation	Long-term Geometric Expected Real Rate of Return
U.S. Stocks	42.00%	5.50%
International Stocks	18.00%	5.50%
U.S. Bonds	28.00%	0.75%
Private Markets	12.00%	6.65%

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees' Retirement System (continued)

Pension Liability

The System's net pension liability was measured as of June 30, 2021 and the total pension liability used to calculate it was determined by an actuarial valuation as of that date. The employer allocation percentage of the net pension liability was based on the total contributions due on wages paid during the measurement period. Each employer's proportion of the net pension liability is based on their combined employer and member contributions relative to the total combined employer and member contributions for all employers for the period ended June 30, 2021. At June 30, 2021, RTC's proportion was .08679%, which was a .00020% increase from its proportion measured at June 30, 2020.

The following presents the net pension liability of the RTC as of June 30, 2021, calculated using the discount rate of 7.25%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current discount rate:

	1% Decrease in Discount Rate (6.25%)	Discount Rate (7.25%)	1% Increase in Discount Rate (8.25%)
RTC's proportionate share of the net pension liability	\$ 15,757,078	\$ 7,914,280	\$ 1,444,614

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the PERS Comprehensive Annual Financial Report, available on the PERS website at www.nvpers.org.

Actuarial Assumptions

The System's net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.50%
Investment Rate of Return	7.25%
Productivity pay increase	0.50%
Projected salary increases	Regular: 4.20% to 9.10%, depending on service Rates include inflation and productivity increases
Mortality rate	Healthy/Regular: RP-2000 Combined Healthy Mortality Table projected to 2016 with Scale AA, set back one year for females (no age setback for males) Disables/Regular: RP-2000 Disabled Retiree Mortality table projected to 2016 with Scale AA, set forward three years
Other assumptions	Same as those used in the June 30, 2021 funding actuarial valuation

Actuarial assumptions used in the June 30, 2021 valuation were based on the results of the experience.

The discount rate used to measure the total pension liability was 7.25% as of June 30, 2021. The projection of cash flows used to determine the discount rate assumed plan contributions will be made in amounts consistent with statutory provisions and recognizing the plan's current funding policy and cost-sharing mechanism between employers and members. For this purpose, all contributions that are intended to fund benefits for all plan members and their beneficiaries are included, except that projected contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees’ Retirement System (continued)

payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2021.

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

As of June 30, 2022, RTC's total pension income is \$110,097. At June 30, 2021, the plan's measurement date, RTC's reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 876,662	\$ 55,698
Changes of assumptions	2,627,677	-
Net difference between projected and actual earnings on investments	-	6,457,800
Changes in proportion and differences between actual contributions and proportionate share of contributions	439,884	174,829
Total before contribution subsequent to measurement date	3,944,223	6,688,327
Contributions subsequent to the measurement date	904,880	-
Total	\$ 4,849,103	\$ 6,688,327

As of June 30, 2021 RTC reported \$904,880 deferred outflows of resources related to pensions resulting from employer contributions subsequent to the June 30, 2021 measurement date which will be recognized as a reduction of the net pension liability in the year ending June 30, 2023 measured as of June 30, 2022.

Average expected remaining service lives are 6.14 years.

RTC's deferred outflows/(inflows) of resources related to pension will be recognized as follows:

Reporting period ended June 30:

2023	\$ (819,736)
2024	(806,304)
2025	(836,387)
2026	(896,451)
2027	539,362
2028	75,412

Additional information supporting the Schedule of Employer Allocations and the Schedule of Pension amounts by Employer is located in the PERS Comprehensive Annual Financial Report available on the PER's website at www.nvpers.org under Quick Links – Publications.

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

RTC – Internal Revenue Code Section 457 Deferred Compensation Plan

The RTC offers a non-qualified deferred compensation plan to its employees under Internal Revenue Code (IRC) Section 457. The plan is offered to all RTC employees and permits them to defer a portion of their salary until future years. The accumulated amount of each employee's deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. All assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries and are administered by an independent plan administrator. The RTC does not have fiduciary accountability for the plan. The RTC elects to contribute to each employee's deferred compensation plan, as matching funds, up to 1% of each employee's annual base salary. The RTC also matches 7% of the Executive Director's salary. Total contributions to the plan for the year ended June 30, 2022 were \$96,022.

RTC – 401(a) Plan

On December 17, 2004, the RTC established a 401(a) Money Purchase Retirement Plan through ICMA Retirement Corporation. The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust was established for the exclusive benefit of eligible employees and their beneficiaries under Section 401(a) of the IRC. The plan year coincides with the calendar year. All employees whose positions are covered by PERS are eligible to participate. The Plan is voluntary and there are no mandatory contributions from employees or the RTC. Contributions are limited to less than 25% of compensation, and compensation has been defined to include overtime and bonuses. The decision to participate is a one-time irrevocable decision. Loans are not permitted under the plan.

In 2009, the Internal Revenue Service (IRS) ruled that annual open enrollment periods for 401(a) plans would no longer be allowed. New plan enrollments are only allowed for new hires within the first sixty days of employment.

RTC – Retirement Health Savings Plans

On December 17, 2004, the RTC established a Retirement Health Savings Plan (RHS Plan). The RHS Plan was funded through voluntary employee contributions. The assets of the Plan are held in trust for the exclusive benefit of the RHS Plan participants and their beneficiaries, with the ICMA Retirement Corporation serving as the trustee. Once an employee participates in the RHS Plan, the election to contribute is irrevocable. The participant is eligible to receive benefits upon separation from service.

In 2007, the IRS ruled that the elective features of the types of plans like the RHS Plan would not be permitted after December 31, 2007. Although the ICMA and IRS reached a settlement preserving the existing favorable tax treatment of participants already in the RHS Plan, no new participants can join the plan and no further contributions can be made to the Plan by existing participants.

NOTE O – FUND BALANCES / NET POSITION

Government-wide Financial Statements

The government-wide Statement of Net Position is categorized as net investment in capital assets, restricted and unrestricted. Governmental Activities reports \$7,308,059 in net investment in capital assets and \$147,260,132 of restricted net position which is restricted by terms of grants and by enabling legislation for street and highway construction. Another \$24,142,243 is subject to restrictions by the terms of bond covenants for future debt service requirements of principal and interest. Unrestricted net position is \$(351,617,987), and total net position is \$(172,907,553). The negative unrestricted balances are the result of bonds issued during the fiscal years ended June 30, 2010, June 30, 2019 and June 30, 2020 totaling \$323,630,000 in the aggregate. Proceeds of the bonds have been used to fund various street and highway projects.

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE O – FUND BALANCES / NET POSITION (CONTINUED)

Government-wide Financial Statements (continued)

RTC's Street and Highway program builds and maintain streets and highways, which are then dedicated to Reno, Sparks, and Washoe County. As a result the RTC carries a large debt burden with no offsetting asset. The debt will be paid through pledged motor vehicle fuel and sales taxes projected to be collected over the next 22 years. Management believes that the RTC will have sufficient cash flow to service the debt.

The net position for Business-type Activities is categorized as net investment in capital assets and unrestricted. The total net position at June 30, 2022 is \$150,919,880.

Fund Financial Statements

Governmental Funds

Governmental fund balances are classified as nonspendable, restricted, and assigned based primarily on the extent to which the RTC is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable funds include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. At June 30, 2022, nonspendable funds consisted of prepaid items and deposits totaling \$595,082.

Restricted fund balances are restricted to specific purposes either by external restrictions (debt covenants, grantors, laws or regulations of other governments) or restrictions imposed by law through constitutional provisions or enabling legislation.

At June 30, 2022, the RTC had \$1,101,247 in restricted fund balances on unspent federal grants match.

The restricted amounts for street and highway construction represent project appropriations for construction planning commitments as permitted by state statute.

The changes in the amounts for project appropriations in the General Fund (Regional Street and Highway) during the year ended June 30, 2022 were as follows:

Balance at July 1, 2021	\$	206,746,529
Project appropriations		59,236,786
Expenditures		72,053,269
Net project adjustments		<u>(4,664,647)</u>
Total balance for project appropriations at June 30, 2022	\$	<u>189,265,399</u>

The total balance for project appropriations exceeds the available restricted fund balance of \$118,979,292 for street and highway construction in the General Fund by \$70,286,107. Since the expenditures for these projects will span more than one year, future revenue sources will be required to fund these appropriations.

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE O – FUND BALANCES / NET POSITION (CONTINUED)

Fund Financial Statements (continued)

The changes in the amounts for project appropriations of the Special Revenue Fund (Regional Road Impact Fee) during the year ended June 30, 2022 were as follows:

Balance at July 1, 2021	\$	27,257,094
Project appropriations		5,531,815
Expenditures		3,508,640
Net project adjustments		918,173
Total balance for project		30,198,442
appropriations at June 30, 2022	\$	30,198,442

The available restricted fund balance for street and highway construction in the Regional Road Impact Fee Fund is \$27,179,593 which is less than the total balance for project appropriations by \$3,018,849.

Debt Service restricted funds of \$24,142,243 represents resources legally restricted by bond covenants for future debt service requirements of both principal and interest.

Assigned fund balances represent amounts that are constrained by the RTC's intent to use the funds for specific purposes. The RTC had \$6,403,926 in assigned balances which have been assigned for the purposes of the Paratransit Services Fund, \$93,321 have been assigned for the purposes of the Debt Service Fund, and \$787,962 assigned for purposes of the Metropolitan Planning Organization fund.

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

In addition to the pension benefits described in Note N, the RTC provides other postemployment health benefits (OPEB) for eligible retirees through the RTC Retiree Health Benefit Program (RTC RHBP), a single employer defined benefit OPEB plan, and participates in the State of Nevada's Public Employee Benefit Plan (PEBP), an agent multiple-employer defined benefit OPEB plan.

RTC Retiree Health Benefit Program (RTC RHBP)

Plan Description

In accordance with NRS 287.010, the RTC Commission established and administers a retiree health insurance plan through the RTC Personnel Rules to provide postemployment benefits to eligible employees upon retirement. Retirees are offered medical, vision, and life insurance coverage through a single-employer defined benefit plan. As of June 30, 2022, all employees hired before June 1, 2013 who retire from the RTC and meet the requirements for retirement under the Public Employees Retirement System of Nevada (PERS) are eligible to participate. The plan benefit formula is based on years of service and retirees can choose from a self-funded group health plan or an HMO. The plan does not issue a separate financial report.

Funding Policy

The contribution requirements and benefits of the RTC are established and may be amended by the RTC Commission through the RTC Personnel Rules. The RTC contributes 50% of the health benefit premium for retirees with at least 10 years of service, 75% with 15 years, and 100% with 20 years or more. The benefit is reduced by 50% for part-time employees achieving the required milestones. Benefits are paid on a pay-as-you-go basis.

As of June 30, 2020 actuarial evaluation, the following employees were covered by the benefit terms:

Active employees		63
Retirees		38
Total Participants		101

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

State of Nevada’s Public Employee Benefit Plan (PEBP)

Plan Description

NRS 287.023 allowed retired employees of governmental entities within the State of Nevada to join the State’s Public Employee Benefit Program (PEBP), an agent multiple-employer defined benefit OPEB plan administered by a nine member governing board. PEBP provided medical, prescription, vision, life and accident insurance, and dental for retirees. The Plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the Plan and no financial reports are issued.

Eligibility, benefit provisions, and subsidy requirements are governed by statutes of the State of Nevada and can only be amended through legislation. The statutes were revised effective November 30, 2008, to create new participation limitations so that only active members of PEBP can elect coverage after retirement. While the plan is generally closed to RTC retirees after September 1, 2008, former employees covered by PEBP at the time of their retirement (through a subsequent employer) may join the plan. For a retiree to participate in the PEBP program, the participant must be receiving PERS benefit.

Funding Policy

The RTC is required to provide a subsidy for their retirees that have elected to join PEBP. The subsidy is paid on the pay-as-you-go basis. Contribution requirements for plan members and the participating employers are assessed by the PEBP Board annually. Unsubsidized non-state retiree plan rates in effect for the fiscal year ranged from \$593 to \$748 per month. The contributions required for PEBP subsidies depend on the date of retirement or prior years of Public Employees Retirement System (PERS) service former employees earned while working for the RTC. The subsidy depends on years of service and ranges from a minimum of \$35 for 16 years of service to a maximum of \$177 for 20 years of service. These subsidies are then allocated and billed to all applicable former employers of the retiree.

RTC’s portion of the monthly subsidies ranged from \$2 to \$91 during the 2022 fiscal year. Subsidies for retiree premiums are required to be paid directly to the State when due.

As of June 30, 2020 actuarial evaluation, the following employees were covered by the benefit terms:

Active employees	0
Retirees	7
Total Participants	<u>7</u>

Total OPEB Liability

An actuarial valuation performed as of June 30, 2020 was used to determine the total OPEB liability for both the RTC and PEBP plans for their fiscal year ended June 30, 2022. The plans are funded on a pay-as-you-go basis with zero percent funding for the plan. For fiscal year 2022, the RTC’s cost of the RTC plan was \$287,421 for 38 eligible retirees. The RTC’s cost of the PEBP plan was \$3,877 for 7 eligible retirees. The RTC RHBP total OPEB liability is \$25,671,243. The PEBP total OPEB liability is \$68,470. RTC’s total OPEB liability for both plans is \$25,739,713.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Actuarial Assumptions

The total OPEB liability in the June 30, 2020 actuarial valuation was determined using the following actuarial methods and assumptions, applied to all periods included in the measurement, unless otherwise specified:

	<u>RTC Plan</u>	<u>PEBP</u>
Funding Method	Entry Age Normal	Entry Age Normal
Discount Rate	2.18% as of June 30, 2020	2.66% as of June 30, 2020
Salary Increase	Not Applicable	Not Applicable
General Inflation Rate	2.5% per year	2.5% per year
Municipal Bond Index	S&P General Obligation Municipal Bond 20 Year High Grade	S&P Municipal Bond 20 Year High Grade Index
Mortality Rate	Headcount Weighted RP 2014 Healthy Annuitant, set forward 1 year; projected with MacLeod Watts Scale 2020	Headcount Weighted RP 2014 Healthy Annuitant, set forward 1 year; projected with MacLeod Watts Scale 2020
Healthcare Cost Trend	5.7% for 2022, decreasing 0.1% per year to 4.00% by 2076	Before Medicare: 5.7% for 2022, decreasing 0.1% per year to 4.00% by 2076. After Medicare: 4.5% per year
Medicare Eligibility and Enrollment	Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at 65. Current actives: If eligible for an RTC paid benefit, 100% are assumed to migrate to the Medicare version of their current plan at age 65. Current Medicare enrollment status is assumed to continue for life.	Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at 65. Retirees over 65 who are not eligible for Medicare are assumed to remain ineligible.

Mortality rates were based on the most recently published report of the Nevada Public Employees Retirement System, dated June 30, 2019, except for a different basis used to project future mortality improvements. The discount rate was based on the published change in return for the applicable municipal bond index.

The actuarial assumptions used for the fiscal year ending June 30, 2022 were measured as of June 30, 2020, based on a June 30, 2020 measurement date for both plans.

Changes in OPEB Liabilities

Changes in the Total OPEB Liability - RTC PLAN:

Balance at June 30, 2021	\$ 25,108,973
Service Cost	416,972
Interest	672,020
Differences between expected and actual experience	(1,954,115)
Changes of assumptions	1,951,462
Benefit Payments	(524,069)
Net Changes	562,270
Balance at June 30, 2022	\$ 25,671,243

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Changes in OPEB Liabilities (continued)

Changes in the Total OPEB Liability - PEBP:

Balance at June 30, 2021	\$ 66,766
Interest	1,726
Changes of assumptions	3,708
Plan Experience	-
Benefit Payments	(3,730)
Net Changes	1,704
Balance at June 30, 2022	\$ 68,470

Changes in assumptions reflect a change in expected migration to Medicare at age 65 from 0% to 65% of current pre-65 retirees, a change in inflation rate from 2.75% to 2.5% per year, a change in salary increases from 4% to 3%, a change in the discount rate from 2.66% as of June 30, 2020 to 2.18% as of June 30, 2021, based on the published change in the return for the applicable municipal bond index, as well as change in mortality rate based on a switch from the MacLeod Watts Scale 2018 to the MacLeod Watts Scale 2020 and an assumed healthcare trend increase of 0.25% per year for 2020 through 2023.

Sensitivity of the total OPEB liabilities to changes in the discount rate. The following presents the total OPEB liabilities of the plans, as well as what each plan's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.18 percent) or 1-percentage-point higher (3.18 percent) than the current discount rate:

	Current - 1% 1.18%	Current 2.18%	Current +1% 3.18%
RTC PLAN - Total OPEB Liability	\$ 30,512,402	\$ 25,671,243	\$ 21,832,243
PEBP - Total OPEB Liability	\$ 77,339	\$ 68,470	\$ 61,097

Sensitivity of the total OPEB liabilities to changes in the healthcare cost trend rates. The following presents the total OPEB liabilities of the plans, as well as what each plan's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	Current Trend -1%	Current Trend	Current Trend +1%
RTC PLAN - Total OPEB Liability	\$ 21,527,758	\$ 25,671,243	\$ 30,935,286
PEBP - Total OPEB Liability	\$ 61,495	\$ 68,470	\$ 76,681

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2022

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2022, the RTC recognized OPEB expense of \$764,194. At June 30, 2022, the RTC reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	RTC PLAN	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 7,927,987	\$ 220,656
Differences between expected and actual experiences	699,502	398,616
Net difference between projected and actual earnings on investments	-	-
Benefits paid subsequent to the measurement date	546,291	-
Total	\$ 9,173,780	\$ 619,272

	PEBP PLAN	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ -	\$ -
Differences between expected and actual experiences	-	-
Net difference between projected and actual earnings on investments	-	-
Benefits paid subsequent to the measurement date	3,876	-
Total	\$ 3,876	\$ -

\$550,167 reported as deferred outflows of resources related to benefits paid subsequent to measurement date will be recognized as a reduction of other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be the total OPEB liability in the year ended June 30, 2023. OPEB expense as follows:

Year ended June 30,	
2023	\$ 1,629,317
2024	1,776,419
2025	1,823,905
2026	1,831,212
2027	836,906
Thereafter	110,458



REQUIRED SUPPLEMENTARY INFORMATION

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2022

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS - PEBP^{1,2}

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB liability					
Service Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	1,726	1,898	2,037	2,274	2,116
Changes of benefit terms	-	-	-	-	-
Differences between expected and actual experiences	-	(1,554)	-	(5,598)	-
Changes of assumptions or other inputs	3,708	514	1,553	3,406	(3,835)
Benefit payments	<u>(3,730)</u>	<u>(4,206)</u>	<u>(3,642)</u>	<u>(5,112)</u>	<u>(4,069)</u>
Net change in total OPEB liability	1,704	(3,348)	(52)	(5,030)	(5,788)
Total OPEB liability - beginning	66,766	70,114	70,166	75,196	80,984
Total OPEB liability - ending	<u>\$ 68,470</u>	<u>\$ 66,766</u>	<u>\$ 70,114</u>	<u>\$ 70,166</u>	<u>\$ 75,196</u>

¹ GASB Statement No. 75 requires 10 years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

² The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

Note: There are no assets accumulated in a trust to pay related benefits.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2022

