

Location:



RENO TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 10:00 AM, Friday, June 16, 2023

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

- I. The Regional Transportation Commission Great Room 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. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube
- III. 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.
- IV. 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.
- V. 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

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 the draft meeting minutes from the 5/19/2023 Board meeting. (For Possible Action)
- 4.2. Reports
 - 4.2.1 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (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 Public Transportation and Operations Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)
- 4.3. Planning Department - (For Possible Action)
 - 4.3.1 Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2026:
 - David Giacomini (reappointment)
 - Paul Hewen (reappointment)
 - Kelly Orr
 - Eric Ammerman
 - Juan Manuel Martinez
 - Judy Kathleen Stanfield (partial term)
 - Approve the RTC staff recommended appointments as alternate members to the CMAC:
 - Ryan Bernadett
 - Michael Gawthrop-Hutchins
 - Moses Mckeague
 - Panah Stauffer
- 4.4. Engineering Department
 - 4.4.1 Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno (UNR) for the Signal Timing 7 project, in the reimbursement amount not-to-exceed \$960,000. (For Possible Action)
 - 4.4.2 Approve an Interlocal Cooperative Agreement with the City of Reno for the Signal Timing 7 project, in a reimbursement amount not-to-exceed \$150,000. (For Possible Action)
 - 4.4.3 Approve an Interlocal Cooperative Agreement with the City of Sparks for the Signal Timing 7 project, in a reimbursement amount not-to-exceed \$150,000. (For Possible Action)
 - 4.4.4 Authorize staff to pursue efforts to deliver the Arlington Avenue Bridges Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method. (For Possible Action)
 - 4.4.5 Approve a Professional Services Agreement (PSA) with Atkins North America, Inc., (Atkins) for design and optional engineering during construction services for the Vista Boulevard and Prater Way Intelligent Transportation System (ITS) Project, in an amount not-to-exceed \$421,800. (For Possible Action)
- 4.5. Executive, Administrative and Finance Department
 - 4.5.1 Approve a contract with KOLO-TV for the continued production of The Road Ahead with RTC television segments for the next four years, in an amount not-to-exceed \$192,000. (For Possible Action)
 - 4.5.2 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2023, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability, and workers' compensation; and approve the RTC's continued membership in in the Nevada Public Agency Insurance Pool (POOL) and Public Agency Compensation Trust (PACT). (For Possible Action)

5. Public Hearing:

- 5.1. Conduct a public hearing on proposed service changes to RTC RIDE and RTC REGIONAL CONNECTOR, beginning on or after September 9, 2023, as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document; approve the service changes. (For Possible Action)
 - a. Staff presentation
 - b. Public hearing
 - c. Action

6. Discussion Items and Presentations:

- 6.1. Approve RTC Management Policy P-64, Street and Highway Program. (For Possible Action)
- 6.2. Approve Verdi Area Multimodal Transportation Study. (For Possible Action)
- 6.3. Acknowledge receipt of the RTC Strategic Roadmap for FY 2024 and provide input and direction regarding next steps. (For Possible Action)
- 6.4. Approve the RTC Goals for Fiscal Year (FY) 2024 (July 1, 2023 to June 30, 2024). (For Possible Action)

7. Reports (Information Only):

- 7.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - No action will be taken.
- 7.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - No action will be taken.
- 7.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - No action will be taken.

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 (For Possible Action):

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: 6/16/2023

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 5/19/2023

RECOMMENDED ACTION

Approve the draft meeting minutes from the 5/19/2023 Board meeting.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

10:00 A.M.

May 19, 2023

PRESENT:

**Ed Lawson, Mayor of Sparks, Chair
Alexis Hill, Vice Chair
Mariluz Garcia, Washoe County Commissioner
Devon Reese, Vice Mayor of Reno
Hillary Schieve, Mayor of Reno (via Zoom @ 10:15 a.m.)**

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

The regular monthly meeting, held in the 1st Floor Great Room at Regional Transportation Commission of Washoe County, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 PUBLIC INPUT

Chair Lawson 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.

Earl Brynelsen, Driver with Keolis, I wanted to discuss was the possibility of having a group of drivers, because of our experience and knowledge of our routes and schedules, to meet with Keolis and RTC Planners before they make any further route changes and schedule changes in September. Take a bus out and discuss the possible changes to make sure they work correctly. Currently, there are a lot of routes and schedules that don't work. That should have been done before anything happened this time. Right now, the public, drivers, RTC and Keolis are all suffering. It should be something that we discuss together and there is a lot of knowledge and talent that are driving our coaches right now and it should be handled that way. Also, I don't understand why there is such a problem between Keolis and my Union. They say they want to work with us, it's not true, it's a battle every day. I've been with the company for 16 years and I had never had a write up or been disciplined, and I got my first write up after 16 years for wearing my Union hat. I come to work, my uniforms are clean and pressed every day. I don't think it's right to be reprimanded for wearing a Union hat. They fight my union every step of the way. Morale inside my company is the lowest I've seen in 16 years. I think RTC Board should hire an independent group to come in and ask all employees how they are feeling about the company they are now employed by, because right now it's terrible, no one wants to come to work. We get spit at, cussed at, and threatened every day that we come to work. People are afraid to come and do their jobs.

Cathy Stead with RHA, I am here to say a great big thank you! Susi and her team came to us and just signed up almost 80 people for the Taxi Bucks program. It makes me cry because so many of our

seniors were crying that day, because they are so thankful. You have been such a fantastic partner, you are always there for us, you've always been there for us and I hope our partnership can last for years to come. I just want to say thank you, because our seniors and our persons with disabilities appreciate it so very much, and I don't think you hear it enough that you're doing a great job for our population.

Carolos Elizondo, local resident, wanted to report a very rude driver yesterday, May 18th on Route 12, 5:50 p.m., Bus No. 543 at Meadowood Mall.

Amanda Nelson, Driver with Keolis, I wanted to speak today in conjunction on what Earl Brynelsen was speaking about. He was disciplined for wearing his hat, but we see other drivers every day completely out of uniform. They hang out with management out of uniform and nothing is ever said to them. They are wearing leggings and capris with untucked shirts. We come to work fully in uniform, tucked in shirts and Earl gets reprimanded for a hat. We had another Shop Steward reprimanded and disciplined for a hat, but no one else, and we are confused as to why. I'm an instructor and I love helping the new drivers learn and be successful, however, we're signing off on them to go pick up passengers after only 34 hours required training. For mechanics, they get 20 hours behind the wheel. These are huge and dangerous buses and it's not enough training. Other transit agencies across the country require two months of training. The new drivers get 34 hours training, then 40 hours driving with a trainer picking up passengers, and it's terrifying to me. I feel we need more training for drivers to ensure our families and other vehicles are safe.

Dora Martinez, Nevada Council of the Blind, I want to thank Mr. Devon Reese as he helped a lot of my constituents with Reno Housing. I also want to thank Mr. Ed Lawson, as your office also helped another blind mom in Sparks. I am here today because one of my concerns with the Carson City bus. I almost got lost because the automatic bus stop codes were not working and the new driver was kind of nervous. If you could implement that, that would be great, so the bus driver is focusing on the road and I can focus on which street to get off on. Today was a bike week day and we couldn't put our bike in the taxi. It was free for people who use a bike and good for them, I wish it would be more inclusive of people with disabilities. Possibly exchange a can of food for a bus ticket and donate the goods to the seniors or something like that. For this meeting, I know City of Reno does it, would it be ok if you guys could provide the zoom link for public comment? I'm very thankful that you guys are doing door to door and not canceling some of the Paratransit. I need to feel safe for myself and my dog. When you figure out the Paratransit route, please implement a shopping route back, because it's very important for disabled people to have a shopping route.

Jennifer Cowart submitted a written comment via email April 22, 2023, at 6:43 a.m. as follows: Comment regarding Keolis presentation at 4/21 meeting and Flex Ride wait times. I saw the Keolis presentation about the metrics for the bus system during the 4/21 meeting and was surprised to see we were meeting goals for on time service. I live in the North Valley's Flex Ride zone and find the system unusable. I am near Red Rock and Moya, within the city limits, and am over a 30 minute walk from Route 7. I was excited to see Flex Ride rolled out then expanded, but have been reluctant to use it. I see pick up wait times in the app ranging anywhere from 15 minutes two hours. It is impossible to plan a trip to work with the unpredictable wait times. I also worry about taking FlexRide when wait times are short then getting stranded for two hours with melting groceries. I would like to see Flex Ride wait times reduced to less than 30 minutes, ideally 10 to 15, and for the RTC and Keolis to track and create goals for these wait times separate from fixed services, if not already doing so. Expanding fixed route service in the North Valleys to more warehouses and apartment complexes, such as those in the Red Rock area, could also be helpful.

Jennifer Kent submitted a written comment via email April 24, 2023, at 8:54 a.m. as follows: To RTC and the City of Reno: As a regular bike commuter, I have been concerned about the poor connectivity

of safe and comfortable bike routes in the Reno area for years. It has made it difficult for me to travel with my toddler to work and to access shops, restaurants, and other establishments in downtown Reno. Therefore, I hope that the City of Reno will move forward with plans to connect downtown Reno to the University and surrounding areas safely. The proposed Center Street Cycle track or similar safe routes through downtown would make me feel more comfortable commuting with my toddler. It would not only connect the University and downtown Reno areas but also encourage a more bike-friendly environment, promoting biking as a viable option for transportation. Additionally, it would promote tourism and local business, making it easier for individuals to access establishments in the downtown area. I am encouraged to see that people are advocating for better biking infrastructure in the community, and I believe that it is crucial to promote a more sustainable and environmentally-friendly lifestyle. I hope to see progress soon in the implementation of safe bike routes in the Reno area.

Talia Eve submitted a written comment via email April 24, 2023, at 9:23 a.m. as follows: My name is Natalia and I live at 7484 Limestone Drive, Reno NV 89511, and I would like to comment on item 5.5. I believe the Center Street Cycle Track is a crucial project for the future growth and prosperity for the city of Reno. Placing this project further on pause will have a devastating impact for the health and safety of the students that attend UNR, tourist/visitors, as well as the residents of this city. Its a sad fact that Reno is one of the most deadly cities in the entire country to be a pedestrian or a cyclist. For context, in the year 2019, Reno, with a population 264,000 had 16 pedestrian deaths. That same year, Amsterdam, with a population of 921,000 had a total of 2 pedestrian deaths according Meredith Gaser from the Urban Cycling Institute in Amsterdam. They achieved this by building a people first infrastructure and not a car first infrastructure. We can be one of the safest cities in the United States if we actually do the work required to make it safe for every one. I know there is some opposition from businesses down town for fear that they will loose business, which from other cities that have implemented safe pedestrian/cycling infrastructure we know this fear in unfounded. San Francisco for just one of many examples made their famous market street car free with the exception of trollies and taxis. They saw a 20% increase in business when people felt safe and not in fear of a being hit by a car. It is also cheaper to build and maintain sidewalks and bike paths. Cities will have to eventually move to a cheaper more sustainable alternative to maintaining expensive car centric roads. We can get ahead of this eventuality if we act now. Their are so many benefits for allowing people to have a second viable option to transports themselves. Getting cars off the roads will save the city/ state money, lower obesity rates, increase a sense of community, better mental health outcomes, fight air pollution and climate change, gets children outside more, increases equity for minorities, and reduces DUIs to name a few. We really need to step up with a more modern view on what it means to transport ourselves and to become a more sustainable healthier community.

Arnold Cardenas submitted a written comment via email May 15, 2023, at 6:41 a.m. as follows: Complaint regarding Route 15 and Route 5 Inconveniences. I hope this message finds you well. I am writing to express my concerns and frustrations regarding recent changes to the bus routes in our area, specifically concerning Route 15 and Route 5. As a resident of Selmi Drive, I have noticed several inconveniences that have greatly affected the community. Firstly, the change in Route 5 has had a significant impact on the residents of Selmi Drive, especially in terms of weekend service. Previously, Route 5 provided a convenient transportation option for individuals traveling to our local community college, TMCC. However, with the recent route change, it appears that the focus has shifted towards accommodating high school relocation, resulting in a considerable inconvenience for Selmi Drive residents. The inconsistency in weekend bus times due to the new designation of Route 5 as a "college route" has created challenges for those relying on public transportation. Many residents now have to adapt to the new route, which drops them off at a considerable distance from Selmi Drive. This change not only disrupts established commuting patterns but also imposes additional burdens on individuals, particularly those with mobility limitations or time constraints. Furthermore, I have received information from an employee who expressed concerns about Route 11. It was stated that no one wants

to drive this route, leading to ongoing inconveniences for passengers. This information has added to the frustration experienced by individuals relying on public transportation in our area. The lack of availability and reliability of Route 11 negatively impacts the accessibility and convenience of our bus system. As a regular user of the RTC bus system, I believe it is essential for the routes to be efficiently managed and meet the needs of the community they serve. The recent changes to Route 5 and the reported issues with Route 11 suggest that there may be deficiencies in the planning and execution of these routes. The community is greatly affected by these decisions, and it is imperative that these concerns be addressed and resolved promptly. I kindly request that you review and reconsider the changes made to Route 5, taking into account the inconvenience caused to Selmi Drive residents. Additionally, I encourage you to investigate the reported issues with Route 11 and take necessary actions to ensure its effective operation and availability. Improving the bus system's routes and addressing the concerns raised by the community will greatly enhance the overall user experience and promote increased ridership. It is my hope that you will give due attention to these matters and work towards rectifying the current inconveniences faced by residents in our area. Thank you for your attention to this matter. I look forward to a favorable resolution and an improved bus system that meets the needs of our community.

There being no additional comments submitted by the deadline, the Chair closed public input.

Item 3 APPROVAL OF AGENDA

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

Items 4 CONSENT ITEMS

Commissioner Reese made motion to pull Item 4.4.2 for discussion, Vice Chair Hill seconded, which motion unanimously carried.

4.4.2 Approve a contract with HDR, Inc., for design services and engineering during construction for the 2023 Bridge Maintenance project, in an amount not-to-exceed \$272,103.

Commissioner Reese wanted to clarify that the Corrective Maintenance for FY23 was for the 2nd Street Bridge, Vine Street, as well as the Keystone Bridge resurfacing, is that correct? He reads the timeline as September 2023 for the bids to be opened, construction October in 2023, and finishing construction of November 2023, is that correct?

Mr. Keller said yes those are both correct and that is the schedule that we're looking to stick to.

Commissioner Reese said he would like to see the Keystone Bridge be prioritized first because of the construction season starting so late in the process. Is that a possibility? How do you prioritize which one to start on?

Mr. Keller, this project has a short delivery timeframe and the scope of work is relatively small with the work being completed in a month's time period. We will take your comments into consideration and if there is a way we can prioritize Keystone, and get that done first, we will look into doing that.

4.1 Minutes

4.1.1 Approve Minutes from the March 17, 2023 meeting. (For Possible Action)

4.2. Reports

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

4.3 Planning Department

- 4.3.1 Approve the Fiscal Year (FY) 2024 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA). (For Possible Action)
- 4.3.2 Approve Cooperative Agreement No. PR207-23-802 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for fiscal year (FY) 2024 federal metropolitan planning funds. (For Possible Action)

4.4 Engineering Department

- 4.4.1 Approve an Interlocal Cooperative Agreement with the University of Nevada Reno (UNR) Civil Engineering Department to provide funding for UNR's Transportation Research Program, in an amount not-to-exceed \$200,000. (For Possible Action)
- 4.4.2 Approve a contract with HDR, Inc., for design services and engineering during construction for the 2023 Bridge Maintenance project, in an amount not-to-exceed \$272,103. (For Possible Action) – *Pulled for Discussion*
- 4.4.3 Approve a contract with Kimley-Horn and Associates, Inc., for design services and optional engineering during construction for the Veterans Roundabout Modifications project located at the intersection of Geiger Grade Road and Veterans Parkway, in an amount not-to-exceed \$329,365. (For Possible Action)
- 4.4.4 Approve a contract with Kimley-Horn and Associates, Inc., for traffic analysis, engineering design services, and optional engineering during construction for the Traffic Signal Modifications 24-01 project, in an amount not-to-exceed \$531,560. (For Possible Action)
- 4.4.5 Approve a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Lemmon Drive Traffic Improvements and Resiliency Project. (For Possible Action)
- 4.4.6 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between RTC, Dandini Spectrum Holdings, LLC, and the City of Reno for RRIF Waivers for offset-eligible improvements to be made to the intersections of Parr Boulevard, Dandini Boulevard, and the US 395 Ramps, and authorize the Executive Director to execute the agreement. (For Possible Action)

4.5 Public Transportation/Operations Department

- 4.5.1 Approve a 12-month service agreement with RFI Communications & Security Systems for maintenance and repair of RTC security systems, in an amount not-to-exceed \$122,984.54. (For Possible Action)

On motion of Commissioner Reese, seconded by Vice Chair Hill, which motion carried unanimously, Chair Lawson ordered that all Consent Items be approved.

Item 5 PUBLIC HEARING

- 5.1. Conduct a public hearing on the FY 2024 RTC Final Budget; approve the FY 2024 RTC Final Budget. (For Possible Action)
 - a. Staff presentation
 - b. Public hearing
 - c. Action

Christian Schonlau, RTC Director of Finance, I want to start off by thanking all of my wonderful staff. The budget takes about six months from start to finish to prepare and it involves everyone in the Agency. Specifically, my group of people work on this daily for months on end, and without them I wouldn't be sitting here, and I wanted to shout out to them and thank them for all of their hard work.

I'm going to recap the budget I presented as tentative last month with some slight changes that I will describe. We will do a high-level summary only, as detail has been provided to the Commissioners in their Board Agenda packet. This is an action item, so the Board will have to approve the final budget.

In the roadway planning, several incremental decisions led us up to our Annual Operating Budget. We try to funnel out what projects will be delivered in the next 12 months, what the cost associated with those will be, and then we budget for those in the next 12-month period. The final budget will be submitted to the Department of Taxation by May 31, 2023.

I want to recap some of the notable revenues that we received this year. We received a No and Low Emissions Hydrogen Fuel Cell Project Grant, which we are implementing at our Villanova facility with two Hydrogen Fuel Cell Buses. We received congressionally designated expenditures for the Lemmon Drive project and also a Build Grant for Pyramid Phase 1.

Our approximate revenues for the year are \$220 million, and a majority of that is made up from our tax sources, our fuel and sales tax. On the expenditure side, we plan on a \$254 million in expenditures or 70% of our budget, with the largest portions of those being capital for street and highway projects and also our Public Transportation System. The next highest piece is our Public Transit Operations at about 22% of our budget. We do have the \$300 Million in debt sitting out there, so debt service is 9% of our annual operating budget. The staff and buildings that RTC employs occupy is less than 5% of our total expenditures.

We incorporated some of the comments from the last meeting and you'll notice in your agenda packet there is a project list that includes all of the street and highway projects, as well as the capital expenditures from the Public Transit Operations.

I wanted to highlight some of the notable projects coming up in the current year and next year. Sky Vista Parkway is ongoing and will continue, as well as the Oddie Wells project. Commissioner Reese just mentioned the Downtown Reno Bridges projects that we have going on. Pyramid Highway Phase 1 is ongoing and we also included micromobility projects into the coming year and Sara Going gave a presentation on those last month.

For our Public Transportation program, we have the Hydrogen Fuel Cell project. We have an historic marketing effort trying to reach those underserved communities that should riding our buses and are not. Then we are implementing the TOPS Plan, which is our recommend service changes and those will come to you throughout the year.

In our Metropolitan Planning Organizing, we have a Regional Traffic Demand Model going on right now. Our Active Transportation Plan and our RTP Update.

There is one thing we did add, because there was a comment about maintaining local roads and jurisdictional roads that are outside of the normal RTC scope. We added \$500,000 to study what the impacts of that would be, including a scope, the need, how to develop the program, what's missing, what's included and what isn't. If you want more detail on that, Dale Keller could step in for questions, but we did take your comments under advisement and added that into the budget.

Commissioner Reese said he appreciates that many of the Mayor's comments from last month were incorporated, so I'm glad to see that it's an iterate process. I know the Mayor was interested in the list of projects that you have included, which is very helpful. The \$500,000 to study the importance of how we as a Region, but within our sub-entities, are dealing with some of the ongoing maintenance, I think that is important. The Mayor's interest and certainly mine as well, was in the concept that we have some challenges on the City of Reno side with ongoing maintenance on accepted roads or roadway improvements. How long do you anticipate that the analysis will take? When could we expect an update about how those funds would be spent?

Dale Keller, RTC Engineering Director, the first question we need the answers to is understanding what the needs are from our sister agencies, City of Sparks, City of Reno and Washoe County? This way we will have a better idea of where the shortfalls are or where we can increase maintenance. We want to answer that question first. From that point forward we can understand the options we can provide the Board to ask us for staff to move forward?

Commissioner Reese said he appreciates that. There were a number of comments made by both Mayor Schieve and Counselwoman Duerr in the last meeting on the Truckee River Path, what is your update on that?

Bill Thomas, RTC Executive Director, with regard to the Truckee River Path, we've already started the conversations with the City of Reno staff, and ultimately, we will do that with City of Sparks and Washoe County, because all of them have a piece of that river corridor. Needing to have these conversations is a few steps ahead of being able to get to you where we want to be, but as I said, we have started conversations with City of Reno staff and we will move forward from there.

Commissioner Schieve said she has just a couple questions. It sounds like there is a conversation or a set aside for maintenance and street lights? Is that correct? If not, how does that happen?

Mr. Schonlau said there is not specific funding for a project or items at this time, so the funding set aside is to determine what the needs of the local jurisdictions are and not actually for implementation. This is multi-faceted, so there are the needs of the local jurisdictions for construction needs, but there is also a funding need internally. I think in our study we need to look at parallel paths to what the needs of the community are and what impacts to the RTC budget and delivery of projects would be. As far as scoping what is necessary in each entity, that would be the primary focus of our study.

Commissioner Schieve asked if there is an actual study happening and if that means that you are going to study it, and then come back and say here is how much we would allocate for maintenance and street lights?

Bill Thomas, there is about \$22.5 million of maintenance money in this budget. As it is set up now, we are set up as a Regional Agency for a selective list that the Region has agreed on for us to spend money. If it's going to be done differently, we need to step back and ask what are we trying to do and

how are we going to do it, so there is a common understanding across the Region. It's not a question of the money being out there, it's just how do we want to spend it, and I think in great part that is influenced by all three staffs and the RTC. At the end of the day there is an understanding amongst all the Regional partners of what this program would be funded with and who would make the decisions.

Commissioner Schieve, I think the frustration is there is a lot of repair work needed, and I brought up last month about the street lights. Those seem to get repaired only when we have a dedicated project and I would like us to do things a little bit different, especially now more than ever, because we've had such a difficult winter, and the roads are not doing well.

Bill Thomas, we do understand that frustration, and because there are multiple players, local jurisdictions maintenance crews and NDOT maintenance crews, it's just making sure that we're not stepping on each other or leaving things unresolved. In order to do it in a cohesive and comprehensive way, we need to have a conversation with all of the people involved to find out where the weaknesses are and where the support is needed.

The City and NDOT have their own maintenance crews for road repairs, but the RTC doesn't. So, we can't go out and make repairs without getting RFPs and going through the process of bids, etc.

Commissioner Schieve, is it was possible to change the model? My frustration is everyone pointing the finger at each other and saying that's not our job. I know this is your model, but it takes a long time to get an RFP in place. I feel there is a major disconnect of how we stay on top of the repairs and who is doing what.

Bill Thomas, I think that is precisely why we want to have something presented to all five of you and to the local governments, so everyone understands what the questions and choices are. At the end of the day, there is only so much that can be done with the resources that we have, and it's not necessarily just money, it's also having the crews out there to do the work. That prioritization can best be handled from a Regional standpoint with the five of you. All of you need understand what the choices are when we move resources, including moving money and people from one thing to another, because it will have consequences, we just want to make sure that there is an understanding.

Adam Spear, RTC General Counsel, Mr. Chair, I might recommend that we're moving a little bit away from the Agenda. I know all of these items are broad, but in terms of weighing the pros and cons of what that program would be or how it would work out, I think is beyond the scope of this item.

Chair Lawson said this sounds like something we need to bring back to the Board and we will do that. Since this is a public hearing, I open this up to anyone in the public wishing to speak. Seeing none, I will bring it back to the dais and I'm looking for a motion.

Motion to approve was made by Commissioner Reese, seconded by Vice Chair Hill, which motion carried unanimously, Chair Lawson ordered that Item 5.1 be approved.

Item 6 DISCUSSION ITEMS AND PRESENTATIONS

6.1. Acknowledge receipt of a report regarding the RTC Bus Stop Improvement & Connectivity Program. (For Possible Action)

Ed Park, RTC Senior Transit Planner, I'm here today to present the completion of the Bus Stop Improvement & Connectivity program. In 2017, the RTC Commission directed the RTC to improve bus stops and bus stop assessability throughout the community. Over the last six years, the RTC has

improved 97 bus stops, along with sidewalk and intersection improvements, as well as the installation of crosswalks. This was a multi-departmental effort, including the Engineering Department with Project Managers, Judy Tortelli, Sara Going and Kimberly Diegle. This also involved Finance for budgeting and acquiring easements when necessary, as well as the Public Transportation Department.

Over 55% of our riders utilize reduced fares including youth, seniors, people with disabilities and U.S. Veterans. Many of them face mobility challenges and have difficulty standing for long periods of time. This program has allowed us to place more amenities at our bus stops, including benches and shelters. Today, over 70% of our bus stops now have a bench, and over 50% of our stops have at least a 5' x 8' firm landing pad for wheelchairs or mobility devices. We can't build bus pads at all of our bus stops due to limited driveway on the streets and/or sidewalks.

I would especially like to thank the leadership direction and guidance of the Board for initiating the improvements for accessibility to, and amenities, at bus stops. The following slides are some examples of how bus stops have looked before and after this program.

Vice Chair Hill said this is great work and is so important because we need to ensure that people who take the bus feel that they have dignity. If they're on the side of the road or in dirt, that's not ok. In my district, my understanding is that we also take care of Incline Village and Crystal Bay bus stops, and we have some recommendations that just came out of a Transportation Plan to improve those stops. They are also in the dirt and temporary and I'm curious if those are on a future plan or if this Board needs to direct that in the future?

Mark Maloney, RTC Director of Public Transportation, we did work very closely on that plan and we are aware of those stops. Our goal is to get through the planning process, refine the process, make it real and then go out and make those improvements. There is right of way and NDOT roadway to work with, so it's a very complex process unfortunately, but we will be undertaking that and fixing those stops up there.

Commissioner Reese said awesome work! I want to know if it is going to continue? Is it our goal to make this a future forward thinking process?

Mark Maloney, I would hope so, but maybe Bill Thomas can provide additional information.

Bill Thomas, RTC Executive Director, for the lack of a better term, we did a surge effort where we took a lot of resources away from our Engineering department from the construction community to get the most important ones done. We are going to be scaling it back a bit to be an ongoing thing, where we will keep addressing it, but at this point, we think we got the most important ones, the ones that were most troubling taken care of. So, you don't need to do anything for us to continue and even if you said you wanted us to do the surge again, we would be struggling with some other things we are trying to get done. Again, it sounds like we're making excuses, but what Mark said is truth, what seems like a very simple thing of pouring concrete is unfortunately not.

Mr. Park said this is an ongoing program where we provide amenities, and we have 26 new shelters that we plan on installing very soon.

Bill Thomas, we have funded a program to keep adding improvements to the facilities. We start with the ones that are used the most, so we can benefit the most people for each activity we do, but ultimately, we'll address all the ones that need some level of improvement, up to and including shade structures and benches.

Adam Spear, RTC Legal Counsel recommends an action to accept the report.

Motion to approve was made by Vice Chair Hill, seconded by Commissioner Garcia, which motion carried unanimously, Chair Lawson ordered that Item 6.1 be approved.

6.2. Acknowledge receipt of the 2022 Annual Report. (For Possible Action)

Laura Freed, RTC Director of Administrative Services, I am here to present the next three items on the Agenda.

The 2022 RTC Annual Report provides the agency an opportunity to share in both written and video format, the accomplishments of the past calendar year and the important transportation investments that we've made for the people of this Region. The written report is in your meeting packet and it contains a summary of projects, public outreach statistics and RTC performance measures. Though this report is on a calendar year basis and not a fiscal year basis, the Board may use this Annual Report as part its agency rating.

The suggested action here is just to accept the 2022 Annual Report.

Bill Thomas, I feel very good as Executive Director, that what we try to do as a team is to make sure that we have ownership of our projects in a positive sense. I'm very proud of all of the employees at RTC and all of the effort they have put into these projects, including late hours and weekend hours to get these projects done.

I also wanted to acknowledge some specific things in that report that I think are worth note. The first one is to thank Dale Keller and his team in Engineering for the \$88 million Infra Grant. If it weren't for that team's effort, I don't think that project would be moving forward and it's a very significant Federal Discretionary Grant that we were able to receive for a very important roadway. In addition, Sparks Boulevard has been a very important project in our Region and particularly for the City of Sparks. Jeff Wilbrecht and Amanda Callegari have been very successful in moving forward a part of that as we work through the environmental process on the rest. I'm very proud that the project was done three months early.

The 100% Alternative Fuel Fleet. It's not something we brag about, but we are industry leaders. There aren't very many, as I look across the country, transit organizations in the country that have achieved 100% alternative fuel. I think the fact that Senator Cortez Masto was here to celebrate with us is an acknowledgement at the Federal level and National level on how important it is to achieve that milestone.

Lastly, the Transit Optimization Plan Strategy that Mark Maloney and Jim Gee lead is very important, and I think it will be an impactful change in the way we provide transit to our community. I think it's going to benefit a lot more people than our previous practices have. I don't want to diminish anything else you saw in that presentation, but I wanted to publicly thank those employees for those specific projects, that I think particularly stick out.

Vice Chair Hill, I just want to thank the team for your incredible work for this community. I'm really inspired by all of the things that have started over the last year and where we can go next as a Board, so thank you Bill and to the whole team.

Commissioner Reese, I think there is a great deal to be proud of and I didn't get the opportunity in the prior presentation by Mr. Schonlau to thank him about the budget. I think it's a very important component and a lot goes into these presentations. One of the things I want to do is continue to lift up

the staff at the organization, and I want to make sure our employees are acknowledged and know that we value them ever so much. The only knock, if I had one on the report, would be that it should have had some more focus on our drivers. We had two drivers here today who had legitimate concerns about morale and the driver side of the organization. That is troubling to me as a Commissioner, because our greatest resource is our people and it includes a lot of people in this room and the folks who are doing the work. It certainly includes all of our drivers. I want to make sure in the coming year that that is one of the things as an organization we're focused on. I want to make sure we grow as a team, and that includes all of the members of the team. In the coming year I hope that will be one of the focuses.

Motion to accept report was made by Vice Chair Hill, seconded by Commissioner Reese, which motion carried unanimously.

Chair Lawson said we will take Item 6.4. before 6.3.

- 6.3. Evaluate the performance of the RTC Executive Director as it pertains to the proper duties of the position and accomplishments for Fiscal Year 2023 and adjust compensation accordingly. (For Possible Action)

Laura Freed, RTC Director of Administrative Services, as we just discussed, all of our RTC Employees participate in the pay for performance program, but the Executive Director has an employment contract with the Board. That stipulates that his performance must be evaluated at or near the end of each fiscal year and a rating of satisfactory or better shall make the Executive Director eligible for a raise. The Board may also award a performance bonus of between 0% and 5%, that is not in addition to base pay.

In your meeting packet is a salary survey that we did, as well as the FY2023 goals and their statuses. Pursuant to Chair Lawson's direction, Board members were given the opportunity to give feedback and comments to the Chair, and I will highlight just a couple of those at the Chair's request.

Board members were impressed with the work on the Transit Optimization Plan Strategies and the collaborative relationship between RTC and NDOT, and RTC and its sister agency, RTC of Southern Nevada. Board members expressed positive feedback about the agency's transparency in finances, especially given the complexity of the RTC budget. Additionally, Board members wished for the Executive Director to continue to work with the cycling community and continue to build trust within the Agency.

