



NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

Day: Wednesday
Date: September 11, 2019
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. AGENDA MANAGEMENT NOTICE: The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

3. DISCLOSURES: Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures must also be made at such time the specific agenda item is introduced.

4. PUBLIC COMMENT: Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

5. APPROVAL OF MINUTES:

5-A For Possible Action – Discussion and possible approval of the August 14, 2019 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Information Only – Informational presentation and discussion regarding resolution on comments provided by the RTC, the Redevelopment Authority Citizens Committee, and the Board of Supervisors on the 90% design of the South Carson Complete Streets Project.

Staff Summary: At its August 14, 2019 meeting, the RTC board requested that staff provide an informational update after comments were received on the 90% design for the South Carson Complete Streets Project. Staff will provide a summary of comments alongside whether or not each can be incorporated into the final design for the project.

6-B For Possible Action – Discussion and possible action regarding direction to pursue eight proposed transportation infrastructure projects in fiscal year (FY) 2020 for Performance District 2, as funding permits, and approve allocation of all remaining federal fiscal year (FFY) 2019 Surface Transportation Block Grant (STBG) funds.

Staff Summary: Staff has identified eight FY 2020 transportation infrastructure projects for Performance District 2. If approved, staff will move forward with the development and refinement of cost estimates and project design. The projects will extend the life of the roadways and improve the ride quality. The proposed projects were presented to the Transportation Resource Advisory Forum of Carson City (TRAFCC) on August 26th and received their support.

6-C For Possible Action – Discussion and possible action regarding a Community Development Block Grant (CDBG) application by the Public Works Department for ADA improvements along Colorado Street, between California Street and Saliman Road.

Staff Summary: The proposed improvements along Colorado Street and California Street would include replacing non-compliant curb ramps, substandard or hazardous sidewalks (includes some residential driveways), access improvements for pedestrian push buttons, adding missing sidewalk, and expanding roadway pavement in areas where curb and sidewalk are being added.

6-D For Possible Action – Discussion and possible action regarding Contract No. 19300050, Southwest Carson City Circulation Study, with Headway Transportation for a not to exceed amount of \$60,000, through September 12, 2020, to be funded from the Redevelopment Revolving Fund Account.

Staff Summary: The South Carson Complete Streets project and ongoing development throughout southwest Carson City together necessitate a comprehensive study to understand long-term circulation and access needs for parallel and adjacent side streets. The study implemented through this contract will take approximately nine months to complete.

6-E For Possible Action – Discussion and possible action regarding a recommendation to the Board of Supervisors to implement a diesel fuel tax.

Staff Summary: Senate Bill 48 (SB48) authorizes boards of county commissioners in counties with populations less than 100,000 to impose an additional one to five cent per gallon tax on diesel fuel. The tax may be imposed by an ordinance adopted by a two-thirds majority of the board of county commissioners, or by a majority of the registered voters in the county who vote on a ballot question concerning the imposition of the tax. If implemented, the RTC fund will receive approximately \$400,000 in additional annual revenue. Through this agenda item, the RTC may recommend to the Board of Supervisors whether to adopt the tax and the amount of the tax, and whether to proceed by ordinance or by ballot question.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - Non-Action Items:

- 7-A Transportation Manager’s Report
- 7-B Street Operations Activity Report
- 7-C Project Status Report
- 7-D Future Agenda Items

8. BOARD COMMENTS: For Information Only – Status reports and comments from the members of the RTC Board.

9. The Next Meeting is Tentatively Scheduled – 4:30 p.m., Wednesday, October 9, 2019, at the Sierra Room - Community Center, 851 East William Street.

10. PUBLIC COMMENT: Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations by Thursday, September 5, 2019, before 5:00 p.m.:

City Hall, 201 North Carson Street
Community Center, Sierra Room, 851 East William Street
Carson City Library, Carson City Library, 900 North Roop Street
Carson City Public Works, 3505 Butti Way
Carson City Planning Division, 108 E. Proctor Street
Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
City Website: www.carson.org/agendas
State Website: <https://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, August 14, 2019 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
 Vice Chairperson Mark Kimbrough
 Commissioner Lori Bagwell
 Commissioner Chas Macquarie
 Commissioner Greg Stedfield

STAFF: Darren Schulz, Public Works Department Director
 Lucia Maloney, Transportation Manager
 Dirk Goering, Senior Transportation Planner
 Daniel Anderson, Transportation Planner / Analyst
 Michael Reynolds, Transit Coordinator
 Todd Reese, Deputy District Attorney
 Kathleen King, Chief Deputy Clerk

NOTE: A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

- 1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:09:56)** - Chairperson Bonkowski called the meeting to order at 5:09 p.m. Ms. King called the roll; a quorum was present.
- 2. AGENDA MANAGEMENT NOTICE (5:10:15)** - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.
- 3. DISCLOSURES (5:10:20)** - Chairperson Bonkowski introduced this item, and Vice Chairperson Kimbrough advised of the need to abstain from participating in discussion and action on item 6(E).
- 4. PUBLIC COMMENT (5:10:44)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.
- 5. ACTION ON APPROVAL OF MINUTES - July 10, 2019 (5:11:15)** - Chairperson Bonkowski introduced this item, and entertained a motion. **Vice Chairperson Kimbrough moved to approve the minutes. Commissioner Bagwell seconded the motion. Motion carried 5-0.**
- 6. PUBLIC MEETING ITEMS:**
 - 6(A) INFORMATIONAL PRESENTATION REGARDING FISCAL YEAR 2019 TRANSPORTATION ACTIVITIES (5:11:42)** - Chairperson Bonkowski introduced this item. Ms. Maloney presented the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained additional commissioner questions or comments and public comments; however, none were forthcoming.

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6(B) DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT V&C CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND AWARDING CONTRACT NO. 1819-237, CDBG COLLEGE PARKWAY ADA IMPROVEMENTS PROJECT TO V&C CONSTRUCTION, INC. FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$200,233 (5:15:29) - Chairperson Bonkowski introduced this item, and City Engineer Dan Stucky presented the agenda materials. Mr. Reese acknowledged that the contract was never fully executed. “Carol Akers is a required signature on the contract and she has not signed the contract pending receipt of all the required documents to execute the contract.” At Chairperson Bonkowski’s request, Mr. Reese explained the process for the City to declare a bidder non-responsive and / or to cancel a bid in the best interests of the City.

Chairperson Bonkowski inquired as to a representative of NVNJ Construction; however, no one was forthcoming. Chairperson Bonkowski entertained commissioner questions or comments. Mr. Reese and Purchasing and Contracts Administrator Carol Akers responded to questions of clarification. Chairperson Bonkowski read language from the first “Whereas” paragraph of the contract into the record. Ms. Akers responded to additional questions of clarification.

Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Bagwell moved to award the contract, as presented, to V&C Construction. Vice Chairperson Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion. Commissioner Bagwell advised of having been interested in hearing from a NVNJ Construction representative. Chairperson Bonkowski noted that awarding the contract to V&C Construction is only at an additional cost of less than \$3,000 over the initial bid. Chairperson Bonkowski entertained additional discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

6(C) DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDING TO THE BOARD OF SUPERVISORS ACCEPTANCE OF THE 90% DESIGN OF THE SOUTH CARSON COMPLETE STREETS PROJECT (5:32:21) - Chairperson Bonkowski introduced this item, and City Engineer Dan Stucky introduced Project Manager Tom Grundy. Mr. Stucky provided an overview of this item, and then narrated a PowerPoint presentation which was displayed in the meeting room and copies of which had been distributed to the commissioners and made available to the public prior to the start of the meeting. Mr. Stucky and Mr. Grundy responded to questions throughout the presentation, and extensive discussion took place. Mr. Stucky introduced and presented an instructional video on how to properly navigate a roundabout.

Chairperson Bonkowski entertained public comment. (6:47:17) Donna Inversin, representing Muscle Powered, commended the instructional video and requested that bicyclists be included. She thanked the staff for their “forward-thinking” approach and for working with Muscle Powered “regarding pedestrians and bicyclists ...” Ms. Inversin discussed concerns over the roundabout in consideration of the two pedestrian crossings. She requested consideration be given to further decreasing vehicle speeds in the roundabout.

(6:51:43) Louis Lem commended the discussion to include green striping in the roundabout to accommodate bicycle transition.

(6:53:04) Dan Leck discussed concerns over the roundabout relative to bicyclists, and requested consideration be given to eliminating the frontage road between Colorado and Moses Streets.

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Chairperson Bonkowski entertained additional public comment and, when none was forthcoming, a motion. **Commissioner Macquarie moved to recommend to the Board of Supervisors acceptance of the 90% design of the South Carson Street Complete Streets Project, with the understanding that staff will take into account the comments received during this meeting and during other public meetings and have a serious look at the roundabout and other issues that have been brought up. Vice Chairperson Kimbrough seconded the motion for purposes of discussion.** Chairperson Bonkowski entertained discussion on the motion. Vice Chairperson Kimbrough requested acknowledgment of staff's understanding of the motion relative to responsibility. Commissioner Macquarie explained the purpose of his motion, and discussion followed. Mr. Stucky acknowledged an understanding of the commission's direction "of the areas that we need to evaluate further. Again, ... some of these we do feel like the design that you see today is the best design. So ... I'm not going to change stuff that ... staff disagrees with from an engineering standpoint but some of these things, ... the feedback we got today, there's some areas that we definitely need to look at further and find a solution for and then there's some areas that ... are pretty simple things that we can do and tweak in the design and implement and make you all happy with that. So I believe that we have clear direction based off the feedback that we've received from you today." Mr. Stucky and Public Works Department Director Darren Schulz responded to questions of clarification, and discussion followed. Chairperson Bonkowski suggested an amendment to the motion to indicate that staff will present an update at the September commission meeting. **Commissioner Macquarie so amended his motion. Vice Chairperson Kimbrough continued his second.** Mr. Stucky again acknowledged sufficient direction. Chairperson Bonkowski entertained additional discussion and, when none was forthcoming, called for a vote on the pending motion. **Motion carried 5-0.**

6(D) DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT NO. 2 TO RENEW CONTRACT NO. 1516-129, PUBLIC TRANSPORTATION OPERATING SERVICES, WITH MV TRANSPORTATION, INC. FOR THE ANNUAL AMOUNT OF \$844,898, THROUGH SEPTEMBER 30, 2020 (7:12:51) - Chairperson Bonkowski introduced this item. Ms. Maloney presented the agenda materials, and responded to questions of clarification.

