

Location:



REGIONAL TRANSPORTATION COMMISSION
1105 Terminal Way, 1st Floor Great Room, Reno, NV
Date/Time: 9:00 A.M. - Friday, February 20, 2026

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 that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to mkraus@rtcwashoe.com prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (2) 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 <https://rtcwashoe.com/news/board-meeting-notes/>. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

1. Call to Order:

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
 - 1.3.1 Winning Bus Art Design-Bus On-site
 - 1.3.2 APWA 2025 POTY Awards
 - 1.3.3 New Keolis General Manager - Taquan Jackson

- 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 meeting minutes for the 01/16/2026 RTC Board meeting. (For Possible Action)

4.2. Reports

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

4.3. Planning Department

- 4.3.1 Approve a contract with Kimley-Horn and Associates, Inc., for planning services to complete the Truckee Meadows Safety Action Plan, in an amount not-to-exceed \$1,499,243.22. (For Possible Action)

4.4. Engineering Department

- 4.4.1 Approve Amendment No. 2 to the Local Public Agency Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Sparks Boulevard Capacity Improvement Project. (For Possible Action)
- 4.4.2 Approve Amendment No. 1 to the Local Public Agency Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Sierra Street Bridge Replacement Project. (For Possible Action)
- 4.4.3 Approve Amendment No. 1 to the Local Public Agency Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Project. (For Possible Action)
- 4.4.4 Approve a contract with Lumos and Associates, Inc., for construction management services associated with the Military Road Capacity and Safety Project, in an amount not-to-exceed \$2,484,950. (For Possible Action)
- 4.4.5 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire property and/or property interests on APN 080-771-13 and 080-831-01 from Stonefield Homeowners Association, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.6 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire property and/or property interests on APN 080-800-001, 080-811-27, 080-812-01 and 568-061-01 from Stonefield II Homeowners Association, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)

- 4.5. Public Transportation/Operations Department
 - 4.5.1 Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on February 4, 2026. (For Possible Action)
 - 4.5.2 Approve an update to the 2026 FTA Title VI Program. (For Possible Action)

5. Public Hearing:

- 5.1. Conduct a public hearing regarding approval of Amendment No. 2 to the FFY 2025-2029 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 2 to the FFY 2025-2029 Regional Transportation Improvement Program (RTIP). (For Possible Action)
 - a. Staff Presentation
 - b. Public Hearing
 - c. Action

6. Discussion Items and Presentations:

- 6.1. Receive a presentation on the status of the Meadowood/Hidden Valley & Sun Valley/Panther Valley Neighborhood Network Plans. (Informational Only)
- 6.2. Receive a presentation and approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation establishing funding commitments and roles and responsibilities for design, construction, and subsequent roadway relinquishment for the Sun Valley Boulevard Corridor Improvements Project. (For Possible Action)
- 6.3. Receive a report on the results of a Market Study on an Electric and Hybrid Vehicle Fee from Michael Hillerby and provide direction; authorize the Executive Director to present the report to the Washoe County Board of County Commissioners and request an advisory ballot question be placed on the November 2026 ballot. (For Possible Action)

7. Reports (Information Only):

- 7.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action 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 or designated NDOT Deputy Director - 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)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 01/16/2026

RECOMMENDED ACTION

Approve the meeting minutes for the 01/16/2026 RTC Board meeting.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

January 16, 2026

PRESENT:

**Alexis Hill, Chair, Washoe County Commissioner
Ed Lawson, Mayor of Sparks
Mariluz Garcia, Washoe County Commissioner
Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Sondra Rosenberg, Deputy Director of NDOT (Alternate)**

ABSENT:

**Devon Reese, Vice Chair, Reno City Council
Hillary Schieve, Mayor of Reno
Tracy Larkin Thomason, 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 Hill. The Board conducted the following business:

Item 1 CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

Item 2 PUBLIC COMMENT

Steve Burlie addressed the Board regarding the Northeast Connector project. Mr. Burlie requested an extension of the public comment period, citing limited public participation due to the timing of the December public meeting and the project's significant potential cost. He expressed opposition to the project based on anticipated neighborhood impacts, funding uncertainty, and broader planning concerns, and requested that public comment be accepted through March.

Gary Troyer spoke in opposition to the Northeast Connector, citing concerns related to cut-through traffic, noise impacts to residential areas, heavy truck traffic, and insufficient mitigation measures. He requested additional time for public comment.

Fred Krueger addressed the Board regarding the Northeast Connector, expressing concerns about project expenditures to date, evaluation of alternatives, impacts to public land, and prior RTC projects that he believes have not fully resolved congestion. He requested an extension of the public comment period.

Joe Mudd spoke regarding the Northeast Connector, expressing conditional support for a connection while raising concerns about preservation of natural and culturally significant areas. He requested an extension of the public comment period.

Sandi Hill and Francis Julien, representatives of Keolis, addressed the Board to express appreciation for the longstanding partnership with RTC and staff. They thanked the Commission for its collaboration and support in delivering fixed-route transit service to the community.

Valencia Ray addressed the Board in opposition to the Northeast Connector, citing concerns related to neighborhood cut-through traffic, air and noise pollution, safety impacts, environmental preservation, and the need for further evaluation of alternative routes. She requested additional time for public comment.

Item 3 APPROVAL OF AGENDA

On motion of Commissioner Lawson to approve, seconded by Commissioner Garcia, which motion unanimously carried, Chair Hill ordered that this item be approved.

Items 4 CONSENT ITEMS

4.1 Minutes

4.1.1 Approve the meeting minutes for the 12/19/2025 RTC Board meeting. (For Possible Action)

4.2. Reports

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

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

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

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

4.2.5 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

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

4.3 Planning Department

4.3.1 Approve the RTC staff recommended appointment of Michael Lansborough to the Citizens Multimodal Advisory Committee (CMAC), with a term through June 2026. (For Possible Action)

4.4 Engineering Department

4.4.1 Approve Amendment No. 1 to the contract with Nichols Consulting Engineers, CHTD, (NCE) for additional design and engineering during construction services for the Biggest Little Bike Network Project, in the amount of \$585,615, for a new total not-to-exceed amount of \$3,084,535. (For Possible Action)

4.4.2 Approve a contract with Construction Materials Engineers, Inc., to perform construction management services related to the West Fourth Street Safety Project, in an amount not-to-exceed \$2,816,481.30. (For Possible Action)

- 4.4.3 Approve Amendment #1 to the contract with Wood Rodgers, Inc., for construction support services by the design engineer for the West Fourth Street Safety Project, in the amount of \$193,665, for a new total not-to-exceed amount of \$1,251,495. (For Possible Action)
- 4.4.4 Acknowledge receipt of information regarding an automatic annual increase of 4.5% to the Regional Road Impact Fees as allowed by NRS 278B.225 and required by ordinances adopted by Washoe County, the City of Reno, and the City of Sparks. (For Possible Action)
- 4.4.5 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, and a temporary construction easement on, portions of APN 550-650-01 from Arroyo Homeowners Association, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.6 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in a portion of APN 550-603-41 from Legacy Pointe Homeowners Association, which is needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.7 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, and six temporary construction easements on, portions of APN 086-390-32 from North Peak Owners NV, LLC, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.8 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement on portions of APN 086-412-02 from Stephen Eto and Margaret Eto, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.9 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire two fee simple interests in portions of APN 552-540-01 and 552-540-02, a permanent utility easement on portions of APN 552-540-01 and 552-540-02, and two temporary construction easement interests on portions of APN 552-540-01 and 552-554-08, from DR Horton INC NNV, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.10 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, two permanent easements on, a relocated public utility easement on, and two temporary construction easements on, portions of APN 568-032-01 from SREIT 10990 Lear, LLC, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)
- 4.4.11 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in, a permanent easement on, a relocated public utility easement on, and a temporary construction easement interest on, portions of APN 568-033-03 from SREIT 10991 Lear, LLC, which are needed to construct the Military Road Capacity & Safety Project. (For Possible Action)

On motion of Commissioner Lawson to approve, seconded by Commissioner Garcia, which motion unanimously carried, Chair Hill ordered that these items be approved.

Item 5 *DISCUSSION ITEMS AND PRESENTATIONS*

5.1 Acknowledge receipt of the 2025 Construction Communications and Outreach presentation. (Informational Only)

Josh McEachran, RTC Public Information Officer, and Paul Nelson, RTC Government Affairs Officer, presented the 2025 Construction Communications and Outreach overview. Mr. McEachran summarized RTC’s construction communications strategy, emphasizing efforts to clearly communicate how projects impact residents, businesses, and the broader community. He outlined outreach tools including project-specific websites, weekly email updates, text alerts for major traffic changes, social media, traditional media, and direct coordination with affected stakeholders.

Mr. McEachran highlighted the role of early coordination by Engineering staff to minimize construction impacts prior to public outreach, including engagement with businesses and property owners to address access, deliveries, and waste collection. He reported that RTC hosted approximately a dozen public meetings in 2025 for projects in various stages of design and construction, including record attendance of approximately 300 participants at the Northeast Connector public meeting. He noted that attendance at outreach events varied widely depending on project scope and neighborhood interest.

Mr. Nelson described RTC’s ongoing engagement with Neighborhood Advisory Boards, Citizens Advisory Boards, homeowner associations, and business groups, noting that more than 50 presentations are delivered annually by RTC staff. He emphasized the importance of two-way communication, allowing staff to respond to community concerns and coordinate with local jurisdictions and NDOT when questions extend beyond RTC’s scope.

The presenters summarized earned media efforts, reporting more than 700 media mentions in 2025, including weekly “Road Ahead” segments and recurring local television interviews. Staff noted that earned media coverage provides significant public value and broad community reach, particularly for residents who rely on traditional news sources. The presentation also highlighted major project milestones completed in 2025, including multiple ribbon cuttings, roadway improvements, and pavement preservation efforts.

Looking ahead, staff outlined continued outreach efforts for upcoming and ongoing projects, including Sparks Boulevard, Mill Street Safety and Capacity, Arlington Avenue Bridges, and the Northeast Connector feasibility study. Mr. Nelson also discussed federal coordination efforts related to project funding and communications with congressional and federal agency partners.

Board Members thanked staff for their outreach efforts and acknowledged the effectiveness of communicating complex technical information in an accessible manner. Commissioners encouraged continued emphasis on community engagement related to the Northeast Connector and future funding discussions. Board Members also highlighted the importance of communicating pavement preservation needs, maintaining traditional media outreach, expanding Spanish-language communications, and continuing proactive engagement within neighborhoods.

Item 6 *REPORTS (Informational Only)*

6.1 RTC Executive Director Report

Bill Thomas, RTC Executive Director, reported on the following items:

- John Ponzo, our I.T. Manager, is retiring after 29 years with RTC. John has played a critical role – not just in this building but also with the technology at Fourth Street Station, Centennial Plaza, on our buses, and our bus stops. He has overseen a lot of transition during his time here. While we’re sad to see him go, we wish him all the best in his well-deserved retirement on February 13th.
- Our new I.T. Manager, Max Day, started on January 5th, to allow some overlap time for John to get him up to speed. Max had been working in the private sector in Colorado for the past four years where he focused on software development and I.T. team management. Prior to that, he worked in I.T. for the Truckee Meadows Water Authority for a decade. We are happy to welcome Max and his family back to northern Nevada.
- The Nevada Legislative Commission recently appointed 13 members to the Regional Rail Advisory Working Group. Their task is to study the feasibility of regional rail throughout the state.
- A public meeting was held on January 14th, at Lincoln Park Elementary School in Sparks for the Prater Way Rehabilitation Project.
- RTC is partnering with Washoe County, Target, and KOLO TV for the annual Stuff-A-Bus Clothing Drive for children in care. The bus will be parked at the Sparks Target from 2 p.m. to 6 p.m. on Friday, January 30th to accept donations.
- Congratulations to Susi Trinidad on her 20th anniversary with RTC. She is an amazing Mobility Services Manager who does a lot of work with our seniors and customers with disabilities. Thank you, Susi, and congratulations on this milestone.
- RTC recently submitted a letter to the U.S. Department of Transportation expressing our concern and opposition to the proposed relaxation of the Corporate Average Fuel Economy (CAFE) standards. As an agency, RTC’s ability to receive federal transportation funding is directly tied to meeting federal air quality standards. From an economic and operational standpoint, any policy changes that make it more difficult to achieve those standards pose a risk to our funding and our ability to serve the community. RTC recognizes that our letter is part of a broader national response, with thousands of similar comments submitted, reflecting widespread concern about the impacts of these changes on air quality and local communities. RTC will continue to monitor this issue and keep the Board informed as it develops.

6.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer, provided an update on federal appropriations, anticipated timelines for transit grant programs, and RTC’s application for a BUILD grant for the Sun Valley Boulevard Corridor project. He also summarized recent infrastructure cost inflation data and its implications for transportation funding.

6.3 NDOT Director Report

Sondra Rosenberg, Deputy Director NDOT, provided updates on the following NDOT activities:

- Holiday and winter storm response with coordination efforts with the local jurisdictions.

- Pyramid Highway upcoming resurfacing work starts in the Spring, which will repave, add new sidewalks and pedestrian signals.
- Upcoming Lane Switches – U.S. 395 in North Valleys will be shifted from outside to inside lanes.
- The launch of Nevada’s updated Strategic Highway Safety Plan.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Mayor Lawson directed staff to extend the public comment period for the Northeast Connector project with a defined end date and requested an additional public meeting to allow for further community input.

Item 8 PUBLIC COMMENT

Carlos Elizondo Reyna addressed the Board regarding conditions at the Fourth Street Station men’s restroom, expressing concerns related to cleanliness, accessibility, and usage by unhoused individuals.

Item 9 ADJOURNMENT

The meeting was adjourned at 9:55 a.m.

ALEXIS HILL, 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: 2/20/2026

Agenda Item: 4.2.1

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
White Fir Street Rehabilitation	February 17, 2026
La Posada Rehabilitation	February 25, 2026

<u>Request for Proposals (RFP)</u>	
Project	Due Date
N/A	

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
Sparks/Ion Traffic Signal	Sierra Nevada Construction	1/8/2026	\$2,365,007
Eagle Canyon Safety and Operations	F.W. Carson Company	1/20/2026	\$2,224,947
Virginia Line BRT	Q&D Construction	2/9/2026	\$15,231,000

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
Villanova Server Room Liebert Unit HVAC	Trane	\$28,730
Terminal Server Room Liebert Unit HVAC	Trane	\$29,860
Advertising Trade Agreement	Sinclair Broadcasting Group	\$31,980
San Storage Hardware at Terminal Way	Arctiq US, Inc.	\$98,428
Cloud Software Renewal	Remix Technologies	\$85,500
3-Year Sponsorship Agreement	SK Baseball, LLC, dba Reno Aces	\$54,090

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
Sutro Facility Power and Generator Upgrades	Kimley-Horn and Associates	1/14/2026	Amend. 1	\$55,175	\$347,720



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.2.2

To: Regional Transportation Commission

From: Vanessa Lacer, Director of Planning

SUBJECT: Planning Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report.

BACKGROUND AND DISCUSSION

See attachment 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

Neighborhood Network Plans 3 & 4	
Marquis Williams, Project Manager	https://rtcwashoe.com/planning/neighborhood-network-plan/
<i>Status: Planning activities for Neighborhood Network Plans (NNPs) 3 & 4, Meadowood/Hidden Valley and Sun Valley/Panther Valley, began in October 2025. Currently, the project team is conducting public outreach and collecting data for both plans. Surveys and public engagement calendars can be accessed at the web address above. Final plans are expected in December 2026.</i>	
Rock Blvd Corridor/Area Study	
Shay League, Project Manager	https://rtcwashoe.com/planning/corridor-studies/rock-boulevard-corridor-study/
<i>Status: Planning activities for the Rock Blvd Corridor/Area Study began in October 2025. Currently, the project team is finalizing a public outreach strategy and collecting data. Surveys and public engagement calendars will be accessible at the web address above. A final plan is expected in December 2026.</i>	
Kirman/Locust/Wells/Taylor Corridor/Area Study	
Xuan Wang, Project Manager	https://rtcwashoe.com/planning/corridor-studies/locust-taylor-kirman-wells-corridor-study/
<i>Status: Planning activities for the Kirman/Locust/Wells/Taylor Corridor/Area Study began in October 2025. Currently, the project team is finalizing a public outreach strategy and collecting data. Surveys and public engagement calendars will be accessible at the web address above. A final plan is expected in January 2027.</i>	
Congestion Management Process	
Xuan Wang, Project Manager	
<i>Status: Planning activities began in December 2025, and a final plan is expected in October 2026.</i>	
Truckee River Path Implementation Plan	
Vanessa Lacer, Project Manager	
<i>Status: Planning activities began in December 2025, with stakeholder engagement scheduled for February – April 2026. A final plan is expected in August 2026.</i>	
SS4A Comprehensive Safety Action Plan	
Graham Dollarhide, Project Manager	
<i>Status: RTC was awarded \$1.2 million in federal dollars through the FHWA Safe Streets and Roads for All grant program to develop a regional Safety Action Plan. A contract with FHWA has been executed and an RFP was released in October for consultant support. Approval of a vendor contract will be sought in February 2026. Planning activities are expected to begin in early 2026, and a final plan is expected in fall of 2028.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.2.3

To: Regional Transportation Commission

From: Dale Keller, Deputy Executive Director

SUBJECT: Engineering Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

See attachment 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.



RTC Engineering Monthly Report

Active Transportation Projects

Biggest Little Bike Network

Sara Going, Project Manager

<https://rtcwashoe.com/projects/biggest-little-bike-network/>

Status: The project team is currently developing the 90% design.

Eagle Canyon Safety and Operations

LaShonn Ford, Project Manager

<https://rtcwashoe.com/projects/eagle-canyon-safety-and-operations/>

Status: Solicitation for a contractor is complete. Construction will begin June 2026.

Capacity/Congestion Relief Projects

Buck Drive Circulation

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/buck-drive-circulation/>

Status: Construction is tentatively anticipated to begin in spring 2026.

Geiger Grade Road Realignment

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/geiger-grade-road-realignment/>

Status: The feasibility study is underway including traffic analysis and environmental review of the study area.

Military Road Capacity & Safety

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/military-road-capacity-safety/>

Status: The RTC, in cooperation with the City of Reno, is in the final design phase for the project.

Mill Street Capacity & Safety

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/mill-street-capacity-and-safety/>

Status: Q&D Construction continues work on the Project. Visit MillStreetWidening.com for additional information.

North Valleys North Virginia Street Capacity

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/north-valleys-north-virginia-street-capacity/>

Status: Preliminary engineering is advancing from 30% design to 60% design.

Pembroke Drive Capacity & Safety

Ashley Hurlbut, Project Manager

<https://rtcwashoe.com/projects/pembroke-drive-capacity-safety/>

Status: Nichols Consulting Engineers (NCE) has progressed the design to 90%. Coordination with the City of Reno, Washoe County, and utility companies located along Pembroke continues. Project advancing toward final design. Right-of-way acquisitions are underway.

Pyramid Highway Operations Improvements

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/pyramid-highway-operations-improvements/>

Status: 100% design anticipated Spring 2026

Pyramid Wy, Sparks Blvd, Highland Ranch Pkwy Intersection

Austin McCoy, Project Manager

<https://rtcwashoe.com/projects/pyramid-way-sparks-boulevard-highland-ranch-intersection/>

Status: Preliminary design and data collection has begun. This project involves providing 60% level design for the Pyramid/Sparks Interchange as well as preliminary (30%) design of the Connector (the new roadway from Pyramid Highway to US 395), identified as Phase 3 in the draft phasing plan of the FEIS.

A packaging plan and phasing evaluation will be conducted for the overall Pyramid Highway/US 395 Connector project to better address potential funding availability for construction implementation. Traffic modeling and analysis will be utilized in a scenario approach to support the packaging and phasing effort alongside public involvement and a National Environmental Policy Act (NEPA) compatibility review.

Sparks Boulevard Capacity Improvement

Garrett Rodgers, Project Manager

<https://rtcwashoe.com/projects/sparks-boulevard-capacity-improvement-greg-street-to-baring-boulevard/>

Status: Construction started Monday September 15, 2025. Overhead utility relocation at Prater Way has started. Structural work within the North Truckee Drain, including box culvert extensions and retaining wall construction will continue through the Winter.

The community is encouraged to stay informed of the project. More information is available at SparksBlvdProject.com.

Vista Boulevard/Disc Drive Intersection Improvement

Alex Wolfson, Project Manager

<https://rtcwashoe.com/projects/vista-boulevard-disc-drive-intersection-improvements/>

Status: The new lanes at the Vista Blvd and Disc Drive intersection are now open. Please stay alert for crews performing finishing work.

The following final work items will occur at the intersection in 2026:

- Final traffic signal upgrades (early 2026)
- Final pavement overlay and striping (Spring 2026)

Corridor Improvement Projects

Arlington Avenue Bridges NEPA/Design/EDC

Bryan Byrne, Project Manager	https://rtcwashoe.com/construction-projects/arlington-avenue-bridges-project/
---------------------------------	---

Status: Project is under construction.

Please visit: ArlingtonBridges.com for up-to-date information and traffic detours.

Butch Cassidy Drive Extension

Kimberly Diegle, Project Manager	https://rtcwashoe.com/projects/butch-cassidy-drive-extension/
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Status: Final design is underway for the project.

Keystone Ave Bridge Replacement

Sara Going, Project Manager	https://rtcwashoe.com/projects/keystone-avenue-bridge-replacement/
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Status: The project will complete geotechnical borings for the Keystone Bridge in January and February 2026. The project is also advancing procurement of a CMAR contractor and independent cost estimator for the project.

Lemmon Drive Traffic Improvements and Resiliency

Bryan Byrne, Project Manager	https://rtcwashoe.com/projects/lemmon-drive-traffic-improvements-and-resiliency/
---------------------------------	---

Status: The project team is progressing toward the 90% design phase as feedback is incorporated and refinements are made. The NEPA studies are also being reviewed and continue to advance on schedule, supporting the overall project timeline.

A public hearing meeting will be scheduled in early 2026, with more details to be shared as the date approaches.

More information can be found on the projects website at <https://northvalleysimprovements.com/>

McCarran Boulevard Safety and Operational Improvements

Jessica Dover,
Project Manager <https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/>

Status: 30% design received for the Northtowne Ln to Pyramid Wy segment of McCarran Blvd; and, Plumas St to S. Virginia St

Task Order No. 1 under the Master Services Agreement to be completed January 2026

Oddie / Wells Corridor Multi-Modal Improvements

Jeffrey Wilbrecht,
Project Manager <https://www.senserasystems.com/public/cameras/oddiewellsproject>

Status: Project is substantially completed.

Punchlist and landscape maintenance work being performed with intermittent lane/shoulder closures.

Sierra Street Bridge Replacement

Bryan Byrne,
Project Manager <https://rtcwashoe.com/projects/sierra-street-bridge-replacement/>

Status: The project team has successfully completed the 90% design milestone. Work is now shifting toward advancing the plans to the 100% design stage, incorporating feedback received to date and refining project details.

Coordination with the Construction Manager at Risk (CMAR) contractor is ongoing to support constructability reviews, cost evaluations, and scheduling considerations as the design progresses.

For more details, visit the project website at [www.sierrastreetbridge.com].

Sun Valley Boulevard Corridor Improvements - Phase 2

Jessica Dover,
Project Manager <https://rtc2023.wpengine.com/construction-projects/sun-valley-boulevard-corridor-improvements-phase-2/>

Status: NCE is continuing design and Environmental efforts; 60% design anticipated January 2026

West Fourth Street Downtown

Scott Gibson,
Project Manager

<https://rtcwashoe.com/projects/west-fourth-street-downtown/>

Status: Contractor have completed most ADA, sidewalk, and landscape work on the North side of Fourth Street and have moved on to the South Side. Work is expected to be complete in Late Spring.

West Fourth Street Safety

Scott Gibson,
Project Manager

<https://rtcwashoe.com/projects/west-fourth-street-safety/>

Status: RTC has awarded the construction contract to SNC and the construction management contract to CME, Inc. Construction is expected to begin March 3, 2026.

Pavement Preservation Projects

2025 Bridge Maintenance

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/2025-bridge-maintenance/>

Status: The Ralston, Evans, and Valley bridges over I-80 and the Kuenzli Street bridge over the Truckee River are complete.

Arrowcreek/Wedge Rehabilitation

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/arrowcreek-parkway-wedge-rehabilitation/>

Status: Arrowcreek Pkwy is substantially complete

Wedge Pkwy is nearing Substantial Completion; Granite will work to complete signal improvements at Golden Gate Dr and remaining punch list items through early February 2026

La Posada Corrective

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/la-posada-corrective-project/>

Status: The project is currently out to bid, with contractor bids due on February 25, 2026. Following the bid evaluation and award process, construction is anticipated to begin in spring/summer 2026.

Prater Way Rehabilitation

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/prater-way-rehabilitation/>

Status: Final design of the project is underway. Permission to Construct agreements have been sent to most adjacent property owners.

RTC and City of Sparks staff presented the proposed Road Diet concept at Sparks City Council on December 8, 2026.

Follow the link to the City Council Meeting archived video:

<https://www.youtube.com/watch?v=tpOuhakXh7A>

RTC held community meeting in January 2026.

Traffic Signal Timing 7

Alex Wolfson

<https://rtcwashoe.com/projects/traffic-signal-timing-7-project/>

Status: New timing plans have been deployed on Vista Blvd for the morning commute. New timing plans for N McCarran Blvd are in development.

Traffic Signal Modifications 24-01

Ashley Hurlbut

<https://rtcwashoe.com/construction-projects/traffic-signal-modifications-24-01/>

Status: Construction was substantially completed in September 2025.

Traffic Signal Modifications (TSM) 25-01

LaShonn Ford

<https://rtcwashoe.com/projects/traffic-signal-modifications-25-01/>

Status: Construction is underway at several locations. Crews are working intermittently as weather allows.

Sparks Intelligent Corridors

Alex Wolfson

<https://rtcwashoe.com/projects/sparks-intelligent-corridor/>

Status: The RTC is testing out technology to disseminate connected vehicle data (travel time, delays, etc.) to motorists via a smart phone app. This information can be travel times, road conditions, and incidents, and can also be used to adjust traffic signal operations in real-time.

Interested parties can learn more about this app and project at this link - https://www.rtcwashoe.com/construction-projects/traction_connect/

The RTC is hoping to gather public feedback on the kinds of services that are useful in order to inform operational decision making moving forward.

Sparks/Ion Traffic Signal

LaShonn Ford

<https://rtcwashoe.com/projects/sparks-boulevard-ion-drive-traffic-signal/>

Status: The project has been awarded to Sierra Nevada Construction, Inc. Construction is estimated to start in Spring 2026.

Traffic Signal Fiber 25-01

Austin McCoy

<https://rtcwashoe.com/projects/traffic-signal-fiber-25-01/>

Status: Project construction is ongoing and is anticipated to be complete early 2026.

Other Projects

Virginia Line BRT Improvements

Kimberly Diegle, Project Manager

<https://rtcwashoe.com/projects/virginia-line-brt-improvements/>

Status: NV Energy is proceeding with an overhead to underground utility relocation project, anticipated to start in Early 2026. Construction of the BRT improvements and road work is expectation to start in Spring 2026.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Biggest Little Bike Network	Belvedere LLC	\$1,000.00	\$0
Biggest Little Bike Network	Reno RE Development	\$1,000.00	\$0
Military Road Capacity & Safety	The Kong Family Trust	\$7,550.00	\$0
Military Road Capacity & Safety	Larry Scott Trust	\$1,667.16	\$0
Prater Way Rehabilitation	Edward Lopez & Suman Ladhar-Lopez	\$1,000.00	\$0
Prater Way Rehabilitation	Linda Potter	\$1,000.00	\$0
Prater Way Rehabilitation	Steven Trudell	\$1,000.00	\$0
Pyramid Highway Operation	Active Real Estate Partners LLC	\$3,589.00	\$0
Pyramid Highway Operation	Amerco Real Estate Co.	\$2,350.00	\$755.00
Pyramid Highway Operation	Silver Ridge II at Eagle Canyon HOA	\$36,667.00	\$0
Pyramid Highway Operation	SSCS Nevada, LLC	\$1,000.00	\$0
Virginia Line Bus Rapid Transit Improvements	Grant Westphal (Center Line Group)	\$90,767.00	\$0

CONTRACTS UP TO \$100,000

Project	Vendor	Scope	Amount



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations report for January.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

Highlights -

RTC Wins APTA 2026 AdWheel Award – RTC’s Spanish-focused “*Si RTC*” campaign was selected as an AdWheel winner for *Best Educational Initiative*, and will be honored at the 2026 APTA MCX Workshop, February 22-25 in Savannah, GA. RTC was a 2025 AdWheel winner and winner of 15 best-of-the-best 2025 Grand Award winners for our “*Get on Board*” campaign.



Stuff-A-Bus for Children in Care – On Friday, January 30th, KOLO Cares teamed up with RTC and Washoe County to collect new winter clothes for children in foster care. The event was held at the Target in Sparks.

Washoe County School District Pedestrian Safety Campaign – Safe Routes to School in partnership with RTC announced its 3rd annual Pedestrian and Bike Safety Message poster contest. This year’s winning Elementary school poster will be unveiled on a bus during the RTC’s Board meeting February 20th. The Middle school and High school 1st place winners will also have their artwork featured on an RTC bus for the year.



RTC RIDE Key Highlights – January

- 1 trainee released to Operations for revenue service.
- Driver of the Month: Daljit Saini.
- 99% service hours and trips delivered.
- Martin Luther King Jr. Day: Saturday-level service
- Bus Request: Stuff-A-Bus (Children in Care)
- Bus Request: Washoe County Leadership Academy Event
- 2 new Grievances filed; 2 Grievances settled.



Keolis represented staffing headcount as of January 30, 2026:

Position	Total Employed	#Needed
Coach Operator Trainees	3	10
Coach Operators	168	0
Dispatchers	6	0
Road Supervisors	6	0
Mechanic A	6	0
Mechanic B	2	1
Mechanic C	3	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	13	0
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – January

Classes: One class held, January 19 – 4 operators in training

Safety:

- **Accidents:**
 - 1 Preventable
 - 1 Non-Preventable
- **Incidents**
 - 1
- **Injuries:**
 - 1
- **YTD Preventable Accident Count: 1**
- **YTD Injury Count: 1**

January Safety Blitzes – Door to Door, Yard Safety, Difficult to secure mobility devices.

January Safety Meeting – Slips, Trips and Falls. Plus, Q-Straint video on securing scooters and odd shaped devices.

MTM represented staffing headcount as of January 30, 2026:

Position	Total Employed	#Needed
Drivers	61FT – 0PT	11FT – 0 PT
Dispatchers	4 FT	0.5
Reservationists	4.5 FTE's	0
Mechanic A	3.5 FT	0
Utility Worker	1	0
Facility/Maintenance Technician	1	0

TRANSIT DEMAND MANAGEMENT (TDM) Update

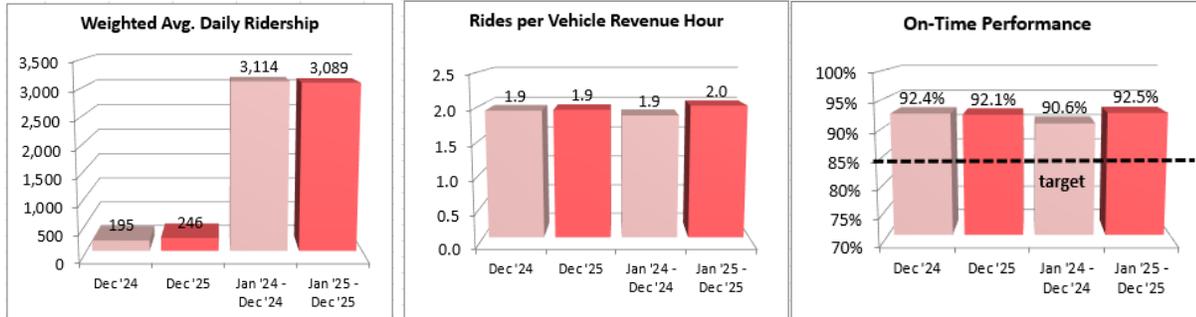
- Vanpools dropped to 308 as Tesla cuts back on its vanpool program and moves to more shuttles. Staff continues to work with the Tahoe area and Commute with Enterprise to add more vans to the program.
- Staff is also working with Commute with Enterprise on their new FlexVan program to enable people to purchase single seats on the vanpool.
- Staff meets weekly with RTC's marketing company, Celtis. The vanpool video is in circulation in both English and Spanish. A flyer will be distributed in February to targeted companies. Staff will be working with the new marketing person from Commute with Enterprise to follow up on the mailers with in person visits.

JANUARY 2026 TRANSIT PERFORMANCE

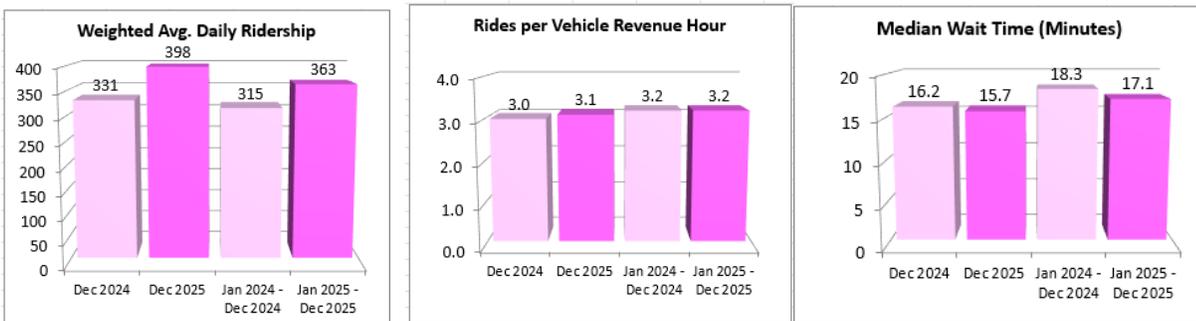
RTC RIDE

Data unavailable due to change in APC vendor.

RTC ACCESS



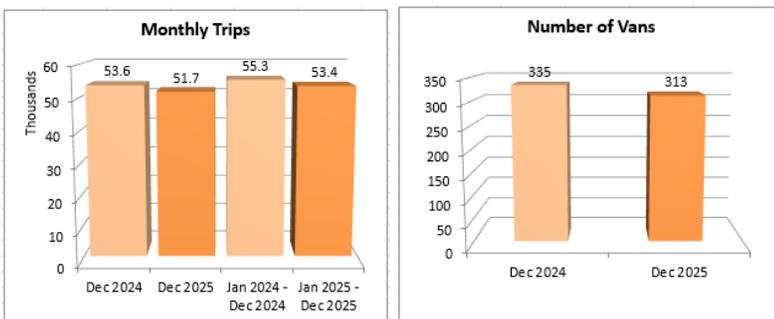
RTC FlexRIDE



TART

Data unavailable due to change in APC vendor.

RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Transportation Planning Manager

SUBJECT: Advisory Committee 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), which includes members from the community.
- 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.

The CMAC met on 02/04/2026 and was presented several items including the quarterly bus service and shelters update, Amendment 2 to the FFY 2025-2029 Regional Transportation Improvement Program (RTIP), and an update on two ongoing neighborhood network plans. Members and RTC staff discussed costs and operational benefits of different bus types, including hybrid, hydrogen, and electric buses. Additionally, there were questions related to the outreach and design strategies of the neighborhood network plans, especially as related to schools.

The TAC met on 02/05/2026 and was presented with three primary items Amendment No. 2 to the FFY 2025-2029 RTIP, Meadowood/Hidden Valley & Sun Valley/Panther Valley Neighborhood Network Plans (NNP) Update, and Public Comments Received to Date on the Northeast Connector Feasibility Study. TAC recommended approval of the RTIP amendment. Members also discussed logistics and timing for the NNPs in relation to other RTC projects/plans, WCSD properties, and NNP project timelines. Questions

were asked about the second Northeast Connector Feasibility Study public meeting, regarding presentation content and location selection.

The RRIF TAC met on 01/22/2026 to review fee schedule updates, including the automatic annual 4.5% increase to the Regional Road Impact Fees as authorized by NRS 278B.225 and required by local ordinances. The committee also discussed the status of the 8th Edition RRIF General Administrative Manual (GAM) and the Capital Improvement Plan (CIP) adoption process, which includes preparation of a Business Impact Statement and a public comment period. The meeting concluded with updates on infrastructure projects and RRIF waiver agreements.

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: 2/20/2026

Agenda Item: 4.2.6

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

SUBJECT: Community Outreach and Media Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Community Outreach and Media 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.



> **RTC Communications
& Outreach Report
January 2026**



www.rtcwashoe.com

> Outreach Activities

Josh MacEachern, Project Manager

January Overview:

Welcome to 2026! RTC started the year with significant community engagement and media coverage for:

- NYE Free Rides
- Northeast Connector study public comments
- Arlington Avenue Bridges Updates
- Mill Street Updates
- Sparks Boulevard Updates
- Expanded funding for senior rides
- RTC Rail Study
- Washoe County HSA Stuff-A-Bus for Foster Children

In addition, RTC saw growth across all social media channels.

January Highlights:

- **119 TV Spots (addendum includes 25 highest viewed)**
- **691,015 Estimated Audience**
- **\$44,194 Local Ad Value**
- **Sparks Boulevard Traffic Control**
- **Stuff-A-Bus for Foster Kids**
- **Sanford Center for Aging funding award**
- **Prater Way Rehabilitation Meetings**
- **Northeast Connector Study Public Comment Extension**

> Outreach Activities

Josh MacEachern, Project Manager

Public Outreach:

- **1.5.26 – Sun Valley CAB (Paul)**
- **1.7.26 – BLBN Presentation at Life Change Center (Sara)**
- **1.14.26 – Prater Way Rehab Public Meeting (RTC Staff)**
- **1.16.26 – Washoe County Leadership Academy Bus Presentation (Paul/Josh)**
- **1.22.26 – North Valleys High School Student Voice Presentation (Marquis)**
- **1.26.26 – Vision Zero Truckee Meadows Task Force (RTC Staff)**
- **1.26.26 – Regional Rail Transit Advisory Working Group (Jim)**
- **1.30.26 – Stuff-A-Bus for Foster Children (RTC Staff)**

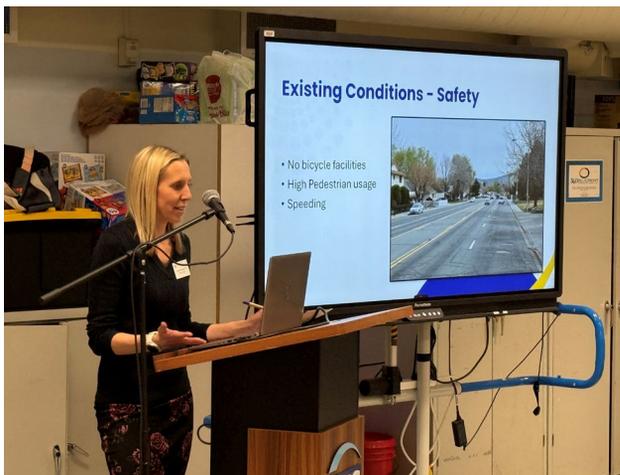
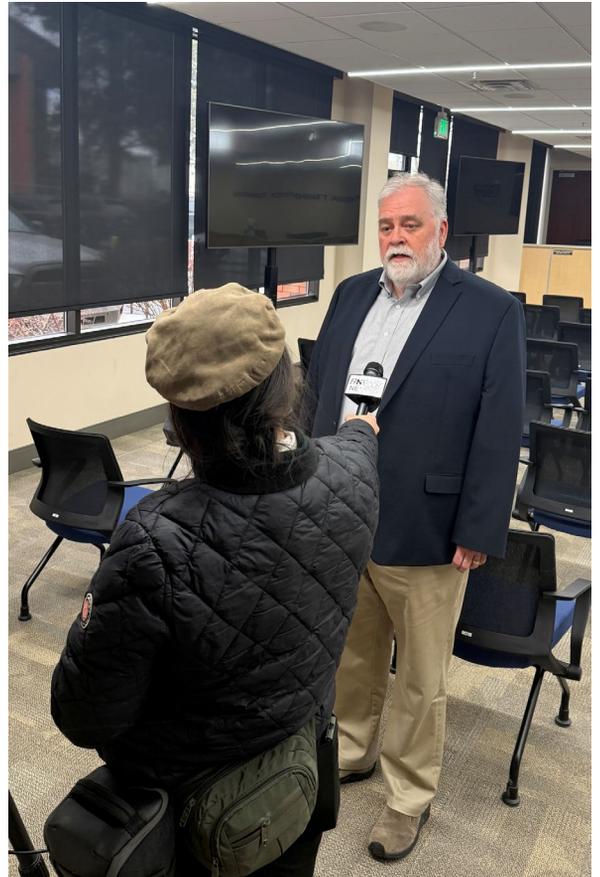
Press Releases:

- **1.2.26 – Sparks 70 Day Closure**
- **1.14.26 – Prater Way Rehab Public Meeting**
- **1.16.26 – Sparks Pedestrian Detour**
- **1.23.26 – Sparks Lane Closure Update**
- **1.23.26 – NEC Public Comment Extension**
- **1.29.26 – Prater Way Information Popup**
- **1.30.26 – 7th, 6th, West Street Pavement Preservation**

> Outreach Activities

Josh MacEachern, Project Manager

Highlights:



> Outreach Activities

Josh MacEachern, Project Manager

Highlights:



> Social Media

Josh MacEachern, Project Manager

Facebook

- Viewers: 122k
- Content Interactions: 875
- Link Clicks: 5k
- Visits: 2.9k
- New Follows: 66
- Followers: 5,459

Instagram

- Reach: 30.9k
- Content Interactions: 426
- Followers: 2,565

X

- Impressions: 1.3k
- Engagements: 48
- Likes: 14
- Followers: 2,253
- YouTube
- Views: 3.7k
- Watch time (hours): 95.6
- Subscribers: 524

Email Marketing

- Subscribers: 3k

> Video Production

Paul Nelson, Project Manager

The Road Ahead:

- **1.6.26 – Safe Routes Poster Contest**
- **1.13.26 – Mill Street Project Update**
- **1.20.26 – Commuter Rail Study**

Other:

- **January RTC Board Meeting**
- **Prater Way Rehab Virtual Presentation**

	The Road Ahead: Commuter Rail Study The RTC is wrapping up a feasibility study for a potential commuter rail service between Reno-Sparks and the Tahoe...	 Public	None	Jan 20, 2026 Published
	The Road Ahead: Mill Street Project Update Crews are continuing work on Mill Street to add safety and capacity. Work is complete on the east side of I-580 but work...	 Public	None	Jan 13, 2026 Published
	RTC Prater Way Rehabilitation Project - Virtual Presentation Learn more about the RTC Prater Way Rehabilitation Project, a planned roadway improvement from Pyramid Way to Probasc...	 Public	None	Jan 6, 2026 Published
	The Road Ahead: Safe Routes Poster Contest The RTC is partnering with Safe Routes to School for its third annual safety poster contest. Any WCSD student can submit a...	 Public	None	Jan 6, 2026 Published

> Addendum

January 2026 Full Media Coverage

119 events

Export

Analytics

Jan 1st 2026 - Jan 30th 2026

OVERVIEW



Syndicated Viewership

National Viewership

—

Local Viewership

691,015

of Distinct Airings

5

Syndicated Publicity Value

National Publicity Value

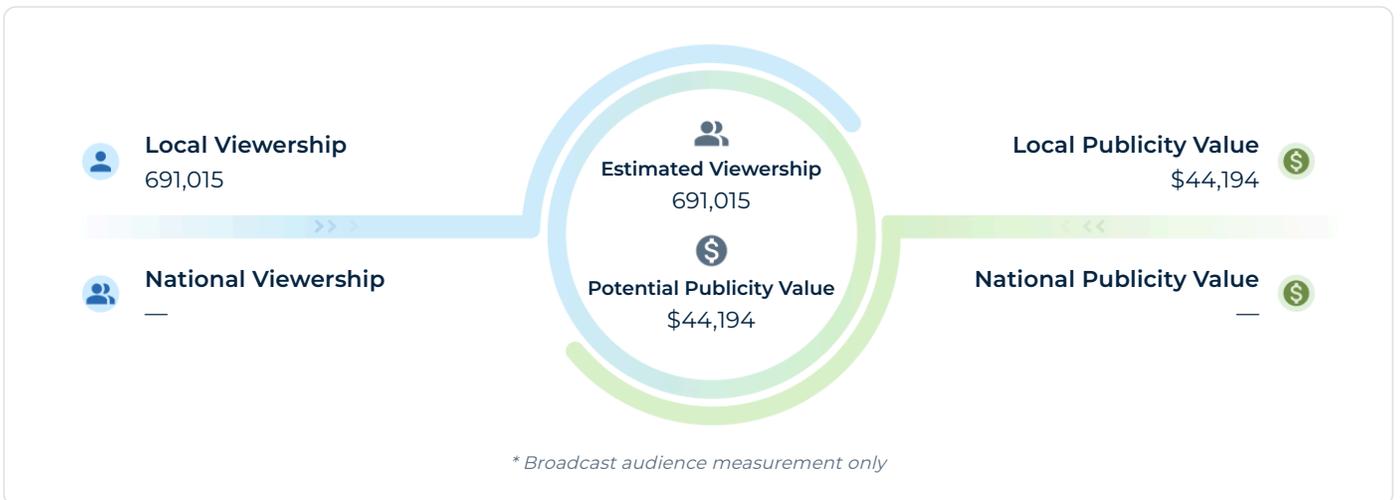
—

Local Publicity Value

\$44,194

Gender Breakdown

49% 51%



Age Distribution



Gender Breakdown





2 News Nevada at 6:30pm

Event Type: **TV** Audience: **13,096**
 Jan 30, 2026 6:52:26 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

Kind words for **rtc** and sparks p-d. Plus, a couple of friday shoutouts, next in your 2 cents. *music* from a tasty, local restaurant, to the actions kids' are taking this week. Here are your friday shoutouts.