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS-RTC Plan ^{1,2}

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB liability					
Service Cost	\$ 416,972	\$ 410,545	\$ 378,080	\$ 476,389	\$ 518,107
Interest	672,020	433,143	435,390	451,548	403,526
Changes of benefit terms	(1,954,115)	-	-	-	-
Differences between expected and actual experiences	-	1,020,374	-	(984,820)	-
Changes of assumptions or other inputs	1,951,462	8,344,164	485,035	727,940	(1,140,051)
Benefit payments	(524,069)	(427,078)	(406,008)	(371,592)	(369,079)
Net change in total OPEB liability	562,270	9,781,148	892,497	299,465	(587,497)
Total OPEB liability - beginning	25,108,973	15,327,825	14,435,328	14,135,863	14,723,360
Total OPEB liability - ending	<u>\$ 25,671,243</u>	<u>\$ 25,108,973</u>	<u>\$ 15,327,825</u>	<u>\$ 14,435,328</u>	<u>\$ 14,135,863</u>
Covered employee payroll	\$ 6,211,005	\$ 6,199,104	\$ 4,545,798	\$ 4,105,655	\$ 3,857,000
Net OPEB liability as a percentage of covered payroll	413.32%	405.04%	337.19%	351.60%	366.50%

¹ GASB Statement No. 75 requires 10 years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

² The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

Note: There are no assets accumulated in a trust to pay related benefits.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2022

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - LAST TEN YEARS ^{1, 2}

	<u>2021 Valuation</u>	<u>2020 Valuation</u>	<u>2019 Valuation</u>	<u>2018 Valuation</u>	<u>2017 Valuation</u>	<u>2016 Valuation</u>	<u>2015 Valuation</u>	<u>2014 Valuation</u>
RTC's proportion of the net pension liability	0.08679%	0.08658%	0.08581%	0.08096%	0.08207%	0.08636%	0.08468%	0.08501%
RTC's proportionate share of the net pension liability	\$ 7,914,280	\$ 12,059,522	\$ 11,701,660	\$ 11,040,636	\$ 10,915,835	\$ 11,621,332	\$ 9,704,188	\$ 8,860,041
RTC's covered payroll	\$ 6,211,005	\$ 6,199,104	\$ 5,910,545	\$ 5,364,778	\$ 5,262,122	\$ 5,279,436	\$ 5,076,193	\$ 5,003,226
RTC's proportionate share of the net pension liability as a percentage of its covered payroll	127.42%	194.54%	197.98%	205.80%	207.44%	220.12%	191.17%	177.09%
Plan fiduciary net position as a percentage of the total pension liability	86.50%	77.04%	76.46%	75.24%	74.42%	72.20%	75.10%	76.30%

SCHEDULE OF THE REGIONAL TRANSPORTATION COMMISSION'S CONTRIBUTION - LAST TEN YEARS ²

State of Nevada Public Employees' Retirement System (PERS)

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required contribution	\$ 904,880	\$ 908,360	\$ 902,301	\$ 826,108	\$ 751,034	\$ 736,697	\$ 732,190	\$ 643,712
Contributions in relation to the statutorily required contribution	\$ 904,880	\$ 908,360	\$ 902,301	\$ 826,108	\$ 751,034	\$ 736,697	\$ 732,190	\$ 643,712
Contribution (deficiency) excess	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's covered payroll	\$ 6,091,457	\$ 6,211,005	\$ 6,199,104	\$ 5,910,545	\$ 5,364,778	\$ 5,262,122	\$ 5,279,436	\$ 5,076,193
Contributions as a percentage of covered payroll	14.88%	14.63%	14.63%	14.00%	14.00%	14.00%	13.87%	12.68%

¹ The amounts presented for each fiscal year is of the valuation determined one year in arrears from the basic financial statements. For example, the fiscal year 2018 basic financial statements are based on the 2017 valuation.

² GASB Statement No. 68 requires ten years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.



SUPPLEMENTARY INFORMATION



SUPPLEMENTARY INFORMATION - NON-MAJOR GOVERNMENTAL FUNDS

Metropolitan Planning Organization Fund

This fund is used to account for resources provided for transportation planning.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**BALANCE SHEET
NONMAJOR GOVERNMENTAL FUND
METROPOLITAN PLANNING ORGANIZATION FUND**

June 30, 2022

Assets

Cash in custody of County Treasurer	\$	232,301
Cash in bank and on hand		927,991
Accounts receivable		40,000
Due from federal government		267,827
Interest receivable		553
Prepays		37,883
Total assets	\$	<u>1,506,555</u>

Liabilities

Accounts payable	\$	93,579
Due to other funds		543,987
Total liabilities		<u>637,566</u>

Deferred Inflows of Resources

Unavailable revenue - federal grants	1,572
Unavailable revenue - other reimbursements	40,000
Total deferred inflows of resources	<u>41,572</u>

Fund balance

Nonspendable:		
Prepays		37,883
Restricted for:		
Federal grants match		1,572
Assigned:		
Subsequent years actual & budget: appropriation of fund balance		787,962
Total fund balance		<u>827,417</u>
Total liabilities, deferred inflows of resources and fund balance	\$	<u>1,506,555</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Metropolitan Planning Organization Fund)**

Year ended June 30, 2022

	Budgeted Amounts		Actual Amounts	Variance to Final Budget
	Original	Final		
Revenues				
Regional transportation planning operating and capital grants:				
Federal Transit Administration	\$ 74,000	\$ 74,000	\$ -	\$ (74,000)
Federal Highway Administration	1,187,500	1,187,500	1,440,573	253,073
Office of the Secretary of Transportation	-	-	148,000	148,000
Investment income/(loss)	7,000	7,000	(9,414)	(16,414)
Miscellaneous	1,000	1,000	-	(1,000)
Total revenues	<u>1,269,500</u>	<u>1,269,500</u>	<u>1,579,159</u>	<u>309,659</u>
Expenditures				
Current:				
Metropolitan planning	<u>3,673,793</u>	<u>3,673,793</u>	<u>3,097,384</u>	<u>576,409</u>
Total expenditures	<u>3,673,793</u>	<u>3,673,793</u>	<u>3,097,384</u>	<u>576,409</u>
Deficiency of revenues under expenditures	<u>(2,404,293)</u>	<u>(2,404,293)</u>	<u>(1,518,225)</u>	<u>886,068</u>
Other financing sources				
Transfers in	<u>400,000</u>	<u>400,000</u>	<u>810,000</u>	<u>410,000</u>
Total other financing sources	<u>400,000</u>	<u>400,000</u>	<u>810,000</u>	<u>410,000</u>
Net change in fund balance	(2,004,293)	(2,004,293)	(708,225)	1,296,068
Fund balance - beginning	261,336	261,336	1,535,642	1,274,306
Fund balance - ending	<u>\$ (1,742,957)</u>	<u>\$ (1,742,957)</u>	<u>\$ 827,417</u>	<u>\$ 2,570,374</u>



**SUPPLEMENTARY INFORMATION - CAPITAL ASSETS USED IN
THE OPERATION OF GOVERNMENTAL FUNDS**

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE BY SOURCES**

June 30, 2022

Governmental funds capital assets

Land	\$ 2,282,090
Buildings and leasehold improvements	8,374,294
Revenue vehicles	6,842,543
Other equipment	2,384,225
Construction in progress	<u>453,358</u>

Total governmental funds capital assets \$ 20,336,510

**Investments in governmental capital assets
by source**

General fund	\$ 3,662,114
Special revenue funds	<u>16,674,396</u>

Total governmental funds capital assets \$ 20,336,510

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE BY FUNCTION AND ACTIVITY**

June 30, 2022

Function and Activity	Land	Buildings and Leasehold Improvements	Revenue Vehicles	Other Equipment	Construction in Progress	Total
General government	\$ 1,407,500	\$ 1,351,886	\$ -	\$ 902,728	\$ -	\$ 3,662,114
Metropolitan planning	-	-	-	195,099	-	195,099
Transportation services	874,590	7,022,407	6,842,443	1,286,499	453,358	16,479,297
Total governmental funds capital assets	<u>\$ 2,282,090</u>	<u>\$ 8,374,293</u>	<u>\$ 6,842,443</u>	<u>\$ 2,384,326</u>	<u>\$ 453,358</u>	<u>\$ 20,336,510</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE OF CHANGES BY FUNCTION AND ACTIVITY**

Year ended June 30, 2022

<u>Function and Activity</u>	<u>Governmental Funds Capital Assets July 1, 2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Governmental Funds Capital Assets June 30, 2022</u>
General government	\$ 3,662,114	\$ -	\$ -	\$ 3,662,114
Metropolitan planning	195,099	-	-	195,099
Transportation services	16,188,586	560,206	(269,496)	16,479,296
Total governmental funds capital assets	<u>\$ 20,045,799</u>	<u>\$ 560,206</u>	<u>\$ (269,496)</u>	<u>\$ 20,336,510</u>



OTHER REPORTING INFORMATION

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

With comparative actual amounts for the year ended June 30, 2021

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2021 Actual Amounts</u>
Labor	\$ 2,491,203	\$ 2,593,139	\$ 101,936	\$ 2,487,764
Fringe	1,186,924	1,358,567	171,643	1,200,666
Services	1,905,465	3,329,577	1,424,112	2,006,165
Materials and supplies	60,318	80,289	19,971	51,569
Utilities	31,374	25,284	(6,090)	28,496
Insurance costs	34,006	34,600	594	27,398
Miscellaneous expense	330,806	417,939	87,133	357,314
Street and highway projects	72,053,269	106,700,535	34,647,266	62,811,384
Total current expenditures	<u>\$ 78,093,365</u>	<u>\$ 114,539,930</u>	<u>\$ 36,446,565</u>	<u>\$ 68,970,756</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
DEBT SERVICE FUND**

Year ended June 30, 2022

With comparative actual amounts for the year ended June 30, 2021

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2021 Actual Amounts</u>
Principal	\$ 7,540,000	\$ 7,540,000	\$ -	\$ 7,185,000
Interest	14,294,935	15,403,772	1,108,837	15,764,784
Debt service fees and other fiscal charges	25,433	55,000	29,567	25,027
Total current expenditures	<u>\$ 21,860,368</u>	<u>\$ 22,998,772</u>	<u>\$ 1,138,404</u>	<u>\$ 22,974,811</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2022

With comparative actual amounts for the year ended June 30, 2021

	Actual Amounts	Final Budget	Variance to Final Budget	2021 Actual Amounts
Labor	\$ 242,245	\$ 408,731	\$ 166,486	\$ 266,742
Fringe	115,539	183,976	68,437	129,548
Services	78,865	190,962	112,097	111,865
Materials and supplies	4,209	8,806	4,597	2,821
Utilities	3,056	3,437	381	3,070
Miscellaneous expense	15,447	23,868	8,421	15,905
Capacity improvement projects	3,508,640	4,974,461	1,465,821	5,843,519
Capital contribution projects	-	8,715,000	8,715,000	-
Total current expenditures	<u>\$ 3,968,001</u>	<u>\$ 14,509,241</u>	<u>\$ 10,541,240</u>	<u>\$ 6,373,470</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Paratransit Services Fund)**

**Year ended June 30, 2022
With comparative actual amounts for the year ended June 30, 2021**

	Actual Amounts	Final Budget	Variance to Final Budget	2021 Actual Amounts
Labor	\$ 760,863	\$ 646,696	\$ (114,167)	\$ 621,631
Fringe	362,895	293,427	(69,468)	301,906
Services	323,944	335,763	11,819	247,910
Materials and supplies	172,614	447,183	274,569	170,210
Utilities	30,242	38,883	8,641	15,275
Casualty/liability insurance	60,075	68,976	8,901	54,133
Miscellaneous expense	348,290	401,157	52,867	283,678
Purchased transportation services	6,634,784	10,044,814	3,410,030	7,187,018
Total current expenditures	<u>\$ 8,693,707</u>	<u>\$ 12,276,899</u>	<u>\$ 3,583,192</u>	<u>\$ 8,881,761</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - NONMAJOR FUND
(Metropolitan Planning Organization Fund)**

Year ended June 30, 2022

With comparative actual amounts for the year ended June 30, 2021

	Actual Amounts	Final Budget	Variance to Final Budget	2021 Actual Amounts
Labor	\$ 1,144,558	\$ 1,284,058	\$ 139,500	\$ 1,182,635
Fringe	557,906	583,585	25,679	586,013
Services	1,099,557	1,333,109	233,552	843,777
Materials and supplies	37,592	88,841	51,249	14,175
Utilities	14,442	10,705	(3,737)	13,612
Casualty/liability insurance	16,817	17,243	426	13,690
Miscellaneous expense	226,512	356,251	129,739	239,000
Total current expenditures	<u>\$ 3,097,384</u>	<u>\$ 3,673,792</u>	<u>\$ 576,408</u>	<u>\$ 2,892,902</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND**

Year ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance to Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Investment income/(loss)	\$ 70,000	\$ 70,000	\$ (207,702)	\$ (277,702)
Total revenues	<u>70,000</u>	<u>70,000</u>	<u>(207,702)</u>	<u>(277,702)</u>
Expenditures				
Current:				
Debt service:				
Principal	7,540,000	7,540,000	7,540,000	-
Interest	15,403,772	15,403,772	14,294,935	1,108,837
Debt service fees and other fiscal charges	55,000	55,000	25,433	29,567
Total expenditures	<u>22,998,772</u>	<u>22,998,772</u>	<u>21,860,368</u>	<u>1,138,404</u>
Deficiency of revenues under expenditures	<u>(22,928,772)</u>	<u>(22,928,772)</u>	<u>(22,068,070)</u>	<u>860,702</u>
Other financing sources				
Transfers in	22,998,772	22,998,772	23,466,628	467,856
Total other financing sources	<u>22,998,772</u>	<u>22,998,772</u>	<u>23,466,628</u>	<u>467,856</u>
Net change in fund balance	70,000	70,000	1,398,558	1,328,558
Fund balance - beginning	<u>20,643,786</u>	<u>20,643,786</u>	<u>22,837,006</u>	<u>2,193,220</u>
Fund balance - ending	<u>\$ 20,713,786</u>	<u>\$ 20,713,786</u>	<u>\$ 24,235,564</u>	<u>\$ 3,521,778</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
PROPRIETARY FUND
(Public Transit Fund)**

**Year ended June 30, 2022
With comparative actual amounts for the year ended June 30, 2021**

	2022			2021
	Final Budget	Actual Amounts	Variance to Final Budget	Actual Amounts
Operating revenues				
Passenger fares	\$ 4,465,090	\$ 2,129,004	\$ (2,336,086)	\$ 3,044,093
Bus advertising	220,000	167,050	(52,950)	178,240
Rental income	401,508	401,510	2	400,729
Miscellaneous	4,200	114,056	109,856	73,655
Total operating revenues	<u>5,090,798</u>	<u>2,811,620</u>	<u>(2,279,178)</u>	<u>3,696,717</u>
Operating expenses				
General administration	38,015,934	27,354,290	10,661,644	32,944,659
Depreciation	9,000,000	8,666,303	333,697	7,772,300
Total operating expenses	<u>47,015,934</u>	<u>36,020,593</u>	<u>10,995,341</u>	<u>40,716,959</u>
Operating loss	<u>(41,925,136)</u>	<u>(33,208,973)</u>	<u>8,716,163</u>	<u>(37,020,242)</u>
Nonoperating revenues				
Operating subsidies:				
Federal government grants	20,013,964	12,482,164	(7,531,800)	19,484,023
Other revenue:				
Public transportation tax	6,864,471	20,540,332	13,675,861	8,037,155
Public transportation taxes pledged	11,864,471	14,693,554	2,829,083	13,037,154
Investment income/ (loss)	450,000	(1,574,140)	(2,024,140)	42,819
Gain on sale of capital assets	20,000	(70,877)	(90,877)	(6,223,525)
Total nonoperating revenues	<u>39,212,906</u>	<u>46,071,033</u>	<u>6,858,127</u>	<u>34,377,626</u>
Income (loss) before capital contributions and transfers	(2,712,230)	12,862,060	15,574,290	(2,642,616)
Capital contributions				
Federal grants	18,875,405	8,928,815	(9,946,590)	17,028,411
Total capital contributions	<u>18,875,405</u>	<u>8,928,815</u>	<u>(9,946,590)</u>	<u>17,028,411</u>
Transfers out	<u>(60,000)</u>	<u>(120,000)</u>	<u>(60,000)</u>	<u>(375,000)</u>
CHANGE IN NET POSITION	<u>\$ 16,103,175</u>	<u>\$ 21,670,875</u>	<u>\$ 5,567,700</u>	<u>\$ 14,010,795</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENSES BY OBJECT CLASSES - BUDGET AND ACTUAL
PROPRIETARY FUND
(Public Transit Fund)**

Year ended June 30, 2022

With comparative actual amounts for the year ended June 30, 2021

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2021 Actual Amounts</u>
Labor	\$ 2,137,019	\$ 2,762,827	\$ 625,808	\$ 2,162,670
Fringe	796,491	1,852,269	1,055,778	1,654,412
Services	3,325,442	4,483,651	1,158,209	3,088,999
Materials and supplies	1,301,695	2,024,535	722,840	1,224,714
Utilities	382,991	491,312	108,321	323,178
Casualty/liability insurance	207,102	274,180	67,078	192,545
Miscellaneous expenses	293,966	497,762	203,796	315,760
Purchased transportation services	18,909,584	25,629,396	6,719,812	23,982,381
Operating expenses before depreciation and amortization	<u>27,354,290</u>	<u>38,015,932</u>	<u>10,661,642</u>	<u>32,944,659</u>
Depreciation and amortization	8,666,303	9,000,000	333,697	7,772,300
Total operating expenses	<u>\$ 36,020,593</u>	<u>\$ 47,015,932</u>	<u>\$ 10,995,339</u>	<u>\$ 40,716,959</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF SPECIAL AND REGULAR MOTOR
VEHICLE FUEL TAX COLLECTIONS BY MONTH**

Year ended June 30, 2022

Date Collected by State of Nevada	RTC Special Motor Vehicle Fuel Tax - 4¢	RTC Special Motor Vehicle Fuel Tax - 5¢	RTC Special Motor Vehicle Fuel Tax - CPI Index ¹	RTC Special Motor Vehicle Fuel Tax - PPI Index ²	Local Regular Motor Vehicle Fuel Tax - 5.35¢	Local Regular Motor Vehicle Fuel Tax - 1¢	Local Regular Motor Vehicle Fuel Tax - Index	Total
July 2021	\$ 655,115	\$ 833,783	\$ 1,415,828	\$ 6,066,208	\$ 778,192	\$ 165,433	\$ 998,942	\$ 10,913,501
August 2021	625,599	796,217	1,349,491	5,731,485	749,412	157,985	952,138	10,362,327
September 2021	581,677	740,316	1,254,658	5,395,450	690,354	146,888	885,228	9,694,570
October 2021	591,189	752,423	1,276,083	5,486,156	709,652	149,290	900,344	9,865,137
November 2021	535,461	681,496	1,155,055	5,086,182	654,732	135,094	814,952	9,062,972
December 2021	549,586	699,473	1,193,473	4,951,001	675,353	142,781	842,059	9,053,725
January 2022	573,485	729,890	1,237,051	5,143,679	642,645	144,819	872,805	9,344,374
February 2022	545,093	693,755	1,176,016	4,922,084	624,704	137,649	829,742	8,929,043
March 2022	547,047	696,241	1,180,013	5,189,224	659,066	138,143	832,562	9,242,296
April 2022	607,130	772,711	1,309,742	5,644,633	706,109	153,316	924,092	10,117,733
May 2022	581,238	739,758	1,253,991	5,463,872	701,296	146,777	884,757	9,771,691
June 2022	589,135	749,808	1,270,812	5,563,850	683,526	148,771	896,625	9,902,527
	<u>\$ 6,981,755</u>	<u>\$ 8,885,871</u>	<u>\$ 15,072,213</u>	<u>\$ 64,643,826</u>	<u>\$ 8,275,040</u>	<u>\$ 1,766,948</u>	<u>\$ 10,634,244</u>	<u>\$ 116,259,897</u>