Chairperson Bonkowski entertained additional questions or comments of the commissioners and of the public. (7:21:04) MV Transportation General Manager Christy Park expressed appreciation for the working relationship between MV Transportation staff and Transportation Division staff.

Chairperson Bonkowski entertained additional public comment and, when none was forthcoming, a motion. **Vice Chairperson Kimbrough moved to approve Amendment No. 2 to Contract No. 1516-129, as proposed. Commissioner Bagwell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 5-0.**

6(E) DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 1819-181, 2019 BICYCLE AND PEDESTRIAN SCHOOL SAFETY REVIEW STUDIES, BETWEEN CARSON CITY AND HEADWAY TRANSPORTATION, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$149,860.00, TO BE FUNDED FROM THE RTC - SAFE ROUTES TO SCHOOL PROGRAM (7:22:12) - Chairperson Bonkowski introduced this item, and entertained disclosures. Vice Chairperson Kimbrough advised of a conflict of interest and that he would not participate in discussion and action. Mr. Reese advised that Vice Chairperson Kimbrough's recusal would reduce the quorum for this item.

Ms. Maloney presented the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners and of the public and, when none were forthcoming, a motion. **Commissioner**

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Bagwell moved to award the contract, as presented. Commissioner Stedfield seconded the motion. Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4 - 0 - 1, Vice Chairperson Kimbrough abstaining.**

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

7(A) TRANSPORTATION MANAGER'S REPORT (7:31:17) - Chairperson Bonkowski introduced this item. Ms. Maloney reported that a Transportation Traffic Engineer had been selected. Chairperson Bonkowski entertained questions or comments; however, none were forthcoming.

7(B) STREET OPERATIONS ACTIVITY REPORT (7:31:52) - Chairperson Bonkowski introduced this item, and Ms. Maloney presented the report which was included in the agenda materials. Chairperson Bonkowski entertained questions or comments; however, none were forthcoming.

7(C) PROJECT STATUS REPORT (7:32:33) - Chairperson Bonkowski introduced this item. Mr. Goering presented the report which was included in the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained additional questions or comments; however, none were forthcoming.

7(D) FUTURE AGENDA ITEMS (7:37:37) - Chairperson Bonkowski introduced this item, and Ms. Maloney reviewed the tentative agenda for the September commission meeting.

8. COMMISSIONER COMMENTS (7:38:36) - Chairperson Bonkowski entertained commissioner comments. Vice Chairperson Kimbrough expressed disappointment that the Safe Routes to School Coordinator job description was not submitted to the commission. He expressed understanding that the job description was a personnel matter, but suggested that it would have fit the purview of the commission. Commissioner Stedfield discussed concerns over the intersection of Topsy Lane and Center Drive, and suggested it should be a four-way stop. Ms. Maloney provided background information and advised that the Douglas County Commissioners would have to decide on a four way stop at that portion of Center Drive. Commissioner Macquarie expressed concern that the needs description does not adequately provide for bicyclists and pedestrians.

9. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR WEDNESDAY, SEPTEMBER 11, 2019 IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET, CARSON CITY (7:42:26) - Chairperson Bonkowski read this information into the record.

10. PUBLIC COMMENT (7:42:33) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

11. ACTION ON ADJOURNMENT (7:42:47) - Upon motion by Vice Chairperson Kimbrough, Chairperson Bonkowski adjourned the meeting at 7:42 p.m.

The Minutes of the August 14, 2019 Carson City Regional Transportation Commission meeting are so approved this ____ day of September, 2019.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: September 11, 2019

Staff Contact: Dan Stucky, City Engineer (dstucky@carson.org)

Agenda Title: For Information Only – Informational presentation and discussion regarding resolution on comments provided by the RTC, the Redevelopment Authority Citizens Committee, and the Board of Supervisors on the 90% design of the South Carson Complete Streets Project.

Staff Summary: At its August 14, 2019 meeting, the RTC board requested that staff provide an informational update after comments were received on the 90% design for the South Carson Complete Streets Project. Staff will provide a summary of comments alongside whether or not each can be incorporated into the final design for the project.

Agenda Action: Other/Presentation

Time Requested: 20 minutes

Proposed Motion

-N/A

Previous Action

June 14, 2017 – The RTC approved the South Carson Street Conceptual Complete Streets Study

November 14, 2018 – The RTC recommended acceptance of the 30% design for the South Carson Complete Streets Project

March 13, 2019 – The RTC recommended acceptance of the 60% design for the South Carson Complete Streets Project

August 14, 2019 – The RTC recommended acceptance of the 90% design for the South Carson Complete Streets Project with the understanding that staff will take into account comments received during the meeting and during other public meetings, and that staff should present an update on incorporation of comments at the September RTC meeting.

Background/Issues & Analysis

On June 14, 2017, the RTC approved the South Carson Street Conceptual Complete Streets Study. The study incorporated extensive public outreach and industry best practices to develop conceptual designs. The recommended design in the study has documented support from the businesses and property owners along the corridor as well as bicycle and pedestrian advocates.

In the spring of 2018, Carson City was awarded a Transportation Investment Generating Economic Recovery (TIGER) grant for \$7.6 million. The highly competitive TIGER grant was awarded by the United States

Department of Transportation, which described the project as an important investment in Carson City's infrastructure with a focus to improve pedestrian safety and mobility in the area, and enhance commercial and business access.

Carson City staff contracted with Traffic Works, an independent traffic engineering firm, to conduct an Intersection Alternatives Evaluation in June 2018. The evaluation was designed to be an objective assessment of intersection control alternatives for South Carson Street through the entire project corridor, with particular emphasis on the Sonoma Street and Stewart Street Intersections with South Carson Street.

The primary purposes of the evaluation were to:

- Determine if a roundabout is significantly advantageous at the intersection of Sonoma Street and South Carson Street, or not;
- Review prior studies and provide input on the appropriateness of locations considered for roundabouts;
- Identify the best options for traffic management, business access, and future intersection improvements.

The evaluation concluded that the South Carson Street at Stewart Street intersection is the most reasonable for a roundabout at the current time, considering existing right-of-way, capacity to support a future connection to S. Curry Street, placement relative to the coordinated signal system, and that this intersection may serve as a gateway feature to the revitalized downtown area.

Carson City staff conducted a field tour during the weeks of October 15 and October 22, 2018 to visit the businesses along the project corridor. Staff provided an overview of the project and project schedule, gathered feedback, and discussed various communication tools for the public to stay connected during the design and construction process. A public meeting was also held on December 11, 2018 to present the project and gather feedback from the community.

At the November 14, 2018 RTC meeting, the project design team presented an overview of the project, responded to questions, and gathered feedback from the RTC. The RTC recommended acceptance of the 30% design for the South Carson Complete Streets Project, which was later accepted by the Board of Supervisors on December 20, 2018. The Redevelopment Authority Citizens Committee (RACC) reviewed and commented on the 30% design at the December 3, 2018 meeting.

On April 12, 2019, a public workshop was held to present the 60% design and discuss project specifics with the general public.

The project design team presented an overview of the project 60% design at the March 13, 2019 RTC meeting, responded to questions, and gathered feedback from the RTC. The RTC recommended acceptance of the 60% design for the South Carson Complete Streets Project, which was later accepted by the Board of Supervisors on May 16, 2019. The RACC reviewed and commented on the 60% design at the May 6, 2019 meeting.

At the June 12, 2019 RTC meeting, staff provided an informational presentation and discussion on traffic impacts and expectations resulting from the South Carson Street Complete Streets Project.

The South Carson Complete Streets Project plans to convert the large South Carson Street corridor into more productive uses that facilitate comfortable, convenient, and safe travel for pedestrians and cyclists; improve access to abutting businesses; spur private investment in this important and vibrant commercial corridor; increase driver safety; and prepare Carson City for future Smart City advancements. The project limits are

from the intersection of South Carson Street and 5th Street, south to the intersection of South Carson Street and I-580/US 50. The project includes pedestrian safety measures, ADA-compliant sidewalks and curb ramps, narrowed travel lanes, a buffered multi-use path, dedicated bicycle facilities, a roundabout, critical improvements to stormwater infrastructure, improved business access, public art, lighting fixtures, new signals, upgrades to the water and sewer systems, and fiber optic communications improvements that will complete the City's core communications ring. Construction is anticipated to start near the end of 2019. Public Works staff will provide a presentation and be available to answer questions.

The following is a tentative schedule of remaining key milestones leading up to final design of the project:

- October 2019 – Complete project design

If you have any questions regarding the South Carson Complete Streets Project, you can contact Tom Grundy, Senior Project Manager, at tgrundy@carson.org/283-7081 or Dan Stucky, City Engineer, at dstucky@carson.org/283-7084.