Kolo 8 Morning Break

Event Type: **TV** Audience: **12,704**
 Jan 30, 2026 9:05:36 AM Category: **Other**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

Kolo -- along with **rtc** -- and the washoe county human services agency is calling on the community to help us stuff a bus for children in foster care...



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **15,242**
 Jan 29, 2026 6:35:04 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

Rtc says the construction looks to make prater way safer for pedestrians and improve traffic flow. It will also preserve "on-street parking" instead of removing it. Coming up... Jackson chastain gives us a close-up look at how mt rose this snowcat to help groom the mountain. The reno police department



KOLO 8 News Now @ 5:30PM

Event Type: **TV** Audience: **22,204**
 Jan 28, 2026 5:40:02 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

You know, government I'm Makenzie Morgan for The Road Ahead with **rtc**. Foster and adoptive children in our While the weather pattern will stay generally quiet, clouds time to time. Temperatures are on the way up,p, with low 60s possible for the weekend across western Nevada.



KOLO 8 News Now @ 5:30PM

Event Type: **TV** Audience: **22,204**
 Jan 28, 2026 5:35:01 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

I'm Makenzie Morgan for The Road Ahead with **rtc**. Foster and adoptive children in our community need your help. That's why kolo and **rtc** are teaming up with Target to collect donations for these families. We're inviting everyone in the community to Stuff a Bus for Children in Care.



KOLO 8 News Now @ 6:30PM

Event Type: **TV** Audience: **16,590**
 Jan 27, 2026 6:46:02 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

YOU CAN DROP THEM OFF AT THE **RTC** BUS -- PARKED IN FRONT OF THE TARGET AT LEGENDS -- FROM 2 TO 6 P-M ON FRIDAY AFTERNOON. COMING UP AFTER THE BREAK -- ?IS GEN Z REALLY DRINKING LESS? WE'LL LOOK AT THE TRENDS... THE REASONS WHY... AND A MAJOR MISCONCEPTION ABOUT MARIJUANA... THAT COULD SURPRISE YOU.



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **18,302**
 Jan 27, 2026 6:35:16 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

rtc: "They take a risk by having our passenger trains on their rail, but at the same time we can make this a win-win scenario where the win for the employees out there is they have a better time getting to work and the win for Union Pacific is they can also at the same time get more



KOLO 8 News Now @ 4:30PM

Event Type: **TV** Audience: **9,390**
 Jan 27, 2026 4:42:08 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

You can drop them off at the **rtc** bus -- parked in front of the sparks target at legends -- from 2 to 6 p-m on friday afternoon. Coming up-- getting calls or texts... Saying you owe a debt? It could be a scam. How to verify it ... Before you pay ... Or share any personal information.



KOLO 8 Midday @ 11am

Event Type: **TV** Audience: **9,788**
 Jan 27, 2026 11:25:16 AM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

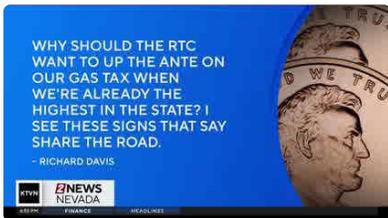
Let's everyone just going to join together and help stuff that **rtc** bus. There's a lot of space to fill so we can do it. Definitely. We'll be right back. I was suffering



2 News Nevada at 6:00am

Event Type: **TV** Audience: **17,960**
 Jan 26, 2026 6:15:49 AM Category: **Other**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

Rtc estimates that this closure will allow crews to work more efficiently and shorten the project's construction time. The sparks blvd "widen the road" project is still expected to be completed before the end of 20-27. Covering the story, rob haves- 2 news nevada.



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **10,739**
 Jan 19, 2026 6:50:59 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

.> rtc want to up the ante on our gas tax when we're already the highest in the state? I see these signs that say share the



KOLO 8 News Now @ 5PM

Event Type: **TV** Audience: **10,782**
 Jan 18, 2026 5:05:16 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

. - **rtc** -- says the closure is expected to last -- for around two months ... While construction continues -- along the corridor. Making national headlines... Lawmakers are speaking out today amid more protests over the trump administration's immigration crackdown in minnesota. - and as iek ejochi shows us



KOLO 8 News Now @ 11PM

Event Type: **TV** Audience: **10,616**
 Jan 16, 2026 11:00:18 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

. ## the **rtc** -- is proposing a new road... From sparks-- to the reno tahoe industrial center.. But is comes with some backlash. R-t-c's feasible study started in february of 2025...



KOLO 8 News Now @ 5PM

Event Type: **TV** Audience: **12,780**
 Jan 16, 2026 5:00:00 PM Category: **News**
 Source: **KOLO (ABC)** Country: **US**
 Market: **Reno, NV**

Rtc presented six options to the public in the vista boulevard, eagle, kane and route is the top choice. However, there is some backlash from the friends of nevada wilderness, who says the vista route would cut through part of the 11,000 acre conservation area.



2 News Nevada at 7:00pm

Event Type: **TV** Audience: **14,077**
 Jan 15, 2026 7:05:14 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

The group reports **rtc** over 100 recorded crashes in between these intersections from 20-19 to 20-23 with three of those being deadly. The project is scheduled to begin in spring of this year -- and it's expected to be completed this fall.



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **16,526**
 Jan 15, 2026 6:34:23 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

RTC: "Prater way's pavement needs to be reconstructed but it's a great opportunity for **rtc**, through a proposed road diet, to come in and add some extra safety measures to potentially calm traffic and add bike lanes in the area.



2 News Nevada at 6:00am

Event Type: **TV** Audience: **17,210**
 Jan 15, 2026 6:38:08 AM Category: **Other**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

rtc **washoe**: "We are scheduled to start construction in the summer of 2026, and the improvements will be constructed by the end of the year. In 2026."> Hurlbut says they're proposing median islands through the intersection.



2 News Nevada at 6:00am

Event Type: **TV** Audience: **17,210**
 Jan 15, 2026 6:33:15 AM Category: **Other**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

Yesterday evening **rtc** of washoe county held a meeting about the prater way



2 News Nevada at 6:00am

Event Type: **TV** Audience: **16,192**
 Jan 15, 2026 6:10:38 AM Category: **Other**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

Last night **rtc** held a public information meeting regarding the project. We have rob haves with us in the studio with more details about that meeting, rob? This rehabilitation project would take place in between pyramid way and probasco way. Here's a map of that stretch of road between the intersections for you now.



2 News Nevada at 7:00pm

Event Type: **TV** Audience: **15,983**
 Jan 14, 2026 7:00:00 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

<(car makes a left turn onto pesaro way)> But-- **rtc** says improvements are on the way. They're looking at spot improvements along veterans parkway, including the pesaro intersection.



2 News Nevada at 5:30pm

Event Type: **TV** Audience: **11,281**
 Jan 14, 2026 5:33:11 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

rtc **washoe**: "Currently we are working on the intermediate design plans."> Ashley hurlbut is the project manager for r-t-c's next spot improvements project. They say it will improve safety at five intersections in reno, including this one.



2 News Nevada at 5:30pm

Event Type: **TV** Audience: **11,281**
 Jan 14, 2026 5:30:00 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

But the **regional transportation commission of washoe county** has a different solution in mind. <(traffic on veterans)> Left turns are bad enough on their own. But when you need to turn



2 News Nevada at 5:00pm

Event Type: **TV** Audience: **13,524**
 Jan 14, 2026 5:29:39 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

And what those in opposition have to say-- rtc **washoe**: "We have been evaluating that intersection for safety improvements.">



2 News Nevada at 6:30pm

Event Type: **TV** Audience: **11,714**
 Jan 05, 2026 6:35:07 PM Category: **News**
 Source: **KTVN (CBS)** Country: **US**
 Market: **Reno, NV**

Other drivers who's commute will be effected should look to utilize the fargo way detour to connect through to the sparks boulevard rtc: "There's a lot of traffic in that area."



2 News Nevada at 6:30pm

Event Type: **TV**

Audience: **10,135**

Jan 02, 2026 6:46:51 PM

Category: **News**

Source: **KTVN (CBS)**

Country: **US**

Market: **Reno, NV**

rtc of Washoe County: the project is moving along well, we completed all our in river work in December, November
December, so we're out of the river now, just comes down to laying down the bridge and pouring concrete > Drivers can
still expect lane closures along parts of mill



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Graham Dollarhide, Transportation Planning Manager

SUBJECT: Truckee Meadows Safety Action Plan

RECOMMENDED ACTION

Approve a contract with Kimley-Horn and Associates, Inc., for planning services to complete the Truckee Meadows Safety Action Plan, in an amount not-to-exceed \$1,499,243.22.

BACKGROUND AND DISCUSSION

The objective of the Truckee Meadows Safety Action Plan is to reduce serious injuries and fatalities on roadways through a better understanding of regional road conditions and the creation of a suite of tools to ultimately prioritize projects and select evidence-based treatments that are part of high-impact strategies. The effort will involve an update to the Vision Zero Truckee Meadows Action Plan, robust data collection and analyses, and integrated safety tool development. The project area generally encompasses the Truckee Meadows Services Area (TMSA) boundary, and safety analyses will focus on the area's roughly 321 centerline miles of urban arterials and collectors.

Four proposals were received in response to a Request for Proposals (RFP). A technical evaluation of the proposals was conducted by an Evaluation Committee comprised of three RTC staff members, with two representatives from the Planning Department and one from the Engineering Department. All members of the Evaluation Committee evaluated and scored the proposals independently in accordance with the evaluation criteria set forth in the RFP. The proposal from Kimley-Horn received the highest score and is recommended for award of the contract.

This item supports Strategic Roadmap Goal #5, "Improve network safety" and FY2026 RTC Goal, "Initiate: Regional safety action plan".

FISCAL IMPACT

This contract is being funded with a Federal discretionary grant under the Safe Streets and Roads for All (SS4A) program and matched with Fuel Tax. Staff funding for this item has been budgeted in the FY 2026 – FY 2027 UPWP.

PREVIOUS BOARD ACTION

4/18/2025 - Approved the FY 2026 – FY 2027 Unified Planning Work Program (UPWP).

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as February 20, 2026, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform A study in connection with The Truckee Meadows Safety Action Plan; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through October 31, 2028 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 Scope of Services as identified in Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services 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. 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.

2.4. ADDITIONAL SERVICES

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

2.5. 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 not-to exceed amount of \$1,499,243.22.

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement,

shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

- 12.2. CONSULTANT' Project Manager is Darryl dePencier or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 – NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Graham Dollarhide
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: gdollarhide@rtcwashoe.com
Phone: (775) 332-9519

CONSULTANT: Darryl dePencier, AICP, GISP, RSP
Project Manager
Kimley-Horn and Associates
660 South Figueroa Street Suite 2050
Los Angeles, CA 90017
Email: Darryl.depencier@kimley-horn.com
Phone: (213) 261-4039

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

CONSULTANT is an independent contractor to RTC under this Agreement. Accordingly, CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONSULTANT

shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONSULTANT to RTC.

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities". CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Mike Colety, PE, PTOE, RSP2BI, Principal

Exhibit A
Scope of Services

Scope of Services

Truckee Meadows Safety Action Plan

Introduction:

The Regional Transportation Commission of Washoe County (RTC) has been awarded a federal Safe Streets and Roads for All (SS4A) planning grant to complete a comprehensive safety action (CSAP) plan for the Truckee Meadows area. The goal of the Truckee Meadows Safety Action Plan (“Plan”) is to reduce serious injuries and fatalities on roadways. The Plan’s study area generally encompasses the Truckee Meadows Services Area (TMSA) boundary (see Figure 1 on the next page), and safety analyses will focus on the area’s roughly 321 centerline miles of urban arterials and collectors. The area is approximately 282 square miles with an estimated population of 465,840, based on 2020 Census data for block groups included within the study area.

RTC is the Metropolitan Planning Organization (MPO) for the region, is responsible for roadway (including bicycle and pedestrian) construction, and operates the region’s transit system. RTC also participates as a member of the Vision Zero Truckee Meadows (VZTM) Task Force, which is made up of federal, state, local, and other stakeholders. The VZTM Action Plan developed through the efforts of the Task Force includes a goal of reaching zero traffic fatalities and serious injuries by 2030. It was originally adopted in 2019, updated in 2022, and is in need of updated data and improved analyses that identify projects and strategies that will have significant impacts on the safety of the region’s transportation network. The Plan will update and replace the current 2022 VZTM Action Plan.

Recent crash data highlights the need for safer streets and roads for vulnerable road users (VRUs). RTC desires to enhance safety for all road users, particularly VRUs, through a better understanding of regional road conditions and the creation of a suite of tools to ultimately prioritize projects and select evidence-based treatments that are part of high-impact strategies to reduce roadway fatalities and serious injuries.

Objective:

Completion of the Plan will involve multiple components, as described by the tasks below, and will ultimately identify projects and strategies that generate the greatest impact on roadway safety within the constraints of existing resources. A major component of the Plan is the development of a set of tools that will allow RTC to improve its understanding of the underlying and systemic causes of fatal and serious injury crashes. These tools will aid in the decision-making and project design processes when implementing the Plan.

Through robust stakeholder and Task Force involvement, the Plan will establish a vision that has the support of local leaders and recommend actionable steps toward reaching the goal of zero fatalities and serious injuries. The vision and tools developed as part of the process will provide the information necessary for RTC to implement short- and long-term projects that efficiently improve roadway safety.

Study Area Map:

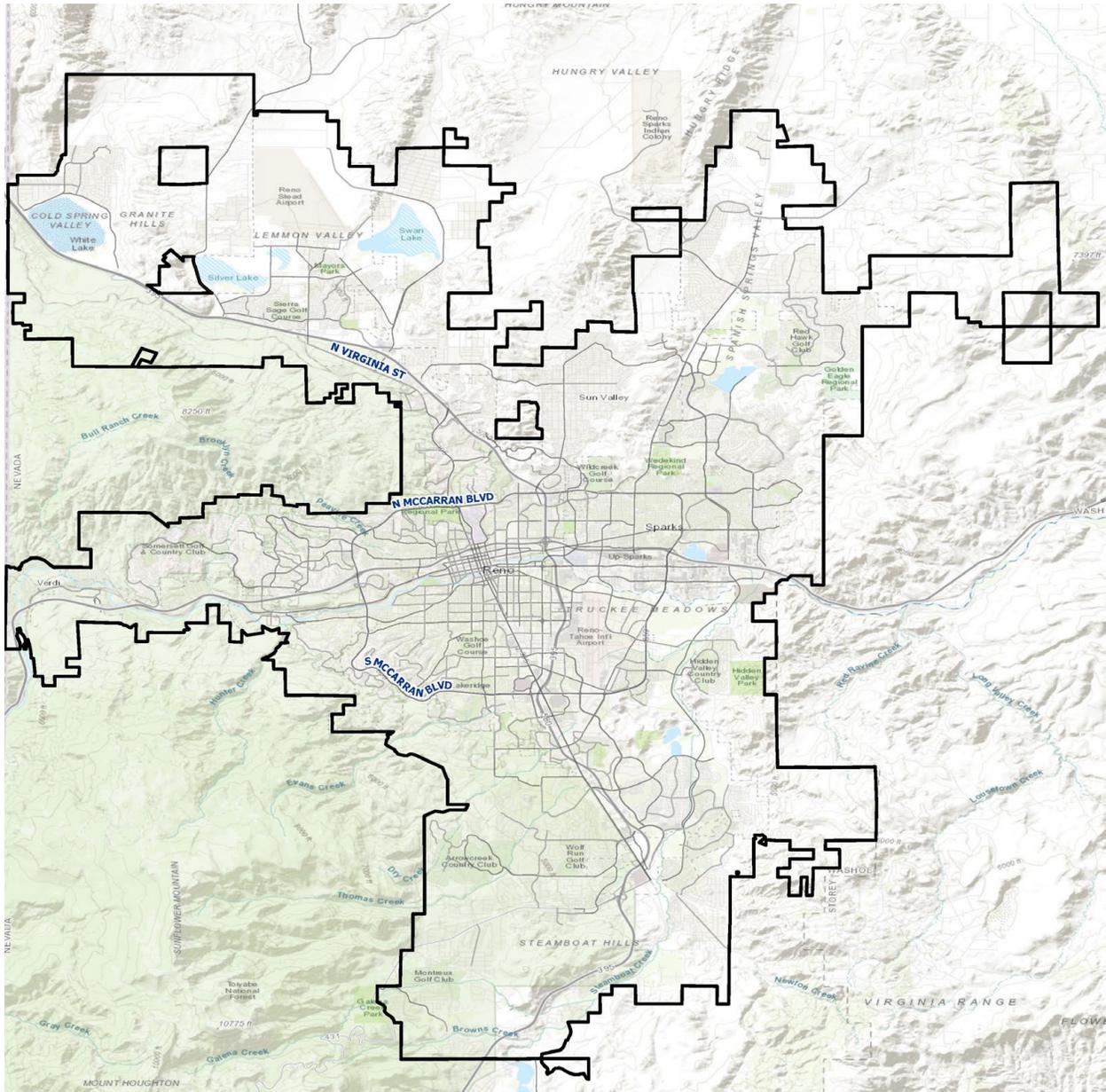


Figure 1: Truckee Meadows Service Area (TMSA) Boundary

Project Tasks:

Task 1: Project Administration

1.1 Invoicing and Progress Reports – The Consultant will prepare up to 24 monthly progress reports and invoices, and resolve other billing or logistical issues within one month of discovery and prior to final payment for this project.

1.2 Coordination – The Consultant will coordinate with the project team on the completion of work products. An initial kick-off meeting with RTC will be held to discuss communication, procedures, expectations, and roles and responsibilities. Coordination with the RTC project management team will be ongoing throughout the project. The Consultant will prepare a meeting agenda and meeting summary for the kick-off meeting.

1.3 Management – Manage all aspects of the project, including identifying all anticipated steps and processes required to complete the project. This will include a project schedule and budget for each task to reference corresponding deliverables and up to 24 monthly progress reports. Consultant will schedule a team progress call every 4 weeks, and a shorter project management update every 4 weeks between the larger team updates. It is assumed that project update calls will be virtual, but at key project intervals, in-person meetings can be held as appropriate. The consultant will establish a living project action tracker that will serve as meeting agendas, meeting notes, and project progress tracking. The summary will be stored on a mutually accessible file sharing site and will be maintained for the duration of the project.

TASK 1 DELIVERABLES:

- A. Up to 24 monthly progress reports and invoices
- B. Up to 50 project update meetings with an average duration of 45 minutes
- C. Joint-access, web-based repository for project-related documents
- D. Project schedule
- E. Staff assignment and budget for each task

Task 2: Data Collection and Analysis

2.1 Roadway Attribute Data – The Consultant will work with RTC and NDOT to incorporate the approved NDOT MIRE dataset once it has been quality controlled and released for distribution. It is expected that the completed MIRE dataset will contain the attributes required by the MIRE process and will therefore have the necessary information to implement Part C predictive methods and SPF generation calibrated for the Truckee Meadows region. In the event that the MIRE data release is delayed beyond the reasonable scope of this effort or critical information is missing from the released dataset, the Consultant will work with RTC to develop a plan to complete that scope using contingency

funds or reallocation of optional scoped effort to achieve the Part C predictive analysis and tool development. Consultant Data collected by the Consultant or non-official sources will be subjected to a quality control and validation process against other official datasets or field verifications consistent with industry standard practices.

2.2.1 Crash Data – Collect up to five years of Fatality Analysis Reporting System (FARS) and NDOT crash data. Data from FARS will be used and will be considered definitive for traffic fatalities, as it has already been rigorously screened and tested by NHTSA. NDOT official data will be used for all remaining crashes and will be validated to the extent feasible against FARS data and GIS assessments of mapping accuracy. The Consultant will share the mapping and validation outputs with RTC for approval before commencing analysis.

2.2.2 Crash Data Analysis – The Consultant will prepare a Network Screening Methodology document summarizing the resources, assumptions, and steps required for conducting the network screening and provide the document to the RTC for review and approval before conducting the Network Screening Analysis. Once approved, the Consultant will begin the analysis using a network screening process that leverages Part B methods from the Highway Safety Manual. These methods include critical crash rate, equivalent property damage only, and crash type over-representation. Once the regional analysis is complete, Kimley-Horn will prepare a safety analysis report for each jurisdiction and for a network of regionally significant roadways. This analysis will provide the baseline information needed to process the pending MIRE data from NDOT into a series of safety performance functions (SPFs). Those SPFs will then be used to implement predictive safety assessments using Part C HSM methods that will be conducted for the CSAP and incorporated into the safety analysis tools that Consultant will prepare for RTC under Task 3.

Based on collected and refined crash data, create a high-injury network (HIN) using industry best practices. The HIN may be defined using one of an array of methodologies, but should generally define the region's highest concentrations of crashes resulting in fatalities and serious injuries and/or areas most at risk of generating high crash concentrations. Additionally, key crash types will be identified for which Safety Performance Functions (SPFs) will be developed (see Task 3.1). Supplementary data (i.e., excessive speeding, hard braking, etc.) may be used to support the analysis, but should not be the primary source used to inform the analysis.

To the extent feasible, the analysis should take into account recent roadway improvements that may not yet be reflected in the most recent crash and other data used.

2.3.1 Traffic Count Data – The Consultant team will collect vehicle count data using NDOT TRINA data, the RTC’s TDM, and Replica data for segments where AADT data is not available. The Consultant will identify gaps and collect counts and other data of all mode/road users at select intersections and/or segments around the region. However, locations and durations will be determined jointly by the Consultant and RTC based on the HIN (see Task 2.2.2). Ultimately, the Consultant will be responsible for collecting sufficient data appropriately inform analyses.

The team will use existing count data that is provided by RTC or available from project stakeholders. Where direct volume data is unavailable, the team will leverage big data sources (Replica) to fill in gaps. In cases where the Replica data does not appear to be reliable or consistent with nearby counts, the team will work with RTC to identify up to 30 locations to collect new traffic counts. If more than 30 count locations are identified as necessary, the Consultant will work with RTC to amend the budget on subsequent tasks to free up more resources for additional data collection. Count data will be used to validate big data sources

2.3.2 Traffic Analysis – An analysis of crash (from Task 2.2.1) and traffic count data will be used to produce a local calibration factor. The traffic analysis area must follow HSM methodology, which defines the area of influence for an intersection as a minimum 250-foot radius from its center. Count data will be used to validate big data sources. This process will generally involve the use of site data from a statistically valid sample of sites for specific facility and crash types, and applying the base SPF to determine variance between observed and predicted crashes. This use of base SPFs from the HSM may be used for initial calibration and comparison. Locally calibrated or custom SPFs will be developed in Task 3.1 and may be substituted for greater accuracy once available.

Additionally, the analysis should identify the most needed systemic changes (or most common issues) for the region.

2.4 Near-miss Data – Collect near-miss, speed, VRU counts, red light running, and other relevant data at select intersections and/or segments (25 locations total) around the region. Locations will be determined jointly by the Consultant and RTC based on the HIN (see Tasks 2.2.2 and 2.3.1). This data may be used in the absence of robust crash and/or traffic data to indicate the level of risk and may be applied to analyses and/or models developed as part of Task 3. In the event that more traditional data collection is needed than the project budget has accounted for, this task may be reduced or eliminated in favor of developing a more complete base dataset.

2.5 Data Collection and Analysis Summary – Provide a summary memo to include all data collection and analysis methodology, findings, as well as the citation of all data sources and any assumptions made in the analysis. This memo will appear in the final plan as an appendix.

TASK 2 DELIVERABLES:

- A. Roadway attribute GIS and other data files collected including draft and final maps, stats, charts, etc.
- B. HIN of the region’s highest concentrations of crashes resulting in fatalities and serious injuries, including the methodology used
- C. Traffic count data at select intersections and/or segments (at up to 30 locations)
- D. Local calibration factor
- E. Near-miss data at select intersections and/or segments (at up to 25 locations)
- F. Data collection and data analysis summary

Task 3: Integrated Tool Development, Methods, and Training

3.1 SPFs – Based on data collected in Task 2, the Consultant will develop SPFs that, with the local calibration factor, can be used to predict the number of crashes on roadway segments and at intersections meeting given criteria. Using count, context (i.e., capital project or land use), and other available data, the Consultant will use big data sources to capture the number of daily pedestrians, bicyclists, and motorists on each intersection and roadway segment for the entire study area. Context variables should be determined to have a statistical relationship to the count/crash data before applying to the models.

As part of SPF development, identify a set of relevant Crash Modification Factors (CMFs) that will inform later tool development. CMFs should be sourced from the recommended list produced by NDOT (or the FHWA CMF Clearinghouse, as appropriate), FHWA Proven Safety Countermeasures, the National Highway Traffic Safety Administration Countermeasures that Work (three or more stars), or equivalent peer-reviewed resources. Local context considerations should be documented. If needed to provide more local context or to cover solutions that have been implemented in the Truckee Meadows area that have not been assessed in the national research, the Consultant will calculate between five (5) and 10 additional CMFs calibrated to local driving behaviors and conditions. Consultant

3.2 Review – Conduct review of existing predictive safety tools, such as FHWA’s Interactive Highway Safety Design Model (IHSDM), AASHTO Ware Safety, and others used

by state DOTs or MPOs. Determine whether these tools can be used or adapted to meet the needs of this project. Incorporate processes identified under Task 3.3 as appropriate.

3.3 Integrated Tool Development – Develop a suite of integrated tools to support data-driven decision-making for improving roadway safety. This suite will include:

- A predictive safety tool for estimating crash frequencies using HSM-based SPFs (Task 3.3.1);
- A countermeasure selection tool that applies CMFs to evaluate safety treatments (Task 3.3.2);
- A project prioritization tool that ranks candidate projects based on predicted safety impact, cost, feasibility, and other factors (Task 3.3.3).

These tools shall be developed in accordance with the HSM Part C and designed to function similarly to IHSDM (or similar) modules. Tools should be interoperable, user-friendly, and adaptable for regular use and maintenance by RTC staff.

3.3.1 Predictive Safety Analysis – Develop custom predictive safety tool using a local calibration utility. The tool should auto-populate roadway attribute data based on selected road segment/intersection. The tool may also be used to evaluate any of the following scenario types:

- 1) test safety impacts of proposed improvements
- 2) provide the most relevant and effective countermeasures for local conditions
- 3) quantify potential safety improvement
- 4) compute the benefit-cost ratios of proposed improvements
- 5)
- 6) account for project constraints (such as availability of right-of-way, funding, etc.)

The tool should be simple enough for non-technical staff to learn and use without intensive specialized training. The data must allow for regular maintenance by RTC staff, including updates to roadway attributes, crash history, and traffic volumes.

3.3.2 Safety Countermeasure Selection – Develop automated safety countermeasure selection tool using decision tree logics that provide recommendations for the most effective countermeasures for a given condition and their associated benefits and disbenefits to aid in informed decision making as part of the predictive safety analysis tool described in Task 3.3.1. This should allow for manual overrides of safety countermeasure selection/weighting to better determine safety impacts of design changes at the project level. The tool will recommend systemic countermeasures based on their proven effectiveness in addressing common safety concerns at selected locations that address relevant roadway characteristics or key crash types.

3.3.3 Project Prioritization – Develop a project prioritization tool capable of providing a ranked list of projects. The prioritization framework should consider stakeholder feedback, data that establishes project need, project cost, and feasibility of implementation. Consultant will provide initial recommended prioritized list (see also, Task 5.1).

3.4 Training – Once developed, provide training on how to use and maintain the suite of tools, inclusive of up to six (6) hands-on module training sessions and up to two (2) sessions on data maintenance. It is recommended that training sessions use existing RTC projects from the Regional Transportation Improvement Program (RTIP) and/or Regional Transportation Plan (RTP) as case studies, where applicable.

TASK 3 DELIVERABLES:

- A. SPFs developed for key crash types, including documentation of methodology, assumptions, and local calibration factor
- B. CMF reference library, including documentation of sources, assumptions, and local applicability
- C. Volume estimation models for daily pedestrian, bicyclist, and motorist activity on roadway segments and intersections, with supporting statistical analysis of context variables
- D. Predictive safety analysis tool that auto-populates from roadway attribute datasets and supports scenario evaluation based on HSM Part C methodology
- E. Safety countermeasure selection tool that applies CMFs and allows for manual overrides with traceable rationale
- F. Project prioritization tool that ranks safety projects using predicted safety benefit, implementation feasibility, and stakeholder-informed criteria
- G. Integrated user documentation, including tool-specific user guides, data dictionaries for all inputs/outputs, and assumptions and methodology reports for SPFs, CMFs, and prioritization scoring
- H. Training materials and recordings, including agendas and exercises using RTC projects as case studies

Task 4: Stakeholder Engagement

4.1 Stakeholder Engagement Strategy – Develop an engagement strategy to include the VZTM Task Force as well as key stakeholders and a timeline for their engagement including feedback points to inform key decisions.

4.2 VZTM Task Force – Facilitate up to eight (8) VZTM Task Force meetings, virtually, in-person, or a combination thereof. This task will involve preparation of meeting agendas and summaries, and presentation materials. Meetings will be focused on development of the

Plan (Task 5) and may require additional subcommittee meetings as determined by the Task Force. This will not exceed four (4) additional meetings.

4.3 Agency Meetings – Agency-specific meetings or interviews to enhance collaboration between RTC and stakeholder agencies and/or to obtain endorsement of the Plan. Document each agency’s roadway/transportation priorities, which will be important for understanding the project feasibility, safety countermeasure selection, and project prioritization that are part of Task 3. This task will involve the preparation of meeting agendas and summaries and may involve preparation of interview questions or presentation materials. Total agency-specific interactions will not exceed 12 meetings/interviews.

4.4 Qualitative Data Analysis – Analysis of task force and stakeholder comments/discussions and the identification of themes to develop priorities that can be applied to project prioritization in Task 3.3.3.

TASK 4 DELIVERABLES:

- A. Engagement strategy summary memo
- B. Agendas, presentations, and meeting summaries for all applicable meetings
- C. If interviews are conducted, interview questions and verbatim transcripts of interviews
- D. Qualitative data analysis summary

Task 5: Plan Development and Dissemination

5.1 Plan Development – Prepare all versions (i.e., drafts, final) of the Plan, including any relevant appendices, memos, notes, etc. to be delivered in an electronic format (PDF and/or other format(s) as determined by RTC and Consultant). The Plan shall adhere to U.S. Department of Transportation requirements for CSAP as related to eligibility under the SS4A grant program and use the Safe System Approach. Consultant will develop the plan document in an electronic and printable format consistent with RTC design guidelines and ADA accessibility guidelines. The final Plan is anticipated to include the following sections:

- Executive Summary
- Introduction
 - Include a background of Vision Zero and of how it has been applied in the Truckee Meadows
- Leadership Commitment and Goal Setting
 - Reaffirm official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official(s) and/or government body(ies) to an eventual goal of

zero roadway fatalities and serious injuries. The commitment must include a goal and timeline achieved through one, or both, of the following:

- The target date for achieving zero roadway fatalities and serious injuries, or
 - A percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries
- Planning Structure
 - Describe and report on the past and planned activities of the Task Force and/or departments/partners that is/are charged with overseeing the Plan's development, implementation, and monitoring
 - Recommend the level of involvement required from all individuals/agencies involved in implementing the Plan, tracking progress, and reporting data and information
 - Safety Analysis
 - Research existing conditions and historical trends and provide a baseline level of crashes involving fatalities and serious injuries across the study area
 - Conduct an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (e.g., motorists, pedestrians, bicyclists, transit users)
 - Conduct an analysis of systemic and specific safety needs (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics, and structural issues)
 - To the extent practical, the analysis should include all roadways within the study area, without regard for ownership
 - Identify a HIN (or equivalent) based on the analysis of higher-risk locations
 - Engagement and Collaboration
 - Ensure representation and feedback from relevant individuals and agencies, including stakeholders, community groups, and members of the public
 - Integrate into the Plan the information received through engagements and collaboration
 - Seek inter- and intra-governmental collaboration as appropriate, aligning with other governmental plans and processes to the extent practicable
 - Policy and Process Changes
 - Analyze existing policies, plans, guidelines, and/or standards/manuals to identify opportunities to improve how processes prioritize transportation safety

- Discuss implementation through the adoption of revised or new policies, plans, guidelines, and/or standards/manuals, as appropriate
- Strategy and Project Selections
 - Identify a comprehensive set of projects and strategies—shaped by data, the best available evidence and noteworthy practices, and stakeholder input—that will address the safety problems described in the Plan
 - These interventions should focus on infrastructure, behavioral, and/or operational safety
 - Identify and mitigate data limitations, to the extent practicable
 - Prioritize projects and strategies, with associated descriptions/details and time ranges for when they will be deployed (e.g., short-, mid-, and long-term timeframes)
 - Explain criteria/methodology used for prioritization
- Progress and Transparency
 - Identify the method(s) to measure progress over time (at a minimum, with each update to the Plan), including outcome data that measures level of success
 - Recommend how often the Plan should be updated and to what extent it will be updated
 - Establish a means to ensure ongoing transparency with residents and other relevant stakeholders
 - Include, at a minimum, annual public and accessible reporting on progress toward reducing fatalities and serious injuries and public posting of the Plan online

5.2 Plan Presentations – Assist in preparing presentations for RTC’s Technical Advisory Committee, Citizens Multimodal Advisory Committee, and RTC Board. This will include at least four (4) separate presentations, made up of three (3) progress presentations and one (1) final presentation.

5.3 Plan Website – Provide all materials necessary to update the existing VZTM website. This includes, but is not limited to, information about the Task Force, the Plan, and link to the Plan itself. Additionally, provide industry best practices, recommendations, and content for a dashboard—to be developed by RTC—that will display an interactive version of the HIN, RTC’s safety projects, progress of the Plan, and other data and information.

TASK 5 DELIVERABLES:

- A. Completed Plan with associated files, including photos used in the Plan, presentations, and website
- B. Presentations used for advisory committee and board meetings, including native graphic files and photos
- C. Plan website materials and dashboard recommendations and materials

Anticipated Project Milestones:

- Project kick-off with Consultant and project management team – Month 1
- Data collection – Months 1–10
- VZTM Task Force and stakeholder engagement – Months 5–23
- Tool development – Months 1–18
- Plan development – Months 12–24

Exhibit B

Compensation

**Regional Transportation Group of Washoe County
Truckee Meadows Safety Action Plan**

Kimley-Horn and Associates, Inc.												
		Darryl dePencier	Mike Colety	Allison Fluitt	Analyst I	Analyst II	Professional	Sr. Professional I	Sr. Professional II	Project Support	TOTAL HOURS	TOTAL COST
Name		Project Manager	Principal-in-Charge	QC/QA Manager								
Category/Title												
Direct Rate		\$84.86	\$139.84	\$104.44	\$47.37	\$57.63	\$67.78	\$83.34	\$106.46	\$36.06		
Billing Rate		\$277.51	\$457.31	\$341.54	\$154.90	\$188.46	\$221.65	\$272.53	\$348.14	\$117.94		
Task 1	Project Administration	144	10	5	48	24	48	144		48	471	\$ 113,743.58
1.1	Invoicing and Progress Reports	48			48			48		24	168	\$ 36,667.11
1.2	Coordination	48				24	24	48		24	168	\$ 39,074.59
1.3	Management	48	10	5			24	48			135	\$ 38,001.88
Task 2	Data Collection and Analysis	140	5	10	660	320	40	380	20	600	2175	\$ 397,243.54
2.1	Roadway Attribute Data	20			200			40		300	560	\$ 82,811.49
2.2.1	Crash Data	10			40			40			90	\$ 19,872.04
2.2.2	Crash Data Analysis	20			200	100		120	20	300	760	\$ 130,422.48
2.3.1	Count Data	10			20			20			50	\$ 11,323.55
2.3.2	Traffic Analysis	60			200	100	40	60			460	\$ 91,693.89
2.4	Near-Miss Data	10						20			30	\$ 8,225.57
2.5	Data Collection and Analysis Summary	10	5	10		120		80			225	\$ 52,894.53
Task 3	Integrated Tool Development	160	60	20	220	400	870	410	10		2150	\$ 496,183.58
3.1	SPFs	60	10				320	120			510	\$ 124,853.80
3.2	Review of Existing Safety Tools	10	10		20	40	40	10			130	\$ 29,575.83
3.3	Tool Development	20	10		200		360	120			710	\$ 153,599.31
3.3.1	Predictive Safety Analysis	20	10	10		120	40				200	\$ 45,020.06
3.3.2	Safety Countermeasure Selection	20	10			240	80	60	10		420	\$ 92,918.93
3.3.3	Project Prioritization		10	10				40			60	\$ 18,889.53
3.4	Training	30					30	60			120	\$ 31,326.13
Task 4	Stakeholder Engagement	80		10	40	224		162			516	\$ 118,176.54
4.1	Engagement Strategy	10				40		50			100	\$ 23,939.82
4.2	VZTM Task Force	24				72		36			132	\$ 30,040.35
4.3	Agency Meetings	36				72		36			144	\$ 33,370.43
4.4	Qualitative Data Analysis	10		10	40	40		40			140	\$ 30,825.94
Task 5	Plan Development and Dissemination	92		60	160	260	140	70	10		792	\$ 173,395.97
5.1	Plan Development	40		20	160	160	80	30	10		500	\$ 102,257.89
5.2	Plan Presentations	32		20		40	40	40			172	\$ 43,016.44
5.3	Plan Website	20		20		60	20				120	\$ 28,121.65
	TOTAL HOURS	616	75	105	1128	1228	1098	1166	40	648	6104	
	Subtotal Labor:	\$170,943.90	\$34,298.38	\$35,861.80	\$174,726.34	\$231,431.90	\$243,369.27	\$317,764.26	\$13,925.47	\$76,421.90		\$ 1,298,743.22
	Other Direct Costs											\$ 200,500.00
	Travel/Mileage											\$ 5,500.00
	Street Simplified											\$ 120,000.00
	CA Group											\$ 75,000.00
	TOTAL COST:											\$ 1,499,243.22

Optional Tasks												
Task 6	Grant Support (Optional)											
6.1	Implementation Grant Support	20			5			20			45	\$ 11,775.12
6.2	Grant Compliance and Readiness	20						20			40	\$ 11,000.63
	InfraGrant Strategies - Subconsultant											\$ 15,000.00
	OPTIONAL TASKS TOTAL HOURS	40			5			40			85	\$ 37,775.75
	Optional Tasks Subtotal Labor:	\$ 11,100.25			\$ 774.50			\$ 10,901.00				\$ 37,775.75

Exhibit C

Indemnification and Insurance Requirements

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

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) 332-9511.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described below insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

*****Federally Required Clauses*****

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. NONDISCRIMINATION

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

A. Compliance with Regulations. CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. Information and Reports. CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the

Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must 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.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. INELIGIBLE CONSULTANTS

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. NOTICE OF FEDERAL REQUIREMENTS

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

9. THIRD-PARTY RIGHTS

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

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

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

Exhibit E

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

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

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

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: Garrett Rodgers, Project Manager

SUBJECT: Sparks Boulevard Capacity Improvement Project - NDOT LPA Amendment No. 2

RECOMMENDED ACTION

Approve Amendment No. 2 to the Local Public Agency Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Sparks Boulevard Capacity Improvement Project.