Allocation

Regional Transportation Commission, Washoe County, Nevada

General Fund	\$ 93,303,664
Regional Road Impact Fee Fund	600,000
Other governmental funds	1,680,000
	<u>95,583,664</u>

Distributed to the City of Reno, City of Sparks
and Washoe County, Nevada

	<u>20,676,233</u>
	<u>\$ 116,259,897</u>

Notes:

- ¹ From October 2003 through December 2009, the Washoe County Tax Ordinance provided that the rate of levy of the 9 cent motor vehicle fuel tax would be increased on the first day of each fiscal year by the lesser of (i) 4.5 percent or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years.
- ² On November 4, 2008, the voters of Washoe County approved Washoe County Ballot Question RTC-5 which imposed additional county taxes on motor vehicle fuel and various special fuels used in motor vehicles. These taxes cause annual increases in the current amount of taxes imposed on such fuels based upon the lesser of the average increase in the Producer Price Index for construction materials for the preceding 10 years or 7.8%. SB201 carried out the ballot question and it became effective January 1, 2010. The new basis for calculation is the 9 cent per gallon rate indexed by the CPI through December 31, 2009 for a base rate of 10.5621 cents per gallon.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

	Right- of-way Acquisition	Engineering and Inspection	Construction	Total
All Jurisdictions				
2021 Preventive Maintenance	\$ -	\$ 297,894	\$ 4,120,490	\$ 4,418,384.00
2022 Preventive Maintenance	-	346,784	489,927	836,711.00
2022 Corrective Maintenance	-	81,999	-	81,999.00
Bus Stop 19-01	3,250	488,316	2,774,779	3,266,345.00
T/E spot intersection improvements 10	-	109,343	1,568,145	1,677,488.00
	<u>3,250</u>	<u>1,324,336</u>	<u>8,953,341</u>	<u>10,280,927</u>
City of Reno				
Arlington Bridges	-	778,748	-	778,748.00
Bicycle/Pedestrian Improvement -Mill St/Kietzke Ln./Terminal Wy.	-	367,662	-	367,662.00
Center St. Multi-Modal	-	21,922	-	21,922.00
Golden Valley/Beckwourth	-	177,539	575,366	752,905.00
Golden Valley - Yorkshire/Virginia	-	114,038	699,116	813,154.00
Kings Row - Keystone Ave/Wyoming Ave	-	295,932	3,213,478	3,509,410.00
Kings Row Phase 2 (Wyoming Ave to McCarran Blvd)	1,000	264,591	1,414,997	1,680,588.00
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee	-	927,966	8,569,057	9,497,023.00
LiDAR Living Lab & Imple	-	81,157	-	81,157.00
Mill Street Complete Street - Keitze Ln/Terminal Wy.	-	283,966	3,516,803	3,800,769.00
Newport Lane	7,757	145,606	1,139,914	1,293,277.00
Oddie/Wells Corridor Multi-Modal	-	472,334	4,389,284	4,861,618.00
Peckham Lane	79,951	98,739	-	178,690.00
Reno Consolidated 20-01 - Mayberry Dr./California Ave/First St.	16,202	272,529	2,753,123	3,041,854.00
Reno Consolidated 21-01 - Lund/Armstrong/Yuma	-	22,390	27,507	49,897.00
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.	-	182,899	1,668,996	1,851,895.00
Reno Consolidated 23-01 - Sutro St./Enterprise Rd	-	83,750	-	83,750.00
Arrowcreek Parkway - Rubbleston Dr./S. Virginia St.	-	162,965	-	162,965.00
Holcomb Ave Rehab - Liberty St./Burns St.	-	171,237	-	171,237.00
California Ave Rehab - Newlands Cir./Arlington Ave.	-	122,543	-	122,543.00
S. Virginia St. NB Widening - Longley Ln/ I-580 NB off ramp	-	17,448	-	17,448.00
Reno Sparks Indian Colony Riverside Pathway	57,240	12,399	-	69,639.00
Traffic Management 3	-	26,960	404,705	431,665.00
Traffic Management 4	-	126,344	-	126,344.00
Traffic Signal Modification 22-01	-	11,455	-	11,455.00
Virginia St/ Midtown/UNR	-	80,049	260,070	340,119.00
West Fourth Street	-	2,492	-	2,492.00
	<u>162,150</u>	<u>5,325,660</u>	<u>28,632,416</u>	<u>34,120,226</u>
City of Sparks				
4Tth St. - Greenbrae Dr./Gault Wy.	-	167,508.00	-	167,508
Oddie/Wells Corridor Multi-Modal	-	472,334.00	4,389,284.00	4,861,618
Prater Way - Howard Dr./Sparks Blvd	-	23,305.00	(574.00)	22,731
Sparks Blvd Capacity Improvement	105,192	1,847,397.00	9,324.00	1,961,913
Sparks Consolidated 19-01 - 15th St.	-	-	(1,000.00)	(1,000)
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.	-	10,729.00	1,163.00	11,892
Traffic Management 3	-	26,961.00	404,705.00	431,666
Traffic Management 4	-	18,049.00	-	18,049
Traffic Signal Modification 22-01	-	85,914.00	-	85,914
	<u>105,192</u>	<u>2,652,197</u>	<u>4,802,902</u>	<u>7,560,291</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

	<u>Right- of-way Acquisition</u>	<u>Engineering and Inspection</u>	<u>Construction</u>	<u>Total</u>
Washoe County				
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee Dr.	\$ -	\$ 927,966	\$ 8,569,058	\$ 9,497,024
Sun Valley Corridor Multi-Modal	-	31,999	-	31,999
	<u>-</u>	<u>959,965</u>	<u>8,569,058</u>	<u>9,529,023</u>
NV Department of Transportation				
Pyramid Hwy./US 395 connector	-	509,521	-	509,521
Spaghetti Bowl Xpress	-	-	10,000,000	10,000,000
Traffic Management 4	-	36,098	-	36,098
Traffic Signal Modification 22-01	-	17,183	-	17,183
	<u>-</u>	<u>562,802</u>	<u>10,000,000</u>	<u>10,562,802</u>
 Total All Projects	 <u>\$ 270,592</u>	 <u>\$ 10,824,960</u>	 <u>\$ 60,957,717</u>	 <u>\$ 72,053,269</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2022

	Right- of-way Acquisition	Engineering and Inspection	Construction	Impact Fee Credits/Waivers	Total
North Service Area					
North Valley improvements 2 & 3	\$ -	\$ 63,907	\$ 778,146	\$ -	\$ 842,053
T/E spot intersection improvements 9 - 1	-	3,180	37,700	-	40,880.00
T/E spot intersection improvements 10	-	59,654	790,208	-	849,862.00
Sky Vista	123,516	203,642	85,331	-	412,489.00
Impact Credits/Waivers	-	-	-	462,721	462,721.00
	<u>123,516</u>	<u>330,383</u>	<u>1,691,385</u>	<u>462,721</u>	<u>2,608,005</u>
South Service Area					
T/E spot intersection improvements 9 - 2	-	11,076	-	-	11,076
T/E spot intersection improvements 10	233,298	249,428	245	-	482,971
Steamboat Pkwy Improvement	-	406,588	-	-	406,588
	<u>233,298</u>	<u>667,092</u>	<u>245</u>	<u>-</u>	<u>900,635</u>
 Total All Projects	<u>\$ 356,814</u>	<u>\$ 997,475</u>	<u>\$ 1,691,630</u>	<u>\$ 462,721</u>	<u>\$ 3,508,640</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

	Reserve for Project Appropriations July 1, 2021	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2022
All Jurisdictions					
2020 Preventive maintenance					
Engineering and inspection	\$ 172,514	\$ -	\$ -	\$ (172,514)	\$ -
Construction	230,865	-	-	(230,865)	-
2021 Preventive maintenance					
Engineering and inspection	411,294	-	297,894	(113,400)	-
Construction	4,164,106	-	4,120,490	(43,616)	-
2022 Preventive maintenance					
Engineering and inspection	500,000	-	346,784	231,037	384,253
Construction	6,000,000	-	489,927	(315,000)	5,195,073
2023 Preventive maintenance					
Engineering and inspection	-	2,000,000	-	-	2,000,000
Construction	-	4,500,000	-	-	4,500,000
2022 Corrective Maintenance					
Engineering and inspection	500,000	-	81,999	1,200,000	1,618,001
Construction	1,200,000	-	-	(1,200,000)	-
2023 Corrective Maintenance					
Engineering and inspection	-	700,000	-	-	700,000
Construction	-	1,300,000	-	-	1,300,000
2023 Roadway reconstruction projects -					
Engineering and inspection	-	-	-	-	-
Construction	1,200,000	-	-	(1,200,000)	-
ADA Access Transit/Pedestrian Connectivity					
Engineering and inspection	500,000	-	-	-	500,000
Construction	1,500,000	-	-	-	1,500,000
Bus Stop Improvement Connectivity Program TO3					
Right-of-way acquisition	7,250	-	3,250	(4,000)	-
Engineering and inspection	2,053,349	316,599	488,316	(1,436,000)	445,632
Construction	2,295,453	1,835,000	2,774,779	1,123,401	2,479,075
Traffic Management 1/2A/2B					
Engineering and inspection	254	-	-	(254)	-
Construction	58,979	-	-	(58,979)	-
T/E spot intersection improvements 10					
Engineering and inspection	183,650	-	109,343	(19,200)	55,107
Construction	1,686,545	4,187,638	1,568,145	19,200	4,325,238
Traffic Management 5					
Engineering and inspection	300,000	-	-	-	300,000
Construction	1,200,000	-	-	-	1,200,000
2023 Traffic Engerring & ITS					
Engineering and inspection	-	700,000	-	-	700,000
Construction	-	9,300,000	-	-	9,300,000
Total All Jurisdictions	24,164,259	24,839,237	10,280,927	(2,220,190)	36,502,379
City of Reno					
1st Street Rehab and Signal Replacement					
Engineering and inspection	-	300,000	-	-	300,000
Construction	-	1,100,000	-	-	1,100,000
Arlington Bridge Replacement					
Engineering and inspection	1,534,746	-	778,748	2,000,000	2,755,998
Construction	23,000,000	-	-	(2,000,000)	21,000,000
Arrowcreek Parkway - Rubblestone Dr./S. Virginia St.					
Engineering and inspection	-	486,000	162,965	-	323,035
Construction	-	3,032,822	-	-	3,032,822
Bicycle/Pedestrian Improvement -Mill St/Kietzke Ln./Terminal Wy.					
Right-of-way acquisition	14,476	-	-	-	14,476
Engineering and inspection	423,496	-	283,966	3,369	142,899
Construction	4,450	4,550,000	3,516,803	(3,369)	1,034,278
California Ave Rehab - Newlands CIR./Arlington Ave.					
Engineering and inspection	-	352,500	122,543	-	229,957
Construction	-	1,472,500	-	-	1,472,500

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

	Reserve for Project Appropriations July 1, 2021	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2022
Center Street multi-modal improvements					
Engineering and inspection	\$ 2,691,420	\$ -	\$ 21,922	\$ -	\$ 2,669,498
Golden Valley/Beckwourth					
Engineering and inspection	402,392	-	177,539	(38,760)	186,093
Construction	581,240	64,000	575,366	38,760	108,634
Golden Valley - Yorkshire/Virginia					
Engineering and inspection	307,658	-	114,038	(193,620)	-
Construction	753,710	-	699,116	(54,594)	-
Holcomb Ave Rehab - LibertySt./Burns St.					
Engineering and inspection	-	486,000	171,237	-	314,763
Construction	-	3,044,594	-	-	3,044,594
Keystone Bridge Replacement					
Engineering and inspection	-	500,000	-	-	500,000
Kings Row - Keystone Ave/Wyoming Ave					
Engineering and inspection	345,942	-	295,932	(50,010)	-
Construction	3,421,919	-	3,213,478	(208,441)	-
Kings Row Phase 2 (Wyoming Ave to McCarran Blvd)					
Right-of-way acquisition	-	-	1,000	1,000	-
Engineering and inspection	454,173	-	264,591	-	189,582
Construction	3,210,360	-	1,414,997	-	1,795,363
Lemmon Dr.- US 395 to Military Rd/Fleetwood to Chickadee					
Right-of-way acquisition	1,909	-	-	(380)	1,529
Engineering and inspection	1,485,852	-	927,966	(18)	557,868
Construction	8,805,443	6,000	8,569,058	68,465	310,850
LiDAR Living Lab & Imple					
Engineering and inspection	261,792	-	81,157	-	180,635
Mill Street Widening					
Engineering and inspection	50,000	1,539,140	367,662	-	1,221,478
Newport Lane					
Right-of-way acquisition	-	-	7,757	7,757	-
Engineering and inspection	174,856	-	145,606	(29,250)	-
Construction	1,295,000	-	1,139,914	(155,086)	-
Oddie/Wells corridor multi-modal improvements					
Engineering and inspection	223,396	382,063	472,334	1,682,572	1,815,697
Construction	24,015,749	-	4,389,284	(1,682,572)	17,943,893
Peckham Lane					
Right-of-way acquisition	-	40,740	79,951	49,667	10,456
Engineering and inspection	316,158	-	98,739	(37,674)	179,745
Construction	1,870,000	276,000	-	(11,993)	2,134,007
Reno Consolidated 20-01-Mayberry Dr./California Ave First St.					
Right-of-way acquisition	155,201	-	16,202	(132,855)	6,144
Engineering and inspection	447,847	-	272,529	15,980	191,298
Construction	3,255,000	777,198	2,753,123	116,875	1,395,950
Reno Consolidated 21-01 - Lund/Amstrong/Yuma					
Engineering and inspection	95,882	-	22,390	(73,492)	-
Construction	176,544	-	27,507	(149,037)	-
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.					
Engineering and inspection	467,802	-	182,899	-	284,903
Construction	4,389,455	-	1,668,996	(1,300,000)	1,420,459
Reno Consolidated 23-01 - Sutro St./Enterprise Rd.					
Engineering and inspection	-	381,000	83,750	-	297,250
Construction	-	2,405,294	-	-	2,405,294
Reno Sparks Indian Colony riverside pathway					
Engineering and inspection	139,840	-	57,240	-	82,600
Construction	239,524	-	12,399	-	227,125
Sierra Bridge Replacement					
Engineering and inspection	-	175,000	-	-	175,000
S. Virginia St. NB Widening-LongleyLn./I-580 NB off ramp					
Engineering and inspection	-	2,000,000	17,448	-	1,982,552
Construction	-	-	-	-	-
Traffic Management 3					
Engineering and inspection	64,676	-	26,960	-	37,716
Construction	666,650	-	404,705	-	261,945
Traffic Management 4					
Engineering and inspection	200,485	-	126,344	-	74,141
Construction	946,675	249,900	-	-	1,196,575

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2022

	Reserve for Project Appropriations July 1, 2021	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2022
Traffic Signal Modification 22-01					
Engineering and inspection	\$ 200,000	\$ -	\$ 11,455	\$ (150,000)	\$ 38,545
Construction	112,500	-	-	(37,500)	75,000
Traffic Signal Installation 22-01					
Engineering and inspection	1,200,000	1,200,000	-	-	2,400,000
Virginia St. Bus Rapid Transit extension					
Engineering and inspection	1,466,832	-	80,049	45,394	1,432,177
Construction	3,511,788	-	260,070	4,050	3,255,768
West 4th St.					
Engineering and inspection	391,841	-	2,492	-	389,349
Total City of Reno	<u>93,774,679</u>	<u>24,820,751</u>	<u>34,120,227</u>	<u>(2,274,762)</u>	<u>82,200,441</u>
City of Sparks					
4th St. - Greenbrae Dr./Gault Wy.					
Engineering and inspection	-	513,000	167,508	-	345,492
Construction	-	2,639,000	-	-	2,639,000
Oddie/Wells Corridor multi-modal improvements					
Engineering and inspection	223,396	382,063	472,334	1,682,572	1,815,697
Construction	24,015,749	-	4,389,284	(1,682,572)	17,943,893
Prater Way - Howard Dr./Sparks Blvd					
Engineering and inspection	28,465	-	23,305	(5,160)	-
Construction	73,158	-	(574)	(73,732)	-
Sparks Blvd.					
Right-of-way acquisition	-	117,285	105,192	-	12,093
Engineering and inspection	6,314,929	78,835	1,847,397	559,630	5,105,997
Construction	6,022,966	5,733,515	9,324	(559,630)	11,187,527
Sparks Consolidated 19-01 - 15th St.					
Engineering and inspection	-	-	-	-	-
Construction	117,347	-	(1,000)	(118,347)	-
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.					
Engineering and inspection	92,596	-	10,729	(81,867)	-
Construction	147,819	-	1,163	(146,656)	-
Traffic Management 3					
Engineering and inspection	64,676	-	26,960	-	37,716
Construction	666,650	-	404,705	-	261,945
Traffic Management 4					
Engineering and inspection	28,641	-	18,049	-	10,592
Construction	135,239	35,700	-	-	170,939
Traffic Signal Modification 22-01					
Engineering and inspection	600,000	-	85,914	(225,000)	289,086
Construction	337,500	-	-	225,000	562,500
Total City of Sparks	<u>38,869,131</u>	<u>9,499,398</u>	<u>7,560,290</u>	<u>(425,762)</u>	<u>40,382,477</u>
Washoe County					
Lemmon Dr.- US 395 to Military Rd/Fleetwood to Chickadee					
Right-of-way acquisition	1,909	-	-	(379)	1,530
Engineering and inspection	1,485,853	-	927,966	(19)	557,868
Construction	8,805,444	6,000	8,569,058	68,465	310,851
Sun Valley Corridor multi-modal improvements					
Engineering and inspection	760,990	-	31,999	500	729,491
Construction	107,860	-	-	-	107,860
Total Washoe County	<u>11,162,056</u>	<u>6,000</u>	<u>9,529,023</u>	<u>68,567</u>	<u>1,707,600</u>

Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)

Year ended June 30, 2022

	Reserve for Project Appropriations July 1, 2021	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2022
NV Department of Transportation					
Pyramid Highway/US 395 connector					
Engineering and inspection	\$ 9,348,644	\$ -	\$ 509,521	\$ -	\$ 8,839,123
Construction	14,100,000	-	-	-	14,100,000
Spaghetti Bowl Xpress					
Construction	15,000,000	-	10,000,000	-	5,000,000
Traffic Management 4					
Engineering and inspection	57,281	-	36,098	-	21,183
Construction	270,479	71,400	-	-	341,879
Traffic Signal Modification 22-01					
Engineering and inspection	-	-	17,183	75,000	57,817
Construction	-	-	-	112,500	112,500
Total NV Department of Transportation	<u>38,776,404</u>	<u>71,400</u>	<u>10,562,802</u>	<u>187,500</u>	<u>28,472,502</u>
 Total All Projects	 <u>\$ 206,746,529</u>	 <u>\$ 59,236,786</u>	 <u>\$ 72,053,269</u>	 <u>\$ (4,664,647)</u>	 <u>\$ 189,265,399</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2022