The Board Commissioners complimented Mr. Thomas on his open communication, professionalism, accessibility and willingness to take responsibility for things on behalf of the RTC. They appreciated Mr. Thomas's openness in looking into the 360 Evaluation for comments from RTC employees. They would like to continue to see the outreach to the bicycle community. Although the bus drivers are contract employees with Keolis, they would like to see the RTC reach out to them with achievements and appreciation. They would also like to see a policy created on how we do a review for Executive Director, so there is a standard going forward.

Commissioner Reese made a motion that the Executive Director be awarded a 4.5% salary increase and a \$10,000 bonus, as a result of his performance for the FY2023. Vice Chair Hill seconded the motion, which motion carried unanimously.

Mr. Thomas said he is very humbled by the comments from the Board and I hope you all know that I am one who is looking for things to fix. I appreciate each and every one of you sharing with me your perspective, because I don't have that perspective and I really need that help. Thank you very much.

6.4. Rate the Regional Transportation Commission overall agency performance for Fiscal Year 2023 (i.e., July 1, 2022 to June 30, 2023) (For Possible Action)

Laura Freed, RTC Director of Administrative Services. In FY 2013, the RTC Board approved a Pay for Performance Program for employees. The Board's rating of the Agency overall is based upon achievement of established agency goals, which is in your packet. Each year during the common review period, where all of the employees get their evaluation, the Board is asked to provide feedback on the accomplishment of those Agency Goals from the prior fiscal year. The Board may then rate the agency between 0.6 and 1.5, with 1.5 being the highest rating possible. That Agency Rating then comprises 1/3 of the waiting for RTC's pay for performance pool. The other 2/3 comes from inflation data. Those factors are then put into the pay for performance calculations and employees proportionately receive a share of the entire pay for performance pool.

Bill Thomas, what we're looking for from the Board is based upon our performance in this past year, in part with the Annual Report, but probably more specifically in your packet is a listing of everything that has been done. If you feel highly satisfied, then I would recommend that you give the 1.5 to all employees. If you feel like there are some deficiencies and a lower rating is warranted, that is certainly something that we would like to know and we'll make sure we do better next year. If the organization is doing well, we feel like the employees should benefit from that.

Commissioner Reese, being new to the Board, my observations have been very positive. For my part, I am happy to support the highest rating of 1.5.

Vice Chair Hill, I would also give a 1.5 and I'm also new, but I'm impressed by what the organization has been able to do the last year. I think there is a lot of pressure on Transit Agencies, Transportation Agencies and Infrastructure Agencies, and I think RTC has risen to the occasion. I think this Board is going to challenge everyone and I think that everyone will continue to push and do a great job. I'm thrilled to work with everyone and I recommend 1.5.

Commissioner Mariluz Garcia, in my incredibly short tenor here, I would also echo the sentiments of my colleges. I'm still learning a lot, still observing a lot, but as first impressions go with the Annual Report, meetings and onboarding that I've had thus far, I am very impressed, so I'll give you the 1.5 as well.

Commissioner Schieve said I think it's our people that are the ones that drive the best work, so of course I'm very supportive. I'd like to get clarification that this does not include bus drivers, is that correct?

Bill Thomas, they are not included because they are contract employees and this is just for RTC employees.

Commissioner Schieve, I want to make sure the bus drivers are included too, as they are the truly what is moving the City. I'm grateful for all of the work that everyone is doing, you're a phenomenal team and very talented and I have no problem supporting this.

Motion by Chair Lawson to make this unanimous and 1.5 is the agreed amount, which was seconded by Vice Chair Hill.

Item 7 REPORTS (Informational Only)

7.1 RTC Executive Director Report by Bill Thomas

1. National Public Works Week starts this Sunday and runs through May 27th. Public works professionals are vital to our community. They build and maintain our systems for transportation, water supply, water treatment and solid waste systems, public buildings and other facilities that are essential for our citizens. Thank you to all of the RTC's employees and those throughout our community and the state who do this important work for all of us.
2. May is National Bike Month. To do our part, the RTC is offering one week of free transit on RIDE, FlexRIDE, and ACCESS for people who are riding a bike. This service started Monday and it runs until this Sunday. We think this is a great way to incentivize bike-riding and to introduce public transportation to people who may not have ridden the bus in the past. We encourage more use of micromodal and public transportation.
3. Last week, the RTC hosted two of our Washington, D.C. consultants. Ben Rosenbaum of the Porter Group and Auke Mahar-Piersma of Cardinal Infrastructure had the opportunity to meet with some of you. We gave them a tour of some of the projects that the Board identified as federal priorities, as well as the I-80 corridor to the Tahoe-Reno Industrial Center. These two, as well as our other partners in Washington, have been very helpful with our efforts at the federal level. It was their first trip to Reno and one that we think was very worthwhile.
4. On May 6th, the RTC implemented improvements to RIDE bus routes 4, 11, 21, and FlexRIDE. The changes are based on the TOPS Plan that was adopted by the RTC Board in July 2022. This will improve transit access and passenger travel times to allow for better community-wide connectivity. New Route 11 now runs every 30 minutes from the Iron Horse Shopping Center in Sparks to Northwest Reno, extended Route 21 to Northern Medical Center, and expanded the Northwest FlexRIDE allowing for discontinuation of the less efficient Routes 3 & 26. We encourage people to head to our website to check the routes ahead of time.
5. The RTC is proud to partner with the Reno Aces for Micheladas de Reno. It is a part of the Aces' diversity campaign. The first one was held on May Fifth for Cinco de Mayo. It included RTC advertising on the jumbotron, a table with RTC information and free items, and we parked an electric bus in front of Greater Nevada Field. RTC Board Member Devon Reese threw out the first pitch. I would like to thank him for contributing some of his discretionary funding for this campaign. We are sponsoring four more Micheladas de Reno games, this season. The next one is June 21st.
6. The Driver of the month for Keolis is Carl Craig. Carl has worked as a bus operator for RTC Ride since August of 2007. Mr. Craig is known as an "early riser" and prefers the morning schedule. Carl is very punctual and hardly misses a day of work. When there is extra work available and Operations needs a helping hand, management can always count on Carl. Carl loves to chat with his coworkers and make them laugh. Anytime the junior operators need assistance, Carl is there to aid them. Mr. Craig is a leader by example without doubt.
7. The Employee of the month for MTM is Gerald Van Johnson. He has been with MTM in Reno for 8 years and was with MTM in Las Vegas prior to that. Though MTM cannot assign drivers based on requests, Gerald is the most requested driver among the paratransit clients, due to his caring nature and punctuality. He always has a kind word for both coworkers and clients, and takes special care to chat up those who might be lonely or anxious as he transports them where they need to go. Thank you, Gerald, for your exemplary service.

7.2 RTC Federal Report

Mr. Paul Nelson, RTC Government Affairs Manager. Mr. Thomas said that Mr. Nelson is not here today, but we did put an update report in your agenda packet.

7.3 NDOT Director Report

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

- Traffic Safety
- S. Virginia Street Management Plan
- Pyramid Highway Groundbreaking
- I-580 Reno Reconstruction
- Improving Incline Village Highways
- Work Zone Safety and Awareness

I would like to mention that NDOT appreciates the efforts by the RTC team in winning the Infra Grant and acknowledge that it will be shared by NDOT and the RTC for the upcoming project, which will combine both 395 North Valleys Phase 2, which is NDOT's project, and RTC's project for improvements on N. Virginia Street, between McCarran and 395.

Upon conclusion of Deputy Director Tedford report, Chair Lawson asked if the Commissioners had any questions.

Chair Lawson wanted to remind the public to be careful in the work zones, slow down and keep our workers safe.

Item 8 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Schieve asked about agendizing to transfer Clear Acre to a jurisdiction for intended use of public benefit and affordable housing, etc. Is this something that is a possibility?

Chair Lawson said it's a little too early, as we still have one more avenue to investigate before we want to bring that to the public.

Commissioner Schieve thanked Chair Lawson for championing affordable housing.

Item 9 PUBLIC INPUT

Chair Lawson opened the meeting to public input and called on anyone wishing to speak.

Carolos Elizondo, local resident, discussed the bus drivers and their needing to pay attention to the stops for passengers.

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

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:46 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: 6/16/2023

Agenda Item: 4.2.1

To: Regional Transportation Commission

From: Dan Doenges, PTP, RSP, Director of Planning

SUBJECT: Advisory Committees Report

RECOMMENDED ACTION

Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees.

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) is composed of 15 members who are representative of the community. 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 TAC met on June 1, 2023, acknowledged receipt of a report on the Recommended Opportunity Service Changes for September 2023, and acknowledged receipt of a presentation on RTC South Virginia Street TOD Study. The CMAC meeting scheduled for June 7, 2023, was cancelled due to a lack of a quorum. 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: 6/16/2023

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Daniel Doenges, Director of Planning

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning 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.

PLANNING STUDIES

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 is developing a draft study report.</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: Survey and website materials ready in advance of public workshops on 6/5/23; survey to close end of June.</i>	
Active Transportation Plan	
Dan Doenges, Project Manager	https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/
<i>Status: Survey and interactive map open through June. Attended several outreach events to provide information. Virtual meeting held May 24th. Focus group meetings scheduled for mid-June.</i>	
RTC Website Update	
RTC Graphics Team	https://www.rtcwashoe.com/
<i>Status: Working with website maintenance contractor to refine web layout/structure.</i>	

ONGOING PROGRAMS

Data Collection Program	
James Weston, Project Manager	N/A
<i>Status: Field survey conducted to determine ideal data collection conditions at identified locations.</i>	
<ul style="list-style-type: none">• <i>Data being collected at pre-determined locations for project and grant support.</i>• <i>Summary reports being developed for initial collection sites.</i>	
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>Drafting Safe Streets and Roads for All (SS4A) application.</i>• <i>Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</i>• <i>Coordinating with regional partners, including Safe Routes to School Coordinators, on data sharing for safety analysis. Participated in multiple Bike to School events in May.</i>• <i>Transportation Alternatives applications received and scored.</i>	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<i>Status: Meeting on May 23, 2023.</i>	
<ul style="list-style-type: none">• <i>Update on SS4A grant application.</i>• <i>Update on Active Transportation Plan.</i>• <i>Working on update to Vision Zero Safety Action Plan.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Mark Maloney, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations 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

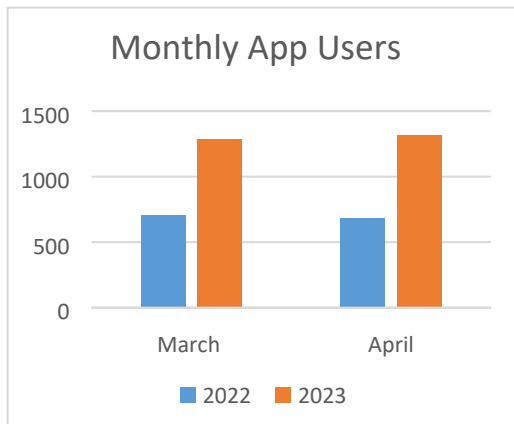
There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

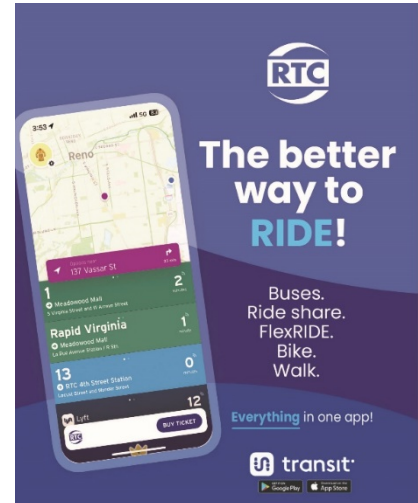
ATTACHMENT A

Highlights

Transit App Usage – During May, RTC staff worked with Vontas to upgrade the software and underlying data used for tracking RIDE vehicles to become better equipped to provide reliable information to our employees and passengers. This data is also used by the Transit app which is available for free to customers to plan, track, and pay for their trip on RIDE or FlexRIDE.



Since launching the partnership with Transit, passenger usage has increased by 94% with over 1,300 active users and 53,000 uses of the app in April. Additionally, 197 passengers are using Transit as an additional payment option along with Token Transit and the traditional farebox. Usage will continue to increase as our marketing increases including advertisements in shelters and Keolis staff placing Transit app notices at all 835 bus stops.



Keolis Staff BBQ Party – On Friday, May 26, Keolis held a BBQ Honoring staff in recognition of Mother’s Day, Father’s Day, and the Memorial Day holidays.



Commissioners Alexis Hill and Devon Reese attended the event which included the distribution of RTC themed Hawaiian shirts for each staff member.



Older Americans Month - In celebration of Older Americans Month, RTC and Neighbor Network of Northern Nevada (N4) partnered with Access to Healthcare Network, MTM Transit, NDOT, State of Nevada Medicaid/MTM NEMT, UNR Sanford Center for Aging, and Washoe County Senior Center (WCSC) to host the "Transportation Options



for Older Adults" event at WCSC on May 23rd. The event provided information and resources on transportation options in Washoe County. Participants received passports to collect initials from each organization's table for a chance to win raffle prizes. About 65 participants filled out the passports and some visited tables for information. RTC wishes to thank all participating organizations and Ryan Crane from WCSC for their contribution. RTC intends to hold more events like this to provide valuable information to our community's senior population.



Spanish Springs High School Students with Disabilities Learn Transportation Independence

– On May 12th at Centennial Plaza, RTC staff taught students how to ride the bus to enable them to lead independent lives as they transition to life after high school and into adulthood. As part of the travel-training event, students learned how to purchase bus tickets, plan a bus trip, and about RTC bus routes throughout the community. In addition, RTC staff provided information on FlexRIDE's on-demand curb-to-curb service; were the students learned how to book a trip by downloading the app on their phone or by calling a dispatcher.

RTC RIDE Key Highlights – May

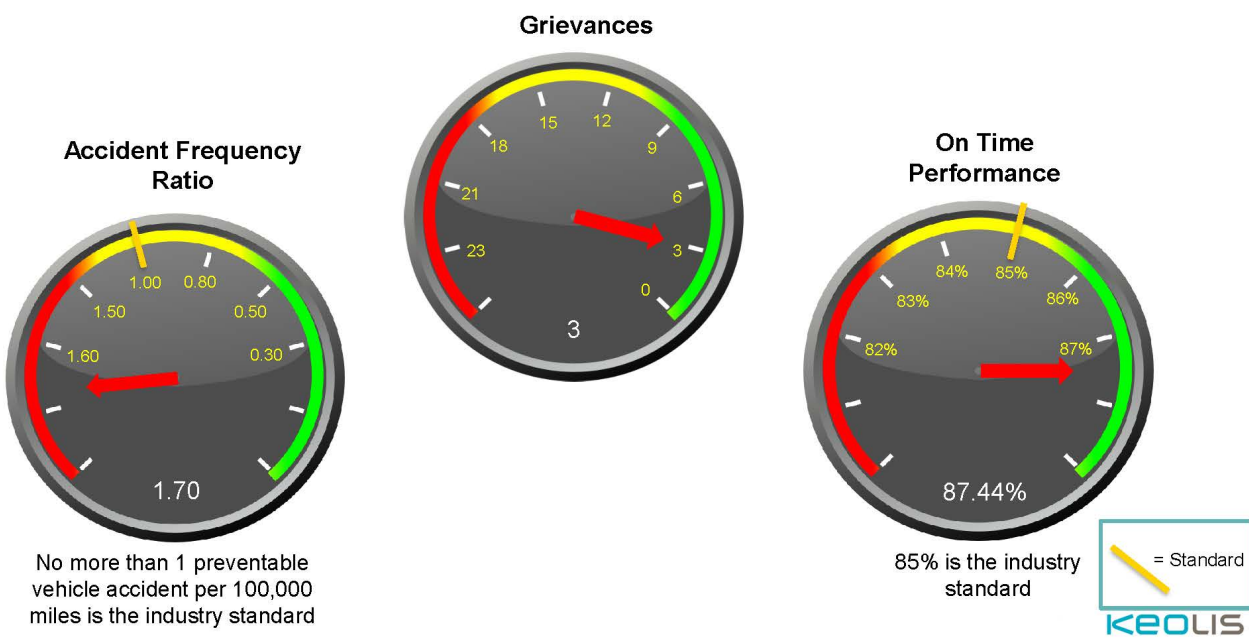
- Released 7 trainees to operations for revenue service.
- 6 driver terminations
- 3 driver resignations
- Several Keolis members participated in Anthrax Training, May 10th
- “Stuff a Bus” for Seniors, May 12th
- Keolis participated in **Operation Zephyr** – Major Casualty Safety Drill, May 24th
- 99% for completed service hours and trips
- Employee Engagement:
 - Keolis held a *Cinco De Mayo* pot luck
 - Keolis, Engagement & Inclusion committee implemented, and together made gift bags for the female employees working Sunday, May 14th, with 80 additional bags handed out to RIDE customers on Mother’s Day.
 - Held Memorial Day employee BBQ on May 26th. Distributed newly designed Hawaiian shirts compliments of the RTC.

- CUTA Training: Classes continue. CYD:
 - 91 employees have completed Module 1
 - 22 employees have completed Modules 1, 2, 3, & 4
 - 25 employees have completed Modules 1 & 2
- 6 new grievances filed, 3 settled.
- 2 ULP's filed, 1 settled.

Keolis represented staffing headcount as of May 31, 2023:

Position	Total Employed	#Needed
Coach Operator Trainees	12	0
Coach Operators	155	5
Dispatchers	5	1
Road Supervisors	4	1
Manager On Duty	5	0
Mechanic A	5	1
Mechanic B	4	0
Mechanic C	5	0
EV Technician	1	0
Maintenance Supervisor	3	0
Electronics Tech	2	0
Body Technician	1	0

Contract Compliance for April

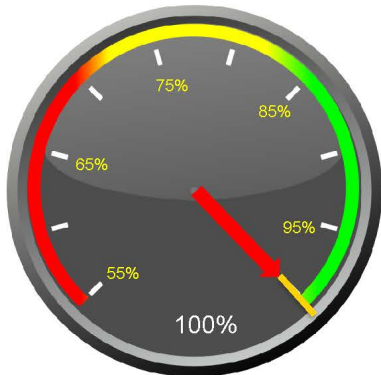


No more than 1 preventable vehicle accident per 100,000 miles is the industry standard

85% is the industry standard

Contract Compliance for April

Preventative Maintenance Inspections



100% is the industry standard

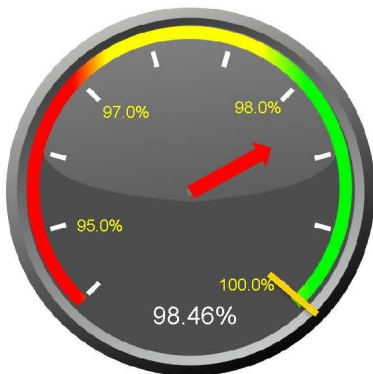
Miles Between Road Calls



15,000 miles is the industry standard



Completed Trips



Valid Complaints per 20,000 Passengers



No more than 1 valid complaint per 20,000 passengers is the industry standard



RTC ACCESS Key Highlights – May

The staff and employees at MTM Transit would like to thank the RTC for the shirts provided on Thursday, May 25th that will become part of the Friday optional dress code and that were immediately worn by drivers on Friday, May 26th. MTM always appreciates the RTC's actions to join us in their events and include MTM in RTC's.

MTM Classes Held:

May 9, 2023 = 2 in class

May 2, 2023 = 3 hired, 1 in service - 2 resigned

Safety:



- **Accidents:**
 - 1 Preventable
 - 1 Non Preventable
- **Incidents**
 - 1 Preventable
- **Injuries:**
 - 0

- **YTD Preventable Accident Count: 4**
- **YTD Injury Count: 3**

- **May Safety Blitz**
 - Pre-trip and Mirror Station / School's out
- **May Safety Meeting**
 - Bicycle, Motorbike, Pedestrian Safety

MTM represented staffing headcount as of May 26, 2023:

Position	Total Employed	#Needed
Drivers	50 FT – 8 PT	5 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	0
Utility Worker	1	0
Facility Technician	1	0

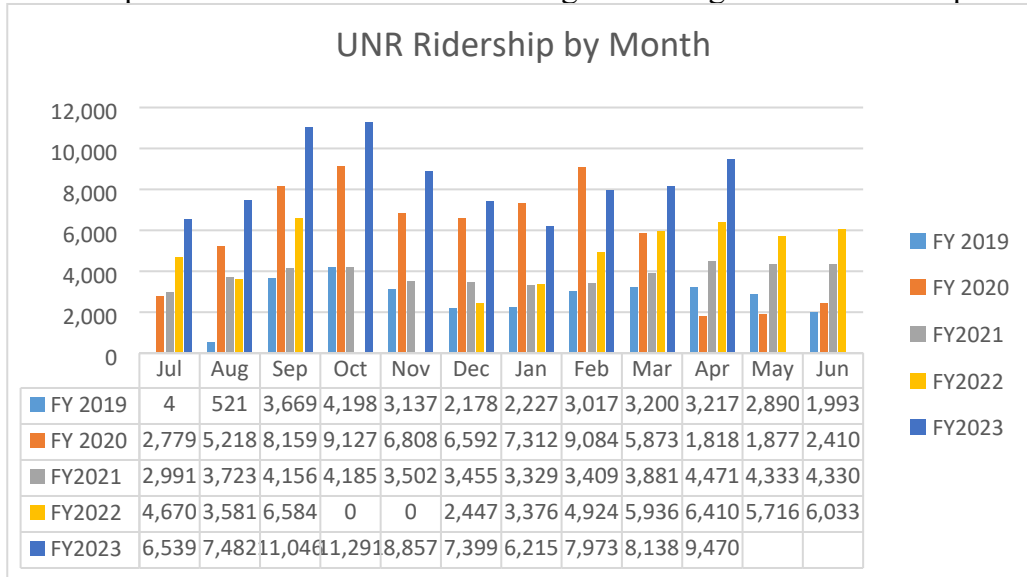
TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools dropped to 333 as Tesla's churn continues. RTC staff continues to work with the Lake Tahoe region in an effort to start more vanpools. Staff met with the Truckee/North Tahoe TMA (Transportation Management Association) again and provided them with data to help them apply for a grant to help subsidize vanpools going to the Lake.
- Staff did 1 The Road ahead shoot on Bike Month.

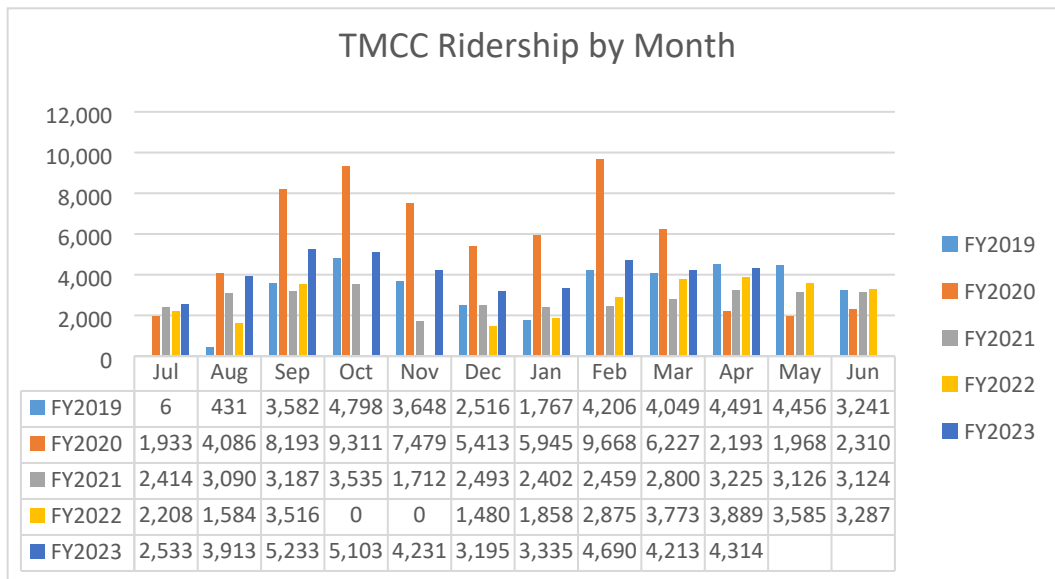


- We continue to work on filling the board for the Northern Nevada Transportation Management Association. Our prospective board members will meet via zoom on July 19.
- Staff attended the Reno Small Business fair on May 4, 2023.
- Staff maned a table at the Reno Aces Micheladas de Reno game night on May 5, 2023.

- Ridership numbers from the ED Pass Program through the month of April 2023:



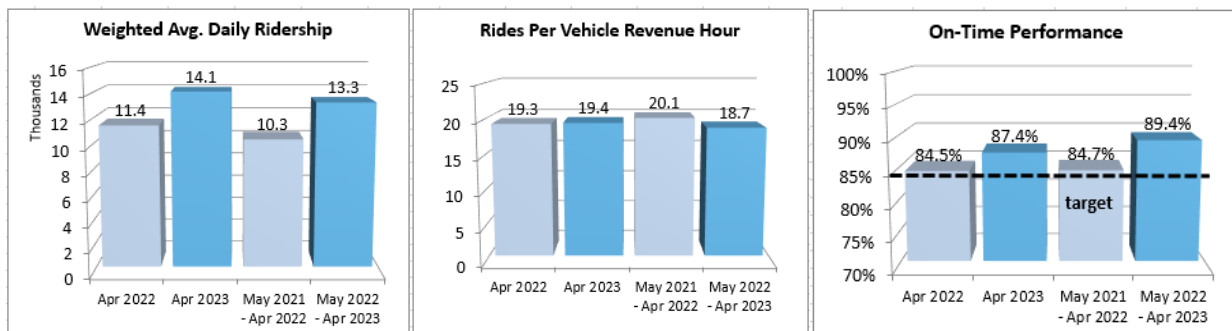
Ridership at UNR is already 17,000 trips higher than any year with 2 months remaining in the fiscal year.



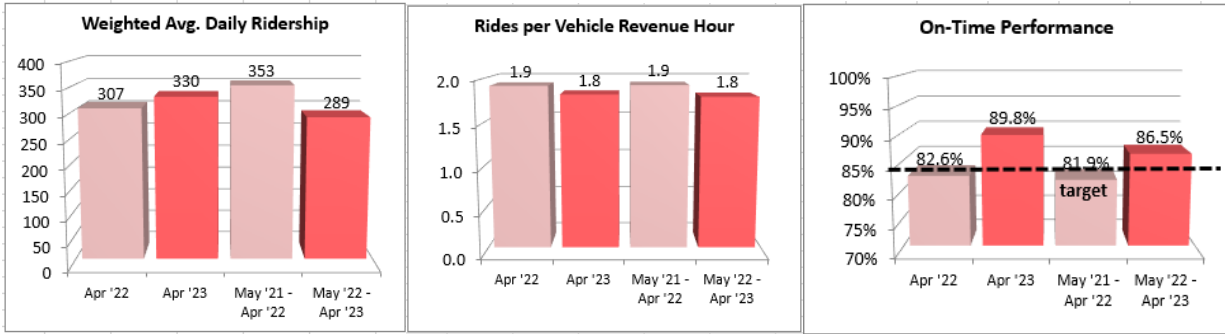
Ridership numbers in October & November of 2021 were affected by the driver strikes.

APRIL 2023 TRANSIT PERFORMANCE

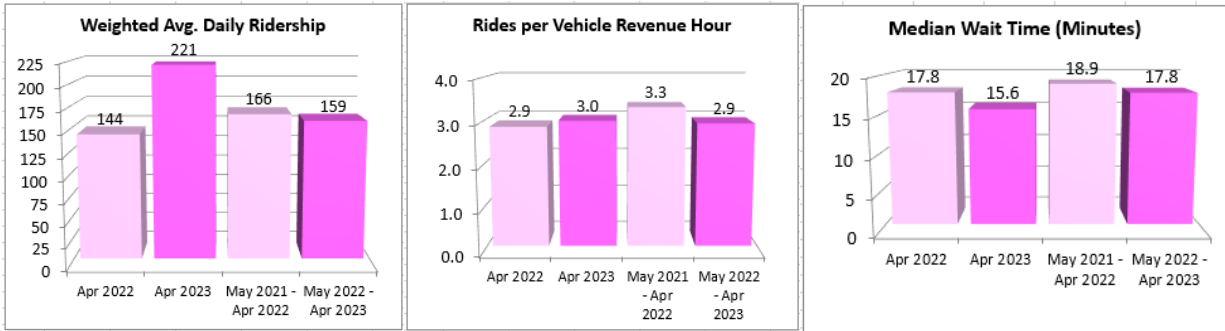
RTC RIDE



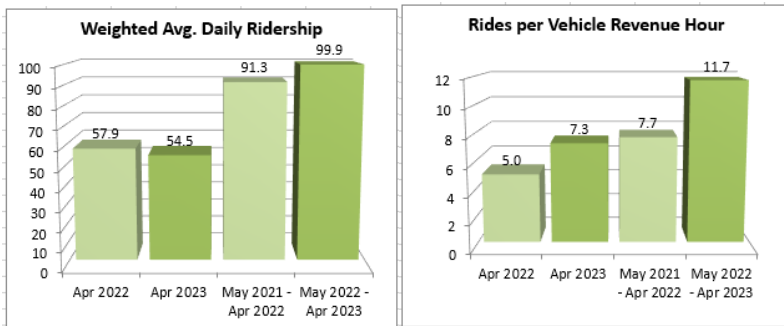
RTC ACCESS



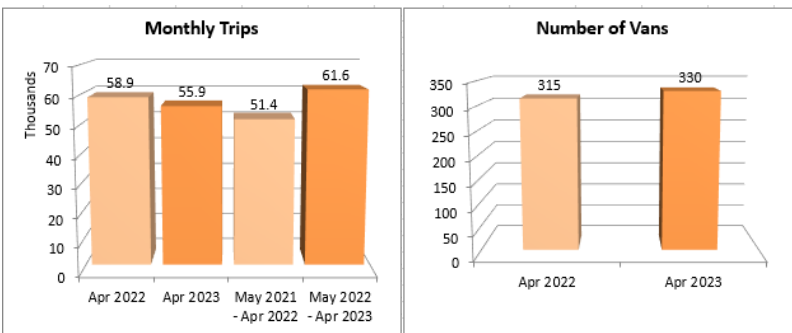
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

SUBJECT: Procurement Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Procurement Activity Report.