BACKGROUND AND DISCUSSION

The Sparks Boulevard Capacity Improvement Project (Project) will enhance safety, expand roadway capacity, and improve bicycle and pedestrian infrastructure by widening Sparks Boulevard to three lanes in each direction between the I-80 westbound off-ramps and Baring Boulevard.

As a sub-recipient of federal transportation funds through the Nevada Department of Transportation (NDOT), the RTC is seeking approval of Local Public Agency (LPA) Agreement Amendment No. 2. This amendment will obligate up to \$71,716,250 in Surface Transportation Block Grant (STBG) Funds awarded to the Project for Project construction, including NDOT construction engineering costs and RTC construction management costs. It also updates the agreement's termination date, revises RTC construction engineering cost, revises construction cost, and identifies available funding sources.

The total construction cost is \$68,790,790. The total RTC construction management cost is \$6,500,000. The RTC is responsible for a 5% match of the federal funds, not to exceed \$3,774,540, and for covering all costs beyond the obligated federal funds. The RTC acknowledges that NDOT is not responsible for any excess costs. NDOT will assist in Project completion and reimburse the RTC according to the terms outlined in the agreement.

Construction started in September 2025 and is expected to continue to July 2027.

This item supports the FY2025 RTC Goal, "Begin Project Construction: Sparks Boulevard Capacity Improvement".

FISCAL IMPACT

This project is funded using Federal and Local Fuel Tax Funds. Approval of the LPA Amendment would obligate \$9,100,000.00 in Federal STBG-Flex Funds and \$62,616,250.00 in STBG-WA Funds and a 5% RTC Fuel Tax Match in the amount of \$3,774,540.00. Total project funding is \$75,490,790.00. The RTC is responsible for one-hundred percent (100%) of all costs exceeding the obligated project funding. Funding for this item is included in the FY2025 budget and will be included in the FY2026 and FY2027 budgets.

PREVIOUS BOARD ACTION

2/21/2025 - Approved Amendment No. 1 to the Local Public Agency Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Sparks Boulevard Capacity Improvement Project.

Amendment No. 2 to
COOPERATIVE (LOCAL PUBLIC AGENCY) Agreement No. PR205-22-063

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502, hereinafter referred to as the "RTC".

WITNESSETH:

WHEREAS, on June 7, 2022, the Parties entered into Agreement No. PR205-22-063 to construct the Sparks Boulevard Widening Project; and

WHEREAS, on April 17, 2025, the parties entered into Amendment No. 1 to Agreement No. PR205-22-063; and

WHEREAS, the termination date must be amended due to additional time anticipated for contract construction and closeout; and

WHEREAS, the amount to be paid to the RTC must be increased by Nine Million Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$9,016,250.00) due to additional federal funding being awarded to the project; and

WHEREAS, this amendment is needed to update the contact information for the LPA Coordinator; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR205-22-063.

NOW, THEREFORE, the Parties agree as follows:

1. Article 1, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:

"To obligate Federal STBG funding for the PROJECT in a maximum amount of Seventy-One Million Seven Hundred Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$71,716,250.00)."

2. Article 2, Paragraph 21, is amended by deleting it in its entirety and inserting in its place:

"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Three Million Seven Hundred Seventy-Four Thousand Five Hundred Forty and No/100 Dollars (\$3,774,540.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."

3. The termination date referenced in Article 3, Paragraph 1, shall be changed from June 30, 2032, to June 30, 2033.

4. Article 3, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

"The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$ 200,000.00
RTC Construction Engineering Costs:	\$ 6,500,000.00
Construction	<u>\$ 68,790,790.00</u>

Total Estimated PROJECT Costs: \$ 75,490,790.00

Available Funding Sources:

Federal STBG-Flex Funds:	\$ 9,100,000.00
Federal STBG-WA Funds:	\$ 62,616,250.00
RTC Match Funds:	<u>\$ 3,774,540.00</u>

Total PROJECT Funding: \$ 75,490,790.00”

5. Article 3, Paragraph 14, is amended by deleting it in its entirety and inserting in its place:

“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:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Aron Chan, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7519
Fax: (775) 888-7401
Email: aron.chan@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
Attn: Garrett Rodgers, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 332-2139
Fax: (775) 348-3256
Email: grodgers@rtcwashoe.com”

6. Article 3, Paragraph 33, is amended by deleting it in its entirety and inserting in its place:

“The anticipated schedule of STBG-WA funding availability is as follows:

FFY25	\$	22,971,984.00
FFY26*	\$	9,161,425.00
FFY27*	\$	9,161,425.00
FFY28*	\$	9,161,425.00
FFY29*	\$	9,161,425.00
FFY30*	\$	<u>2,998,566.00</u>
Total:	\$	62,616,250.00

*Subject to the amounts of Federal STBG funds available, this schedule shall be amended based on the federal funding set forth in federal transportation legislation.”

7. All of the other provisions of Agreement No. PR205-22-063 dated June 7, 2022, and Amendment No. 1 dated April 17, 2025, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named Parties have hereunto set their hands and executed this Amendment on the date first written above.

Regional Transportation Commission of
Washoe County

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Legality & Form:

Deputy Attorney General



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.4.2

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

SUBJECT: Sierra Street Bridge Replacement NDOT LPA Agreement - Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the Local Public Agency Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the Sierra Street Bridge Replacement Project.

BACKGROUND AND DISCUSSION

The Sierra Street Bridge Replacement Project includes demolition and replacement of the existing Sierra Street Bridge. The LPA Agreement authorized the expenditure of federal funds for design and construction of the Project. NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions in the agreement.

This LPA Amendment is necessary to change funding types and amounts based on funding availability. This amendment will reduce Surface Transportation Block Grant (STBG) Bridge funds (95/5) from \$10,800,000 to \$4,700,000; reduce Bridge Formula Program (BFP) funds for Off-System Bridges (100/0) from \$16,000,000 to \$12,675,000; add Bridge Formula Program (BFP) funds for On-System Bridges (95/5) in the amount of \$9,425,000; and increase the local RTC match from \$568,421 to \$743,421.

FISCAL IMPACT

This amendment will not change the total amount of federal funding allocated to the Project, which is \$26,800,000, to be obligated in FFY2026. Although the local RTC match shown in the LPA Amendment increased due to a change from (100/0) funds to (95/5), the overall local RTC funds programmed for the Project will not change.

PREVIOUS BOARD ACTION

4/21/2023 - Approved a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Sierra Street Bridge Replacement Project.

Amendment No.1 to
COOPERATIVE (LOCAL PUBLIC AGENCY) Agreement No. PR202-23-063

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502, hereinafter referred to as the "RTC."

WITNESSETH:

WHEREAS, on April 27, 2023, the parties entered into Agreement No. PR202-23-063 for design and construction of the Sierra Street Bridge Replacement Project; and

WHEREAS, the Agreement must be amended to update the funding sources to include Bridge Formula Program (BFP) at ninety-five percent (95%) reimbursement; and

WHEREAS, the Agreement must be amended to update the contact information for the Local Public Agency (LPA) Coordinator and the RTC Project Manager; and

WHEREAS, the amount to be paid by the RTC must be increased by One Hundred Seventy-Five and No/100 Dollars (\$175,000.00) due to the replacement of one hundred percent (100%) BFP with ninety-five percent (95%) BFP; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR202-23-063.

NOW, THEREFORE, the Parties agree as follows:

1. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:
"To obligate funding for the PROJECT in a maximum amount of Twelve Million Six Hundred Seventy-Five Thousand and No/100 Dollars (\$12,675,000.00) of Federal BFP one hundred percent (100%) funding, Nine Million Four Hundred Twenty-Five Thousand and No/100 Dollars (\$9,425,000.00) of Federal BFP ninety-five percent (95%) funding, and Four Million Seven Hundred Thousand and No/100 Dollars (\$4,700,000.00) of Federal STBG Bridge funding."
2. Article I, Paragraph 19, is amended by deleting it in its entirety and inserting in its place:
"To reimburse the RTC upon receipt of an invoice utilizing one hundred percent (100%) of BFP one hundred percent (100%) funds, ninety-five percent (95%) of BFP ninety-five percent (95%) funds, and ninety-five percent (95%) of STBG Bridge funds for eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may _____ be _____ obtained _____ from <http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf>."
3. Article II, Paragraph 21, is amended by deleting it in its entirety and inserting in its place:
"To be responsible for the five percent (5%) match of Federal BFP ninety-five percent (95%) and Federal STBG Bridge funds in an amount not to exceed Seven

Hundred Forty-Three Thousand Four Hundred Twenty-One and No/100 Dollars (\$743,421.00), and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal Funds."

4. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:
 "The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$	69,000.00
RTC Preliminary Engineering Costs:	\$	3,431,000.00
DEPARTMENT Construction Engineering Costs:	\$	119,000.00
Construction Costs:	\$	<u>23,924,421.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$	27,543,421.00

Available Funding Sources:

Federal BFP Funds (100%):	\$	12,675,000.00
Federal BFP Funds (95%):	\$	9,425,000.00
Federal STBG Bridge Funds (95%):	\$	4,700,000.00
RTC Match Funds:	\$	<u>743,421.00</u>
<u>Total PROJECT Funding:</u>	\$	27,543,421.00

Additional RTC funds outside this agreement: \$ 6,056,579.00"

5. Article III, Paragraph 13, is amended by deleting it in its entirety and inserting in its place:
 "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:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
 Attn: Aron Chan, P.E.
 Local Public Agency Coordinator
 Nevada Department of Transportation
 Roadway Design
 1263 South Stewart Street
 Carson City, NV 89712
 Phone: (775) 888-7519
 Fax: (775) 888-7401
 Email: aron.chan@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
 Attn: Bryan Byrne, P.E., Project Manager

Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite #108
Reno, NV 89502
Phone: (775) 335-1865
Fax: (775) 348-1058
Email: bbyrne@rtcwashoe.com

6. All of the other provisions of Agreement No. PR202-23-063 dated April 27, 2023, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Regional Transportation Commission of
Washoe County

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Legality and Form:

Deputy Attorney General



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.4.3

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: West Fourth Street Safety Project - NDOT LPA Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the Local Public Agency Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Project.

BACKGROUND AND DISCUSSION

The West Fourth Street Safety Project will reconstruct West Fourth Street from West McCarran Boulevard to Vine Street and implement the safety improvements identified in the Nevada Department of Transportation's West Fourth Street Safety Management Plan. Planned enhancements include roundabouts at Stoker Avenue and Summit Ridge Drive, a lane reduction, new bike lanes, and a multi-use path.

As a subrecipient of federal transportation funds administered by the Nevada Department of Transportation (NDOT), the RTC is requesting approval of Local Public Agency (LPA) Agreement Amendment No. 1. This amendment updates funding amounts to reflect the construction bid and incorporates adjustments requested by NDOT due to obligation timelines associated with other state transportation projects.

Construction is anticipated to begin in March 2026.

This item supports Strategic Roadmap Goal #5, "Improve network safety" and FY2026 RTC Goal, "Begin Project Construction: W 4th Street Safety".

FISCAL IMPACT

The project is funded using Federal and Local Fuel Tax funds. Approval of the LPA Amendment 1 would obligate \$14,091,056 in HSIP federal funds with a local match, which amounts to \$466,455. Additional Local Fuel Tax funds will fund the remainder of the anticipated construction costs in the amount of \$9,379,210.

PREVIOUS BOARD ACTION

10/20/2023 - Approved a Local Public Agency (LPA) Agreement with the Nevada Department of Transportation for the use and reimbursement of federal funds on the West Fourth Street Safety Improvements project.

Amendment No. 1 to
COOPERATIVE (LOCAL PUBLIC AGENCY) Agreement No. PR563-23-063

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502, hereinafter referred to as the "RTC".

WITNESSETH:

WHEREAS, on November 3, 2023, the parties entered into Agreement No. PR563-23-063 to construct the West Fourth Street Safety Improvements Project; and

WHEREAS, this amendment is needed to update the funding sources to include Highway Safety Improvement Program (HSIP) at 100% reimbursement; and

WHEREAS, the amount to be paid to the RTC must be increased by Two Hundred Sixty-Three Thousand Fifty-Six and No/100 Dollars (\$263,056.00) due to additional federal funding being awarded to the project; and

WHEREAS, this amendment is needed to update the contact information for the Local Public Agency (LPA) Coordinator; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR563-23-063.

NOW, THEREFORE, the parties agree as follows:

1. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:

"To obligate Federal HSIP funding for the PROJECT in a maximum amount of Fourteen Million Ninety-One Thousand Fifty-Six and No/100 Dollars (\$14,091,056.00)."

2. Article I, Paragraph 19, is amended by deleting it in its entirety and inserting in its place:

"To reimburse the RTC upon receipt of an invoice utilizing one hundred percent (100%) of HSIP one hundred 100% funds and ninety-five percent (95%) of HSIP ninety-five percent (95%) funds for eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>."

3. Article II, Paragraph 22, is amended by deleting it in its entirety and inserting in its place:

"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Four Hundred Sixty-Six Thousand Four Hundred Forty-Five and No/100 Dollars (\$466,445.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted

appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.”

4. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:

“The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Construction Engineering Costs:	\$ 61,000.00
RTC Construction Engineering Costs:	\$ 2,393,500.00
Construction Costs:	<u>\$ 12,103,001.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 14,557,501.00

Available Funding Sources:

Federal HSIP Funds (95%):	\$ 8,862,460.00
Federal HSIP Funds (100%):	\$ 5,228,596.00
RTC Match Funds:	<u>\$ 466,445.00</u>
<u>Total PROJECT Funding:</u>	\$ 14,557,501.00

Additional Local Funds Not Included in Agreement: \$ 9,379,210.00”

5. Article III, Paragraph 14, is amended by deleting it in its entirety and inserting in its place:

“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:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director
Attn: Aron Chan, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7519
Fax: (775) 888-7401
Email: aron.chan@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
Attn: Scott Gibson, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite #108
Reno, NV 89502

Phone: (775) 335-1874
Fax: (775) 348-0170
Email: sgibson@rtcwashoe.com”

- 6. All of the other provisions of Agreement No. PR563-23-063 dated November 03, 2023, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Regional Transportation Commission of Washoe County

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Legality & Form:

Deputy Attorney General



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.4.4

To: Regional Transportation Commission

From: Austin McCoy, Project Manager

SUBJECT: Military Road Capacity & Safety Project - Construction Management Professional Service Agreement

RECOMMENDED ACTION

Approve a contract with Lumos and Associates, Inc., for construction management services associated with the Military Road Capacity and Safety Project, in an amount not-to-exceed \$2,484,950.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Lumos and Associates, Inc. (Lumos) is for construction management services for the Military Road Capacity and Safety Project (Project) in the amount of \$2,334,950, with a project contingency in the amount of \$150,000. The project aims to enhance traffic operations and improve safety along Military Road, stretching from Lemmon Drive to Lear Boulevard. Construction is anticipated to begin in May 2026 and continue through mid-2027.

Lumos was selected as the most qualified firm through the Request for Proposals (RFP) process to perform construction management services including, but not limited to, construction administration and documentation, quality assurance inspection and testing, survey staking, and public outreach for the Military Road Capacity and Safety Project. Negotiation of the scope, schedule and budget resulted in the not-to-exceed fee amount that is within the appropriated budget.

The tentative construction start is Spring 2026 with an anticipated duration of 295 working days.

FISCAL IMPACT

Fuel tax and RRIF North appropriations are included in the FY 2026 Budget for this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2026, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Lumos and Associates, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Construction Management Services in connection with the Military Road Capacity and Safety Project; and

WHEREAS, Lumos and Associates, Inc., the Design Consultant, performed services including final design, cost analysis, and special provisions for the Project; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2028, 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 Exhibit A-2 – Project Team. 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 and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Engineering During Construction Services	\$2,334,950.00
<u>Engineering During Construction Services Contingency</u>	<u>\$150,000.00</u>

Total Not-to-Exceed Amount \$2,484,950.00

- 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 Austin McCoy 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 Alex Greenblat 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
Austin McCoy
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email:
(775)335-1824

CONSULTANT: Steven G. Moon, P.E.
Construction Director
Alex Greenblat, P.E.
Group Manager, Engineering
Lumos and Associates, Inc.
950 Sandhill Road, Suite 100
Reno, Nevada 89521
Email: agreenblat@lumosinc.com
(775) 827-6111

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

LUMOS & ASSOCIATES, INC.

By: _____
Steven G. Moon, P.E., Director, Construction Division

Exhibit A

Scope of Services and Project Team

EXHIBIT A-1

CONSTRUCTION MANAGEMENT SCOPE OF SERVICES **FOR THE** **MILITARY ROAD CAPACITY & SAFETY PROJECT**

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno and Washoe County, is currently in the final design phase of the Military Road Capacity and Safety Project (Project). The Project will widen Military Road to 4 lanes from Lemmon Drive to Lear Boulevard, construct new signalized intersections at Lear Boulevard, Finnsech Drive, and Tulear Street and provide intersection safety, drainage, and multimodal improvements through the corridor. The Project limits are between Lemmon Drive and Lear Boulevard in Reno, Nevada.

The Project is on Military Road, an arterial facility that connects single and multi-family residential areas and industrial facilities to Lemmon Drive. The Project limits extend from Lear Boulevard and Lemmon Drive. The corridor has mixed-use development with industrial businesses, residential housing, Reno Stead Airport, Stead Water Treatment Plant, and soon to be Advanced Purified Water Facility at American Flats on the southwest corner of Military Road and Lear Boulevard (APWF). Improvements are needed to address operational and capacity deficiencies and improve safety and mobility for all modes of traffic.

The Military Road Capacity and Safety Project will rehabilitate and widen Military Road from two lanes to four lanes from approximately 100 feet west of Lemmon Drive to 500 feet northwest of the Military Road and Lear Boulevard intersection, requiring roadway widening on each side of Military Road. Drainage and roadway improvements along Tholl Drive will also be included in the Project. A separated multi-use path will be constructed along the west wide of Military Road within the Project limits. To provide pedestrian connectivity on the east side of the corridor, sidewalk will be constructed where it currently does not exist. This project also includes storm drain installation, drainage channels, and a retention basin at the south end of the Project.

Significant coordination with utility companies will be required. Utilities along the corridor including NV Energy, TMWA, AT&T, Charter will be relocated as part of the Project. Truckee Meadows Water Authority (TMWA) water main lines will be relocated in two locations due to the profile adjustments on Tholl Drive and conflicts with proposed storm drain. NV Energy Gas and NV Energy Transmission intend to perform line relocations along Military Road in advance of the RTC Project. City of Reno sewer force main will be relocated in two locations due to conflicts with proposed storm drain.

New signalized intersections will be installed along Military Road at Lear Boulevard, Finnsech Drive, and Tulear Street. To enhance safety, control access and improve operations, a raised center median will be constructed through most of the project. The project will also improve ADA accessible facilities, drainage facilities, and some landscaping.

Major right-of-way acquisitions are currently underway. These include Fee acquisitions, Permanent Easements, Utility Easements, and Temporary Construction Easements. Maintaining business and residential access, and communicating Project impacts effectively to property owners, tenants, and the traveling public are vital to the success of this Project.

The scope of this project will include construction administration, construction surveying, full-time construction inspection, materials testing, public outreach, project closeout, and construction services contingency.

1. CONSTRUCTION ADMINISTRATION

CONSULTANT will provide contract administration services as follows:

- Coordinate and lead a preconstruction meeting prior to commencement of work and will prepare and issue via PDF an agenda and meeting summary.

- Coordinate and lead weekly construction progress meetings either on site, at the RTC Terminal building, or via Microsoft Teams, whichever venue may be appropriate. Prepare and issue via PDF an agenda and meeting summary for each weekly meeting.

- o Anticipated 52 weekly meeting occurrences in this Task.

- Perform construction coordination

- Review and provide recommendations on contractor's traffic control plans

- Review contractor submittals for conformance to the contract documents

- Review and provide recommendations on test results

- Review and provide recommendations on contractor's construction schedule and work progress

- Review construction for acceptance and/or mitigation

- Provide verification and approval of contractor's monthly pay request

- Supervise the inspection and material testing activities

- Provide recommendations to the RTC for any necessary construction changes due to field conditions

- Assist in change order review and approval

- Review and assist with responses to Requests for Information (RFI's)

- Develop and maintain an RFI log

- Assist the Contractor and RTC with utility company coordination for relocations and inspections

2. CONSTRUCTION STAKING

CONSULTANT will provide construction staking at offsets designated by the contractor for:

- PCC improvements including curb and gutter, median curb, valley gutter and spandrels, pedestrian ramps, shared use path, and driveway aprons

- Drainage improvements including headwalls, box culverts, storm drain pipe, manholes, end sections, catch basin, drainage channels, and retention basins

- Sewer force main relocation

- Water main improvements

- Signage installations or relocations

- Traffic and electrical improvements including vaults/cabinets, signal poles, and pedestals

- Landscaping improvements including tree relocations and shrub placement

- Roadway alignment and finish grade of the roadways. This will be limited to one (1) set of finish grade stakes.

CONSULTANT will prepare a record of survey for survey monuments installed in the affected roadways. Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using local combined scale factor to establish ground values for the project. Punch marks along with a "PLS" number will be placed on newly installed street centerline monuments. A Record of Survey will be prepared and filed with the Office of the Washoe County Recorder depicting the final right of way configuration and documenting the new and re-established survey monuments.

3. CONSTRUCTION INSPECTION

The following staffing shall be provided for the duration of project construction:

Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full-time Senior Inspector, ten (10) hour workdays for Two Hundred Ninety Five (295) shifts, for a total of 2,950 hours and one full-time materials technician/supplemental inspector, eight (8) hour workdays for Two Hundred Sixty (260) shifts, for a total of 2,080 hours.

The inspectors will:

Attend the preconstruction conference

Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications

Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others

Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).

Provide quantity reports and assist in review of contractor's monthly progress payments

Provide verification of the distribution of public relation notices required to be delivered by the contractor

Assist in preparation of the Punch List

Maintain a field blue line set of drawings to incorporate contractor record drawing mark-ups

4. MATERIALS TESTING

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

The following tests and frequencies shall be performed:

Materials to be tested will include asphalt concrete, micro-surfacing, aggregate base, native subgrade material, structural fill, pipe bedding, and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s). Laboratory tests are anticipated to include cement treated base compression tests, moisture density curves, Atterberg limits, sieve analysis, R-value, sand equivalent, durability index, Ring & Ball softening, residue by evaporation, and concrete compression tests.

Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for asphalt concrete placement, and on-site PCC testing & sampling. Eight hundred eighty (880) hours of sampling and field testing are anticipated.

Document Hot Mix Asphalt (HMA) test results in the RTC's HMA Summary Spreadsheet. HMA Summary Spreadsheet to be provided by the RTC.

Document Concrete test results in the RTC's Concrete Summary Spreadsheet. Concrete Summary Spreadsheet to be provided by the RTC.

Provide AC Testing. Provide asphalt concrete tests at a frequency of every five hundred (500) tons placed. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability, and Marshall unit weight. Sixty-Six (66) – hot mix samples are anticipated.

Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Two Hundred Fifty-Two (252) – asphalt cores, including joint cores are anticipated. Test reports will also include percent compaction.

5. PUBLIC OUTREACH

CONSULTANT will provide public and stakeholder involvement and outreach services to support the RTC's efforts to continue to engage project stakeholders and the public through construction.

The CONSULTANT will support the AGENCY's Project Manager and Public Information Officer (PIO) by providing the following services:

- Provide documentation of all public outreach activities;
- Assist the AGENCY in responding to public inquiries, including but not limited to telephone and e-mail correspondences. CONSULTANT will establish and maintain a project telephone hotline and project email;
- Provide support for presentations to businesses, community groups, and neighborhood associations as directed by the AGENCY;
- Develop and distribute Project collateral materials such as graphics, flyers and construction notices through mailings, business displays, neighborhood notices, etc. in accordance with AGENCY and Project style guidelines and provide ample time for review and editing. High resolution copies of all material will be provided to AGENCY for distribution on social media platforms and websites;
- Draft stakeholder updates to be distributed via email on a weekly and as-needed basis;
- Assist the AGENCY's PIO with media relations, including gathering or providing information needed for press releases, requests from the media, and newsletters;
- Provide content to the RTC for regular updates to the Project website;
- Add to and maintain existing Project stakeholder databases;
- Meet with Project stakeholders as needed and as directed by the AGENCY. Provide documentation of stakeholder meetings including who, when, and issue(s) discussed;
- Address community or stakeholder issues that may arise; and
- Attend weekly construction meetings to gather information to fulfill activities above.

The CONSULTANT may attend periodic meetings as needed with the AGENCY PIO, Project Manager and other staff to provide updates on stakeholder concerns and public outreach activities.

OPTIONAL: CONSULTANT will assist in developing and staging site visits and special events including but not limited to a Project ribbon-cutting ceremony.

6. PROJECT CLOSEOUT REPORT

CONSULTANT will prepare a project closeout package with signed/sealed cover sheet/summary letter for the RTC that includes project description, personnel, significant dates, compiled testing and inspection reports, meeting summaries, acknowledgement of improvements, final quantities, liquidated damages, record drawings, substantial completion recommendation and final acceptance and relief of maintenance recommendation.

7. CONSTRUCTION SERVICES CONTINGENCY (OPTIONAL)

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

ASSUMPTIONS/EXCLUSIONS:

Work outside the established scope of work can be performed on a time and materials basis in accordance with Exhibit B-1

Prevailing wages are not assumed for our technicians and surveyors

Any time necessary to complete design revisions during construction (EDC) or produce record drawings is excluded from this scope and was included as an amendment to the design contract.

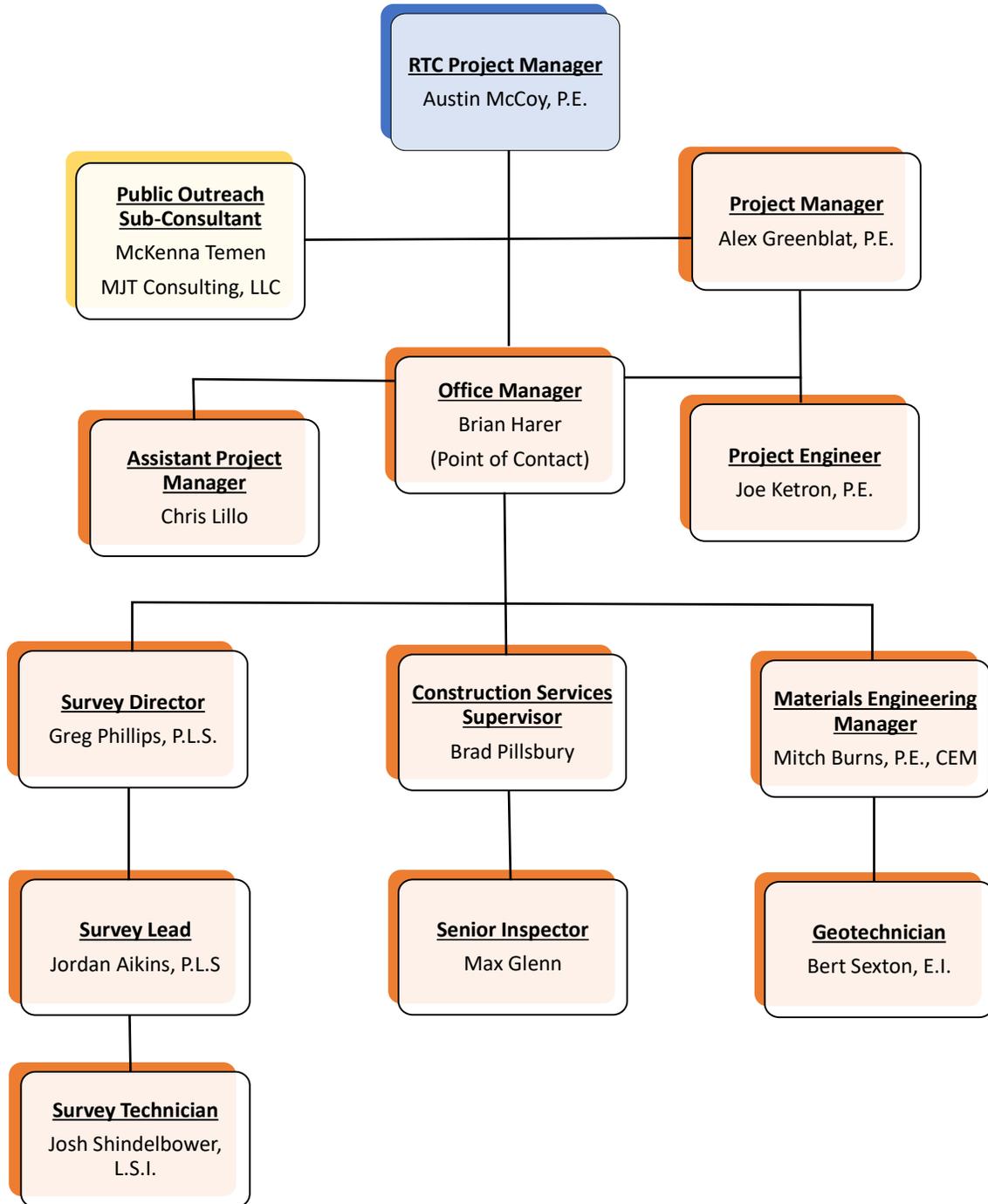


Exhibit B

Compensation – Fee Schedule and Breakdown

Engineering	Per Hour
Director	\$315
Group Manager	295
Project / Senior Project Manager	245/265
Staff / Project / Senior Engineer	200/215/225
Project / Senior / Lead Project Coordinator	190/205/215
Engineering Technician I / II / III / IV / V	115/145/155/165/175
Construction	Per Hour
Director	\$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Project / Senior Geotechnical Engineer	215/225
Construction Services Supervisor / Engineer	180/195
Project / Senior Project Coordinator	190/200
Geotechnician	180
Inspector / Senior Inspector (includes nuclear gauge)	165/175
Construction Technician I / II / III / IV	125/135/145/155
Materials Technician I / II / III / IV (includes nuclear gauge)	115/125/135/145
Surveying	Per Hour
Director	\$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Associate / Staff / Project / Senior Surveyor	185/200/215/225
Project / Senior Project Coordinator	190/200
Photogrammetrist / Photogrammetry Manager	175/215
Surveying Technician I / II / III / IV / V	100/145/155/165/175
Party Chief / Sr. Party Chief	195/225
Administrative & Other Services	Per Hour
Administrative Support	\$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

Testing/Inspection	Per Hour
Director	\$315
Group Manager	295
Assistant / Project / Senior Project Manager	220/245/265
Project / Senior Geotechnical Engineer	215/225
Construction Services Supervisor / Engineer	180/195
Project / Senior Project Coordinator	190/200
Geotechnician	180
Inspector / Senior Inspector (includes nuclear gauge)	165/175
Construction Technician I / II / III / IV	125/135/145/155
Materials Technician I / II / III / IV (includes nuclear gauge)	115/125/135/145

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	550

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

**MILITARY ROAD
CAPACITY & SAFETY PROJECT**

**EXHIBIT B-2
CM FEE DETAIL**

260 Working Days

DATE: 2/3/2026

BUDGET ESTIMATE	MANAGEMENT		ENGINEERING			CONSTRUCTION					SURVEY			ADMIN	OTHER	TOTALS	
FEE	\$295	\$265	\$245	\$215	\$155	\$180	\$175	\$180	\$145	\$220	\$245	\$215	\$295	\$165	\$130		
TITLE	GROUP	SR. PROJECT	PROJECT	PROJECT	PROJECT	CONS. SERV.	SENIOR	GEO	MATERIALS	ASST. PROJ.	SURVEY	PROJECT	2 MAN	SURVEY	ADMINISTRATIV	SUBS OR	
TASK	MANAGER	MANAGER	MANAGER	ENGINEER	DESIGN III	SUPERVISOR	INSPECTOR	TECHNICIAN	TECHNICIAN IV	MANAGER	MANAGER	SURVEYOR	CREW	TECH IV	E SUPPORT	LAB COSTS	TOTAL
1 - Construction Administration																	
Construction Administration	80	520		520	120	100				100					120	\$16,000	\$363,400
Sub Total Hrs.	80	520		520	120	100				100					120		1,560
Sub Total \$	\$23,600	\$137,800		\$111,800	\$18,600	\$18,000				\$22,000					\$15,600		\$363,400
2 - Construction Staking																	
Construction Staking											270		720	520			\$364,350
Record of Survey											65		60	70			\$45,175
Sub Total Hrs.											335		780	590			1,705
Sub Total \$											\$82,075		\$230,100	\$97,350			\$409,525
3 - Construction Inspection																	
Inspection Coordination and Oversight	15	590				300				240							\$267,575
Construction Inspection							2950		2080								\$817,850
Sub Total Hrs.	15	590				300	2950		2080	240							6,175
Sub Total \$	\$4,425	\$156,350				\$54,000	\$516,250		\$301,600	\$52,800							\$1,085,425
4 - Materials Testing																	
Materials Testing Coordination and Oversight	10	120	120												120		\$79,750
Materials Testing (Field)									880								\$127,600
Materials Testing (Lab)																\$125,760	\$125,760
Sub Total Hrs.	10	120	120						880						120		1,250
Sub Total \$	\$2,950	\$31,800	\$29,400						\$127,600						\$15,600		\$333,110
5 - Public Outreach																	
Sub-consultant (MJT)																\$76,950	\$76,950
Lumos	20	60		40			40										\$37,400
Sub Total Hrs.	20	60		40			40										160
Sub Total \$	\$5,900	\$15,900		\$8,600			\$7,000										\$114,350
6 - Project Closeout Report																	
Report Compiling and Summary	10	30		16			40								60		\$29,140
Sub Total Hrs.	10	30		16			40								60		156
Sub Total \$	\$2,950	\$7,950		\$3,440			\$7,000								\$7,800		\$29,140
7 - Construction Services Contingency																	
Construction Contingency																\$150,000	\$150,000
Sub Total Hrs.																	
Sub Total \$																\$150,000	\$150,000
Total Hrs.	135	1,320	120	576	120	400	3,030	-	2,960	340	335	-	780	590	300	-	11,006
TOTAL CONSTRUCTION SERVICES:	\$39,825	\$349,800	\$29,400	\$123,840	\$18,600	\$72,000	\$530,250		\$429,200	\$74,800	\$82,075		\$230,100	\$97,350	\$39,000	\$368,710	\$2,484,950

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) 332-9511.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described below insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.4.5

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation – Stonefield Homeowners Association

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire property and/or property interests on APN 080-771-13 and 080-831-01 from Stonefield Homeowners Association, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct roadway capacity, a multi-use path, and drainage and safety improvements along Military Road between Lemmon Drive and Lear Boulevard. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, RTC has been authorized to negotiate and/or initiate eminent domain proceedings to property when necessary for the project. RTC needs to acquire property and/or property interests as specified in the attached Resolution of Condemnation.

RTC has been working with the property owner in an effort to reach a mutually acceptable agreement. Those efforts have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner and attempt to reach a mutually acceptable agreement. RTC has provided notice of this agenda item to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property for the project have been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-09

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Stonefield Homeowner’s Association.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. RTC needs the property interests attached hereto, and incorporated herein by reference, for the Project (collectively, the “Property Interests”). The Property Interests are shown in the schedules attached hereto.
2. RTC staff has previously contacted the owner(s) about the Property Interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Interests through purchase have been unsuccessful to date.
3. The Property Interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. The Property Interests described herein are necessary for such public use.
5. By certified mail sent on February 2, 2026,, proper notice of the RTC’s intent to consider eminent domain action to acquire the Property Interests of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. RTC's legal counsel shall initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Interests.

2. RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Interests.

3. RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Interests for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on February 20, 2026

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

- Schedule 1 – Permanent easement on a portion of APN 080-771-13
- Schedule 2 – Permanent easement on a portion of APN 080-831-01
- Schedule 3 – Temporary construction easement on a portion of APN 080-771-13
- Schedule 4 – Temporary construction easement on a portion of APN 080-831-01

SCHEDULE 1

FORM OF PERMANENT EASEMENT DEED

Ptn. of APN: 080-771-13

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-771-13

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 2025, by STONEFIELD HOMEOWNERS ASSOCIATION, a Nevada nonprofit corporation ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and other improvements and appurtenances in said location.

A portion of APN 080-771-13
PE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area A as shown and delineated on that certain map entitled OFFICIAL PLAT OF PEEK PARCEL UNIT 1 PHASE 1, Subdivision Tract Map No. 4185, recorded on April 2, 2003, as File No. 2831360, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 83°43'24" East, 2348.00 feet to a point on the westerly line of said Common Area A of Tract Map 4185 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE leaving said northeasterly right-of-way of Military Road, North 56°42'49" East, 5.00 feet;

THENCE South 33°17'11" East, 18.66 feet;

THENCE South 48°17'11" East, 10.37 feet;

THENCE South 71°05'35" East, 22.52 feet;

THENCE North 75°31'46" East, 31.43 feet;

THENCE South 56°42'49" West, 11.24 feet;

THENCE South 33°17'11" East, 9.00 feet to a point on the northwesterly right-of-way of Tulear Street and the beginning of a non-tangent curve, concave northerly, having a radius of 40.00 feet, the radius point of said curve bears North 33°17'11" West;

THENCE westerly along said right-of-way along said curve a distance of 62.83 feet, through a central angle of 90°00'00";

THENCE North 33°17'11" West, 25.61 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 802 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

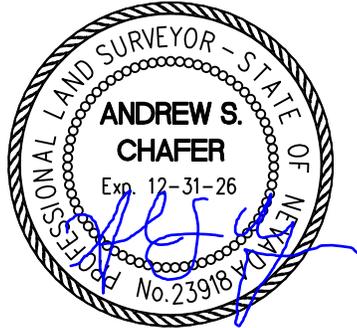
Prepared by:

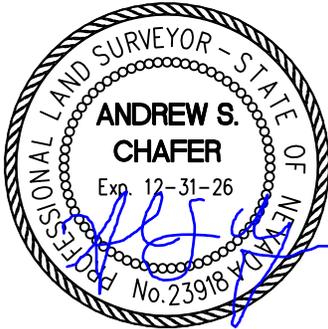
Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.03.10 14:53:47-07'00'

Lumos & Associates, Inc.

Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





SEC 33,
T21N,
R19E

SEC 32

SEC 5,
T20N,
R19E

MILITARY RD

N83°43'24"E
2348.00'
TCE & PE
P.O.B.

PE AREA =
802± SQ. FT.

TCE AREA = 828± SQ. FT.
5' PUBLIC UTILITY &
DRAINAGE EASEMENT
T4185

COMMON AREA A
T4325
APN: 080-771-13
STONEFIELD
HOMEOWNERS
ASSN

LOT 6
T4185
APN:
080-771-07
PFEIFER

LOT 5
T4185
APN:
080-771-08
FARFAN-
VALIENTE

9' PUBLIC USE
EASEMENT
T4185

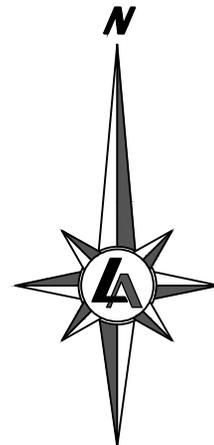
R=40.00', L=62.83'
Δ=90°00'00"

TULEAR ST

LINE TABLE		
LINE	BEARING	LENGTH
L1	N33°17'11"W	98.75'
L2	N56°42'49"E	4.50'
L3	S33°17'11"E	90.85'
L4	S72°41'47"E	7.51'
L5	S33°17'11"E	19.76'
L6	S71°05'35"E	42.40'
L7	S75°31'46"W	14.54'
L8	N71°05'35"W	22.52'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N48°17'11"W	10.37'
L10	N33°17'11"W	18.66'
L11	S56°42'49"W	5.00'
L12	N75°31'46"E	31.43'
L13	S56°42'49"W	11.24'
L14	S33°17'11"E	9.00'
L15	N33°17'11"W	25.61'

(R)



LUMOS
& ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA A , T4185
APN: 080-771-13
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
SCALE: 1" = 30'
JOB NO: 11026.000

SCHEDULE 2

FORM OF PERMANENT EASEMENT DEED

Ptn. of APN: 080-831-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-831-01

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 2025, by STONEFIELD HOMEOWNERS' ASSOCIATION, A NEVADA CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and other improvements and appurtenances in said location.

A portion of APN 080-831-01
PE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area C as shown and delineated on that certain map entitled OFFICIAL PLAT OF PEEK PARCEL UNIT 1 PHASE 3, Subdivision Tract Map No. 4371, recorded on August 3, 2004, as File No. 3078053, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 87°21'08" East, 2431.32 feet to a point on the westerly line of said Common Area C of Tract Map 4371 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 8.13 feet to the beginning of a tangent curve, concave easterly, having a radius of 40.00 feet;

THENCE northerly along said right-of-way and curve a distance of 18.97 feet, through a central angle of 27°10'39" to the **POINT OF BEGINNING**;

THENCE continuing along said curve a distance of 15.70 feet, through a central angle of 22°29'01";

THENCE leaving said right-of-way of Military Road, South 52°07'53" East, 8.51 feet;

THENCE South 14°03'47" West, 10.00 feet;

THENCE South 83°54'25" West, 5.72 feet to a point on the northeasterly right-of-way of Military Road, said point being the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 91 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

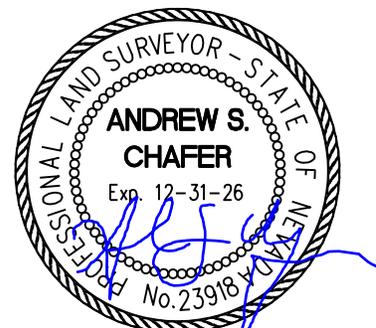
Refer to Exhibit "B" attached hereto and by this reference made a part of.