	Reserve for Project Appropriations July 1, 2021	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2022
North Service Area					
North Valley improvements 2 & 3					
Right of Way	\$ 30	\$ -	\$ -	\$ -	\$ 30
Engineering and inspection	86,820	-	63,907	-	22,913
Construction	2,007,868	-	778,146	-	1,229,722
T/E spot intersection improvements 9					
Right of Way	-	-	-	-	-
Engineering and inspection	70,151	-	3,180	(66,971)	-
Construction	428,709	-	37,700	(391,009)	-
T/E spot intersection improvements 10					
Right of Way	-	-	-	-	-
Engineering and inspection	52,727	-	59,654	13,255	6,328
Construction	772,029	21,702	790,208	(22)	3,501
Sky Vista					
Right of Way	62,000	-	123,516	82,075	20,559
Engineering and inspection	999,889	-	203,642	445,713	1,241,960
Construction	14,721,541	634,873	85,331	372,211	15,643,294
Waiver	-	-	462,721	462,721	-
Total North Service Area	<u>19,201,764</u>	<u>656,575</u>	<u>2,608,005</u>	<u>917,973</u>	<u>18,168,307</u>
South Service Area					
T/E spot intersection improvements 9					
Right of Way	18,547	-	11,076	-	7,471
Engineering and inspection	8,502	-	-	-	8,502
Construction	-	-	-	-	-
T/E spot intersection improvements 10					
Engineering and inspection	2,445,521	-	249,428	(1,921,927)	274,166
Construction	1,649,000	643,125	245	1,922,127	4,214,007
SteamBoat Pkwy Improvement					
Engineering and inspection	1,119,290	1,124,290	406,588	-	1,836,992
Construction	2,814,470	2,869,470	-	-	5,683,940
Total South Service Area	<u>8,055,330</u>	<u>4,875,240</u>	<u>900,635</u>	<u>200</u>	<u>12,030,135</u>
Total All Projects	<u>\$ 27,257,094</u>	<u>\$ 5,531,815</u>	<u>\$ 3,508,640</u>	<u>\$ 918,173</u>	<u>\$ 30,198,442</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
1St Street Rehab and Signal Replacement	\$ -	\$ -	\$ -	\$ 1,400,000
4th St. Prater Way corridor improvement	47,022,701	-	47,022,701	-
4th St. - Greenbrae Dr./Gault Wy.	-	167,508	167,508	2,984,492
ADA pedestrian transition improvement plan 2012	36,631	-	36,631	-
ADA pedestrian transition improvement plan 2013	648,584	-	648,584	-
ADA pedestrian transition improvement plan 2014	515,862	-	515,862	-
ADA pedestrian transition improvement plan 2015	876,304	-	876,304	-
ADA pedestrian transition improvement plan 2021	-	-	-	2,000,000
Albert-Bravo	90,764	-	90,764	-
Alignment, plan line, technical studies	2,412,214	-	2,412,214	-
Alturas - Keystone/Earl	797,128	-	797,128	-
Arlington/1st/Elm Street	3,325,154	-	3,325,154	-
Arlington Bridges	465,254	778,748	1,244,002	23,755,998
Arrowcreek Parkway - Rubbleston Dr./S. Virginia St.	-	162,965	162,965	3,355,857
Avenida de Landa - Beaumont/865' N. Valleywood	643,664	-	643,664	-
Baker Lane/Coleman Drive	1,563,418	-	1,563,418	-
Baring Blvd./McCarran/Sparks Blvd.	735,979	-	735,979	-
Baring Blvd./Sparks/Vista	1,536,322	-	1,536,322	-
Bicycle/Pedestrian Improvement -Mill St/Kietzke Ln./Terminal Wy.	4,396,356	3,800,769	8,197,125	1,191,653
Board Discretionary Projects -				
Washoe County	19,946	-	19,946	-
Reno	12,625	-	12,625	-
Sparks	54,731	-	54,731	-
Boxington Way - Lincoln/Lillard	771,209	-	771,209	-
Bravo Ave. - Mt. Limbo/Ramsey	866,677	-	866,677	-
Bus Stop 19-01	1,212,382	3,266,345	4,478,727	2,924,707
California Ave./Liberty/Ryland	873,386	-	873,386	-
California Ave Rehab - Newlands Cir./Arlington Ave.	-	122,543	122,543	1,702,457
Casazza - Wells/Kietzke	1,595,069	-	1,595,069	-
Cashill/Skyline	2,168,552	-	2,168,552	-
Caughlin Parkway-Sawbuck/Longknife	977,185	-	977,185	-
Caughlin Parkway/Bridge St./Longknife/McCarran/Front St./3rd	1,493,077	-	1,493,077	-
Center Street	2,241,994	-	2,241,994	-
Center Street Multi-modal Improv.	388,580	21,922	410,502	2,669,498
Center Street overlay - Plaza/19th	374,460	-	374,460	-
Clean Water Way - McCarran/Treatment Plant	1,718,022	-	1,718,022	-
Clearacre/Scottsdale	42,000	-	42,000	-
Coliseum/Yori - Peckham/Gentry	760,552	-	760,552	-
Computer signal system	190,000	-	190,000	-
Corrective maintenance FY12	1,708,346	-	1,708,346	-
Corrective maintenance FY13	1,668,466	-	1,668,466	-
Corrective maintenance FY14	1,843,310	-	1,843,310	-
Corrective maintenance FY15	1,183,656	-	1,183,656	-
Corrective maintenance FY22	-	81,999	81,999	1,618,001
Corrective maintenance FY23	-	-	-	2,000,000
County-wide	184,950	-	184,950	-
County bridge - Galena Creek	353,599	-	353,599	-
Country Club Drive	664,059	-	664,059	-
Dandini Blvd.	1,005,190	-	1,005,190	-
Delucchi Lane - Virginia/Tyrone	1,031,031	-	1,031,031	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
Deming Way - Greg/Kleppe	\$ 692,449	\$ -	\$ 692,449	\$ -
Department of Energy traffic and street light retrofit	988,364	-	988,364	-
Donati Lane/Vista Blvd.	1,216,154	-	1,216,154	-
E. Glendale - McCarran/RR Xng	1,226,316	-	1,226,316	-
E.Greg Street	1,293,369	-	1,293,369	-
East Lake Blvd.	783,530	-	783,530	-
E. Lincoln Wy. - McCarran/Howard	236,596	-	236,596	-
E. Lincoln Wy. - Sparks/Lillard	337,446	-	337,446	-
E. Lincoln Wy. - Stanford/Howard	690,659	-	690,659	-
E. Moana Lane	54,764	-	54,764	-
E. Ninth Street	148,162	-	148,162	-
E. Nugget Ave. - McCarran/End of pavement	229,123.00	-	229,123	-
Echo Ave. - Mt. Bismark/Military	982,740	-	982,740	-
El Rancho Drive	1,331,531	-	1,331,531	-
El Rancho Drive - McCarran/Sun Valley Road	871,775	-	871,775	-
El Rancho - Sun Valley/Sullivan	1,408,196	-	1,408,196	-
El Rancho - Sullivan/McCarran	1,341,019	-	1,341,019	-
Emerson Way - Pyramid/N. Truckee	2,101,524	-	2,101,524	-
Evans Avenue	943,829	-	943,829	-
Evans Avenue/Fourth St./Jodi	1,887,228	-	1,887,228	-
Evans St./Highland Ave. - Jodi/Enterprise/Evans/Valley	1,059,969	-	1,059,969	-
First Street - Prater/Richard	912,015	-	912,015	-
Fifth Street - Ralston/RR Xng	1,237,235	-	1,237,235	-
Foothill/Thomas Creek bridge	117,830	-	117,830	-
Franklin Way - Greg/Kleppe	371,847	-	371,847	-
Freeport Blvd.	50,000	-	50,000	-
Freeport and Steneri - 21st/Steneri/Gendale	118,873	-	118,873	-
Galletti Way - Kietzke/Fourth	1,018,720	-	1,018,720	-
Geiger Grade/Toll Road	8,188,519	-	8,188,519	-
Gentry Way and Second St. - Brinkby/Virginia/Giroux/Kietzke	1,060,051	-	1,060,051	-
Gentry/Virginia/Kietzke	864,863	-	864,863	-
Glendale Avenue	4,946,368	-	4,946,368	-
Golden Valley - Beckwourth	22,608	752,905	775,513	294,727
Golden Valley - Yorkshire/Virginia	400,014	813,154	1,213,168	-
Golden Valley - N. Hills/U.S. 395	631,855	-	631,855	-
Green Bicycle/Stamps	183,427	-	183,427	-
Greenbrae - Rock/Fourth	816,660	-	816,660	-
Greenbrae - Rock/Pyramid	21,182	-	21,182	-
Greg Street	4,343,180	-	4,343,180	-
Greg Street - McCarran Intersection/Prater drainage	1,601,467	-	1,601,467	-
Greg Street - Mill/Truckee River	749,884	-	749,884	-
Greg St. Phase I - RR Xng/Sparks Blvd.	2,387,066	-	2,387,066	-
Greg St. Phase II - Sparks Blvd./I80	3,666,549	-	3,666,549	-
Greg Street - Reno limit/McCarran	1,550,952	-	1,550,952	-
Greg Street - Spice Island	687,487	-	687,487	-
Greg Street - Truckee River/Rock	599,797	-	599,797	-
Harvard Way - Linden to Vassar	1,717,554	-	1,717,554	-
Holcomb Ave. - Virginia/Burns	-	171,237	171,237	3,359,357
Howard/Greenbrae/Sparks	441,573	-	441,573	-
Howard Drive/Lincoln/Prater/Vista to east city limits	736,655	-	736,655	-
Hunter Lake - Plumb/Mayberry	768,273	-	768,273	-
Incline traffic signal	5,937	-	5,937	-
Industrial Way/Coney Island/Glendale	793,183	-	793,183	-
International Place/Ice House Road	454,428	-	454,428	-
Intersection corrective maintenance FY10	1,465,920	-	1,465,920	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
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For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
Intersection corrective maintenance FY11	\$ 1,247,428	\$ -	\$ 1,247,428	\$ -
Keystone Avenue/California Avenue/Booth St. intersection	248,679	-	248,679	-
Keystone Avenue rehabilitation	1,036,521	-	1,036,521	-
Keystone Bridge Replacement	-	-	-	500,000
Kings Row - Keystone Ave/Wyoming Ave	817,606	5,189,998	6,007,604	1,984,945
Kirman - Casazza/Plumb	146,912	-	146,912	-
Kirman/Kuenzli/Apple	412,286	-	412,286	-
Kirman/Locust	3,752,490	-	3,752,490	-
Kleppe - Greg/N. Truckee Drain	2,778,473	-	2,778,473	-
Kuenzli Street	119,416	-	119,416	-
Kuenzli Street bridge	496,598	-	496,598	-
Kuenzli Street - 2nd	1,487,274	-	1,487,274	-
Kuenzil StreetConversion	787,864	-	787,864	-
La Posada/Eagle Canyon at Pyramid Hwy.	1,752,339	-	1,752,339	-
Lakeshore Drive	1,134,078	-	1,134,078	-
Lakeside Drive	1,182,372.00	-	1,182,372	-
Lakeside Drive - Brinkby/Mt. Rose	1,991,639	-	1,991,639	-
Lakeside Drive - Evans Creek/McCarran	1,844,108	-	1,844,108	-
Lakeside - Huffaker/Meadowridge	612,170	-	612,170	-
Larkin Circle/Madison Ave. - Greg/Greg	709,203	-	709,203	-
Las Brisas - McCarran/Britannia	818,312	-	818,312	-
Lear Blvd. - Moya/Zelite	1,483,799	-	1,483,799	-
Lemmon Drive - Buck/Patricia	1,495,172	-	1,495,172	-
Lemmon Drive - US 395 to Military Rd/Fleetwood to Chickadee	3,213,592	18,994,047	22,207,639	1,740,497
Lemmon Drive - Patricia/Ramsey	1,019,271	-	1,019,271	-
Lemmon Drive - Patricia/Waterash	1,446,833	-	1,446,833	-
Lemmon Drive, Phase I	357,708	-	357,708	-
Lemmon Drive, Phase II and III	394,729	-	394,729	-
Liberty/Ryland - Center/Holcomb/Kirman/Mill	1,042,238	-	1,042,238	-
Lillard - Brierly/Prater	1,177,261	-	1,177,261	-
Linda Way/Southern Way - Coney Island/Glendale/Freeport	1,201,905	-	1,201,905	-
Longitudinal joint study	65,470	-	65,470	-
Longley Lane - Houston/Rock	2,045,694	-	2,045,694	-
Longley Lane - Huffaker realignment	227,910	-	227,910	-
Longley Lane - S. Virginia St./Peckham Ln.	2,242,374	-	2,242,374	-
Longley - McCarran/Houston	2,150,102	-	2,150,102	-
Longley - McCarran/S. Virginia	3,760,669	-	3,760,669	-
Loop Road/Salomon Circle -Vista/end of pavement/cul de sac	629,758	-	629,758	-
Los Altos Pkwy. - Canyon Run/Goodwin	441,188	-	441,188	-
Mae Anne/Sierra Highlands - Avenida de Landa/McCarran	2,551,997	-	2,551,997	-
Mae Anne - Avenida de Landa/Ambassador	675,540	-	675,540	-
Mae Anne - Sharlands/Avenida de Landa	1,578,105	-	1,578,105	-
Mayberry Drive	3,025,256	-	3,025,256	-
Mayberry Dr. - Canyon/W. McCarran	1,659,547	-	1,659,547	-
Mayberry Dr. - Hunter Lake/California	1,073,723	-	1,073,723	-
Mayberry Dr. - McCarran/California	2,628,315	-	2,628,315	-
Mayberry Dr. - Truckee River/Canyon	2,346,483	-	2,346,483	-
Mays and Tanager - Lakeshore/Village	754,427	-	754,427	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
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For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
McCarran Blvd. - Cashill/Plumb	\$ 116,563	\$ -	\$ 116,563	\$ -
McCarran Blvd. - forensic study	36,693	-	36,693	-
McCarran Blvd. - Greensboro/Skyline	852,287	-	852,287	-
McCarran Blvd. - Mira Loma/Equity	1,212,775	-	1,212,775	-
McCarran Blvd. - Mira Loma/ S. Virginia Street	2,158,994	-	2,158,994	-
McCarran Blvd. - Plumas/Greensboro	250,000	-	250,000	-
McCarran Blvd. -I-80/Prater	64,396	-	64,396	-
McCarran Blvd. - S. Virginia/4th	11,611,934	-	11,611,934	-
Military Road	542,342	-	542,342	-
Military Road - Lemmon/Echo	2,780,321	-	2,780,321	-
Mill Street	2,453,504	-	2,453,504	-
Mill Street/Kietzke/Rock	3,233,994	-	3,233,994	-
Mill Street - Rock/E. McCarran	1,919,943	-	1,919,943	-
Mill Street - Wells/Virginia	454,051	-	454,051	-
Mill Street Widening	-	367,662	367,662	1,221,478
Mira Loma - Longley/McCarran	1,506,925	-	1,506,925	-
Mira Loma - McCarran/1,711' E.	398,356	-	398,356	-
Mira Loma - McCarran/Rosewood	476,022	-	476,022	-
Moana Lane	87,781	-	87,781	-
Moana - Neil/Longley	301,376	-	301,376	-
Moana - Neil/Peckham	991,505	-	991,505	-
Moana - Neil/Kietzke	946,617	-	946,617	-
Moana - Peckham/McCarran	6,834	-	6,834	-
Moana - Plumas/Kietzke	1,693,570	-	1,693,570	-
Moana - Plumas/Pioneer	29,500	-	29,500	-
Moana Lane widening - S. Virginia/Neil(1)	(629,985)	-	(629,985)	-
Montello Street - 9th/Wedekind	1,159,797	-	1,159,797	-
Mount Rose St. - Arlington/Plumas	472,072	-	472,072	-
Moya Blvd - Redrock/Echo	2,143,452	-	2,143,452	-
Neil Road - Virginia/Delucci	622,975	-	622,975	-
Neil Road/Gentry/Terminal Way - Moana/Plumb	2,050,483	-	2,050,483	-
Newport Lane	192,349	1,293,277	1,485,626	-
Nichols Blvd. - E. McCarran/Howard	1,965,071	-	1,965,071	-
Nichols Blvd. - Bike/Pedestrian improvements	1,508,713	-	1,508,713	-
Ninth Street - Virginia/Valley	620,911	-	620,911	-
North Hills Boulevard - Golden Valley/1880' West	484,301	-	484,301	-
N. Virginia - 4th/6th/Maple/8th	2,869,570	-	2,869,570	-
Old 395 N. rehabilitation	1,551,287	-	1,551,287	-
Oddie/Wells Corridor Multi-Modal	2,436,708	9,723,236	12,159,944	39,519,180
Pagni Lane	467,304	-	467,304	-
Parr Blvd.	90,219	-	90,219	-
Parr Blvd - N. Virginia/US 395	2,469,681	-	2,469,681	-
Parr Circle/Catron Drive - Parr/Parr	1,266,490	-	1,266,490	-
Peckham Lane - Baker Ln./Virginia	113,842	178,690	292,532	2,324,208
Peckham Lane, Phases I and II	2,704,066	-	2,704,066	-
Peckham Lane - Kietzke/Longley	1,732,873	-	1,732,873	-
Peckham Lane - S. Virginia/Kietzke	774,381	-	774,381	-
Pembroke - McCarran/Steamboat Pkwy	18,357	-	18,357	-
Pembroke Drive	160,056	-	160,056	-
Pembroke/Steamboat Parkway	815,084	-	815,084	-
Pembroke Dr. - McCarran/Boynton Bridge	1,757,774	-	1,757,774	-
Plumas - Glenda/Plumb	1,419,557	-	1,419,557	-
Plumas - Manzanita/Glenda Way	1,026,092	-	1,026,092	-
Plumas - Moana/Urban	1,159,358	-	1,159,358	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

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PROJECT EXPENDITURES - CONTINUED
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For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
Plumas St. sidewalks	\$ 407,385	\$ -	\$ 407,385	-
Plumas - Sierra	993,209	-	993,209	-
Plumas - Moana south to end of pavement	2,467,726	-	2,467,726	
Plumb Lane - Margot/S. Virginia	1,472,271	-	1,472,271	
Plumb Lane - McCarran/Ferris	6,745,829	-	6,745,829	
Prater Way	1,002,507	-	1,002,507	
Prater Way and El Rancho Dr. - Stanford/ Sparks Blvd./Victorian/Prater	5,669,644	22,731	5,692,375	
Prater Way enhancements Ph. 3	1,723,938	-	1,723,938	
Prater Way enhancements Ph. 4	856,858	-	856,858	
Probasco Way	257,713	-	257,713	
Purina Way - Spice Island/E. Greg	1,614,766	-	1,614,766	
Putnam and Wyoming - Kings Row/Keystone	448,572	-	448,572	
Pyramid Highway Corridor	817,093	-	817,093	
Pyramid/McCarran intersection improvements(1)(2)	402,761	-	402,761	-
Pyramid Way - signal improvement	73,305,206	-	73,305,206	
Pyramid/McCarran Blvd.-north urban limit	12,456	-	12,456	
Pyramid Hwy./US 395 connector	1,581,221	-	1,581,221	-
Pyramid Hwy. northbound right turn at Ironwood	2,680,676	509,521	3,190,197	22,939,123
Ralston St./5th St. - 2nd/5th/Keystone/Ralston	140,742	-	140,742	
Ranger Road - Panther/Newport	1,854,752	-	1,854,752	-
Red Rock - Adobe/Argosy	883,361	-	883,361	
Red Rock - Moya/U.S. 395	2,062,105	-	2,062,105	
Red Rock - Osage	461,643	-	461,643	
Red Rock - Silver Knolls/Adobe	1,870,038	-	1,870,038	
Regional RMMS	303,947	-	303,947	
Regional road maintenance - fuel tax	290,439	-	290,439	
Regional road maintenance - public transportation tax	76,507,645	5,255,095	81,762,740	12,079,326
Regional System Photo Study	19,617,423	-	19,617,423	
Reno Consolidated 06-01 - Court/Sierra	60,005	-	60,005	
Reno Consolidated 06-02 - Airmotive/Condor/Bible	2,264,572	-	2,264,572	
Reno Consolidated 07-01 - Corporate/Financial Blvd.	1,762,634	-	1,762,634	
Reno Consolidated 07-02 - Ralston/S. Meadows Pkwy	981,297	-	981,297	
Reno Consolidated 08-01 - Kirman/Sutro/9th	757,306	-	757,306	
Reno Consolidated 09-01 - Vassar/Holcomb	1,888,858	-	1,888,858	
Reno Consolidated 09-02 - Matley/Market/Louise/ Redwood/Automotive	3,428,153	-	3,428,153	
Reno Consolidated 10-01 - Crummer/Green Acres/Huffaker	1,920,049	-	1,920,049	
Reno Consolidated 10-02 - Bluestone/Offenhausser/ Patriot/Portman	785,000	-	785,000	
Reno Consolidated 10-03 - Lakeside/Manzanita	1,866,520	-	1,866,520	
Reno Consolidated 10-04 - Brookside/Energy/Edison/ Joule/Reactor	3,169,011	-	3,169,011	
Reno Consolidated 10-05 - Mira Loma/Barron/Louie	4,370,038	-	4,370,038	
Reno Consolidated 11-01 - First/State	863,130	-	863,130	
Reno Consolidated 11-02 - Brinkby/Lymberry	1,663,549	-	1,663,549	
Reno Consolidated 11-03 - Gould/Kuenzli/Sunshine/Prosperity	2,850,741	-	2,850,741	
Reno Consolidated 19-01 - Sutro/1st/Lake/State St.	1,707,328	-	1,707,328	
Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr.	4,300,137	-	4,300,137	
	3,639,665	-	3,639,665	