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
N/A	

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Villanova Bus Inspection Platform	June 21, 2023
Organizational Culture and Climate Study	June 23, 2023
Regional Freight Study	July 13, 2023

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
RingCentral Annual Cost and Phone Hardware	RingCentral	\$65,680
RingCentral Contract Annual Service	RingCentral	\$36,000
3-Year Contract Maintenance/Testing of Generators at CP, 4SS, Terminal	Cashman Equipment	\$30,000
Geiger Grade Road Circulation and Access Plan	Headway Transportation	\$25,000

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: 6/16/2023

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

See Attachment A 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: Construction is complete.</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. The project is being evaluated as part of the Downtown Micro Mobility Network Phase 1.</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: Ongoing coordination with NDOT and City of Reno. 90% design plans were submitted. Right-of-way process and Public/Stakeholder meetings are underway. Construction is tentatively scheduled for summer 2024.</i>	

Sparks Boulevard	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	SparksBLVDproject.com.
<i>Status: South Phase: Minor construction items including installation of illuminated street signs, PCCP slab replacement, slope erosion improvements, and restriping will occur through May of 2023.</i>	
<i>North Phase: The final Environmental Assessment document for the North Phase is complete and the public comment period closed May 5. The project is reviewing comments received and will begin work on response and work towards preparing a draft Finding of No Significant Impact. Project design will continue to advance with final design anticipated for late summer 2023. Utility relocations are being evaluated to ensure project improvements are not in conflict.</i>	

Steamboat Parkway Improvement	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The utility coordination and right-of-way acquisition process is ongoing. Construction is anticipated to start by summer of 2023.</i>	

Traffic Signal Timing 6	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: Signal timing at the Sky Vista / Vista Knoll intersection is being reevaluated due to adjacent road work. Signal timing at the West McCarran / I-80 interchange is being reevaluated due to recent traffic increases.</i>	

Traffic Signal Timing 7	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/
<i>Status: Interlocal cooperative agreements are currently being considered by the RTC Board, and Reno and Sparks City Councils.</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: The roundabout construction began in March with the construction of the retaining wall. Construction will continue throughout the summer.</i>	

Traffic Management – ITS Phase 4	
Doug Maloy, Engineering Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/
<i>Status: The project will be complete this month pending favorable weather to allow minor remaining work at the Pyramid Way and Prater Way intersection.</i>	

Traffic Signal Modifications 22-01	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing.</i>	

South Meadows Traffic Enhancements	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/
<i>Status: The consultant is completing final design. Right-of-way acquisition and NDOT permitting is ongoing. The project is scheduled to advertise for construction bids in early July.</i>	

Traffic Signal Installations 23-01	
Alex Wolfson, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/
<i>Status: Design is nearing 100% and easement acquisitions are underway. Construction to begin in late summer or early fall.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: The 60% design is complete. 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 Traffic Improvements and Resiliency	
Amanda Callegari, Segment 2 Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 2 – A Request for Proposals (RFP) for environmental services and final design was released on January 12, 2023 and proposals were received February 16, 2023. An agreement with the selected firm is anticipated to come to the July 2023 Board for approval. RTC submitted a FY2023 RAISE Grant Application in February and will be notified of results in June 2023.</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 60% design is complete. The right-of-way acquisition process has begun. Coordination with utility companies is on-going. Outreach with adjacent business owners and with Reno Sparks Indian Colony continues.</i>	
Oddie/Wells Multimodal Improvements	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status:</i>	
<i>Landscape installation on Phase 1 (Pyramid Way to Sullivan Lane in Sparks)</i>	
<i>Finishing installation of Storm Drain and concrete work on the northside of Oddie Blvd on Phase 2 (Sullivan Lane in Sparks to east of US 395 in Reno). Paving operations to be completed at the end of June.</i>	
<i>Privacy wall installation along Oddie Blvd on Phase 3 (Silverada Boulevard to Sutro Street in Reno) has been completed.</i>	
<i>Construction activities on Phase 3 are paused during the Reno Rodeo and will resume after July 4th.</i>	
<i>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: Construction activities are ongoing. Public outreach efforts continue to as the team works on a roundabout education campaign tailored to the project area. This project is anticipated to be complete this fall.</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. No progress on this in recent months.</i>	

PAVEMENT PRESERVATION PROJECTS

4th Street (Sparks) Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: Construction started in April 2023, and will continue throughout the summer.</i>	

Arrowcreek Parkway Rehabilitation	
Kimberly Diegle, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: The Contract was awarded to Sierra Nevada Construction (SNC). Construction began on June 12 and will continue for approximately 10 weeks.</i>	

Holcomb Avenue Rehabilitation	
Amanda Callegari, Project Manager	https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/
<i>Status: The Contract for this Project was awarded to Granite Construction. Construction began on May 8, 2023 and will continue for approximately 12 weeks.</i>	

Selmi Drive Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/
<i>Status: DOWL (former Farr West Engineering) is the selected team for the design. 90% design plans are underway. Construction is tentatively scheduled for spring 2024.</i>	

Sutro Street & Enterprise Road Rehabilitation	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<p><i>Status: Construction contract was awarded to Sierra Nevada Construction (SNC) and construction on Sutro Street started on April 3rd and was completed at the end of May.</i></p> <p><i>Enterprise Road construction started June 5th and is expected to be completed by the end of June.</i></p> <p><i>Enterprise Road is closed during construction from Evans Avenue to Valley Road. Public notices have been distributed to adjacent properties and appropriate advanced signs with detours are in place.</i></p>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<p><i>Status: This project is on hold due as a result of ongoing coordination with City of Reno.</i></p>	

Peppermill BRT Station	
Ian Chamberlain, Project Manager	
<p><i>Status: The construction is ongoing throughout the summer.</i></p>	

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

Project	Vender	Scope	Amount
N/A			



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.2.6

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

SUBJECT: Monthly Outreach Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Outreach Report from the Communications staff.

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.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

Outreach Activities
Paul Nelson, Project Manager
<i>Status: RTC staff conducted the following outreach activities from May 13-June 2</i> <i>May 23 – Older Americans Month Event</i> <i>May 26 – RTC Employee BBQ</i> <i>May 30 – Verdi Community Meeting</i> <i>May 31 – TRPA Tour of Virginia Street BRT</i> <i>June 1 – RTC Technical Advisory Committee Meeting</i>
Media Relations & Social Media
Paul Nelson, Project Manager
<i>Status: The RTC issued seven news releases and received eight media inquiries regarding the Pyramid Project, 4th Street Closure in Sparks, Keystone Bridge, Stuff-A-Bus for Seniors, Lemmon Drive safety, Verdi Community Meeting.</i>
<i>Social media was used to promote and provide information about the Pyramid Highway Project Groundbreaking Ceremony, Transit Improvements, Holcomb Project, the Addition of Commissioner Mariluz Garcia to the RTC Board, Micheladas de Reno, RTC Board Member Devon Reese Throws First Pitch at Aces Game, Active Transportation Plan, Free RIDE for Bicyclists, Walk & Roll Truckee Meadows Virtual Meeting, Sutro Street Closure, All-Way Stop on Sky Vista Parkway, Stuff-A-Bus for Seniors, Verdi Community Meeting, Memorial Day Transit Service, South Virginia Street Study, Mesa Park Road Closure, Sky Vista Project Bus Detour, The RTC BBQ, TRPA Tour.</i>
<i>Social media metrics for the month of May: 14,881 impressions on Facebook, Twitter, YouTube, and Instagram.</i>
Informational Materials and Video Production
Paul Nelson, Project Manager
<i>Status: Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Sky Vista Project, Bike to Work Week/Free RIDE, Active Transportation Plan, Verdi Community Meeting, Memorial Day Transit Schedule, Mesa Park Road Closure Extended, Enterprise Road Closure, South Virginia Street Study.</i>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Senior Technical Planner

SUBJECT: Citizens Multimodal Advisory Committee Appointments

RECOMMENDED ACTION

Approve the RTC staff recommended appointments/reappointments to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2026:

- David Giacomini (reappointment)
- Paul Hewen (reappointment)
- Kelly Orr
- Eric Ammerman
- Juan Manuel Martinez
- Judy Kathleen Stanfield (partial term)

Approve the RTC staff recommended appointments as alternate members to the CMAC:

- Ryan Bernadett
- Michael Gawthrop-Hutchins
- Moses Mckeague
- Panah Stauffer

BACKGROUND AND DISCUSSION

The CMAC is composed of 15 members who are representative of the community. The CMAC provides input to the RTC on policy issues relative to public transportation, the regional street and highway system, pedestrian and bicycle facilities, and multimodal transportation planning. Members must reside within Washoe County. Staff reviews applicants for attributes such as interests and use of different transportation modes, geographic distribution, and community service and makes recommendations to the Board for appointment to the committee. This action will appoint/reappoint six regular members, and four alternate members to the CMAC. Appointments will be effective July 2023 through June 2026.

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: 6/16/2023

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Signal Timing 7 Project - Interlocal Cooperative Agreement with UNR

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno (UNR) for the Signal Timing 7 project, in the reimbursement amount not-to-exceed \$960,000.

BACKGROUND AND DISCUSSION

This interlocal cooperative agreement (ICA) provides funding, and defines roles and responsibilities for UNR to provide technical services that assist the RTC in observing, developing, and implementing new signal timing along major corridors in the Reno/Sparks area. This new Traffic Signal Timing project begins a new 3-year cycle of improving traffic signal coordination along major Reno/Sparks roadways.

Federal guidelines recommend reviewing and updating traffic signal timings every 3 - 5 years. UNR has been providing these technical services to the RTC since 2014. The work conducted through this program improves air quality and travel times by reducing congestion.

This 3-year agreement (see Attachment A) allows the RTC to reimburse UNR in an amount not-to-exceed \$320,000 annually, for a total contract not-to-exceed of \$960,000. The agreement term for this ICA is July 1, 2023 thru June 30, 2026.

FISCAL IMPACT

Fuel tax funding for this agreement is included in the FY 2024 budget and will also be included in the FY 2025 and FY 2026 budgets.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

TRAFFIC SIGNAL TIMING 7
INTERLOCAL COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into on July 1, 2023, by and between the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (hereinafter the “UNIVERSITY”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, the purpose of this Agreement is to promote increased efficiency in the design, construction and operation of streets and highways in Washoe County, Nevada; and

WHEREAS, the services to be provided by the UNIVERSITY will be of benefit to the RTC and to the people of Washoe County, Nevada; and

WHEREAS, the UNIVERSITY, through its Civil Engineering Department, is willing and able to perform the technical services needed to supplement those of the RTC for the purpose of traffic engineering related studies;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

A. RTC agrees to:

1. To reimburse UNIVERSITY, upon the receipt of valid quarterly invoices, for costs of work requested by RTC in an amount not-to-exceed \$80,000 quarterly, and \$960,000 in the aggregate. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A.
2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that all items of concern are to be reported to the RTC’s Project Manager.
3. To observe, review, and inspect all work associated with the project during implementation to insure adherence to project standards, specifications, and criteria.

4. In furtherance of University's role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication and/or presentation by the University and RTC acknowledges that University may publish and/or present the results of research conducted in connection with this Agreement.

B. UNIVERSITY agrees to:

1. To provide the RTC, through its Civil Engineering Department, analysis, data collection, and program development services identified in Exhibit B.
2. To invoice the RTC quarterly for reimbursement of costs in an amount not-to-exceed \$80,000 quarterly, and \$960,000 in the aggregate. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit A. The UNIVERSITY will provide supporting documentation that the work performed conforms to the tasks and deliverables requested by RTC.

C. It is mutually agreed that:

1. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
2. The performance period of this Agreement is July 1, 2023 to June 30, 2026. No payment shall be made for work accomplished outside the performance period.
3. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

If to UNIVERSITY:

TECHNICAL MATTERS:

Dr. Zong Tian, Ph.D, P.E.
Department of Civil and Environmental Engineering
University of Nevada, Reno
Reno, NV 89557-0152
Phone: (775) 784-1232
Fax: (775) 784-1390
E-mail: zongt@unr.edu

CONTRACTUAL MATTERS: Office of Sponsored Projects/325
Thomas Landis
University of Nevada, Reno
1664 N. Virginia St.
Reno, Nevada 89557
Phone: (775) 784-4040
Fax: (775) 784-6680
E-mail: ospadmin@unr.edu

If to RTC: Dale Keller, P.E., Engineering Director
c/o Alex Wolfson, P.E., Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
Fax: (775) 348-0170
E-mail: awolfson@rtcwashoe.com

5. The RTC does not provide any warranty that the estimate is an accurate reflection of the final cost. The RTC disclaims any such warranty. The final costs may vary widely depending on the type of work, scope of work, and the manner in which the work is performed. All parties hereto shall be wary in their reliance on the estimates set forth in this Agreement.
6. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.
7. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents, which may occur during or which may arise out of the performance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel. UNIVERSITY indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$200,000 per cause of action.
8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any RTC breach shall never exceed the amount of funds which have

been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
10. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
13. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
15. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
17. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
19. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
21. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
22. This Agreement, including the program elements to be incorporated herein per part B, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have to have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BOARD OF REGENTS,
NEVADA SYSTEM OF HIGHER
EDUCATION, on behalf of the University of
Nevada, Reno

By _____
Bill Thomas, AICP, Executive Director

By _____
Charlene Hart
Associate VP for Research Administration

Exhibit A: Cost Estimate for FY24-26

Project: RTC Traffic Signal Timing Phase 7

Budget	Year 1			Year 2			Year 3		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
Faculty and Staff	900	\$107	\$ 96,110	900	\$110	\$ 98,993	900	\$113	\$101,963
Grad Students	2680	\$ 31	\$ 81,923	2680	\$ 31	\$ 84,381	2680	\$ 32	\$ 86,912
Undergraduate Students	1184	\$ 15	\$ 18,204	1184	\$ 15	\$ 18,204	1184	\$ 15	\$ 18,204
Data Collection, Materials and Program Development			\$ 13,001			\$ 7,219			\$ 1,277
Grad Student Tuition			\$ 12,420			\$ 13,068			\$ 13,716
<i>Direct Costs</i>			\$221,658			\$221,865			\$222,072
Indirect Costs			\$ 98,342			\$ 98,135			\$ 97,928
Total			\$320,000			\$320,000			\$320,000

Salary hourly rates are inclusive of fringe rates for the University of Nevada, Reno, which based on approved DHHS rates. The rate for professional salaries is 32.3%. The rate for graduate assistants is 16.7% of requested wages. The rate for undergraduate wages is 2.5%. A 3% salary escalation is also included per year for Faculty/Staff and grad students. *Note all figures rounded to nearest dollar.*

Tuition is required on all assistantships at UNR. *Tuition costs are excluded from the F&A base.*

The University of Nevada, Reno has an approved, federally negotiated facilities and administrative cost rate for on-campus research of 47.0% (07/01/23-12/31/26).

Total Cost: \$960,000

RTC REGIONAL SIGNAL RE-TIMING – PHASE 7

Submitted by

Principal Investigator

Zong Z. Tian, Ph.D., P.E.

Center for Advanced Transportation Education and Research (CATER)

Department of Civil & Environmental Engineering

University of Nevada, Reno

Reno, NV 89557

Email: zongt@unr.edu

Tel: (775)784-1232

April 8, 2023

RTC REGIONAL SIGNAL TIMING – PHASE 7

The regional signal re-timing project for the Reno-Sparks metropolitan area and Washoe County is an ongoing collaborative effort among the local agencies: RTC, City of Reno, City of Sparks, Washoe County, and UNR. The project was initiated in 2014 and was named Signal Timing – Phase 4. Prior to 2014, three phases of major signal re-timing were performed by different consulting firms from outside of the local region, as no local consulting firms had the expertise of performing the signal timing work. Starting Signal Timing – Phase 4 in 2014, approximately 150 signalized intersections are re-timed each year to keep the signal timing plans up to date to best serve the ever-changing traffic flow conditions. Signal re-timing has proven to be one of the most effective traffic management and operational strategies with typical benefit-cost ratios ranging between 15:1 and 300:1.

Signal Timing – Phase 7 will be a 3-year agreement with an anticipated starting date on July 1, 2023. The scope of work of this phase of the project includes the following major tasks.

Task 0: Project Management

UNR will designate one full-time staff to assist RTC's project manager in the overall coordination and management of the project tasks. Monthly meetings will be conducted among stakeholders to ensure the project is on schedule and any service requests from the stakeholders are addressed in a timely manner. The UNR team will handle any citizen complaints related to signal timing and operations.

Task 1: Data Collection

The UNR team will collect necessary traffic/pedestrian volumes, geometry, travel time, and speed data for signal timing design and evaluation. The UNR team will also provide other necessary technical assistance to RTC and other local agencies such as updating basic signal timing parameters (pedestrian WALK, FDW, yellow, and red clearance intervals), vehicle speed collection, and other traffic related data collection tasks.

Task 2: Timing Development and Field Implementation

The UNR team will work closely with RTC project manager and the city's staff on developing and implementing signal timing plans in the region. About 100 signals need to be re-timed each year according to the agreement among the stakeholders. Depending on the characteristics of the corridors, the time interval between each re-timing effort can vary. However, each corridor needs to be closely monitored for any traffic flow changes or signal timing malfunctions. Minor signal timing adjustments are part of the on-going effort.

Task 3: Other Traffic Engineering Services

The UNR team will provide additional services related to traffic signal control and operations. Such services include but are not limited to: (1) signal warrant analysis; (2) left-turn control type (e.g., permitted, protected, protected/permitted, split phasing) analysis and recommendation; (3) micro-simulation analysis of new design and signal control concepts.

Task 4: Project Report

Results from the project will be documented in technical reports. The report will include detailed before-after travel run results as well as issues identified and recommendations for improvements.

Proposed Budget

The project period is from July 1, 2023 to June 30, 2026 for a total of 36 months. The total estimated budget is \$960,000, and the detailed breakdown of the cost items is included in Exhibit A.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Signal Timing 7 Project - Interlocal Cooperative Agreement with City of Reno

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Reno for the Signal Timing 7 project, in a reimbursement amount not-to-exceed \$150,000.

BACKGROUND AND DISCUSSION

This interlocal cooperative agreement (ICA) provides funding, and defines roles and responsibilities for City of Reno to provide technical services and software that assist the RTC in observing, developing, and implementing new signal timing along major corridors in the Reno/Sparks area. This new Traffic Signal Timing project begins a new 3-year cycle of improving traffic signal coordination along major Reno/Sparks roadways.

Federal guidelines recommend reviewing and updating traffic signal timings every 3 - 5 years. The work conducted through this program improves air quality and travel times by reducing congestion.

This 3-year agreement (see Attachment A) allows the RTC to reimburse City of Reno in an amount not-to-exceed \$50,000 annually, for a total contract not-to-exceed of \$150,000. The agreement term for this ICA is July 1, 2023 thru June 30, 2026.

FISCAL IMPACT

Fuel tax funding for this agreement is included in the FY 2024 budget and will be included in the FY 2025 and FY 2026 budgets.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

TRAFFIC SIGNAL TIMING 7
INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on July 1, 2023, by and between the City of Reno (hereinafter “Reno”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Reno jurisdictional Boundaries; and

WHEREAS, Reno owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, RTC will reimburse certain software costs associated with the Project, and certain direct salary and benefit hourly rates for Reno staff working directly on the Project; and,

WHEREAS, Reno supports utilization of its staff on a reimbursable basis for work associated with Project; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Reno representatives to: oversee the annual selection of up to one-third of all traffic signals, per year, located within the Reno boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Reno, upon the receipt of valid invoices, for costs of work requested by RTC, in an amount not-to-exceed \$50,000 annually, and \$150,000 in the aggregate, based on actual software costs and staff direct salary and benefit hourly rates associated with the Project as described in Exhibit A (subject to automatic adjustment each year).
3. Reimburse Reno monthly for eligible invoiced Project costs within 30 days of receiving invoices.
4. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices and to the satisfaction of Reno staff.

5. RTC will submit proposed signal timing to Reno for review and approval.

B. Reno agrees to:

1. Assign a designee to represent Reno on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Reno shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Exhibit A (subject to automatic adjustment).
3. Invoice the RTC no later than June 30 of each year for final annual billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Reno shall provide the RTC with monthly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is July 1, 2023 to June 30, 2026. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Reno: Kerrie Koski, P.E., Director of Public Works
 c/o Kurt Dietrich, P.E, PTOE, Traffic Engineer
 City of Reno
 P.O. Box 1900
 Reno, NV 89505

If to RTC: Dale Keller, P.E., Engineering Director
c/o Alex Wolfson, P.E., Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF RENO

By _____
Bill Thomas, AICP, Executive Director

By _____
Hillary L. Schieve, Mayor

APPROVED AS TO FORM:

Deputy City Attorney

ATTEST:

Mikki Huntsman, City Clerk

EXHIBIT A

<u>Job Description</u>	<u>Direct Salary and Benefit Hourly Rate</u>
Traffic Engineer.....	\$126.05
Associate Civil Engineer.....	\$93.02
Traffic Signal Technician.....	\$65.93
Traffic Signal Mechanic.....	\$62.66



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: Alex Wolfson, Project Manager

SUBJECT: Signal Timing 7 Project - Interlocal Cooperative Agreement with City of Sparks

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Sparks for the Signal Timing 7 project, in a reimbursement amount not-to-exceed \$150,000.

BACKGROUND AND DISCUSSION

This interlocal cooperative agreement (ICA) provides funding, and defines roles and responsibilities for the City of Sparks to provide technical services and software that assist the RTC in observing, developing, and implementing new signal timing along major corridors in the Reno/Sparks area. This new Traffic Signal Timing project begins a new 3-year cycle of improving traffic signal coordination along major Reno/Sparks roadways.

Federal guidelines recommend reviewing and updating traffic signal timings every 3 - 5 years. The work conducted through this program improves air quality and travel times by reducing congestion.

This 3-year agreement (see Attachment A) allows the RTC to reimburse the City of Sparks in an amount not-to-exceed \$50,000 annually, for a total contract not-to-exceed of \$150,000. The agreement term for this ICA is July 1, 2023 thru June 30, 2026.

FISCAL IMPACT

Fuel tax funding for this agreement is included in the FY's 2024 budget, and will also be included in FY 25 & 26 budgets.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

TRAFFIC SIGNAL TIMING 7
INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on July 1, 2023, by and between the City of Sparks (hereinafter “Sparks”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Sparks jurisdictional Boundaries; and

WHEREAS, Sparks owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, RTC will reimburse certain software costs associated with the Project, and certain direct salary and benefit hourly rates for Sparks staff working directly on the Project; and

WHEREAS, Sparks supports utilization of its staff on a reimbursable basis for work associated with Project; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Sparks representatives to: oversee the annual selection of up to one-third of all traffic signals, per year, located within the Sparks boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Sparks, upon the receipt of valid invoices, for costs of work requested by RTC, in an amount not-to-exceed \$50,000 annually, and \$150,000 in the aggregate, based on actual software costs and staff direct salary and benefit hourly rates associated with the Project as described in Exhibit A (subject to automatic adjustment each year).
3. Reimburse Sparks monthly for eligible invoiced Project costs within 30 days of receiving invoices from Sparks.
4. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices and to the satisfaction of Sparks staff.

5. RTC will submit proposed signal timing to Sparks for review and approval.

B. Sparks agrees to:

1. Assign a designee to represent Sparks on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Sparks shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Exhibit A (subject to automatic adjustment each year).
3. Invoice the RTC no later than June 30 of each year for final annual billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Sparks shall provide the RTC with monthly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtewashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is July 1, 2023 to June 30, 2026. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Sparks: Jon Ericson, P.E., PTOE, City Engineer
c/o Andrew Jayankura, P.E., PTOE, RSP₁, Traffic Engineer
City of Sparks
P.O. Box 857
Sparks, NV 89432

If to RTC: Dale Keller, P.E., Engineering Director
c/o Alex Wolfson, P.E., Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF SPARKS

By _____
Bill Thomas, AICP, Executive Director

By _____
Ed Lawson, Mayor

APPROVED AS TO FORM:

Wes Duncan, City Attorney

ATTEST:

Lisa Hunderman, City Clerk

Exhibit A

Software

Trafficware ATMS

Synchro

Staff

Direct Salary and Benefit Hourly Rate*

Transportation Manager \$106.83

Transportation Senior Civil Engineer \$71.09

Crew Supervisor \$66.99

Signal Technician \$59.40

*Subject to annual automatic adjustments



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Arlington Avenue Bridges Replacement Project CMAR Delivery Method

RECOMMENDED ACTION

Authorize staff to pursue efforts to deliver the Arlington Avenue Bridges Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method.

BACKGROUND AND DISCUSSION

There are three (3) main types of project delivery methods for publicly funded transportation projects in Nevada: Design-Bid-Build (DBB); Construction Manager at Risk (CMAR); and Design-Build (DB). During the planning phase of the Arlington Avenue Bridges Project, RTC determined that DBB would be the most appropriate delivery method for the project and has been moving forward accordingly (the project is currently at 60% design). Recently, RTC, along with its project partners (City of Reno, NDOT and FHWA), have been reconsidering whether CMAR would be a more appropriate delivery method for the project.

The CMAR delivery method involves procuring a general contractor with specialized experience to serve as a construction manager who assists the RTC in designing the project during the pre-construction phase, and then constructing the project if a construction price, as validated by an Independent Cost Estimator (ICE), is agreed upon by the contractor and the RTC. This general contractor is the “Construction Manager.” The CMAR delivery method is statutorily authorized in NRS 338.1685 et seq.

The CMAR process largely follows the typical DBB process through both the pre-construction and construction phases. However, the uniqueness of CMAR is the involvement of the Construction Manager and ICE during the pre-construction phase to provide constructability and estimating input into the typical design workshops, risk and innovation discussions, and construction schedule development meetings. The other uniqueness of the CMAR process is the Construction Manager's and ICE's development of Opinion of Probable Construction Cost (OPCC) estimates at each major design milestone, all culminating in a Guaranteed Maximum Price (GMP) for construction to secure a construction contract.

As design has progressed on the Arlington Avenue Bridges Project, RTC staff began to identify potential advantages of using the CMAR delivery method, in particular the potential to condense the construction schedule to one season instead of two to achieve costs savings and reduce impacts to Truckee River and surrounding park access. In May, the project team held a series of meetings and used a Project Delivery Selection Approach (PDSA) tool to identify and analyze the advantages and disadvantages associated with both the DBB and CMAR delivery methods, considering the project's goals, challenges, opportunities, risks, and complexities, to form a consensus opinion of the most appropriate delivery method between DBB and CMAR.

Using this systematic PDSA approach and considering other factors, staff has determined that CMAR is the recommended project delivery method for the Arlington Avenue Bridges Project. The CMAR delivery method offers value in terms of potential innovative construction solutions and aesthetic design, reductions in permitting risk, and improved understanding and pricing of construction risk. The Construction Manager may be able to shorten the construction schedule to one season, which could generate cost savings of approximately \$3 million and limit community impacts along the river walk and maximize open river access.

Ultimately, there are a number of events and factors that could prevent RTC from moving forward with the CMAR delivery method. For this project, there are September 2024 deadlines associated with obligating RAISE grant funding for the project which must be met to retain that funding (\$7 million of the overall estimate project cost of \$28-35 million). That means that a delay in the CMAR schedule for any reason could prevent RTC from meeting those deadlines. Therefore, RTC will need to ensure that it is in a position to quickly pivot back to the DBB delivery method if and when necessary. In the event it becomes necessary, staff will terminate the contract with the Construction Manager and pivot back to the DBB delivery method in time to meet the RAISE grant deadlines.

There will be upfront expenditures associated with the CMAR delivery method during the pre-construction phase, including the costs of the construction manager, the ICE, the design team, outside legal counsel, and other consultants, which are estimated to total approximately \$250,000 to \$500,000. There will be substantial staff time and resources required. In the event that RTC pivots back to the DBB delivery method, RTC will still be able to benefit from many (but not all) of those expenditures in terms of benefits to the project (design and cost certainty) and benefits for the Street & Highway program (process and approaches for advancing other upcoming bridge projects).

Staff recommends that the Board approve this item. If the Board approves this item, RTC will pursue efforts to use the CMAR delivery method. If the Board does not approve this item, RTC will move forward with the DBB delivery method.

FISCAL IMPACT

Cost savings are available in the FY2023 Street and Highway budget to cover this item. The approval of necessary contracts and agreements would be presented to the RTC Board at a later meeting.

PREVIOUS BOARD ACTION

11/17/2022 Acknowledged receipt of a report regarding the Arlington Avenue Bridges Replacement Project.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.4.5

To: Regional Transportation Commission

From: Doug Maloy, Engineering Manager

SUBJECT: Vista Boulevard and Prater Way Intelligent Transportation System Project

RECOMMENDED ACTION

Approve a Professional Services Agreement (PSA) with Atkins North America, Inc., (Atkins) for design and optional engineering during construction services for the Vista Boulevard and Prater Way Intelligent Transportation System (ITS) Project, in an amount not-to-exceed \$421,800.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Atkins North America, Inc., (Atkins) is for professional design services for the Vista Boulevard and Prater Way Intelligent Transportation System Project in the amount of \$236,390, and optional engineering during construction services (EDC) in the amount of \$149,410. Project contingency in the amount of \$36,000 is also included in the agreement. The project includes the installation of fiber optic cable and other traffic operations improvements in Sparks, Nevada. The limits of the project are from the existing signal at Prater Way and Lillard Drive to the intersection of Prater Way and Vista Boulevard and continuing south on Vista Boulevard to the signal at Kleppe Lane. Connections and miscellaneous improvements will occur at eight (8) existing traffic signals.

Atkins was selected from the qualified Traffic Engineering Design and Construction Management Services list to perform engineering, construction management, and quality assurance. Atkins' scope, schedule, and budget indicated the amount for design services is within the appropriated budget.

FISCAL IMPACT

Fuel tax appropriations are included in the FY 2024 budget.

PREVIOUS BOARD ACTION

12/17/2021 Authorized the procurement of a qualified list of consultants to provide civil engineering design and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2023, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Atkins North America, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CONSULTANT from the Traffic Engineering and ITS shortlist to perform design and optional Engineering During Construction (EDC) services in connection with the Vista Boulevard/Prater Way ITS Project.

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 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 Statement of Qualifications. 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 consists 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 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 6)	\$236,390.00
Design Contingency (Task 7)	\$21,000.00
Optional Construction Services	\$149,410.00
<u>Construction Services Contingency</u>	<u>\$15,000.00</u>
Total Not-to-Exceed Amount	\$421,800.00

- 3.3. For any work authorized under Section 2.5, "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 2.5, "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 Garrett Rodgers 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 Brian Janes 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
Garrett Rodgers
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: grodgers@rtcwashoe.com
(775) 332-2139

CONSULTANT: Brian Janes, P.E.
Sr. Project Director
Atkins North America
10509 Professional Circle, Suite 103
Reno, NV 89521
Email: brian.janes@atkinsglobal.com
Phone: (775) 789-9831

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

Atkins North America

By: _____
Brian Janes, P.E., Sr. Project Director

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES FOR THE VISTA-PRATER SIGNAL FIBER CONNECTION PROJECT

Introduction

The scope of this project includes design and bid support services with optional construction support services. The project limits extend from the existing signal on Prater Way and Lillard Drive to the intersection of Prater Way and Vista Boulevard and terminates at the intersection of Vista Boulevard and Kleppe Lane. Eight (8) traffic signals are included within the project area. The project will install new conduit and fiber optic cable to improve traffic operations. The project is also expected to install five (5) new pan-tilt-zoom (PTZ) cameras. Camera locations are anticipated to be at the following intersections:

- Vista Boulevard and Prater Way
- Vista Boulevard and Loop Road
- Vista Boulevard and westbound I-80
- Vista Boulevard and eastbound I-80
- Vista Boulevard and Kleppe Lane

The scope of services will generally consist of the following tasks and be performed based on the below schedule:

Task	Description	Start	Finish
1	Preliminary and General Items (Project Management)	June 2023	July 2024
2	Preliminary Design (50% Submittal)	July 2023	December 2023
3	Preliminary Design (90% Submittal)	January 2024	April 2024
4	Final Design (100% Submittal)	May 2024	May 2024
5	NDOT Encroachment Permit	April 2024	May 2024
6	Bidding Services	June 2024	July 2024

1. Preliminary and General Items (Project Management):

1.1. Project Management

CONSULTANT will provide project management services for the duration of the project including closeout activities.

Project management includes 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); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the Regional Transportation Commission (RTC)'s single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

1.2. Agency Coordination

Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate a kick-off meeting and hold bi-weekly progress meetings during course of project. Up to 22 meetings are anticipated for the duration of the project (kickoff meeting, bi-weekly project meetings, and submittal review meetings).

Coordination with Utilities and the City of Sparks will be ongoing throughout the project. CONSULTANT will coordinate meetings and conduct follow up as needed. Up to 8 meetings with Utilities and the City of Sparks are anticipated for the duration of the project. |

All meetings are anticipated to be conducted remotely.

2. Preliminary Design (50% Submittal):

2.1. Investigation of Existing Conditions and Field Inventory

CONSULTANT will obtain and review as-built plans from City of Sparks, NDOT, and/or RTC for existing interconnect systems or related infrastructure improvements projects within the project area.

CONSULTANT will visually evaluate and document existing pull box locations, verify conduit routing, and other interconnect systems within the project area.

Aerial Photography and Right-of-Way Mapping

CONSULTANT will obtain aerial photography, parcel information, and other relevant layers from the RTC and Washoe County GIS. The aerials from Washoe County are controlled by Washoe County Modified State Plane Coordinate System. The project will be controlled off of this coordinate system. Aerial photography will be used in lieu of ground survey for the ITS plan development.