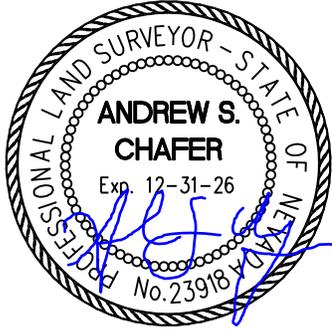
Prepared by:

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this document
Date: 2025.02.03
14:58:53-08'00'





TULEAR ST

R=40.00', L=10.76'
Δ=15°24'41"

S73°36'34"E (R)

PE AREA =
91± SQ. FT.
R=40.00', L=15.70'
Δ=22°29'01"

PE
P.O.B.

N52°07'53"W
8.51'
10.00'
N14°03'47"E
5.72'
N83°54'25"E

R=40.00', L=18.97'
Δ=27°10'39"

N33°17'11"W 8.13'

N87°21'08"E

2431.32'

TCE
P.O.B.

S54°13'42"E
18.31'

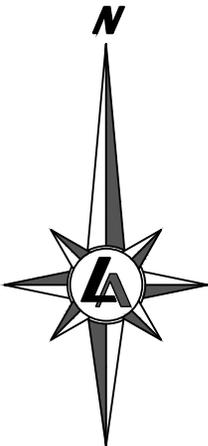
S53°22'25"E (R)

Δ=68°14'04", R=30.00', L=35.73'

APN:
080-831-01
STONEFIELD
HOMEOWNERS
ASSN
COMMON
AREA C
T4371

TCE AREA =
548± SQ. FT.

S56°42'49"W
10.01'
10' P.U.E.
PER T4731



MILITARY RD

SEC 33,
T21N,
R19E

SEC 32

SEC 5, T20N, R19E



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4371
APN: 080-831-01
PORTION OF SEC. 33, T21N, R9E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025

SCALE: 1" = 10'

JOB NO: 11026.000

SCHEDULE 3

FORM OF TEMPORARY EASEMENT DEED

Ptn. of APN: 080-771-13

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-771-13

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 2025, by STONEFIELD HOMEOWNERS ASSOCIATION, a Nevada nonprofit corporation ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 080-771-13
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area A as shown and delineated on that certain map entitled OFFICIAL PLAT OF PEEK PARCEL UNIT 1 PHASE 1, Subdivision Tract Map No. 4185, recorded on April 2, 2003, as File No. 2831360, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 83°43'24" East, 2348.00 feet to a point on the westerly line of said Common Area A of Tract Map 4185 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE northwesterly along said northeasterly right-of-way of Military, North 33°17'11" West, 98.75 feet;

THENCE leaving said right-of-way, North 56°42'49" East, 4.50 feet to the northerly corner of said Common Area A;

THENCE southeasterly along the northwesterly line of said Common Area A, South 33°17'11" East, 90.85 feet;

THENCE South 72°41'47" East, 7.51 feet;

THENCE leaving the northerly line of said Common Area A, South 33°17'11" East, 19.76 feet;

THENCE South 71°05'35" East, 42.40 feet;

THENCE South 75°31'46" West, 14.54 feet;

THENCE North 71°05'35" West, 22.52 feet;

THENCE North 48°17'11" West, 10.37 feet;

THENCE North 33°17'11" West, 18.66 feet;

THENCE South 56°42'49" West, 5.00 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 828 square feet, more or less.

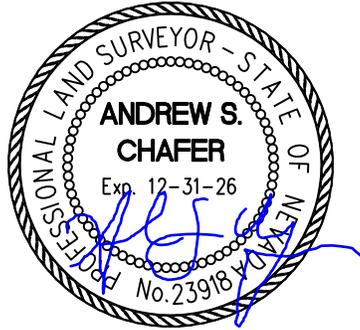
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

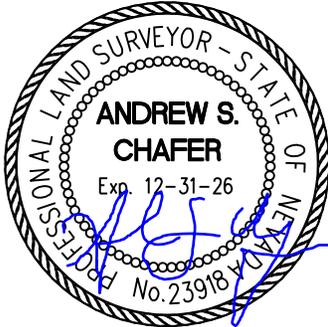
Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.02.03 09:48:22-08'00'



Lumos & Associates, Inc.

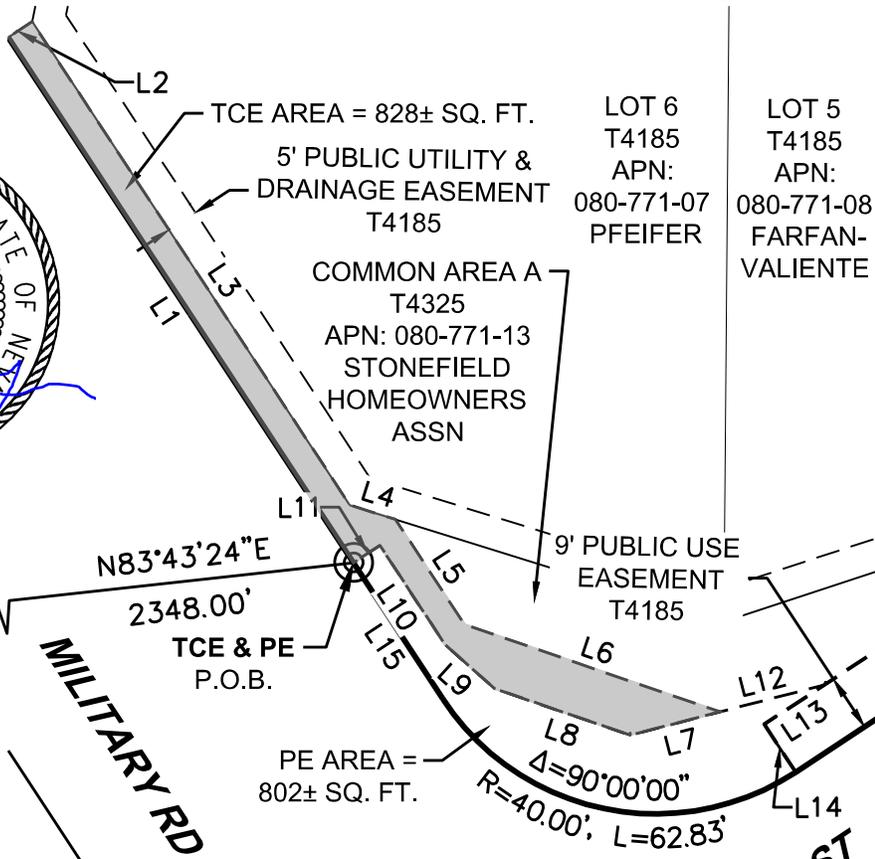
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



SEC 33,
T21N,
R19E

SEC 32

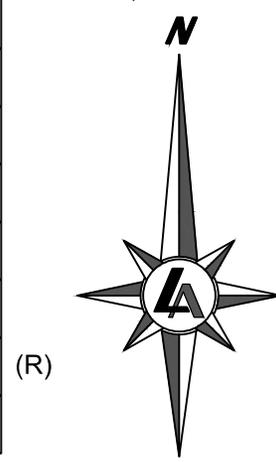
SEC 5,
T20N,
R19E



LOT 6
T4185
APN:
080-771-07
PFEIFER

LOT 5
T4185
APN:
080-771-08
FARFAN-
VALIENTE

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N33°17'11"W	98.75'	L9	N48°17'11"W	10.37'
L2	N56°42'49"E	4.50'	L10	N33°17'11"W	18.66'
L3	S33°17'11"E	90.85'	L11	S56°42'49"W	5.00'
L4	S72°41'47"E	7.51'	L12	N75°31'46"E	31.43'
L5	S33°17'11"E	19.76'	L13	S56°42'49"W	11.24'
L6	S71°05'35"E	42.40'	L14	S33°17'11"E	9.00'
L7	S75°31'46"W	14.54'	L15	N33°17'11"W	25.61'
L8	N71°05'35"W	22.52'			



LUMOS
& ASSOCIATES

3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA A , T4185
APN: 080-771-13
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
SCALE: 1" = 30'
JOB NO: 11026.000

SCHEDULE 4

FORM OF TEMPORARY EASEMENT DEED

Ptn. of APN: 080-831-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-831-01

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 2025, by STONEFIELD HOMEOWNERS' ASSOCIATION, A NEVADA CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 080-831-01
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area C as shown and delineated on that certain map entitled OFFICIAL PLAT OF PEEK PARCEL UNIT 1 PHASE 3, Subdivision Tract Map No. 4371, recorded on August 3, 2004, as File No. 3078053, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 87°21'08" East, 2431.32 feet to a point on the westerly line of said Common Area C of Tract Map 4371 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point being the **POINT OF BEGINNING**;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 8.13 feet to the beginning of a tangent curve, concave easterly, having a radius of 40.00 feet;

THENCE continuing northerly along said right-of-way and curve a distance of 18.97 feet, through a central angle of 27°10'39";

THENCE leaving said right-of-way of Military Road, North 83°54'25" East, 5.72 feet;

THENCE North 14°03'47" East, 10.00 feet;

THENCE North 52°07'53" West, 8.51 feet to a point on the northeasterly right-of-way of Military Road, said point being the beginning of a non-tangent curve, concave southeasterly, having a radius of 40.00 feet, the radius point of said curve bears South 73°36'34" East;

THENCE northerly along said curve and right-of-way a distance of 10.76 feet, through a central angle of 15°24'41";

THENCE leaving said right-of-way of Military Road, South 54°13'42" East, 18.31 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 30.00 feet, the radius point of said curve bears South 53°22'25" East;

THENCE southerly along said curve a distance of 35.73 feet, through a central angle of 68°14'04";

THENCE South 56°42'49" West, 10.01 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 548 square feet, more or less.

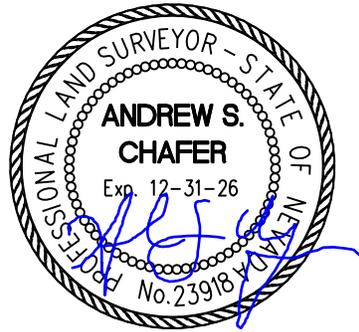
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

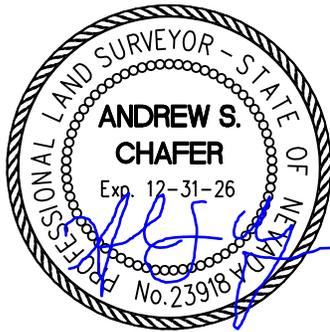
Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.02.03 13:39:59-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





TULEAR ST

R=40.00', L=10.76'
Δ=15°24'41"

S73°36'34"E (R)

PE AREA =
91± SQ. FT.

R=40.00', L=15.70'
Δ=22°29'01"

PE
P.O.B.

N83°54'25"E

R=40.00', L=18.97'
Δ=27°10'39"

TCE
P.O.B.

S54°13'42"E
18.31'

S53°22'25"E (R)

N52°07'53"W
8.51'

N14°03'47"E
10.00'

R=30.00', L=35.73'

Δ=68°14'04"
TCE AREA =
548± SQ. FT.

APN:
080-831-01
STONEFIELD
HOMEOWNERS
ASSN
COMMON
AREA C
T4371

S56°42'49"W
10.01'
10' P.U.E.
PER T4731

N33°17'11"W 8.13'

N87°21'08"E

2431.32'



MILITARY RD

SEC 33,
T21N,
R19E

SEC 32

SEC 5, T20N, R19E



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4371
APN: 080-831-01
PORTION OF SEC. 33, T21N, R9E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025

SCALE: 1" = 10'

JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 4.4.6

To: Regional Transportation Commission

From: Michele Payne, Property Agent

SUBJECT: Resolution of Condemnation – Stonefield II Homeowners Association

RECOMMENDED ACTION

Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire property and/or property interests on APN 080-800-001, 080-811-27, 080-812-01 and 568-061-01 from Stonefield II Homeowners Association, which are needed to construct the Military Road Capacity & Safety Project.

BACKGROUND AND DISCUSSION

The purpose of the project is to construct roadway capacity, a multi-use path, and drainage and safety improvements along Military Road between Lemmon Drive and Lear Boulevard. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in Spring 2026.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated May 24, 2023, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire property and/or property interests as specified in the attached Resolution of Condemnation.

RTC has been working with the property owner in an effort to reach a mutually acceptable agreement. Those efforts have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to authorize RTC to initiate condemnation proceedings and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner and attempt to reach a mutually acceptable agreement. RTC has provided notice of this agenda item to the property owner as required by NRS 241.034.

FISCAL IMPACT

The costs to acquire property for the project have been budgeted; however, the actual fiscal impact cannot be determined at this time.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

RESOLUTION OF CONDEMNATION 26-10

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“RTC”) to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated May 24, 2023, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary for the Military Road Capacity & Safety Project (the “Project”); and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is Stonefield II Homeowners Association.

NOW, THEREFORE, BE IT RESOLVED, that RTC does hereby find:

1. RTC needs the property interests attached hereto, and incorporated herein by reference, for the Project (collectively, the “Property Interests”). The Property Interests are shown in the schedules attached hereto.
2. RTC staff has previously contacted the owner(s) about the Property Interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Interests through purchase have been unsuccessful to date.
3. The Property Interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. The Property Interests described herein are necessary for such public use.
5. By certified mail sent on February 2, 2026, proper notice of the RTC’s intent to consider eminent domain action to acquire the Property Interests of the above referenced owner(s) has been given as required by NRS 241.034.

NOW, THEREFORE, BE IT FURTHER RESOLVED, based on the aforementioned findings of fact, that the RTC does hereby direct:

1. RTC's legal counsel shall initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the Property Interests.

2. RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Interests.

3. RTC's legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of the Property Interests for the construction of the Project, upon complying with conditions imposed by law.

PASSED, ADOPTED AND APPROVED on February 20, 2026

Alexis Hill, Chair
Regional Transportation Commission of Washoe County

Attachments

- Schedule 1 – Permanent easement on a portion of APN 080-811-27
- Schedule 2 – Permanent easement on a portion of APN 080-812-01
- Schedule 3 – Permanent easement on a portion of APN 080-812-01
- Schedule 4 – Temporary construction easement on a portion of APN 568-061-01
- Schedule 5 – Temporary construction easement on a portion of APN 080-800-01
- Schedule 6 – Temporary construction easement on a portion of APN 080-811-27
- Schedule 7 – Temporary construction easement on a portion of APN 080-811-27
- Schedule 8 – Temporary construction easement on a portion of APN 080-812-01
- Schedule 9- Temporary construction easement on a portion of APN 080-812-01

SCHEDULE 1

FORM OF PERMANENT EASEMENT DEED

APN 080-811-27

Ptn. of APN: 080-811-27

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-811-27

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 20_____, by STONEFIELD II HOMEOWNERS ASSOCIATION, A NEVADA NON PROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk, Traffic Signal Infrastructure and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk and Traffic Signal Infrastructure and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk and Traffic Signal Infrastructure and other improvements and appurtenances in said location.

A portion of APN 080-811-27
PE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area B as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 59°27'46" East, 2094.26 feet to a point on the southwesterly line of said Common Area B of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 221.85 feet to the **POINT OF BEGINNING**;

THENCE continuing northwesterly along said right-of-way, North 33°17'11" West, 29.57 feet to the beginning of a tangent curve, concave easterly, having a radius of 40.00 feet;

THENCE along said curve a distance of 62.83 feet, through a central angle of 90°00'00";

THENCE leaving said right-of-way of Military Road along the southerly line of a 9 foot Public Use Easement as shown on said Map No. 4325, South 33°17'11" East, 9.00 feet;

THENCE North 56°42'49" East, 44.58 feet to a point on the northeasterly line of said Common Area B;

THENCE South 47°07'14" West, 30.00 feet;

THENCE South 24°41'13" West, 46.92 feet;

THENCE South 8°00'00" East, 25.09 feet to a point on the northeasterly line of said Common Area B;

THENCE southeasterly along said northeasterly line of said Common Area B, South 33°17'11" East, 8.00 feet;

THENCE leaving said northeasterly line of said Common Area B, South 56°42'49" West, 4.50 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 1499 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

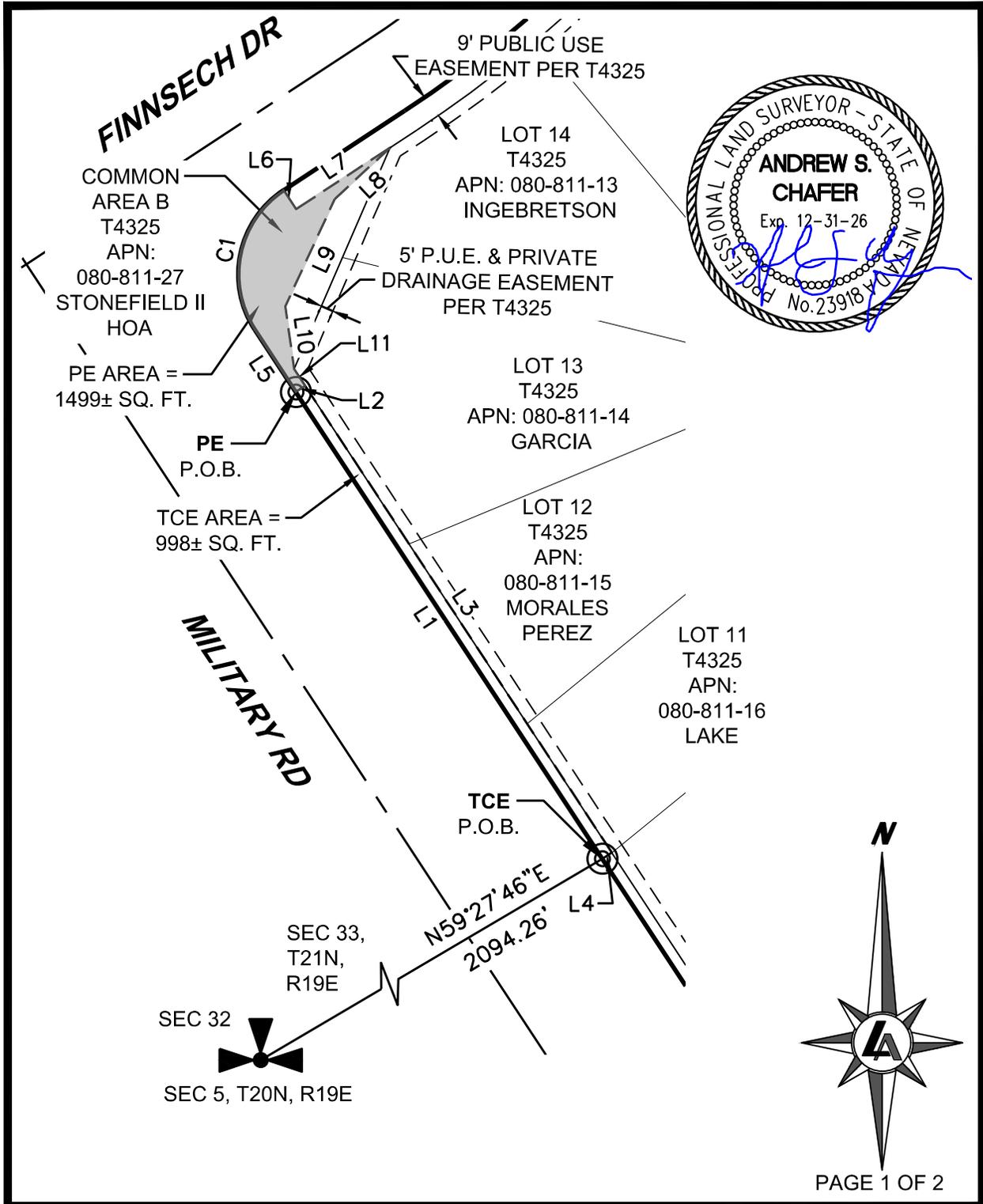
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US, E=achafer@lumosinc.com,
O=Lumos & Associates, CN=Andrew
Chafer
Reason: I am the author of this
document
Date: 2025.02.03 11:25:59-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





 <p>3840 EL DORADO HILLS BLVD., STE. 301 EL DORADO HILLS, CA 95762 TEL: 916.980.8228</p>	<p>EXHIBIT "B" COMMON AREA B, T4325 A.P.N. 080-811-27 PORTION OF SEC. 33, T21N, R19E, MDM WASHOE COUNTY NEVADA</p>	<p>DATE: 1/30/2025 SCALE: 1" = 60' JOB NO: 11026.000</p>
---	---	--

LINE TABLE

LINE	BEARING	LENGTH
L1	N33°17'11"W	221.85'
L2	N56°42'49"E	4.50'
L3	S33°17'11"E	221.85'
L4	S56°42'49"W	4.50'
L5	N33°17'11"W	29.57'
L6	S33°17'11"E	9.00'
L7	N56°42'49"E	44.58'
L8	S47°07'14"W	30.00'
L9	S24°41'13"W	46.92'
L10	S8°00'00"E	25.09'
L11	S33°17'11"E	8.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	40.00'	62.83'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA B, T4325
A.P.N. 080-811-27
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025
SCALE: N/A
JOB NO: 11026.000

SCHEDULE 2

FORM OF PERMANENT EASEMENT DEED

APN 080-812-01

Ptn. of APN: 080-812-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-812-01

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this ____ day of _____, 20____, by STONEFIELD II HOMEOWNERS' ASSOCIATION, A NEVADA NONPROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk, and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk, and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk and other improvements and appurtenances in said location.

A portion of APN 080-812-01
PE1

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area C as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 74°07'24" East, 2192.28 feet to the southerly corner of said Common Area C of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 14.49 feet to the **POINT OF BEGINNING**;

THENCE continuing along said right-of-way, North 33°17'11" West, 20.00 feet;

THENCE leaving said right-of-way, North 56°42'49" East, 5.50 feet;

THENCE South 33°17'11" East, 20.00 feet;

THENCE southwesterly along said southeasterly line of said Common Area C, South 56°42'49" West, 5.50 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 110 square feet, more or less.

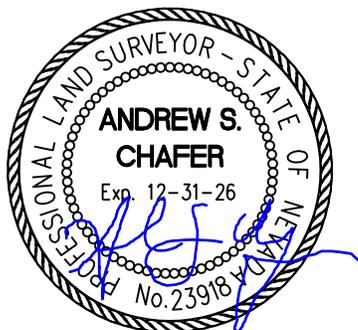
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

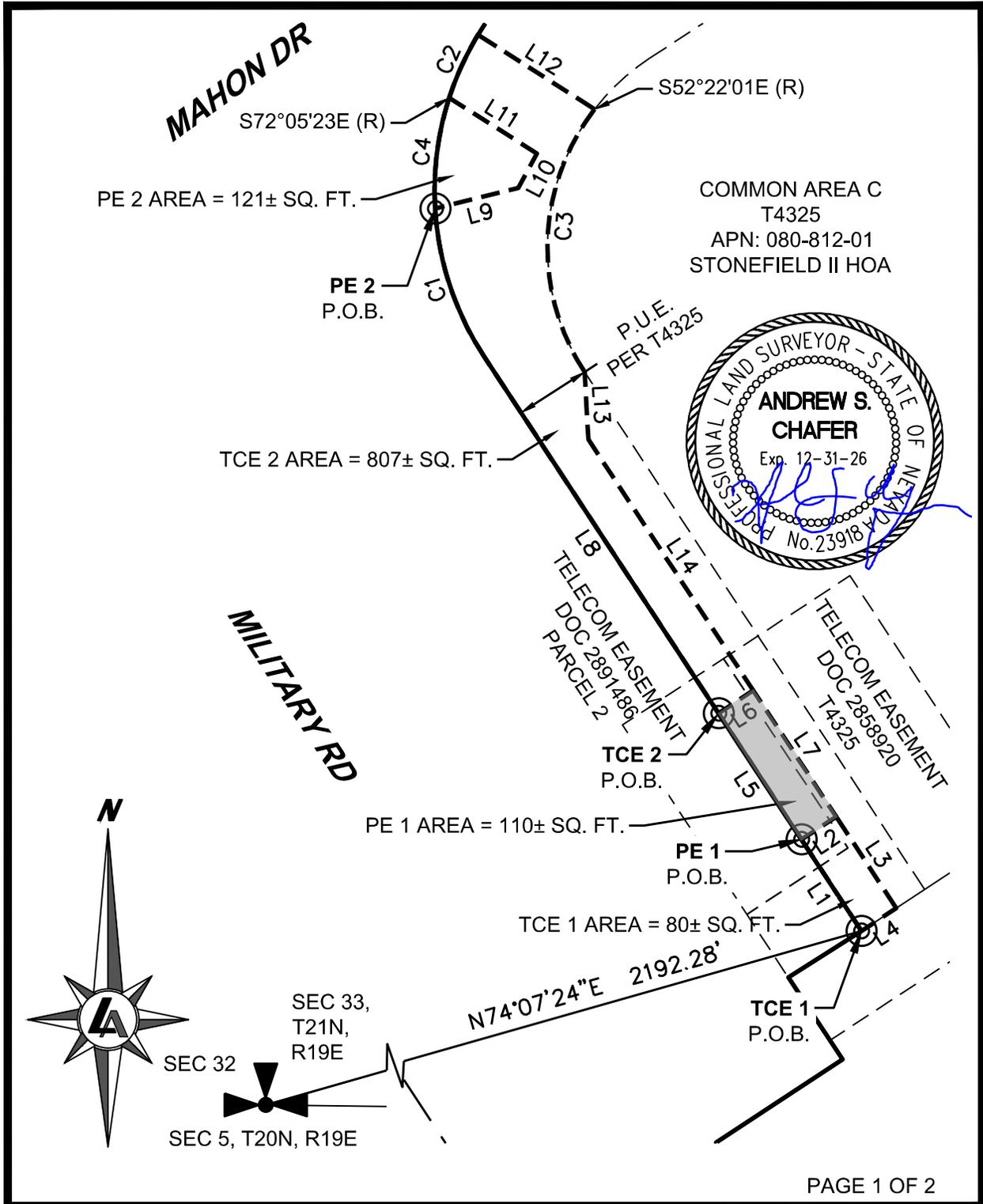
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.02.03 11:41:19-08'00'



Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



<p>LUMOS & ASSOCIATES</p> <p>3840 EL DORADO HILLS BLVD., STE. 301 EL DORADO HILLS, CA 95762 TEL: 916.980.8228</p>	<p align="center">EXHIBIT "B" COMMON AREA C, T4325 A.P.N. 080-812-01 PORTION OF SEC. 33, T21N, R19E, MDM</p> <hr/> <p>WASHOE COUNTY NEVADA</p>	<p>DATE: 1/30/2025 SCALE: 1" = 20' JOB NO: 11026.000</p>
--	---	--

LINE TABLE

LINE	BEARING	LENGTH
L1	N33°17'11"W	14.49'
L2	N56°42'49"E	5.50'
L3	S33°17'11"E	14.49'
L4	S56°42'49"W	5.50'
L5	N33°17'11"W	20.00'
L6	N56°42'49"E	5.50'
L7	S33°17'11"E	20.00'
L8	N33°17'11"W	56.51'
L9	N76°09'06"E	11.32'
L10	N28°20'12"E	5.21'
L11	N57°38'21"W	13.73'
L12	S57°24'25"E	18.32'
L13	S3°10'55"E	8.97'
L14	S33°17'11"E	39.75'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	29°55'17"	40.00'	20.89'
C2	13°11'23"	40.00'	9.21'
C3	70°55'10"	30.00'	37.13'
C4	21°16'31"	40.00'	14.85'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4325
A.P.N. 080-812-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025
SCALE: N/A
JOB NO: 11026.000

SCHEDULE 3

FORM OF PERMANENT EASEMENT DEED

APN 080-812-01

Ptn. of APN: 080-812-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-812-01

PERMANENT EASEMENT

This PERMANENT EASEMENT is made this _____ day of _____, 20____, by STONEFIELD II HOMEOWNERS' ASSOCIATION, A NEVADA NONPROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY and the CITY OF RENO (collectively, "GRANTEES").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEES and their assigns forever a permanent easement for the location, construction, and maintenance of Pedestrian Ramp, Public Sidewalk, and all related purposes and appurtenances, for public use and right-of-way upon, over and across certain real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

GRANTOR hereby waives, with full knowledge that a Pedestrian Ramp, Public Sidewalk, and the necessary appurtenances thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said Pedestrian Ramp, Public Sidewalk and other improvements and appurtenances in said location.

A portion of APN 080-812-01
PE2

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area C as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 74°07'24" East, 2192.28 feet to the southerly corner of said Common Area C of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 14.49 feet;

THENCE North 33°17'11" West, 20.00 feet;

THENCE North 33°17'11" West, 56.51 feet to the beginning of a tangent curve, concave easterly, having a radius of 40.00 feet;

THENCE along said curve a distance of 20.89 feet, through a central angle of 29°55'17", to the **POINT OF BEGINNING**;

THENCE continuing along said curve a distance of 14.85 feet, through a central angle of 21°16'31";

THENCE leaving said right-of-way of Military Road, South 57°38'21" East, 13.73 feet;

THENCE South 28°20'12" West, 5.21 feet;

THENCE South 76°09'06" West, 11.32 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 121 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.02.03 11:44:18-08'00'



Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

LINE TABLE

LINE	BEARING	LENGTH
L1	N33°17'11"W	14.49'
L2	N56°42'49"E	5.50'
L3	S33°17'11"E	14.49'
L4	S56°42'49"W	5.50'
L5	N33°17'11"W	20.00'
L6	N56°42'49"E	5.50'
L7	S33°17'11"E	20.00'
L8	N33°17'11"W	56.51'
L9	N76°09'06"E	11.32'
L10	N28°20'12"E	5.21'
L11	N57°38'21"W	13.73'
L12	S57°24'25"E	18.32'
L13	S3°10'55"E	8.97'
L14	S33°17'11"E	39.75'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	29°55'17"	40.00'	20.89'
C2	13°11'23"	40.00'	9.21'
C3	70°55'10"	30.00'	37.13'
C4	21°16'31"	40.00'	14.85'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4325
A.P.N. 080-812-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025

SCALE: N/A

JOB NO: 11026.000

SCHEDULE 4

FORM OF TEMPORARY EASEMENT DEED

APN 568-061-01

Ptn. of APN: 568-061-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 568-061-01

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 20____, by STONEFIELD II HOMEOWNERS ASSOCIATION, A NEVADA NON PROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 568-061-01
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area B as shown and delineated on that certain map entitled OFFICIAL PLAT OF STONEFIELD PHASE 3, Subdivision Tract Map No. 4650, recorded on May 18, 2006, as File No. 3389369, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 25°37'10" East, 2453.38 feet to a point on the northeasterly line of a 9 foot public use easement shown on said map, said point being the **POINT OF BEGINNING**, said point also being the beginning of a non-tangent curve, concave easterly, having a radius of 31.00 feet, the radius of said curve bears North 59°50'10" East;

THENCE continuing along said northeasterly line, northerly along said curve a distance of 17.00 feet, through a central angle of 31°25'35";

THENCE leaving said northeasterly line South 74°27'14" East, 7.29 feet;

THENCE South 11°12'13" West, 14.58 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 66 square feet, more or less.

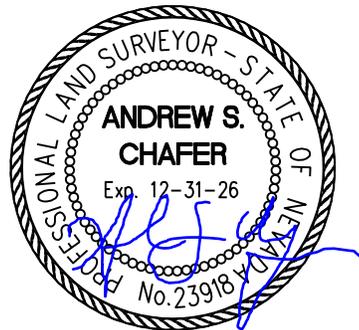
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:

Andrew Chafer
Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.02.03 14:41:29-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

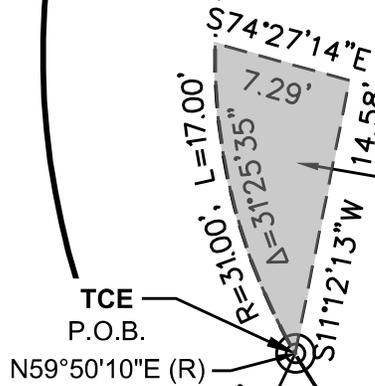


CONVAIR WAY

MILITARY RD

COMMON AREA B
T4650
APN: 568-061-01
STONEFIELD II
HOA

TCE AREA =
66± SQ. FT.

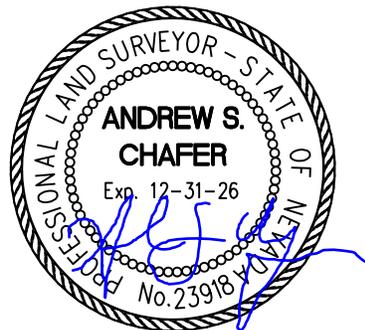


TCE
P.O.B.
N59°50'10\"E (R)

9' PUBLIC USE
EASEMENT
PER T4650
19' P.U.E.
PER T4650



SEC 33,
T21N,
R19E
SEC 32
SEC 5, T20N, R19E



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
A PORTION OF COMMON AREA B, T4650
A.P.N. 568-061-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025

SCALE: 1" = 10'

JOB NO: 11026.000

SCHEDULE 5

FORM OF TEMPORARY EASEMENT DEED

APN 080-800-01

Ptn. of APN: 080-800-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-800-01

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 20____, by STONEFIELD II HOMEOWNERS ASSOCIATION, A NEVADA NON PROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 080-800-01
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area A as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 48°28'50" East, 2113.62 feet to the westerly corner of said Common Area A of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE leaving said northeasterly right-of-way of Military, South 70°11'52" East, 32.26 feet;

THENCE South 06°48'18" East, 14.00 feet to a point on the northwesterly right-of-way of Finnsech Drive, said point being the beginning of a non-tangent curve, concave northerly, having a radius of 40.00 feet, the radius point of said curve bears North 08°55'03" East;

THENCE westerly along said right-of-way along said curve a distance of 33.37 feet, through a central angle of 47°47'32";

THENCE North 33°17'11" West, 8.70 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 334 square feet, more or less.

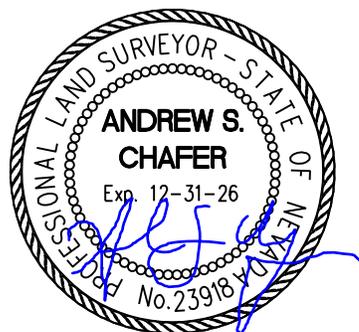
The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

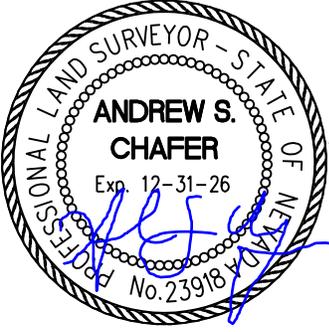
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.02.03 10:05:24-08'00'



Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762



P.U.E. DOC NO. 3011732
WIDTH VARIES

COMMON AREA A
T4325
APN: 080-800-01
STONEFIELD II
HOA

TCE
P.O.B.

SEC 33,
T21N,
R19E

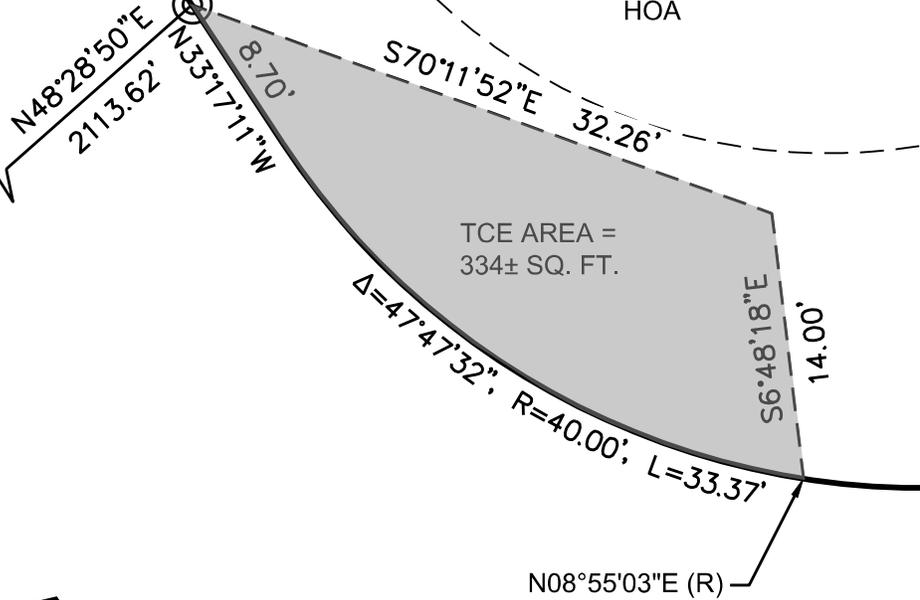
SEC 32

SEC 5,
T20N,
R19E



MILITARY RD

FINNSECH DR



LUMOS
& ASSOCIATES

3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA A, T4325
APN: 080-800-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
SCALE: 1" = 10'
JOB NO: 11026.000

SCHEDULE 6

FORM OF TEMPORARY EASEMENT DEED

APN 080-811-27

Ptn. of APN: 080-811-27

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-811-27

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 20____, by STONEFIELD II HOMEOWNERS ASSOCIATION, A NEVADA NON PROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 080-811-27
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area B as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 59°27'46" East, 2094.26 feet to a point on the southwesterly line of said Common Area B of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 221.85 feet;

THENCE leaving said right-of-way, North 56°42'49" East, 4.50 feet to the northeasterly line of said Common Area B;

THENCE southeasterly along said northeasterly line of said Common Area B, South 33°17'11" East, 221.85 feet;

THENCE leaving said northeasterly line of said Common Area B, South 56°42'49" West, 4.50 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 998 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

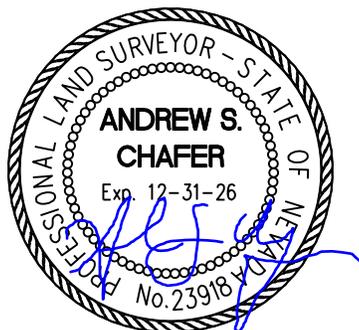
Refer to Exhibit "B" attached hereto and by this reference made a part of.

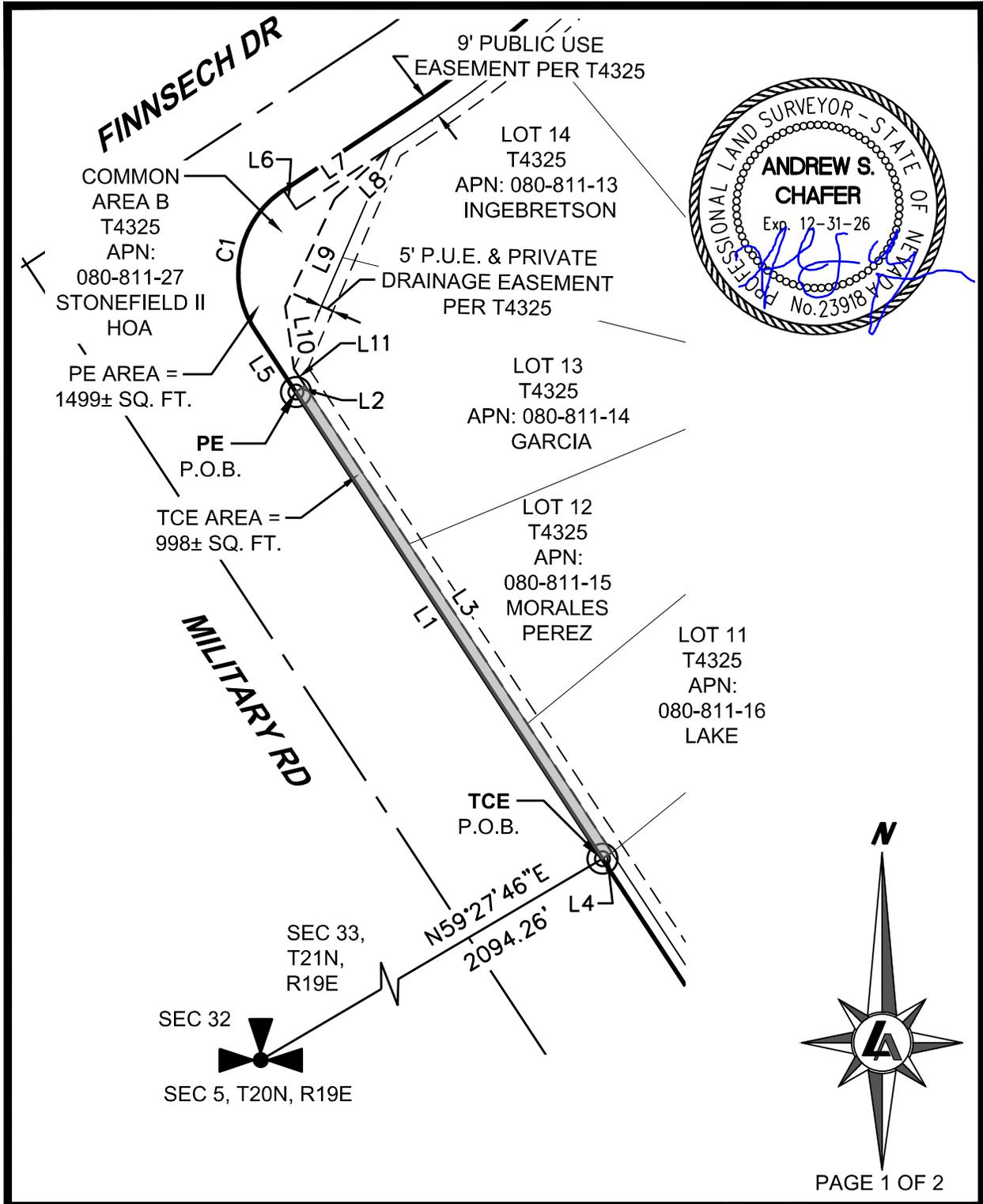
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
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O=Lumos & Associates, CN=Andrew
Chafer
Reason: I am the author of this document
Date: 2025.02.03 11:30:54-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





PAGE 1 OF 2

LUMOS & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA B, T4325
A.P.N. 080-811-27
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
 SCALE: 1" = 60'
 JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L1	N33°17'11"W	221.85'
L2	N56°42'49"E	4.50'
L3	S33°17'11"E	221.85'
L4	S56°42'49"W	4.50'
L5	N33°17'11"W	29.57'
L6	S33°17'11"E	9.00'
L7	N56°42'49"E	44.58'
L8	S47°07'14"W	30.00'
L9	S24°41'13"W	46.92'
L10	S8°00'00"E	25.09'
L11	S33°17'11"E	8.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	40.00'	62.83'



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA B, T4325
A.P.N. 080-811-27
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025
SCALE: N/A
JOB NO: 11026.000

SCHEDULE 7

FORM OF TEMPORARY EASEMENT DEED

APN 080-811-27

Ptn. of APN: 080-811-27

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-811-27

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 20____, by STONEFIELD II HOMEOWNERS ASSOCIATION, A NEVADA NON PROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 080-811-27
TCE

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area B as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 67°49'57" East, 2131.87 feet to a point on the southwesterly line of said Common Area B of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE leaving said northeasterly right-of-way of Military Road, South 75°33'58" East, 31.27 feet;

THENCE South 15°14'08" West, 17.49 feet to the northeasterly right-of-way of Military Road and the southwesterly line of said Common Area B, and the beginning of a non-tangent curve, concave northeasterly, having a radius of 40.00 feet, the radius point of said curve bears North 20°00'30" East;

THENCE northwesterly along said curve and right-of-way and southwesterly line of said Common Area B, a distance of 25.63 feet, through a central angle of 36°42'19";

THENCE North 33°17'11" West, 10.81 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 351 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

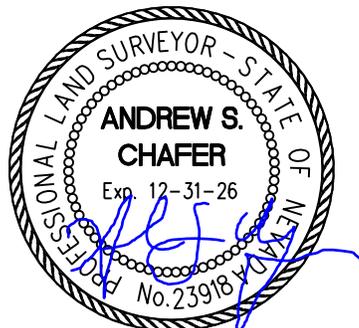
Refer to Exhibit "B" attached hereto and by this reference made a part of.