**Regional Transportation Commission
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	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
Reno Consolidated 19-03 - Sierra Highlands/Colbert Dr.	\$ 2,603,261	\$ -	\$ 2,603,261	-
Reno Consolidated 20-01 - Mayberry Dr./California Ave/First St.	751,952	3,041,854	3,793,806	1,593,392
Reno Consolidated 21-01 - Lund/Armstrong/Yuma	1,759,654	49,897	1,809,551	-
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.	312,198	1,851,895	2,164,093	1,705,362
Reno Consolidated 23-01 - Sutro St./Enterprise Rd	-	83,750	83,750	2,702,544
Reno overlays	225,997	-	225,997	-
Reno rehabilitation 97-1	1,065,046	-	1,065,046	-
Reno rehabilitation 98-2	1,273,479	-	1,273,479	-
Reno rehabilitation 98-3	1,676,960	-	1,676,960	-
Reno rehabilitation - Lake/Sierra/Sinclair	1,505,712	-	1,505,712	-
Reno Sparks Indian Colony Riverside Pathway	311,742	69,639	381,381	309,725
Reno-Sparks signal link	27,000	-	27,000	-
Ring Road - northeast and northwest quadrants	3,317,635	-	3,317,635	-
Ridgeview Dr. - Plumas/Lakeside	358,494	-	358,494	-
Ridgeview Terrace/Plumas	1,442,660	-	1,442,660	-
Robb Drive - Walnut/S. Las Brisas	4,923,830	-	4,923,830	-
Rock Blvd.	3,016,760	-	3,016,760	-
Rock - Glendale/McCarran Blvd.	3,800,574	-	3,800,574	-
Rock - Glendale/Hymer	841,147	-	841,147	-
Rock Blvd. - Oddie/N. McCarran Blvd.	1,489,587	-	1,489,587	-
Rock Blvd. - Victorian/Oddie	1,944,538	-	1,944,538	-
Second Street bridge	308,140	-	308,140	-
Security Circle - N. Virginia/N. Virginia	835,227	-	835,227	-
Seventh Street - Akard/Keystone	3,573,805	-	3,573,805	-
Seventh Avenue - Sun Valley/Klondike	534,358	-	534,358	-
Sierra - 9th/N. Virginia Street	1,936,791	-	1,936,791	-
Sierra Bridge Replacement	-	-	-	175,000
Silver Lake Blvd. - Silver Shores/1,000'E. of Stead	1,790,071	-	1,790,071	-
Silver Lake Blvd. - 1000' E. of Stead/Sky Vista	764,518	-	764,518	-
S. Stanford Way	699,429	-	699,429	-
S. Virginia Street - Gentry/Brinkby	396,492	-	396,492	-
S. Virginia Street - Wells intersection relocation	2,556,207	-	2,556,207	-
S. Virginia Street -NB Widening-Longley Ln./I -580 NB off ramp	-	17,448	17,448	1,982,552
Southeast Connector phase 1 - Greg/Clean Water Wy.(1)	54,617,002	-	54,617,002	-
Southeast Connector phase 2 - Clean Water Wy./S. Meadows(1)	197,788,152	-	197,788,152	-
Spaghetti Bowl Xpress	15,000,000	10,000,000	25,000,000	5,000,000
Sparks Blvd	2,166,416	1,961,913	4,128,329	16,305,617
Sparks Consolidated 19-01 - 15th St.	3,124,078	(1,000)	3,123,078	-
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.	1,509,585	11,892	1,521,477	-
S.E. McCarran Blvd. - Longley/Mill	3,875,960	-	3,875,960	-
S.E. McCarran Blvd. - Cashill/Plumb	5,237,865	-	5,237,865	-
S.E. McCarran Blvd. - S. Virginia/Longley	53,000	-	53,000	-
S.E. McCarran Blvd. widening - Longley/Greg(1)	24,367,677	-	24,367,677	-
S.W. McCarran Blvd. - Mayberry/US 40	4,599,570	-	4,599,570	-
S.W. McCarran Blvd. - Plumas/US 40	156,659	-	156,659	-
S.W. McCarran Blvd. - Plumas/Skyline	6,663,719	-	6,663,719	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
S.W. McCarran Blvd. - Plumb/Mayberry	\$ 529,845	\$ -	\$ 529,845	\$ -
S.W. McCarran Blvd. - Skyline/Cashill	1,277,939	-	1,277,939	-
S.W. McCarran Blvd. - Skyline/Mayberry	156,959	-	156,959	-
S.W. McCarran Blvd. - S. Virginia/Plumas	1,715,990	-	1,715,990	-
Socrates Dr. - McCarran/Sienna Park	1,914,449	-	1,914,449	-
Sparks Blvd.	2,145,524	-	2,145,524	-
Sparks Blvd. - Baring/Shadow	1,266,801	-	1,266,801	-
Sparks Blvd. - Shadow/Disc	8,432,386	-	8,432,386	-
Sparks Blvd. - I-80/E. Greg	1,286,356	-	1,286,356	-
Sparks Blvd. - I-80/Prater	1,527,293	-	1,527,293	-
Sparks Blvd. - left turn at McCabe	9,677	-	9,677	-
Sparks Blvd. NB lanes - Prater/Baring	1,476,646	-	1,476,646	-
Sparks Consolidated 09-02 - Deming/Bergin/Franklin/Meredith	1,152,136	-	1,152,136	-
Sparks Consolidated 09-03 - Freeport/Steneri	2,231,867	-	2,231,867	-
Sparks Consolidated 10-01 - Pacific/Hymer/15h/16th/ 18th/19th/Pittman/Shaber/Frazer/Crane	5,008,735	-	5,008,735	-
Sparks Consolidated 11-01 - Marietta/Snider	1,720,526	-	1,720,526	-
Sparks Consolidated 12-01 - Greenbrae/Merchant	1,724,835	-	1,724,835	-
Sparks overlay projects	2,007,754	-	2,007,754	-
Sparks rehabilitation project	1,628,273	-	1,628,273	-
Sparks rehabilitation project 3	820,166	-	820,166	-
Spice Island Dr./United Circle - Greg/Franklin/Spice Island	2,395,074	-	2,395,074	-
Stead Blvd. - U.S. 395/Mt. Vida	2,859,984	-	2,859,984	-
Stoker Avenue	245,792	-	245,792	-
Sullivan Lane	30,000	-	30,000	-
Sullivan Lane - Byrd/McCarran	555,480	-	555,480	-
Summit Ridge/Sky Mountain - W. McCarran to 4th	1,524,397	-	1,524,397	-
Sun Valley alignment	21,616	-	21,616	-
Sun Valley Drive	19,554	-	19,554	-
Sun Valley - 8th/Leon	533,064	-	533,064	-
Sun Valley Corridor Multi-Modal	8,630,650	31,999	8,662,649	837,351
Sun Valley - Spanish Springs	50,063	-	50,063	-
Sutro - 9th/McCarran Blvd.	1,606,380	-	1,606,380	-
Sutro Complete St. - Mill/McCarran	1,785,808	-	1,785,808	-
Tahoe-Pyramid link	183,716	-	183,716	-
Tahoe-Pyramid link - I-80/Mt. Rose	99,989	-	99,989	-
Tanburg Dr. - 7th/Mineral	225,718	-	225,718	-
Taylor - Virginia/Holcomb/Kirman	33,557	-	33,557	-
Terminal - Gentry/Mill Street	2,291,418	-	2,291,418	-
Terminal - Plumb/Mill Street	12,105	-	12,105	-
Thomas Creek - S. Saddlehorn/Evening Song	1,242,478	-	1,242,478	-
Traffic Management 1/2/2A/2B(2)	3,300,194	-	3,300,194	-
Traffic Management 3	137,348	863,331	1,000,679	599,321
Traffic Management 4	111,200	180,491	291,691	1,815,309
Traffic Management 5	-	-	-	1,500,000
Traffic Management/LIDAR	188,208	81,157	269,365	180,635
Traffic signals	716,583	-	716,583	-
Traffic Signal Installation 22-01	-	-	-	2,400,000
Traffic Signal Modifications 22-01	-	114,552	114,552	1,135,448
Traffic Engineering & ITS 23	-	-	-	10,000,000
T/E spot intersection improvements 10	129,805	1,677,488	1,807,293	4,380,345
21st - Glendale/Greg	256,987	-	256,987	-
U.S. 395/S. McCarran Blvd./S. Virginia	394,390	-	394,390	-
University Terrace	829,055	-	829,055	-
Victorian Avenue Ph. I - Rock/16th	545,905	-	545,905	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
Victorian Avenue Ph. II - Pyramid/McCarran	\$ 3,383,103	\$ -	\$ 3,383,103	\$ -
Village - Tahoe to Country Club Dr.	1,290,321	-	1,290,321	-
Villanova - Harvard/Terminal	1,150,059	-	1,150,059	-
Virginia Street Bus Rapid Extension-Plumb/Liberty	-	-	-	-
Virginia Street - Arroyo/Liberty	-	-	-	-
Virginia Street - Truckee/I-80	24,418	-	24,418	-
Virginia Street - Truckee River bridge replacement	2,000,000	-	2,000,000	-
Virginia St. Bus Rapid Transit Extension(2)	79,062,370	340,119	79,402,489	4,687,945
Vista - Prater/Baring	1,801,361	-	1,801,361	-
Vista - Baring/Disc/Los Altos	3,438,894	-	3,438,894	-
Vista - I-80/Prater	1,721,671	-	1,721,671	-
Washington Street - 6th/7th	115,848	-	115,848	-
Washoe County regional preventive maintenance	1,828,193	-	1,828,193	-
Wedekind Road - Sullivan/McCarran	339,811	-	339,811	-
Wedekind Road - N. McCarran/Mapali	597,965	-	597,965	-
Wedge - De Spain/Mt. Rose	121,430	-	121,430	-
Wells Avenue overpass	3,163,717	-	3,163,717	-
Wells - Casazza/Second	110,438	-	110,438	-
Wells - 9th/Sutro	889,016	-	889,016	-
Wells - Kuenzli/7th St.	1,273,099	-	1,273,099	-
Wells - Virginia/Kuenzli	5,345,136	-	5,345,136	-
W 4th Street	8,159	2,492	10,651	389,349
W. 7th - Madera/NW McCarran	809,706	-	809,706	-
W. Huffaker - Del Monte/Spring Leaf	909,776	-	909,776	-
W. Moana Lane	188,145	-	188,145	-
West Sun Valley arterial	12,132	-	12,132	-
Whites Creek-Zolezzi/S. Virginia Street	2,376,551	-	2,376,551	-
White Lake Parkway - Village/Brant	1,048,629	-	1,048,629	-
Woodland Ave/Sugar Pine court	-	-	-	-
York Way	1,998,479	-	1,998,479	-
York Way - 18th/4th	116,049	-	116,049	-
Zolezzi Lane rehabilitation and widening	1,164,468	-	1,164,468	-
	<u>\$ 1,080,052,544</u>	<u>\$ 72,053,269</u>	<u>\$ 1,152,105,813</u>	<u>\$ 189,265,399</u>

Notes:

(1) Capacity projects were previously reported in the Regional Road Impact Fee program and were transferred to Streets and Highways in FY14

(2) Combined different phases of the same project expenditures together

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

For the period July 1, 1965 through June 30, 2022

	<u>Expenditures</u>			<u>Unexpended Balance of</u>
	<u>July 1, 1965</u>	<u>July 1, 2021</u>	<u>Total</u>	
	<u>through June 30, 2021</u>	<u>through June 30, 2022</u>		
				<u>Project Appropriations</u>
Arrowcreek Parkway	\$ 2,981,540	\$ -	\$ 2,981,540	\$ -
Bicycle/Pedestrian improvements	2,554,093	-	2,554,093	-
Damonte Ranch/Double R intersection	437,940	-	437,940	-
Farnsworth	61	-	61	-
Geiger Grade realignment	932,412	-	932,412	-
Geiger Grade/Toll Road	1,762,624	-	1,762,624	-
Golden Valley Road	1,615,421	-	1,615,421	-
I580 northbound widening	20,000,000	-	20,000,000	-
Intersection improvement - Veterans/Geiger Grade	5,294,747	-	5,294,747	-
Intersection improvements 97 - all districts	434,168	-	434,168	-
Intersection improvements 98 - all districts	965,019	-	965,019	-
Intersection improvements 02 - all districts	277,711	-	277,711	-
Intersection improvements 03 - all districts	2,944,528	-	2,944,528	-
Intersection improvements 04 - all districts	4,595,415	-	4,595,415	-
Intersection improvements 05 - all districts	271,527	-	271,527	-
Intersection improvements 07 - all districts	283,468	-	283,468	-
Lemmon Drive - Military realignment	3,044,517	-	3,044,517	-
Lemmon Drive - US395 /N. Virginia	182,424	-	182,424	-
Lemmon Drive - Memorial / US 395	360,331	-	360,331	-
Lincoln Way - Marina/Sparks Blvd.	13,200	-	13,200	-
Longley - McCarran/Moana	1,386,833	-	1,386,833	-
McCarran - Kietzke/Lakeside	645,172	-	645,172	-
McCarran - Prater/I-80	208,467	-	208,467	-
McCarran Blvd sidewalk improvement - Nichols/Prater	149,881	-	149,881	-
S.E. McCarran Blvd widening - Longley/Greg(1)	14,858,157	-	14,858,157	-
Moana Lane extension - Longley/Neil	22,756,313	-	22,756,313	-
Moana Lane widening - S. Virginia/Neil	35,932,930	-	35,932,930	-
Neil/Kietzke roundabout	1,404,622	-	1,404,622	-
N. McCarran/N. Virginia intersection	2,450,082	-	2,450,082	-
North Valleys Safety Improvements(all phases)	3,941,782	842,053	4,783,835	1,252,665
Plumb/Terminal ITS	937,133	-	937,133	-
Pyramid Hwy. - La Posada/Eagle Canyon	8,829,283	-	8,829,283	-
Pyramid/McCarran intersection(1)	4,090,380	-	4,090,380	-
Pyramid/McCarran southbound right turn lane	86,413	-	86,413	-
Pyramid Hwy./US 395 connector(1)	7,596,949	-	7,596,949	-
Red Rock - Moya/U.S. 395	710,254	-	710,254	-
Signal coordination project	1,492,556	-	1,492,556	-
Signal - Mt. Rose/Thomas Creek	324,961	-	324,961	-
Sky Vista	1,016,570	412,489	1,429,059	16,905,813
Southeast connector alignment study	1,182,383	-	1,182,383	-
Southeast connector phase 1 - Greg/Clean Water Way ¹	30,199,524	-	30,199,524	-
Southeast connector phase 2 - Clean Water Way/ Veterans Pkwy. ¹	18,810,426	-	18,810,426	-
Sparks Blvd. - Pyramid/Los Altos	4,402,862	-	4,402,862	-
Sun Valley/Clearacre	363,043	-	363,043	-
Sun Valley/Eagle Canyon	7,604	-	7,604	-
Sun Valley/Lemmon Drive	531,198	-	531,198	-
Sun Valley/W. 7th Avenue	364,407	-	364,407	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

For the period July 1, 1965 through June 30, 2022

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2021	July 1, 2021 through June 30, 2022	Total	
System corridor studies	\$ 1,132,593	\$ -	\$ 1,132,593	\$ -
Traffic and pedestrian signal safety upgrade	44,903	-	44,903	-
T/E spot intersection improvements(all phases)	14,460,664	1,791,377	16,252,041	12,039,964
Traffic management center	268,948	-	268,948	-
Traffic management fiber optic connectivity	-	-	-	-
Traffic signals	103,692	-	103,692	-
U.S. 395 NB and SB/Clearacre/Sun Valley	54,632,326	-	54,632,326	-
U.S. 395/Meadowood interchange	15,079,961	-	15,079,961	-
Virginia St. - Peckham/Moana	5,000	-	5,000	-
Virginia Street transit Q-jump	1,069,169	-	1,069,169	-
Virginia Street transit signal priority	1,066,499	-	1,066,499	-
Vista/Baring northbound left turn lane	461,633	-	461,633	-
Vista Blvd. corridor study	136,708	-	136,708	-
Vista/Pah Rah/Disc/Los Altos	2,723,274	-	2,723,274	-
Vista Blvd. widening - Los Altos/Wingfield Springs	9,821,787	-	9,821,787	-
Vista Blvd/Sparks Blvd at Los Altos	763,018	-	763,018	-
White Lake Parkway	46,049	-	46,049	-
Zolezzi Ln./I-580 interchange	62,076	-	62,076	-
Zolezzi Ln. rehabilitation and widening	1,949,394	-	1,949,394	-
Impact fee credits/waivers issued:				
Northwest District	42,141,319	462,721	42,604,040	-
Northeast District	74,982,099	-	74,982,099	-
South District	88,572,036	-	88,572,036	-
	<u>\$ 523,154,479</u>	<u>\$ 3,508,640</u>	<u>\$ 526,663,119</u>	<u>\$ 30,198,442</u>

Notes: (1) Projects were transferred to the Schedule of Changes in Reserves for Project Appropriations - General Fund. Due to insufficient impact fee collections, the projects were funded with either bond funds pledged by fuel tax funds, direct fuel tax funds and/or federal funds.



STATISTICAL SECTION - (*Unaudited*)

STATISTICAL SECTION - Unaudited

This part of Regional Transportation Commission's (RTC) annual comprehensive financial report presents historical perspective, context, and detail to assist in using the information in the financial statements, note disclosures, and required supplementary information to understand and assess the RTC's overall financial health.