No additional ground survey is included in the is scope. If additional ground survey is required (to verify utilities, etc.), CONSULTANT will provide a separate scope and fee for that effort.

CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the project limits, as well as obtain copies of any recorded maps that identify road rights-of-way and boundary lines.

CONSULTANT will conduct up to two days of field survey to verify Washoe County and Nevada Department of Transportation files are correctly referenced.

This scope assumes no right-of-way acquisitions will be necessary and up to 11 permission to construct (PTC) easements may be needed on Vista Boulevard. CONSULTANT will obtain title reports and develop legal descriptions to support the RTC's right-of-way efforts.

Utility Investigation and Depiction

CONSULTANT will investigate and generally locate utilities within the roadway right-of-way and areas reasonably affected by the project improvements. Utility and infrastructure layout will be based on as-builts and mapping provided by the respective utility agencies. American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02) Quality Level "C" is assumed to be sufficient for this project.

Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be 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 ensure utilities likely affected by the project are drawn on the applicable plan sheets.

Utility pothole exploration is not included with this scope of work. If these services are determined to be needed, a separate scope and fee will be developed for that effort.

CONSULTANT will engage a subcontractor to perform testing of existing conduits to determine their viability for continued use.

2.2. Prepare 50% Design Submittal

CONSULTANT will prepare preliminary construction plans and a preliminary cost estimate suitable for RTC, City of Sparks, and Utilities review.

The construction plans will be on 22" x 34" size sheets (scalable to 11"x17") and will show all relevant elements of the project construction. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans. The 50% plan set will be developed using Microstation and is anticipated to include:

- 1 Cover Sheet
- 1 Project Location Sheet
- 1 General Notes Sheet
- 14 Plan Sheets (1" = 40' scale)
- 10 Detail Sheets

2.3. Perform Quality Control and Deliver 50% Design Submittal

CONSULTANT will perform a thorough quality control review of the plans,

specifications, and preliminary cost estimate prior to submitting deliverables to the client. All quality control comments will be sufficiently resolved and documented using a 5-step review process. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Submittal documents will be submitted electronically to the RTC, City of Sparks, and Utilities for review as summarized:

RTC:

- 11" x 17" format 50% design plans
- Engineer's opinion of probable construction cost estimate

City of Sparks:

- 11" x 17" format 50% design plans

Utilities:

- 11" x 17" format 50% design plans

3. Preliminary Design (90% Submittal):

3.1. Prepare 90% Design Submittal

CONSULTANT will advance the previous submittal to include additional design detail and updates resulting from RTC, City of Sparks, Utilities, and Quality Control review comments on the previous submittal.

CONSULTANT will prepare an outline of the technical specifications. RTC will provide the boilerplate specifications in MS Word format. The contract documents and outline of the technical specifications will reference the 2012 edition of Standard Specifications for Public Works Construction (Orange Book) with revisions through 10/19/2018 for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book.

The 90% construction plans will be on 22" x 34" size sheets and will show all elements of the project construction. The final plan set is anticipated to include up to:

- 1 Cover Sheet
- 1 Project Location Sheet
- 1 General Notes Sheet
- 13 Plan Sheets (1" = 40' scale)
- 4 Pavement Restoration Sheets (1" = 40' scale)
- 10 Detail Sheets
- 9 Splicing Diagram Sheets

3.2. Perform Quality Control and Deliver 90% Design Submittal

CONSULTANT will perform a thorough quality control review of the plans, specifications, and preliminary cost estimate prior to submitting deliverables to the client. All current and previous submittal quality control comments will be sufficiently resolved and documented using a 5-step review process. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Plans and specifications will be submitted electronically to the RTC, City of Sparks, and Utilities for review consistent with the previous submittal.

Submittal documents will be submitted electronically to the RTC, City of Sparks, and Utilities for review as summarized:

RTC:

- 11" x 17" format 90% design plans
- Technical specifications to a 90% level
- Engineer's opinion of probable construction cost estimate

City of Sparks:

- 11" x 17" format 90% design plans
- Technical specifications to a 90% level

Utilities:

- 11" x 17" format 90% design plans
- Technical specifications to a 90% level

4. Final Design (100% Submittal):

4.1. Prepare Final Design Submittal

CONSULTANT will advance the previous submittal to include additional design detail and updates resulting from RTC, City of Sparks, Utilities, and Quality Control review comments on the previous submittal. Plans and technical specifications shall be suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements.

The final construction plans will be on 22" x 34" size sheets and will show all elements of the project construction. The final plan set is anticipated to include up to:

- 1 Cover Sheet
- 1 Project Location Sheet
- 1 General Notes Sheet

- 13 Plan Sheets (1" = 40' scale)
- 4 Pavement Restoration Sheets (1" = 40' scale)
- 10 Detail Sheets
- 9 Splicing Diagram Sheets

4.2. Perform Quality Control and Deliver Final Design Submittal

CONSULTANT will perform a thorough quality control review of the plans, specifications, and preliminary cost estimate prior to submitting deliverables to the client. All current and previous submittal quality control comments will be sufficiently resolved and documented using a 5-step review process. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

Plans and specifications will be submitted electronically to the RTC, City of Sparks, and Utilities for review consistent with the previous submittal. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation.

5. **NDOT Encroachment Permit:**

5.1. Permit Coordination

CONSULTANT will prepare and process an encroachment permit package through the Nevada Department of Transportation for the portions of the project. CONSULTANT will participate in a pre-permit meeting before submitting the permit application. Any revisions required by NDOT will be made on the plans before finalizing the permit. The RTC and City of Sparks will be the co-applicants on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit.

It is assumed that the RTC, as a public entity, will be exempt from the application fee.

5.2. Permit Plan Development

Final design plans withing NDOT's alignment and right-of-way information will be reformatted to Department standards to support the permit application. CONSULTANT assumes NDOT will provide alignment and right-of-way information in CAD format. NDOT as-built plans will be used, if necessary, to establish a centerline and right-of-way on the encroachment permit plan set.

6. **Bidding Services:**

6.1. Plan Set and Specification Distribution

CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Procurement system.

6.2. Pre-bid Meeting

CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

6.3. Bid Opening

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet to verify the quantities and costs of the bid items.

7. **Design Contingency:**

This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 6. If CONSULTANT determines that it is necessary to perform work outside of the scope covered, 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 written approval.

8. **Optional Construction Services (Sole Option and Discretion of RTC):**

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. Upon receiving authorization from the RTC, the CONSULTANT will prepare a detailed scope of work for the Construction Support Services, along with a detailed estimate of fees for these services. Optional fee will be reviewed and amended when the RTC authorizes the CONSULTANT for these services.

Exhibit B

Compensation

Exhibit B - Schedule of Services

TASK	DESCRIPTION	Design							Construction					Hours Subtotal	Direct Expenses	Expense Description	Lump Sum Task Amounts
		Sr Project Dir/ Project Mgr	Sr Eng IV	ITS Tech Mgr	Sr Eng II	Sr ITS Analyst II	Sr Eng I	Eng II	RE	Sr Inspector	Document Control	Estimator/ Scheduler II	PLS				
		\$260	\$255	\$220	\$195	\$160	\$170	\$145	\$260	\$160	\$145	\$245	\$185				
1	PRELIMINARY AND GENERAL ITEMS																
1.1	Project Management (9 months - 1 hour per month)	9													9		\$2,340.00
1.2	Utility and Agency Coordination																
	RTC Coordination (Kick-Off Meeting, 1-1 hour, Progress Meetings, 18-1 hour, Submittal Meetings, 3-1 hour)	22			22										44	\$400.00	Mileage - meetings \$10,410.00
	Utilities Coordination (4-1 hour meetings)	4			4										8		\$1,820.00
	City of Sparks Coordination (4-1 hour meetings)	4			4										8		\$1,820.00
	Subtotal Hours	39	0	0	30	0	0	0	0	0	0	0	0	69			
	Subtotal Fee	\$10,140.00	\$0.00	\$0.00	\$5,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$400.00	\$16,390.00
2	Preliminary Design (50% Submittal)																
2.1	Investigation of Existing Conditions and Field Inventory																
	Obtain As-Builts				4										4		\$780.00
	Field Verification of Pull Boxes					8		8							16	\$200.00	Mileage - field trips \$2,640.00
	Field Verification of Existing Conduit														0	\$6,835.00	Conduit testing \$6,835.00
	Aerial Photography		2												34		\$5,670.00
	Right-of-Way Mapping														16	\$7,000.00	Survey \$9,320.00
	Permission to Construct Easements														88	\$10,000.00	Title reports \$26,280.00
	Geotechnical Investigation (Vista Blvd)														0	\$28,500.00	Geotechnical sub \$28,500.00
	Utility Investigation and Depiction		2		8	10		24							44		\$7,150.00
2.2	Prepare 50% Design Submittal														0		\$0.00
	Design Plans		8		10	10		80							108		\$17,190.00
	Outline of Technical Specifications							5							15		\$2,325.00
	Preliminary Cost Estimate		4		4	10		30							48		\$7,750.00
2.3	Perform QC and Deliver 50% Design Submittal														0		\$0.00
	Quality Control		8		16	24		24							72		\$12,480.00
	Submittal Delivery					8		8							16		\$2,440.00
	Subtotal Hours	0	24	0	50	88	0	211	0	0	0	0	0	88	461		
	Subtotal Fee	\$0.00	\$6,120.00	\$0.00	\$9,750.00	\$14,080.00	\$0.00	\$30,595.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,280.00	\$0.00		\$52,535.00	\$129,360.00
3	Preliminary Design (90% Submittal)																
3.1	Prepare 90% Design Submittal																
	Design Plans		5	18	18	24		82							147		\$24,475.00
	Outline of Technical Specifications		8		4	4		24							40		\$6,940.00
	Preliminary Cost Estimate		4		2	2		8							16		\$2,590.00
3.2	Perform Quality Control and Deliver 90% Design Submittal																
	Quality Control		16		16	16		24							72		\$13,240.00
	Submittal Delivery					8		8							16		\$2,440.00
	Subtotal Hours	0	33	18	40	54	0	146	0	0	0	0	0	0	291		
	Subtotal Fee	\$0.00	\$8,415.00	\$3,960.00	\$7,800.00	\$8,640.00	\$0.00	\$21,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$49,985.00
4	Final Design Submittal																
4.1	Prepare Final Design Submittal																
	Design Plans		5	18	13	5		32							73		\$13,210.00
	Outline of Technical Specifications		2		4	4		8							18		\$3,090.00
	Preliminary Cost Estimate		2		2	8		8							20		\$3,340.00
4.2	Perform Quality Control and Deliver Final Design Submittal																
	Quality Control					16		16							32		\$4,880.00
	Submittal Delivery					8		8							16		\$2,440.00
	Subtotal Hours	0	9	18	19	41	0	72	0	0	0	0	0	159			
	Subtotal Fee	\$0.00	\$2,295.00	\$3,960.00	\$3,705.00	\$6,560.00	\$0.00	\$10,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$26,960.00
5	NDOT Encroachment Permit																
5.1	Permit Coordination	1			4	4		4							9	\$50.00	Mileage - meetings \$1,730.00
5.2	Permit Plan Development		4		6	6		24							40		\$6,630.00
	Subtotal Hours	1.0	4	0	10	10	0	24	0	0	0	0	0	49			
	Subtotal Fee	\$260.00	\$1,020.00	\$0.00	\$1,950.00	\$1,600.00	\$0.00	\$3,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$50.00	\$8,360.00
6	Bidding Services																
6.1	Plan Set and Specification Distribution	1			1			4							6		\$1,835.00
6.2	Pre-Bid Meeting	1			1	1									3	\$50.00	Mileage - meetings \$665.00
	RFI Coordination	1			6	6									13		\$2,390.00
6.3	Bid Opening																
	Bid Opening Meeting	1			1	1									3	\$50.00	Mileage - meetings \$665.00
	Bid Tabulation							4							4		\$590.00
	Subtotal Hours	4.0	0.0	0.0	9.0	8.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	22			
	Subtotal Fee	\$1,040.00	\$0.00	\$0.00	\$1,755.00	\$1,280.00	\$0.00	\$1,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$100.00	\$5,335.00
	Total Hours (Tasks 1 - 6)	44	70	36	158	201	0	461	0	0	0	0	0	88	4		
	Total Fee (Tasks 1-6)	\$11,440.00	\$17,850.00	\$7,920.00	\$30,810.00	\$32,160.00	\$0.00	\$66,845.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,280.00	\$0.00		\$53,085.00	\$236,390.00
7	Design Contingency																
	Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$21,000.00
	Subtotal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$21,000.00	\$21,000.00
8	Optional Construction Services (Sole Option and Discretion of RTC)																
	Engineering support during construction (submittal reviews and RFIs)	8			12	12		24							56		\$9,820.00
	Inspection, administration, materials testing, meetings, etc.								56	560	56	8			680	\$20,000.00	Materials testing, mileage, vehicles \$134,240.00
	Record Drawings				2	2		32							36		\$5,360.00
	Construction Contingency														0	\$15,000.00	\$15,000.00
	Subtotal Hours	8	0	0	14	14	0	56	56	560	56	8	0	772			
	Subtotal Fee	\$2,080.00	\$0.00	\$0.00	\$2,730.00	\$2,240.00	\$0.00	\$8,120.00	\$14,560.00	\$89,600.00	\$8,120.00	\$1,960.00	\$0.00	\$0.00		\$35,000.00	\$164,410.00
	Total Basic Services Hours	52	70	36	172	215	0	517	56	560	56	8	88	776			
	Total Basic Services Fee	\$ 13,520.00	\$ 17,850.00	\$ 7,920.00	\$ 33,540.00	\$ 34,400.00	\$ -	\$ 74,965.00	\$ 14,560.00	\$ 89,600.00	\$ 8,120.00	\$ 1,960.00	\$ 16,280.00	\$0.00		\$109,085.00	\$421,800.00

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, City of Sparks and the Nevada Department of Transportation 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, City of Sparks and the Nevada Department of Transportation 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

SUBJECT: KOLO TV to Produce The Road Ahead with RTC Segments

RECOMMENDED ACTION

Approve a contract with KOLO-TV for the continued production of The Road Ahead with RTC television segments for the next four years, in an amount not-to-exceed \$192,000.

BACKGROUND AND DISCUSSION

This is a new contract that continues the services of KOLO TV staff to produce Road Ahead segments in collaboration with RTC Communications staff to educate the community about RTC projects. The contract previously had a one-year term, which brought it under the threshold for Board approval. The four-year duration of the new contract causes the total amount of the contract to require Board approval.

This contract is a separate communications effort from the TOPS marketing effort which will have a focus on Spanish-speaking populations.

FISCAL IMPACT

Fuel Tax appropriation has been included in the FY 2024 budget for this expense.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**COOPERATIVE PUBLIC SERVICE AGREEMENT
TO PRODUCE, BROADCAST, AND PROMOTE “THE ROAD AHEAD WITH RTC”**

This Agreement is dated and effective as of July 1, 2023, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter called “RTC,” and Gray Media Group, Inc. dba KOLO 8 News Now, hereinafter called “CONSULTANT.”

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

1.1 PROJECT DESCRIPTION

The purpose of this Agreement is to set forth the terms and conditions for CONSULTANT and RTC to produce, broadcast, and promote “The Road Ahead with RTC,” a semi-weekly transportation news segment.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1 CONSULTANT AGREES TO THE FOLLOWING:

1. To produce and air “The Road Ahead with RTC,” 120 second semi-weekly interview/news segments. The regular scheduled airings will be on week days during “Good Morning Reno” and “KOLO 8 News Now at 5:30 pm” and “Midday News” for the duration of this Agreement. If “The Road Ahead with RTC” is pre-empted due to late breaking news, CONSULTANT will endeavor to reschedule the pre-empted segment on an alternate day that week. CONSULTANT agrees that it will produce and air 52 segments, to air semi-weekly, during the term of this Agreement. RTC acknowledges that KOLO is streamed on certain OTT platforms in the Reno DMA (for example, Hulu).
2. Except as provided in this section, interviews with scheduled guests shall be conducted by CONSULTANT’S designated representatives. CONSULTANT retains the right to pre-record interviews if necessary and to substitute representatives due to scheduling conflicts. Due to FCC obligations, no political candidates may appear in the segment(s) without KOLO’s prior written consent.
3. Interview segment shall be conducted on location or in-studio with digital background illustrating “The Road Ahead with RTC” during the segment.
4. To produce and air “The Road Ahead with RTC” as mutually agreed upon herein.
5. If “The Road Ahead with RTC” is bumped due to breaking news or technical difficulties, a make-good airing will be scheduled on an alternate day that week.
6. Production of “The Road Ahead with RTC” will take place at the KOLO studios, RTC, or on location.
7. Multiple interviews will be done on a day designated by both parties, as often as possible.

8. To provide recorded and live promotional announcements for “The Road Ahead with RTC” continuously during the length of this Agreement.
9. “The Road Ahead with RTC” semi-weekly segments shall be archived and streamed on kolotv.com. A minimum of 4 webcasts will always be available.
10. To promote “The Road Ahead with RTC” on kolotv.com and provide a link to rtcwashoe.com.
11. To air billboard prior to and after each “The Road Ahead with RTC” segment clearly identifying RTC as paid sponsor of “The Road Ahead with RTC” segment.
12. To provide 15 second promo spots to be changed weekly.
13. To provide a web page for “The Road Ahead with RTC” and will provide a video player for the segments to air. CONSULTANT will also provide on the Menu on the front page a place for web visitors to link to “The Road Ahead with RTC” page.
14. To provide Facebook promotions two times per year which includes KOLO Facebook and on-air promotion.
15. To share RTC’s Facebook status on KOLO 8 News Now primary Facebook page one time a week. RTC to determine which posts are shared, with KOLO 8 News Now having final discretion before posting.
16. To provide calendar function on KOLOTV.com to highlight RTC events.
17. To provide 20,000 monthly rotating impressions on KOLOTV.com to promote RTC’s social media program; publish RTC’s Facebook feed directly on KOLOTV.com – The Road Ahead page.
18. KOLO promotion for New Year’s Eve and St. Patrick’s Day events to include television spots of no less than 30 seconds, and mini site takeover.
19. To feature article and video at least twice a year on KOLO homepage as part of native advertising campaign. Materials to be supplied by RTC.
20. To feature RTC on KOLO Cares segments at least twice a year, and supply on-air talent for spots.
21. KOLO is responsible for posting copy associated with each segment to its website, which is to remain accessible to the public for no less than 12 months’ time. KOLO is responsible for hosting and providing a video for each segment on its website dating back 6 months. KOLO is responsible for providing RTC a Dropbox link for video files or each segment for purposes of enabling RTC to post the segments to YouTube or other social media in order to make them accessible to the public. KOLO releases all copyright, distribution rights and other rights relating thereto to RTC. In the event of question of dispute of such rights, RTC has exclusive right to interpret rights. Rights exist in perpetuity even after the term of contract has concluded.

Except where inconsistent with Nevada state law or this Agreement, all material broadcast on KOLO pursuant to this Agreement shall be subject to CONSULTANT'S 2019 Standard Terms and Conditions for advertising available at www.gray.tv/advertising (the "Standard Terms"). For the avoidance of doubt, Sections 7, 8, and 11 of the Standard Terms are inconsistent with this Agreement and shall have no force or effect.

22. KOLO and RTC each maintain workers compensation insurance coverage.

ARTICLE 3 - RESPONSIBILITIES OF THE RTC

3.1 RTC AGREES TO THE FOLLOWING:

1. To provide topics for a semi-weekly transportation news segment based on knowledge about current and future transportation projects, needs and solutions, and provide segment scripts and summaries.
2. To coordinate CONSULTANT/RTC planning meetings to schedule taping segment topics.
3. To secure transportation and community experts to appear as interview guests for segments.
4. To promote "The Road Ahead with RTC" news segment through transit advertising, when available.
5. To utilize trade advertising to promote the segment through other media.
6. To promote "The Road Ahead with RTC" on the agency website (rtcwashoe.com) and provide a link to kolotv.com.
7. RTC can promote "The Road Ahead with RTC" by having a link on its RTC Facebook page to the KOLO TV Road Ahead with RTC webpage, and air segments on its social media channels.
8. To pay the fee set forth in Section 5.1. RTC will be invoiced \$4,000.00 each month this Agreement is in effect.

ARTICLE 4 - PERIOD OF SERVICES

4.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2027.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

5.1 Compensation – RTC shall pay the Consultant for sponsorship of "The Road Ahead with RTC" during the period this Agreement is in place. RTC will be invoiced \$4,000.00 each month this Agreement is in effect.

The amount payable under this contract shall not exceed Forty Eight Thousand and No/100 Dollars (\$48,000.00) per year for a total of One Hundred Ninety Two Thousand and No/100 Dollars (\$192,000).

5.2 Method of Payment – Payment shall be made in the following manner:

a) CONSULTANT shall submit monthly progress reports and accompanying invoices to RTC.

b) Subject to RTC review and approval of invoices, RTC shall reimburse CONSULTANT within thirty (30) calendar days after receipt of an invoice. Money due but not paid as provided herein shall bear interest at a rate equal to the rate quoted by at least three (3) financial institutions as the rate paid on a certificate of deposit whose duration was 90 days on the first day of the current calendar quarter.

c) CONSULTANT shall maintain complete records supporting every request for payment that may become due. RTC shall have the right to receive and copy said records.

d) RTC may withhold ten percent (10%) of the agreed upon compensation, without interest, until RTC is reasonably satisfied CONSULTANT has satisfactorily completed the required services.

5.3 Compensation After Termination – If this Agreement is terminated, CONSULTANT shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination

ARTICLE 6 - TERMINATION

6.1 Contract Termination for Default - If the CONSULTANT does not deliver The Road Ahead segments in accordance with the contract delivery schedule, or, if the contract is for services, the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, the RTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The 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 the contract.

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

6.2 Contract Termination for Convenience - The RTC may terminate this contract, in whole or in part, at any time by providing thirty (30) days' written notice to the CONSULTANT when

it is in the RTC's best interest. The CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to RTC to be paid the CONSULTANT. If the CONSULTANT has any property in its possession belonging to the RTC, the CONSULTANT will account for the same, and dispose of it in the manner the RTC directs.

ARTICLE 7 – INTENTIONALLY OMITTED

ARTICLE 8 - EQUAL EMPLOYMENT OPPORTUNITY

- 8.1 During the performance of this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the RTC setting forth the provisions of this nondiscrimination clause.
- 8.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 8.3 The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each contractor.

ARTICLE 9 - DISPUTES

- 9.1 Contracting Officer. Any disputes arising in the performance of this Agreement, or with respect to its rights and obligations, which cannot be resolved informally by the parties or between CONSULTANT and its subcontractor must then be submitted in writing to RTC's Procurement and Compliance Administrator (hereinafter RTC's "Contracting Officer") at 1105 Terminal Way, Suite 300, Reno, Nevada 89502. The complainant must submit in writing its statement of its complaint to the Contracting Officer. The responding party must submit a response to the complaint within fifteen (15) calendar days or such longer time as may be permitted by the Contracting Officer. The Contracting Officer may request additional information from the complainant or from the respondent which must be submitted to the Contracting Officer not less than ten (10) days after the date of the request for the additional information or such longer period of time as is permitted by the Contracting Officer. So far as practicable, the dispute will be decided by the Contracting

Officer based on the written appeal, the information and the written response submitted. If either party is not satisfied with the decision of the Contracting Officer, then the unsatisfied party or parties may, within thirty (30) days of receipt of the Contracting Officer's written decision, request the other party to submit the matter for mediation pursuant to part C. of "Rules Governing Alternative Dispute Resolution" adopted by the Nevada Supreme Court. If mediation is unsuccessful, the parties agree to execute a subsequent agreement and such other documents as may be required to allow the dispute to be resolved in accordance with Nevada's Short Trial Program and all rules adopted for the administration of same by the Nevada Supreme Court. A matter subject to the Short Trial Program may be removed as provided in Rule 5 of the Nevada Short Trial Rules.

- 8.2 Performance During Dispute. Unless otherwise directed by the Contracting Officer, CONSULTANT or its authorized subcontractor must continue performing under this Agreement while the matters in dispute are unresolved or before the Agreement is terminated as provided in ARTICLE 6.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

- 10.1 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, including in Section 13.2, 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.

ARTICLE 11 - NOTICE

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

RTC:	Bill Thomas, AICP Executive Director Regional Transportation Commission of Washoe County P.O. Box 30002 Reno, Nevada 89520
CONSULTANT:	John Fiorelli President and General Manager KOLO 8 News Now 4850 Ampere Drive Reno, Nevada 89502 CC: Legal.Notices@gray.tv

ARTICLE 12 - APPLICABLE LAW

- 12.1 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.

ARTICLE 13 - OTHER PROVISIONS

- 13.1 Time is of the Essence - It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the RTC Executive Director.
- 13.2 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; provided, however, CONSULTANT may assign this Agreement to an entity under common control with CONSULTANT.
- 13.3 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.
- 13.4 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 the RTC.
- 13.5 Attorneys' Fees - In the event of a dispute between the parties results in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.
- 13.6 Exclusive Rights - All documents, software and other products resulting from or developed during this Project shall be the exclusive property of RTC. Software already developed and already purchased by KOLO 8 News Now prior to the execution of the Project that will be used in the Project, will be excluded from this requirement.
- 13.7 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.

- 13.8 Regulatory Compliance - CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances.
- 13.9 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.
- 13.10 Amendments - No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
- 13.11 Unavoidable Delays - If the timely completion of this contract should be unavoidably delayed, RTC shall extend the time for completion of the contract 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.
- 13.12 Notification - CONSULTANT shall notify RTC as soon as CONSULTANT has knowledge or should have had knowledge that an event has occurred which will delay contract completion. Within five (5) calendar days, CONSULTANT shall confirm such notice to RTC in writing, furnishing as much detail as is available.

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

GRAY MEDIA GROUP, INC.

By _____
John Fiorelli, Vice President, and General Manager



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance, CFO

SUBJECT: Annual Insurance Renewal

RECOMMENDED ACTION

Authorize the Executive Director to bind annual insurance coverage effective July 1, 2023, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability, and workers' compensation; and approve the RTC's continued membership in in the Nevada Public Agency Insurance Pool (POOL) and Public Agency Compensation Trust (PACT).

BACKGROUND AND DISCUSSION

The Nevada Public Agency Insurance Pool was formed in 1987 by Nevada public entities to provide a stable and consistent alternative to the commercial insurance markets. The pool provides property & casualty coverage as well as risk management, human resources and loss control services to its members. Membership in the pool includes counties, cities, school districts, special districts and towns. The pool is governed by a Board of Directors represented by members. NPAIP provides property/casualty coverage to a diverse group of more than 100 Nevada public entities.

NPAIP provides broad, manuscript property coverage with a maximum limit per loss of \$300,000,000. NPAIP also provides \$150,000,000 shared aggregate limits separately for Earthquake and Flood losses, subject to a \$25,000,000 aggregate sub-limit for flood losses in Flood Zone A. Property coverage will be subject to a deductible of \$25,000 per event, including for earthquake and flood losses. Coverage is also included for boiler & machinery (equipment breakdown) with a policy limit of \$100,000,000 per loss. Physical damage coverage is also included for scheduled vehicles both on and off-premises (does not include the Buses & Coaches).

NPAIP provides liability limits of \$10,000,000 each event/each member subject to a member annual aggregate liability limit of \$10,000,000 for Auto Liability, General Liability, Personal Injury Liability, Employment Practices Liability, Law Enforcement Liability and Wrongful Acts (Errors & Omissions) Liability. Coverage will be subject to a \$25,000 deductible per event/wrongful act.

NPAIP provides Cyber Risk Security coverage for Privacy or Security Liability per event and in the aggregate for each member. This limit is being reduced from \$3,000,000 to \$1,000,000 at renewal, due to challenges in cyber market. Coverage also includes \$100,000 for Security Failure/Privacy Event Management Coverage, \$250,000 in Network Interruption Coverage and \$50,000 for Proof of Loss Preparation Costs. For this renewal, coverage will be subject to a \$15,000,000 aggregate limit for all NPAIP members combined.

NPAIP also provides Environmental Liability with coverage for Third Party Claims for Bodily Injury, Property Damage or Remediation Expense, First Party Remediation Expense and Emergency Response Expense with each incident limit of \$2,000,000, subject to an annual aggregate limit of \$10,000,000 and \$25,000 deductible. Coverage is also included for Business Interruption with a limit of \$2,000,000 up to 365 days.

The total NPAIP renewal premium is increasing from \$268,671 to \$318,897 or 18.7%. The increase is driven mainly by increases in premium rates in the insurance markets.

The property and casualty insurance market continues to present challenges in 2023. Global insured catastrophic loss was estimated at \$140 billion in 2022, the fifth year that losses topped \$100 billion. This follows record and above average catastrophic losses in recent years.

The challenging market has led to loss of capacity. The excess liability market is particularly affected. In recent years, the reinsurance marketplace has been impacted by increased litigation, nuclear verdicts, defense costs, and frequency of global natural disasters.

US property & casualty insurers combined ratio of incurred losses and expenses as a proportion of earned premiums was expected to be around 115% in 2022, much higher than prior estimates of 97%.

According to a recent report from the Council of Insurance Agents & Brokers, “average annual commercial insurance premium increases accelerated to 8.8% during the first quarter of 2023”. Property rate increases increased 20.4%. Rate increases, increased construction costs and liability settlements, have resulted in continued increases for insurance buyers.

The NPAIP negotiated directly with the underwriters to mitigate this year’s rate increase as much as possible for its members.

The RTC RIDE contractor, Keolis Transit Services LLC, is responsible for automobile and general liability losses for the RTC RIDE system. The RTC ACCESS contractor, MTM LLC, is responsible for automobile and general liability losses for RTC ACCESS and RTC FlexRide. RTC still has responsibility for automobile/general liability for RTC support vehicles, RTC road programs, and RTC facilities.

Staff is recommending renewal of Crime Insurance with limits of \$5,000,000 for employee theft, forgery, computer fraud, funds transfer fraud, money orders and counterfeit currency fraud and Fiduciary Liability with a limit of \$4,000,000. The deductible for employee theft and money & securities on-premises is \$500,000 to provide coverage excess of the limit provided by the NPAIP and \$25,000 for the other listed coverage. Coverage will include social engineering fraud with a limit of \$250,000 and \$100,000 deductible. The renewal premium for the Crime and Fiduciary Liability coverage is \$10,088 which is the same as the previous year.

RTC's Workers Compensation and Employer's Liability coverage is provided through the Public Agency Compensation Trust (PACT), which is a Nevada based insurance pool that was formed under Nevada's Interlocal Cooperation Act in 1996. PACT provides workers compensation, claims and risk management services to its Nevada government entity members.

The estimated proposed total cost of the insurance coverage is \$388,803. The total estimated cost represents an increase of \$43,724 or 12.7% when compared to the prior year's final renewal costs.

The RTC has maintained an agreement with the Reno office of USI Insurance Services LLC for the purpose of brokering insurance coverage as required for the effective operation of the RTC.

In concurrence with USI Insurance Services, staff recommends that the coverage be bound effective July 1, 2023.

The broker's compensation for these renewals is a combination of negotiated commissions and fees and is included as part of the overall insurance cost. Last year, the broker's total compensation at renewal was \$33,416. This year, the broker's total estimated annual compensation at renewal will be \$27,852, a reduction of 16.7%. The broker continues to provide insurance services, risk management services and contract review services throughout the year as a component of the broker's compensation.

Staff looks to protect the agency at the best possible price against catastrophic losses that have the potential to inhibit the agency's ability to continue providing the necessary transportation services for our community. Staff believes this program accomplishes that goal.

FISCAL IMPACT

Funding for the insurance coverage is included in the RTC FY 2024 Budget.

PREVIOUS BOARD ACTION

- 06/17/2022 Authorized Executive Director to bind annual insurance coverage effective July 1, 2022
- 06/18/2021 Authorized Executive Director to bind annual insurance coverage effective July 1, 2021.
- 06/19/2020 Authorized Executive Director to bind annual insurance coverage effective July 1, 2020.