Applicable Statute, Code, Policy, Rule or Regulation

-N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

-N/A

Supporting Material

-N/A

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STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: September 11, 2019

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding direction to pursue eight proposed transportation infrastructure projects in fiscal year (FY) 2020 for Performance District 2, as funding permits, and approve allocation of all remaining federal fiscal year (FFY) 2019 Surface Transportation Block Grant (STBG) funds.

Staff Summary: Staff has identified eight FY 2020 transportation infrastructure projects for Performance District 2. If approved, staff will move forward with the development and refinement of cost estimates and project design. The projects will extend the life of the roadways and improve the ride quality. The proposed projects were presented to the Transportation Resource Advisory Forum of Carson City (TRAFCC) on August 26th and received their support.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to direct staff to pursue the District 2 projects and to allocate remaining FFY 2019 Surface Transportation Block Grant funds as presented.

Background/Issues & Analysis

Roadways in Performance District 2 were evaluated according to evaluation factors within the City's Pavement Management Plan. The evaluation factors include pavement condition, roadway functional classification, safety, traffic volume, ADA improvements, construction efficiencies, and industry standards for scheduling preventive maintenance. Pavement preservation projects will be prioritized over reconstruction projects. Additional information on the City's Pavement Management Plan is available online at <https://carson.org/government/departments-g-z/public-works/transportation>.

The eight transportation infrastructure projects proposed for District 2 include six preservation projects and two major rehabilitation/reconstruction projects. For fiscal year (FY) 2020, the available budget for pavement projects is \$2.1 million, comprised of \$1 million from the Transportation Infrastructure account, \$650,000 from the Virginia and Truckee Plan of Expenditure, and \$516,550 from Carson City's Surface Transportation Block Grant (STBG) funding allocation. The six preservation projects will preserve the existing pavement, provide needed corrective maintenance, and improve the ride quality of the roadways. Staff will not move forward on either the Northridge Drive or Telegraph Street reconstruction projects until refined cost estimates have been completed, design has progressed, and sufficient budget remains after the six preservation projects.

Preservation Projects and Estimated Costs:

- Roop Street between Northridge Drive and Washington Street (\$243,000)
- Saliman Road between Long Street and Fairview Drive (\$322,000)
- Winnie Lane between Carson Street and Russell Way (\$193,000)
- Long Street between Roop Street and Russell Way (\$255,000)
- Russell Way between Northridge Drive and William Street (\$70,000)
- Northridge Drive between Roop Street and Jarbidge Court (\$259,000)

Major Rehabilitation/Reconstruction and Estimated Costs:

- Northridge Drive between Jarbidge Court to Eastcrest Drive (\$633,000)
- Telegraph Street between Carson Street and Plaza Street (\$348,000)

Based on the preliminary cost estimates, the total cost for the eight proposed projects is \$2,323,000. The estimate includes an approximation of soft costs (including project management, preliminary engineering, and contingency) and construction costs, but does not include costs associated with potential utility or stormwater improvements. If approved, staff will move forward with project design and roadway preparation, including sealing and repairing cracks, and patching potholes, where needed.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS Chapter 277A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: RTC fund, Capital Improvement Account / 2503035-507010; V&T Infrastructure fund, Capital Improvements / 2535005-507010.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: For FY 2020, the available budget for pavement projects includes \$2.1 million, comprised of \$1.0 million from the Transportation Infrastructure account, \$650,000 from the Virginia and Truckee Plan of Expenditure, and \$516,550 from Carson City’s Surface Transportation Block Grant (STBG) funding allocation. If approved, staff will pursue the preservation projects first. Funding will be transferred from the Transportation Infrastructure account to the Capital Improvements Account once individual projects are initiated with refined cost estimates. Then if funding allows, as cost estimates are refined, staff will begin development of the rehabilitation projects.

Alternatives

-Direct staff to identify other transportation infrastructure priorities.

Supporting Material

-Exhibit-1: PowerPoint slides presented to TRAFCC, includes proposed District 2 Transportation Projects (page 30)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



TRAFCC Transportation Resource Advisory Forum for Carson City

August 26, 2019

Agenda

- Introductions
- S. Carson Complete Streets Project Update
- Overview of Pavement Management Plan
- Ongoing Projects
- Fiscal Year 2020 Funding
- Proposed 2020 Pavement Projects
- Discussion



South Carson Complete Streets Project

Transportation Resource Advisory Forum for Carson City
(TRAFCC)
August 26, 2019

Project Background



2014

- BOS approved plan of expenditures for facility and corridor projects- including South Carson Street corridor

2016 and 2017

- Conducted corridor study for the South Carson Complete Streets Project

2018

- Awarded \$7.57 million TIGER grant for the South Carson Complete Streets Project

2019

- Project design

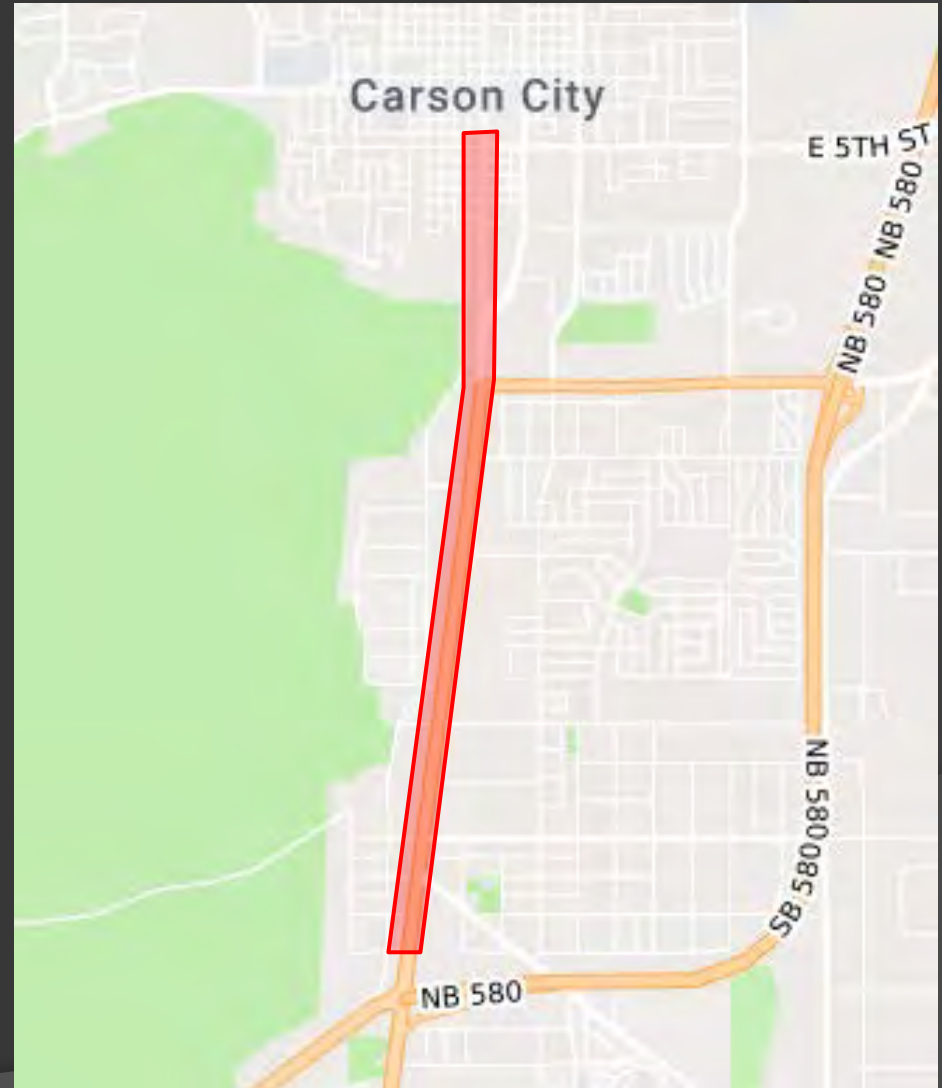
2020

- Project construction

Project Overview



- Storm drainage
- Landscaping
- Multi-use path
- Enhanced business access
- Street lighting
- Frontage road
- Roundabout
- Illuminated pedestrian crossings
- Utility improvements



Stewart Street Roundabout



- Design highlights:
 - Improved level of service
 - Decreased O&M costs
 - Improved safety- Significant anticipated crash reduction from 3/year to 1.6/year (Societal cost savings of \$2.8M)
 - Provides gateway to the City
 - Future 4th leg connection to Curry



Stewart Roundabout

Schedule



- ◎ Design milestones:
 - October 2019: Final design

- ◎ Public meetings and outreach:
 - 19 public meetings to date on project
 - November/December 2019: Pre-construction public meeting

- ◎ BOS meeting updates:
 - December 2019- Construction contract execution

- ◎ Construction
 - Start mobilizing end of 2019, construction early 2020
 - 9 to 12 month construction duration

Project Communication Tools



- CarsonProud.com
- Text subscription service
- Social media
- Tom Grundy, Project Manager
tgrundy@carson.org
775-283-7081

**TEXT CARSON PROUD
TO 31996 TO SIGN
UP FOR MOBILE
MESSAGING.**

**VISIT
CARSONPROUD.COM
TO SIGN UP FOR WEEKLY
E-NOTIFICATIONS**

WE'RE SOCIAL @CARSONPROUD





Roundabout Education

- Staff developed and released a roundabout education video in June based on requests from citizens, RTC, and other committees