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<i>These schedules contain trend information to help understand how the RTC's financial performance and well-being have changed over time.</i>	
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<i>These schedules contain information to help assess the factors affecting the RTC's ability to generate revenue.</i>	
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<i>These schedules contain service and infrastructure data to help understand how the information in the RTC's financial report relates to the services the RTC provides and the activities it performs.</i>	
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Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NET POSITION BY COMPONENT

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Governmental activities										
Net investment in capital assets	\$ 7,308	\$ 7,532	\$ 8,596	\$ 6,822	\$ 6,290	\$ 7,367	\$ 7,146	\$ 4,323	\$ 5,028	\$ 5,882
Restricted	171,402	159,804	136,113	133,571	115,138	142,133	170,601	189,812	203,703	259,684
Unrestricted	<u>(351,618)</u>	<u>(360,285)</u>	<u>(372,506)</u>	<u>(391,330)</u>	<u>(424,725)</u>	<u>(422,778)</u>	<u>(433,608)</u>	<u>(438,024)</u>	<u>(433,877)</u>	<u>(439,896)</u>
Total governmental activities ¹	<u>\$ (172,908)</u>	<u>\$ (192,949)</u>	<u>\$ (227,797)</u>	<u>\$ (250,937)</u>	<u>\$ (303,297)</u>	<u>\$ (273,278)</u>	<u>\$ (255,861)</u>	<u>\$ (243,889)</u>	<u>\$ (225,146)</u>	<u>\$ (174,330)</u>
Business-type activities										
Net Investment in capital assets	\$ 104,016	\$ 101,417	\$ 97,669	\$ 94,094	\$ 89,135	\$ 79,533	\$ 73,696	\$ 74,505	\$ 78,598	\$ 79,595
Unrestricted	<u>46,904</u>	<u>27,832</u>	<u>17,569</u>	<u>13,522</u>	<u>14,020</u>	<u>19,225</u>	<u>17,539</u>	<u>16,178</u>	<u>15,053</u>	<u>15,817</u>
Total business-type activities	<u>\$ 150,920</u>	<u>\$ 129,249</u>	<u>\$ 115,238</u>	<u>\$ 107,616</u>	<u>\$ 103,155</u>	<u>\$ 98,758</u>	<u>\$ 91,235</u>	<u>\$ 90,683</u>	<u>\$ 93,651</u>	<u>\$ 95,412</u>
Primary government										
Net investment in capital assets	\$ 111,324	\$ 108,949	\$ 106,265	\$ 100,916	\$ 95,425	\$ 86,900	\$ 80,842	\$ 78,828	\$ 83,626	\$ 85,477
Restricted	171,402	159,804	136,113	133,571	115,138	142,133	170,601	189,812	203,703	259,684
Unrestricted	<u>(304,714)</u>	<u>(332,453)</u>	<u>(354,937)</u>	<u>(377,808)</u>	<u>(410,705)</u>	<u>(403,553)</u>	<u>(416,069)</u>	<u>(421,846)</u>	<u>(418,824)</u>	<u>(424,079)</u>
Total primary government	<u>\$ (21,988)</u>	<u>\$ (63,700)</u>	<u>\$ (112,559)</u>	<u>\$ (143,321)</u>	<u>\$ (200,142)</u>	<u>\$ (174,520)</u>	<u>\$ (164,626)</u>	<u>\$ (153,206)</u>	<u>\$ (131,495)</u>	<u>\$ (78,918)</u>

¹ See Note O for explanation of negative balances.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITIONS

**Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Program revenues										
Governmental activities										
Charges for services										
Street and highway	\$ 133	\$ 1,516	\$ 1,198	\$ 8,443	\$ 3,787	\$ 2,482	\$ 274	\$ 194	\$ 619	\$ 713
Transportation services	277	282	367	423	426	414	639	651	636	693
Regional Road Impact Fees	10,734	7,999	7,366	4,834	5,550	4,492	2,690	3,979	-	-
Operating grants and contributions	16,194	17,689	27,422	9,226	30,324	30,525	18,184	17,826	18,251	8,145
Capital grants and contributions	431	40	2,249	210	745	228	3,462	25	7	1,563
Total governmental activities	<u>27,769</u>	<u>27,526</u>	<u>38,602</u>	<u>23,136</u>	<u>40,832</u>	<u>38,140</u>	<u>25,249</u>	<u>22,675</u>	<u>19,513</u>	<u>11,114</u>
Business-type activities										
Charges for services										
Passenger fares	2,129	3,044	3,973	5,108	5,615	5,717	5,909	5,978	6,176	5,959
Bus advertising	167	178	246	262	264	190	181	206	216	277
Rental income	402	401	400	357	435	458	455	421	460	460
Operating grants and contributions	12,482	19,484	9,949	4,320	4,088	4,826	3,618	3,404	3,499	3,989
Capital grants and contributions	8,929	17,028	8,398	12,935	7,848	9,882	3,813	980	4,147	5,463
Total business-type activities	<u>24,109</u>	<u>40,135</u>	<u>22,966</u>	<u>22,982</u>	<u>18,250</u>	<u>21,073</u>	<u>13,976</u>	<u>10,989</u>	<u>14,498</u>	<u>16,148</u>
Total program revenues	<u>\$ 51,878</u>	<u>\$ 67,661</u>	<u>\$ 61,568</u>	<u>\$ 46,118</u>	<u>\$ 59,082</u>	<u>\$ 59,213</u>	<u>\$ 39,225</u>	<u>\$ 33,664</u>	<u>\$ 34,011</u>	<u>\$ 27,262</u>
Expenses										
Governmental activities										
Street and highway	\$ 77,459	\$ 70,200	\$ 85,664	\$ 39,637	\$ 118,730	\$ 101,901	\$ 83,266	\$ 67,542	\$ 106,986	\$ 91,016
Transportation services	9,435	9,806	10,258	9,949	10,348	9,279	8,136	7,403	7,372	7,387
Regional Road Impact Fees	3,968	6,373	3,545	2,727	5,154	6,515	3,036	2,067	-	-
Metropolitan planning	3,097	2,893	2,794	2,653	2,226	2,519	3,221	2,707	3,759	2,803
Interest and fiscal charges	14,136	14,112	12,947	18,685	19,284	19,586	19,867	20,134	20,351	14,066
Total governmental activities	<u>108,095</u>	<u>103,385</u>	<u>115,209</u>	<u>73,652</u>	<u>155,743</u>	<u>139,802</u>	<u>117,526</u>	<u>99,853</u>	<u>138,468</u>	<u>115,272</u>
Business-type activities										
Public transportation	36,021	40,717	40,541	39,282	31,465	31,251	30,307	30,202	30,411	30,110
Total expenses	<u>\$ 144,115</u>	<u>\$ 144,102</u>	<u>\$ 155,750</u>	<u>\$ 112,934</u>	<u>\$ 187,208</u>	<u>\$ 171,053</u>	<u>\$ 147,833</u>	<u>\$ 130,055</u>	<u>\$ 168,879</u>	<u>\$ 145,382</u>
Net expenses										
Governmental activities	\$ (80,325)	\$ (75,858)	\$ (76,606)	\$ (50,515)	\$ (114,910)	\$ (101,661)	\$ (92,277)	\$ (77,178)	\$ (118,955)	\$ (104,158)
Business-type activities	(11,912)	(582)	(17,575)	(16,300)	(13,215)	(10,178)	(16,331)	(19,213)	(15,913)	(13,962)
Total net expense	<u>\$ (92,237)</u>	<u>\$ (76,440)</u>	<u>\$ (94,181)</u>	<u>\$ (66,815)</u>	<u>\$ (128,125)</u>	<u>\$ (111,839)</u>	<u>\$ (108,608)</u>	<u>\$ (96,391)</u>	<u>\$ (134,868)</u>	<u>\$ (118,120)</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITION - CONTINUED

**Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General revenues and other changes in net position										
Governmental activities										
Motor vehicle fuel tax	\$ 95,584	\$ 92,080	\$ 85,471	\$ 86,738	\$ 81,180	\$ 75,058	\$ 68,015	\$ 58,934	\$ 49,575	\$ 41,828
Public transportation tax	8,847	18,037	8,769	11,650	9,806	8,989	9,932	8,414	8,786	8,459
Regional Road Impact fees	-	-	-	-	-	-	-	-	8,165	8,598
Unrestricted investment earnings	(4,403)	52	4,304	3,266	465	235	1,971	779	909	207
Miscellaneous revenue	178	162	692	990	162	(260)	193	12	246	3
Gain (loss) on disposal of capital assets	-	-	252	19	8	4	9	-	2	10
Transfers	120	375	11,479	210	300	218	184	188	308	(561)
Total governmental activities	<u>100,326</u>	<u>110,707</u>	<u>110,968</u>	<u>102,874</u>	<u>91,922</u>	<u>84,244</u>	<u>80,304</u>	<u>68,327</u>	<u>67,991</u>	<u>58,544</u>
Business-type activities										
Public transportation tax	35,234	21,074	24,751	20,274	21,278	17,837	16,661	16,270	14,231	12,927
Investment earnings	(1,574)	43	608	545	65	34	304	134	172	35
Miscellaneous revenue	114	74	98	134	30	43	114	18	44	15
Gain (loss) on disposal of capital assets	(71)	(6,224)	-	18	-	6	(12)	10	14	38
Transfers	(120)	(375)	(260)	(210)	(300)	(218)	(184)	(188)	(308)	561
Total business-type activities	<u>33,583</u>	<u>14,593</u>	<u>25,198</u>	<u>20,762</u>	<u>21,074</u>	<u>17,701</u>	<u>16,883</u>	<u>16,244</u>	<u>14,153</u>	<u>13,576</u>
Total primary government	<u>\$ 133,909</u>	<u>\$ 125,300</u>	<u>\$ 136,166</u>	<u>\$ 123,636</u>	<u>\$ 112,996</u>	<u>\$ 101,945</u>	<u>\$ 97,187</u>	<u>\$ 84,571</u>	<u>\$ 82,144</u>	<u>\$ 72,120</u>
Change in net position										
Governmental activities	\$ 20,000	\$ 34,849	\$ 34,359	\$ 52,359	\$ (22,989)	\$ (17,417)	\$ (11,973)	\$ (8,851)	\$ (50,964)	\$ (45,614)
Business-type activities	21,671	14,011	7,622	4,461	7,859	7,523	552	(2,969)	(1,760)	(386)
Total primary government	<u>\$ 41,671</u>	<u>\$ 48,860</u>	<u>\$ 41,981</u>	<u>\$ 56,820</u>	<u>\$ (15,130)</u>	<u>\$ (9,894)</u>	<u>\$ (11,421)</u>	<u>\$ (11,820)</u>	<u>\$ (52,724)</u>	<u>\$ (46,000)</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

FUND BALANCES OF GOVERNMENTAL FUNDS

**Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)**

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
General fund										
Nonspendable	\$ 297	\$ 246	\$ 246	\$ 307	\$ 304	\$ 271	\$ 221	\$ 170	\$ 192	\$ 182
Restricted	119,737	114,854	94,433	87,463	58,704	88,510	112,912	136,930	153,058	215,711
Total general fund	<u>\$ 120,033</u>	<u>\$ 115,100</u>	<u>\$ 94,679</u>	<u>\$ 87,770</u>	<u>\$ 59,008</u>	<u>\$ 88,781</u>	<u>\$ 113,133</u>	<u>\$ 137,100</u>	<u>\$ 153,250</u>	<u>\$ 215,893</u>
 All other governmental funds										
Nonspendable	\$ 299	\$ 241	\$ 205	\$ 218	\$ 374	\$ 384	\$ 133	\$ 124	\$ 199	\$ 157
Restricted	51,665	44,950	41,679	46,108	56,434	53,622	57,689	52,882	50,645	43,973
Assigned	7,285	8,532	4,382	2,767	1,543	2,234	381	2,914	2,360	1,074
Unassigned	-	-	-	-	-	-	(541)	-	-	-
Total all other governmental funds	<u>\$ 59,249</u>	<u>\$ 53,722</u>	<u>\$ 46,266</u>	<u>\$ 49,093</u>	<u>\$ 58,351</u>	<u>\$ 56,240</u>	<u>\$ 57,662</u>	<u>\$ 55,920</u>	<u>\$ 53,204</u>	<u>\$ 45,204</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Revenues										
Motor vehicle fuel tax	\$ 95,584	\$ 92,080	\$ 85,471	\$ 86,738	\$ 81,180	\$ 75,058	\$ 68,015	\$ 58,934	\$ 49,575	\$ 41,828
Public transportation tax	8,847	18,037	8,769	11,650	9,806	8,989	9,932	8,414	8,786	8,459
Impact fees	10,734	7,999	7,366	4,831	5,550	4,492	2,690	3,979	8,165	8,598
Passenger fares	277	282	367	423	426	413	639	651	636	693
Investment income	(4,403)	52	4,304	3,266	465	235	1,971	779	909	207
Reimbursements	116	1,436	2,121	7,628	3,605	2,467	233	161	644	716
Planning, operating and capital grants	15,263	17,433	30,390	9,982	34,534	28,970	19,928	18,711	17,919	12,125
Miscellaneous income	195	179	439	1,005	237	(160)	340	253	531	213
Total revenues	126,614	137,498	139,227	125,523	135,803	120,465	103,748	91,882	87,165	72,839
Expenditures										
Street and highway	82,061	75,344	87,620	51,626	124,837	107,873	85,286	69,386	106,872	90,760
Transportation services	8,694	8,882	8,713	8,659	9,032	7,817	7,158	6,700	6,526	6,247
Metropolitan planning	3,097	2,893	2,794	2,653	2,226	2,402	3,167	2,649	3,672	2,725
Capital outlay	560	(97)	3,362	1,856	242	1,663	3,841	43	9	1,898
Debt service										
Principal	7,540	7,185	6,626	2,303	7,603	6,604	6,309	6,096	5,997	5,788
Interest	14,295	15,765	15,555	19,446	19,790	20,059	20,362	20,584	19,156	12,497
Debt service fees & fiscal charges	25	25	35	1,022	45	42	42	46	34	36
Total expenditures	116,273	109,998	124,706	87,566	163,776	146,459	126,165	105,504	142,266	119,951
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	10,341	27,501	14,521	37,957	(27,973)	(25,994)	(22,417)	(13,622)	(55,101)	(47,112)
Other financing sources (uses)										
Transfers in (out)	120	375	260	210	300	217	184	188	308	225
Debt issuance ¹	-	-	56,235	183,235	-	-	-	-	-	165,000
Bond premium	-	-	12,272	22,507	-	-	-	-	-	11,023
Payment to refunded bond escrow agent	-	-	(79,456)	(224,426)	-	-	-	-	-	-
Sale of capital assets	-	-	252	19	8	4	9	-	2	10
Total other financing sources (uses)	120	375	(10,437)	(18,455)	308	221	193	188	310	176,258
NET CHANGE IN FUND BALANCES	\$ 10,461	\$ 27,876	\$ 4,085	\$ 19,503	\$ (27,664)	\$ (25,773)	\$ (22,224)	\$ (13,434)	\$ (54,791)	\$ 129,146
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES	18.9%	20.9%	0.0%	26.6%	16.8%	18.4%	21.8%	25.3%	17.7%	15.5%

¹ Proceeds from the issuance of debt are detailed in Note I & J.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)

Fiscal Year	Motor Vehicle Fuel Tax	Regional Road Impact Fee Credits ¹	Regional Road Impact Fees	Public Transportation Tax	Total
2022	\$ 95,583,664	\$ -	\$ 10,734,256	\$ 8,846,777	\$ 115,164,697
2021	92,079,885	-	7,999,041	18,037,154	118,116,080
2020	85,470,620	-	7,365,705	8,769,484	101,605,809
2019	86,738,311	-	4,830,616	11,650,266	103,219,193
2018	81,179,894	714,512	4,835,052	9,805,973	96,535,431
2017	75,058,070	452,098	4,039,431	8,989,017	88,538,616
2016	68,015,031	-	2,690,468	9,932,269	80,637,768
2015	58,934,179	953,787	3,025,633	8,414,074	71,327,673
2014	49,574,968	6,790,658	1,374,381	8,786,166	66,526,173
2013	41,827,886	7,470,788	1,126,781	8,459,319	58,884,774
<u>Change</u>					
2013-2022	128.5%	-100.0%	852.6%	4.6%	95.6%

¹ Regional Road Impact Fee Credits are non-cash revenue

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, PROPRIETARY FUNDS

Last ten fiscal years
(Accrual basis of accounting)

Fiscal Year	Public Transportation Tax	Passenger Fares	Federal Operating Government Grant	Bus Advertising	Investment Income	Miscellaneous ⁵	Total
2022	\$ 35,233,886	\$ 2,129,004 ¹	\$ 12,482,164 ⁴	\$ 167,050	\$ (1,574,140)	\$ 444,689	\$ 48,882,653
2021	21,074,309	3,044,093 ²	19,484,023 ⁴	178,240	42,819	(5,749,141)	38,074,343
2020	24,750,890	3,972,632	9,949,185	245,866	607,728	498,152	40,024,453
2019	20,274,451	5,108,047	4,320,161	261,659	544,930	508,491	31,017,739
2018	21,278,436	5,614,832 ³	4,088,110	264,091	65,488	465,798	31,776,755
2017	17,836,832	5,716,864	4,825,788	190,455	33,843	505,727	29,109,509
2016	16,661,346	5,908,612	3,618,038	181,404	303,719	556,570	27,229,689
2015	16,270,368	5,977,902	3,403,457	206,391	134,063	448,611	26,440,792
2014	14,230,831	6,175,971	3,498,641	216,345	172,261	517,092	24,811,141
2013	12,926,595	5,959,133	3,989,322	277,131	35,051	512,661	23,699,893
Change 2013-2022	172.6%	-64.3%	212.9%	-39.7%	-4591.0%	-13.3%	106.3%

¹ The reduction in fares is due to reduce of services during the labor strikes which occurred in fiscal year 2022.

² The reduction in fares is due to significant loss of ridership due to COVID-19.

³ October 6, 2018 Passenger Fare Changes:

* All U.S. Veteran riders qualify for reduced fare; Single ride disabled decreased from \$1.00 to \$0.75; 7-Day full fare pass decreased from \$19.50 to \$14.50; 7-Day regular fare pass decreased from \$9.75 to \$6.00; Single ride RTC ACCESS ID increased from \$0.50 to \$0.75; Transfers were eliminated; 31-Day Disabled pass increased from \$26.00 to \$32.50; 24-Hour pass discontinued; One Day pass expires at midnight.

* Effective 7/1/2014, RTC RIDE and RTC RAPID prepaid passes were reduced by 7%. RTC INTERCITY fare was increased by 25%. RTC Sierra Spirit implemented a 25-cent regular fare and 10-cent reduced fare. RTC ACCESS on RTC RIDE 10-ride pass was reduced from \$5 to \$4.

⁴ Includes CARES act funding used for operating expenses.

⁵ Includes rental income and gain (loss) on sale of assets.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**PRINCIPAL REGIONAL ROAD IMPACT FEE CREDIT RECIPIENTS¹
YEARS 2022 AND 2013**

Last ten fiscal years

Certificate Holders	2022			2013		
	Value of Waivers Issued ³	Rank	% of Total Value	Value of Credits Issued ²	Rank	% of Total Value
NP Reno Industrial, LLC	\$ 462,721	1	100.0%	\$ -		
Kiley Ranch Communities	-	-	0.0%	3,743,021	1	50.0%
Nevada Tri-PARTners	-	-	0.0%	1,835,031	2	25.0%
Pulte Homes	-	-	0.0%	1,262,200	3	17.0%
RTM-HRCF Sky Vista, LLC	-	-	0.0%	630,536	4	8.0%
Total Ten Largest Credit Recipients	\$ 462,721		100.0%	\$ 7,470,788		100.0%
Total Impact Fee Credits Issued	\$ 462,721		100.0%	\$ 7,470,788		100.0%

- ¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.
- ² RRIF Credits may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Benefit District where they were earned. RRIF Credits transferred to a 3rd Party can be used to pay up to 100% of impact fees owed within the Development of Record where they were earned and up to 50% of the impact fees owed outside the Development of Record, but within the Benefit District. RRIF Credits may not be used outside the Benefit District where the RRIF Credits were earned. Unused RRIF Credits expire twenty years from the date of approval of the Capital Contribution Front Ending Agreement (CCFEA). In 2017, a one-time offer to extend the expiration date for an additional 10 years was given to existing credit holders.
- ³ RRIF Waivers may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Development of Record and do not expire. RRIF Waivers transferred to a 3rd Party can be used to pay up to 100% of the impact fees owed within the Development of Record where they were earned. RRIF Waivers may not be used outside the Development of Record. The impact fees owed using RRIF Waivers are based on the fee schedule in effect at the time of the RRIF Offset Agreement for the land uses identified in the agreement. Impact fees owed for any changes to the original land use will be assessed at the current impact fee rate.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

VEHICLE MILES TRAVELED (VMT) UNITS¹

Last ten fiscal years

	2022	2021	2020	2019	2018	2017	2016³	2015	2014	2013
Total VMT units issued in Reno ²	-	-	-	-	2,135	1,546	-	6,885	21,440	27,454
Total VMT units issued outside Reno	-	-	-	-	-	-	-	-	17,984	27,018
Total VMT units	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,135</u>	<u>1,546</u>	<u>-</u>	<u>6,885</u>	<u>39,424</u>	<u>54,472</u>

¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.