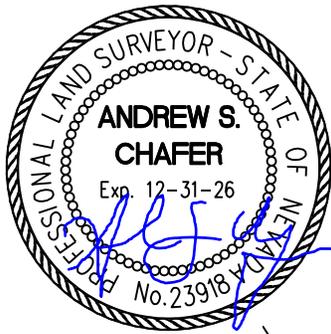
Prepared by:

Andrew Chafer

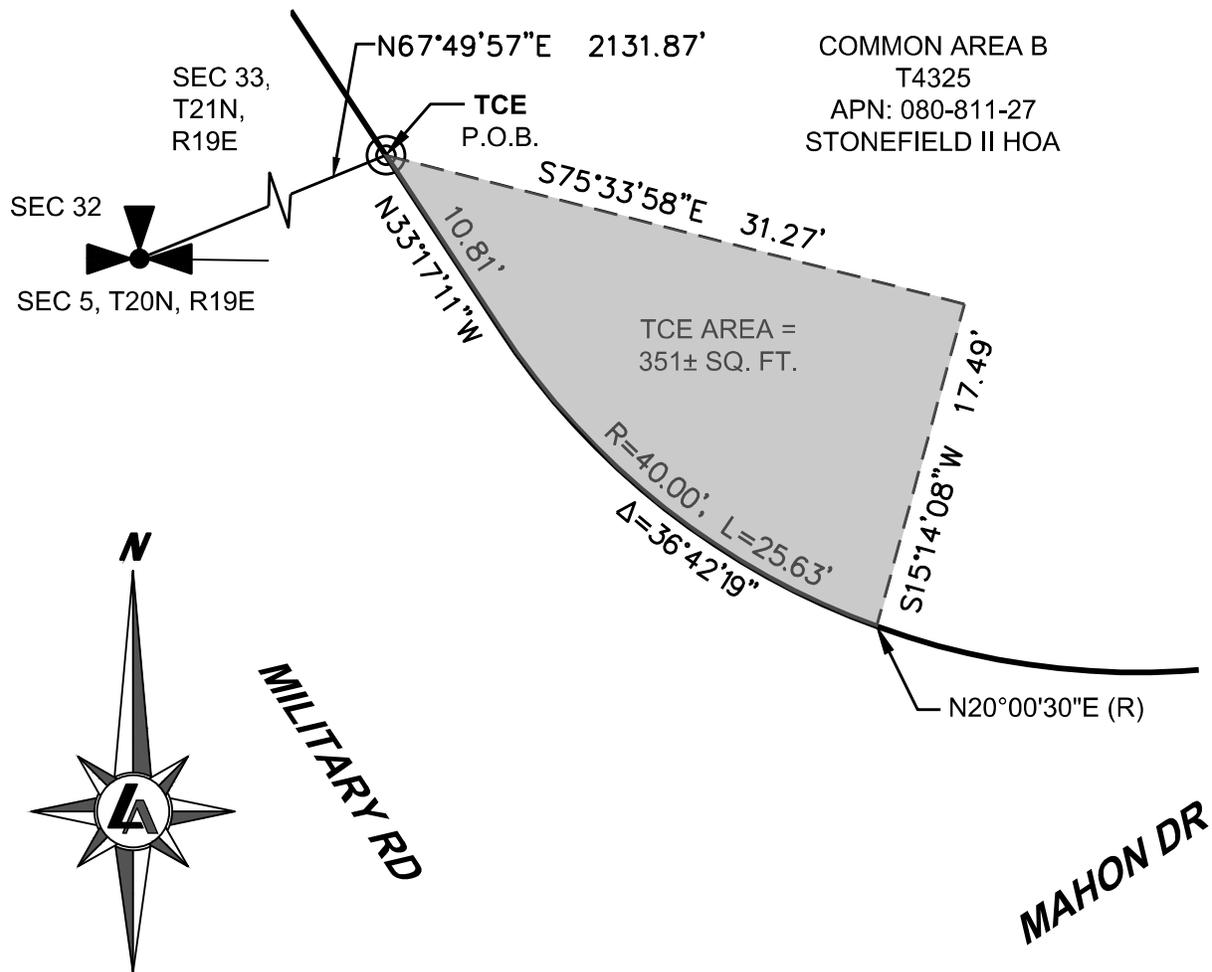
Digitally signed by Andrew Chafer
DN: c=US, e=achafer@lumosinc.com,
o=Lumos & Associates, CN=Andrew
Chafer
Reason: I am the author of this document
Date: 2025.02.03 11:34:08-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





LOT 7
T4325
APN: 080-811-20
NICKERSON



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
PORTION OF COMMON AREA B, T4325
A.P.N. 080-811-27
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025

SCALE: 1" = 10'

JOB NO: 11026.000

SCHEDULE 8

FORM OF TEMPORARY EASEMENT DEED

APN 080-812-01

Ptn. of APN: 080-812-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-812-01

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 20____, by STONEFIELD II HOMEOWNERS' ASSOCIATION, A NEVADA NONPROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 080-812-01
TCE1

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area C as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 74°07'24" East, 2192.28 feet to the southerly corner of said Common Area C of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road, said point also being the **POINT OF BEGINNING**;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 14.49 feet;

THENCE leaving said right-of-way, North 56°42'49" East, 5.50 feet;

THENCE South 33°17'11" East, 14.49 feet to the southeasterly line of said Common Area C;

THENCE southwesterly along said southeasterly line of said Common Area C, South 56°42'49" West, 5.50 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 80 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

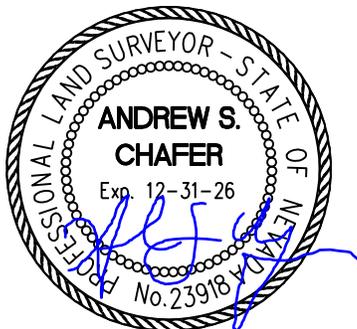
Refer to Exhibit "B" attached hereto and by this reference made a part of.

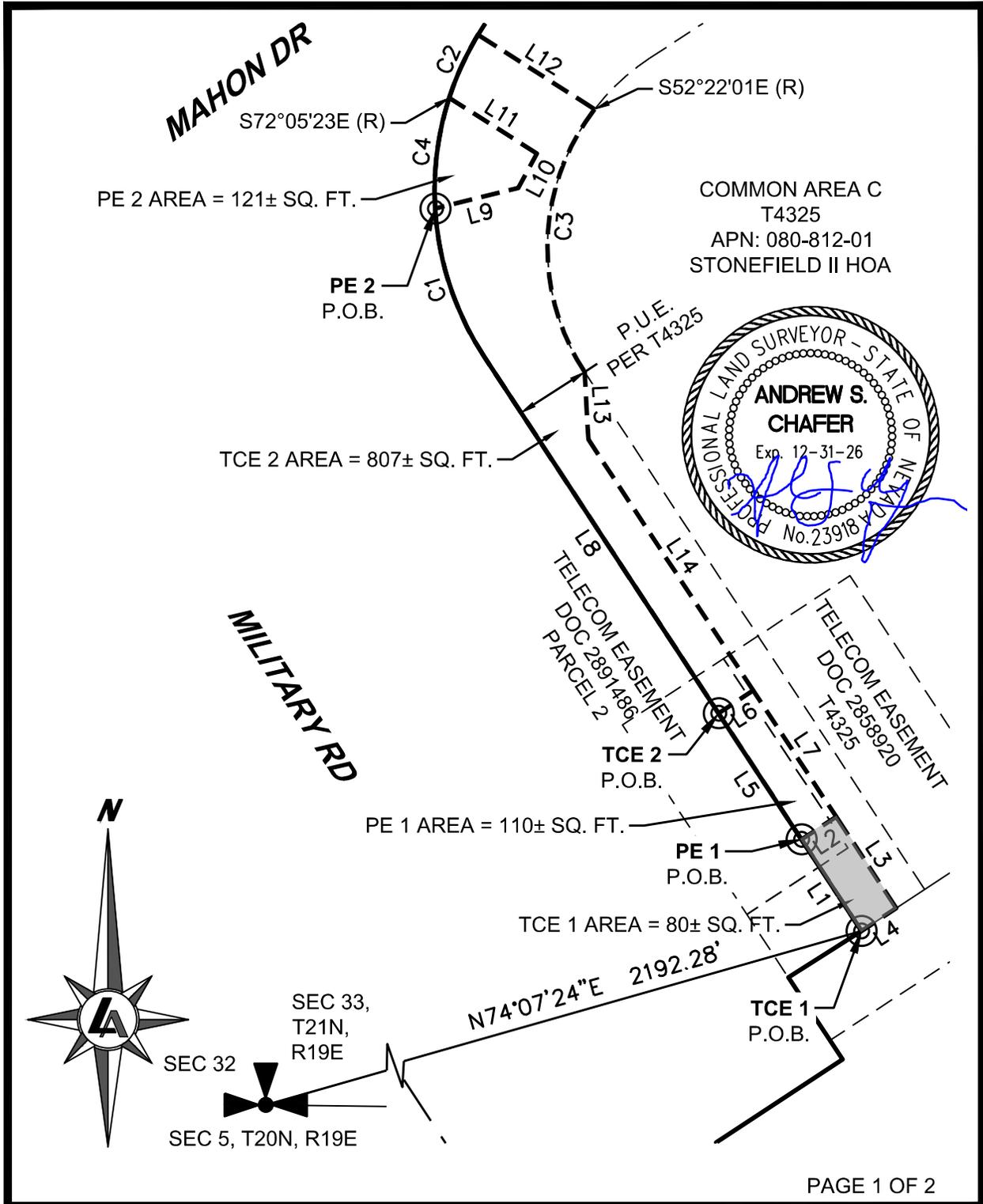
Prepared by:

Andrew Chafer

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DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Reason: I am the author of this
document
Date: 2025.02.03 11:46:32-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





LUMOS & ASSOCIATES
 3840 EL DORADO HILLS BLVD., STE. 301
 EL DORADO HILLS, CA 95762
 TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4325
A.P.N. 080-812-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
 SCALE: 1" = 20'
 JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L1	N33°17'11"W	14.49'
L2	N56°42'49"E	5.50'
L3	S33°17'11"E	14.49'
L4	S56°42'49"W	5.50'
L5	N33°17'11"W	20.00'
L6	N56°42'49"E	5.50'
L7	S33°17'11"E	20.00'
L8	N33°17'11"W	56.51'
L9	N76°09'06"E	11.32'
L10	N28°20'12"E	5.21'
L11	N57°38'21"W	13.73'
L12	S57°24'25"E	18.32'
L13	S3°10'55"E	8.97'
L14	S33°17'11"E	39.75'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	29°55'17"	40.00'	20.89'
C2	13°11'23"	40.00'	9.21'
C3	70°55'10"	30.00'	37.13'
C4	21°16'31"	40.00'	14.85'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4325
A.P.N. 080-812-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025
SCALE: N/A
JOB NO: 11026.000

SCHEDULE 9

FORM OF TEMPORARY EASEMENT DEED

APN 080-812-01

Ptn. of APN: 080-812-01

WHEN RECORDED RETURN TO:
Regional Transportation Commission of Washoe County
Attn: Michele Payne
1105 Terminal Way, Suite 108
Reno, NV 89502

MAIL TAX STATEMENTS TO:
Exempt

LEGAL DESCRIPTION PREPARED BY:
Andrew Chafer, PLS 23918
Lumos & Associates, Inc.
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

Project: Military Road Capacity & Safety Project
Project #: 0512019
Parcel: Ptn. of APN: 080-812-01

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 20____, by STONEFIELD II HOMEOWNERS' ASSOCIATION, A NEVADA NONPROFIT CORPORATION ("GRANTOR") to the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTEE").

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns a temporary easement upon, over and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof by reference (the "Temporary Easement"), for the purposes of using the Temporary Easement to complete construction work for the Military Road Capacity & Safety Project. The term of this Temporary Easement shall commence on May 1, 2026, and shall continue through and include the termination date of April 30, 2028.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this Temporary Easement.

A portion of APN 080-812-01
TCE2

EXHIBIT "A"

JN 11026.000

All that certain real property situate within a portion of the South 1/2 of Section 33, Township 21 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, being a portion of Common Area C as shown and delineated on that certain map entitled OFFICIAL PLAT OF THE CREST AT STONEFIELD PHASE 1 UNIT 1, Subdivision Tract Map No. 4325, recorded on March 25, 2004, as File No. 3011834, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southwesterly corner of Section 33, Township 21 North, Range 19 East, M.D.M.;

THENCE North 74°07'24" East, 2192.28 feet to the southerly corner of said Common Area C of Tract Map 4325 of the County of Washoe, State of Nevada, said point also being on the northeasterly right-of-way of Military Road;

THENCE along said northeasterly right-of-way of Military Road, North 33°17'11" West, 14.49 feet;

THENCE continuing along said right-of-way, North 33°17'11" West, 20.00 feet to the **POINT OF BEGINNING**;

THENCE North 33°17'11" West, 56.51 feet to the beginning of a tangent curve, concave easterly, having a radius of 40.00 feet;

THENCE along said curve a distance of 20.89 feet, through a central angle of 29°55'17";

THENCE leaving said right-of-way of Military Road, North 76°09'06" East, 11.32 feet;

THENCE North 28°20'12" East, 5.21 feet;

THENCE North 57°38'21" West, 13.73 feet to the southeasterly right-of-way of Mahon Drive and the beginning of a non-tangent curve, concave southeasterly, having a radius of 40.00 feet, the radius point of said curve bears South 72°05'23" East;

THENCE northerly along said curve and right-of-way of Mahon Drive a distance of 9.21 feet, through a central angle of 13°11'23";

THENCE leaving said right-of-way of Mahon Drive, South 57°24'25" East, 18.32 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 30.00 feet, the radius point of said curve bears South 52°22'01" East;

THENCE southerly along said curve a distance of 37.13 feet, through a central angle of 70°55'10";

THENCE South 3°10'55" East, 8.97 feet;

THENCE South 33°17'11" East, 39.75 feet;

THENCE South 56°42'49" West, 5.50 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION.**

Containing 807 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

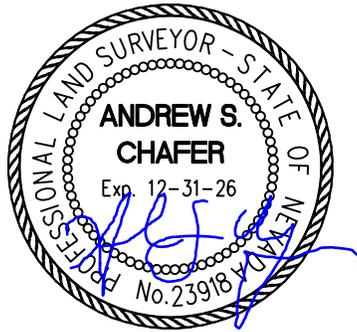
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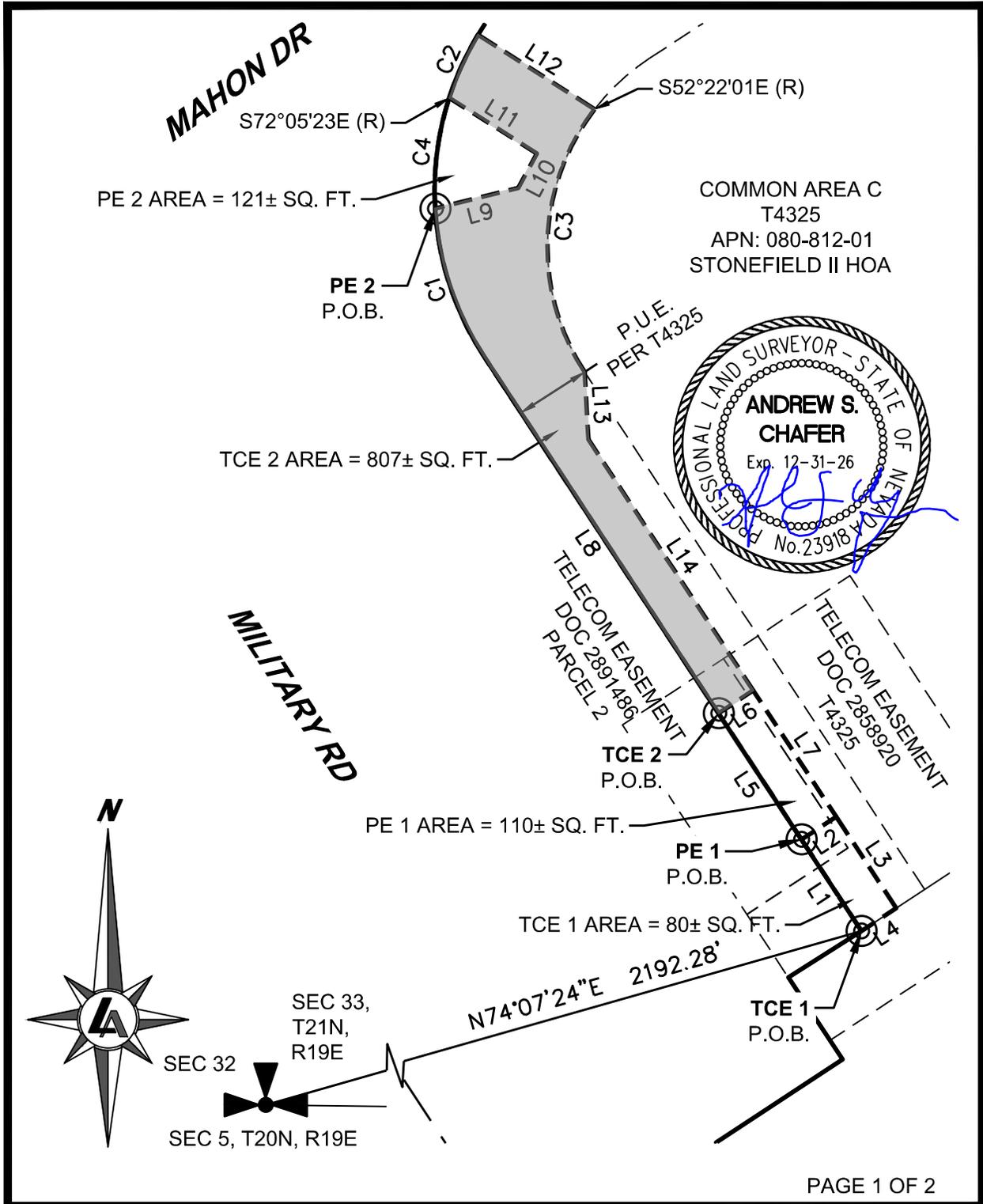
Prepared by:

Andrew Chafer

Digitally signed by Andrew Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates, CN=Andrew
Chafer
Reason: I am the author of this
document
Date: 2025.02.03 11:48:42-08'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762





LUMOS & ASSOCIATES
3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4325
A.P.N. 080-812-01
PORTION OF SEC. 33, T21N, R19E, MDM
WASHOE COUNTY NEVADA

DATE: 1/30/2025
SCALE: 1" = 20'
JOB NO: 11026.000

LINE TABLE

LINE	BEARING	LENGTH
L1	N33°17'11"W	14.49'
L2	N56°42'49"E	5.50'
L3	S33°17'11"E	14.49'
L4	S56°42'49"W	5.50'
L5	N33°17'11"W	20.00'
L6	N56°42'49"E	5.50'
L7	S33°17'11"E	20.00'
L8	N33°17'11"W	56.51'
L9	N76°09'06"E	11.32'
L10	N28°20'12"E	5.21'
L11	N57°38'21"W	13.73'
L12	S57°24'25"E	18.32'
L13	S3°10'55"E	8.97'
L14	S33°17'11"E	39.75'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	29°55'17"	40.00'	20.89'
C2	13°11'23"	40.00'	9.21'
C3	70°55'10"	30.00'	37.13'
C4	21°16'31"	40.00'	14.85'

PAGE 2 OF 2



3840 EL DORADO HILLS BLVD., STE. 301
EL DORADO HILLS, CA 95762
TEL: 916.980.8228

EXHIBIT "B"
COMMON AREA C, T4325
A.P.N. 080-812-01
PORTION OF SEC. 33, T21N, R19E, MDM

WASHOE COUNTY

NEVADA

DATE: 1/30/2025

SCALE: N/A

JOB NO: 11026.000



REGIONAL TRANSPORTATION COMMISSION of Washoe County

Engineering & Construction • Planning • Public Transportation

Meeting Date: 2/20/2026

Agenda Item: 4.5.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Construction/Maintenance Quarterly Update on Transit Stops

RECOMMENDED ACTION

Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on February 4, 2026.

BACKGROUND AND DISCUSSION

The Citizens Multimodal Advisory Committee (CMAC) provides information and advice regarding the construction, installation and maintenance of benches, shelters and transit stops for passengers of the RTC transit system as required by Nevada Assembly Bill 214 (2023). The Committee will have this topic as a discussion item at least four times a year.

At the CMAC meeting on February 4, 2026, RTC staff gave a presentation to the Citizens Multimodal Advisory Committee regarding the following:

Improvements (November 2025 - January 2026)

- Installed permanent pole and bench at Valley Rd & Highland Ave (Route 2).
 - Installed trash can at Hunter Lake Dr & Foster Dr per public request (Route 16).
 - Upgraded the bus stop at Energy Way & Reactor Way (Route 14) with a large concrete pad; bench and pole reinstalled.
 - Relocated the bus stop at Wrondel Way and Grove St (Route 13) approximately 300 ft. north due to issues including homeless encampments, trash, and alcohol use.
 - Relocated the bus stop at El Rancho Dr & Sullivan Ln (Route 5) to the north side of the roundabout.
 - Removed the bus stop at El Rancho Dr & Divot Dr (Route 5) due to vandalism and trash impacting the community.
-

Future/Ongoing Improvements

- W 7th St & Rhode Island Ave (near AMH Properties-developed housing project): Construction started Jan 8.
- Sutro St & 7th St (near 65-unit senior housing project): Construction expected to start in April.

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: 2/20/2026

Agenda Item: 4.5.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: 2026 FTA Title VI Program

RECOMMENDED ACTION

Approve an update to the 2026 FTA Title VI Program.

BACKGROUND AND DISCUSSION

Title VI of the Civil Rights Act of 1964 requires that state and local governments that receive Federal funds carry out their responsibilities and provide services in a manner that does not discriminate on the basis of race, color, and national origin.

The Regional Transportation Commission of Washoe County (RTC) is the transit service provider for Washoe County, Nevada. Fixed route and paratransit services are provided by private operators under contract. The Federal Transit Administration (FTA) is the leading federal agency overseeing the RTC's compliance with the requirements of Title VI. These requirements are expanded through the detailed guidance set out in FTA Circular C4702.1B of October, 2012. The attached program has been developed by RTC staff in accordance with the provisions as they relate to the functions of the RTC as the transit agency. The development and passage of this program is a requirement every three years from FTA to continue to receive federal dollars for public transit services.

FISCAL IMPACT

The development and passage of this program is required every three years to continue to receive federal dollars for public transit services.

PREVIOUS BOARD ACTION

2/24/2023 - Accepted and approved the RTC 2023 Title VI Report Update.

**FTA TITLE VI PROGRAM UPDATE FOR THE
REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

**SUBMITTED TO THE FEDERAL
TRANSIT ADMINISTRATION
IN ACCORDANCE WITH TITLE
VI OF THE CIVIL RIGHTS ACT OF 1964
Revised February 24, 2026**

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INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC) serves three roles for the Washoe County urban area: it is the Metropolitan Planning Organization (MPO), the transit service provider, and builds and maintains the regional roadway network. As the MPO, RTC conducts a collaborative short and long-range multimodal transportation planning program. RTC develops the 20-year Regional Transportation Plan (RTP), 5-year Regional Transportation Improvement Program (RTIP), 1-year Unified Planning Work Program (UPWP), and the Public Participation Plan.

As the transit service provider, RTC operates the regional fixed route bus system branded as RIDE, the demand- responsive FlexRIDE microtransit service, RTC ACCESS paratransit for the disabled, a commuter bus service called RTC REGIONAL CONNECTOR, and RTC VANPOOL. Figure 1 - RTC Washoe System Map is included on the following page. The RTC RIDE fixed route bus service provided approximately 17,000 trips per day in CY 2025. The RTC also offers two RAPID bus rapid transit services. The Virginia Line RAPID which operates on Virginia Street provides connections between Meadowood Mall and the University of Nevada, Reno. The Lincoln Line RAPID operates on the 4th/Prater corridor between Reno and Sparks. Both services provide a 10-minute frequency for most hours of the day and use 40-foot battery electric buses, when available. The RAPID services also include level boarding areas and traffic signal prioritization technology that allows buses to extend the green light at intersections. This design helps the RTC RAPID buses move faster and compete with auto travel times.

As the agency responsible for maintenance of the regional road network, RTC is responsible for planning, designing, and constructing regional road projects. In addition to new capacity, the RTC emphasizes maximizing the life of existing roadway infrastructure by funding a preventive maintenance program that keeps roads in good condition. The RTC's regional Intelligent Transportation System (ITS) program maximizes the operational efficiency of the existing roadway network by coordinating traffic signals and other communications technology.

Title VI of the Civil Rights Act of 1964 requires that state and local government that are in receipt of Federal funds carry out their responsibilities and provide services in a manner that does not discriminate on the basis of race, color, and national origin. The Federal Transit Administration (FTA) is the leading federal agency overseeing the RTC's compliance with the requirements of Title VI. These requirements are expanded through the detailed guidance set out in FTA Circular 4702.1B of October, 2012. This program has been developed by the RTC in accordance with the provisions of Circular 4702.1B as they relate to the functions of the RTC as the transit agency for Washoe County, Nevada.



RTC WASHOE SYSTEM MAP

May 2024

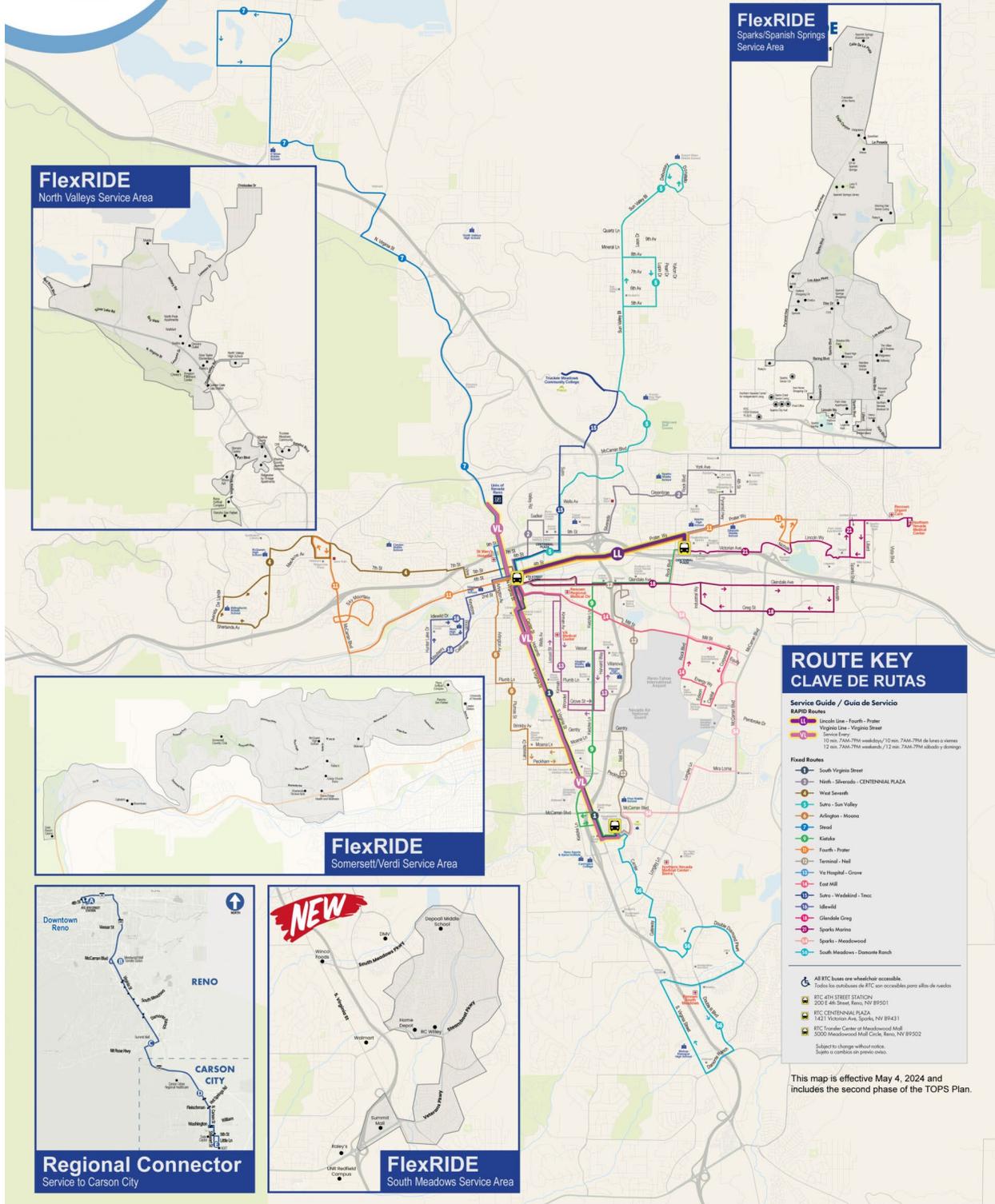


Figure 1 - RTC Washoe System Map

TITLE VI ASSURANCE

In compliance with FTA requirements, RTC submitted its Title VI Certification and Assurance in the Transit Award Management System (TrAMS) in FY 2023, FY 2024 and FY 2025.

The Certifications and Assurances include:

- That RTC complies with all applicable federal statutes and regulations to carry out any FTA funded project.
- That RTC, under a continuing obligation, complies with the terms and conditions of the FTA grant agreement or cooperative agreement for its project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the grant agreement or cooperative agreement.
- That RTC recognizes that federal laws and regulations may be modified from time to time and those modifications may affect project implementation.
- That RTC understands that presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting the applicant or its project.
- That RTC agrees that the most recent federal laws, regulations, and guidance will apply to its project, unless FTA determines otherwise in writing.
- That RTC, in light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated.

Although RTC does not currently have any Section 5310 subrecipients or an active 5310 program, RTC requires that all Section 5310 subrecipients submit all appropriate FTA certifications and assurances to RTC prior to funding agreement execution and annually thereafter when FTA publishes the annual list of certifications and assurances. RTC will not execute any funding agreements prior to having received these items from the selected subrecipients. RTC, within its administration, planning, and technical assistance capacity, also will comply with all appropriate certifications and assurances for FTA assistance programs and will submit this information to the FTA as required.

GENERAL REQUIREMENTS

Title VI Notice to the Public

RTC's Title VI notices are posted on the agency's website and at our indoor transit centers in downtown Reno (4th Street Station) and downtown Sparks (Centennial Plaza). The notices are translated into Spanish and are consistent with the Department of Transportation (DOT) Limited English Proficiency (LEP) guidelines. Documentation of this notice is contained in Appendix A.

Title VI Complaint Procedures

The RTC has complaint procedures in place to investigate and track Title VI complaints. These procedures include a Title VI policy statement, specific directions detailing how to file a complaint, an explanation of how the complaint will be investigated, and a complaint form specific to the RTC. This information is also contained in Appendix A. RTC's complaint process and forms are translated into Spanish and are available in other languages upon request.

Title VI Complaint Form

In addition to developing complaint procedures, RTC has also developed a Title VI complaint form. This form and procedure for filing a complaint are available on the RTC's website at <https://form.jotform.com/250965356371059>. The form is available in English and Spanish. The Title VI complaint procedures and forms are attached in Appendix A.

List of Transit Related-Title VI Investigations, Complaints, and Lawsuits

There are no active or previous investigations, lawsuits, or complaints against the RTC alleging discrimination with regard to fares, routing, scheduling, or quality of transportation service that RTC furnishes, on the basis of race, color, or national origin since the submission of its last Title VI Program.

Public Participation Plan

RTC's Public Participation Plan (PPP) is a guide for RTC's public participation activities. The PPP articulates the RTC's commitment to an open and transparent interface with the public and with relevant public agencies to support the regional transportation planning process. The goal is to provide the highest quality participation for transportation decision making by identifying and involving the various stakeholders, including citizens, in the planning process. To achieve its goal, major planning and program development objectives are accomplished by doing the following:

1. Seek maximum public participation throughout the planning process in a timely manner.
2. Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans.
3. Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations.
4. Inform and educate the public during the planning and decision-making process using accessible tools.
5. Explore and expand the use of virtual engagement to increase the amount and value of public participation.
6. Design initiatives that will support and encourage effective participation.
7. Conduct outreach that bridges language, cultural, and economic differences.
8. Provide reasonable accommodation and access to people with disabilities, so that they can easily participate in the regional planning process.

9. Consider, evaluate, and respond to public input.
10. Evaluate the public participation process regularly.

The current PPP is attached as Appendix B.

Language Assistance Plan (LAP)

The four-factor analysis included in the Language Assistance Plan (LAP) identifies appropriate language assistance measures needed to improve access to RTC services and benefits by limited English proficient persons (LEP). A needs assessment is conducted utilizing the USDOT’s four factor analysis.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by RTC services and programs

RTC Experience with LEP Persons

RTC, RIDE, and ACCESS staffs do not encounter persons who cannot speak any English at all on a daily basis. However, there are provisions in place to assist the LEP persons accessing the system. Examples of these provisions are:

- Fare and route information is printed in both English and Spanish (the most prevalent LEP language)
- ACCESS and Customer Service staff who are bilingual in English and Spanish are available during the course of a normal work day
- Customer Service staff have iPads which have translation software installed. In the case of a passenger wishing information outside of English and Spanish, the RTC staff can use this technology to provide the appropriate information.
- Website translation is available in the following languages:

○ Arabic	○ Greek	○ Portuguese
○ Chinese (simplified)	○ Indonesian	○ Romanian
○ Czech	○ Italian	○ Russian
○ Dutch	○ Japanese	○ Spanish
○ French	○ Korean	○ Swedish
○ German	○ Persian	○ Turkish
	○ Polish	○ Vietnamese
- Vital documents, promotional materials, and other important forms of communication are regularly translated into Spanish with other languages available upon request. These documents include:
 - Title VI information and complaint form
 - Individual route schedules
 - ADA paratransit eligibility and program information
 - Service and fare information

- RTC has entered into an agreement with the Language Bank of the Northern Nevada International Center to provide over the phone interpretation upon demand. The Language Bank can provide interpretation services in over 20 languages, with specialized knowledge in: Spanish, French, German, Italian, Portuguese, Russian, Japanese, Mandarin, Cantonese, Vietnamese, Thai, Korean, Tagalog, Amharic, Punjabi, Arabic, Urdu, Farsi, Hindi, and American Sign Language.

Washoe County Data

The American Community Survey (ACS) indicates that 24.2% of residents in Washoe County speak a language other than English at home. Aside from English, Spanish is the dominant language spoken at home at 17.2%.

English Ability at Home for Washoe County¹		
Population 5 years and over	Total	% of Total
English only	365,535	75.8%
Another language (English spoken very well)	72,870	15.1%
Another language (Speaks English less than very well)	43,746	9.1%
Total	482,151	100.0%

Table 1 – English Ability at Home for Washoe County

Data was also collected to identify languages spoken by LEP populations. ACS data provided by the U.S. Census Bureau currently only includes this level of data until the year 2015. For this reason, RTC will use this data listed below to examine the languages spoken by the LEP populations.

The US Department of Justice’s (DOJ) Safe Harbor Provision is required when an LEP language group exists that is five percent (5%) or 1,000 persons of the total population served by the agency (whichever is fewer). This provision includes the requirement that RTC will provide written translation of vital documents for languages which meet this threshold. Below in Table 2 - Language Spoken by Population are the languages spoken in the RTC service area sorted by the number of people speaking English “less than very well”. Based upon this analysis, the three languages which exceed the Safe Harbor Provision threshold are Spanish, Tagalog, and Chinese.

¹ Source: 2024: ACS 1-Year Estimates Subject Tables, Table S1601

Language Spoken at Home for the Population 5 Years and Over ²		
Language	Speaks English very well	Speaks English less than very well
Spanish or Spanish Creole:	47,495	24,264
French, Haitian, of Cajun	1,232	339
German or other West Germanic Languages	1,441	190
Russian, Polish, or other Slavic Languages	787	424
Other Indo-European Languages	4346	1880
Korean	380	346
Chinese (including Mandarin, Cantonese)	1612	1218
Vietnamese	600	618
Tagalog (including Filipino)	5,550	2,394
Other Asian and Pacific Island Languages	2,230	1,050
Arabic	195	22
Other and Unspecified Languages	1,523	714

Table 2 - Language Spoken by Population

To better understand the location of LEP persons within Washoe County, maps were produced to illustrate the census tracts where the majority of LEP persons live. As shown in Figure 2 – LEP populations by Census Tract, RTC RIDE bus routes serve the census tracts where LEP persons are more prominent.

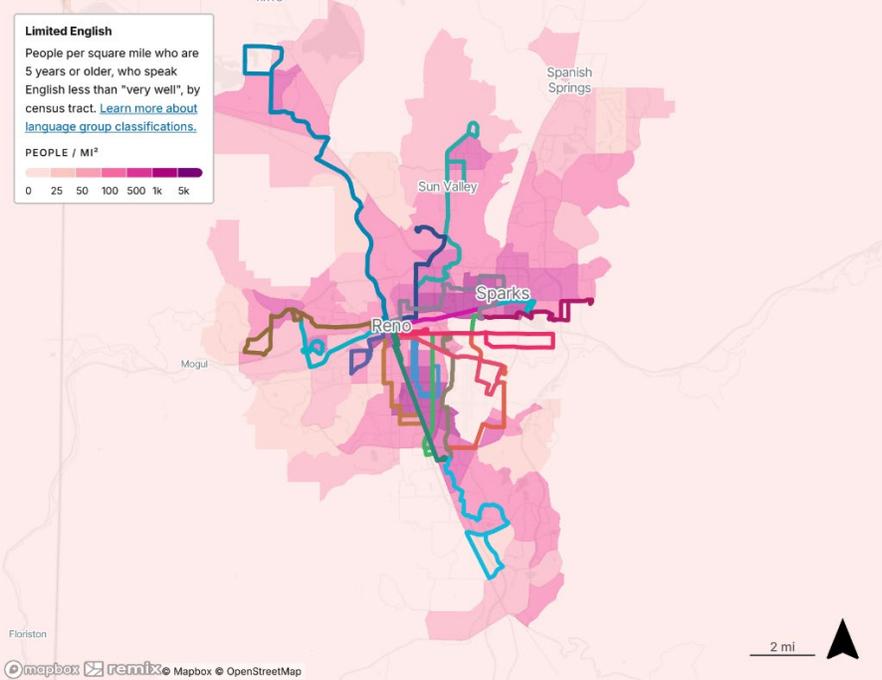


Figure 2 – LEP populations by Census Tract

² Source: ACS 5-Year estimate 2023 Table C16001

Washoe County School District LEP Data

All school districts in Nevada are required to inform the public on the performance of public schools in the state. This data is presented locally by Washoe County School District (WCSD) in an Annual Accountability Report corresponding to each school year. According to the 2024-2025 WCSD Annual Accountability Report, approximately 14.9% of children who attended Washoe County schools are enrolled as English learners which includes students who demonstrate Limited English Proficiency.

Washoe County Community Resources

The Northern Nevada Literacy Council (NNCL), the RISE Academy for Adult Achievement, and the WCSD offer English as a Second Language (ESL) literacy classes within Washoe County. Also, Truckee Meadows Community College (TMCC) offers college-level ESL instruction to students whose native language is not English and the University of Nevada, Reno (UNR) offers full time ESL classes.

For needs related to family support, the WCSD Family Resource Centers offer case management, referrals to community services, and workshops for the family. Progressive Leadership Alliance of Nevada (PLAN) assists with immigration matters, including the citizenship application process. Catholic Charities of Northern Nevada also provides assistance with the citizenship application process.

Currently, all community resources listed above are served by RTC fixed route service with stops within ¼ of a mile from each community resource location.

Factor 2: The frequency with which LEP persons come into contact with the RTC services and programs

RTC monitors its website traffic monthly for the number of users using the site’s translation service. This information is presented below for CY 2025.