REGIONAL TRANSPORTATION COMMISSION
Attachment A. INSURANCE RENEWAL COST RECAP

Coverage	Renewal Limits	Renewal Deductibles	Renewal Insurer	2022/23 Expiring Premiums	2022/23 Renewal Premiums	\$ Variance	% Var.
Property Earthquake Flood Flood A/V Cyber Security Employee Theft Pollution Liability	\$300,000,000 per loss \$150,000,000* \$150,000,000* \$25,000,000* \$1,000,000 \$500,000 \$2,000,000	\$25,000 \$25,000 \$25,000 \$25,000 None \$25,000 \$25,000	Nevada Public Agency Insurance Pool (POOL)	\$268,671	\$318,897	\$50,226	18.7%
General Liability, Auto Liability, Employment Practices & Wrongful Acts Liability	\$10,000,000 per event \$10,000,000 aggregate	\$25,000	Nevada Public Agency Insurance Pool (POOL)	Included above	Included above	-	-
Workers Comp. Employer's Liability	Statutory Coverage \$2,000,000	N/A (Nil)	Public Agency Compensation Trust (PACT)	\$42,832 [^]	\$44,805 [^]	\$1,973	4.6%
Crime	Employee Theft: \$5M On Premises: \$5M Other Coverages: \$5M Social Engineering: \$250k	\$500,000 \$500,000 \$25,000 \$100,000	Federal Ins. Co. (Chubb)	\$14,988	\$15,014	\$26	0.2%
Fiduciary Liability	Limit: \$4,000,000	N/A (Nil)	Federal Ins. Co. (Chubb)	\$10,088	\$10,088	-	-
<i>[Included Above] Broker Commission - (Renewal Process, Placement, Service)</i>				\$24,916	\$27,852	\$2,936	11.8%
<i>USI Broker Fee (Risk Management, Loss Control & Contract Review)</i>				\$8,500	\$0.00	(\$8,500)	(100%)
<i>Total Broker Compensation</i>				\$33,416	\$27,852	(\$5,564)	(16.7%)
Total Annual Insurance Cost				\$345,079	\$388,803	\$43,724	12.7%

* Shared, Annual Aggregate Limits ^ Estimated & Auditable Premium



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 5.1.

To: Regional Transportation Commission

From: James Gee, Service Planning and Innovation Manager

SUBJECT: Transit Optimization Plan Changes Effective September 9, 2023

RECOMMENDED ACTION

Conduct a public hearing on proposed service changes to RTC RIDE and RTC REGIONAL CONNECTOR, beginning on or after September 9, 2023, as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document; approve the service changes.

- a. Staff presentation
- b. Public hearing
- c. Action

BACKGROUND AND DISCUSSION

In July 2022, the RTC Board approved and adopted the Transit Optimization Plans Strategies (TOPS) and the recommended service changes. RTC implemented the second phase of the TOPS on May 6, 2023. Since that implementation staff recognized there was the ability to provide further improvements to our schedules that could not be implemented on May 6, 2023. These opportunity recommendations for schedule changes effective September 9, 2023 are:

- Route 16 – Increase service frequency from 60-minute service to 45-minute service
 - Route 56 – Increase mid-day frequency from 60-minute service to 30-minute service
 - Routine segment run-time schedule adjustments
 - RTC REGIONAL CONNECTOR service schedule adjustment based on upcoming survey of ridership, connecting businesses (e.g.: NDOT), and social media
-

Title VI Analysis – Service Changes

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major service changes. RTC policy identifies a major service change as:

- A reduction or increase of 10% or more of system-wide service hours
- The elimination or expansion of any existing service that affects:
 - o 25% or more of the service hours of a route, or
 - o 25% or more of the route’s ridership (defined as activity at impacted bus stops).

The changes to Route 16 and Route 56 meet the threshold of requiring a Title VI analysis as both proposals significantly increase the service hours of the route by over 25%. This information is contained below. As this is a service increase, there are no adverse effects to be adversely borne by minority and disadvantaged populations.

Route Increase in Service Hours

16	34.2%
56	26.1%

FISCAL IMPACT

The proposed changes for RIDE represent an approximate annual increase of \$189,221.29 in costs.

PREVIOUS BOARD ACTION

2/24/2023 Conducted a public hearing on potential service and fare changes as recommended by the FY 2023-2027 Transit Optimization Plan Strategies document for RTC RIDE, RTC REGIONAL CONNECTOR, FlexRIDE, and other transportation programs; approve the recommended service and fare changes.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: Street & Highway Program Policy Update

RECOMMENDED ACTION

Approve RTC Management Policy P-64, Street and Highway Program.

BACKGROUND AND DISCUSSION

The Regional Transportation Commission of Washoe County (RTC) is responsible for administering the regional street and highway program (S&H Program) for Washoe County, Nevada, in cooperation and coordination with Washoe County, the City of Reno, and the City of Sparks. RTC does not own roads. RTC plans and constructs roadway projects, and then turns over the project and any underlying right-of-way to the local jurisdiction(s) in which the project is located. As a regional entity, RTC is charged with the fair and equitable use of limited funding sources to meet the transportation needs of the community as a whole. Funding sources for the S&H Program include county fuel taxes, county sales tax, regional road impact fees, complete streets program contributions, formula and discretionary grant funding from the Federal Highway Administration (FHWA), and other local, state, and federal funding sources.

RTC established its last street and highway program policy (S&H Policy) in May 2001, and last revised it in March 2005. This S&H Policy reflects a two (2) year effort involving extensive local jurisdiction input and collaboration. The policy is intended to help guide consistent and reliable decision-making processes on projects throughout the region.

The S&H Policy defines certain boundaries within which decisions are made, but also reflects that judgment needs to be exercised. RTC will coordinate with local jurisdiction staff on every major phase of a project, including planning, programming, and project delivery. During project scoping or preliminary design, RTC will coordinate with local jurisdiction staff to identify and agree on necessary improvements. At or prior to completion of the preliminary design phase, and before commencing any necessary right-of-way acquisition, the RTC and Washoe County enter into an interlocal cooperative agreement (ICA) with each local jurisdiction in which the project is located. RTC then delivers the project.

Staff recommends approval of the policy, and has confirmed support from local jurisdiction staff. The policy can be updated or revised as the need arises, and would be brought back to the Board for amendment at that time.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

MANAGEMENT POLICY

SUBJECT: STREET AND HIGHWAY PROGRAM

I. PURPOSE

The Regional Transportation Commission of Washoe County (RTC) is responsible for administering the regional street and highway program (S&H Program) for Washoe County, Nevada, in cooperation and coordination with Washoe County, the City of Reno, and the City of Sparks. RTC does not own roads. RTC plans and constructs roadway projects, and then turns over the project and any underlying right-of-way to the local jurisdiction(s) in which the project is located.

As a regional entity, RTC is charged with the fair and equitable use of limited funding sources to meet the transportation needs of the community as a whole. Funding sources for the S&H Program include county fuel taxes,¹ a county sales tax,² regional road impact fees,³ complete streets program contributions,⁴ formula and discretionary grant funding from the Federal Highway Administration (FHWA), and other local, state and federal funding sources. Establishing consistent and reliable decision-making processes, based on common community expectations, is the best way to ensure fair and equitable use of those limited funding sources. Very simply, this policy establishes the boundaries within which decisions are to be made. Within these boundaries, judgment must be exercised in a given situation.

RTC will amend this policy as necessary to conform to changes in state or federal law, or to otherwise further the best interests of the public.

II. SCOPE

- X Public
- X Board Members
- X RTC Officers
- X RTC Employees
- X Other: Local Jurisdictions

¹ NRS Chapter 373; WCC § 20.367; WCC § 20.368; WCC § 20.434, *et. seq.*

² NRS Chapter 377A; WCC § 20.501(4).

³ NRS Chapter 278B; Interlocal Agreement regarding Regional Road Impact Fees pursuant to NRS Chapter 277 and Chapter 278B, dated January 12, 2015.

⁴ NRS 277A.240.

III. DEFINITIONS

- A. Local Jurisdiction(s) – Washoe County, the City of Reno, and/or the City of Sparks, as applicable.
- B. Projects – Street and highway construction on regional roads.

IV. STREET AND HIGHWAY PROJECTS

- A. Regional Road Network: The purpose of the S&H Program is to plan, design, construct, and maintain “regional roads” in Washoe County. The Regional Transportation Plan (RTP) establishes the criteria used to identify regional roads and the regional road network; that criteria may change during updates approved by the RTC Board. The RTP includes lists and maps of the regional roads and the regional road network.
- B. Categories of Projects: RTC will plan and carry out Projects that provide street and highway access considering all users of all ages and abilities, including, without limitation, pedestrians, bicycle riders, movers of commercial goods, persons with disabilities, vehicles for public transportation and their passengers, older adults, children, and motorists.⁵ Projects generally fall into one or more of the following categories:
 - 1. Roadway Projects
 - a. New Roadway Projects: Improvements to create new roadway connections and/or the extension of an existing roadway that adds efficient vehicle capacity and improved level of service to the regional road network.
 - b. Roadway Capacity Projects: Improvements to increase vehicle capacity of an existing roadway by providing additional travel lanes and/or auxiliary lanes.
 - c. Active Transportation Projects: Improvements, other than new roadways or roadway widening, that provide mobility options and access for all users whether they choose to walk, bike, use transit, or drive.
 - 2. Traffic Operations Projects
 - a. Intelligent Transportation System (ITS) Projects: Improvements to improve transportation safety and mobility and enhance productivity through the integration of advance communications technologies into the transportation infrastructure and in vehicles.

⁵ NRS 277A.285.

- b. Traffic Engineering (TE) Projects: Improvements to existing intersections that improve the level of service and/or safety, such as intersection widening, reconfiguration, signal installation, and alternative intersection installation (e.g., roundabouts, traffic signal detection, and equipment enhancements).
 3. Pavement Preservation Projects
 - a. Preventative maintenance, i.e., surface treatments.⁶
 - b. Corrective maintenance, i.e., limited patching in combination with surface treatments.⁷
 - c. Road rehabilitation, i.e., surface overlay or a mill and overlay.⁸
 - d. Road reconstruction, i.e., surface and subsurface removal and replacement.⁹
 - e. Portland Cement Concrete (PCC) rehabilitation or reconstruction, i.e., concrete pavement joint sealing and surface treatments.
- C. Incorporating and Combining Projects
1. RTC will consider opportunities for incorporating and combining Projects with other Projects.
 2. RTC will consider opportunities for incorporating and combining Projects with local government public works projects, utility projects, and private projects if doing so will further the best interests of the public and sufficient funding is provided through agreements to pay for the additional costs.
- D. Americans with Disabilities Act (ADA)
1. RTC shall comply with the requirements of the Americans with Disabilities Act (ADA) to the fullest extent possible. RTC has adopted the proposed Public Rights-of-Way Accessibility Guidelines (PROWAG) as its design standard for Projects.
 2. RTC will follow PROWAG for all new construction of pedestrian facilities.

⁶ See current version of Regional Preventative Maintenance Program, June 2004, at www.rtcwashoe.com.

⁷ See current version of Corrective Maintenance Manual, November 6, 2007, at www.rtcwashoe.com.

⁸ See current version of Regional Rehabilitation and Reconstruction Program, July 5, 2005, at www.rtcwashoe.com.

⁹ See current version of Regional Rehabilitation and Reconstruction Program, July 5, 2005, at www.rtcwashoe.com.

3. RTC will follow PROWAG when reconstructing existing pedestrian facilities (curb ramps, driveways, sidewalks, etc.). Projects which are deemed as alterations will require that the curb ramps be updated to current proposed PROWAG standards. Curb ramps that meet the 1991 ADA Accessibility Guidelines (ADAGG) may be left in place as agreed upon by the Local Jurisdictions.
4. Improvements to traffic signals which impact the signal poles and/or pedestrian push buttons will include updating the pedestrian push buttons to meet current proposed PROWAG standards to the fullest extent possible.

V. REGIONAL PLANNING

A. Metropolitan Planning Organization: RTC is the designated Metropolitan Planning Organization (MPO) for the Washoe County metropolitan area. As the MPO, RTC is responsible for developing and approving the long-range RTP, the short-range Regional Transportation Improvement Program (RTIP), and other planning documents.¹⁰

B. Transportation Planning

1. RTC identifies and prioritizes Projects and other regional transportation projects through the following planning processes:
 - a. Regional transportation needs may initially be evaluated in planning studies and special transportation plans.
 - b. Projects are identified and initially prioritized in the 20-year RTP.¹¹
 - c. Projects in the RTP are then identified and prioritized in the 5-year RTIP.¹²
 - d. Projects in the RTIP are incorporated by reference in the Statewide Transportation Improvement Program (STIP), and vice versa.
 - e. RTC amends the RTP and RTIP as necessary to identify new projects and reflect changed priorities.
2. RTC staff will coordinate with Local Jurisdiction staff during the planning process.

¹⁰ See current versions of RTC planning documents at www.rtcwashoe.com.

¹¹ NRS 277A.210(1); 23 USCA § 134.

¹² NRS 277A.210(1); 23 USCA § 134.

VI. PROGRAMMING

- A. S&H Program Approval: RTC prioritizes and approves Projects for funding during the programming process. RTC shall perform financial planning and capital improvement planning activities necessary to inform decision-making.
1. RTC will evaluate, prioritize, and designate funding for Projects by approving Projects for the S&H Program prior to the start of each fiscal year, and as needed at other times. Following RTC Board approval, the Projects must be authorized by the Board of County Commissioners of Washoe County to use county fuel tax on the Projects.
 2. In evaluating whether a Project within the area covered by the RTP will be eligible for any county fuel tax, the RTC Board must evaluate the Project in terms of the criteria set forth in NRS 373.140(2).
 3. In evaluating whether a Project outside the area covered by the RTP will be eligible for any county fuel tax, the RTC Board must evaluate the Project in terms of the criteria set forth in NRS 373.140(4).
 4. RTC staff will coordinate with Local Jurisdiction staff during the programming process.
- B. Special Regional Programs: The S&H Program may include RTC Board approved regional programs with additional decision-making processes to identify and prioritize specific project locations, such as the following:
1. **Pavement Preservation Program**

The Pavement Preservation Program was established as a cooperative effort to identify and prioritize pavement preservation Projects needed to maintain the regional road network at a targeted pavement condition index (PCI). RTC staff implements the program in coordination with the Pavement Preservation Committee, which consists of public works or maintenance staff appointed by each of the Local Jurisdictions.
 2. **Traffic Operations Management Program**

The Traffic Operations Management Program was established as a cooperative effort to identify and prioritize ITS Projects, TE Projects, and signal timing optimization efforts for the regional road network. RTC staff implements the program in coordination with the Traffic Operations Management Committee, which consists of engineering and public works staff appointed by each of the Local Jurisdictions.

VII. ELIGIBLE IMPROVEMENTS

- A. Coordination with Local Jurisdictions: RTC staff will coordinate with Local Jurisdiction staff to identify and agree on necessary improvements during project scoping or the preliminary design phase (at or prior to 50% design).
- B. Standard Improvements: Projects may include the standard improvements identified in Attachment A, as determined necessary by RTC staff during project scoping or the preliminary design phase (at or prior to 50% design).
- C. Special Improvements: Projects may include the special improvements identified in Attachment A, as determined necessary by RTC staff and Local Jurisdiction staff during project scoping or the preliminary design phase (at or prior to 50% design). The improvements and associated financial responsibilities must be reflected in an agreement approved by the RTC Board.
- D. Local Jurisdiction Improvements: Projects may include other improvements requested by a Local Jurisdiction as identified in Attachment A if the Local Jurisdiction agrees to pay for the improvements. The improvements and costs must be identified during the project scoping or preliminary design phase (at or prior to 50% design). The improvements and associated financial responsibilities must be reflected in an agreement approved by the RTC Board.
- E. Utility Improvements
 - 1. Projects may include utility relocations or adjustments for the resolution of conflicts between proposed roadway construction and existing utility facilities. Utility relocations and/or adjustments are an ineligible improvement unless the utility provides evidence of an established prior right and is entitled to compensation as verified by the Local Jurisdiction and the RTC.
 - 2. Projects may include utility betterments (e.g. water lines, sewer upgrades) requested by utility providers if the utility provider agrees to pay for the relocation or betterments.
 - 3. RTC shall identify the estimated costs of relocations and betterments during the project scoping or preliminary design phase (at or prior to 50% design). RTC cannot construct relocations or betterments on behalf of a utility without its consent as reflected in an agreement. At its discretion, the utility can construct the relocations or betterments itself using its own resources.

- F. Other Improvements: Projects may include improvements requested by private parties if the private party agrees to pay for the improvements. The improvements and costs must be identified during project scoping or preliminary design phase (at or prior to 50% design). The improvements and associated financial responsibilities must be reflected in an agreement approved by the RTC Board.

VIII. INTERLOCAL COOPERATIVE AGREEMENTS

- A. Timing: At or prior to completion of the preliminary design phase (50% design), and before commencing any necessary right-of-way acquisition, the RTC and Washoe County shall enter into an interlocal cooperative agreement (ICA) with each Local Jurisdiction in which the Project is located. The ICA may include one Project or multiple Projects.

B. Scope and Content

1. RTC staff and Local Jurisdiction staff will develop and maintain standard templates to be used for ICAs.
2. The ICA must specify responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work, and the performance of other duties related to the acquisition of the Project.¹³
3. The ICA must authorize RTC to exercise the power of eminent domain for the Project, if needed.¹⁴
4. The ICA must specify the governmental entity that will accept dedication of any necessary right-of-way, and all maintenance responsibilities for existing and newly constructed improvements within the right-of-way upon completion of the Project.
5. The ICA may reflect specific improvements to be included and/or excluded from the Project and associated financial responsibilities. *See* Secs. VII.C and VII.D above.

- C. Supplemental Agreements: Projects may require agreements between RTC and the Local Jurisdiction(s) to supplement the terms of the original ICA. Those agreements may reflect specific improvements to be included and/or excluded from the Project and associated financial responsibilities. *See* Secs. VII.C and VII.D above.

¹³ NRS 373.140(2).

¹⁴ NRS 277A.250.

- D. Approval, Review, and Execution: ICAs and supplemental agreements must be reviewed, approved, and executed pursuant to RTC Management Policy P- 56 – Interlocal Agreements.

IX. PROJECT DELIVERY

- A. Procedures: The RTC Engineering Director is responsible for developing and implementing procedures for project delivery.
- B. Design
 - 1. RTC shall retain a consultant to prepare a complete set of design documents (plans, specifications, solicitation documents, etc..) for each Project.
 - 2. During project scoping, RTC staff will coordinate with Local Jurisdiction staff to identify and agree on the general tasks in the consultant’s scope of work.
 - 3. The plans and specifications shall be prepared in consultation with the engineering or public works department of each Local Jurisdiction in which the Project is located.
 - 4. The primary objective of roadway design is to develop facilities that meet the long-term transportation needs of the region in a safe, efficient, and cost-effective manner complying with all applicable statutes, codes, and regulations. Facilities that further additional social, environmental, and neighborhood objectives will be considered during design, and, where feasible, accommodated to the extent that they do not conflict with the constraints of this policy. *See* Sec. VII above
- C. Environmental Review: Projects shall be completed in compliance with applicable state and federal environmental laws and regulations. Projects funded in whole or in part with federal funds require environmental analysis under the National Environmental Policy Act.
- D. Public Outreach: RTC shall be open and transparent with the public and project stakeholders to support the regional transportation planning process. Public involvement opportunities shall be established early in the process and remain a continuous effort throughout the development of a project. RTC shall hold at least one (1) public informational meeting (virtual or in-person) for each project.

E. Right-of-Way

1. RTC shall acquire right-of-way necessary to construct each Project. RTC shall comply with applicable state and federal laws and regulations governing property acquisition and relocation assistance, as well as RTC Management Policy P-55 – Real Property Acquisition.
2. Acquisition costs shall be considered in conjunction with design alternatives to produce the overall most cost-effective project. When traffic projections indicate that additional expansion of the roadway will be needed in the future after the current project, RTC will consider the costs and benefits of acquiring sufficient right-of-way to accommodate that expansion as part of the current project.

F. Construction: Prior to and during construction, RTC staff will coordinate with Local Jurisdiction staff to make reasonable efforts to minimize disruption to residents, businesses, and the traveling public, during construction. RTC will provide notice to the public prior to construction, and will keep the public informed of pending and ongoing work as construction progresses.

G. Close-Out: RTC will complete the Project, close-out the construction contract, receive Local Jurisdiction(s) Project acceptance, and transfer the right-of-way to the Local Jurisdiction(s) pursuant to RTC Management Policy P-55 – Real Property Acquisition.

X. BUDGETING AND ACCOUNTING

A. Budgeting: RTC will prepare and approve budgets for the S&H Program and individual Projects.¹⁵

B. Regional Street and Highway Fund and Revenue Fund

1. Washoe County has a fund known as the Regional Street and Highway Fund in the county treasury for the purpose of depositing RTC fuel tax revenue collected by the State of Nevada Department of Motor Vehicles.¹⁶ RTC prepares and approves budgets for the Regional Street and Highway Fund.¹⁷ RTC fuel tax revenue is drawn down at RTC's discretion and upon request.
2. RTC maintains a Street and Highway revenue fund to account for RTC fuel tax revenue.

¹⁵ NRS 277A.210(1).

¹⁶ Washoe County Code Sec. 20.429(2) states that "All net proceeds of the motor vehicle tax imposed by the Motor Vehicle Fuel Tax Ordinance received by the county from the department shall be deposited by the county treasurer in a fund to be known as the regional street and highway fund in the county treasury, and disbursed only in accordance with the provision of chapter 373 of NRS."

¹⁷ NRS 277A.210(1).

C. Public Transit Fund

1. Washoe County has a fund known as the Public Transit Fund in the county treasury for the purpose of depositing sales tax collected by the Department of Taxation. RTC prepares and approves budgets for the Public Transit Fund. Sales tax revenue is drawn down at RTC's discretion and upon request.
2. RTC may transfer the sales tax revenue authorized to be used for "construction, maintenance and repair" of public roads to the Street and Highway revenue fund, or may leave those sales tax revenues in the Public Transit Fund to be used for other authorized purposes.

D. Regional Road Impact Fee (RRIF) Accounts and RRIF Revenue Fund

1. In accordance with the RRIF interlocal cooperative agreement, adopted local ordinances and the current version of the RRIF General Administrative Manual, the local government that collects the RRIF fee deposits the fees in an interest-bearing account which clearly identifies the category of capital improvements or facility expansions within the service area for which the fee was imposed.¹⁸ The interest and income earned on the money in the account must be credited to the account.¹⁹ The local government disburses the fees and accumulated interest to RTC quarterly.
2. RTC maintains a RRIF revenue fund to account for RRIF revenues. RTC prepares and approves budgets for the RRIF revenue fund.²⁰

E. Complete Streets Project Revenue Fund: RTC maintains a Complete Streets Project revenue fund to be used solely for the purpose of executing projects, and matching federal funding, as part of its complete streets program of Projects.²¹ The Complete Streets Project revenue fund receives distributions from the Department of Motor Vehicles of voluntary contributions from new vehicle registration or renewal applicants (\$2 for each vehicle).²² RTC may also accept gifts and donations for deposit in the Complete Streets Project revenue fund.²³

F. Other Revenue Funds: RTC shall maintain such other revenue funds as are necessary to account for local, state, and federal funding sources.

¹⁸ NRS 278B.210(2).

¹⁹ NRS 278B.210(4).

²⁰ NRS 277A.210(1).

²¹ NRS 277A.240(2).

²² NRS 277A.240.

²³ NRS 277A.240(3).

- G. Federal Match: RTC has express statutory authority with regard to federal funding.²⁴ RTC may allocate fuel tax revenues, sales tax revenues, and RRIF revenues for the purpose of matching federal funding from any federal source.²⁵ Federal funding is accounted for in the appropriate RTC fund for the Project.

- END -

²⁴ NRS 277A.230; NRS 277A.240.

²⁵ NRS 277A.240(1).

**P-64 - STREET AND HIGHWAY PROGRAM
ATTACHMENT A – ELIGIBLE IMPROVEMENTS**

Category	Sub-category	Standard Improvements	Special Improvements	Local Jurisdiction Improvements
Roadway Projects	New Roadway Projects/ Roadway Capacity Projects	<ul style="list-style-type: none"> • Excavation, grading, underlying structural materials, and pavement for new travel ways • Curbs, gutters, medians, and median materials (decomposed granite (DG), decorative rock, or equal) • Roadway drainage systems, drainage crossings, and drainage detention facilities as a result of roadway project improvements • Pedestrian facilities • Micromobility facilities • Traffic signals (including vehicle detection equipment, signal controllers and cabinetry) • ITS connections (if identified and prioritized as part of the Traffic Operations Management Program) • Signage, striping, and pavement markings • Street light relocation or new street light facilities required by county or city development code/standards • Utility relocations or adjustments for the resolution of conflicts between proposed roadway construction and existing utility facilities. • Traffic noise mitigation required to comply with the National Environmental Policy Act (NEPA) • Landscaping required to replace existing landscaping and/or irrigation systems as a result of roadway project improvements • Infrastructure to support Local Jurisdiction Improvements of public art (e.g., foundations for sculptures) • Transit access facilities and amenities (if eligible funding is allocated) • Other improvements determined necessary by RTC staff and Local Jurisdiction based on sound engineering judgement 	<ul style="list-style-type: none"> • Enhanced pedestrian facilities recommended in RTC Planning documents • Enhanced micromobility facilities recommended in RTC Planning documents • Landscaping and/or irrigation systems required by county or city development code/standards • Unique aesthetic features or amenities that will not increase project costs • Enhanced street light facilities not required by county or city standards • Undergrounding utilities determined necessary by RTC staff and Local Jurisdiction to accomplish the purpose and need of the project. • Traffic noise mitigation not required to comply with NEPA • Visually aesthetic screening, privacy walls, or fencing • Improvements that will increase project costs, but reduce long-term operations and maintenance costs (e.g., concrete medians) • Other improvements determined necessary by RTC staff and Local Jurisdiction to accomplish the purpose and need of the project 	<ul style="list-style-type: none"> • Any “Special Improvements” requested by the Local Jurisdictions • Unique aesthetic features or amenities that will increase project costs • Public art • Offsite parking facilities • Other improvements requested by the Local Jurisdictions
	Active Transportation Projects	<ul style="list-style-type: none"> • Excavation, grading, underlying structural materials, and pavement for roadway alterations • Curbs, gutters, medians, and median materials (decomposed granite (DG), decorative rock, or equal) • Roadway drainage systems, drainage crossings, and drainage detention facilities as a result of roadway project improvements • Pedestrian facilities • Micromobility facilities • Traffic signal modifications as a result of roadway project improvements • Signage, striping, and pavement markings 	<ul style="list-style-type: none"> • Enhanced pedestrian facilities recommended in RTC Planning documents • Enhanced micromobility facilities recommended in RTC Planning documents • Street light facilities required by county or city standards • Undergrounding utilities determined necessary by RTC staff and Local Jurisdiction to accomplish the purpose and need of the project. 	<ul style="list-style-type: none"> • Any “Special Improvements” requested by the Local Jurisdictions • Aesthetic features or amenities • Public art • Offsite parking facilities • Other improvements requested by the Local Jurisdictions

**P-64 - STREET AND HIGHWAY PROGRAM
ATTACHMENT A – ELIGIBLE IMPROVEMENTS**

		<ul style="list-style-type: none"> • Utility relocations or adjustments for the resolution of conflicts between proposed roadway construction and existing utility facilities. • Landscaping required to replace existing landscaping and/or irrigation systems as a result of roadway project improvements. • Transit access facilities and amenities (if eligible funding is allocated) • Other improvements determined necessary by RTC staff based on sound engineering judgement 	<ul style="list-style-type: none"> • Visually aesthetic screening, privacy walls, or fencing • Other improvements determined necessary by RTC staff and Local Jurisdiction to accomplish the purpose and need of the project 	
Category	Sub-category	Standard Improvements	Special Improvements	Local Jurisdiction Improvements
Traffic Operations Projects	Intelligent Transportation System (ITS) Projects	<ul style="list-style-type: none"> • Fiber optic trunk line • Traffic signal hardware (traffic controller/software, cabinet, detectors, etc.) • Traveler Information systems (Road Weather Information Systems (RWIS), dynamic message signs (DMS), ramp metering, etc.) • Region-wide communications systems • Traffic Incident Management systems • PROWAG required ADA pedestrian facilities • Other improvements determined necessary based on sound engineering judgement 	<ul style="list-style-type: none"> • Other improvements determined necessary by RTC and Local Jurisdiction staff to accomplish the purpose and need of the project 	<ul style="list-style-type: none"> • Maintenance of existing traffic signal or equipment • Maintenance of existing ITS equipment • Other improvements requested by the Local Jurisdictions
	Traffic Engineering (TE) Projects	<ul style="list-style-type: none"> • Infrastructure related to: <ul style="list-style-type: none"> ○ Signal operations/optimization (i.e. new signalized intersections, roundabouts) ○ Safety and speed analysis/countermeasures (i.e. traffic calming) ○ Signage (i.e. rectangular rapid flash beacons (RRFB), pedestrian zones), and striping modifications ○ Minor geometric enhancements (i.e. channelization, turn lanes, access management) • Replacement of an existing traffic signal and/or equipment based on geometric enhancements • PROWAG required ADA pedestrian facilities • Other improvements determined necessary based on sound engineering judgement 	<ul style="list-style-type: none"> • Other improvements determined necessary by RTC and Local Jurisdiction staff to accomplish the purpose and need of the project 	<ul style="list-style-type: none"> • Maintenance of an existing traffic signal and/or equipment • Maintenance of existing ITS equipment • Replacement of an existing traffic signal and/or equipment (other than for the purpose of improved traffic operations) • Other improvements requested by the Local Jurisdictions

**P-64 - STREET AND HIGHWAY PROGRAM
ATTACHMENT A – ELIGIBLE IMPROVEMENTS**

Category	Sub-category	Standard Improvements	Special Improvements	Local Jurisdiction Improvements
Pavement Preservation Projects	Preventative Maintenance	<ul style="list-style-type: none"> • Varying surface sealing treatments typically slurry or micro-surface • Full depth patching of severely fatigued areas but typically less than 5% of the total roadway surface • Crack sealing • PROWAG required ADA pedestrian facilities • Signage, striping, and pavement markings including potential lane reconfiguration (i.e. lane narrowing or lane reduction) • Other improvements determined necessary based on sound engineering judgement 	<ul style="list-style-type: none"> • Other improvements determined necessary by RTC staff and Local Jurisdiction to accomplish the purpose and need of the project 	<ul style="list-style-type: none"> • Any “Special Improvements” requested by the Local Jurisdictions • Additional pedestrian facilities • Additional micromobility facilities • Aesthetic features or amenities • Art or art infrastructure • Additional landscaping and/or irrigation systems • Street light facilities required by county or city standards • Other improvements requested by the Local Jurisdictions
	Corrective Maintenance	<p><u>Category 1</u> Projects are limited to roadway surface only, and include combinations of micro milling, full depth patching, surface sealing, along with:</p> <ul style="list-style-type: none"> • PROWAG required ADA pedestrian facilities • Signage, striping, and pavement markings including potential lane reconfiguration (i.e. lane narrowing or lane reduction) • Other improvements determined necessary based on sound engineering judgement <p><u>Category 2</u> Projects include partial asphalt pavement layer removal and replacement in combination with full depth patching, along with:</p> <ul style="list-style-type: none"> • Roadway drain system improvements that eliminate potential adverse effects on the pavement and underlying materials, including curb and gutter replacement where deteriorated, displaced or deficient • Replacement of non-standard roadway drainage inlets and associated storm drain lateral reconnections • PROWAG required ADA pedestrian facilities • Replacement of damaged, displaced or deteriorated sidewalk panels • Signage, striping, and pavement markings including potential lane reconfiguration (i.e. lane narrowing or lane reduction) • Other improvements determined necessary based on sound engineering judgement 	<ul style="list-style-type: none"> • Other improvements determined necessary by RTC and Local Jurisdiction staff to accomplish the purpose and need of the project 	<ul style="list-style-type: none"> • Any “Special Improvements” requested by the Local Jurisdictions • Additional pedestrian facilities • Additional micromobility facilities • Aesthetic features or amenities • Art or art infrastructure • Additional landscaping and/or irrigation systems • Street light facilities required by county or city standards • Other improvements requested by the Local Jurisdictions

**P-64 - STREET AND HIGHWAY PROGRAM
ATTACHMENT A – ELIGIBLE IMPROVEMENTS**

Category	Sub-category	Standard Improvements	Special Improvements	Local Jurisdiction Improvements
	Rehabilitation/Reconstruction	<ul style="list-style-type: none"> • Full depth pavement and underlying materials replacement or roadbed modification (pavement and underlying materials pulverization and cement treatment) • Roadway drain system improvements that eliminate potential adverse effects on the pavement and underlying materials, including curb and gutter replacement where deteriorated, displaced or deficient • Replacement of non-standard roadway drainage inlets and associated storm drain lateral reconnections • PROWAG required ADA pedestrian facilities • Replacement of damaged, displaced or deteriorated sidewalk panels • Replacement of non-standard ADA driveways. • Proven safety countermeasures and strategies to reduce roadway fatalities and serious injuries • ITS infrastructure (if identified and prioritized as part of the Traffic Operations Management Program) • Signage, striping, and pavement markings including potential lane reconfiguration (i.e. lane narrowing or lane reduction) • Landscaping required to replace existing landscaping and/or irrigation systems as a result of pavement preservation project improvements • Transit access facilities and amenities (if eligible funding is allocated) • Other improvements determined necessary based on sound engineering judgement 	<ul style="list-style-type: none"> • Additional pedestrian facilities recommended in RTC Planning documents • Additional micromobility facilities recommended in RTC Planning documents • Other improvements determined necessary by RTC and Local Jurisdiction staff to accomplish the purpose and need of the project 	<ul style="list-style-type: none"> • Any “Special Improvements” requested by the Local Jurisdictions • Aesthetic features or amenities • Art or art infrastructure • Additional landscaping and/or irrigation systems • Street light facilities required by county or city standards • Other improvements requested by the Local Jurisdictions



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Senior Technical Planner

SUBJECT: Verdi Area Multimodal Transportation Study Report

RECOMMENDED ACTION

Approve Verdi Area Multimodal Transportation Study.