Project Communication Tools



- CarsonProud.com
- Text subscription service
- Social media
- Tom Grundy, Project Manager
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775-283-7081

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WE'RE SOCIAL @CARSONPROUD





South Carson Complete Streets Project

Pavement Management Plan

Carson City Pavement Management Plan



Fiscal Year 2019-2023
Approved April 11, 2018

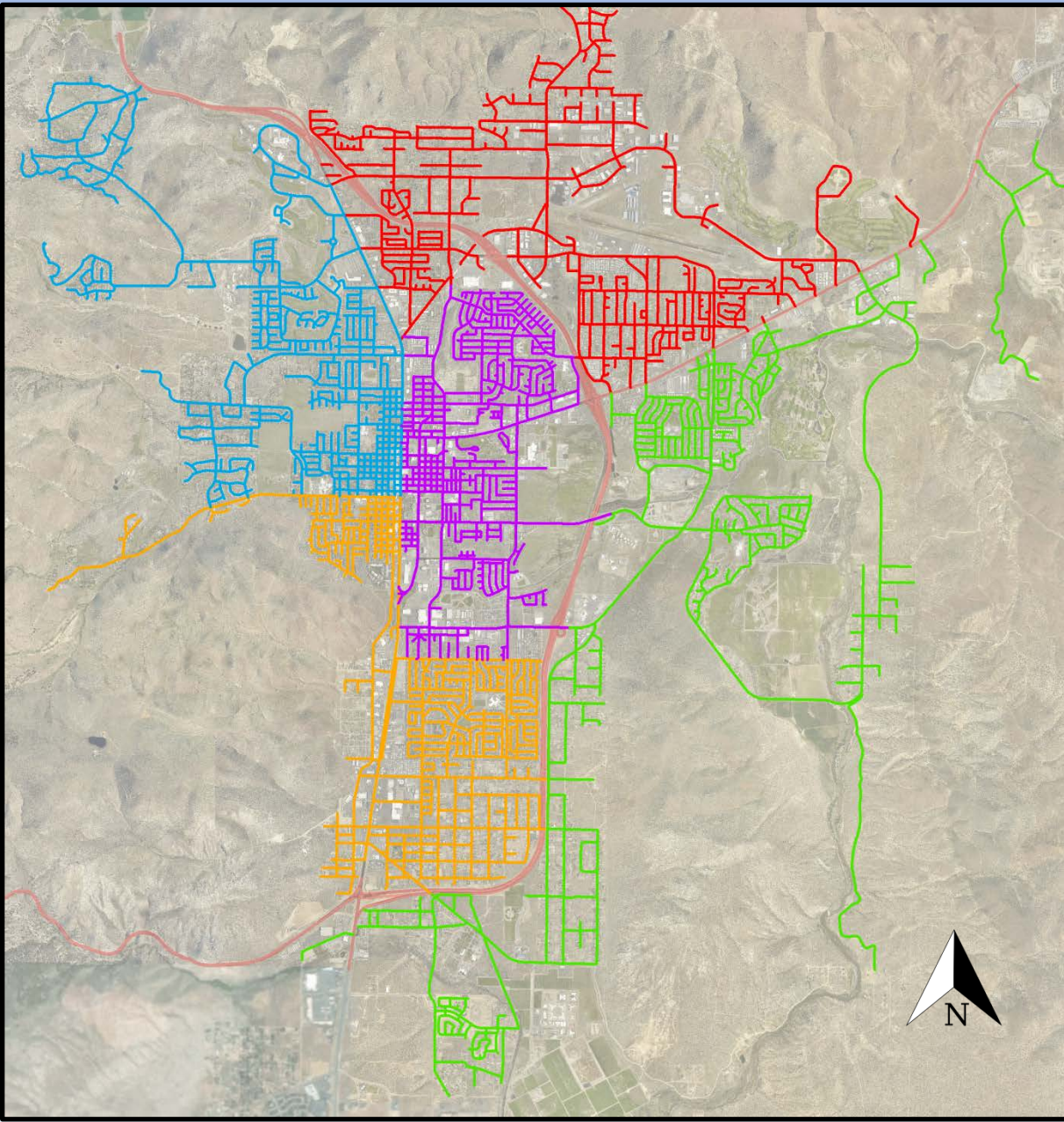
- RTC Approved April 11, 2018
- Establishes an efficient and effective strategy to maintain the City's roadways
- Establishes five performance districts
- Five year rotating schedule

www.Carson.org/transportation

Pavement Management Plan Objectives

- Predictable use of roadway funding
- Improves transparency for public and decision-makers
- Maintains flexibility for unplanned City projects and “match” for grant opportunities
- Targets cost-saving strategies
- Provides a framework for:
 - Tracking pavement conditions
 - Setting performance targets
 - Better understanding and justifying funding needs

Five Performance Districts



Performance District Number	Year
1 (Red)	2019
2 (Purple)	2020
3 (Green)	2021
4 (Orange)	2022
5 (Blue)	2023

Pavement Management Plan

Establishes an annual implementation schedule:

Pavement Inspections

May – June

Project Evaluation

July – August

Project Selection & Public Posting

September – October

Project Design

October – January

Advertise Project(s) for Bidding

January – February

Project Execution/Notice to Proceed

February – March

Project Construction

March – October

Pavement Management Plan Evaluation Criteria

The following PCI ranges are used to help determine the appropriate pavement treatment:

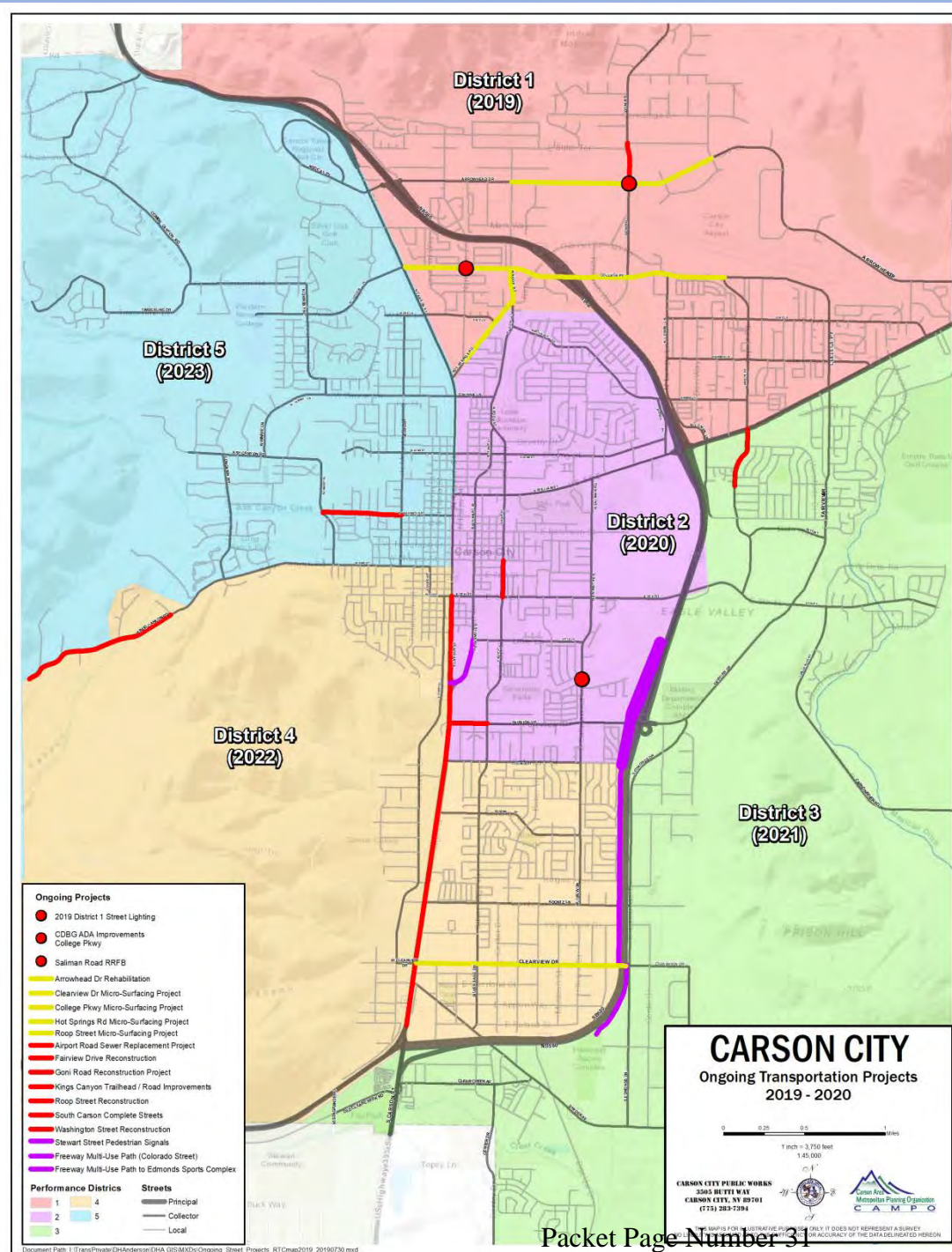
- Corrective Maintenance – Eligible at PCI of 65 or greater
- Surface Preservation – Eligible at PCI of 65 or greater
- Surface Rehabilitation – Eligible at PCI between 41 and 65
- Reconstruction – Eligible at PCI less than 40

The remaining factors will further prioritize projects:

- Preventive and Corrective Maintenance Schedule (per industry standards)
- Roadway Functional Classification
- Safety Needs/Targets
- Traffic volume
- Construction Efficiencies
- Funding Eligibility and Availability of Federal Competitive/Discretionary Grant Funding