Language	Website Translations	Total Website Sessions	% of Total Sessions
Spanish	115,036	3,164,385	3.64 %
Chinese	10,728	3,164,385	0.34%
French	2,207	3,164,385	0.07%
Japanese	2,154	3,164,385	0.07%
German	1,019	3,164,385	0.03%
Dutch	488	3,164,385	0.02%
Russian	481	3,164,385	0.02%
Vietnamese	459	3,164,385	0.01%

Arabic	422	3,164,385	0.01%
Portuguese	523	3,164,385	0.02%
Korean	484	3,164,385	0.02%
Turkish	269	3,164,385	<0.01%
Italian	420	3,164,385	0.01%
Thai	587	3,164,385	0.02%
Indonesian	161	3,164,385	<0.01%
Polish	237	3,164,385	<0.01%
Hungarian	104	3,164,385	<0.01%
Ukrainian	393	3,164,385	0.01%
Swedish	219	3,164,385	<0.01%
Azerbaijani	671	3,164,385	0.02%
Persian	115	3,164,385	<0.01%
Catalan	128	3,164,385	<0.01%

Table 3 - Website Translations above 100

RTC also receives ongoing feedback from its internal customer service staff and contracted employees regarding the amount of contact with persons demonstrating LEP. This feedback is from the following points of contact:

- Drivers (paratransit, microtransit, and fixed route)
- Customer service staff
- Paratransit dispatcher and reservationists

From this feedback, the most common request is for Spanish which happens only on an infrequent (less than daily) basis. As already noted, RTC has provisions in place to aid LEP populations if help is requested in accessing the transit system.

Factor 3: The importance to LEP Persons of Your Program, Activities and Services

RTC understands the importance of having public transit services within our community. Historical data indicates that LEP persons are likely to have a lower income and be less educated than the remainder of the population. Therefore, it is likely that they use public transportation as an efficient and less expensive option to owning a vehicle. This likelihood reinforces RTC’s commitment to not only providing service to LEP individuals but also making sure that the services they provide are as accessible as possible regardless of language considerations.

Factor 4: The Resources Available to the Recipient and Costs

Based on the findings from this analysis and the relatively low percentage of LEP persons within the RTC RIDE service area, it appears that RTC’s current efforts and application of available resources used to communicate important information to the LEP population is adequate. The Public Participation Plan summarizes RTC’s efforts to reach out to LEP persons.

These measures include opportunities to serve LEP persons at open houses, through marketing outreach and signage for bus stops and route information.

As the U.S. Census data indicates the majority of the LEP populations within the RTC service area speak Spanish, the RTC has focused efforts on communicating in Spanish. Some of the information which RTC provides in Spanish include:

- Individual schedules include Spanish translation.
- Translatable website
- Customer service staff fluent in Spanish for all modes of transportation.
- Vital documents automatically translated in Spanish.

Due to the number of potential passengers who are also fluent in Chinese and Tagalog (Filipino), RTC has added statements in these languages to our vital documents. This modification is to ensure consistency between RTC's outreach and the Safe Harbor provisions.

Minority Representation on Planning and Advisory Bodies

The RTC has its Citizens Multimodal Advisory Committee (CMAC) which provides input on certain policy and planning issues as well as key planning documents.

CMAC is a 9-member committee that acts as an advisory board to the RTC on transportation issues. The RTC appoints citizens through an application selection process to serve on the Committee. Recruitment notices are advertised in the three local newspapers (Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada Spanish News) and are distributed to all the radio and television stations in the metropolitan area. RTC also posts information on its website and through social media outlets. In addition, the RTC produces a monthly eNews letter that is distributed to over 500 agencies and organizations, including government offices, public libraries, community service agencies, social service agencies, and ethnic and culture clubs and organizations. Subscribers of MyRTC are also notified by email when announcements are made. After advertising, the RTC Board approves appointments to this advisory committee.

There are no quotas based on sex or race. The CMAC meets monthly and advises RTC on matters relating to transportation. This responsibility includes reviewing and reporting to the Commission on transit service recommendations and plans. The agenda and minutes for CMAC meetings are posted to the RTC website and a meeting summary is shared with the RTC Board.

Citizens Multimodal Advisory Committee Roster as of December 2025			
Terms Expiring June 2026			
Name	Sex	Race	Representing
Bernadett, Ryan	M	White	Committee Chair
Stauffer, Panah	F	White	Committee Vice-Chair
Chene, Sue-Ting	F	Asian	General Public
Cole, Damien	M	White	General Public
Henderson, Sierra	F	White	RTC RIDE
Martinez, Juan	M	Hispanic/Latino	General Public
Lansbrough, Michael	M	White	RTC RIDE
Orr, Kelly	F	White	General Public
Stanfield, Judy	F	White	General Public

Table 4 - Advisory Committee Membership

Providing Assistance to Subrecipients

The RTC no longer operates a 5310 program that involves subrecipients. As such, the RTC does not have a program currently in place to assist subrecipients. Should the RTC return to its previous model of distributing section 5310 funds to subrecipients, it will resume the assistance that was previously in place.

Title VI Equity Analysis for the Construction of a Facility

The RTC has completed various renovations and remodeling projects at its two main passenger facilities (4th Street Station and Centennial Plaza), and operation facilities (Terminal Way, Villanova, and Sutro). All of these renovations were of existing buildings on existing transit property with no required property acquisition. As such, a Title VI analysis was not conducted for these projects.

Approval of Title VI Program by Governing Entity

The RTC Board approved the RTC 2026 FTA Title VI Program at its regularly scheduled meeting on February 20, 2026. The RTC Board agenda and minutes for this meeting are included as Appendix C.

REQUIREMENT OF TRANSIT PROVIDERS

System-wide Service Standards

Service policies and standards are developed specifically for the RTC. They establish service and performance guidelines to be met as resources allow, and detail the process to be used in evaluating existing and proposed services. Transit service guidelines are a set of general rules to be followed when existing transit service is modified or new service is established. Performance standards serve as the criteria for evaluating both existing and proposed transit

service. These policies and standards are developed by the RTC with assistance from RTC RIDE management. Transit service policies and standards also ensure that proposed changes are equitable in all aspects of bus stop and route management.

In 2021, RTC conducted a holistic review of its transit services, called TOPS (Transit Optimization Plan Strategies) which received board approval on July 15, 2022. This analysis was conducted by a project team led by Transportation Management & Design Inc. As a required work product, this process included a review of current service standards and Title VI related practices. In support of TOPS, outreach was conducted through two surveys with over 1700 combined responses. Spanish survey translations were also created and available for all passengers. Outreach of the full document was also conducted using the same process as other resolutions being presented to the Board of Directors and followed the guidelines contained in RTC’s Public Participation Policy. RTC has begun a refresh of the TOPS plan as of April 2025. While the full plan has not been completed as of the writing of this Title VI plan, it includes the same elements as the previous plan, such as the review of service standards and Title VI related practices. All surveys and outreach have been available in Spanish, as well.

Vehicle Load

A vehicle’s customer load factor refers to how many people are on the bus at any given moment compared to the vehicle’s seated and standing capacity. For example, a load factor of 100% indicates all customers are seated (that is, 100% of seats are occupied), while a load factor of 120% indicates that 20% of customers must stand. While high productivity is desirable for transit service, customer loads must be monitored to ensure that the service remains attractive to customers. Service quality issues with crowding are dependent on both the number of standees and the amount of time customers must stand. If crowding is relatively brief and dissipates in just a few minutes of travel, it usually will not warrant additional service. Sustained crowding should be evaluated for increased frequency.

RTC conducts a complete and comprehensive review of vehicle loads annually including comparing loads on minority vs non-minority routes. Throughout the year, RTC also monitors the service to see if individual trips are exceeding the 150% standard and adjusts as necessary.

Measurement	<ul style="list-style-type: none"> - Fixed Route: <ul style="list-style-type: none"> ○ 125% or less - during peak hour/peak direction travel for local and RAPID routes ○ 100% or less - for commuter routes at all times ○ 100% or less - during midday hours for local and RAPID routes ○ 150% or less - for individual trips
Data Source	- Automatic passenger counting system
Frequency	- Annually

Vehicle Headway

This performance standard is a measure of how bus service frequencies are distributed between minority and non-minority routes. This analysis is done by averaging the headways of minority and non-minority routes in tabular form. If minority routes have a worse average frequency than non-minority routes, RTC should reallocate frequency in the upcoming year to mitigate the difference.

Measurement	Fixed Route: Average Headways comparison of Minority and Non-Minority Bus Routes
Data Source	Bus Schedules
Frequency	Annually

On-Time Performance

An on-time performance standard defines a minimum threshold that RTC fixed route service should meet regarding the percentage of total daily trips that are operated as scheduled. RTC defines “on-time” as 1:00 minute early to 5:00 minutes late departing each timepoint. Being early to the last timepoint on a trip does not count against the standard based on the customer experience. Specific fixed routes are also excluded during the monthly on-time performance calculation due to the nature of the route (high frequency, headway-based service) or significant, on-going road construction.

On-time performance reflects both the predictability and reliability of service, which can affect whether people choose to use or continue to use transit. The on-time performance goal is 85%; this goal is a common industry target that is now applied to RTC’s overall fixed route network.

Systemwide on-time performance is monitored monthly and is calculated and presented for minority and non-minority routes. For each service change, RTC considers making schedule adjustments when the 85% systemwide goal is not met or when the Title VI review shows lower on-time performance on minority routes than non-minority routes.

Measurement	<ul style="list-style-type: none"> - Fixed Route: At least 85% of departures at timepoints within 1 minute early and 5 min late (does not include being early at last timepoint). - Fixed Route: Average on-time performance comparison of Minority and Non-Minority Bus Routes
Data Source	<ul style="list-style-type: none"> - Onboard GPS
Frequency	<ul style="list-style-type: none"> - Monthly as part of the Public Transportation KPI Dashboard and monthly operations meeting.

Service Availability

This analysis looks at the extent to which fixed route and microtransit services are available to the residents of urbanized areas of Washoe County and uses the measurement of residents living in the Mixed-Use Core, Tier 1, and Tier 2 of the Truckee Meadows Regional Planning Agency (TMRPA) land use designation areas as the basis for total population for this analysis. Using GIS, the population within ¼ mile of any RTC fixed route service or within a microtransit zone would be calculated and considered served by transit. The number of residents served by transit would be divided by the total population, yielding the percent considered served by transit. This analysis also includes the number of minority and non-minority residents served by fixed route and microtransit services.

Measurement	- More than 70% percent of residents living in the Mixed-Use Core, Tier 1, and Tier 2 TMRPA land use designation areas are within ¼ mile of a fixed route or within a microtransit zone
Data Source	- Census data - GIS shapefiles for current bus and microtransit service
Frequency	- Annually

Vehicle Assignments

This performance standard is a measure of how vehicles are distributed between minority and non-minority routes. This analysis is done by averaging the average vehicle age of minority and non-minority routes in tabular form. Consideration is given to the geographic nature and length of route to balance the fuel efficiency and operating characteristics of the different propulsion systems that RTC uses in its daily operations. If minority routes have a worse average vehicle age than non-minority routes, RTC should change vehicle assignment in the upcoming year to mitigate the difference.

Measurement	- Fixed Route: Average vehicle age comparison of Minority and Non-Minority Bus Routes
Data Source	- Vehicle assignment by route - Vehicle age by bus
Frequency	- Annually

Transit Amenities

RTC has a dedicated bus stop database which is used to track the individual bus stops, the routes that are served, and the amenities at each location. A sample of this data is below.

BSL#	Active YES/NO	Non-Center Stop	LOCATION	Route	LOCATOR	ADA 5x8	Sidewalk	Pad	SHELTER	BENCH	Trash	Map	Bus Stpr	Solar Light
59	YES	Yes	N Center St & E 1st	1 I	FS	Y	Y				V		Y	
509	YES	Yes	S Virginia St & E Moana Ln	1 I	NS	Y	Y	Y	1	2	PM	SM	Y	
56	YES	Yes	S Virginia St & E Liberty St	1 I	NS	Y	Y	Y		1			Y	

BSL#	Active YES/NO	Non-Center Stop	LOCATION	Route	LOCATOR	ADA 5x8	Sidewalk	Pad	SHELTER	BENCH	Trash	Map	Bus Stpr	Solar Light
506	YES	Yes	S Virginia St & Meadowood Mall Cir	1 I	FS	Y	Y			1	GMS	LT		
1411	YES	Yes	S Virginia St & Meadowood Mall Way	1 I	FS	Y	Y	Y	1	2	GMT	SM		Y
57	YES	Yes	S Center St & Ryland St (Library)	1 I	NS	Y	Y	Y		1				
1951	Yes	Yes	S Virginia St @ Cent. Theater	1 I	AT	Y	Y			1				S
1850	YES	Yes	S Virginia St & Thoma St	1 I	FS	Y	Y	Y		1	PM			
48	YES	Yes	S Virginia St & Wells Ave	1 I	FS	Y	Y	Y	1	1	PMT	SM		
50	YES	Yes	S Virginia St & E Arroyo St	1 I	NS	Y	Y			1	PM			

Table 5 - Sample Transit Amenity Data

RTC plans to install transit amenities at every stop where there is room to safely install a bus shelter and/or bench. Shelters are being installed at stops based on ridership and space availability. Some stops that do meet the requirement for an amenity are often met with challenges of obtaining proper right of way. In an instance where a shelter is warranted, but the right of way is not available, RTC will evaluate other options. Such options can include possibly relocating a stop slightly to a location where right of way is available, if such relocation would not significantly impact the bus stop spacing.

Title VI Disparate Impact Policy

The FTA Circular 4702.1B requires that recipients of Federal Transit Administration funding prepare and submit service equity analyses for proposed major service changes or any fare change. The purpose of this policy is to establish a threshold which identifies when the adverse effects of a fare change or major service change, defined as 25% or greater addition or reduction in service, are borne disproportionately by minority populations. The Disparate Impact threshold is defined as follows: Should the impact of any major service change require a minority population to bear adverse effects (20% more or less than those adverse effects borne by the non-minority population), that impact will be considered a disparate impact. Should a proposed major service change result in disparate impact, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disparate impact of the change. If RTC finds potential disparate impacts and then modifies the proposed changes in order to avoid, minimize or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modification actually removed the potential disparate impacts of the changes.

Disproportionate Burden Policy

The FTA Circular 4702.1B requires that recipients of Federal Transit Administration funding prepare and submit service equity analyses for proposed major service changes or any fare change. The purpose of this policy is to establish a threshold which identifies when the adverse

effects of a fare change or major service change, defined as 25% or greater addition or reduction in service, or construction projects, are borne disproportionately by low-income populations. For purposes of this policy, low-income population is defined as any readily identifiable group of households who are at or below 150% of the Department of Health and Human Services Poverty Guidelines. The disproportionate burden threshold is described as follows: Should the burden of any major service change require a low-income population to bear adverse effects (20% more than those adverse effects borne by the non-low-income population), that impact will be considered a disproportionate burden.

Should a proposed major service change result in a disproportionate burden, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disproportionate burden of the change. If RTC finds a potential disproportionate burden and then modifies the proposed changes in order to avoid, minimize, or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modifications actually removed the potential disproportionate burden of the changes.

Demographic Data

Current Service Area

The service area defined for RTC’s Title VI Plan is considered to be contiguous with Washoe County. Washoe County is the second most populous county in Nevada, the 7th largest county by area, and includes the cities of Reno and Sparks. Beyond the combined urban area of Reno and Sparks, most of the county is very lightly populated with large amounts of federal recreation land. Below is 2020 U.S. Census Data for Washoe County³.

Washoe County Overview	
Population	486,492
- Reno population	264,165
- Sparks population	108,445
- Other population	113,882
Minority Population	174,723 (35.9%)
Land Area	6,302.4 square miles

Table 6 - Washoe County Overview

Proximity to Service

Proximity to service is monitored through a performance monitoring process associated with the coverage of RTC’s fixed routes and microtransit system. Similar to LEP and minority populations, other demographic information such as poverty level, access to vehicles, population density, and available jobs are monitored by staff to show that service availability is appropriate.

³ Source: United States Census 2020 Redistricting Data (PL-171), Table P1

Ridership Characteristics and Demographics

RTC routinely conducts surveys of its passenger base to collect information primarily related to service initiatives. These efforts can include specific surveys for certain routes at transit centers, along busy stops where a major routing change may take place, or specific corridors based on long-range planning studies. These types of surveys are done routinely to assist the transit planning department in many scheduling aspects to gauge potential impacts of proposed changes that may include route changes, span of service changes, or headway changes.

The most recent significant, systemwide survey collection was performed as a part of the development of the TOPS update, the RTC's short range transit plan. Below is a summary of the demographic information received from passengers through this TOPS survey.

- 69.42 percent of respondents indicate being of typical working age (between age 25 and 65), with the highest number of respondents reporting an age range of 55-64 and a further 25 percent being between 65-84. Overall, this indicates that RTC serves riders of a wide range of age groups, likely with a variety of travel needs.
- The majority of respondents report having jobs, with 53 percent indicating having either full-time, part-time, or seasonal employment and another 22 percent indicating being retired.
- Overall, the race/ethnicity reported by respondents reflects the demographics of Reno and the Truckee Meadows region, with most respondents being white/Caucasian and the highest minority population being Hispanic/Latino.
- While the highest number of respondents indicate having no mobility limitation, over 36 percent do report having some limitation or disability. This indicates a relatively high rate of use by individuals with mobility limitations and reveals a need for RTC to accommodate and dedicate focus on riders with special accessibility needs.
- 48 percent of respondents indicate having a household income of less than \$39,974, revealing a high rate of RTC ridership by lower income residents. This is fairly consistent with the experiences of other transit agencies across the nation that are similar in size and consistency to RTC.
- About half of all respondents, report having no access to a vehicle. This indicates a high rate of transit dependency among riders, as well as a relatively low number of RTC riders who use transit by choice.

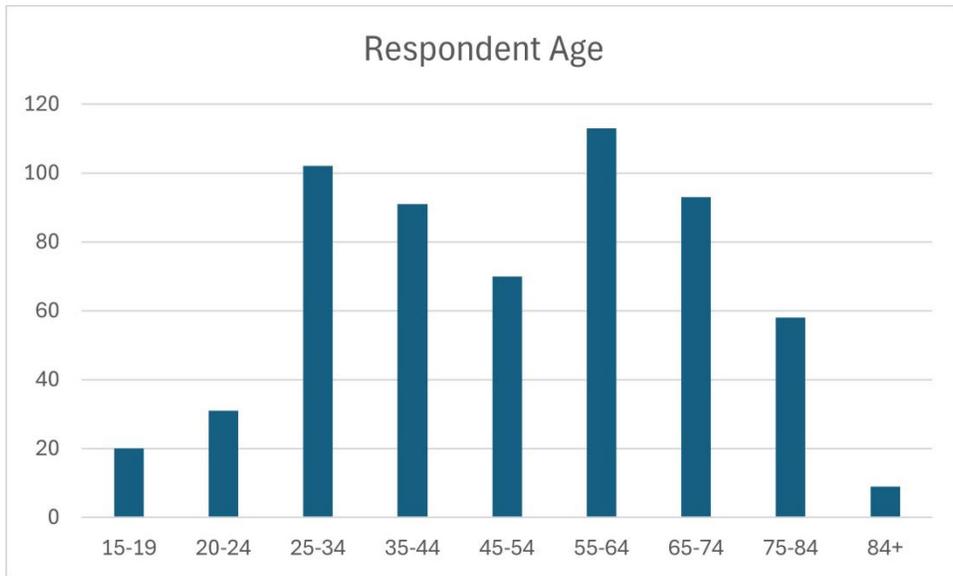


Figure 3 - Passenger Survey - Respondent Age

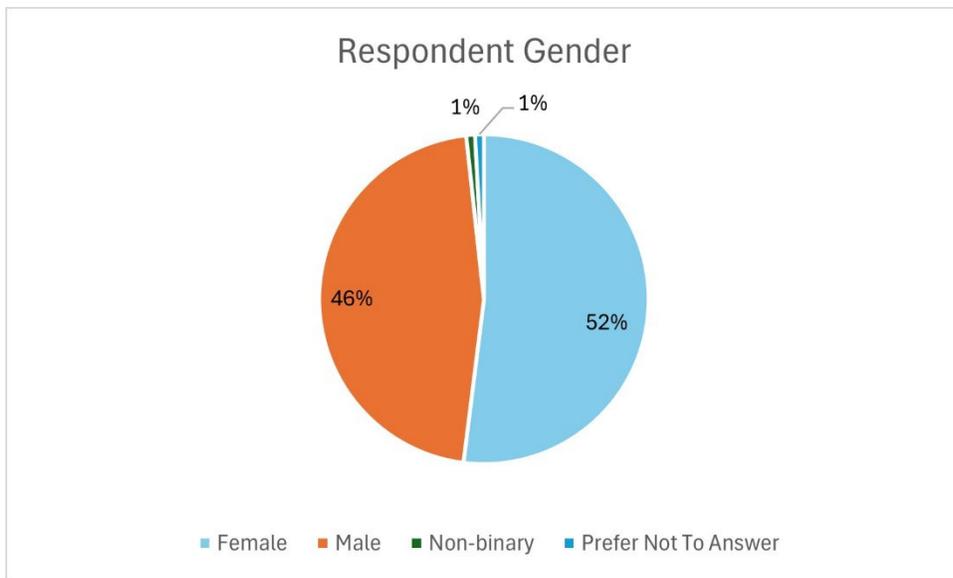


Figure 4 - Passenger Survey - Respondent Gender

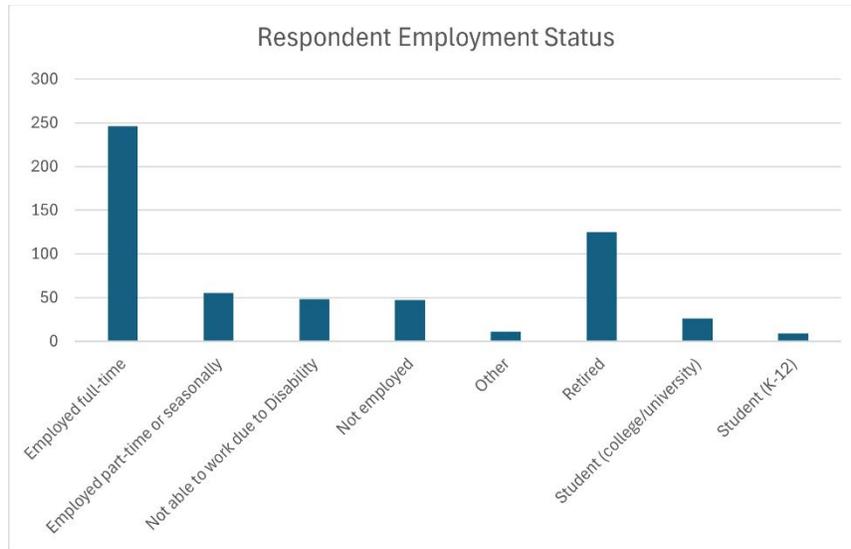


Figure 5 - Passenger Survey -Respondent Employment Status

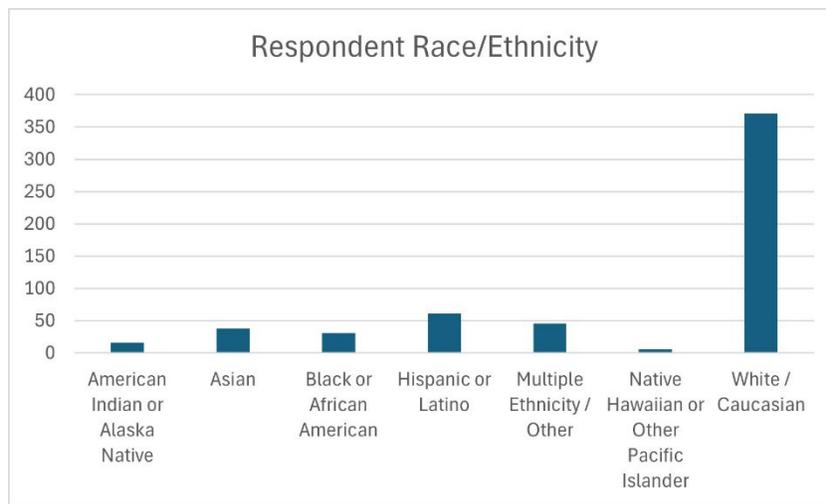


Figure 6 - Passenger Survey -Respondent Race

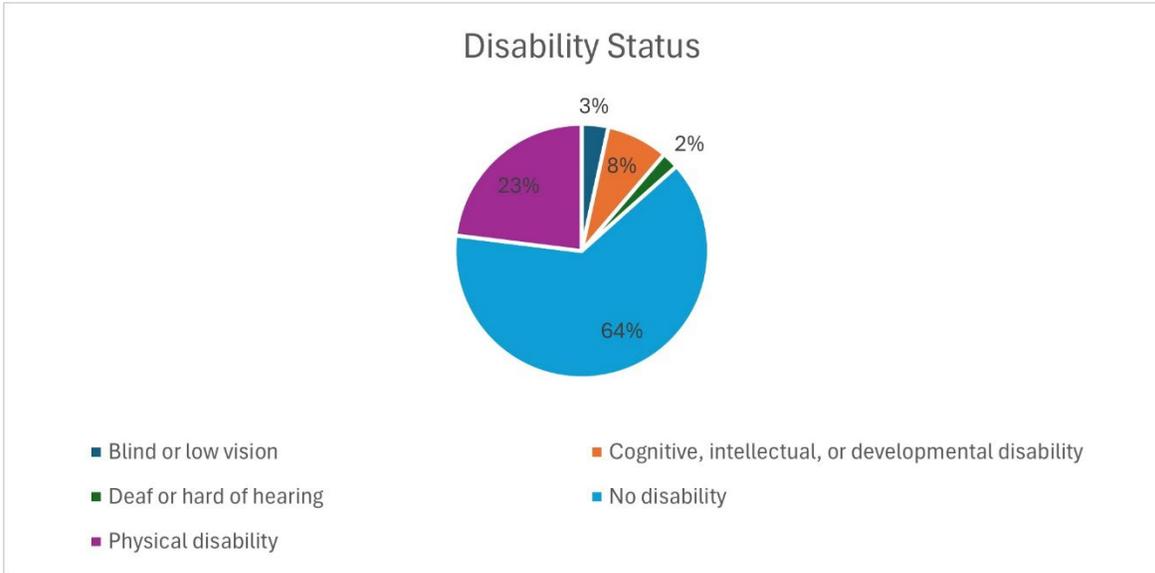


Figure 7 - Passenger Survey -Disability Status

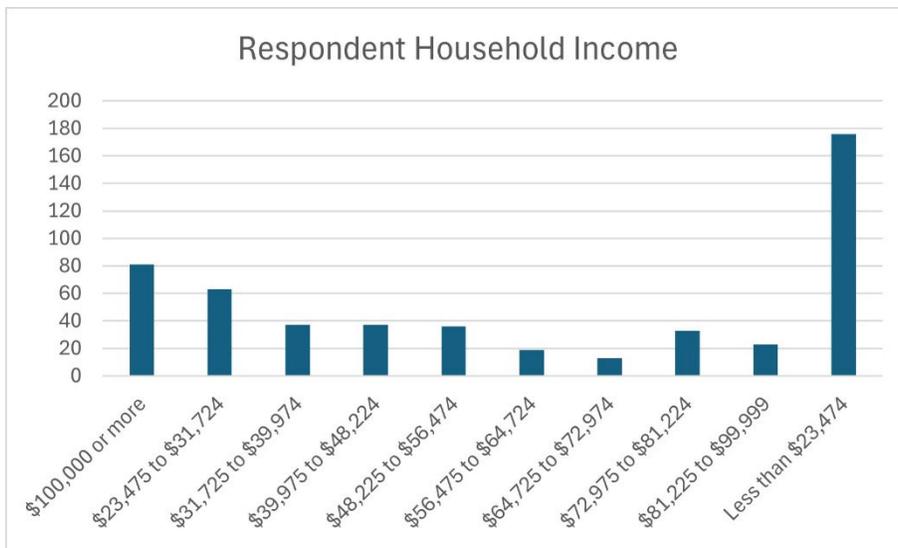


Figure 8 - Passenger Survey -Respondent Household Income

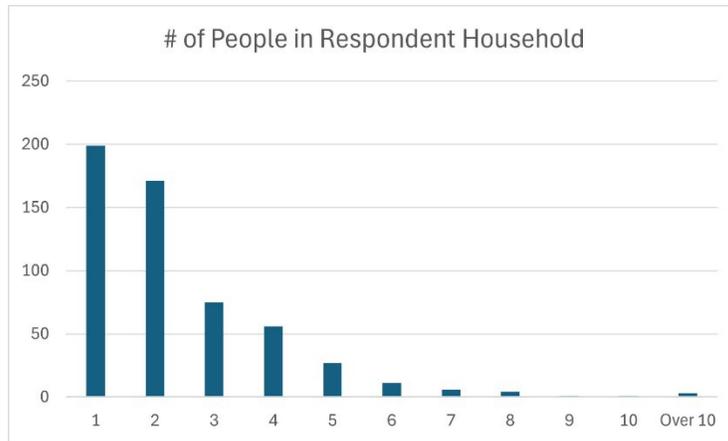


Figure 9 - Passenger Survey - Respondent Household Size

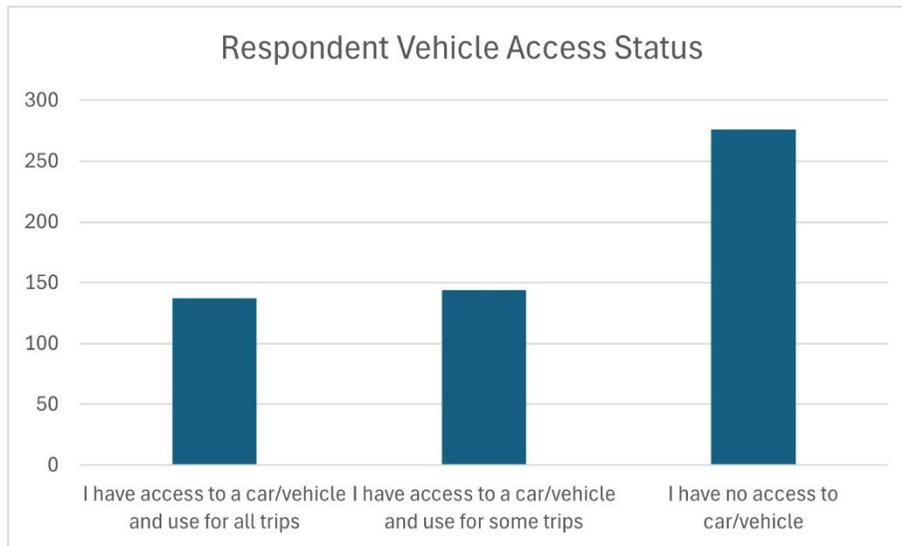


Figure 10 - Passenger Survey - Respondent Access to Vehicles

Monitoring Transit Service

Minority and Non-minority Routes

Minority routes are defined as routes that have at least 1/3 of its total revenue hours in a census block with a percentage of minority population greater than the percentage of minority population in the transit service area. “Non-minority” lines are all others. Based on the American Community Survey (ACS) Table B03002, 2024 5-Year Estimate, the minority population is 41.5% for the RTC service district (Table 8 - Minority Population).

Population	497,200	100.0%
Minority: All minorities	206,246	41.5%
Non-Minority: White (non-Hispanic)	290,954	58.5%

Table 7 - Minority Population

All of RTC transit routes are designated as minority transit routes. Table 9 - Minority and non-Minority Routes and Figure 12 – Minority Population by Census Tract below summarize each route, the total route miles, route miles in minority population census tracts, and the percentage of route miles in minority tracts as of 12/31/2025.

Regional Transportation Commission				
RTC RIDE Minority Bus Routes				
Route Name	Total Route Distance (Miles)	Route Distance within Minority Census Tracts (Miles)	% Within Minority Tracts	Minority Route
1	9.72	6.06	62.3%	Yes
2	15.11	14.31	94.7%	Yes
4	12.78	6.12	47.9%	Yes
5	15.42	14.82	96.1%	Yes
6	9.26	4.62	49.9%	Yes
7	25.14	17.90	71.2%	Yes
9	13.27	12.21	92.0%	Yes
11	24.46	17.71	72.4%	Yes
12	14.33	12.31	85.9%	Yes
13	9.13	7.43	81.4%	Yes
14	9.4	7.35	78.2%	Yes
15	10.31	9.51	92.2%	Yes
16	5.66	2.08	36.8%	Yes
18	11.13	9.39	84.4%	Yes
21	9.74	9.34	95.9%	Yes
54	15.91	13.73	86.3%	Yes
56	14.6	8.95	61.3%	Yes
Lincoln Line	6.24	5.60	89.8%	Yes
Virginia Line	12.34	7.18	58.2%	Yes

Table 8 - Minority and non-Minority Routes

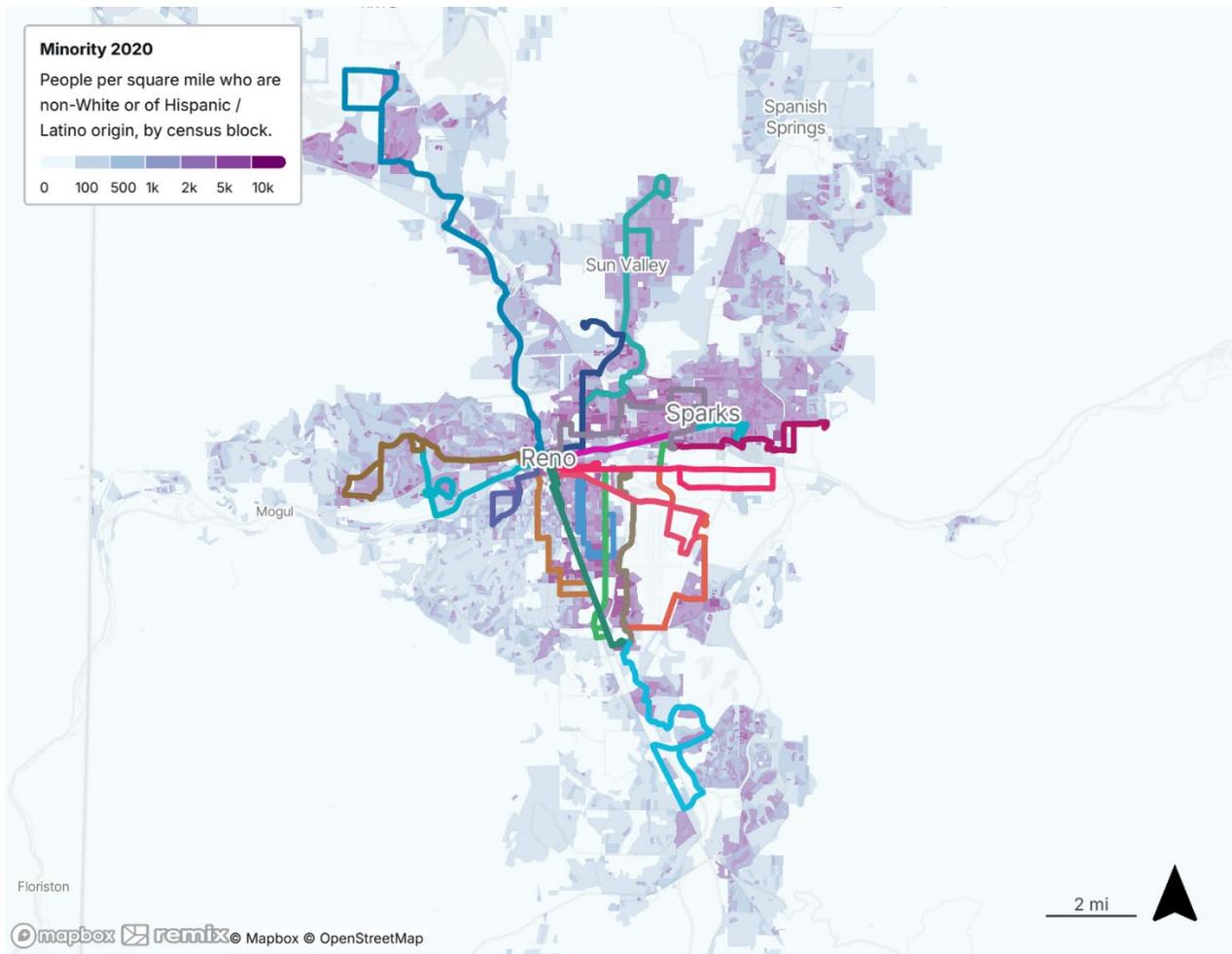


Figure 111 – Minority Population by Census Tract

Service Availability for Minority and Non-Minority Residents

To ensure that all populations have quality access, RTC monitors the availability of public transit service for minority and non-minority residents. This calculation is performed in Remix, the software package used by RTC staff for service planning. Remix calculates the measurement using RTC’s route structure, bus stop locations, and the latest available Census data. Below is the fixed route service availability for minority and non-minority populations as of 12/31/2025. This data indicates that RTC’s fixed route transit provides increased service to minority populations when compared to the total service district population and demographics.

	Population within ¼ mile of RTC bus stop	Washoe County Total
White only	79,014 (46.6%)	287,022 (56.6%)
Minority	90,498 (53.4%)	220,258 (43.4%)
Total	169,512 (100.0%)	507,280 (100.0%)

Table 9 - Service Availability for Minority & Non-Minority Residents

Similar to LEP and minority populations, other demographic information such as poverty level, access to vehicles, population density, number of jobs, and social vulnerability are also monitored by staff to show that RTC transit is available to all populations. Below are example maps showing our transit service when compared to these indicators.