BACKGROUND AND DISCUSSION

The Verdi Area Multimodal Transportation Study was developed to identify needs and potential transportation improvements for regional roads in the growing Verdi area. The study focuses on the analysis of traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs.

Public involvement has been an important component of the study. The first public information meeting was held on June 10th, 2022. The study team hosted “A Coffee with the RTC” at a local coffee shop and distributed fact sheets and information regarding an online survey. The survey received 273 responses. This initial feedback from the public outreach event assisted the team with identifying areas of concern. A second public information meeting was held on May 30th, 2023, at the Verdi Public Library to provide a forum for the study team to present recommendations and solicit feedback. In addition, the study team attended and provided presentations at multiple Citizen’s Advisory Board meetings to discuss the study and share its findings.

The study team has developed a study report that documents both the analysis results and potential transportation improvements in the Verdi area. Potential projects identified in the Verdi Area Multimodal Transportation Study will be reviewed and prioritized during the development of the updated Regional Transportation Plan (RTP). In addition, the RTC will coordinate with our partner agencies to implement safety and traffic operations improvements through existing RTC programs.

Some highlights and preliminary recommendations of the report include the following:

- Safety and operational improvements on I-80, including, median barriers, wildlife fencing, and removal of rumble strips.
- Bridge and interchange improvements on I-80, including bicycle and pedestrian facilities on the Garson Road Bridge.
- Widening of I-80 to three lanes in each direction to accommodate future capacity needs.

The above recommendations will require continued coordination with the Nevada Department of Transportation (NDOT), and are expected to be further vetted in terms of timing and funding through the RTP update. In addition, there are several project recommendations for regional and local roads in the Verdi community, which primarily address pedestrian and bicycle connectivity in the form of share use paths. Lastly, there are two different alternatives for improving safety and operations for Verdi Road between Bridge Street and Cabela Drive. The attached report provides further details on planning level cost estimates and potential implementation priority.

FISCAL IMPACT

The study is paid for by federal planning funds and is included in the Unified Planning Work Program (UPWP) for FY 2024.

PREVIOUS BOARD ACTION

- | | |
|------------|--|
| 12/17/2021 | Approved a Contract with CA Group, Inc., for consulting services on the Verdi Area Multimodal Transportation Study, in an amount not-to-exceed \$97,150. |
| 08/20/2021 | Authorized a Request for Proposals for the Verdi Area Multimodal Transportation Study. |
| 04/16/2021 | Approved the FY 2022 – FY 2023 Unified Planning Work Program. |

VERDI AREA MULTIMODAL STUDY



PREPARED BY:



An Employee Owned Company

CA Group, Inc

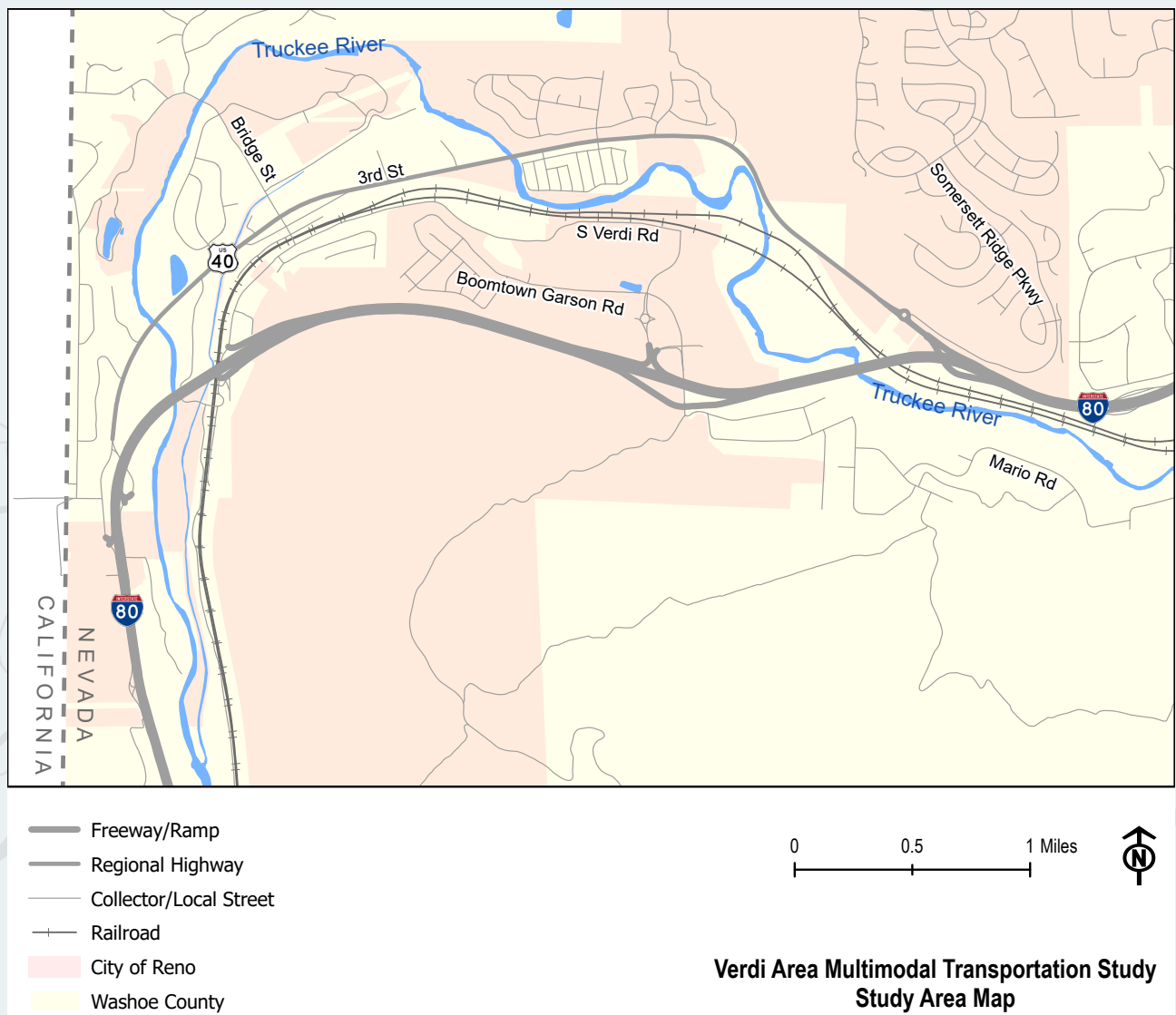
Parametrix

INTRODUCTION

The Verdi Area Multimodal Study was led by the Regional Transportation Commission (RTC) of Washoe County in in close collaboration with Washoe County and the City of Reno. Project partners included the Nevada Department of Transportation (NDOT) and local Verdi community.

The Verdi area was once a rural suburb of the urbanized Reno area. As a result of the development and growth in the metro Reno area, Verdi has experienced residential and commercial growth and is now anticipating potential transportation concerns. In addition, Interstate 80 (I-80) and Union Pacific Railroad mainline, linking Reno to San Francisco, cut through the middle of the Verdi area, creating barriers for local north/south travel for all modes of travel.

This study looked at existing and future transportation issues and opportunities within the Verdi area. The existing conditions analysis considered traffic volumes, transportation safety, transit service, pedestrian and bicycle facilities, and land use. The study then identified different types of transportation needs based on technical analyses and community/stakeholder outreach. The resulting outcome is a set of recommendations for enhancing mobility and safety for all users within and through the Verdi area. This report outlines the process and its significant findings.





Understanding existing conditions in the Verdi study area was essential to identifying current concerns and future complications. The study team conducted extensive analysis of existing facilities and conditions, including safety, traffic congestion, land use, transit service, active transportation facilities (i.e., bicycles and pedestrians), and off-highway vehicle (OHV) usage.

SAFETY

Safety is always a primary concern for residents, agencies, and the study team. Crash data within the study area was collected from January 1, 2015, through December 31, 2019. Most of the crashes (86%) within the Verdi area were along the I-80 corridor. This is concerning because higher speeds typically result in higher injury severity crashes. All six fatal crashes within the area occurred along I-80 and resulted in seven fatalities. These fatalities included two motorcycle crashes. A primary concern along I-80 is the absence of a median barrier preventing vehicles from crossing over and resulting in head-on collisions (see **Figure 1**). Crash rates outside of the I-80 corridor were much less severe, and of the 48 crashes outside of I-80, 21 were along 3rd Street. The primary concern of these crashes were the three pedestrian incidents and one bicycle. There were not fatalities; however, any collision with a vulnerable user can easily

result in a high-severity crash or fatality.

The rural nature of Verdi and nearby forest create wildlife-vehicle conflict concerns. These collisions along low-speed roads typically result in property damage-only crashes. However, along high-speed I-80 they can quickly become high severity or fatal crashes. Thirty-two wildlife-vehicle crashes occurred during the five-year crash period. This area was identified as high-priority in NDOT's *2018 Wildlife-Vehicle Conflict Prioritization* report. Speed is a common concern for residential areas, including for Verdi residents. As part of this study, the University of Nevada, Reno (UNR) Center for Advanced Transportation Education and Research utilized experimental data gathering by acquiring car data from newer cars (such as Teslas) to obtain vehicle speed data from March 9th through 11th, 2022, and on the weekend of March 13th and 14th, 2022. This data was collected in a manner that vehicles maintained autonomy. The data showed speeds exceeding the posted 65 miles per hour along I-80. However, local street speeds were more consistent with posted speed limits (see **Table 1**). While this data is only a small representation of daily traffic along these roadways, it demonstrates the rural nature and limited width roadways within Verdi tend to keep speeds closer to posted speed limits.

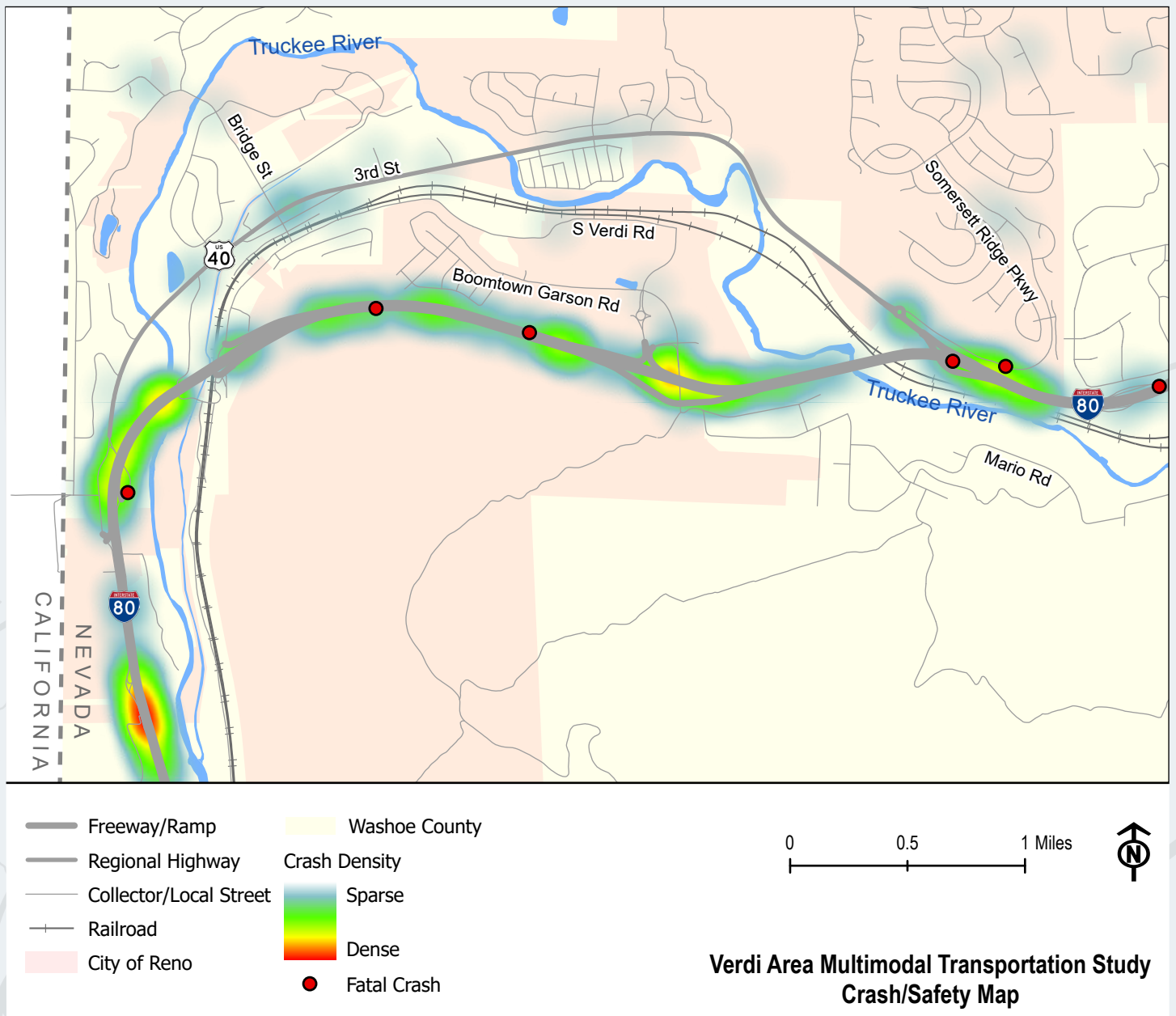
Table 1. 2022 Speed Data Collection

Route	Posted	Weekday	Weekend	Data Sets
US 40 East	45 mph*	37 mph	38 mph	210
US 40 West	45 mph*	37 mph	39 mph	74
I-80 East	65 mph	70 mph	70 mph	308
I-80 West	65 mph	70 mph	70 mph	474
Bridge St	25 mph	15 mph	18 mph	43
S. Verdi Rd	25 mph	28 mph	28 mph	23

*Data was taken east of Edinburgh Drive

Source: UNR Center for Advanced Transportation Education and Research, 2022.

Figure 1. Crash Data Map





TRAFFIC CONGESTION

As growth continues within the Verdi area, so will the concern for increased traffic congestion. There are no existing traffic signals within the corridor; however, the primary site of operational traffic concerns is access from I-80. Since I-80 is a controlled access facility, ingress and egress access are limited to interchanges at 4th Street, Garson/Boomtown Road, and Gold Ranch Road. These interchanges are older and not standard diamond, single-point diamond, or diverging diamond interchanges. They also primarily provide access to the north side of I-80 with non-typical access to the south side. Extenuating this concern are the proposed developments south of I-80 near the Garson/Boomtown interchange.

Another significant traffic concern for residents is freight and semi-truck traffic. Verdi is the gateway for westbound I-80 into the Sierra Nevadas and Donner Pass, which lead to Sacramento and the San Francisco Bay Area. As such, the Gold Ranch interchange often becomes a closure point for I-80 during inclement winter weather, and semi-trucks park along I-80, 3rd Street, and other local roads. Because of the cold weather, the parked trucks keep their engines running, creating additional emissions and noise pollution. Furthermore,

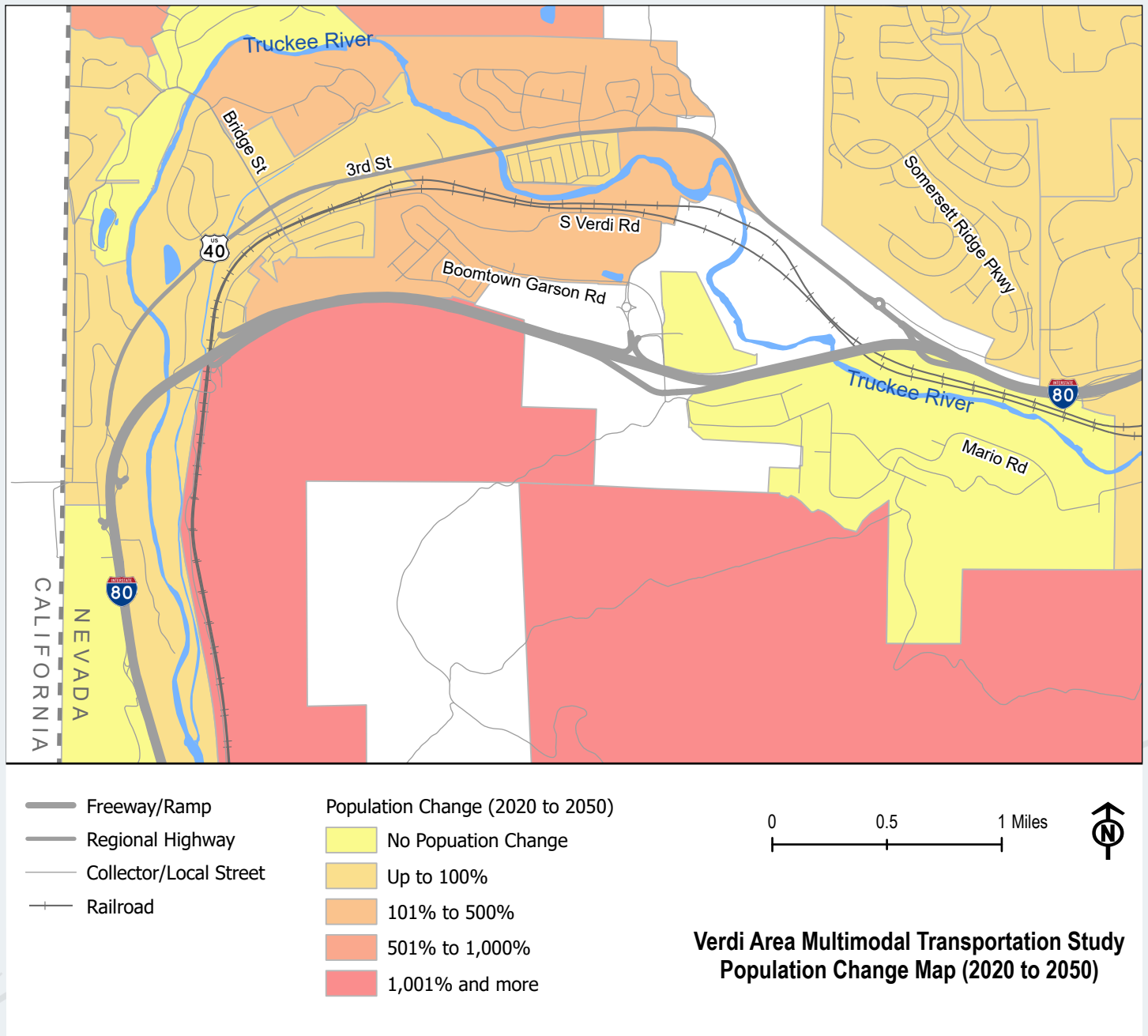
shoulder widths are not conducive to truck parking, so trucks often extend into existing travel lanes and create additional safety concerns.

LAND USE

Current Land Use. Verdi has historically been a rural residential area. The Truckee River runs through Verdi, which has led to the development of multiple parks in the area. However, zoning changes have resulted in additional residential and commercial development in the past fifteen years. Most recently, a higher-density residential area and a commercial distribution facility were developed near and adjacent to (respectively) the Garson/Boomtown Interchange.

Future Land Use. Several major developments are planned or in the early stages of development for the Verdi area. These developments include Mortensen Ranch, Meridian 120 South, and Santerra. Mortensen Ranch is anticipated to bring 676 homes to the area, while Santerra is planned to bring 1225 homes. **Figure 2** on the following page shows the anticipated growth in population from 2020 to 2050. While full build-out of these developments could take approximately five to ten years (or more), this increased development will likely require enhanced access to I-80.

Figure 2. Population Change



TRANSIT

Most of the study area, primarily north of I-80, is served by the RTC's FlexRide transit service. FlexRide provides a more customized approach to service as users book their rides through the app, on their computer, or by phone. An RTC shuttle van arrives at the specified time and pickup location, similar to other rideshares (e.g., Uber or Lyft). FlexRide is a newer form of transit for RTC and transit agencies nationwide. One concern presented through meetings and outreach is a lack of knowledge of the service and how to use it.



BICYCLE FACILITIES

Bicycle facilities in the existing Verdi area are relatively limited. Bicycle lanes only exist along 3rd and 4th Street and for a small portion of the Boomtown/Garson Road in new development areas. Despite limited facilities, the 3rd and 4th Street bike lanes are popular among local bicycle groups. One constraint of the existing bicycle lanes is that the termination through the Edinburgh roundabout creates confusion amongst drivers and bicyclists.

PEDESTRIAN FACILITIES

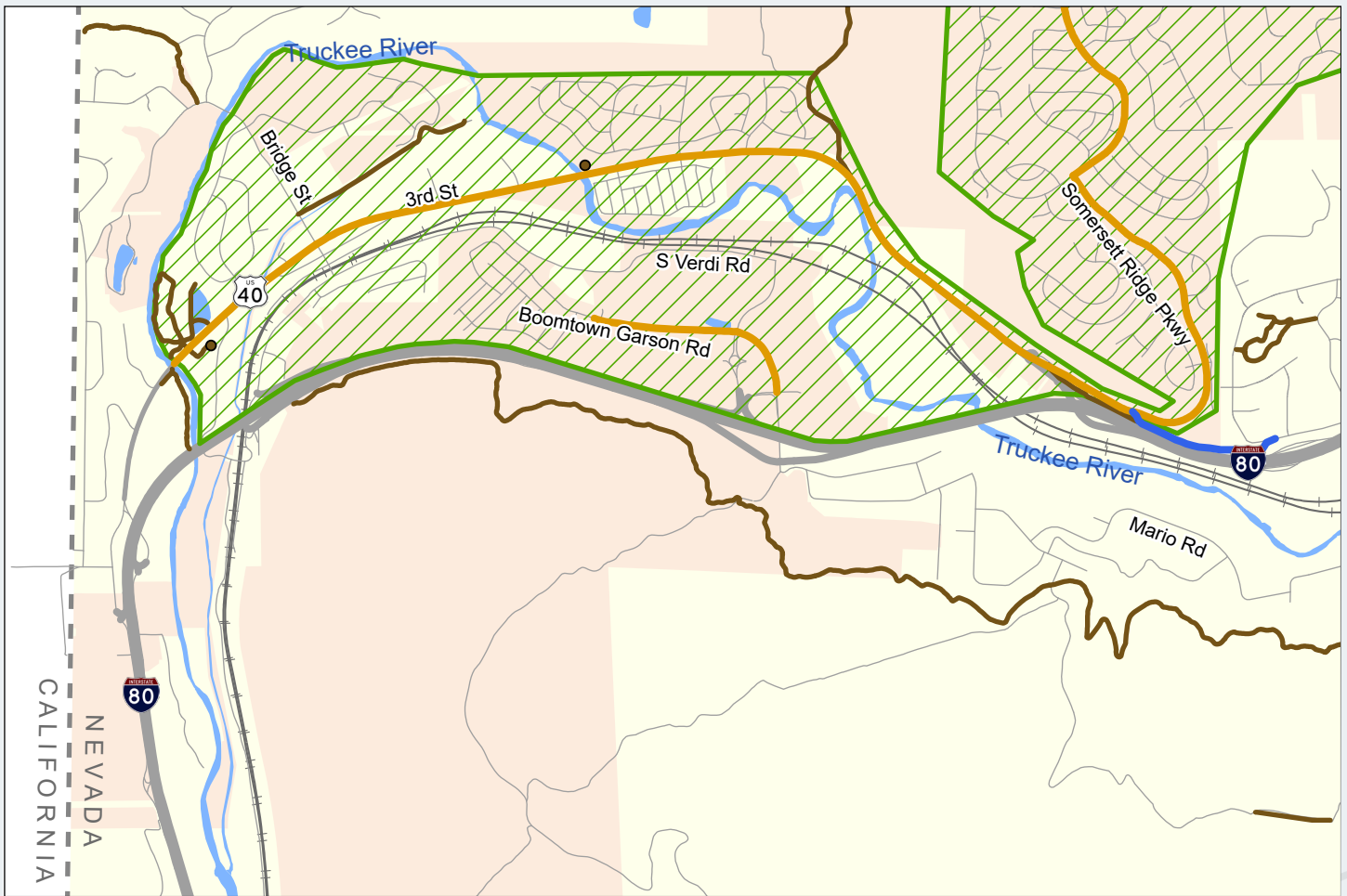
Similar to the limited bicycle facilities, there is a lack of sidewalks throughout the Verdi area. Sidewalks only exist in the newly developed areas near Boomtown/Garson Road. A trail was constructed as part of the Quest 2 development by Valley Homes, connecting the higher portion of Verdi near Boomtown/Garson Road to downtown Verdi with a connection to Verdi Road. Many roads within the Verdi area have posted speed limits of 35 miles per hour or lower, so many residents utilize the local paved roads as pedestrian users.

RECREATIONAL

The Verdi area is surrounded by National Forest and bisected by the Truckee River. These natural resources attract a wide variety of users looking for access through and within the Verdi area. Not only do bicyclists and pedestrians utilize the area, but so do OHV users. Within Washoe County, properly registered OHVs can legally use local roads under a 45-mile-per-hour posted speed limit or within two miles of an OHV trail. They must, however, follow all rules of the road as vehicles.

Figure 3 on the following page shows the various multimodal facilities within the Verdi area.

Figure 3. Multimodal Facilities



- Freeway/Ramp
- Regional Highway
- Collector/Local Street
- Railroad
- City of Reno
- Washoe County
- FlexRIDE On-Demand Service Area
- Existing Bike Lane
- Existing Shared Use Path
- Trails
- Trailhead

0 0.5 1 Miles



**Verdi Area Multimodal Transportation Study
Multimodal Map**

Public and stakeholder involvement has been a critical component of the development of this study.

The study team identified a Technical Advisory Committee (TAC) and presented information to the TAC throughout the project. This committee included staff from Washoe RTC, NDOT, Washoe County, the City of Reno, Washoe County School District, and the Truckee Meadows Regional Planning Agency (TMRPA). Meetings were conducted virtually to solicit stakeholder comments on the existing conditions analysis (meeting #1) as well as brainstorming and potential recommendations (meeting #2).

The study team also held a series of meetings with leadership from RTC and NDOT. The purpose of these meetings was to review feedback received during the virtual public meeting and public comment period and reach a consensus about the study direction. This direction helped inform the alternatives development and recommendations phases.

PUBLIC OUTREACH

Public outreach was conducted at two critical points during the planning process: during the existing conditions/visioning development and initial review of draft recommendations.

The first public information meeting was held on June 10th, 2022. The study team hosted “A Coffee with the RTC” at a local Verdi coffee shop and distributed a fact sheet and information regarding an online survey. The six-question survey solicited feedback about areas of concern and guidance on where additional multimodal facilities (such as bicycle and pedestrian facilities) would be preferred. The online survey was available for four weeks. This initial feedback from the public

outreach event assisted the team with identifying areas of concern. A second public information meeting was held on May 30th, 2023, at the Verdi Public Library to provide a forum for the study team to present recommendations and solicit feedback.

In addition, the study team attended and provided presentations at multiple Citizen’s Advisory Board meetings to discuss the study and share its findings.

IDENTIFIED ISSUES AND CONCERNS

Through the existing conditions evaluations and the first public meeting conducted, the project team identified several issues and opportunities for enhancement. In addition to analysis and public outreach, the study team toured the area with a Citizen Advisory Board (CAB) member to better understand local concerns. Primary concerns identified include:

- » Truck parking along I-80 and on local roadways during inclement winter weather.
- » South Verdi Road is the minimum allowable road width, with an embankment on the north side. When roads are wet or icy, this becomes a dangerous combination, as several cars have driven off the road.
- » The Boomtown/Garson Road Interchange’s capacity and ability to accommodate future growth and development.
- » A need for enhanced pedestrian access.
- » A need for enhanced bicycle facilities along 3rd Street.
- » Improving the limited sight distance for pedestrians and bicyclists at the Truckee River Bridge on Crystal Park Road.

RECOMMENDED IMPROVEMENTS

This study evaluated and developed vehicular, pedestrian, bicycle, and transit concepts. Key factors considered as part of this screening included safety for all modes of transportation, vehicular access, future development, and public and stakeholder feedback. Various recommendations were developed to improve freeway access, mitigate safety concerns, and improve non-motorized facility conditions within the study area. Improvement concepts have been classified by mode and focused on areas where outstanding needs have been identified.

VEHICULAR IMPROVEMENTS - I-80

Driver safety was crucial for recommendations on I-80 through the study area, with traffic operations and congestion also considered. **Table**

2 summarizes issues and needs along I-80 and proposed improvements. The long-term needs of I-80 include projects with significant costs. NDOT maintains ownership of the I-80 corridor, and proposed improvements would need to be considered in their OneNevada plan for short-term and long-term planning. The improvements below do not require NDOT implementation but are presented for future consideration. NDOT plans to implement improvements I.1 and I.2 as part of Contract 3947 and will begin construction in Summer 2023. In addition, NDOT and RTC are in the early stages of coordinating the reconstruction of the Garson Road bridge structure to address concerns and provide forward compatibility for future needs.