² Prior to 2014, impact fees were slightly lower in the City of Reno. Impact Fees were discounted to account for additional payments made by new development within the City of Reno to pay for outstanding debt on Reno's 1985 and 1989 bond issues which were used for road capital improvements and improvements on existing roadways. The City of Sparks and Washoe County had no outstanding debt for road improvements. Beginning 2014, the bonds were paid off.

³ Beginning 2016, VMTs shown represent the RRIF Waivers issued. RRIF Waivers are issued in dollars and are converted to Vehicle Miles Traveled (VMTs) based on the impact fee rate in effect as of the date of the RRIF Offset Agreement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DIRECT AND OVERLAPPING TAX RATES

Last ten fiscal years

Fiscal Year	RTC Direct Sales Tax Rate ¹	Washoe County Sales Tax Rate	RTC Direct Vehicle Fuel Tax Rate ²	Annual RTC Direct Vehicle Fuel Tax Index Incr. ³	Washoe County Vehicle Fuel Tax Rate	Annual Washoe County Vehicle Fuel Tax Index Incr. ³	RTC Direct Impact Fee in Reno Rate ⁴	RTC Direct Impact Fee Outside Reno Rate	RTC Direct Impact Fee in North Area Rate ⁵	RTC Direct Impact Fee in South Area Rate ⁵
2022	0.375%	8.265%	\$ 0.4190	\$ 0.0103	\$ 0.5427	\$ 0.0119	N/A	N/A	\$257.40/VMT	\$251.06/VMT
2021	0.375%	8.265%	0.4087	0.0160	0.5308	0.0185	N/A	N/A	328.34/VMT	320.63/VMT
2020	0.375%	8.265%	0.3927	0.0098	0.5123	0.0113	N/A	N/A	320.71/VMT	313.18/VMT
2019	0.375%	8.265%	0.3829	0.0145	0.5010	0.0168	N/A	N/A	267.58/VMT	303.11/VMT
2018	0.375%	8.265%	0.3684	0.0155	0.4842	0.0179	N/A	N/A	262.69/VMT	297.58/VMT
2017	0.375%	7.725%	0.3529	0.0239	0.4663	0.0403	N/A	N/A	262.69/VMT	297.58/VMT
2016	0.375%	7.725%	0.3289	0.0348	0.4386	0.0403	N/A	N/A	258.20/VMT	292.50/VMT
2015	0.375%	7.725%	0.2942	0.0378	0.3983	0.0438	N/A	N/A	253.39/VMT	287.05/VMT
2014	0.375%	7.725%	0.2564	0.0366	0.3546	0.0423	\$216/VMT	\$227/VMT		
2013	0.375%	7.725%	0.2198	0.0323	0.3123	0.0374	216/VMT	227/VMT		

¹ The RTC's sales tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. Effective November 1, 1982, the Board of County Commissioners imposed a sales tax of 1/4 cent for mass transit or the construction of public roads. Effective July 1, 2003, the Board of County Commissioners imposed an additional 1/8 cent sales tax.

² The RTC's motor vehicle fuel tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. In 1965, a \$0.01 per gallon fuel tax was levied for the purpose of constructing and improving the street and highway transportation facilities within Washoe County. In 1971, it was increased to \$0.02 per gallon and in 1982 to \$0.04 per gallon. In April of 1994, a temporary additional \$0.05 per gallon was approved then made permanent in September of 1995. Reference note 3 below. Annual rates reflect year-to-year cumulative indexing.

³ Effective October 1, 2003, the Board of County Commissioners approved fuel tax indexing which imposed additional new taxes on motor vehicle fuel. On the first day of each fiscal year, motor vehicle fuel tax was increased by (i) the lesser of 4.5 percent or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years. At the November 2008 election, County voters approved RTC5 and the State Legislature enacted the bill which revised the indexing provisions for the 9-cent motor vehicle fuel tax. The county was thereby authorized to impose additional taxes on motor vehicle fuel and special fuels for the benefit of the Commission, and provided for annual increases in such taxes to be calculated using a formula based on (i) the lesser of 7.8% or (ii) a rolling 10-year average of the changes in the Producer Price Index for Street and Highway Construction. The PPI adjustments were imposed on the CPI adjusted rate of 10.5621 cents per gallon. The PPI adjusted rate went into effect with April 2010 fuel tax collections. Rates shown reflect the annual change in the index.

⁴ The imposition of an impact fees for the construction of new roads and to make capacity improvements is established by State legislation. RTC impact fee rates may only be changed with the approval of ordinances adopted by all participating local governments. The 2003 passage of WC-2 allowed for the indexing of impact fee and NRS 278B.225 was established to allow automatic inflationary adjustments to the fees. Rates shown are based on a single-family detached home.

⁵ Effective January 31, 2022 the 7th edition of the Regional Road Impact Fee (RRIF) System General Administrative Manual (GAM) was revised to decrease Impact fee rates by 2.16%.

Source: Nevada Department of Taxation and Regional Transportation Commission

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

RATIOS OF OUTSTANDING DEBT BY TYPE

Last ten fiscal years
(Amounts expressed in thousands)

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Governmental activities										
Revenue bonds	\$ 304,675	\$ 312,215	\$ 319,400	\$ 346,612	\$ 390,732	\$ 398,335	\$ 404,939	\$ 411,248	\$ 417,344	\$ 423,341
Less Deferred amounts										
Bond Premium	30,048	31,551	33,055	22,016	9,180	9,558	9,937	10,316	10,694	11,137
Bond Discount				(9)	(25)	(41)	(56)	(72)	(88)	(103)
Total primary government	<u>\$ 334,723</u>	<u>\$ 343,766</u>	<u>\$ 352,455</u>	<u>\$ 368,619</u>	<u>\$ 399,887</u>	<u>\$ 407,852</u>	<u>\$ 414,820</u>	<u>\$ 421,492</u>	<u>\$ 427,950</u>	<u>\$ 434,375</u>
Percentage of personal income	<u>1.0618%</u>	<u>1.1507%</u>	<u>1.2689%</u>	<u>1.4424%</u>	<u>1.7733%</u>	<u>1.9179%</u>	<u>2.0571%</u>	<u>2.2094%</u>	<u>2.2724%</u>	<u>2.2131%</u>
Per capita	<u>\$ 0.69</u>	<u>\$ 0.72</u>	<u>\$ 0.75</u>	<u>\$ 0.79</u>	<u>\$ 0.86</u>	<u>\$ 0.89</u>	<u>\$ 0.92</u>	<u>\$ 0.95</u>	<u>\$ 0.98</u>	<u>\$ 1.00</u>

Details regarding the RTC's outstanding debt can be found in the notes to the financial statements. See the Schedule of Demographic and Economic Statistics on page 116 for personal income and population data.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**COMPUTATION OF GENERAL OBLIGATION
DIRECT AND OVERLAPPING DEBT**

**As of June 30, 2022
(amounts expressed in thousands)**

Name of Governmental Unit	Debt Outstanding	Presently Self-Supporting Debt	Percent Applicable to Washoe County ¹	Applicable Net Debt
Direct ²				
Regional Transportation Commission				
Revenue bonds ³	\$ 304,675	\$ 304,675	0%	\$ 304,675
Total Direct Debt	<u>304,675</u>	<u>304,675</u>		<u>304,675</u>
Overlapping				
Washoe County School District	1,121,165	-	100%	1,121,165
Reno-Sparks Convention & Visitors Authority	78,867	78,867	100%	-
City of Reno	33,483	-	100%	33,483
City of Reno supported by specific revenue	339,846	339,846	100%	-
City of Reno - Special Assessment bonds ⁴	5,442	5,442	100%	-
City of Sparks	10,396,880	-	100%	10,396,880
City of Sparks - Sewer and Utility bonds	1,910,080	1,910,080	100%	-
Incline Village General Improvement District	3,442	3,442	100%	-
State of Nevada	1,258,860	267,040	14.05%	139,747
Total Overlapping Debt	<u>15,148,065</u>	<u>2,604,717</u>		<u>11,691,275</u>
 Total Direct and Overlapping debt	 <u>\$ 15,452,740</u>	 <u>\$ 2,909,392</u>		 <u>\$ 11,995,950</u>

¹ Based on FY 2021-22 assessed valuation in the respective jurisdiction.

² Includes all governmental debt activities and amounts are net of related discounts, premiums and deferred refunding charges.

³ Revenue bonds are not general obligation, but are special limited obligation of the County payable solely from the pledged revenue.

⁴ Special assessment bonds are not general obligations of Washoe County, or of the Cities of Reno and Sparks. If however, the special assessments collected, with all other available resources were insufficient to meet debt service requirements on these bonds, the respective bond ordinances require that the deficiency be made up with the governments' general funds.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PLEGGED REVENUE BOND COVERAGE AND LIMITATIONS

Last ten fiscal years

Debt Service			Motor Vehicle Fuel Tax ¹			Public Transportation Tax ³	Limitations ⁴	Bond Coverage ⁵			
Fiscal Year	Principal	Interest	Total Debt Service	RTC 9¢ + Index ²	Washoe County 5.35¢ + 1¢	Total Net Pledged Fuel Tax Revenues	Total Net Pledged Public Transportation Tax Revenues	Revenues in Excess of Debt Service	Bond Coverage Actual	Bond Coverage Required	Excess Coverage
2022	\$ 7,540,000	\$ 14,294,935	\$ 21,834,935	\$ 95,583,664	N/A	\$ 95,583,664	\$ 14,693,554	\$ 88,442,283	438%	200%	238%
2021	7,185,000	15,764,784	22,949,784	92,079,885	N/A	92,079,885	13,037,154	82,167,255	401%	200%	201%
2020	6,626,000	15,554,662	22,180,662	85,470,620	N/A	85,470,620	11,077,938	74,367,896	385%	200%	185%
2019	2,303,000	19,445,659	21,748,659	86,738,311	N/A	86,738,311	10,450,532	75,440,184	399%	200%	199%
2018	7,603,000	19,789,748	27,392,748	81,179,894	N/A	81,179,894	10,211,947	63,999,093	296%	125%	171%
2017	6,604,000	20,058,757	26,662,757	75,058,070	N/A	75,058,070	9,378,033	57,773,346	282%	125%	157%
2016	6,309,000	20,362,279	26,671,279	68,015,031	N/A	68,015,031	8,864,538	50,208,290	255%	125%	130%
2015	6,096,000	20,584,244	26,680,244	58,934,179	N/A	58,934,179	8,228,147	40,482,082	221%	125%	96%
2014	5,997,000	19,156,381	25,153,381	49,574,968	N/A	49,574,968	7,672,332	32,093,919	197%	125%	72%
2013	5,788,000	12,496,721	18,284,721	41,827,886	N/A	41,827,886	7,128,638	30,671,803	229%	125%	104%

- ¹ The amounts of these taxes have increased over the years. In 1977, the rates were 2¢ and 1½¢. In 1982, these were raised to 4¢ and 1½¢. In 1983, they were increased again to the level of 4¢ and 3¢. In 1986 the 3¢ motor vehicle fuel tax previously distributed to the RTC for bond covenant provisions was distributed by the State of Nevada directly to Washoe County and the Cities of Reno and Sparks, as provided for in Chapter 365 of the Nevada Revised Statutes. The 3¢ rate was increased to 4.28¢ in 1988 and 5.35¢ in 1989. In April 1994, the 4¢ was raised to 9¢. In 1983, the 1¢ rate was implemented for Washoe County roads.
- ² The bond covenant provisions of the 2018, 2019 and 2010 Series E and F revenue bonds identify as net pledged revenues motor vehicle fuel taxes consisting of the 9¢ per gallon motor vehicle fuel tax together with prior annual increases to that base rate calculated as the lesser of: (i) 4.5% increase or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years. Pursuant to a ballot measure in November 2008 and subsequent enactment of Chapter 501 at the State Legislature, additional taxes were imposed on motor vehicle fuel and special fuels for the benefit of the RTC which provided for annual increases using a formula based on the lesser of (i) 7.8% or (ii) a rolling 10-year average of changes in the Producer Price Index (PPI) for Street and Highway Construction. The PPI rate went into effect January 1, 2010 and is adjusted on July 1, annually.
- ³ The bond covenant provisions of the 2010 Series H revenue bonds identify as net pledged revenues sales taxes imposed at a rate of one-eighth of one percent (.0125%) and income derived from any additional Sales Tax imposed by the County should the RTC Board choose to include the additional tax in pledged revenues. The RTC Board may elect to include additional taxes in pledged revenues for the remaining term of the 2010H bonds by adoption of a resolution or ordinance to include such tax.
- ⁴ The following limitations on bond coverage are calculated in these columns:
a. Nevada Revised Statutes 373.130 states that revenues from vehicle fuel tax must be adequate to meet the payment of outstanding debt as it becomes due.
b. Washoe County Bond Ordinance requires that the net pledged revenues derived in any twelve consecutive months of the last eighteen months of fiscal year immediately preceding the date of the issuance of such additional parity securities shall have been at least sufficient to pay an amount equal to 200% of the combined maximum annual principal and interest requirements of the outstanding bonds and any other outstanding parity securities of the County and the parity securities proposed to be issued (excluding any reserves therefore).
- ⁵ The Actual Bond Coverage and Excess Coverage are calculated as follows:
a. Bond Coverage – Actual is equal to the Total Net Pledged Fuel Tax Revenues divided by Total Debt Service.
b. Excess Coverage is equal to the difference between Bond Coverage – Actual and Bond Coverage – Required.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DEMOGRAPHIC AND ECONOMIC STATISTICS

**Last ten fiscal years
(Dollars Expressed in Thousands)**

Fiscal Year	Population¹	Personal Income²	Per Capita Personal Income²	Median Age³	Total Labor Force⁴	Unemployment Rate (Percent)⁴	Construction Activity - Total Value⁵	Number of New Family Units⁵
2022	486,492	\$ 31,523,753	66	38.5	254,381	3.3%	\$ 678,435	596
2021	478,355	29,875,442	63	38.6	265,182	4.9%	719,607	692
2020	472,069	27,776,003	60	38.1	255,915	3.2%	450,868	617
2019	464,630	25,556,498	55	38.0	250,005	3.6%	458,823	572
2018	460,237	22,549,907	48	37.9	239,119	4.2%	345,710	481
2017	459,142	21,265,239	46	37.5	223,409	4.0%	301,127	378
2016	451,248	20,164,911	45	37.5	213,923	6.4%	231,742	320
2015	444,008	19,077,494	43	37.4	213,773	6.4%	246,628	255
2014	436,647	18,832,669	43	37.6	206,624	7.2%	203,086	120
2013	433,731	19,627,834	45	37.6	219,550	9.8%	126,468	74

Sources:

¹ FY 2013 Annual population, Data Analysis 2013 US Census-Nevada, per Governor Certified Population of Nevada's Counties, Cities and Towns 2013.

FY 2014 data source: Washoe County Community Development.

FY 2015 - FY 2022 data source: Nevada State Demographer's Office-NV Small Business Development Center

² FY 2013 - FY 2014: Washoe County Community Development Demographic Information

FY 2014 - FY 2022: BEA 2012 Estimate with Compound Annual Growth Rate applied

³ FY 2013: Center for Regional Studies, University of Nevada, Reno

FY 2014 - FY 2018: Trend applied to U.S. Census Bureau, American Community Survey 5-Year Estimates

FY 2019 - FY 2022: United States Census Bureau

⁴ Total represents the average labor force during the fiscal year. Nevada State Department of Employment, Training and Rehabilitation (DETR)

⁵ Washoe County Building and Safety Department

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PRINCIPAL EMPLOYERS

Current year and nine years ago

Employer	December, 2021			December, 2012		
	Employees ¹	Rank	Percentage of Total County Employment	Employees ¹	Rank	Percentage of Total County Employment
Washoe County School District	8,750	1	3.85%	7,750	1	3.89%
University of Nevada - Reno	4,750	2	2.09%	4,250	2	2.13%
Renown Medical Center	3,250	3	1.43%	2,750	3	1.38%
Washoe County	2,750	4	1.21%	2,250	4	1.13%
Peppermill Hotel Casino - Reno	2,500	5	1.10%	2,250	5	1.13%
Nugget Casino	2,500	6	1.10%			
Grand Sierra Resort	2,500	7	1.10%	1,250	9	0.63%
Harrah's	2,500	8	1.10%			
St. Mary's Regional Medical Center	2,500	9	1.10%			
Silver Legacy Resort Casino	2,500	10	1.10%	1,750	7	0.88%
Eldorado Hotel & Casino	-	-	-	1,250	10	0.63%
Atlantis Casino Resort	-	-	-	1,750	8	0.88%
International Game Technology PLC ²			-	2,250	6	1.13%
Total Washoe County Covered Employment	227,275			199,079		

¹ Nevada Revised Statutes Chapter 612 stipulates that actual employment for individual employers may not be published. The Nevada Department of Employment Training and Rehabilitation outsources the publication of this information to Inforgroup. Inforgroup publishes employee counts in ranges of 5000. The number of employees are estimated using the midpoint.

² International Game Technology was acquired by Gtech in 2015 becoming International Game Technology PLC.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

FULL TIME EQUIVALENT GOVERNMENT EMPLOYEES BY DEPARTMENT

Last ten fiscal years

Department	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Executive	4.50	4.50	4.50	4.00	4.00	4.00	4.00	2.00	2.00	2.00
Administrative Services ¹	13.00	7.25	7.25	6.75	6.75	6.75	6.75	7.25	6.50	7.50
Finance	13.50	13.50	13.50	13.50	13.00	13.00	13.00	13.00	14.00	12.00
Engineering	13.50	17.50	17.50	17.50	17.00	17.00	17.00	17.00	17.00	17.00
Metropolitan Planning Organization	10.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	15.00	12.00
Public Transportation and Operations	21.50	25.00	26.00	24.50	24.50	24.38	24.88	21.88	15.50	20.50
Total Budgeted Employees ²	<u>76.50</u>	<u>80.25</u>	<u>81.25</u>	<u>78.75</u>	<u>77.75</u>	<u>77.63</u>	<u>78.13</u>	<u>73.63</u>	<u>70.00</u>	<u>71.00</u>
Total Actual Employees ³	<u>61.00</u>	<u>67.50</u>	<u>70.00</u>	<u>70.60</u>	<u>65.60</u>	<u>64.48</u>	<u>65.00</u>	<u>65.75</u>	<u>59.25</u>	<u>64.00</u>

¹ In FY 2022, Administrative Services were centralized.