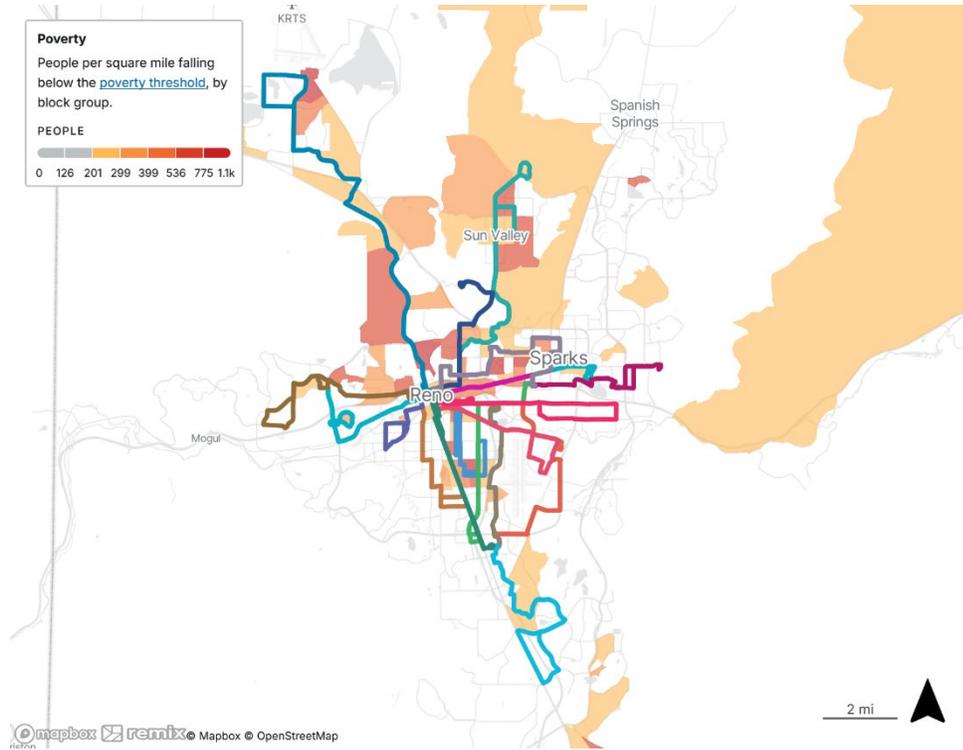


Figure 12- Poverty Levels

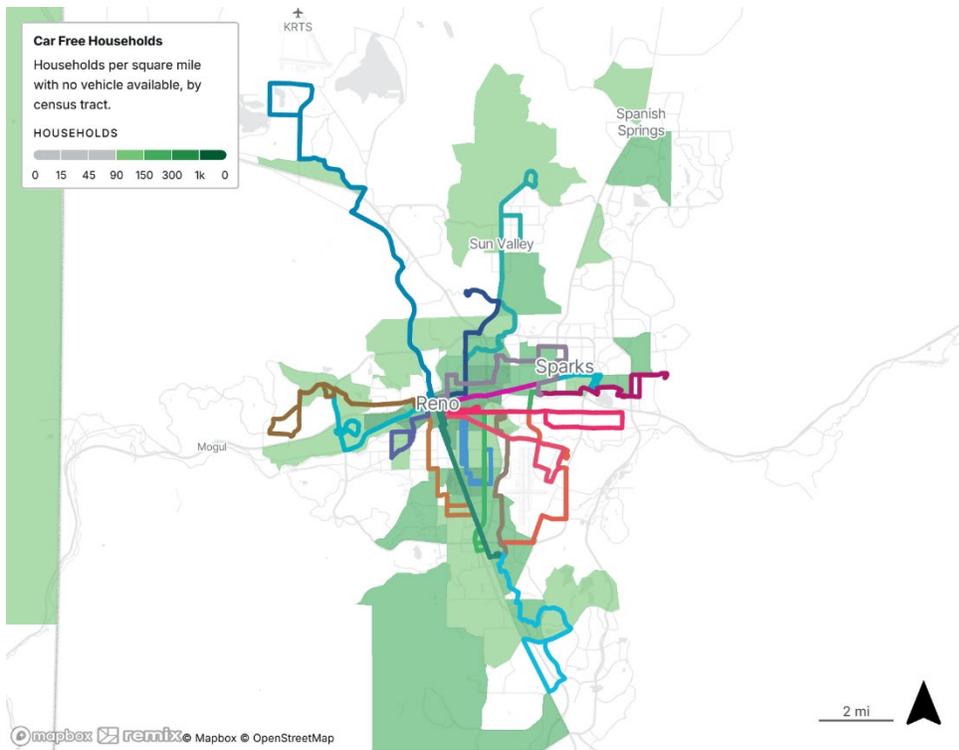


Figure 13 - Zero Car Households

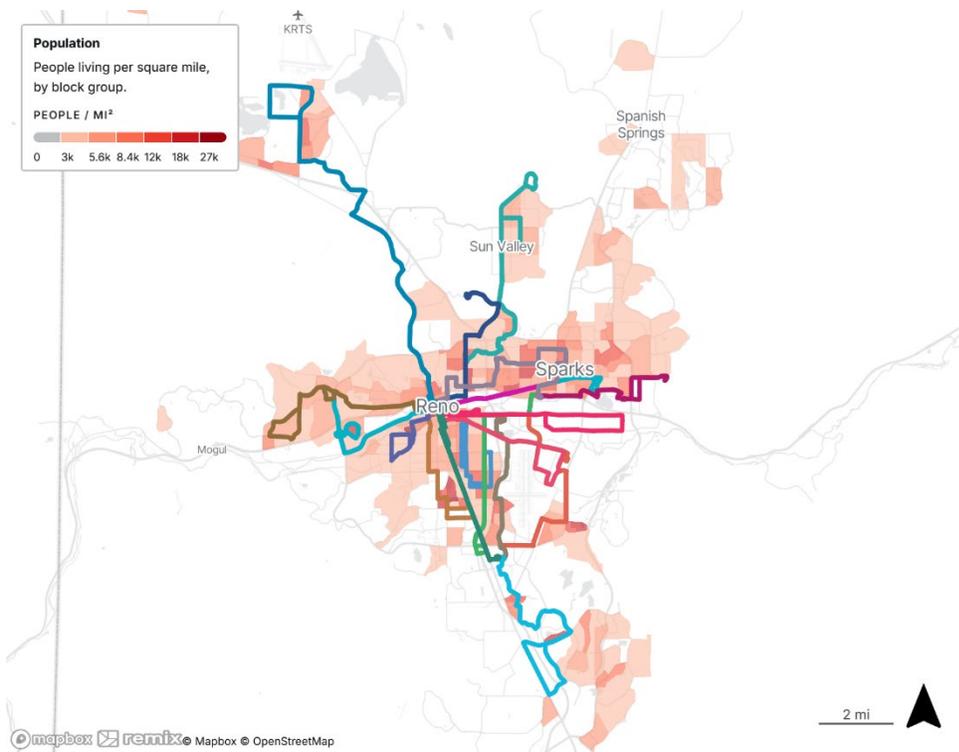


Figure 144 - Population Density

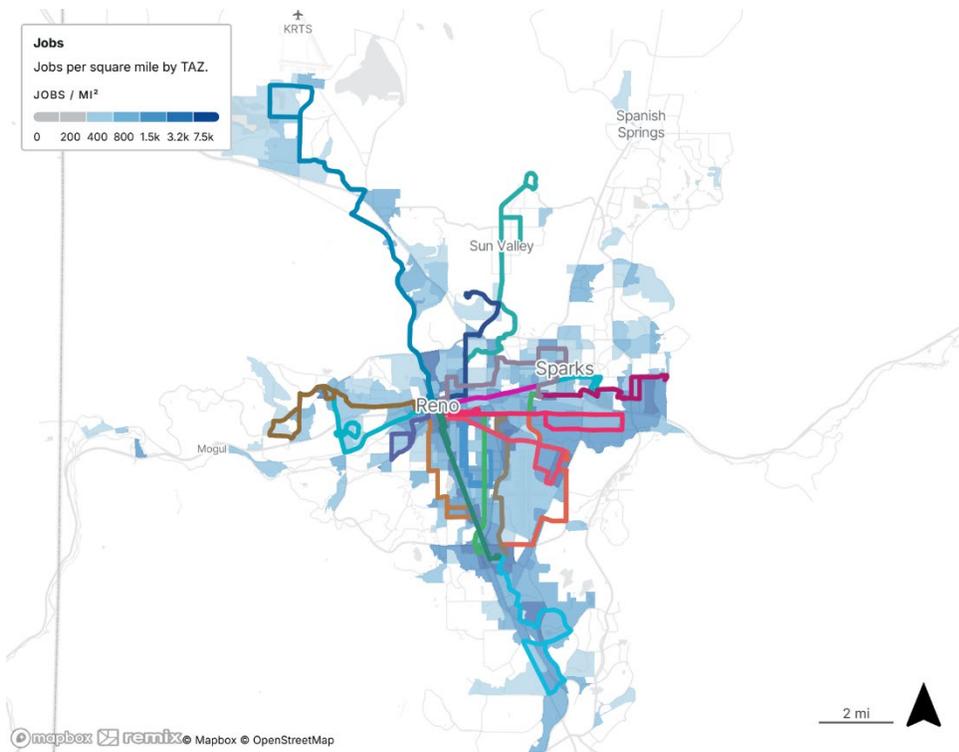


Figure 155 - Job Density

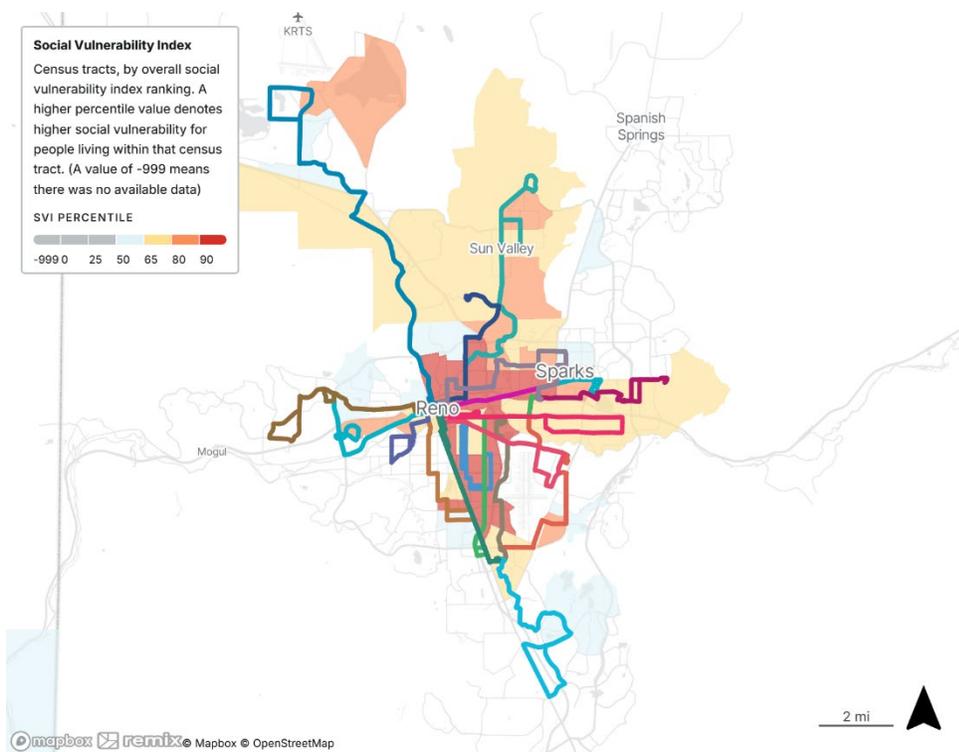


Figure 166 - Social Vulnerability Index

Service Span, Frequency, and Vehicle Loads

As presented below, all routes are located in minority or low-income areas. Routes 1 and 11 are 24-hour routes. Additionally, most routes tend to provide frequent 30-minute service throughout the day. This is largely based on the demand for service in these areas.

Route	Minority Route	Weekday frequency	Span of Service
1	Yes	30	24
2	Yes	30	21:14
4	Yes	60	18:11
5	Yes	30	20:05
6	Yes	60	18:00
7	Yes	30	21:33
9	Yes	30	20:19
11	Yes	30	24
12	Yes	30	21:29
13	Yes	30	18:15
14	Yes	30	19:33
15	Yes	30	17:40
16	Yes	45	16:58
18	Yes	30	19:44
21	Yes	30	18:07
54	Yes	60	13:51
56	Yes	30	17:19
Lincoln Line	Yes	10	14:33
Virginia Line	Yes	10	19:27

Table 10 - Service Availability by Route

The headways on minority and non-minority routes are equitable, as all routes are designated minority routes. The system average for the peak headway is slightly above 33 minutes. Additionally, the average span of service is 19:02.

On-Time Performance

RTC defines “on-time” as 1:00 minute early to 5:00 minutes late leaving each timepoint. This calculation is measured automatically using GPS logged into the Automated Vehicle Locator (AVL) system and is reported monthly to staff. Below is the on-time performance for CY2025 Q4.

	October 2025	November 2025	December 2025
Minority Routes	90.19%	90.89%	90.42%
System Average	90.19%	90.89%	90.42%

Table 11 - On-Time Performance

Stop Amenities

RTC seeks to install transit amenities along bus routes based upon the number of passenger boardings at stops, with variances primarily due to the geographic space available for the installation of these amenities. This information is maintained in a database which includes references to minority and previously non-minority bus routes. A summary of our stop amenity data is below.

	% Stops With At Least One Bench	% Stops With At Least One Shelter
Minority Routes	77%	26%
System Average	77%	26%

Table 12- Summary of Stop Amenities

Vehicle Assignments

Vehicle assignments are done based upon the propulsion system of the vehicles and then randomly thereafter. Buses will be assigned to bus routes in such a way that the average age of the buses serving any major geographic area of the community will not vary from the system average by more than 40%.

Evaluating Service and Fare Changes

The analyses in this section are taken from staff reports shared with the RTC board outlining the results of analysis of any proposed changes, whether these changes meet the threshold of being a “major service change”, if they will have a disparate impact on the basis of race, color, or national origin and, if so, how best to minimize any such impacts. The RTC also conducts numerous public outreach events and public hearings for any proposed major service change or fare policy change. The RTC Board of Commissioners’ approvals are sought for all fare or services changes before they are implemented.

Based on the latest FTA guidance in Circular 4702.1B, the RTC will continue to ensure that Title VI analyses are conducted, and its findings are approved by its Board of Commissioners, for all fare and service changes recommended in the future.

Methodology

For the review of current routes, level of service, and potential route changes, RTC uses a transit planning program called Remix. This program uses ACS Census data to provide updated demographic information. Service changes are generally evaluated using the methodology below:

1. Get the population near a route, including its low-income and minority percentage.
 - For each route, build a shape that represents the area within quarter-mile of any of its stops (half-mile for BRT stops).
 - Intersect the catchment area with 2016-2020 ACS 5-year estimates (or latest available Census data). Get a list of block groups and the percentage overlap with each.
 - For each block group, take the percentage of overlap and multiply it by the block group's statistics.
 - Get the population, minority population, and low-income population for each group and sum them together. This is the total population a route could serve.

2. Compare the number of people-trips, before and after.
 - Multiply the population near a route by the number of trips it makes (per year) to get "people-trips".
 - Repeat for low-income and minority populations to get "low-income people-trips" and "minority people trips".
 - Compare these numbers between the before and after versions of the route, to get a set of people-trip differences. We match before and after using routes that have the same name.

3. Get the total difference in people-trips across the transit system.
 - Repeat the process above for every route in the transit system.
 - Sum together the difference in people-trips. This will return three numbers: total difference in people-trips, total difference in low-income people-trips, and total difference in minority people trips.

4. Calculate the change borne by low-income and minority populations.
 1. Divide the total difference in low-income people trips by the total difference in people-trips to get the percentage of change borne by those with low incomes.
 2. Repeat for minority people-trips.

5. Compare the percentage change to the average in the service area.
 - Calculate the average percentage of low-income and minority populations across the entire service area.
 - Subtract from the change borne by those populations.
 - Get two final numbers: the delta between the impact this set of transit changes had on low-income and minority populations compared to any average change.

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major service changes or any fare change. 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:
 - 25% or more of the service hours of a route
 - 25% or more of the route’s ridership (defined as activity at impacted bus stops).

The analysis prepared under Title VI requirements is used to determine if a disparate impact exists with minority and disadvantaged populations. RTC’s Title VI policy defines that a disparate impact exists if the impact of any major service change requires a minority population to bear adverse effects (20% more or less) than those adverse effects borne by the non-minority population. Should a proposed major service change result in disparate impact, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disparate impact of the change. If RTC finds potential disparate impacts and then modifies the proposed changes in order to avoid, minimize or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modification actually removed the potential disparate impacts of the changes.

Below is information for each service change which met either one of these thresholds for CY 2023, 2024, and 2025. There were no temporary or permanent changes to the fare policy during this time frame.

May 6, 2023 Service Change

For the May 6, 2023, Service Change, RTC implemented the following improvements in service:

1. Route 4 – Modify to loop around 7th Street and McCarran Blvd. Walmart.
2. Route 11 – Extend east to McCarran Blvd in Sparks, looping at Howard Drive. Extended West to 7th Street & McCarran Blvd Walmart
3. Route 21 – Extend to Northern Nevada Medical Center.
4. Route 26 – Discontinue this route, replace with extended Route 11 and Route 21
5. Route 3 – Discontinue this route, replace with extended Route 4 and modified FlexRIDE service area.
6. FlexRIDE – Expand Somerset-Verdi service area to assist with Route 3 elimination.
7. Limited Specific Segment Run-Time Adjustments – as needed.

These changes met the threshold of a major service change as defined by RTC. Title VI analysis was conducted for each route and the changes in demographic information was reviewed by RTC Staff. While this service change included the discontinuance of two routes, two routes were modified and extended to absorb the service area lost. Additionally, a FlexRIDE zone was expanded to provide service to an area that lost fixed-route service but did not have strong enough ridership for a fixed route. The table below shows very little impact borne to the low-income community, but this table does not include the FlexRIDE microtransit service

that is now available in areas that lost fixed-route, and which has the same cost and availability to riders.

	Low Income	Minority
Change Borne	29.9%	45.7%
Area Average	21.2%	46.3%
Delta	8.7%	-0.6%

The remaining service changes during calendar years 2023, 2024, and 2025 were not deemed to be significant changes that warranted a Title VI analysis. All changes were either route timing adjustments or increases in trips that either filled in gaps or expanded the route span.

GUIDANCE FOR METROPOLITAN PLANNING ORGANIZATIONS

Guidance on Conducting Metropolitan Transportation Planning

- A. The demographic profile of RTC RIDE’s service area is included in Part II Section I “Demographic Data”.
- B. The RTC understands that low income and minority populations have specific needs when it comes to transportation. As reflected in this report, the RTC’s highest ridership routes are generally minority and low-income routes. In many cases, public transportation is the only transportation available for this population to get to work, school and other activities. The December 2008 on-board survey showed that 46% of riders have no working vehicle available to them.

The RTC works hard to provide the public with routes that are on time and reliable. Also, there is a large emphasis placed on the installation of transit amenities such as shelters, benches and trash cans. These amenities make riding the bus more pleasant for passengers. As indicated in this report many of these amenities are located on minority and low-income routes. This is largely a result of high ridership on these routes. Based on the analysis of this report it has been determined that minority and low-income populations are well served by the bus routes. However, there is always room for improvement and the RTC will continue to monitor routes to ensure that they serve the needs of minority and low-income populations.

- C. Different socioeconomic groups face different challenges in many aspects of life. In regard to public transportation the primary burden facing minority or low-income populations are that they are more likely to be dependent on the transit system than the remainder of the population. For example, if a minority or low-income person is

running late for work, he or she may not have the ability to drive a car to work that day instead of taking the bus.

This burden has large implications for the transit system. In order to balance the difference in burdens between socioeconomic groups, the RTC must provide reliable, on-time service to our passengers so they are able to get to work, school and social activities without fear of being late. It is important to make the ride as pleasant and positive as possible. Passenger amenities, such as shelters and benches, play a large role in making the wait for the bus more appealing. Friendly drivers and clean, reliable buses also make the ride more enjoyable for passengers.

Another burden that can impact low income and minority populations more than the remainder of the population are fare and service changes. This relates back to the population's reliance on public transportation. Many people do not have transportation options other than taking the bus and may have more limited resources when paying for a fare. Therefore, it is important that the RTC focuses on public input and spends time analyzing the impacts of fare and service changes for the minority and low-income populations. As described in this report any major service or fare change goes through thorough analysis before it is implemented. These changes are sometimes needed to best utilize the available resources and benefit the most passengers.

APPENDIX A

Title VI Policy, Complaint Procedures, and Forms

Title VI Policy

The RTC is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its services on the basis of race, color, or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended.

Filing a Complaint

If any person who believes they have, individually, or as a member of any specific class of persons, been subjected to discrimination by the RTC on the basis of race, color, or national origin may file a Title VI complaint with the RTC. The complaint must be in writing and filed within 180 days of the date of the alleged discrimination.

RTC Customer Service is available to assist in filing Title VI complaints daily from 8:00am to 12:00pm, and 1:00pm to 5:00pm. Customer Service is 4TH STREET STATION, CENTENNIAL PLAZA, or can be reached by phone at (775) 348-7433.

Written complaints may be filed at one of the following addresses:

Regional Transportation Commission
Director of Public Transportation
1105 Terminal Way
Reno, NV 89502

Or

U.S. Department of Transportation, Federal Transit Administration
Office of Civil Rights, Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

For additional information on your rights and the RTC's obligations regarding non-discrimination, as well as printable complaint forms and filing procedures, please visit rtcwashoe.com/about/title-vi/

如果需要其他語言的信息，請聯繫 (775) 348-7433

Kung kailangan mo ng impormasyon sa ibang wika, mangyaring kontakin ang (775) 348-7433.



(775) 348-RIDE rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

TITLE VI COMPLAINT PROCEDURES

Any person who believes he or she has, individually, or as a member of any specific class of persons, been subject to discrimination on the basis of race, color, or national origin may file a Title VI complaint with the RTC. The complaint must be in writing and filed within 180 days of the date of the alleged discrimination. The signed, written complaint should include the following information:

- Your name, address, and contact information (i.e., telephone number, email address, etc.); and
- How, when, where, and why you believe you or another person were discriminated against. Include the route, bus number, location, names, and contact information of any witnesses.

The complaint must be filed with RTC at the following location:

Regional Transportation Commission
Director of Public Transportation
1105 Terminal Way
Reno, NV 89502

Printable Form: Title VI Complaint form (PDF).

Phone: 775.348.0400

For those requiring hearing or speech assistance, dial 7-1-1 to use Hamilton Relay Nevada or call one of the toll free numbers below:

TTY/ASCII/HCO: 800-326-6868

Voice: 800-326-6888

Spanish: 800-877-1219

STS: 888-326-5658

VCO: 800-326-4013

Complaint Assistance:

RTC Customer Service will provide assistance writing a complaint if the complainant is unable to do so. RTC Customer Service is located in downtown Reno, at RTC 4TH STREET STATION (4th and Lake Street), downtown Sparks at RTC CENTENNIAL PLAZA (Victorian Avenue and 15th Street) or can be reached by phone at 348-RIDE (775.348.7433). Customer Service is available to provide assistance Monday through Friday, 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm, excluding scheduled holidays.

Complainants may also file a Title VI complaint with an external entity such as the FTA, other federal or state agency. However, should a complaint be filed with the RTC and an external entity simultaneously, the external complaint will supersede the RTC complaint. In short, the federal or state agency will complete the investigation of the complaint.

What happens to my complaint to RTC?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the RTC will be recorded and, except as provided in the preceding paragraph, promptly investigated. The RTC will commence the formal investigation of a Title VI complaint within ten (10) working days of receiving the complaint.

In instances where additional information is needed for assessment or investigation of the complaint, the RTC will contact the complainant in writing within 15 working days. Failure of the complainant to cooperate or to provide the requested information by a specified date may result in the administrative closure of the complaint.

The RTC will investigate the complaint and, following review of the facts revealed during the investigation, will prepare a written response for review and approval by the Director of Legal Services. If, following the investigation, the RTC is unable to conclude that a violation of the statute has occurred, it may administratively close the complaint. The written response, regardless of the decision, will be provided to the complainant. The response will advise the complainant of his/her right to file an appeal on the results of the complaint..

The RTC will use its best efforts to respond to a Title VI complaint within sixty (60) working days of its receipt of such a complaint. The complainant may appeal any decision by contacting:

Regional Transportation Commission
Bill Thomas, Executive Director
Attn: Title VI Complaints and Appeals
1105 Terminal Way
Reno, NV 89502



English (US)

Title VI Complaint Form

SECTION 1:

Name

First Name

Last Name

Address

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

Home Phone Number

Please enter a valid phone number.

Work Phone Number

Please enter a valid phone number.

Email

example@example.com

Accessible Format Requirements?

- Large Print
- Audio Tape
- TDD
- Other

Next



SECTION 2:

Are you filing this complaint on your own behalf?

- Yes*
- No

*If you answered "Yes" to this question, go to Section 3.

If not, please supply the name and relationship of the person for whom you are complaining:

Name

Relationship

First Name

Last Name

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party of you are filing on behalf of a third party

- Yes
- No

Back

Next



SECTION 3:

I believe the discrimination I experienced was based on (check all that apply):

- Race
- Color
- National Origin

Date of Alleged Discrimination:

MM-DD-YYYY 

Date

Explain as clearly as possible what happened and why you believe you were discriminated against:

Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses.

Back

Next



English (US) -

SECTION 4

Have you previously filed a Title VI complaint with this agency?

Yes

No

Back

Next

Política del Título VI

La empresa RTC tiene un compromiso para asegurar que nadie sea excluido de participar en sus servicios o de que los mismos le sean negados a nadie por su raza, color u origen nacional, según la protección del Título VI de la Ley de Derechos Civiles de 1964, según ha sido enmendada.

Para presentar una queja

Si cualquier persona cree que, individualmente o como miembro de una clase específica de personas, ha sido objeto de discriminación por parte de la empresa RTC por motivos de raza, color u origen nacional, puede presentar una queja del Título VI ante la RTC. La queja debe hacerse por escrito y presentarse dentro de los 180 días a partir de la fecha de la supuesta discriminación.

El departamento de Servicio al Cliente de RTC está disponible diariamente de las 8:00 am a las 12:00 pm y de la 1:00 pm a las 5:00 pm. para ayudar a presentar las quejas del Título VI.

**Las oficinas de Servicio al Cliente se ubican en la Estación de la Calle 4^a.
En la Centennial Plaza o les puede llamar al teléfono 775-348-7433.**

Comisión de Transporte Regional
Director de Transporte Publico
1105 Terminal Way
Reno, NV 89502

Departamento de Transporte de los E.U., Administración Federal de Autobuses
Oficina de Derechos Civiles, Región IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

Para más informes sobre sus derechos y las obligaciones de la empresa RTC sobre la no discriminación y para conseguir formularios impresos para su queja y procedimientos de las mismas, favor de visitar el sitio rtcwashoe.com/about/title-vi/

如果需要其他語言的信息，請聯繫 (775) 348-7433

Kung kailangan mo ng impormasyon sa ibang wika, mangyaring kontakin ang (775) 348-7433.



(775) 348-RIDE rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

PROCEDIMIENTO PARA QUEJAS TITULO VI

Cualquier persona que crea que él o ella se ha visto sujeta, como individuo o como miembro de alguna clase de personas en particular, a discriminación en base a su raza, color u origen nacional, puede poner una queja Título VI con la empresa RTC. La queja debe ser hecha por escrito dentro de los primeros 180 días de la fecha de la supuesta discriminación. La queja escrita y firmada debe incluir la siguiente información:

- Su nombre, dirección y datos de contacto (por ej: teléfono, correo electrónico, etc.) y
- Cómo, cuándo, dónde y por qué usted cree que usted u otra persona fueron discriminadas. Incluya la ruta, el número del autobús, el lugar, los nombres y datos de información de cualquier testigo.

La queja debe registrarse con la empresa RTC en la siguiente dirección:

Regional Transportation Commission
Director of Public Transportation
1105 Terminal Way
Reno, NV 89502

Formulario imprimible: Formulario de Quejas Título VI (PDF).

Teléfono: 775.348.0400

Para personas que necesiten ayuda con el oído o el habla, favor de marcar 7-1-1 para utilizar el servicio de Hamilton Relay Nevada o llamar a uno de los números gratuitos a continuación:

TTY/ASCII/HCO: 800-326-6868

Voz: 800-326-6888

Español: 800-877-1219

STS: 888-326-5658

VCO: 800-326-4013

Ayuda para las quejas:

El Servicio al Cliente de la empresa RTC proporcionará ayuda para poner una queja por escrito si el demandante no lo puede hacer. El Servicio al Cliente de RTC se ubica en las oficinas del centro de Reno, ESTACION RTC DE LA CALLE 4ª (Calle 4ª y Lake), oficinas del centro de RTC CENTENNIAL PLAZA (Calle Victorian y 15 o se le puede llamar por teléfono al 348-RIDE (775.348.7433)). Las oficinas de Servicio al Cliente están disponibles para proporcionar ayuda de lunes a viernes, de 8:00 am y de la 1:00 pm a 5:00 pm., excluyendo días festivos.

Los demandantes pueden también registrar una queja Título VI con una entidad externa, como las oficinas de FTA, o con otras agencias federales o estatales. Sin embargo, si una queja se registra

con RTC y con una entidad externa simultáneamente, la queja externa reemplazará la queja con RTC. En resumen, la agencia federal o estatal completará la investigación de la queja.

¿Qué le sucede a mi queja con RTC?

Todas las quejas de discriminación basadas en raza, color u origen nacional en un servicio o beneficio proporcionado por RTC serán registradas y, con excepción de lo proporcionado en el párrafo anterior, serán investigadas de inmediato. RTC iniciará la investigación formal de una queja Título VI dentro de los primeros diez (10) días de recibida la queja.

En caso de que fuera necesaria información adicional para la evaluación o investigación de la queja, RTC se comunicará con el demandante por escrito dentro de los primeros 15 días hábiles. Si el demandante no coopera o proporciona la información que se le pide para una fecha específica, esto dará como resultado el cierre administrativo de la queja.

La empresa RTC investigará la queja y, siguiendo la revisión de hechos revelados durante la investigación, preparará una respuesta por escrito para revisión y aprobación por parte del Director de Servicios Legales. Si al darle seguimiento a la investigación RTC no puede hacer una conclusión de que ocurrió una violación de los reglamentos, la empresa hará un cierre administrativo de la queja. El demandante recibirá una respuesta por escrito, sin importar la decisión tomada. La respuesta le dará información al demandante sobre su derecho a registrar y apelar en los resultados de la queja.

RTC hará todo lo posible para responder a una queja Título VI dentro de los primeros sesenta (60) días hábiles después de recibir la queja. El demandante puede apelar la decisión de RTC con:

Regional Transportation Commission
Bill Thomas, Executive Director
Attn: Title VI Complaints and Appeals
1105 Terminal Way
Reno, NV 89502



Formulario de queja del Título VI

SECCIÓN 1:

Nombre

Nombre

Apellido

Dirección

Dirección de la calle

Dirección de la calle Línea 2

Ciudad

Estado / Provincia

Código Postal

Número de teléfono de casa

Favor ingrese un número de teléfono válido.

Número de teléfono del trabajo

Favor ingrese un número de teléfono válido.

Email

ejemplo@ejemplo.com

Requisitos de formato accesible?

- letra grande
- Cinta de audio
- TDD
- Otro

Seguir



SECCIÓN 2:

¿Está presentando esta queja en su propio nombre?

- Sí
 No

*Si respondió "Sí" a esta pregunta, pase a la Sección 3. De lo contrario, indique el nombre y la relación de la persona por la que presenta la queja:

Nombre

Nombre

Apellido

Relación

Por favor explique por qué ha presentado la solicitud en nombre de un tercero:

Por favor, confirme que ha obtenido el permiso de la parte afectada si está presentando la solicitud en nombre de un tercero.

- Sí
 No

Atrás

Seguir



SECCIÓN 3:

Creo que la discriminación que sufrí se basó en (marque todas las que correspondan):

- Carrera
- Color
- Origen Nacional

Fecha de la presunta discriminación:

Fecha

Explique lo más claramente posible qué sucedió y por qué cree que fue discriminado:

Describe a todas las personas involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo(s) discriminaron (si se conocen), así como los nombres y la información de contacto de cualquier testigo.

Atrás

Seguir



 Español -

SECCIÓN 4

¿Ha presentado anteriormente una queja del Título VI ante esta agencia?

Sí

No

Atrás

Seguir

APPENDIX B
RTC Public Participation Plan



Regional Transportation Commission of Washoe County

PUBLIC PARTICIPATION PLAN

2025

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Executive Summary

As the Metropolitan Planning Organization (MPO) for the region, the Regional Transportation Commission of Washoe County (RTC) is required to develop and adopt a Public Participation Plan (PPP), in accordance with Federal Statute 23 CFR 450.316. Additionally, 23 CFR 450.316 (1) (x) requires, “Periodically reviewing the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.” This PPP updates and replaces the 2022 PPP with changes including enhanced plan specific requirements and new website accessibility standards. The 2025 PPP was developed in compliance with 23 CFR 450.316 (3) and included a 45-day public comment period.

The PPP describes the RTC policies and processes that provide reasonable opportunities for involvement by interested parties in regional transportation planning. The PPP is used as a guide for all RTC public participation activities related to regional transportation planning, including development of the following federally required planning documents:

- The Regional Transportation Plan (RTP)
- The Regional Transportation Improvement Program (RTIP)
- Unified Planning Work Program (UPWP)
- Public Participation Plan (PPP)

RTC has developed the following nine Public Participation Policies, and corresponding procedures and strategies, that comply with 23 CFR 450.316 (1) and ensure full and open participation as part of the regional transportation planning process.

1. Seek valuable public participation throughout the planning process.
2. Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans.
3. Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations.
4. Inform and educate the public during the planning and decision-making processes using accessible in-person and virtual tools.
5. Design participation initiatives that will support and encourage effective participation.
6. Conduct outreach that bridges language, cultural, and economic differences.
7. Provide reasonable accommodation(s) and access to people with disabilities, so that everyone can easily participate in the regional planning process.
8. Consider, evaluate, and respond to public input.
9. Evaluate the public participation process regularly.

1.0 Introduction

The Regional Transportation Commission of Washoe County (RTC) serves the Truckee Meadows region through three core functions: 1) RTC is the Metropolitan Planning Organization (MPO) conducting collaborative, comprehensive, and continuing regional transportation planning, 2) RTC operates the public transportation system providing fixed route bus service, Bus Rapid Transit (BRT), FlexRIDE and other public transportation services, and 3) RTC designs and builds roadway projects and other multimodal facilities as part of a street and highway program.

The Public Participation Plan (PPP) is used as a guide for RTC public participation activities related to regional transportation planning. As the MPO, RTC is required to develop and adopt a PPP in accordance with 23 CFR 450.316. Federal law and regulations also require RTC to develop a Regional Transportation Plan (RTP), Regional Transportation Improvement Program (RTIP) and Unified Planning Work Program (UPWP). Additional plans, studies, and MPO efforts inform and are reflected in the RTP and RTIP.

RTC also utilizes this PPP to ensure standards for public participation are met in connection with the development of public transit plans and programs such as the Coordinated Public Transit-Human Services Transportation Plan (CTP), FTA Section 5307 Program, FTA Section 5310 Program, and other public transit plans and programs. As the operator of the regional public transportation system, RTC has responsibilities for transportation planning specifically related to public transit and other transportation services. As both the MPO and the public transportation operator, per 23 CFR 450.314, RTC staff have mutual responsibilities in carrying out the metropolitan transportation planning process. Among other cooperative efforts, RTC planning and transit staff work together to develop plans and studies, financial plans that support the RTP and RTIP, and the annual listing of obligated federally funded projects.

2.0 Federal Regulations

Public participation has been a part of federal transportation legislation since the enactment of the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA) and has been included in all transportation authorizing legislation since then. Title VI of the Civil Rights Act of 1964, states that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” As much of the work of RTC is federally funded, RTC must comply with Title IV which requires RTC to engage minority and limited-English proficiency (LEP) populations to provide meaningful access to planning and programming activities.

The federal regulation pertaining to the development of a PPP, 23 CFR 450.316 (a), requires that, “The MPO shall develop and use a documented participation plan that defines a process for providing individuals, affected public agencies, representatives of

public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs, such as carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.”

23 CFR 450.316 (1) states that, a PPP shall be developed in consultation with all “interested parties.” “Interested parties” include individuals, affected public agencies, representatives of public transportation employees, the freight industry, private providers of transportation, users of public transportation, users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled community, and others.

Further, 23 CFR 450.316(1)(e) requires that “MPOs shall, to the extent practicable, develop documented processes(es) that outline roles, responsibilities, and key decision points for consulting with other governments and agencies.” RTC processes that outline roles, responsibilities, and key decision points for consulting with other governments and agencies are discussed in this PPP in the Outreach section under Stakeholder Engagement.

2.1 Federal Action Items and RTC Compliance

23 CFR 450.316 (1) requires that a PPP describe the procedures, strategies, and desired outcomes for ten actions. These ten actions and descriptions of RTC compliance are provided below.

1. **Federal Action Item:** “Providing adequate public notice of public participation activities and time for public review and comment at key decision points, including a reasonable opportunity to comment on the proposed metropolitan transportation plan and the TIP.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – This PPP describes required and recommended procedures and strategies for notification and public comment in the Plan Specific Requirements section.
 - **Desired Outcomes** – RTC Public Participation Policy # 1, “Seek valuable public participation throughout the planning process,” describes the desired outcomes of this federal action which are: the incorporation of identified local, regional, state, and federal priorities and needs pertaining to all modes of transportation into plans and studies, and fostering project transparency and understanding.
2. **Federal Action Item:** “Providing timely notice and reasonable access to information about transportation issues and processes.”
 - **RTC Compliance:**

- **Procedures and Strategies** – This PPP describes the required and recommended procedures and strategies for providing timely public notification in the Plan Specific Requirements section. Each plan has a required or recommended notification procedure. Procedures and strategies to ensure reasonable access are described in the RTC Public Participation Policy #3, “Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations” and in Policy #7, “Provide reasonable accommodation(s) and access to people with disabilities, so that everyone can easily participate in the regional planning process.”
 - **Desired Outcomes** – RTC Public Participation Policy #7, “Provide reasonable accommodation(s) and access to people with disabilities, so that everyone can easily participate in the regional planning process” describes the RTC desired outcome of this federal action item which is to : “Ensure everyone has access to the information they need to participate in the planning process for our community.”
- 3. **Federal Action Item:** “Employing visualization techniques to describe metropolitan transportation plans and TIPs.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – RTC Public Participation Policy #5, “Design participation initiatives that will support and encourage effective participation” includes the following strategy: “Utilize visualization and online tools to describe transportation plans when warranted. Policy #4, “Inform and educate the public during the planning and decision-making processes using accessible in-person and virtual tools” includes an additional strategy: “Use ADA-accessible visualization techniques and virtual tools.”
 - **Desired Outcomes** – RTC Public Participation Policy #5, “Design participation initiatives that will support and encourage effective participation” describes the RTC desired outcome which is effective public participation.
- 4. **Federal Action Item:** “Making public information (technical information and meeting notices) available in electronically accessible formats and means, such as the World Wide Web.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – This PPP describes the procedures and strategies for providing public notification, via electronically accessible formats and means, in the Plan Specific Requirements section. Additionally, Policy #6, “Conduct outreach that bridges language, cultural, and economic differences” includes two strategies: “Provide technical information and meeting notices online,” and “Utilize social media to disseminate information about RTC initiatives and to seek input including virtual public meetings.”

- **Desired Outcomes** – RTC Public Participation Policy #5, “Design participation initiatives that will support and encourage effective participation” describes the RTC desired outcome which is effective public participation.
- 5. **Federal Action Item:** “Holding any public meetings at convenient and accessible locations and times.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – RTC Public Participation Policy #4, “Inform and educate the public during the planning and decision-making processes using accessible in-person and virtual tools” includes the following strategy: “Hold public meetings at ADA- compliant buildings, convenient locations and times, in buildings that are on RTC transit routes, within project limits when possible, and engage the public through virtual meetings to provide for greater convenience.”
 - **Desired Outcomes** – RTC Public Participation Policy #5, “Design participation initiatives that will support and encourage effective participation” describes the RTC desired outcome of effective public participation. RTC Public Participation Policy #7, “Provide reasonable accommodation(s) and access to people with disabilities, so that everyone can easily participate in the regional planning process” describes an additional desired outcome which is to: “Ensure everyone has access to the information they need to participate in the planning process for our community.”
- 6. **Federal Action Item:** “Demonstrating explicit consideration and response to public input received during the development of the metropolitan transportation plan and the TIP.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – RTC Public Participation Policy #8, Consider, evaluate, and respond to all public input” describes the following procedure: “In-person, online, and survey public input will be summarized and include responses that explain the consideration of the planning decisions or course of action. This includes public comments submitted in-person during meetings and online submittals from virtual meetings and surveys.”
 - **Desired Outcomes** – RTC Public Participation Policy # 1, “Seek valuable public participation throughout the planning process,” includes the following strategy: “Offer early, continuous, and equitable opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.” This strategy describes the RTC desired outcome of this federal action which is to ensure the public is involved in the identification of potential impacts of proposed transportation decisions and that those potential impacts are considered during the planning process.

7. **Federal Action Item:** “Seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – RTC Public Participation Policy # 3, “Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations” includes the following procedures and strategies: “Seek out and consider the viewpoints of vulnerable road users and stakeholders including seniors, minorities, low-income individuals, LEP groups, and people with disabilities during public outreach” and “Utilize available data sources to assist in the identification of underserved and disadvantaged populations.”
 - **Desired Outcomes** – RTC Public Participation Policy # 1, “Seek valuable public participation throughout the planning process,” describes the desired outcome of this federal action which is: the incorporation of identified local priorities and needs pertaining to all modes of transportation into plans and studies.

8. **Federal Action Item:** “Providing an additional opportunity for public comment, if the final metropolitan transportation plan or TIP differs significantly from the version that was made available for public comment by the MPO and raises new material issues that interested parties could not reasonably have foreseen from the public involvement efforts.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – This PPP describes the procedure for public comment and notification in the circumstances described by this federal action in the Plan Specific Requirements Section.
 - **Desired Outcomes** – RTC Public Participation Policy # 1, “Seek valuable public participation throughout the planning process,” describes the desired outcomes of this federal action which are: the incorporation of identified local priorities into plans and studies, and fostering transparency and understanding.

9. **Federal Action Item:** “Coordinating with the statewide transportation planning public involvement and consultation processes under subpart B of this part.”
 - **RTC Compliance:**
 - **Procedures and Strategies** – RTC Public Participation Policy # 3, “Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations” includes the following procedure: “The RTC’s stakeholders include not only the general public and local and tribal units of government, but businesses, industries, and transportation service

providers as well as organizations that represent people with specific transportation needs and different outreach needs.” Additionally, RTC Public Participation Policy # 2, “Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans” includes the following additional procedure: “Refer to the Nevada Department of Transportation’s Public Involvement Plan when coordinating with State-led plans, projects, and programs.”

- **Desired Outcomes** – RTC Public Participation Policy # 1, “Seek valuable public participation throughout the planning process,” describes the desired outcomes of this federal action which are: the incorporation of identified local, regional, state, and federal priorities and needs pertaining to all modes of transportation into plans and studies, and fostering transparency and understanding.
10. **Federal Action Item:** “Periodically reviewing the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process.”
- **RTC Compliance:**
 - **Procedures and Strategies** – RTC Public Participation Policy # 9, “Evaluate the public participation process regularly” includes the following procedures and strategies: “Evaluate the PPP to confirm that the participation process is open and accessible to everyone, and that plan policies and guidance are implemented in accordance with state and federal regulations (as outlined in 23 CFR 450.316)” and “The RTC encourages public participation throughout the plan/project. Ongoing input requires continuous review and updates to the public participation process to ensure that the policies and procedures meet federal requirements”
 - **Desired Outcomes** – RTC Public Participation Policy # 9, “Evaluate the public participation process regularly” describes the desired outcomes of this federal action which are: “...the participation process is open and accessible to everyone, and that plan policies and guidance are implemented in accordance with state and federal regulations.”

3.0 Public Participation Policies

The following nine RTC Public Participation Policies reflect the desired outcomes for public participation and support successful development and implementation of RTC’s transportation plans.

1. Seek valuable public participation throughout the planning process.
 - Utilize public involvement in the development of transportation plans and studies. Incorporate identified local, regional, state, and federal priorities and needs pertaining to all modes of transportation.

- Offer early, continuous, and equitable opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.
 - Provide opportunities for all affected individuals and entities to participate in the planning process.
 - Encourage proactive participation to denote early and continuous involvement in important policy or project decisions before they are finalized.
 - Engage the public in early stakeholder participation to foster project transparency and understanding.
2. Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans.
 - Ensure that the decision makers are equipped with the information they need to make critical decisions for the future of our community.
 3. Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations.
 - The RTC's stakeholders include not only the general public and local and tribal units of government, but businesses, industries, and transportation service providers as well as organizations that represent people with specific transportation needs and different outreach needs.
 - Seek out and consider the viewpoints of vulnerable road users and stakeholders including seniors, minorities, low-income individuals, LEP groups, and people with disabilities during public outreach.
 - Utilize available data sources to assist in the identification of underserved and disadvantaged populations.
 4. Inform and educate the public during the planning and decision-making processes using accessible in-person and virtual tools.
 - Include information on agendas to inform the public how they can request additional assistance if needed.
 - Use ADA-accessible visualization techniques and virtual tools.
 - Hold public meetings at ADA-compliant buildings, convenient locations and times, in buildings that are on RTC transit routes, within project limits when possible, and engage the public through virtual meetings to provide for greater convenience.
 5. Design participation initiatives that will support and encourage effective participation.
 - Utilize visualization and online tools to describe transportation plans when warranted.
 6. Conduct outreach that bridges language, cultural, and economic differences.
 - Provide technical information and meeting notices online.
 - Utilize social media to disseminate information about RTC initiatives and to seek input including virtual public meetings.
 - Utilize the "select language" tool on the RTC website which translates content into five different languages.

7. Provide reasonable accommodation(s) and access to people with disabilities, so that everyone can easily participate in the regional planning process.
 - Ensure everyone has access to the information they need to participate in the planning process for our community.
8. Consider, evaluate, and respond to public input.
9. In-person, online, and survey public input will be considered, may be summarized and may include responses that explain the consideration of the planning decisions or course of action. Evaluate the public participation process regularly.
 - Evaluate the PPP to confirm that the participation process is open and accessible to everyone, and that plan policies and guidance are implemented in accordance with state and federal regulations (as outlined in 23 CFR 450.316).”
 - The RTC encourages public participation throughout the plan/project. Ongoing input requires continuous review and updates to the public participation process to ensure that the policies and procedures meet federal requirements.