Table 2. Corridor Needs and Proposed Improvements

Corridor Issue and Need	Proposed Improvements	Project ID
I-80 is identified as a high-priority area for wildlife-vehicle collisions.	Construct wildlife fencing along the I-80 corridor.	I.1
NDOT has received noise complaints for rumble strips along I-80.	Remove rumble strips within close proximity to residential areas.	I.2
Crash data identifies median crossovers result in severe or fatal crashes.	Install median barrier to separate eastbound and westbound I-80 traffic.	I.3
Future traffic demands south of I-80 will require better access and laneage.	Widen or reconstruct Garson Road Bridge/ Interchange and include pedestrian/bicycle facility	I.4
Current geometry of the Gold Ranch Interchange is non-typical and not operationally efficient. Eastbound on-ramp presents concerns for traffic entering I-80.	Reconfigure and reconstruct Gold Ranch Interchange and bridge	I.5
Projected 2050 traffic volumes will exceed current I-80 two lane capacity.	Widen I-80 to three lanes in each direction within the study area	I.6
Current I-80 bridges over the Truckee River limit the ability to modify Gold Ranch interchange and address local road sight distance concerns.	Widen I-80 bridges over Truckee River to accommodate potential Gold Ranch interchange enhancement and provide additional sight distance on Crystal Park Road.	I.7

VEHICULAR IMPROVEMENTS - REGIONAL ROADS

A primary concern expressed by many residents was the safety and efficacy of South Verdi Road. South Verdi Road is a twenty-two-foot wide roadway with a steepened cut slope on the south side and approximately 2:1 embankment fill on the north side. The road handles two-way traffic and poses safety concerns in the wintertime due to the grade of the road and the potential to slide off the road and down the embankment. There is no additional room provided for pedestrians or bicyclists. Due to the terrain adjacent to the roadway, widening the roadway will have a significant cost. The roadway currently handles approximately 420 cars daily, which will result in a low benefit/cost ratio for widening.

The study team identified two recommendations for South Verdi Road. The first recommendation is a short-term, cost-effective solution to alleviate safety concerns and provide enhanced bicycle/pedestrian access. The short-term option would be to eliminate one-way of travel, thus making the road a one-way road with a 10-foot travel lane to control speeds. The narrowed traffic lane would also allow for a guardrail to be installed on the north side and an eight-foot wide shared-use path to be striped for pedestrian and bicycle access.

The other recommendation is a long-term vehicular-only improvement that would widen the roadway to the south, resulting in an approximate five to eight-foot retaining wall being constructed on the south side. This would create enough width to construct a guardrail on the north side and provide an eleven-foot lane in each direction with two-foot buffers between the shoulder and a barrier on each side. Dedicated bicycle or

pedestrian facilities would not be included due to the significant additional costs for taller and additional retaining walls.

Additional options discussed by the Verdi community during the second public meeting included evaluating a full closure of Verdi Road, except for some residential accesses, and allowing only bicyclists and pedestrians. Another lower-cost option would be constructing retaining walls on the south side at the roadway curve locations to provide improved sight distance.

A survey was also conducted during the second public meeting to identify a preference between the various options. This survey resulted in a near tie in the community's preferences. As a South Verdi improvement project moves forward, additional outreach should be conducted to identify a community, City, and County preferred option.

One issue that will need to be considered in the development of either option is a majority of South Verdi Road is within Union Pacific Railroad (UPRR) and would require a diagnostic site visit and approval for any improvements. It is anticipated that the UPRR diagnostic site visit would require an upgrade to signal equipment at the signalized UPRR at-grade crossing at Bridge Street.





PEDESTRIAN AND BICYCLE IMPROVEMENTS

To accommodate pedestrians and bicyclists, improvements will enhance existing facilities and provide new facilities on the primary roads within the Verdi area. Because there is a designated bicycle lane on 3rd Street, several recommendations seek to enhance pedestrian and bicyclist access along this particular roadway. New facilities along Bridge Street are recommended to improve safety and access to the elementary school and library north of 3rd Street and over the canal parallel to 3rd Street. New pedestrian and bicycle facilities are recommended between 3rd Street and South Verdi Road to provide a safer facility for the UPRR crossing. It is also recommended that future developments provide pedestrian and bicycle access to the proposed facilities via local low-speed roadway or tie-in directly.

Table 3 summarizes these proposed bicycle and pedestrian facilities.

Table 3. Proposed Recommendations

Project ID	Proposed Recommendations
RM.1	Enhance the Edinburgh Roundabout. Add sidewalk bicycle ramps to allow bicyclists to safely exit the bike lane and use marked crosswalks to get through. Bicycle ramps on the exit side will enable bicyclists to enter the exiting bike lane safely.
RM.2	Provide a shared use path along 3rd Street for use by pedestrians and recreational bicyclists.
RM.3	Provide a shared use path along Crystal Park Drive under the east span of the I-80 bridge structure to avoid limited sight distance for pedestrians and bicyclists on Crystal Park Drive.
RM.4	Provide a shared use path on Bridge Street from 3rd Street to Verdi Elementary School.
RM.5	Provide a shared use path on Bridge Street from 3rd Street to South Verdi Road.
RM.6	Provide a shared use path bridge over the Truckee River along 3rd Street east of downtown Verdi.
RM.7	Provide a shared use path bridge over the Truckee River along 3rd Street west of downtown Verdi.
RM.8	Provide a shared use path bridge over the canal along 3rd Street east of downtown Verdi.

The study team also evaluated other concerns identified through the study process. The following are additional recommendations that should be considered.

FREIGHT

With I-80 running through the heart of the Verdi area, local residents routinely discussed several concerns. The primary concern was semi-trucks parking on local streets during closures of I-80. Truck parking is a concern throughout Nevada and has been evaluated statewide. The study team recommends NDOT continue developing and implementing additional truck parking as discussed as part of the Statewide Freight Plan. Through the development of truck parking east of Verdi and in Reno combined with advanced digital messaging boards, the intent would be to make an effort to encourage semi-trucks to park in those areas, instead of Verdi, during closure events.

The study team also discussed opportunities to identify potential park-and-ride areas that could double as truck parking during severe weather and I-80 closures to minimize truck parking on local streets. These park-and-ride opportunities and advanced parking developments should be considered in the upcoming RTC regional freight study to address freight movements through Washoe County on a larger regional scale and identify regional enhancements that would benefit the Verdi area.

PARK-AND-RIDES

A unique characteristic of the Verdi area is that most of the land use is residential. Limited local area employment areas will require most in-office workers to commute to Reno. The closest significant employment center is downtown Reno, approximately nine miles east of downtown Verdi.

These circumstances provide a great car-sharing opportunity, especially with the establishment of additional convenient and secure park-and-ride locations. For example, the reconstruction of the Gold Ranch interchange may provide an opportunity for a new park-and-ride location. Partnerships with local businesses such as Boomtown Casino may present win-win scenarios where the RTC can save on capital improvement and maintenance costs while the local business can benefit from park-and-rides users visiting their business before or after their trip. Private parcels that could be in desirable locations and considered for a willing buyer-willing seller acquisition may also become available. Successful park-and-rides may also present additional express transit alternatives to minimize future traffic congestion.

TRANSIT

As previously mentioned, the RTC FlexRide program is available in the Verdi area. Through the public involvement process, the study team learned that the local community did not know about and/or did not understand how to use the service. It is recommended that the RTC conduct a focused educational campaign within the Verdi area on what the system is and how to use it. With minimal essential services, including medical and food, the FlexRide program has significant potential for increased ridership.

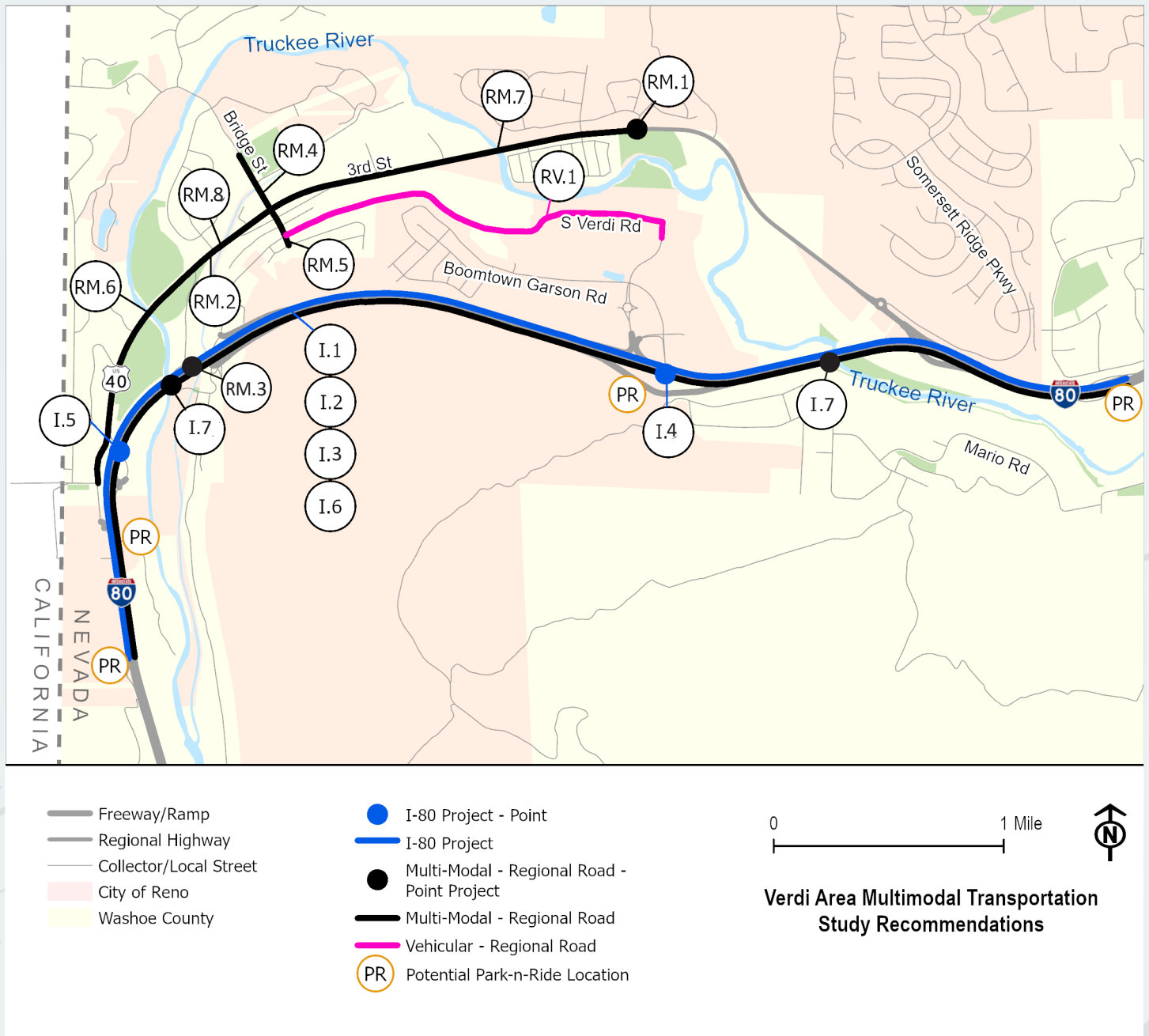
SPEED MANAGEMENT

While initial data collection efforts did not show significant speed concerns away from I-80, the data set was limited. The study team recommends speed management be implemented before speeding concerns increase. This recommendation is focused on reducing the travel lanes along 3rd Street from twelve feet to eleven feet.

RECOMMENDATION SUMMARY

The improvements identified in **Table 2** and recommendations identified in **Table 3** are illustrated below on **Figure 4**. These improvements will enhance the safety and travel of all users in the Verdi area. I-80 and 3rd Street are owned and maintained by NDOT. Partnerships between NDOT, RTC, the City of Reno, and Washoe County will be instrumental in delivering these improvements.

Figure 4 Recommendation Summary



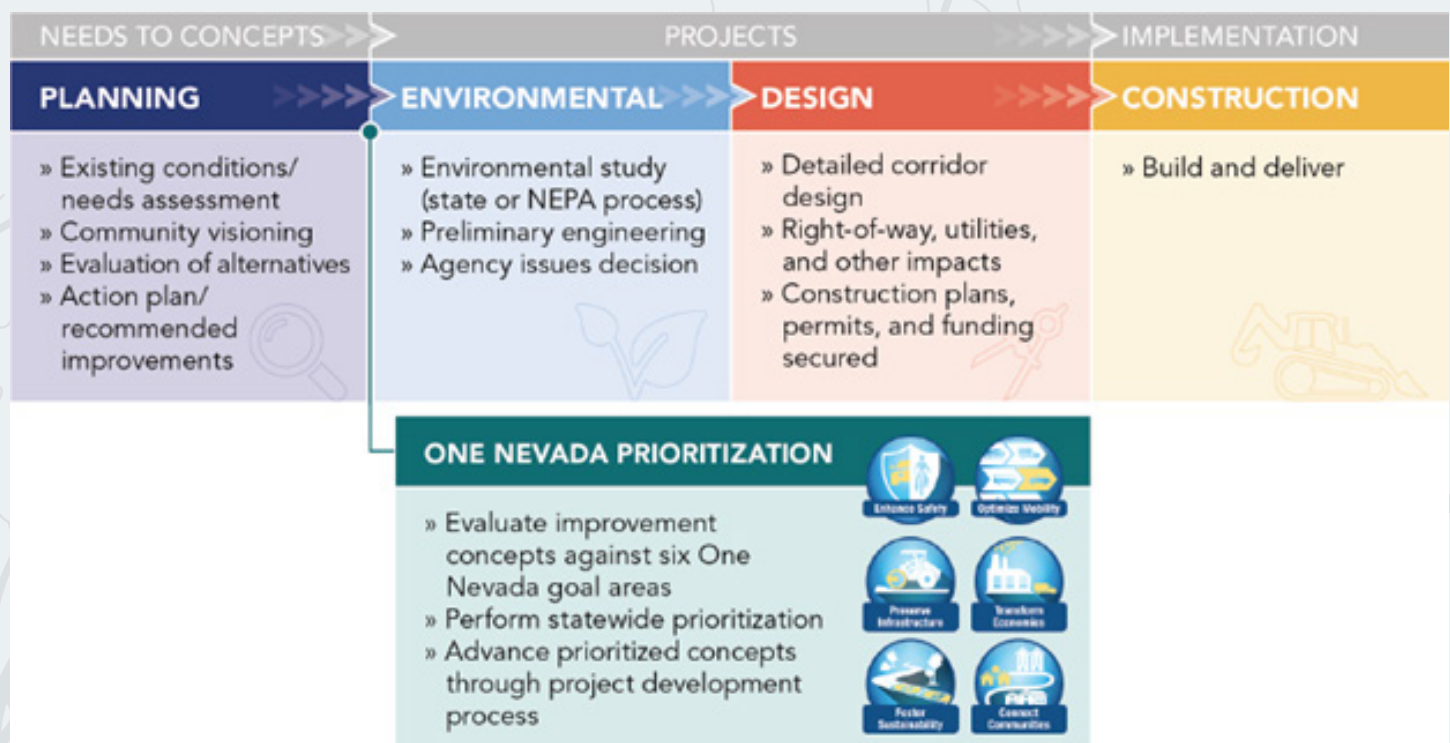
IMPLEMENTATION AND PRIORITIZATION

The next step in the study process is integrating corridor recommendations into RTC’s Regional Transportation Plan (RTP). Federal regulations require that the long-range planning document be updated every four years. The RTP is RTC’s long-range transportation plan as required under federal statute. It contains significant transportation projects and programs for Washoe County for all modes of travel and functions as a central tool for implementing long-range transportation planning. The RTP captures the community’s vision of the transportation system and identifies the projects, programs, and services necessary to achieve that vision which the RTC, member entities, and NDOT may implement. The current 2050 RTP was adopted in 2021 and amended in 2023, with a wholesale update due in 2025.

Because I-80 and 3rd Street are NDOT-owned facilities, RTC will coordinate and partner with NDOT to deliver those roadway improvement projects, including integrating project recommendations

into NDOT’s One Nevada transportation planning process. The One Nevada Transportation Plan is NDOT’s state long-range transportation plan and is built on six critical goal areas that reflect the priorities of Nevada’s public and transportation partners. The One Nevada planning process is a policy framework for project development that allows more informed, data-driven, transparent, and responsive transportation investment decisions.

Near-term opportunities for improvements along I-80 are already proceeding. Construction for NDOT’s Contract 3947 began in Spring 2023 with the removal of rumble strips and installation of wildlife fencing. NDOT is also moving forward with planning and conceptual designs for the replacement of several bridges along I-80, including the Garson Road bridge. This will provide opportunities for future widenings while maintaining adequate bridge clearance and pedestrian/bicycle facilities.



Project ID	Description	Potential Implementation*	Planning Level Cost Range	Type of Improvement			Independent Project
				Safety	Mobility	Multimodal	
I-80 Improvements (Vehicular)							
I.1	Install Wildlife Fencing	Near Term	Contract 3947	✓			Y
I.2	Removal of I-80 Rumble Strips	Near Term	Contract 3947				N/A
I.3	Median Cable or Barrier Rail	Near Term	\$10-12 mil	✓			Y
I.4	Widen/Reconstruct Garson Road Bridge/ Interchange	Mid Term	\$20-25 mil	✓	✓	✓	Y
I.5	Reconfigure/Reconstruct Gold Ranch Interchange & Bridge	Mid Term	\$25-30 mil	✓	✓	✓	Y
I.6	Widen I-80 to three lanes (4th Street to Gold Ranch)	Long Term	\$60-70 mil	✓	✓		Y
I.7	Widen I-80 Bridges over Truckee River to accomdate I.5 and R.3	Mid Term	\$80-100 mil	✓	✓	✓	N
Regional Roads (Pedestrians and Bikes)							
RM.1	Enhance Edinburgh Roundabout with Sidewalk Bike Ramps	Near Term	<\$500k	✓		✓	Y
RM.2	Provide Shared Use Path on 3rd Street	Mid Term	\$1-2 mil	✓	✓	✓	Y
RM.3	Provide Shared Use Path - Crystal Peak Drive Under I-80 Bridge	Near Term	<\$500k	✓	✓	✓	Y
RM.4	Provide Shared Use Path on Bridge Street - 3rd Street to Verdi Elementary	Near Term	<\$500k	✓		✓	Y
RM.5	Provide Shared Use Path on Bridge Street - 3rd Street to Verdi Road	Mid Term	\$1-2 mil	✓	✓	✓	Y
RM.6	Provide Shared Use Path Bridge over Truckee (3rd Street East)	Long Term	\$2-3 mil	✓	✓	✓	Y
RM.7	Provide Shared Use Path Bridge over Truckee (3rd Street West)	Long Term	\$2-3 mil	✓	✓	✓	Y
RM.8	Provide Shared Use Path Bridge over Canal (3rd Street)	Long Term	\$1-2 mil	✓	✓	✓	Y
Regional Roads (Vehicular)							
RV.1	One Way Verdi Road - Bridge Street to Cabela Drive	Near Term	\$1-2 mil	✓		✓	Y
RV.1	Widen Verdi Road - Bridge Street to Cabela Drive	Long Term	\$8-10 mil	✓	✓		Y

* Final implentation to be detemined by short and long-term planning documents and OneNevada for NDOT projects.



VERDI AREA MULTIMODAL STUDY



PREPARED BY:



An Employee Owned Company

CA Group, Inc

Parametrix

TABLE OF CONTENTS

Volume 2.1 Traffic Operations Analysis Memo

Volume 2.2 Safety Analysis Memo

Volume 2.3 Public Comment Summary



2.1 TRAFFIC OPERATIONS ANALYSIS MEMO



PREPARED BY:



An Employee Owned Company

CA Group, Inc

Parametrix

To: RTC Washoe County
Date: June 1, 2023
From: CA Group

Subject: Verdi Area Multimodal Study Traffic Operations Analysis Memo

1.0 Traffic Information

1.1 Summary of Existing Studies

Wood Rogers, November 2020, I-80/Garson Rd. Interchange Traffic Report

- This traffic analysis is an all-inclusive study of other TIAs in the area up to 2020. The traffic volumes used in this study have the highest and most conservative volumes.
- The key intersection of this study was at the I-80 eastbound ramps at Garson Road. The 2040 Build volumes closely match the RTC Washoe 2050 TransCAD model.
- The proposed design for the intersection is a mixture of one- and two-lane roundabouts with a bypass lane northbound to eastbound.
- The roundabouts' level of service (LOS) and Degree of Saturation is within the acceptable range.

Solaegui, June 2020, Gold Ranch RV Storage and Convenience Store TIA

- 2040 growth = 2.3%, matching the RTC Washoe 2050 TransCAD model.
- 2040 Build has the northbound Gold Ranch at I-80 westbound off-ramp (Exit 2) at LOS E (stop condition).

Solaegui, March 2019, Mortensen Ranch Traffic Analysis

- 2039 Build volumes are approximately 10% higher than the RTC Washoe 2050 TransCAD model.
- Intersections of 3rd Street/US 40/SR-425 at Waterville Drive and Edinburgh Drive roundabout still operate at an acceptable LOS.
- It recommends installing an exclusive left-turn lane for both eastbound and westbound at the 3rd Street/US 40/SR-425 and Waterville Drive intersection.
- In summary, perform an exclusive left-turn warrant analysis at the intersection of 3rd Street/US 40/SR-425 and Waterville Drive.

1.2 Traffic Analysis

NDOT's historical Annual Average Daily Traffic (AADT) and Average Daily Traffic (ADT) from the latest RTC Washoe travel-demand model were reviewed to understand the traffic growth along the corridor.

Table 1 shows the historical AADT of all the available NDOT TRINA counters within the project limits. There were 25 counters (the blue highlighted are assumed as the data were unavailable). In the past ten years (2011 to 2021), there was some noticeable growth along the corridor. The average growth on the entire corridor was 1.0% (five years) and 2.7% (ten years).

The RTC Washoe TransCAD data for 2020 and 2050 was reviewed to determine the growth rates. **Table 2** shows the ADT along with growth rates for each corridor segment. Overall, an average annual growth rate of 1.3% (I-80) and 2.2% (SR-425) was determined from the TransCAD data.

Table 1. NDOT Historical AADT

Counter	Location	I-80 in Verdi											Annual Growth Rate	
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	5-Year	10-Year
311120	ATR - 0.2 mi E of NV/CA Stateline (9/26/2021) plus	27,000	27,500	25,500	26,500	28,500	30,000	27,922	27,000	27,700	28,700	31,886	1.2%	1.7%
310001	W/B on-ramp of the W Verdi Intch 'Exit 2	1,500	1,900	1,000	1,300	1,100	1,300	1,100	1,300	1,300	1,300	1,707	5.6%	1.3%
310002	W/B off-ramp of the W Verdi Intch 'Exit 1'	40	40	30	40	50	50	40	40	40	150	150	24.6%	14.1%
310010	E/B off-ramp of the W Verdi Intch 'Exit 2'	770	800	650	770	800	870	820	900	940	910	659	-5.4%	-1.5%
310004	W/B off-ramp of the W Verdi Intch 'Exit 2'	2,300	1,900	2,300	2,100	2,100	2,100	2,200	2,400	1,350	1,300	874	-16.1%	-9.2%
310009	E/B on-ramp of the W Verdi Intch 'Exit 2'	1,100	1,200	1,200	1,300	1,200	1,200	1,300	970	960	1,300	1,094	-1.8%	-0.1%
310003	660ft E of the W/B off-ramp 'Exit 2'	3,600	3,200	3,500	3,400	3,100	2,900	3,000	3,150	3,150	3,050	2,953	0.4%	-2.0%
310007	975ft W of Tenaya Ln	1,100	1,500	1,500	1,500	1,100	1,400	1,400	1,600	1,550	1,800	1,845	5.7%	5.3%
310804	Btwn the W Verdi Intch 'Exit 2' & the Verdi Intch 'Exit 3'	27,000	26,000	27,500	28,500	30,000	34,000	34,500	36,000	36,500	33,500	33,036	-0.6%	2.0%
310107	40ft E of Quilici Ranch Rd	160	200	300	200	200	280	230	220	250	230	346	4.3%	8.0%
310016	E/B on-ramp of the Verdi Intch 'Exit 3'	250	300	300	250	300	290	270	260	520	500	392	6.2%	4.6%
310011	W/B off-ramp of the Verdi Intch 'Exit 3'	250	300	250	250	300	290	300	270	270	400	444	8.9%	5.9%
310401	0.8 mi W of the Garson Intch 'Exit 4'	28,000	27,000	26,500	29,000	31,000	34,000	35,000	37,000	36,500	35,500	37,536	2.0%	3.0%
310012	155ft W of 2nd St	1,700	1,700	1,700	1,600	1,700	1,800	2,600	2,000	2,000	1,950	2,092	3.1%	2.1%
310110	125ft N of S Verdi Rd at the RxR tracks	520	550	600	510	550	620	710	640	950	900	748	3.8%	3.7%
310919	620ft E of Bridge St	280	300	350	250	250	340	480	360	360	350	422	4.4%	4.2%
310017	E/B off-ramp of the Garson Intch 'Exit 4'	760	900	1,000	650	700	730	850	720	720	740	702	-0.8%	-0.8%
310021	W/B on-ramp of the Garson Intch 'Exit 4'	1,100	1,500	1,100	800	1,100	1,300	1,300	1,200	1,400	1,150	1,344	0.7%	2.0%
310020	W/B off-ramp of the Garson Intch 'Exit 4'	2,800	2,700	3,100	2,500	3,000	2,700	2,600	1,900	1,900	2,100	2,672	-0.2%	-0.5%
310018	E/B on-ramp of the Garson Intch 'Exit 4'	2,300	2,400	2,700	2,100	2,300	2,300	2,300	1,450	1,450	2,400	2,420	1.0%	0.5%
311188	250ft N of Boomtown-Garson Rd	750	750	750	750	750	750	860	970	1,350	1,000	1,431	13.8%	6.7%
310023	880ft W of W/B off-ramp of the E Verdi Intch 'Exit 5'	3,400	3,300	3,500	3,500	3,400	3,500	4,800	4,250	4,000	3,900	4,396	4.7%	2.6%
310022	W/B off-ramp of the E Verdi Intch 'Exit 5'	2,400	2,400	2,700	2,800	3,100	3,400	3,900	3,750	2,650	2,550	3,851	2.5%	4.8%
310024	E/B on-ramp of the E Verdi Intch 'Exit 5'	2,500	2,500	2,800	2,900	2,900	3,400	3,700	3,700	3,750	3,900	3,920	2.9%	4.6%
310671	Btwn the East Verdi Intch 'Exit 5' & the Mogul Intch 'Exit 7'	29,000	32,000	32,500	38,000	44,000	45,000	46,000	46,000	46,000	44,000	46,320	0.6%	4.8%
	Summation of the Area	140,580	142,840	143,330	151,470	163,500	174,520	178,182	178,050	177,560	173,580	183,240	1.0%	2.7%
ATR														

Table 2.

Segment	2020			2050			Growth (2020-2050)	Annual Growth	Avg. Growth By Corridor
	Eastbound	Westbound	Total	Eastbound	Westbound	Total			
I-80 Between NV/CA Stateline to W. Verdi I/C	18,180	16,864	35,044	24,760	23,263	48,023	37%	1.1%	1.3%
I-80 Between W. Verdi I/C to Verdi I/C	19,363	17,660	37,023	24,922	23,302	48,224	30%	0.9%	
I-80 Between Verdi I/C to Garson I/C	19,600	17,854	37,454	26,804	24,634	51,438	37%	1.1%	
I-80 Between E. Verdi I/C to Mogul I/C	24,721	21,667	46,388	44,955	40,210	85,165	84%	2.0%	
SR-425 (3rd St) Between E. Verdi I/C to Waterville			3,920			7,203	84%	2.0%	2.2%
SR-425 (3rd St) Between Waterville to Hansen			2,077			3,909	88%	2.1%	
SR-425 (3rd St) Between Hansen to W. Verdi I/C			464			931	101%	2.3%	

Heavy vehicle/truck traffic was estimated using the 2020 NDOT Vehicle Classification Distribution Report on I-80, shown in **Table 3**. Approximately 22% of traffic on I-80 is heavy vehicle/truck traffic.

Table 3. Heavy Vehicle/Truck Percentage

Segment Description			AADT	Trucks		Total Trucks	Total Truck Percent
Route	From	To		Light	Heavy		
I-80	NV/CA Stateline	Garson Rd	32,567	2,151	5,160	7,311	22.4%

Table 4 shows the forecasted 2050 AM and PM peak-hour traffic volumes along with the LOS for each segment. The 2020 peak-hour traffic volumes were applied with the corridor growth rate to calculate the 2050 traffic volumes. All segments will have enough capacity in 2050 to meet the desired LOS D or better. I-80 eastbound between Verdi and Mogul interchange would be the only segment that would be approaching the capacity (and only during PM).

Table 4. 2050 Traffic Forecast and Level of Service

Segment	2020				2050				Annual Growth Rate by Corridor
	Eastbound		Westbound		Eastbound		Westbound		
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak	
I-80 Between NV/CA Stateline to W. Verdi I/C	1,057	1,812	1,198	992	1,652	2,832	1,873	1,551	1.5%
I-80 Between W. Verdi I/C to Verdi I/C	1,095	1,710	1,302	1,112	1,712	2,673	2,035	1,738	
I-80 Between Verdi I/C to Garson I/C	1,225	1,982	1,468	1,331	1,915	3,098	2,295	2,080	
I-80 Between E. Verdi I/C to Mogol I/C	1,471	2,380	1,709	1,619	2,299	3,720	2,671	2,531	
SR-425 (3rd St) Between E. Verdi I/C to Watervill	-----		400	505	-----		839	1,059	2.5%
SR-425 (3rd St) Between Waterville to Hansen	102	126	99	96	214	264	208	201	
SR-425 (3rd St) Between Hansen to W. Verdi I/C	81	116	90	81	170	243	189	170	
Freeway capacity is approaching LOS D/E.									
24 hour volumes only breakdown by roadway and not by direction									

From the RTC Washoe TransCAD models, the Boomtown Garson Road structure over I-80 has an ADT of 6,236 (2040) and 13,679 (2050) in the County’s Regional Transportation Plan (RTP) and 17,656 (2050) in the updated RTP model that includes the build-out of all Verdi developments. Due to the half-cloverleaf interchange, the directional split between the north and southbound was 15/85 (*Wood Rogers, November 2020, I-80/Garson Rd. Interchange Traffic Report*). The roadway capacity was determined using the Highway Capacity Manual (6th Edition) methodology by multiplying the ADT by a factor of 1.7. The calculated ADT for the RTP 2040 was 10,600, and in 2050 was 23,300. The calculated ADT for the updated model 2050 was 30,015. From Exhibit 16-16 (HCM 6th Edition), the LOS E for a two-lane street had an approximate ADT of 18,000. Based on the linear growth, the ADT will reach the LOS E threshold between 2045-2046 for the 2050 RTP and between 2043-2044 if all the Verdi developments are fully built, as shown in **Table 5**. It is recommended the Garson structure be widened prior to 2044.

Table 5. Anticipated Garson Road Structure Improvements

	ADT	15/85 Split Factor (ADT)	Year ADT Reaches ~18,000
2040 Washoe County RTP	6,236	10,601	-
2050 Washoe County RTP	13,679	23,254	2045-2046
2050 with all Developments in Verdi are Fully Built	17,656	30,015	2043-2044

Verdi Road between Bridge Street and Cabela Drive is classified as a minor collector per NDOT Roadway Functional Classification with an AADT range of 420 vehicles per day (vpd) in 2021 near Bridge Street to 1,450 vpd near Cabela Drive. The traffic in this area had the fastest growth within the last five to ten years, ranging between 50% to 100%, and more developments are coming. It is recommended that this stretch of Verdi Road be improved and widened to accommodate future traffic demand.