² Source: RTC Finance Department Budget documents.

³ Source: Payroll FTE count as of June 30th.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

RIDE OPERATING STATISTICS

Last ten fiscal years

Fiscal Year	Fleet Size ¹	Revenue Miles	Revenue Hours	Passengers	Full Time Equivalent Employees (FTE)			Total FTE's
					Bus Operators	Maintenance Personnel	Other	
2022	82	2,023,497	183,049	3,597,006	158.0	32.0	12.0	202.0
2021	84	2,839,671	265,543	5,184,734	145.0	28.0	20.0	193.0
2020	77	3,403,183	308,593	8,185,326	170.0	35.0	21.5	226.5
2019	77	2,837,771	256,326	7,197,386	134.1	28.9	15.6	178.6
2018	75	2,825,116	247,779	7,396,590	136.6	28.0	19.0	183.6
2017	69	2,875,232	253,097	7,416,158	141.0	27.0	19.0	187.0
2016	72	2,887,039	252,943	7,715,419	164.0	38.0	20.0	222.0
2015	81	2,888,968	252,515	8,140,908	160.0	29.0	19.0	208.0
2014	82	2,871,913	251,899	8,165,335	160.0	31.0	18.5	209.5
2013	82	2,817,697	249,569	8,050,950	168.0	29.0	18.5	215.5

¹ Includes Peak, Spares, and Contingency.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

ACCESS / FLEX RIDE - OPERATING STATISTICS

Last ten fiscal years

Fiscal Year	Fleet Size ¹	Full Time Equivalent Employees (FTE)									
		ACCESS Revenue Miles	ACCESS Revenue Hours	ACCESS Passengers	FLEX RIDE Revenue Miles ²	FLEX RIDE Revenue Hours ²	FLEX RIDE Passengers ²	Van Operators	Maintenance Personnel	Operations Personnel	Total FTE's
2022	45	953,934	61,550	118,659	137,040	10,733	25,815	38.0	3.0	18.5	59.5
2021	43	1,019,354	77,010	121,468	-	-	-	48.0	5.0	17.0	70.0
2020	50	1,368,087	91,349	182,556	-	-	-	42.0	4.0	13.0	59.0
2019	45	1,697,800	104,718	226,913	-	-	-	54.4	5.0	19.3	78.7
2018	45	1,593,665	101,872	251,461	-	-	-	57.5	5.0	19.0	81.5
2017	54	1,376,682	85,025	231,438	-	-	-	40.5	4.0	14.5	59.0
2016	63	1,383,323	83,112	224,812	-	-	-	47.5	3.0	17.0	67.5
2015	50	1,362,329	82,869	227,060	-	-	-	50.0	3.0	13.0	66.0
2014	50	1,378,237	84,165	239,457	-	-	-	43.0	5.0	12.0	60.0
2013	50	1,341,109	82,637	232,776	-	-	-	42.0	5.0	12.0	59.0

¹ Includes Peak and Spares.

² Flex Ride data was reported starting from January 2022.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CAPITAL ASSET INFORMATION ¹

As of June 30, 2022

Facilities	Year ²	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
2050 Villanova Drive, Reno NV 89502	1984	1	1	1	1	1	1	1	1	1	1
600 Sutro Street, Reno NV 89512	1993	1	1	1	1	1	1	1	1	1	1
1105 Terminal Way, Reno NV 89502	2000	1	1	1	1	1	1	1	1	1	1
1421 Victorian Avenue, Sparks NV 89432	2009	1	1	1	1	1	1	1	1	1	1
200 East 4th Street, Reno NV 89501	2011	1	1	1	1	1	1	1	1	1	1
<u>Other assets</u>											
Number of RIDE Passenger Shelters ³		105	110	113	132	121	117	116	115	113	111
Number of RIDE revenue vehicles (fleet) ⁴		82	84	77	77	75	69	72	81	82	82
Number of ACCESS revenue vehicles (fleet) ⁴		45	46	50	45	45	54	63	50	50	50
Number of Maintenance & Operation staff vehicles ⁵		13	12	20	20	24	24	25	27	27	29

¹ More information about capital assets can be found in the notes to the financial statements.

² Fiscal year facility was acquired or construction completed.

³ Shelter information includes only installed shelters and RAPID stations.

⁴ Revenue vehicles include active fleet only. Active fleet consists of Peak, Spares, and Contingency vehicles.

⁵ Staff vehicles include RIDE, ACCESS, and RTC support vehicles.



COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Regional Transportation Commission, Reno, Sparks, and Washoe County, Nevada (RTC) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise RTC's basic financial statements, and have issued our report thereon dated November 30, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered RTC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of RTC's internal control. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether RTC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Crowe LLP
Crowe LLP

Sacramento, California
November 30, 2022

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on Compliance for Major Federal Program***Opinion on Major Federal Program***

We have audited the Regional Transportation Commission, Reno, Sparks and Washoe County, Nevada (RTC's) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on RTC's major federal program for the year ended June 30, 2022. RTC's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, RTC complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of RTC and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of RTC's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to RTC's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on RTC's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about RTC's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding RTC's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of RTC's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of RTC's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.


Crowe LLP

Sacramento, California
November 30, 2022

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2022**

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grant / Agreement Number	Grant Award Amount	Federal Expenditures 2022	Amounts Passed through to Subrecipients
<u>U. S. Department of Transportation</u>					
<u>Federal Transit Administration</u>					
Direct Award					
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-90-0078	\$ 5,775,854	\$ 630,377	\$ -
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2017-013	6,375,105	669,084	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2018-012	6,619,530	72,132	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-018	7,117,512	1,381,437	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-020	7,750,000	95,056	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-021	7,025,000	72,869	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-018	7,297,750	388,640	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-019	1,350,000	503,281	-
COVID-19 - Federal Transit - Urbanized Area Formula Grant (ARPA)	20.507	#NV-2021-012	19,942,473	13,672,233	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2021-025	3,250,000	3,250,000	-
		Total Urbanized Area Formula	72,503,224	20,735,109	-
Direct Award					
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2016-011	616,642	93,932	-
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2017-014	647,857	95,329	-
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2018-011	896,474	42,735	-
Federal Transit - Bus & Bus Facilities Competitive Grant	20.526	#NV-2021-022	4,080,000	4,080,000	-
		Total Bus & Bus Facilities Formula	6,240,973	4,311,996	-
		Total Federal Transit Cluster	78,744,197	25,047,105	-
Direct Award					
COVID-19 - Federal Transit - Public Transportation Innovation	20.530	#NV-2021-011	131,661	77,474	-
		Total Public Transportation Innovation	131,661	77,474	-

(continued)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2022**

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grant / Agreement Number	Grant Award Amount	Federal Expenditures 2022	Amounts Passed through to Subrecipients
Direct Award					
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	#NV-2018-013	\$ 688,863	\$ 37,982	\$ 37,982
COVID-19 Enhanced Mobility of Seniors and Individuals with Disabilities (ARP)	20.513	#NV-2021-016	66,563	59,497	59,497
COVID-19 Enhanced Mobility of Seniors and Individuals with Disabilities (CRRSAA)	20.513	#NV-2021-023	66,562	35,541	35,541
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	#NV-2021-026	1,149,344	161,159	161,159
Total Transit Services Programs Cluster			1,971,332	294,179	294,179
Total Federal Transit Administration			80,847,190	25,418,758	294,179
<u>Office of the Secretary of Transportation</u>					
Direct Award					
State and Local Government Data Analysis Tools for Roadway Safety	20.935	69A34520501080620	298,600	148,000	-
Total Office of the Secretary of Transportation			298,600	148,000	-
Total United States Department of Transportation - Direct Awards			81,145,790	25,566,758	294,179
<u>Federal Highway Administration</u>					
Passed through State of Nevada Department of Transportation					
Highway Planning and Construction Cluster					
Highway Planning and Construction Grant	20.205	#PR333-20-063	1,150,000	217,650	-
Highway Planning and Construction Grant	20.205	#P225-21-063	1,250,000	1,171,158	-
Highway Planning and Construction Grant	20.205	#PR249-21-063	200,000	131,389	-
Highway Planning and Construction Grant	20.205	#PR364-20-802	350,000	290,439	-
Highway Planning and Construction Grant	20.205	#PR141-21-802	2,243,581	856,650	-
Highway Planning and Construction Grant	20.205	#P495-21-813	15,000	9,600	-
Highway Planning and Construction Grant	20.205	#PR280-21-063	14,872,547	746,251	-
Total Highway Planning and Construction Cluster			20,081,128	3,423,137	-
Total Federal Highway Administration			20,081,128	3,423,137	-
TOTAL EXPENDITURES OF FEDERAL AWARDS - UNITED STATES DEPARTMENT OF TRANSPORTATION:			\$ 101,226,918	\$ 28,989,895	\$ 294,179

The notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended June 30, 2022

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the Regional Transportation Commission (RTC) under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the RTC, it is not intended to and does not present the financial position, changes in net position, or cash flows of the RTC.

RTC received federal awards both directly from federal agencies and indirectly through pass-through entities. Federal financial assistance provided to a subrecipient is treated as an expenditure when it is paid to the subrecipient.

NOTE B – SIGNIFICANT ACCOUNTING POLICIES

Governmental fund types account for the RTC's federal grant activity. Therefore, expenditures in the schedule of expenditures of federal awards are recognized on the accrual basis of accounting. The RTC's summary of significant accounting policies is presented in Note A in the RTC's basic financial statements.

The RTC has not elected to use the 10% de minimis cost rate.

Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

REGIONAL TRANSPORTATION COMMISSION
 RENO, SPARKS AND WASHOE COUNTY, NEVADA
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 Year ended June 30, 2022

Section I – Summary of Auditor’s Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

_____ Yes x No

Significant deficiency(ies) identified?

_____ Yes x None reported

Noncompliance material to financial statements noted?

_____ Yes x No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

_____ Yes x No

Significant deficiency(ies) identified?

_____ Yes x None reported

Type of auditors' report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

_____ Yes x No

Identification of major programs:

Assistance Listing Number

Name of Federal Program or Cluster

20.507 / 20.526

Federal Transit Cluster

Dollar threshold used to distinguish between type A and type B programs:

\$869,697

Auditee qualified as low-risk auditee?

 X Yes _____ No

Section II – Financial Statement Findings

None

Section III – Federal Award Findings and Questioned Costs

None



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Building A Better Community Through Quality Transportation





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Paul Nelson, Government Affairs Officer

RECOMMENDED ACTION

Approve the RTC federal priorities and provide direction accordingly.

BACKGROUND AND DISCUSSION

Annually, RTC staff prepares a list of projects and policy recommendations to guide our federal efforts. This list is used throughout the calendar year to provide consistency in communications with our federal delegation and regional partners. Proposed RTC federal priorities for calendar year 2023 are provided in the attachment.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There is no fiscal impact related to this action.

The RTC is committed to working with our federal partners to improve and enhance safety, mobility, and transportation options in our community. The RTC has created federal policy priorities, transit priorities, and highway priorities, listed below, to help guide us into the future.

RTC 2023 FEDERAL PRIORITIES

TRANSIT PRIORITIES

- ***** Bus Maintenance Facility Replacement *****

This project is a priority as the relocation of our current bus maintenance facility is required due to Phase 4 of the Spaghetti Bowl project. As RTC expands service to keep pace with a growing community and an impending NDOT project necessitates the relocation of the facility, a new site will need to be acquired and a replacement facility developed prior to NDOT's start of construction. This project will allow for on-site investment in hydrogen-fueling infrastructure. Additionally, the new facility is planned to provide space for long-term expansion of the fleet, notably alternative-fuel vehicles.
- **Extend the Bus Rapid Transit (BRT) System**

Continue the success of the regional BRT system through extending the Virginia Line to Mt. Rose Highway and Lincoln Line to Stoker Avenue – The 1.3-mile extension of our BRT to Stoker Avenue and the 5-mile extension from Meadowood Mall to Mt. Rose Highway will allow completion of this most-critical transit infrastructure. These two areas provide the best near-term opportunity to complement the current BRT system by adding much-needed service in high-density, senior and workforce housing. These projects would directly address two of our most-pressing social issues – affordable housing and climate change.
- **Spare Ratio Flexibility**

With the transition to a new technology, buses will have to be taken out of service and dedicated to training which will also impact the spare ratio in the coming years. Ask FTA to provide additional guidance and flexibility on the spare ratio to transit systems transitioning to EV buses. FTA has indicated a willingness to be flexible and we hope this can be clearly communicated to transit systems consistently from both HQ and regional FTA offices. Transit systems are worried about being punished for not meeting stringent spare ratio standards as we compete for competitive grant programs and are audited.

HIGHWAY PRIORITIES (FREEWAY IMPROVEMENTS)

- **I-80 Improvements (Spaghetti Bowl Phase 2)**

I-80 is a nationally significant freight corridor and critical for regional mobility within the Truckee Meadows. NDOT studies identified short- and long-term investments to improve safety, and travel time reliability between the Spaghetti Bowl and Sparks Boulevard to the Tahoe-Reno Industrial (TRI) Center in Storey County.

HIGHWAY PRIORITIES (REGIONAL ROAD IMPROVEMENTS)

- ***** Keystone Avenue Bridge Replacement *****

The Keystone Avenue Bridge over the Truckee River is structurally deficient and does not accommodate pedestrians and bicyclists. This project will allow us to replace a piece of failing infrastructure with a safer alternative, which will include bike/pedestrian facilities where there currently is none.
- ***** Lemmon Drive Improvements and Resiliency Project *****

The Lemmon Drive Segment 2 Project will reconstruct 3.7 miles of Lemmon Drive between Fleetwood Drive to Ramsey way above the 100-year flood plain of Swan Lake. The Project will also widen Lemmon Drive from Fleetwood Drive to Palace Drive, provide safe connections to the area's Historically Disadvantaged Communities, and improve the multimodal connectivity.
- ***** Sierra Street Bridge Replacement *****

The Sierra Street Bridge is structurally deficient, along with not performing adequately during flood events and having a high seismic risk. This project will allow us to replace a piece of failing infrastructure with a safer alternative, along with additional multimodal updates to the road.
- ***** Sparks Boulevard Project *****

This project is in an area where land use continues to intensify. Improvements made on Sparks Boulevard are planned to respect the environmental, historical, community, and recreational resources. The purpose of the project is to address operations and capacity deficiencies and improve safety and mobility for all modes of transportation including cars, pedestrians, transit, and bicycles. The project will increase safety, add roadway capacity, and improve bicycle and pedestrian facilities by widening the roadway.
- ***** Highland Ranch Parkway/Pyramid Highway Intersection *****

This intersection is a major connector between two areas experience large amounts of growth. Traffic is currently experiencing longer delays and widening has been identified as an important solution here. This project addresses both congestion and safety.
- **Mt. Rose Highway Improvements**

The Mt. Rose Highway exceeds the statewide average for fatal crashes, with the highest rate in the central section of the corridor (Callahan Road, Thomas Creek Road). High speeds are a likely contributing factor. Actual speeds are 10-15 mph higher than posted speeds, as discovered in a recent NDOT study. The proposed alternatives would make long-term improvements to the roadway footprint and operations, including intersection controls, speeds, access, and accommodation of multimodal travel.
- **Sun Valley Boulevard Corridor Improvements**

The segment of Sun Valley Boulevard from Scottsdale Road to 7th Avenue experiences a significant amount of pedestrian traffic and is one of the highest transit ridership areas not located on a Bus Rapid Transit (BRT) route. A portion of this roadway has also been identified on the region's High Injury Network (HIN), where the top 25% of the most severe crashes have occurred. The project will address active transportation and safety needs in this Historically

Disadvantaged Community. Significant design work has already been accomplished and the project is in a “shovel ready” state.

- **Vision Zero Truckee Meadows Improvements**
This is a collection of multimodal transportation improvements located on the region’s High Injury Network (HIN) and identified for priority implementation in the Vision Zero Truckee Meadows Action Plan. The desired outcome of these projects would be to improve transportation safety for all road users, regardless of travel mode. Each of these individual projects is located in a Historically Disadvantaged Community, and incorporates multiple Federal Highway Administration (FHWA) Proven Safety Countermeasures to achieve the goal of a reduction in fatal and serious injury crashes.

POLICY PRIORITIES

- **Environmental Streamlining**
Reduce project development costs and duration by reducing the duplication of efforts in the National Environmental Policy Act (NEPA) process. This includes reducing duplication in the Section 4(f) of the U.S. Department of Transportation Act of 1966 and Section 106 of the National Historic Preservation Act of 1966 processes and requirements. In addition, limiting the requirements for re-analyzing traffic data for a NEPA document would save time and resources.
- **Fully Fund Highway and Mass Transit Programs**
Fully fund federal transit and highway programs at levels authorized in the Infrastructure Investment and Jobs Act (IIJA). RTC encourages Congress to appropriate IIJA authorized levels for the Federal Highway and Transit Administration’s formula and discretionary programs.
- **Improve FTA Resources for Grantees**
The RTC recognizes that federal employees are regularly asked to “do more with less” and supports fully funding and increasing funding for Federal Transit Administration staff or outside resources.
- **Permit the Use of Tapered Match or Delayed Local Match**
This approach will allow projects to be paid for with the federal funding share first, with state and local funding portion applied later in the projects. Delaying the state and local funding portion would assist agencies that are facing constrained local resources and help ensure successful project development and completion.
- **Support Development of Public Lands Management Approach**
The RTC is committed to partnering with diverse stakeholders to develop a well-balanced approach to public land management legislation addressing the needs of all regional partners in Washoe County. This effort is anticipated to allow for federal lands to be recommended for development, creating permanent land conservation and helping to fund additional land preservation and conservation projects statewide.
- **Support Joint Development and Public-Private Partnerships**
The RTC supports the continuation of FTA’s joint development program and the encouragement of economic development in transit corridors. RTC also supports the creation of incentives for grantees to include private sector participation in

transit infrastructure projects, transit service delivery and related economic development projects. RTC supports the use of innovative financing tools, included but not limited to asset-recycling, Build America Bonds, private activity bonds, state infrastructure banks, increased authorization for the Transportation Infrastructure Finance and Innovation Act, and equity investment tax credits.

- **Support Regional Pavement Preservation**

Assist local government in identifying Federal funding opportunities for pavement preservation. The preservation of existing roads and highways in a state of good repair is an important tool to ensure the effective use of Federal funding while also improving transportation safety, reducing surface transportation-related greenhouse gas emissions, delivering equitable transportation options and access, and accommodating new and emerging technologies by upgrading the region's existing infrastructure. Support of this policy is consistent with the Bipartisan Infrastructure Law and Presidential Executive Orders (Eos), including EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

TOP PRIORITIES

While all the issues covered in our Federal Priorities on this webpage are of critical importance to RTC, there are times when we may be asked to further prioritize our needs. In order to be prepared for the situation where a prompt and nimble response is needed, our six top priorities are marked with asterisks on this webpage, and reiterated here as:

- Bus Maintenance Facility Replacement
- Keystone Avenue Bridge Replacement
- Lemmon Drive – Segment 2
- Sierra Street Bridge Replacement
- Sparks Boulevard Project
- Highland Ranch Parkway/Pyramid Highway Intersection



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Bill Thomas, Executive Director

RECOMMENDED ACTION

Executive Director Report. Monthly verbal update/messages from RTC Executive Director Bill Thomas
- no action will be taken.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Paul Nelson, Government Affairs Officer

RECOMMENDED ACTION

Federal Report. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken on this item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/16/2022

From: Kristina Swallow, Director of NDOT

RECOMMENDED ACTION

NDOT Report. Monthly verbal update/messages from Director of NDOT, Kristina Swallow - no action will be taken on this item.