4.0 Outreach Strategies

RTC outreach strategies, for the purposes of this PPP, will be grouped into two categories, engagement and promotion. Engagement includes activities designed to coordinate with, or gain feedback and participation from interested parties, governments and agencies. Promotion includes activities and products that notify or disseminate information about transportation issues, processes, or participation opportunities.

This PPP describes procedures and strategies for public participation as well as techniques for bridging language, cultural, economic, and accessibility differences that affect participation. RTC adheres to Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the Americans with Disabilities Act (the “ADA”) and Title VI of the Civil Rights Act of 1964. Section 504 requires that information and technology be accessible to people with disabilities. Title II of the ADA requires nondiscrimination on the basis of disability in public accommodations and in commercial facilities by ensuring that buildings and facilities, in terms of architecture and design, transportation, and communication are made accessible to individuals with disabilities. Title VI of the Civil Rights Act of 1964, states that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Title VI requires engagement with minority and limited-English proficiency (LEP) populations to provide meaningful access to its planning and programming activities.

As with past public participation plans, RTC will periodically review the effectiveness of the procedures and strategies contained in this PPP to continue to ensure a full and open participation process as required by 23 CFR 450.316(a)(1)(x). This PPP is intended to ensure minimum standards for public participation are met. When appropriate, and as needed, RTC may use additional public participation procedures and strategies not listed here.

4.1 Engagement

RTC has a toolbox of strategies that can be used to coordinate with, or gain feedback and participation from interested parties, including citizens, governments, agencies, and other stakeholders. Examples of RTC engagement strategies include:

1. RTC advisory committee meetings
2. Regional task force meetings
3. RTC Board meetings
4. City and County governing body meetings
5. City and County advisory committee meetings
6. Stakeholder meetings/interviews
7. Door-to-door and business-to-business canvassing
8. Posting fliers in public spaces
9. Pop-up events
10. Labeling at community events
11. In-person public meetings
12. Virtual public meetings
13. Public hearings
14. Surveys in English and Spanish (or other appropriate language)
15. Focus groups

4.1.1 Accessible Engagement Strategies

RTC utilizes translators to help everyone understand the information and communicate their feedback. RTC also holds its public meetings at locations where reasonable accommodation and access can easily be provided for individuals with disabilities. Public meeting locations are chosen for accessibility to public transportation routes.

Examples of typical RTC public meeting locations include:

- RTC Administrative Offices
 - 1105 Terminal Way, Reno, NV 89502
- RTC 4th Street Station
 - 200 E. 4th Street, Reno, NV 89501
- RTC Centennial Plaza
 - 1421 Victorian Avenue, Sparks, NV 89431
- Public institutions, such as schools, community centers, or university campuses

4.1.2 Stakeholder Engagement

23 CFR 450.316(1)(e) requires that an MPO shall, to the extent practicable, develop documented processes that outline roles, responsibilities, and key decision points for consulting with other governments and agencies. Roles, responsibilities, and key decision points for coordination with the Nevada Department of Transportation are identified in a Metropolitan Planning Agreement. In addition, all RTC planning processes include coordination with local governments, agencies, and other stakeholders. The

type of planning product determines the appropriate extent of stakeholder involvement and the group of relevant stakeholders with which to coordinate.

At minimum, local governments, agencies, and other stakeholders play a role in the planning process through the following: identifying local needs and providing feedback on proposed recommendations. Per Public Participation Policy #1, of this PPP, RTC is responsible for seeking feedback from local governments, agencies, and other stakeholders on important policy or project decisions before they are finalized. Key decision points for consulting with local governments, agencies, and other stakeholders occur, at minimum, during the initial stages of plan development and during a public comment or plan review period.

4.1.3 Regional Stakeholders

RTC coordinates with the following interested parties in the region to include them in the transportation planning process. This is a non-exhaustive list of stakeholders and depending on the type of outreach effort or specific plan/program, additional stakeholders may be involved.

- Municipal Governments and Agencies
 - City of Reno
 - City of Sparks
 - Washoe County
 - Northern Nevada Public Health-Air Quality Management Division
 - Reno-Tahoe Airport Authority
 - Truckee Meadows Regional Planning Agency
- Schools
 - Washoe County Schools
 - Truckee Meadows Community College
 - University of Nevada, Reno
- Tribal Governments
 - Pyramid Lake Paiute Tribe
 - Reno-Sparks Indian Colony
- Federal Agencies
 - Bureau of Land Management
 - Environmental Protection Agency
 - Federal Highway Administration
 - Federal Transit Administration
- State Agencies
 - Nevada Department of Public Safety
 - Nevada Department of Transportation
 - Nevada Division of Environmental Protection
 - State Historical Preservation Office

RTC also seeks to engage those directly and indirectly affected by the transportation plans, programs, and projects in the region, which includes but is not limited to:

- Directly and indirectly affected public
- Elected officials, policymakers, and decision-makers
- Local, regional, state, and federal public agency staff
- Property owners, including those of abutting properties and those in the vicinity of a proposed project
- Freight operators via rail, air, and highway routes
- Providers/users of private transportation services, such as taxis, shuttle buses, limousines, and vanpools
- Providers/users of public transportation services
- The business community
- Advocacy groups, such as neighborhood groups, Chambers of Commerce, homeowners' associations, public-interest groups for bicycle/pedestrians, civil rights, non-profit and senior citizen organizations
- Traditionally underrepresented communities, such as people with disabilities, youth, elderly, low-income, and ethnic minorities
- Members of the public with LEP
- Media serving LEP
- Emergency service providers and users
- Project-specific community working group

4.1.4 RTC Committees

RTC establishes advisory committees as needed to provide input and recommendations to RTC staff, including two standing committees that provide feedback on planning items, the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC). The TAC and CMAC review plans and studies as required or as determined necessary and appropriate by RTC staff. The purpose of these committees is to provide information and advice to RTC staff, which is then considered and incorporated in staff recommendations to the RTC Board of Commissioners.

Committee meetings will be held regularly, and/or on an as-needed basis, and will be open to the public. RTC will provide timely public notice of the meetings and reasonable access to agendas for the meetings per 23 CFR 450.316(1)i) and (ii). Materials will be provided in electronically accessible formats and means per 23 CFR 450.316(a)(1)iv). Materials will be available upon request and will also be available on the RTC website. Public comment will be accepted, either verbally or in writing, at committee meetings. Notifications for committee meetings dates and locations as well as meeting minutes will be available at rtcwashoe.com.

4.2 Promotion

RTC has a toolbox of strategies that can be used to notify or disseminate information about transportation issues, processes, or participation opportunities. Examples of RTC promotional strategies include:

1. Press releases

2. Fliers
3. Graphics and infographics
4. Signage
5. Project renderings and video simulations
6. RTC website alerts and posts
7. Project-specific websites
8. Text and App notifications
9. Newspaper advertisements in English and Spanish
10. Weekly stakeholder email updates for large transportation projects
11. Social media campaigns, updates, and interactions
12. Videos
13. Media relations
14. The RTC Board eNews monthly electronic newsletter
15. Television segments
16. Advertising
17. Mailers
18. Promotional partnerships with local groups

4.2.1 Accessible Promotion Strategies

RTC ensures marketing and communication printed and electronic materials meet ADA standards. Printed marketing, communication, and outreach materials include high-contrast visual elements, 14-point or greater font size, and are produced in English and Spanish. PDF documents are made accessible, searchable, and fillable. RTC will also provide documents with larger font sizes upon request.

4.2.2 Website

The RTC website is Hypertext Markup Language (HTML) based. An HTML-based website provides people with disabilities, who use screen readers and speech-to-text tools, the ability to easily read and comprehend critical information.

RTC meets the Web Content Accessibility Guidelines (WCAG 2.1) by making PDFs accessible, providing imagery tags, and maintaining HTML-coded public transportation bus schedules. The RTC website has an accessibility menu that allows users to change the contrast, font size, text spacing, line height, cursor size, and saturation. RTC extends further vigilance by manually reviewing and testing the site to ensure all elements of the website comply with ADA standards. RTC is also working to refresh its website to comply with WCAG 2.2 by 2026.

4.2.3 Social Media

On social media, for people who have low vision or are blind, RTC provides alternative text for all images to facilitate e-reader utilization, and narrated videos are provided. For people who have hearing loss or are deaf, closed captioning is available.

5.0 Plan Specific Requirements

As the MPO, RTC develops federally required documents including the following:

- The Regional Transportation Plan (RTP)
- The Regional Transportation Improvement Program (RTIP)
- Unified Planning Work Program (UPWP)
- Public Participation Plan (PPP)

A summary of specific public participation requirements and recommendations for the plans listed above are included in Table 1. RTC will provide a copy of its adopted, updated, or revised RTP, RTIP, UPWP, and PPP to NDOT, FHWA, and the FTA.

RTC also develops and engages in other plans and studies that inform and are reflected in the RTP and RTIP. All plans, studies and efforts are identified for a two-year period in RTC's Unified Planning Work Program (UPWP).

As the operator of the regional public transportation system, RTC develops federally required documents related to public transit and public transportation services including the following:

- The Program of Projects required for the FTA Section 5307 program
- Coordinated Public Transit-Human Services Transportation Plan (required for the FTA Section 5310 program)
- Transportation Optimization Plan Strategies (RTC's 5-year, short-range transit plan)

Table 1. Plan Specific Public Participation Requirements

	Public Comment Period	Public Hearing	Newspaper Notice	Website Notice	Committee Review
RTP Adoption	21-day public comment period required prior to public hearing	Required	Required	Required	Required
RTIP Adoption	21-day public comment period required prior to public hearing	Required	Required	Required	Required
RTP or RTIP Amendment	7-day (or 21-day if conformity analysis is required) public comment period required prior to public hearing	Required	Required	Required	Required
UPWP	21-day public comment period recommended	Not required	Not required	Recommended	Recommended
PPP	45-day public comment period required	Not required	Not required	Recommended	Required

5.1 RTP and RTIP

RTC has established requirements regarding the public participation process for the RTP, and RTIP consistent with U.S. Department of Transportation (USDOT) requirements. Note, the public notice process and time established for public review and comments on the RTIP comply with FTA Section 5307 Program of Projects (POP) requirements.

5.1.1 Amendments to the RTP

Amendments to the RTP are completed to address significant changes. Instances when an amendment to the RTP is needed include the following:

- a. The addition or deletion of a regionally significant project

- b. Substantial changes to project scope that would result in an air quality conformity determination
- c. A significant change in anticipated revenues which would require a re-demonstration of fiscal constraint

5.1.2 Administrative Modifications to the RTIP

RTIP changes that are considered non-substantive in nature (administrative modifications) will not be subject to the public comment and public hearing process cited herein. These actions will be processed through the electronic Statewide Transportation Improvement Program (eSTIP) and include the following:

- a. An increase of less than 25%, or any decrease or removal, of the federally funded portion of a project
- b. Minor adjustments to project limits
- c. Addition or deletion of a phase without major change to the scope
- d. Movement of projects between fiscal years included in the RTIP
- e. Minor changes to funding sources
- f. Changes made to an existing project's non-federal funding amounts
- g. Addition of a regionally significant project that does not require air quality conformity and is programmed with 100% non-federal funds

5.1.3 Amendments to the RTIP

In the event that a change in the RTIP falls outside of the criteria for an administrative modification, RTC will amend the RTIP and follow the process outlined above.

Amendments will also be processed through the eSTIP for the following actions:

- a. Addition or deletion of any federally funded project
- b. An increase of more than 25% of the federally funded portion of a project
- c. Substantial changes to the scope that would result in an air quality conformity determination
- d. A change in a funding source for a project from non-federal to federal

5.1.4 Revisions to the Draft RTP or RTIP

In instances where the final RTP or RTIP differs significantly from the draft that was made available for public comment and/or raises new substantive issues which interested parties could not reasonably have foreseen from the draft, RTC shall provide additional opportunities for public review and comment, in accordance with 23 CFR 450.316(a)(1)(viii). The RTC will, at a minimum, issue a second notice allowing for an additional 21-day public comment period.

5.1.5 Committee Review

The TAC and CMAC will review the RTP, RTIP, and any amendments to these documents.

5.1.6 Public Comment Period

RTC will provide at least 21 days for public review and comments on updates to the RTP and RTIP prior to an RTC Board public hearing. For an amendment to the RTP or RTIP, a seven (7) day public comment period will be held. However, if an amendment requires a transportation conformity analysis, a 21-day public comment period will be provided.

Notice of the opening of the public comment period and the availability of the document for review will be published in local newspapers of general circulation and on the agency's website. The public comment period will begin on the date noted in the published notice.

5.1.7 Public Hearing

A formal public hearing will be conducted prior to RTC approval/adoption of the RTP and RTIP, and any associated amendments, including accompanying air quality conformity determinations, as required by federal regulations. Notice of the public hearing will be published in local newspapers of general circulation and on the agency's website.

5.1.8 Comment Summary

RTC will prepare a summary analysis and report on the disposition of all applicable comments received during the public comment period and at the public hearing for the RTP and RTIP, and any associated amendments.

5.2 UPWP

A 21-day public comment period, website notice of the public comment period, and review by the TAC and CMAC are recommended for the UPWP. RTC will prepare a summary analysis and report on the disposition of all applicable comments received during the public comment period.

5.3 PPP

A public comment period of 45 days is required before the PPP is initially adopted or revised as required by 23 CFR 450.316(a)(3). The TAC and CMAC will review the PPP and provide feedback. RTC will prepare a summary analysis and report on the disposition of all applicable comments received during the public comment period.

APPENDIX C

RTC Board Agenda and Minutes



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Graham Dollarhide, Transportation Planning Manager

SUBJECT: FFY2025-2029 RTIP Amendment No. 2

RECOMMENDED ACTION

Conduct a public hearing regarding approval of Amendment No. 2 to the FFY 2025-2029 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 2 to the FFY 2025-2029 Regional Transportation Improvement Program (RTIP).

BACKGROUND AND DISCUSSION

Amendment No. 2 is required to add and update projects in the RTIP. Projects included in the amendment are led by either RTC or the Nevada Department of Transportation (NDOT).

A separate air quality analysis for the proposed amendment was not required as the added and amended projects are either exempt from transportation conformity requirements (pursuant to 40 CFR 93.126) or have already complied with this requirement and the associated amendment does not involve a change to the project scope. A corresponding amendment to the Regional Transportation Plan (RTP) is not required, according to the criteria established in RTC's Public Participation Plan (PPP).

A complete list of the projects meeting the amendment threshold and thus requiring formal action, as well as a brief description of the changes to each project, are as follows:

- I-80 WA WB Patrick/Waltham – amendment to project to increase total funding
- Revving Up Reliability: Hybrid Bus Replacement for Reno's Aging Fleet – new project to purchase replacement buses following award of federal discretionary grant
- Transit Security Equipment – new project to purchase security equipment for transit buses

A public comment period preceded this public hearing (January 28, 2026 – February 17, 2026). The draft documents were posted on the agency website, and a notice was published in the Reno Gazette-Journal and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

FISCAL IMPACT

Funding for the project cost estimates in the proposed amendment have been budgeted based on anticipated federal, state and local revenue sources.

PREVIOUS BOARD ACTION

11/21/2025 - Approved Amendment No. 1 to the FFY 2025-2029 RTIP
08/15/2025 - Approved the FFY 2025-2029 RTIP

RESOLUTION 26-08

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 2 TO THE FEDERAL FISCAL YEARS (FFY) 2025-2029 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2025-2029 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 2 to the FFY 2025-2029 RTIP in conformance with the 2050 Regional Transportation Plan (RTP) 2025 Update; and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2025-2029 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2025-2029 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 2 to the FFY 2025-2029 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on February 20, 2026.

Alexis Hill, Chair
Regional Transportation Commission

WA20250035 Plan Revision: 26-04 STATUS Project Changed Federal

Name: I-80 WA WB PATRICK/ WALTHAM
 Scope: WIDEN FOR WB AUX LANE

Project Type: Traffic Operations

NDOT District: District 2

County: Washoe

Limits: Interchange at MP 27.6 to MP 28.4

Fiscal Year	Revenue Source	PE	ROW	CON	Other	Total
2025	STATE HIGHWAY FUND	\$155,000	\$0	\$0	\$0	\$155,000
2026	STATE HIGHWAY FUND	\$0	\$10,000	\$0	\$0	\$10,000
2026	NHPP	\$0	\$0	\$3,918,750	\$0	\$3,918,750
2026	STBG FLEX	\$0	\$0	\$831,250	\$0	\$831,250
2026	STATE MATCH - NV	\$0	\$0	\$250,000	\$0	\$250,000
<2025	Prior	\$0	\$0	\$0	\$0	\$0
>2029	Future	\$0	\$0	\$0	\$0	\$0
2025 - 2029 TOTAL		\$155,000	\$10,000	\$5,000,000	\$0	\$5,165,000
All Years Total		\$155,000	\$10,000	\$5,000,000	\$0	\$5,165,000

MPO: RTC Washoe

Lead Agency: Nevada DOT

Previously Approved Version

WA20250035 Plan Revision: 26-01

Name: I-80 WA WB PATRICK/ WALTHAM
 Scope: WIDEN FOR WB AUX LANE

Project Type: Traffic Operations

NDOT District: District 2

County: Washoe

Limits: Interchange at MP 27.5 to MP 28.3

Fiscal Year	Revenue Source	PE	ROW	CON	Other	Total
2025	STATE HIGHWAY FUND	\$155,000	\$0	\$0	\$0	\$155,000
2026	STATE HIGHWAY FUND	\$0	\$10,000	\$0	\$0	\$10,000
2026	NHPP	\$0	\$0	\$2,493,750	\$0	\$2,493,750
2026	STBG FLEX	\$0	\$0	\$831,250	\$0	\$831,250
2026	STATE MATCH - NV	\$0	\$0	\$175,000	\$0	\$175,000
<2025	Prior	\$0	\$0	\$0	\$0	\$0
>2029	Future	\$0	\$0	\$0	\$0	\$0
2025 - 2029 TOTAL		\$155,000	\$10,000	\$3,500,000	\$0	\$3,665,000
All Years Total		\$155,000	\$10,000	\$3,500,000	\$0	\$3,665,000

MPO: RTC Washoe

Lead Agency: Nevada DOT

WA20250037 Plan Revision: 26-04 STATUS New Project Federal

Name: **Reving Up Reliability: Hybrid Bus Replacement for Reno's Aging Fleet**
 Scope: **Purchase of 19 diesel hybrid buses to remove outdated battery electric buses and improve reliability.**

Project Type: **Transit - Capital & Rehab**
 County: **Washoe**
 Limits: **Not Location Specific**

NDOT District: **District 2**

Fiscal Year	Revenue Source	PE	ROW	CON	Other	Total
2026	FTA LOW OR NO EMISSION GRANT PROGRAM - 5339(C)	\$0	\$0	\$0	\$21,551,453	\$21,551,453
2026	LOCAL SALES TAX - RTCWA	\$0	\$0	\$0	\$5,387,868	\$5,387,868
<2025	Prior	\$0	\$0	\$0	\$0	\$0
>2029	Future	\$0	\$0	\$0	\$0	\$0
2025 - 2029 TOTAL		\$0	\$0	\$0	\$26,939,321	\$26,939,321
All Years Total		\$0	\$0	\$0	\$26,939,321	\$26,939,321

MPO: **RTC Washoe**

Lead Agency: **RTC Washoe**

WA20260041 Plan Revision: 26-04 STATUS New Project Federal

Name: Transit Security Equipment
 Scope: Cameras and other security equipment for RIDE buses and facilities

Project Type: Transit - Other
 County: Washoe
 Limits: Not Location Specific

NDOT District: District 2

Fiscal Year	Revenue Source	PE	ROW	CON	Other	Total
2026	FTA 5339 BUS/FAC LRG URB CAPITAL	\$0	\$0	\$0	\$1,330,000	\$1,330,000
2026	LOCAL SALES TAX - RTCWA	\$0	\$0	\$0	\$70,000	\$70,000
<2025	Prior	\$0	\$0	\$0	\$0	\$0
>2029	Future	\$0	\$0	\$0	\$0	\$0
2025 - 2029 TOTAL		\$0	\$0	\$0	\$1,400,000	\$1,400,000
All Years Total		\$0	\$0	\$0	\$1,400,000	\$1,400,000

MPO: RTC Washoe

Lead Agency: RTC Washoe



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 6.1.

To: Regional Transportation Commission

From: Marquis Williams, Senior Transportation Planner

SUBJECT: Neighborhood Network Plans 3 & 4

RECOMMENDED ACTION

Receive a presentation on the status of the Meadowood/Hidden Valley & Sun Valley/Panther Valley Neighborhood Network Plans.

BACKGROUND AND DISCUSSION

The Neighborhood Network planning effort kicked off in October of 2024 based on a recommendation from the Active Transportation Plan (approved in September 2024). These active transportation planning efforts are meant to increase the number of walking and biking trips within a neighborhood by improving safety and comfort along key corridors. Using low-cost, quick-build implementation strategies along with before and after utilization data collection, the Neighborhood Network Plans (NNPs) aim to create a comprehensive and responsive active transportation network accessible to a broader cross-section of the population.

To date, the initial outreach effort is in progress for the 3rd and 4th NNPs - Meadowood/Hidden Valley & Sun Valley/Panther Valley, both of which kicked off in September 2025. Outreach has included a series of in-person meetings with members of the public along with a virtual survey and comment map in order to understand where there are concerns around each neighborhood. In addition, RTC staff are working closely with representatives at the City of Reno and Washoe County to ensure alignment with their approach to active transportation improvements. Staff will continue to work with stakeholders through the development of plan recommendations, with draft Plans scheduled for presentation and approval by the RTC Board in Summer 2026.

This item supports Strategic Roadmap Goal #2, "Promote neighborhood mobility" and FY2026 RTC Goal, "Initiate: Neighborhood Network Plans #3 & #4".

FISCAL IMPACT

Funding for this item has been budgeted for in the FY2026-FY2027 Unified Planning Work Program (UPWP) and is included in the FY 2026 RTC budget.

PREVIOUS BOARD ACTION

9/19/2025 - Approved a contract with Parametrix, Inc. for consulting services on Neighborhood Network Plans 3 & 4.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 6.2.

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

SUBJECT: Sun Valley Boulevard Corridor Improvements Project Interlocal Cooperative Agreement

RECOMMENDED ACTION

Receive a presentation and approve an Interlocal Cooperative Agreement with the Nevada Department of Transportation establishing funding commitments and roles and responsibilities for design, construction, and subsequent roadway relinquishment for the Sun Valley Boulevard Corridor Improvements Project.

BACKGROUND AND DISCUSSION

The Sun Valley Boulevard Corridor Improvements Project (“Project”) will construct roadway, drainage, transit, and multi-use path improvements along Sun Valley Boulevard (State Route 443) between Scottsdale Road and Seventh Avenue. Planned improvements include stormwater drainage upgrades, roadway rehabilitation, enhanced transit stop facilities, and the addition of multi-use paths to improve safety, mobility, and resiliency within the corridor.

The Project is located within right-of-way currently owned and maintained by both the Nevada Department of Transportation (NDOT) and Washoe County. In 2018, Washoe County authorized RTC to design and construct the Project. NDOT desires that the RTC complete design and construction of the Project and has committed to providing funding toward construction costs.

This Interlocal Cooperative Agreement establishes the funding commitments and defines the respective roles and responsibilities of the RTC and NDOT for completion of design, right-of-way acquisition, and construction of the Project. Under the Agreement, NDOT will contribute up to \$33,000,000 in federal STBG-Flex funds toward construction of the Project. The RTC will administer the Project, including design, right-of-way acquisition, construction management, and compliance with applicable environmental and regulatory requirements.

The Agreement also establishes the framework for the future relinquishment of Sun Valley Boulevard from NDOT to Washoe County upon completion of construction. Relinquishment will be accomplished through

a separate resolution and agreement in accordance with Nevada Revised Statutes (NRS) 408.527. The Agreement requires that the terms and conditions for roadway relinquishment be mutually agreed upon by NDOT and Washoe County prior to obligation of NDOT funding and commencement of construction.

Execution of this Agreement allows the RTC and NDOT to obligate funding for the Project in Federal Fiscal Year 2027, enabling construction to begin in calendar year 2028. The Agreement is necessary to formalize funding commitments, establish project administration responsibilities, and ensure coordination between agencies for delivery of the Project. RTC's financial obligation to fund the Project beyond the currently programmed amounts is contingent upon the identification, award, and obligation of federal discretionary funding. In the event such federal discretionary funding is not identified and awarded on or before August 1, 2027, this Agreement shall be terminated unless amended in writing by mutual agreement of the parties prior to that date to address revisions to Project limits, scope, schedule, and/or funding.

This item supports the FY2026 RTC Goal, "Identify funding strategy for construction of Sun Valley Boulevard Corridor Improvements".

FISCAL IMPACT

NDOT will contribute \$33,000,000 in STBG-Flex funds. RTC was awarded \$2,500,000 in FY27 federal discretionary spending (earmarks) and commits \$19,500,000 in local fuel tax toward construction of the Project. RTC has also agreed to fund the design, environmental, and right-of-way efforts in an amount of \$7,000,000 using local fuel tax funds.

PREVIOUS BOARD ACTION

5/16/2025 - Approved Amendment No. 1 to the contract with Nichols Consulting Engineers, CHTD, for additional design and engineering during construction services needed in connection with the Sun Valley Boulevard Corridor Improvements Project, in the amount of \$4,342,410, for a new total not-to-exceed amount of \$5,573,485.

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, NV 89502, hereinafter called the "RTC".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, in accordance with NRS 277A, the RTC is responsible for the Regional Street & Highway Program on behalf of Washoe County (hereinafter "COUNTY"), the City of Reno, and the City of Sparks; and

WHEREAS, the RTC desires to construct improvements on Sun Valley Boulevard (State Route 443) between Scottsdale Road and Seventh Avenue (hereinafter "PROJECT"), consisting of enhancements to the stormwater drainage system, upgrades to public transit stops, the addition of multi-use paths, and roadway repair; and

WHEREAS, on June 26, 2018, the COUNTY, through an Interlocal Cooperative Agreement, authorized the RTC to design, survey, engineer, acquire real property through purchase or eminent domain, and construct the PROJECT; and

WHEREAS, the DEPARTMENT and the COUNTY own, operate and maintain designated portions of the right-of-way within the PROJECT limits; and

WHEREAS, the DEPARTMENT desires that the RTC completes the design and construction of the PROJECT; and

WHEREAS, the DEPARTMENT desires to contribute up to \$33,000,000.00 of funding for the construction of the PROJECT; and

WHEREAS, ownership and maintenance responsibilities of designated DEPARTMENT right-of-way within the PROJECT limits will be transferred from the DEPARTMENT to the COUNTY and is a mutual benefit to the DEPARTMENT and the COUNTY; and

WHEREAS, in accordance with Nevada Revised Statute (NRS) 408.527 the DEPARTMENT and the COUNTY will facilitate the relinquishment through a separate resolution and agreement; and

WHEREAS, the purpose of this Agreement is to establish the funding commitments between the DEPARTMENT and the RTC, and to establish the roles and responsibilities between the parties regarding completion of design and construction and subsequent transfer of the facility PROJECT; and

WHEREAS, the services of the RTC will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the RTC is willing and able to perform the services described herein;

WHEREAS, the RTC and DEPARTMENT will obligate funding for the PROJECT in FFY2027 to enable construction commencement in calendar year 2028;

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

ARTICLE I - RTC AGREES

Funding

1. To fund and administer the entire PROJECT (less the programmed amounts as set forth in Article II, Paragraph 1) which includes, but is not limited to, engineering, right-of-way acquisition, utility relocations, preparation of plans, special provisions, construction estimates, construction, construction management, quality control, quality control testing, and materials testing.

2. RTC's financial obligation to fund the PROJECT beyond the currently programmed amounts, shown in Exhibit A, is contingent upon the identification, award, and obligation of federal discretionary funding. In the event such federal discretionary funding is not identified and awarded on or before August 1, 2027, this Agreement shall terminate and the parties shall have no further liability or obligations unless this Agreement is amended prior to that date to address revisions to PROJECT limits, scope, schedule, and/or funding.

3. To invoice the DEPARTMENT quarterly after the start of construction, for the DEPARTMENT's contribution amounts as set forth in Article 2, Paragraph 1.

4. To allocate and apply PROJECT costs equitably among all available funding sources and to avoid the intentional exhaustion of any single funding source prior to the use of others.

Project Administration

5. To monitor all PROJECT activities to ensure compliance with applicable environmental laws and regulations.

6. To invite the DEPARTMENT to PROJECT meetings, including but not limited to, field reviews, review meetings and the pre-construction conference.

7. To designate a point of contact to work with the DEPARTMENT and COUNTY through a relinquishment resolution agreement in accordance with NRS 408.527.

Design Engineering

8. To perform, or have performed by consultants, all services necessary to complete design deliverables for the PROJECT improvements using the specifications set forth in the Standard Specifications for Public Works Construction and Washoe County design standards and procedures.

9. To document and share design standards with DEPARTMENT for their review purposes.

10. To provide the DEPARTMENT with one (1) electronic submittal of each design submittal for the PROJECT and to invite the DEPARTMENT to the review meetings with the RTC to address said comments, if any.

11. To submit to the DEPARTMENT for a fourteen (14) day review and comment of sixty percent (60%), ninety percent (90%), one hundred percent (100%), and bid set document submittals.

Right-of-Way

12. To provide all services necessary to complete right-of-way acquisition for the PROJECT in compliance with all laws applicable to completing the right-of-way acquisition and in accordance with the DEPARTMENT's Right-of-Way Manual.

13. To prepare and execute all documents necessary to acquire all property rights for the PROJECT, on behalf of the COUNTY.

Construction

14. To construct the PROJECT and perform all required construction management inspections and quality assurance testing for the PROJECT.

15. To perform and be responsible for the construction administration of those facilities under DEPARTMENT's jurisdiction related to the PROJECT.

16. To allow the DEPARTMENT to observe, review, and comment on all construction work of those facilities under DEPARTMENT's jurisdiction related to the PROJECT within two (2) working days of any inspection. Any such comments shall be immediately directed to the RTC's Project Manager and RTC's Construction Administration Consultant. DEPARTMENT shall not direct nor interfere with the RTC contractor's construction activities.

17. To obtain a DEPARTMENT encroachment occupancy permit, at no cost to RTC, allowing the RTC to occupy within the DEPARTMENT right-of-way for the purpose of constructing and temporarily maintaining the PROJECT.

18. The RTC shall, at its own expense, obtain and pay for all licenses, permits, and/or fees and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

19. To submit PROJECT as-built plan for DEPARTMENT review and invite the DEPARTMENT to the RTC final inspection of the PROJECT.

20. To maintain the improvements as part of the PROJECT until completion and the DEPARTMENT's final written acceptance of the PROJECT.

ARTICLE II - DEPARTMENT AGREES

Funding

1. To fund Thirty-Three Million and No/100 Dollars (\$33,000,000.00) for the PROJECT, hereinafter called the DEPARTMENT CONTRIBUTION. The following is a summary of the DEPARTMENT CONTRIBUTION with identified funding sources:

DEPARTMENT CONTRIBUTION TO THE PROJECT:	\$33,000,000.00
DEPARTMENT Federal STBG-Flex Funds	
FY 2027	\$9,000,000.00
Payment of \$9,000,000.00	
FY 2028	<u>\$24,000,000.00</u>
Quarterly payments of \$6,000,000.00	
TOTAL FUNDING FOR DEPARTMENT CONTRIBUTION	\$33,000,000.00

Project Administration

2. To assign a project manager with approval authority on behalf of the DEPARTMENT to act as the DEPARTMENT's representative and designated point of contact to ensure compliance with applicable DEPARTMENT requirements and a continuity of communications between the RTC and DEPARTMENT.

3. That the RTC will be the point of contact for all communications with the RTC's contractor for the PROJECT, including, but not limited to, reviewing comments on plans, specifications, traffic control plans, and inspections for the PROJECT.

Design Engineering

4. To review and comment on RTC design (including plans, specifications and estimates) in fifteen (15) working days from receipt of submittal. Failure of DEPARTMENT to respond within this time frame shall constitute the DEPARTMENT's approval of the plan and specifications and permission for the RTC to proceed.

Right-of-Way

5. Upon obligation of funding and commencement of construction for the PROJECT, initiate a Resolution of Relinquishment with Washoe County in accordance with NRS 408.527, and convey to the COUNTY, through that Resolution of Relinquishment, all existing rights-of-way within the PROJECT limits, together with ownership of all improvements to be constructed as part of the PROJECT.

Construction

6. To allow the RTC to act on the DEPARTMENT's behalf and accept construction inspection oversight of DEPARTMENT's facilities of the PROJECT.

7. To assign a Resident Engineer to act as the DEPARTMENT's representative to review and comment on construction contract compliance of DEPARTMENT's facilities to the PROJECT.

8. To issue an encroachment permit to RTC, at no cost to RTC, for the PROJECT construction conducted within DEPARTMENT right-of-way. DEPARTMENT agrees to work with RTC to identify, review and approve specific terms and conditions for the construction of PROJECT. To review and process any DEPARTMENT permits within the mandated time frames with the intent of avoiding a delay in RTC's PROJECT schedule.

9. To review RTC's as-built plans and attend the RTC final inspection of the PROJECT.

10. To own and maintain the improvements constructed with PROJECT after DEPARTMENT's final written acceptance of the PROJECT; until roadway relinquishment process is finalized.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2029, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The parties agree that the terms and conditions for roadway relinquishment shall be mutually agreed upon by the DEPARTMENT and the COUNTY prior to the obligation of funding and commencement of construction. In the event the DEPARTMENT and the COUNTY fail to reach agreement on roadway relinquishment, the DEPARTMENT shall have no obligation to contribute its federal funds to the PROJECT.

4. The parties agree to allow each other to observe, to inspect project construction, and to review applicable change orders in a timely manner which prevents PROJECT delay. All change order requests shall be made in writing. Each party shall complete its review of all change orders submitted to it by the other party, within five (5) working days after service of such change orders. In the event the DEPARTMENT does not provide the RTC with a written response to the RTC's change orders within five (5) working days following the RTC's service of such change orders, the RTC will proceed with the change orders so as not to delay the PROJECT and will assume no liability therefore. The DEPARTMENT shall be responsible for all costs associated with change orders requested by the DEPARTMENT.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature

funding ability to satisfy this Agreement is withdrawn, limited, or impaired, including if the conditions specified in Article I, Section 2 are not satisfied.

6. 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 facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Tracy Larkin, P.E., Director
Attn.: Kevin Verre
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7712
E-mail: KVerre@dot.nv.gov

FOR RTC:

Bill Thomas, AICP, Executive Director
Attn: Amanda Callegari, P.E.
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1881
E-mail: acallegari@rtcwashoe.com

7. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) 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 are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

9. 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 DEPARTMENT 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.

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, 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 its own officers, employees, and agents. 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 an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such 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.

12. 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 shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its 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.

13. Failure to declare a breach or the actual waiver of any particular breach of this 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, including another breach of the same provision.

14. 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 or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

16. Except as otherwise expressly provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, 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.

18. 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.

19. 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 perform the services set forth herein.

20. 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 exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. The RTC will ensure that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared in the performance of obligations under this Agreement shall be the exclusive, joint property of the RTC and the DEPARTMENT. The RTC will ensure that any consultant will not use, willingly allow, or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the RTC and the DEPARTMENT. The RTC shall not utilize (and shall ensure any consultant will not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The RTC (and any consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

22. Any alteration considered extra work shall be addressed through a written amendment to this Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in such amendment.

23. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

24. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this 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.

25. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to 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, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. This Agreement 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 and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Legality and Form:

AG

Deputy Attorney General

Name and Title (Print)

Approved as to Form:

Attorney

DRAFT

EXHIBIT A

SUN VALLEY BOULEVARD IMPROVEMENTS PROJECT (CONSTRUCTION & CE)

Funding by Activity and Source	DESIGN	RIGHT-OF-WAY	CONSTRUCTION	TOTAL	% MATCH TOTAL	
FEDERAL DISCRETIONARY GRANT			\$ 25,000,000	\$ 25,000,000	31.3%	75.6%
CDS - Earmark (RTC) - FFY27			\$ 2,500,000	\$ 2,500,000	3.1%	
Federal STBG-Flex Funds (NDOT)			\$ 33,000,000	\$ 33,000,000	41.3%	
Local Funds - Gas Tax (RTC)			\$ 19,500,000	\$ 19,500,000	24.4%	
Total:			\$ 80,000,000	\$ 80,000,000		100.0%

SUN VALLEY BOULEVARD IMPROVEMENTS PROJECT (DESIGN AND RIGHT-OF-WAY)

Funding by Activity and Source	DESIGN	RIGHT-OF-WAY	CONSTRUCTION	TOTAL	% MATCH TOTAL	
FEDERAL DISCRETIONARY GRANT				\$ -		0.0%
Other Federal Funds				\$ -		
Local Funds - Gas Tax (RTC)	\$ 6,000,000.00	\$ 1,000,000		\$ 7,000,000	100.0%	100.0%
State Funds (NDOT)				\$ -		
Total:	\$ 6,000,000.00	\$ 1,000,000.00		\$ 7,000,000.00		100.0%



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

Agenda Item: 6.3.

To: Regional Transportation Commission

From: Bill Thomas, AICP, Executive Director

SUBJECT: EV Fee Market Research

RECOMMENDED ACTION

Receive a report on the results of a Market Study on an Electric and Hybrid Vehicle Fee from Michael Hillerby and provide direction; authorize the Executive Director to present the report to the Washoe County Board of County Commissioners and request an advisory ballot question be placed on the November 2026 ballot.

BACKGROUND AND DISCUSSION

At the Board's direction, and as follow-up to the Guinn Center Study presented at the August 2025 Board meeting, RTC staff engaged Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct EV Market Research regarding the imposition of a fee similar to fuel tax on electric and hybrid vehicles. Fuel tax revenues are the primary source of funding for the construction and maintenance of roadways in the region. Electric and hybrid vehicle owners do not contribute to roadway funding through fuel taxes at the same level as the owners of standard internal combustion vehicles, resulting in a growing gap between roadway use and transportation funding resources.

The Nevada Legislature has studied the issue of transportation funding and the highway fund impact of more fuel efficient, electric and hybrid vehicles repeatedly in recent years (SCR 3 passed in 1999 and AB 431 in 2021). AB 413 directed the creation of an Advisory Working Group to study sustainable long-term funding strategies to replace motor fuel taxes. This process culminated in the NDOT Nevada Sustainable Transportation Funding Study, which among other recommendations, identified a flat fee on EV and hybrid vehicles as an important option. Despite these studies, no progress was made on electric vehicle fees during subsequent Legislative sessions, including the 2025 special session. The report that the Guinn Center prepared for RTC in August 2025 analyzed policy interventions implemented in other states and existing statutory authority in Nevada and concluded that additional registration fees may be the most viable immediate option due to the relative ease and timeliness of implementation.

RTC staff hired FM3 to conduct a survey of likely November 2026 Washoe County voters. The survey was conducted between December 4-11 of 2025. The purpose of the survey was to gather data about voter attitudes regarding the ongoing erosion of transportation funding as consumers increasingly adopt electric and hybrid vehicles. The data was analyzed to assess voter attitudes toward transportation infrastructure needs and support for an advisory measure to establish an annual fee on electric and hybrid vehicles.

The following is a summary of the key findings from FM3's EV Market Research:

PERCEIVED NEED FOR TRANSPORTATION FUNDING

- A majority of the surveyed Washoe County voters recognize a need for additional transportation funding:
 - 78% believe Washoe County has a great (50%) or some need (28%) for additional funding to improve the local transportation system, including repairing and upgrading roads and freeways.
- Six in ten voters identify the following as extremely or very serious problems:
 - Traffic on I-80 Freeway: 61%
 - Aging infrastructure like roads and bridges: 59%
 - Unsafe traffic conditions: 59%

SUPPORT FOR ADVISORY MEASURE

- When asked if they would support the Washoe County Commission seeking legislation to authorize an annual fee of not more than \$250 per year on electric and hybrid vehicles:

Definitely Yes	43%
Probably Yes	15%
Undecided, Lean Yes	3%
Total Yes	61%
Total No	30%
- Two-thirds of voters who believe the county needs additional transportation funding indicate support for the advisory measure.
- Voters who currently own an electric or hybrid vehicle, or who plan to purchase one in the next few years, also indicate support for the advisory measure (61% support among those likely to purchase an EV or hybrid).
- Voters also believe it is fair to require hybrid vehicle owners to pay half (61% favor) or a portion (63% favor) of the annual fee.
- 60% of voters favor indexing the EV fee to inflation, consistent with the county's existing gas tax indexing approved by voters.
- Supporters cite:
 - The need to invest in local infrastructure
 - Requiring EV owners to contribute or "pay their fair share"
- Opponents cite:
 - Rejection of new taxes and fees
 - Concerns about wasteful spending
 - Belief that the measure unfairly punishes EV owners
 - Concern it could deter future EV purchases

MOST IMPORTANT USES OF FUNDS

- Voters identified the following as extremely or very important funding requirements:
 - Requiring public disclosure of all spending: 92%

The Executive Director is seeking Board direction on whether to request that the Washoe County Board of Commissioners place an advisory ballot question on the November 2026 ballot related to the need for new fees to be imposed on electric and hybrid vehicles to pay for roadway construction and maintenance. If a majority of voters say there is a need, the results of the advisory ballot question could then be used to inform a request for legislative action during the 2027 Nevada Legislative Session. RTC has one Bill Draft Request per legislative session, which could be allocated to that effort if directed by the Board prior to the session.

This item supports Strategic Roadmap Goal #6, "Sustainable maintenance of our roads" and FY2026 RTC Goal, "Take next steps toward implementing Board recommended actions from Guinn Center Study".

FISCAL IMPACT

There is no direct fiscal impact associated with this action. Any future fiscal impacts would depend on Board direction and the outcome of subsequent legislative or ballot actions.

PREVIOUS BOARD ACTION

08/15/2025 - Received the Guinn Center report on available funding alternatives for constructing and maintaining regional roadways and provided directions on potential policy options.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

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 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: 2/20/2026

Agenda Item: 7.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Report Discussion

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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 2/20/2026

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 or designated NDOT Deputy Director - 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.