2.2 SAFETY ANALYSIS MEMO



PREPARED BY:



An Employee Owned Company

CA Group, Inc

Parametrix

To: RTC Washoe County
Date: June 1, 2023
From: CA Group

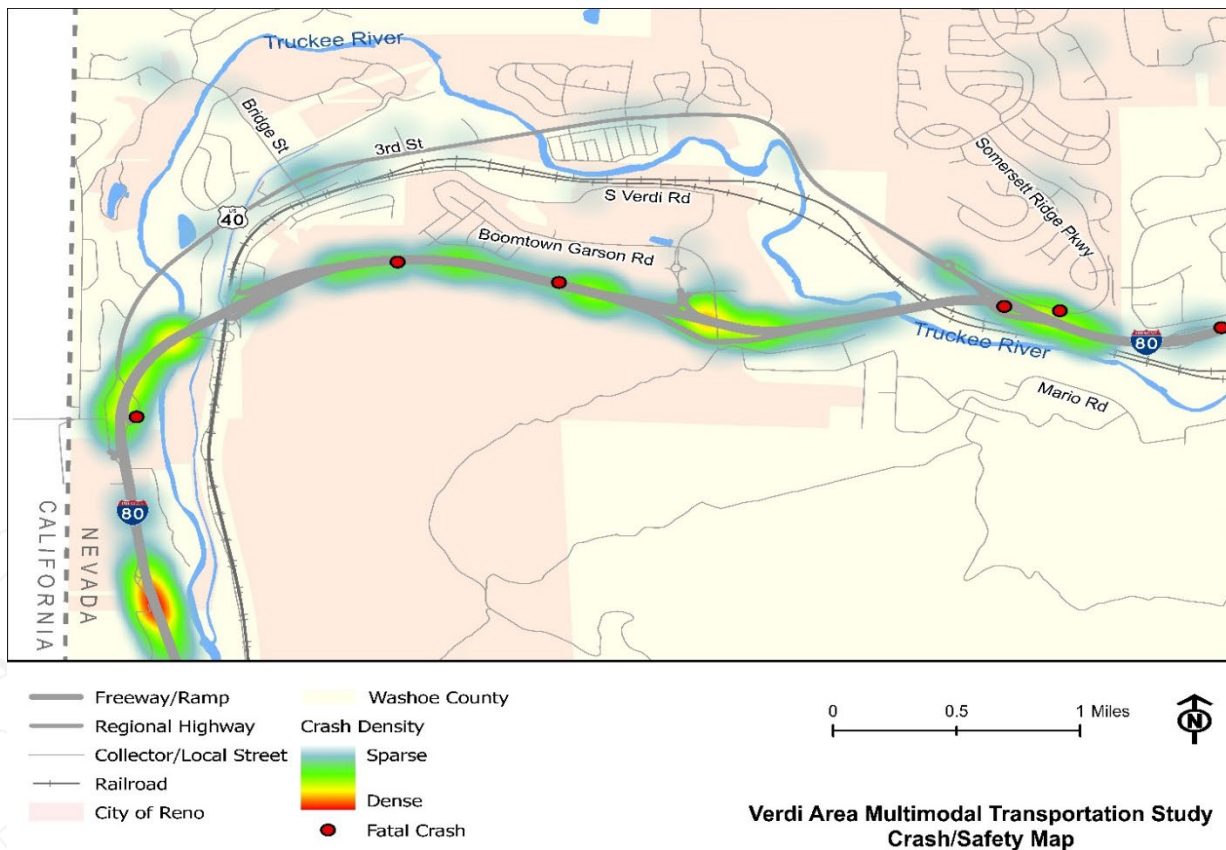
Subject: Verdi Area Multimodal Study Safety Analysis Memo

1.0 Safety Analysis

1.1 Existing Crash Analysis

The study team obtained crash data from NDOT for the study area from January 1, 2015, to January 1, 2020. The Verdi study area crash analysis was performed on the crash data supplied and included all crashes within the study area. Of these crashes most were along the I-80 corridor. **Figure 1** below shows the crash density within the limits of the Verdi study area.

Figure 1



During the crash analysis the following was noted:

- 86% of the crashes were along the I-80 corridor from the Stateline to milepost 7
 - 45% in the eastbound (EB) direction
 - 41% in the westbound (WB) direction
- 14% of the crashes were found off the I-80 corridor
 - 6% were found along SR 425
 - 8% were found on local roadways

- 63% of the crashes were non-collision crashes
 - 61% of the crashes, on I-80 in the EB direction, were non-collision crashes
 - 64% of the crashes, on I-80 in the WB direction, were non-collision crashes
 - 67% of the crashes, off the I-80 corridor, were non-collision crashes
- 73% of the crashes found that the vehicle one driver factor was apparently normal
 - 76% of the crashes, on I-80 in the EB direction, found the vehicle one driver factor was apparently normal
 - 76% of the crashes, on I-80 in the WB direction, found the vehicle one driver factor was apparently normal
 - 52% of the crashes, off the I-80 corridor, found the vehicle one driver factor was apparently normal
- 6% of the crashes found that the vehicle one driver factor had been drinking
 - 6% of the crashes, on I-80 in the EB direction, found the vehicle one driver factor had been drinking
 - 6% of the crashes, on I-80 in the WB direction, found the vehicle one driver factor had been drinking
 - 15% of the crashes, off the I-80 corridor, found the vehicle one driver factor had been drinking

Of the crashes found on the local roadways there were three intersections that had three or more crashes:

1. SR 425 @ Somersett Ridge Parkway – Six crashes: four non-collision crashes, one sideswipe same direction, and one rear-end.
2. I-80/County Road 115 @ Boomtown Garson Road – Three crashes: all angle crashes.
3. Gold Ranch Road at Trelease Lane – Three crashes: one angle crash, two non-collision crashes, (one included a pedestrian [run off road crash to avoid pedestrian]).

There were also 27 crashes involving deer. Of these crashes, nine were along I-80 in the EB direction, 13 were along I-80 in the WB direction, and five were located along SR 425. The crashes involving deer were distributed along the I-80 corridor, as shown below in **Table 1**.

Table 1. Verdi Study Area Deer Crashes

	MP0-MP1	MP1-MP2	MP2-MP3	MP3-MP4	MP4-MP5	MP5-MP6	Total
I 80 - EB	1	0	4	3	1	0	9
I 80 - WB	2	1	4	1	3	2	13

In the five-year study period (from January 1, 2015 to January 1, 2020), the Verdi study area had a total of 346 crashes. Of these crashes, there were six fatal crashes with seven fatalities, four serious injury crashes with 13 serious injuries, and 84 injury crashes with 123 injuries. The predominant crash types, descending by the number of crashes are non-collision crashes (218), sideswipe same direction crashes (42), rear-end crashes (40), angle crashes (30), and head-on crashes (7). **Table 2** supplies the study area crash analysis and a further breakdown of these crashes.

Table 2. Verdi Study Area Crash Analysis

Overall Crashes	<ul style="list-style-type: none"> • 346 total crashes <ul style="list-style-type: none"> ➢ 6 fatal crashes with 7 fatalities ➢ 4 disabling injuries with 13 disabling injuries ➢ 84 injury crashes with 123 injuries
Predominant Crash Types	<ul style="list-style-type: none"> • 218 non-collision crashes – 63% <ul style="list-style-type: none"> ➢ 3 fatal crashes with 3 fatalities ➢ 1 including a pedestrian – improper crossing • 42 sideswipe same direction crashes – 12% • 40 rear-end crashes – 12% • 30 angle crashes – 9% • 7 head-on crashes – 2% <ul style="list-style-type: none"> ➢ 3 fatal crashes with 4 fatalities
Pedestrian Crashes	<ul style="list-style-type: none"> • 3 crashes involving pedestrians
Bicycle Crashes	<ul style="list-style-type: none"> • 1 crash involving bicycles
Motorcycle Crashes	<ul style="list-style-type: none"> • 4 motorcycle crashes <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities
Animal Crashes	<ul style="list-style-type: none"> • 27 crashes involving deer • 2 crashes involving cattle • 2 crashes involving dogs/coyotes • 1 crash involving a bear
Weather Conditions	<ul style="list-style-type: none"> • 183 clear – 53% <ul style="list-style-type: none"> ➢ 6 fatal crashes with 7 fatalities • 68 cloudy – 20% • 32 rain – 9% • 30 snow – 9% • 14 blowing snow – 14% • 11 unknown – 3% • 8 fog, smog, smoke – 2%
Lighting Conditions	<ul style="list-style-type: none"> • 181 daylight – 52% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 79 dark-no lighting – 23% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 34 dark-spot lighting – 10% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities • 28 unknown – 8% • 8 dark-continuous lighting – 2% <ul style="list-style-type: none"> ➢ 1 fatal crash with 2 fatalities • 8 dawn – 2% • 4 dusk – 1% • 4 dark-unknown lighting – 1% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality

In the five-year study period (from January 1, 2015 to January 1, 2020), the I-80 EB direction of the Verdi study area had a total of 157 crashes within the study area. Of these crashes, there were two fatal crashes with three fatalities, two serious injury crashes with nine serious injuries, and 38 injury crashes with 61 injuries. The predominant crash types, descending by the number of crashes are non-collision crashes (96), sideswipe same direction crashes (26), rear-end crashes (18), angle crashes (11), and head-on crashes (4). **Table 3** supplies the study area crash analysis and a further breakdown of these crashes.

In the five year study period (from January 1, 2015 to January 1, 2020), the I-80 WB direction of the Verdi study area had a total of 141 crashes within the study area. Of these crashes, there were two fatal crashes with two fatalities, one serious injury crash with two serious injuries, and 32 injury crashes with 45 injuries. The predominant crash types, descending by the number of crashes are non-collision crashes (90), rear-end crashes (18), sideswipe same direction crashes (15), angle crashes (12), and head-on crashes (1). **Table 3** supplies the study area crash analysis and a further breakdown of these crashes.

Table 3. I-80 Verdi Study Area Crash Analysis

Location	I-80 Eastbound Direction	I-80 Westbound Direction
Overall Crashes	<ul style="list-style-type: none"> • 157 total crashes <ul style="list-style-type: none"> ➢ 2 fatal crashes with 3 fatalities ➢ 2 disabling injuries with 9 disabling injuries ➢ 38 injury crashes with 61 injuries 	<ul style="list-style-type: none"> • 141 total crashes <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities ➢ 1 disabling injuries with 2 disabling injuries ➢ 32 injury crashes with 45 injuries
Predominant Crash Types	<ul style="list-style-type: none"> • 96 non-collision crashes – 61% • 26 sideswipe same direction crashes – 17% • 18 rear-end crashes – 11% • 11 angle crashes – 7% • 4 head-on crashes – 3% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 3 fatalities 	<ul style="list-style-type: none"> • 90 non-collision crashes – 64% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities ➢ 1 involving a pedestrian, improper crossing • 18 rear-end crashes – 13% • 15 sideswipe same direction crashes – 11% • 12 angle crashes – 9% • 1 head-on crashes – 1%
Pedestrian Crashes		<ul style="list-style-type: none"> • 1 crash involving pedestrians
Motorcycle Crashes		<ul style="list-style-type: none"> • 2 motorcycle crashes
Animal Crashes	<ul style="list-style-type: none"> • 9 crashes involving deer • 2 crashes involving cattle 	<ul style="list-style-type: none"> • 13 crashes involving deer • 1 crash involving a dog/coyote
Weather Conditions	<ul style="list-style-type: none"> • 88 clear – 56% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 3 fatalities • 31 cloudy – 20% • 13 rain – 8% • 12 snow – 8% • 6 blowing snow – 4% • 5 fog, smog, smoke – 3% • 2 unknown – 1% 	<ul style="list-style-type: none"> • 68 clear – 48% <ul style="list-style-type: none"> ➢ 2 fatal crashes with 2 fatalities • 27 cloudy – 19% • 18 rain – 13% • 13 snow – 9% • 7 blowing snow – 5% • 5 unknown – 4% • 3 fog, smog, smoke – 2%
Lighting Conditions	<ul style="list-style-type: none"> • 82 daylight – 52% • 32 dark-no lighting – 20% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 16 dark-spot lighting -10% • 11 unknown – 7% • 8 dark-continuous lighting – 5% <ul style="list-style-type: none"> ➢ 1 fatal crash with 2 fatalities • 3 dawn – 2% • 3 dark-unknown lighting – 2% • 2 dusk – 1% 	<ul style="list-style-type: none"> • 77 daylight – 55% • 35 dark-no lighting – 25% • 15 dark-spot lighting – 11% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality • 10 unknown – 7% • 3 dawn – 2% • 1 dark-unknown lighting – 1% <ul style="list-style-type: none"> ➢ 1 fatal crash with 1 fatality

2.3 PUBLIC COMMENT SUMMARY



PREPARED BY:



An Employee Owned Company

CA Group, Inc

Parametrix





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Bill Thomas, AICP, Executive Director

SUBJECT: RTC Strategic Roadmap for FY 2024

RECOMMENDED ACTION

Acknowledge receipt of the RTC Strategic Roadmap for FY 2024 and provide input and direction regarding next steps.

BACKGROUND AND DISCUSSION

At the Board's workshop in March 2023, the Board discussed the Strategic Goals:

- (1) Re-Build Public Transportation
- (2) Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs
- (3) Improve Our Community's Network Experience
- (4) Financial and Organizational Stewardship

The attached document outlines workplans for staff to successfully accomplish the Board direction received to update these goals for FY 2024. These workplans include detailed outcomes, champions, approaches, objectives, and measures of success for all goals. Staff will return to the Board for additional policy decisions or with finalized reports.

Erica Olsen of OnStrategy will present the updates that have been made to the roadmap in order to receive direction from the Board.

FISCAL IMPACT

Funding for this item is included in the approved FY 2024 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

6/17/2022 Acknowledged receipt of the RTC Strategic Roadmap for FY 2023.



VISION BOARD FOR OUR COMMUNITY NETWORK EXPERIENCE

As of March 2023 Board Retreat

What we value in our community network experience...

Transit

Planning for the future growth of our community. Reaching & serving diverse populations.



Bike Network

Connected bike network, with connected downtowns. Dedicated bike funding.

River & Downtown Connection

Downtown planning designed for walking, biking, and cars. Connecting both downtowns.



Connected Network

Maintain the system to achieve 20-30 min network.



Safety

Safe school zones, safe pedestrian walkways, and equal access for ADA communities.

Sustainable Maintenance

Sustainable approach to maintenance.

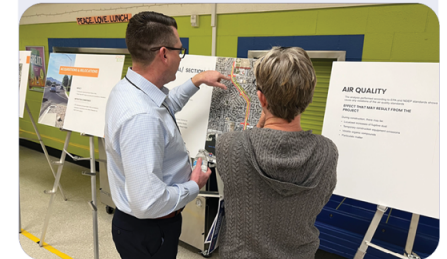


Communication & Collaboration

Increased community collaboration, outreach, and inclusivity of LatinX population.

Broad, Long-Term Planning

Stop being reactive and start being proactive. Less "prioritizing the squeaky wheel."





STRATEGIC ROADMAP FOR FY24

Strategic Plan Summary as of March 2023

OUR MISSION

Building a better community through quality transportation.



STATEMENT OF CULTURE

TRUST

Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

RESPECT

Respect is demonstrated through our work as subject matter experts, by actively listening and effectively communicating with others, and interacting ethically.

COMMITMENT

Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

STRATEGIC GOALS

#1 Valued Public Transportation

Inclusive: Enhance mobility for all residents of Washoe County.

Focused: Ensure that service is safe, reliable, comfortable, and customer focused.

Efficient: Deliver service cost-effectively.

Sustainable: Promote transit service as part of a sustainable future in Washoe County.

#2 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

NDOT Partnership: Strengthen our partnership with NDOT through funding agreements and shared strategic priorities.

Fair & Equitable Project Delivery: Establish a common agreement among the regional partners of the core elements of RTC projects.

Regional Approach to Traffic Management: Reduce traffic delays, support transportation needs, and increase efficiencies through active regional traffic management.

#3 Improve Our Community's Network Experience

RTP Process: Engage the community and partners to re-envision the regional network experience through a streamlined, data-based Regional Transportation Plan update.

Regional Transportation Network: Better define the regional transportation network.

Regional Unfunded Needs Analysis: Conduct an unfunded needs analysis (including maintenance) with our regional partners and NDOT.

Public Engagement: Evolve our public engagement process with outreach that is robust, early, and context sensitive.

#4 Financial and Organizational Stewardship

One Year Planning: Achieve annual budget adherence within 5% (Capital).

Five Year Planning: Reach an Ending Fund Balance of two years of debt and one year of operating expenses through more thoughtful budgeting of capital projects.

Long-Range Planning: Expand the use of the long-range financial plan.

Fuel Tax: Actively work with state and regional partners to replace funding source.



RTC Strategic Roadmap for FY24

As of June 2023

Mission and Culture

Mission Statement

Building a better community through quality transportation.

Statement of Culture

The Regional Transportation Commission of Washoe County is committed to a culture that exhibits respect, trust, and commitment in our work and interactions between employees and with the public, businesses, regional partners, and other agencies.

RESPECT

Respect requires understanding and appreciating the expertise and contributions of others and interacting with others in a way that reflects that understanding and appreciation. Respect is demonstrated through our work as subject matter experts, by actively listening and effectively communicating with others, and interacting ethically.

TRUST

Trust requires giving others the benefit of the doubt with regard to their motives and character and by giving others the opportunity to express their beliefs and be accountable for their actions. Trust is shown through accountability in our tasks, acting with integrity, and being responsive to stakeholders.

COMMITMENT

Commitment requires embracing individual responsibility for achieving team goals and taking the action that is necessary to follow through on that responsibility and achieve those goals. Commitment is illustrated by exceeding expectations, being collaborative, and keeping public service at the forefront of our actions.

Strategic Goals

#1**VALUED PUBLIC TRANSPORTATION**

Expand access and reach for all transit riders.

#2**ENHANCE RTC'S ROLE IN ANTICIPATING AND MEETING FUTURE TRANSPORTATION NEEDS**

Successfully continue delivering high-impact projects.

#3**IMPROVE OUR COMMUNITY'S NETWORK EXPERIENCE**

Focus on transportation decision-making, development impacts, and the future of our community.

#4**FINANCIAL AND ORGANIZATIONAL STEWARDSHIP**

Proactively plan for future funding needs.



Goal #1

Valued Public Transportation

Expand access and reach for all transit riders.

Why? Provide access to everyone who needs and wants public transportation through a suite of options to meet current ridership and deliver additional opportunities to serve more of our residents.

Champion: Director of Public Transportation

Detailed Plan: TOPS

OUR APPROACH

Equitable and Accessible Ridership: We will grow RTC ridership in a manner which improves equity and ensures that passengers retain access to RTC's services balancing between unique circumstances and available resources.

Reliable and Safe Service: We continuously improve the quality of RTC public transit to deliver safe, reliable, and friendly transit service.

Service Innovation: We will emphasize innovation in our services to improve RTC public transit and the customer experience.

Financial Sustainability: We will maximize the use of available resources to provide the optimum balance of ridership increases and geographic coverage.

OUTCOMES

#1 Inclusive: Enhance mobility for all residents of Washoe County.

#2 Focused: Ensure that service is safe, reliable, comfortable, and customer focused.

#3 Efficient: Deliver service cost-effectively.

#4 Sustainable: Promote transit service as part of a sustainable future in Washoe County.

MEASURES OF SUCCESS

Increases in passenger miles, jobs accessible with transit, and population with transit

Passengers per service hour

On-time performance

% of service met/scheduled

Goal #2

Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

Successfully continue delivering high-impact projects.

Why? Clarify and strengthen regional relationships and responsibilities for leadership and collaboration.

Champion: Director of Engineering

Detailed Plan: Street & Highway Policy
ITS Master Plan

OUR APPROACH

Evaluate the landscape of transportation decision-making across our region and look at opportunities to align it better to serve the needs of the community.

Focus on opportunities to enhance RTC's ability to facilitate more proactive and regional analysis of anticipated growth and changed conditions, and the resulting transportation needs, through collaboration and coordination with regional partners.

Opportunities may exist in the various state, regional, and local transportation, and community planning processes, as well as land development review and approval processes.

OUTCOMES

#1 NDOT Partnership: Strengthen our partnership with NDOT through funding agreements and shared strategic priorities to improved shared roads and take collective responsibility for the regional network.

#2 Fair and Equitable Project Delivery: Establish a common agreement among the regional partners of the core elements of RTC projects. (Updated Streets & Highway Policy)

#3 Regional Approach to Traffic Management: Reduce traffic delays, support transportation needs, and increase efficiencies through active regional traffic management.

MEASURES OF SUCCESS

Projects on
NDOT facilities

Scope changes after
preliminary design by
jurisdiction

% of signals connected to
high-speed fiber

Goal #3

Improve Our Community's Network Experience

Focus on transportation decision-making, development impacts, and the future of our community.

Why? Support investment in a diversified network to integrate mode choice in the urban area through the RTP process.

Champion: Director of Planning

Detailed Plan: RTP

OUR APPROACH

Safe and Healthy Communities: We understand that community safety and health are closely tied to transportation infrastructure in many ways.

Economic Prosperity, Equity, and Innovation: We will invest in transportation infrastructure that can position Washoe County for sustained economic prosperity for every Washoe County resident.

Sustainability and Climate Action: We will advance the important role of transportation in environmental, economic, and social sustainability in Washoe County.

Travel Choices: We will provide local residents with a variety of mobility options to increase the quality of life and daily convenience of getting to work, school, and recreational activities.

OUTCOMES

#1 RTP Process: Engage the community and partners to re-envision the regional network experience through a streamlined, data-based Regional Transportation Plan update.

#2 Regional Transportation Network: Better define the regional transportation network.

#3 Regional Unfunded Needs Analysis: Conduct an unfunded needs analysis (including maintenance) with our regional partners and NDOT.

#4 Public Engagement: Evolve our public engagement process with outreach that is robust, early, and context sensitive.

MEASURES OF SUCCESS

Number of projects under construction within RTP timeframe

Number of public engagement interactions

Average commute time (in McCarran)

Average commute time (outside McCarran)

Goal #4

Financial and Organizational Stewardship

Proactively plan for future funding needs.

Why? Improved decision-making through accessible, digestible, and transparent financial planning available to internal and external stakeholders.

Champion: Director of Finance

Detailed Plan: Budget for FY24+

OUR APPROACH

Make conscious decisions about funding with an understanding of the impacts to all stakeholders.

Take a proactive approach to addressing future impacts such as fuel tax, inflation, and changes to commuting behaviors.

Agency-wide commitment to aligning our financial planning tools, our programming documents, and strategic direction.

Proactively assessing and analyzing timing for the upcoming, large scale regional projects.

OUTCOMES

#1 One Year Planning: Achieve annual budget adherence within 5% (Capital). (Annual Budget)

#2 Five Year Planning: Reach an Ending Fund Balance of two years of debt and one year of operating expenses through more thoughtful budgeting of capital projects. (5-Year Fund Map, RTIP)

#3 Long-Range Planning: Expand the use of the long-range financial plan to be used as a decision-making tool for the agency. (10-year Financial Plan, CIP)

#4 Fuel Tax: Actively work with state and regional partners to replace funding source.

MEASURES OF SUCCESS

Annual budget adherence
within 5%
(Capital)

Funding available to deliver
scheduled projects coming within 5%
of estimate
(Capital)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 6.4.

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

SUBJECT: RTC Goals (FY 2024)

RECOMMENDED ACTION

Approve the RTC Goals for Fiscal Year (FY) 2024 (July 1, 2023 to June 30, 2024).

BACKGROUND AND DISCUSSION

The attached draft goals for the Agency for Fiscal Year (FY) 2024 have been developed based on the updated RTC Strategic Roadmap, March 2023 Board Retreat, and FY 2024 budget process. The RTC Board of Commissioners adopted a pay-for-performance (PFP) policy in FY 2013 that increased Board involvement and agency transparency with respect to the performance of agency goals. In accordance with RTC's Personnel Rules, the Board sets performance goals for the Agency. Each year, the Board is asked to approve goals for the agency at or near the beginning of each fiscal year. The attached draft goals are aligned with the RTC's Strategic Roadmap and reflect the Board's priorities for the Agency. They are also measurable and achievable, and they are aligned with the Agency's resources.

FISCAL IMPACT

Funding for this item is included in the approved FY 2024 budget and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

6/17/2022 Approved the RTC Goals for FY 2023.



FY 2024 RTC GOALS

Engineering

- 1) Begin Design:
 - a. Lemmon Drive Segment 2 Traffic Improvements and Resiliency
 - b. Military Road Capacity Project
 - c. Pembroke Drive Capacity & Safety
 - d. Sun Valley Boulevard Improvements
- 2) Begin Project Construction:
 - a. 2024 Pavement Preservation Program
 - b. S Virginia Street & I580 Exit 29 Capacity & Safety
 - c. Steamboat Parkway Improvement & South Meadows Traffic Enhancements
- 3) Complete Project Construction:
 - a. 2023 Pavement Preservation Program
 - b. 4th Street & Woodland Avenue Roundabout
 - c. Arrowcreek Parkway Rehabilitation
 - d. Oddie / Wells Corridor Multi-Modal Improvements
 - e. Sky Vista Parkway Widening & Rehabilitation
- 4) Execute a Memorandum of Understanding with the Nevada Department of Transportation, City of Reno, City of Sparks, and Washoe County to begin implementation of ITS Strategic Master Plan to operate the regional traffic signal system as a whole.
- 5) Following adoption by RTC Board, implement the Street & Highway Policy, including detailed project timeframes for stakeholder information.
- 6) Identify and begin design on Reno Downtown Micromode project(s).

Planning

- 7) Initiate:
 - a. Regional Freight Plan
 - b. Regional Travel Characteristics Study
- 8) Complete:
 - a. South Virginia Street Transit Oriented Development (TOD) Study
 - b. Active Transportation Plan
- 9) Complete a workplan for RTP update with tasks and milestones, including scenarios, alternative outcomes, and public engagement.
- 10) Complete the Predictive Safety Tool to improve decision-making for the TE Spot Program.
- 11) Complete upcoming MPO certification with FHWA.
- 12) Update and modernize RTC website.

FY 2024 RTC GOALS

Public Transportation & Operations

- 13) Complete implementation of hydrogen fueling infrastructure.
- 14) Expand south Reno transit improvements (RIDE and FlexRIDE).
- 15) Identify and implement methods to enhance contractor-employee morale.
- 16) Implement the TOPS Marketing & Communications Plan, with a focus on the “Spanish-First” Campaign highlighted in the Plan.
- 17) Increase population with transit services, jobs accessible with transit services, and passenger miles.

Executive

- 18) Actively work with state and regional partners to replace fuel tax funding source.
- 19) Analyze local and regional maintenance needs and potential solutions via maintenance study.
- 20) Better align anticipated budget expenditures to street & highway project timelines.
- 21) Complete Climate Study of the Agency as a whole.
- 22) Lead a multi-county effort to define transportation future related to Washoe County, Tahoe-Reno Industrial Center, and Fernley.
- 23) Make annual report to three local governments - Reno, Sparks, and Washoe County.
- 24) Update Personnel Rules and Board By-laws, including a documented process for Executive Director annual review.
- 25) Work with regional partners to define a program to solicit federal earmarks for local street improvements/preservation.
- 26) Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 7.1.

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: Executive Director Report

RECOMMENDED ACTION

Monthly verbal update/messages from RTC Executive Director Bill Thomas - No action will be taken.

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: 6/16/2023

Agenda Item: 7.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report

RECOMMENDED ACTION

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - No action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



601 Pennsylvania Avenue NW, Suite 900, Washington, DC 20004 (202) 434-8266 cardinalinfrastructure.com
2000 Duke Street, Alexandria, VA 22315

Monthly Federal Update for Regional Transportation Commission of Washoe County

Prepared by Cardinal Infrastructure

Prepared June 8, 2023

Congressional Update

The Senate has voted in favor of the debt limit bill and it is now awaiting President Biden's signature. The measure passed with 63 Yea's and 36 Nays.

This bill did not claw back any transit or local government funding. It will claw back Surface Transportation Block Grant (aka Highway Improvement Program) funds allocated by the Coronavirus Response and Relief Supplemental Appropriations Act. The agreement will mean less funding for FY24 appropriations bills. Cuts between 1% and flatline are expected.

There is a \$16B hole in the Transportation Housing and Urban Development budget from the housing side. Higher rents and less mortgages mean less federal revenue to offset their spending. While the topline numbers and defense/non-defense ratio will be set by the debt ceiling bill, it is to be determined where spending cuts come from, and the House will begin marking up bills as soon as next week. The THUD package is expected with the second tranche of appropriations bills in mid-June. At that point, we will have a better understanding of the topline numbers for each account and which programs have support from the House Majority.

The bill suspends the debt limit through January 1, 2025, establishes discretionary spending limits, rescinds \$28 billion in unobligated funds made available by CARES, CRRSA, and ARP (does not touch local government or transit relief funds), terminates the suspension of student loan payments, adds work requirements to the Temporary Assistance to Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP), expedites approval of the Mountain Valley natural gas pipeline in West Virginia, and includes mild permitting reforms by amending NEPA to narrow agency considerations, setting more reasonable page limits for environmental documents, time limits of 1 and 2 years for environmental assessments and environmental impact statements, respectively, a right of action to project applicants if those statutory deadlines are not met by federal agencies, and codifies elements of the One Federal Decision framework.

Buses and Bus Facilities Grant Program

The FTA will make grant award announcements in June for the LowNo and BBF grant program in June. The statutory deadline is June 27th and FTA has been working overtime to get all the reviews processed. The grant applications are now on to the final stage of review, which is the political review by executives at DOT and FTA.

Environmental Justice

USDOT is encouraging the use of their newly released Equitable Transportation Community (ETC) Explorer and accompanying [Story Map](#) to support the agency's implementation of the Justice40 initiative. The Justice40 initiative, created by the Biden-Harris Administration, is a key component of USDOT's application review and project selection process. Successful applicants often earn a "Highly Recommended" rating under that criteria, and some programs have a statutory obligation to allocate a percentage of funds to these identified areas.

The ETC tool, along with the [CESJT](#) and [AoPP](#) can be cited when applying for Federal grants.

Covid-19 Emergency Officially Ends

With FEMA and the White House's announcement that the COVID-19 emergency declaration is over, FTA has issued a [Dear Colleague Letter](#) (along with [newly updated FAQs](#)) to all grant recipients informing them that they are no longer able to use 5307 and 5311 funding at a 100% federal share for capital expenditures directly attributable to COVID-19 response.

This change does not impact any obligated or unobligated Coronavirus Aid, Relief, and Economic Security Act, Coronavirus Response Relief and Supplemental Appropriations Act, or American Rescue Plan Act funding your agency may have received.

USDOT Updates

USDOT published a preview copy of the [Urban Electric Mobility Toolkit](#), which serves as a one-stop resource to help urban communities scope, plan, and identify ways to fund electric vehicle (EV) charging infrastructure, supporting diverse forms of electric mobility including travel by personal vehicle, transit, micromobility, and ride-sharing services.

The Federal Highway Administration published a collection of [technical assistance resources](#) available from various entities or programs to support disadvantaged communities, biking, multiuse paths, and active transportation.

The Federal Transit Administration launched a [Community Organization Webinar Series](#) that presents an overview of FTA programs, oversight, and technical assistance resources available for community-based organizations.

Grants

RTC Washoe is actively working on an application for the Safe Streets and Roads for All (SS4A) grant program to make improvements to 6th Street in Reno. SS4A is a popular grant program within DOT that focuses on funding projects in cities with high-injury networks. The money is intended to redesign those high-injury networks and create safer environments for pedestrians, cyclists, transit users, and drivers. Roundabouts, traffic signal priority, lane closures, curb and sidewalk bump-outs, protected bike lanes, vehicle turn lanes, and ADA sidewalk upgrades are all examples of eligible expenses under the SS4A program.

RTC is pursuing an implementation grant, which would allow them to move forward on construction for projects that have completed the design and engineering phase.

The Federal Highway Administration has made the PROTECT discretionary grant open for applications. We are currently waiting to hear about RAISE award announcements (statutory deadline is June 28) which RTC applied for to fund Lemmon Drive. The Lemmon Drive project fits within the scope of both grants, and if it receives a RAISE award, RTC will evaluate other options and resources available to pursue PROTECT.

There is also a formula program within PROTECT. The State of Nevada (NDOT) will receive approximately \$65,006,334 between FY22 and FY26. A State may transfer up to 50% of PROTECT Formula funds made available each fiscal year to any other apportionment of the State, including the National Highway Performance Program, Surface Transportation Block Grant Program, Highway Safety Improvement Program, Congestion Mitigation and Air Quality Improvement Program, National Highway Freight Program, and Carbon Reduction Program.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 6/16/2023

Agenda Item: 7.3.

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

SUBJECT: NDOT Report

RECOMMENDED ACTION

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason - No action will be taken.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.