Ongoing Capital Projects



Carson City Freeway Multi-Use Path Project to Colorado Street

Total Estimated Cost:

- \$1,025,500
- Competitive Grant
- 95% federally funded

Status:

- Design Complete
- Construction Spring 2020



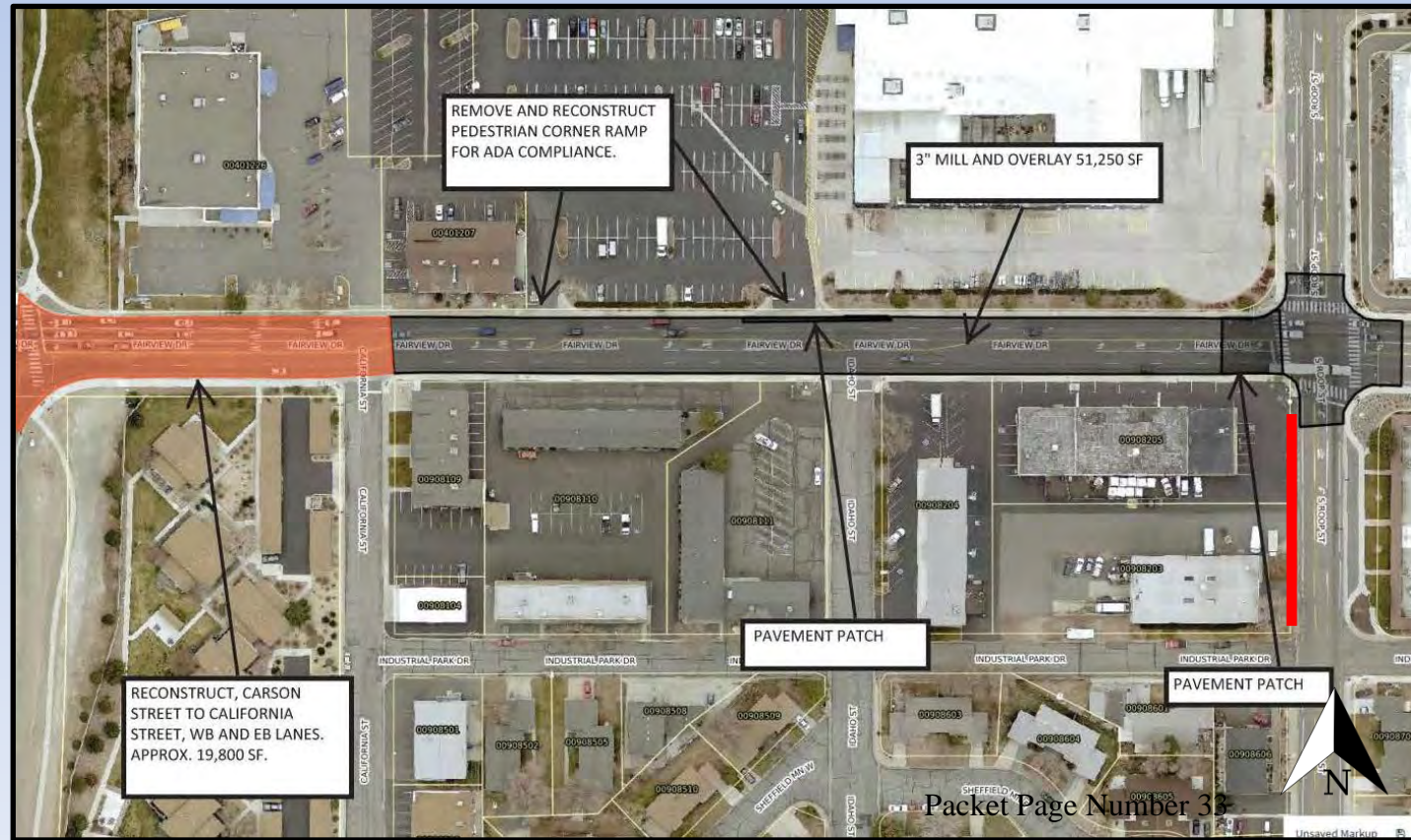
Fairview Drive Reconstruction Project

Total Estimated Cost:

- \$1,294,696 (\$710,000 for transportation & \$584,696 for utility improvements)

Status:

- Design is Complete
- Construction Spring 2020



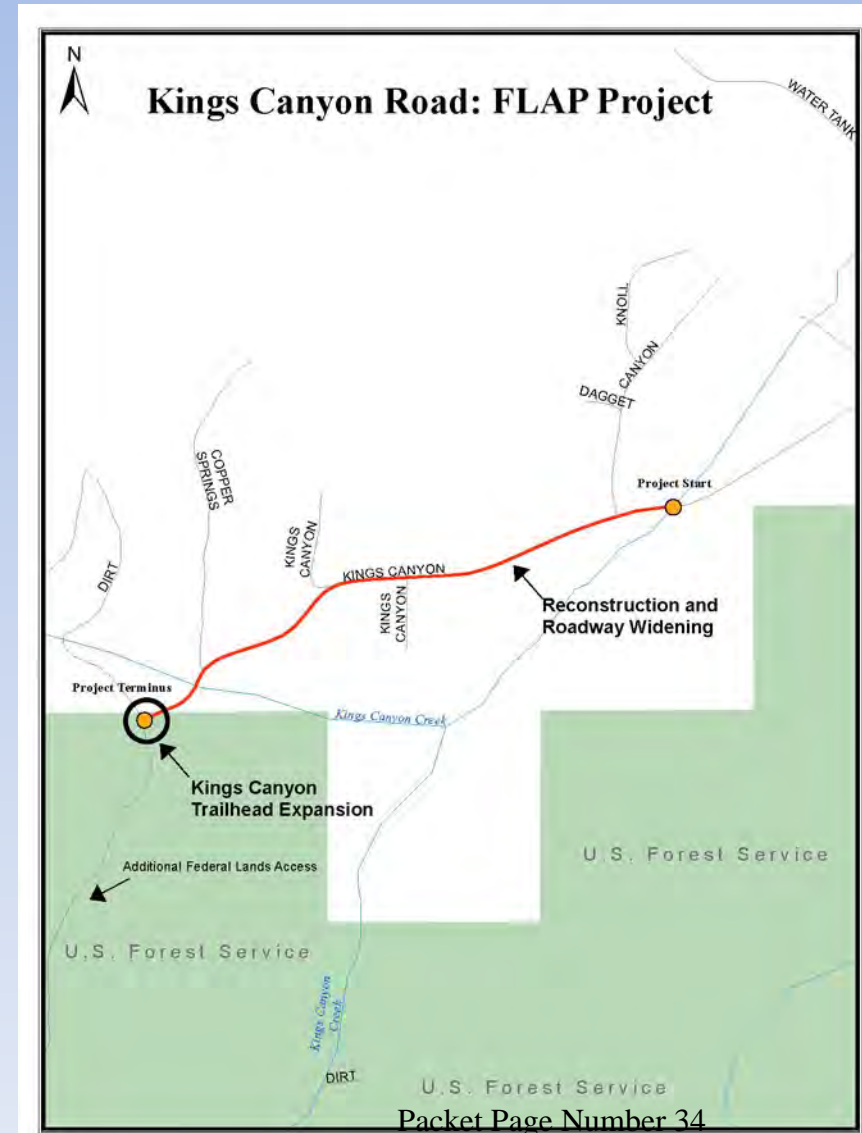
Kings Canyon Trailhead Improvements and Roadway Reconstruction Project

Total Estimated Cost:

- \$3,707,000
- Competitive grant
- 95% federally funded

Status:

- 75% design plans December 2019



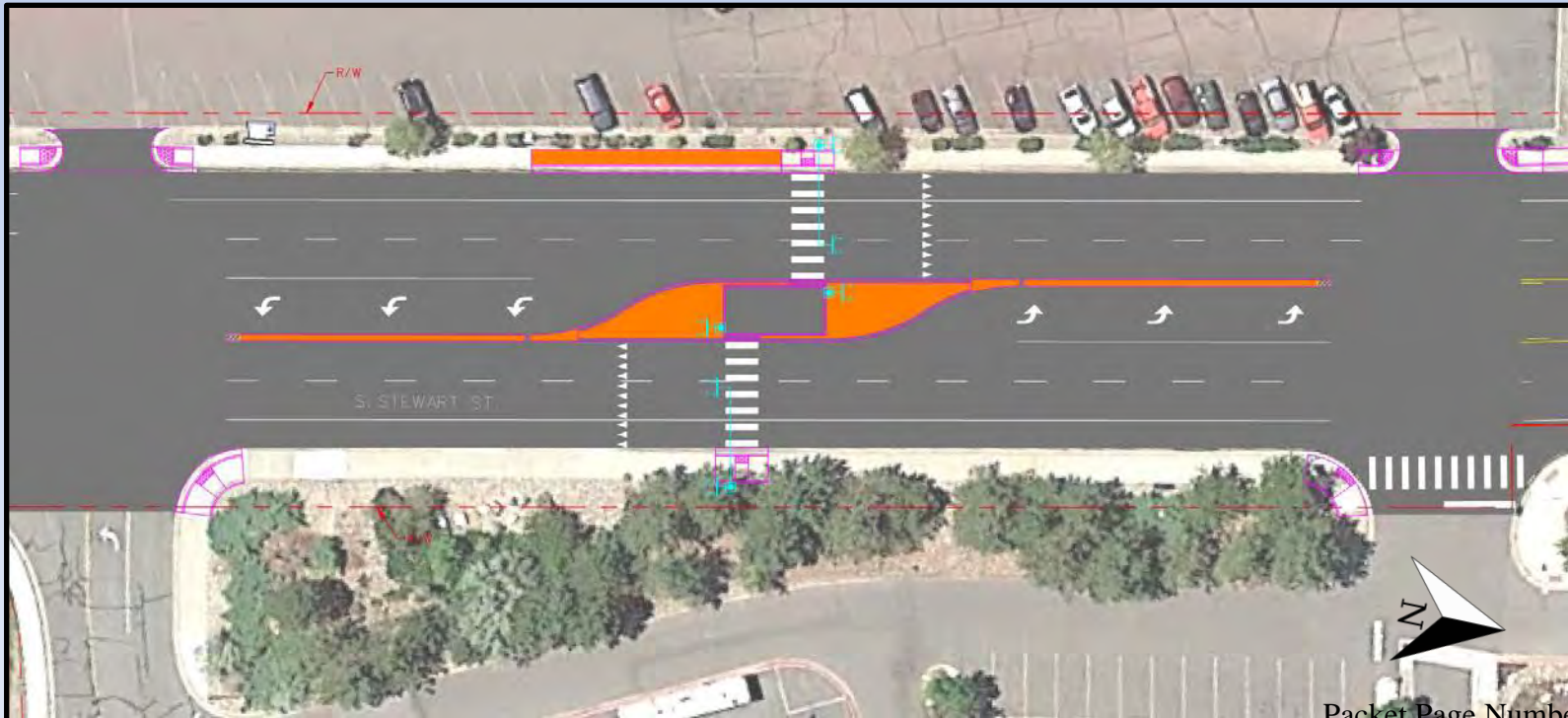
Stewart Street Pedestrian Signals

Total Estimated Cost:

- \$858,342
- NDOT designed and delivered the project
- \$30,000 local match

Status:

- Construction is complete (awaiting power)



CDBG College Parkway ADA Improvements

Total Estimated Cost:

- \$268,892
- Competitive grant
- 100% grant funded

Status:

- The contract has been awarded to V&C Construction Group
- Construction Fall 2019



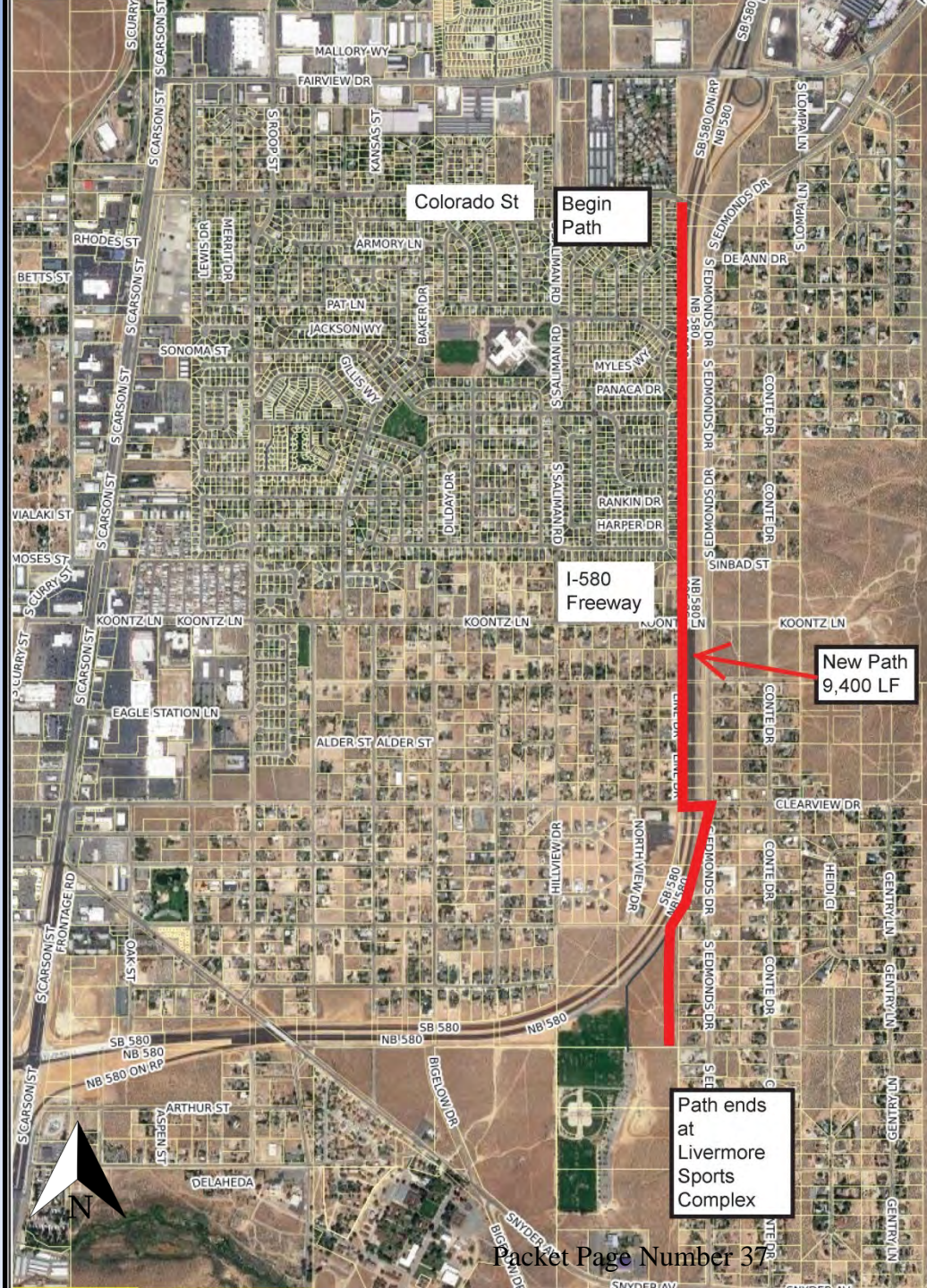
Freeway Multi-Use Path to Edmonds Sports Complex

Total Estimated Cost:

- \$1,618,000
- Competitive grant
- 95% federally funded

Status:

- Design Fall 2019
- Construction Spring 2021



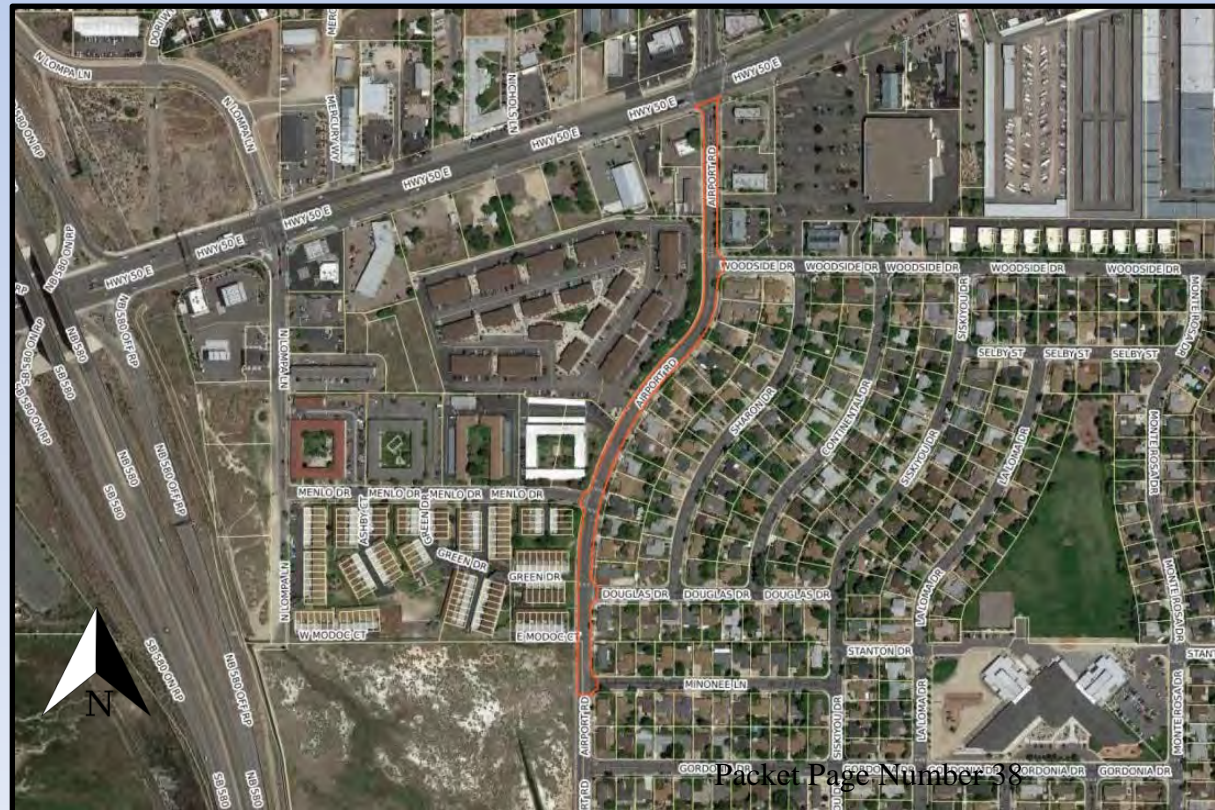
Airport Road Sewer Replacement Project

Total Estimated Cost:

- \$2,126,000 (comprised of \$180,000 in Transportation funding to reconstruct the road in lieu of patching)

Status:

- Construction Spring 2020



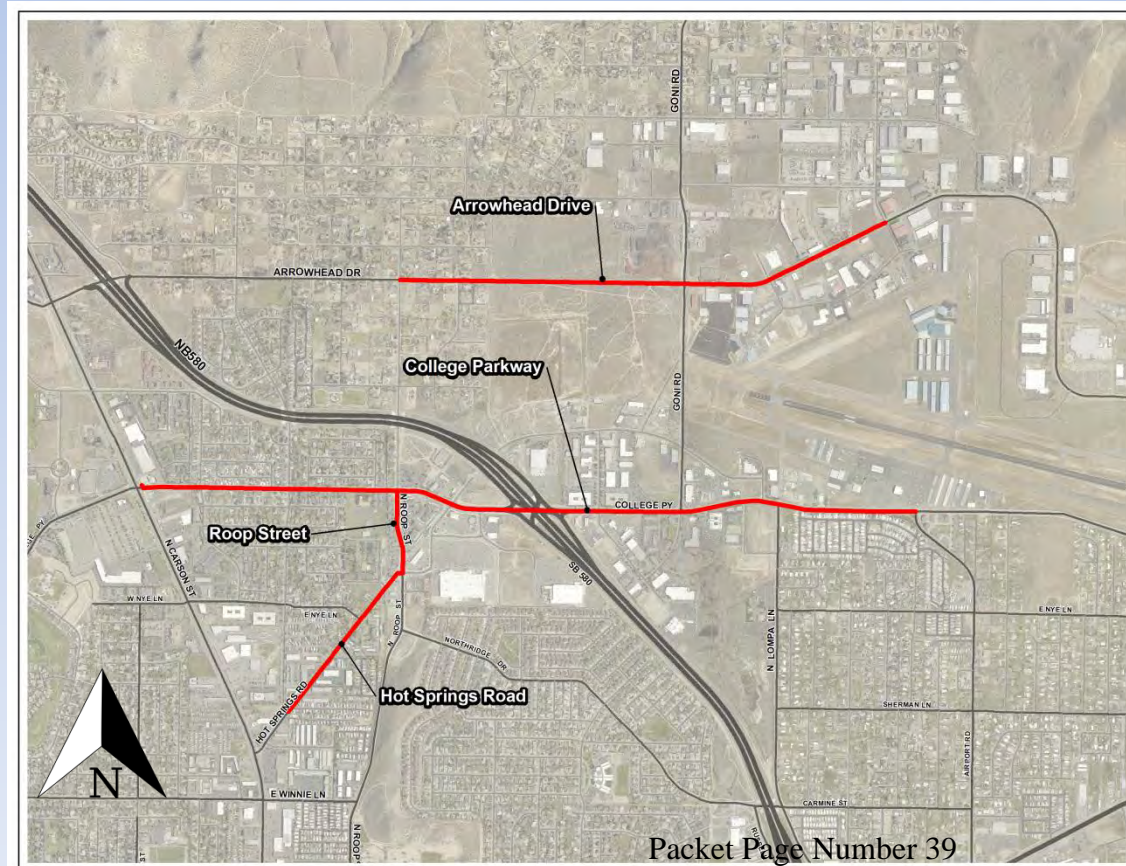
FY 2019 District 1 Surface Treatment Projects

Total Estimated Cost:

- \$1,030,000
- Surface Treatments
- Restriping on Roop Street

Status:

- In progress, construction to conclude in September



FY 2019 District 1 Goni Road Reconstruction Project

Total Estimated Cost:

- \$605,000

Status:

- Construction completed in August



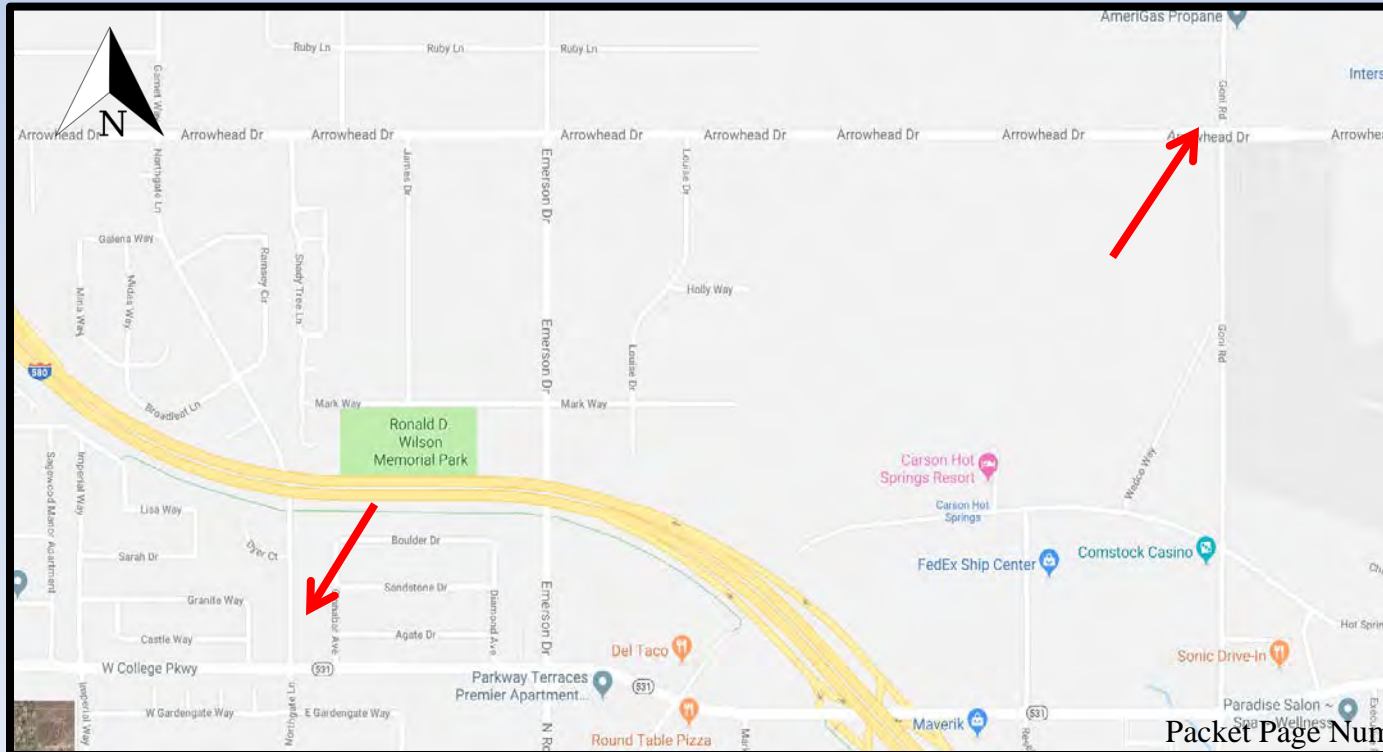
FY 2019 District 1 Street Lighting

Total Estimated Cost:

- \$70,000

Status:

- The design has been completed
- Construction Fall 2019



Clearview Drive Micro-Surfacing Project

Total Estimated Cost:

- \$173,000
- V&T Funding

Status:

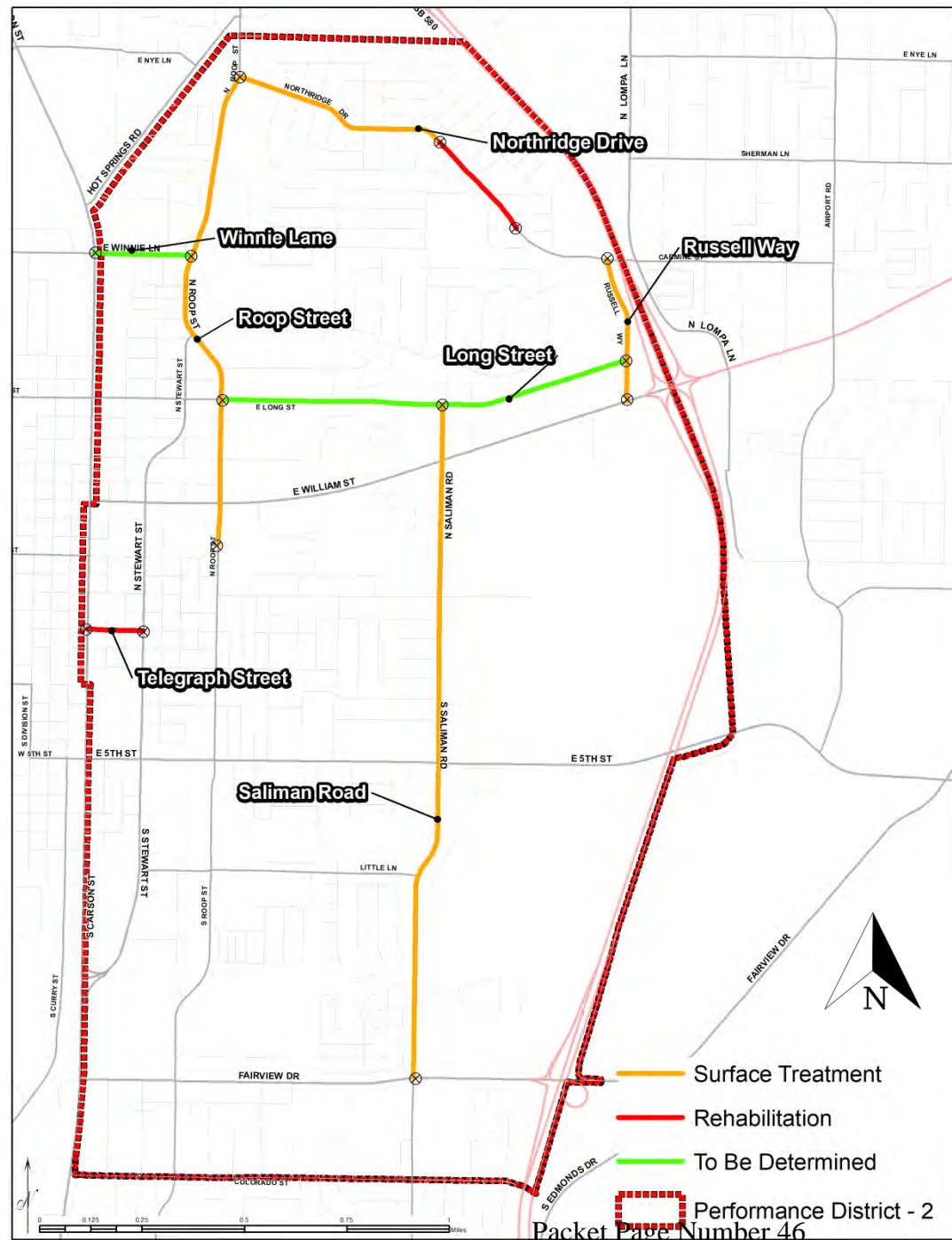
- Construction Fall 2019



Budget FY 2020

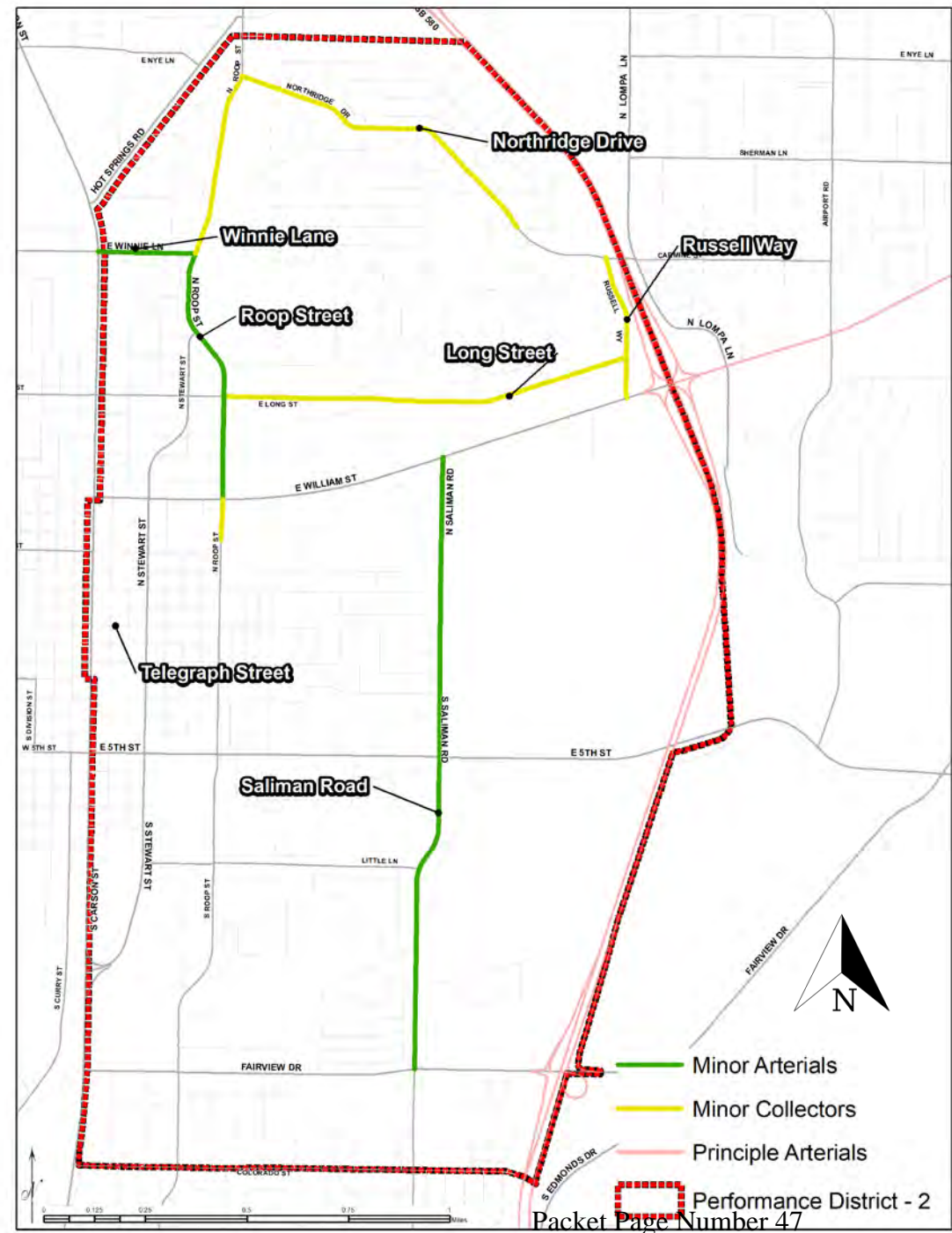
- \$1.1 million – Regional Transportation Commission (RTC), Transportation Infrastructure Fund (available funding for capital projects)
- \$500,000 – Surface Transportation Block Grant (STBG) funds available (fiscal years 2020 and 2021)
- \$1.3 million – Virginia and Truckee (V&T) Railroad Sales Tax Plan of Expenditure
 - On November 1, 2018, the Carson City Board of Supervisors amended the Plan of Expenditure for the V&T Railroad Sales Tax to use excess revenue for the preservation and rehabilitation of the City’s regional roads. The plan expires July 1, 2027

District 2 Transportation Projects Under Evaluation



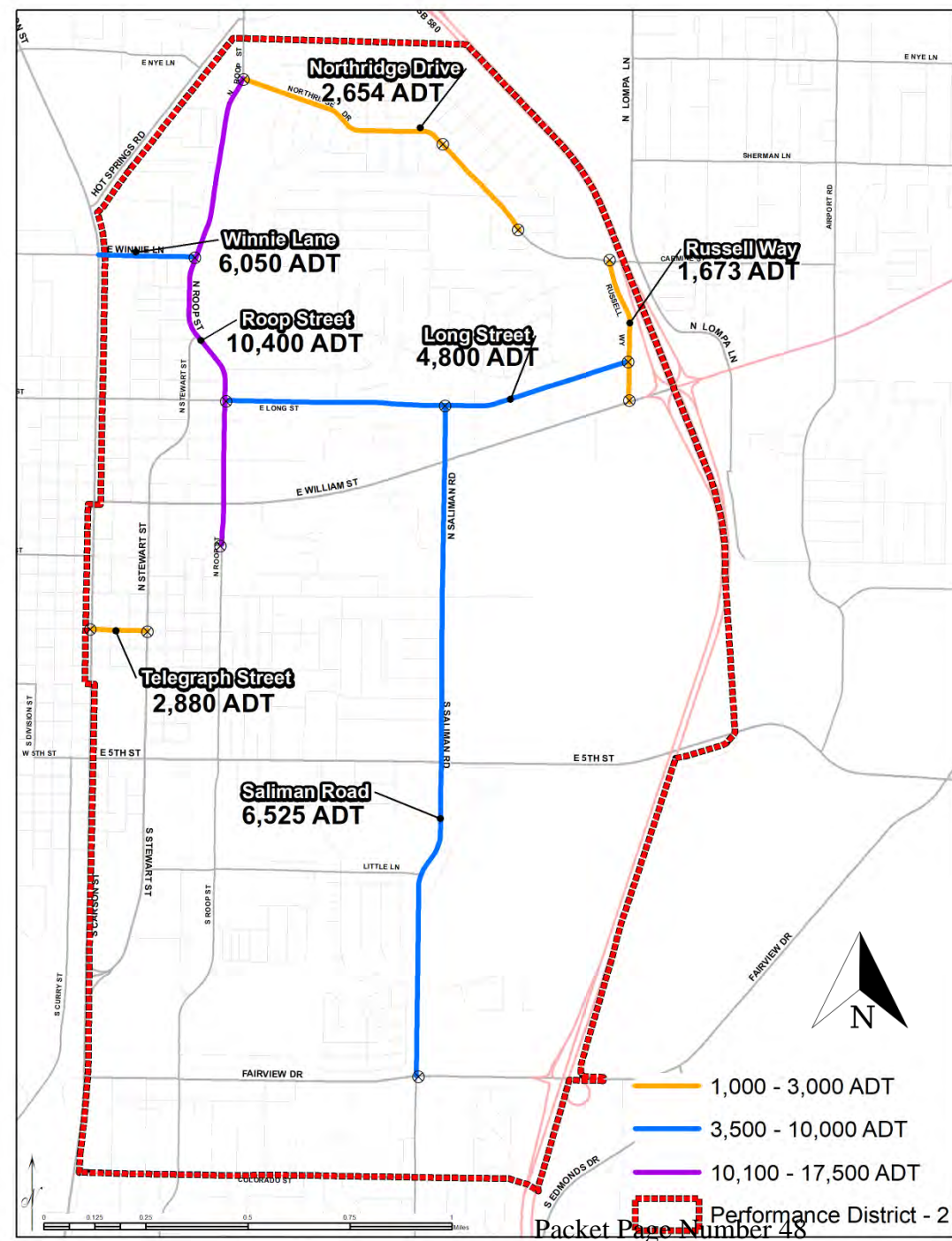
District 2

Roadway Functional Classification



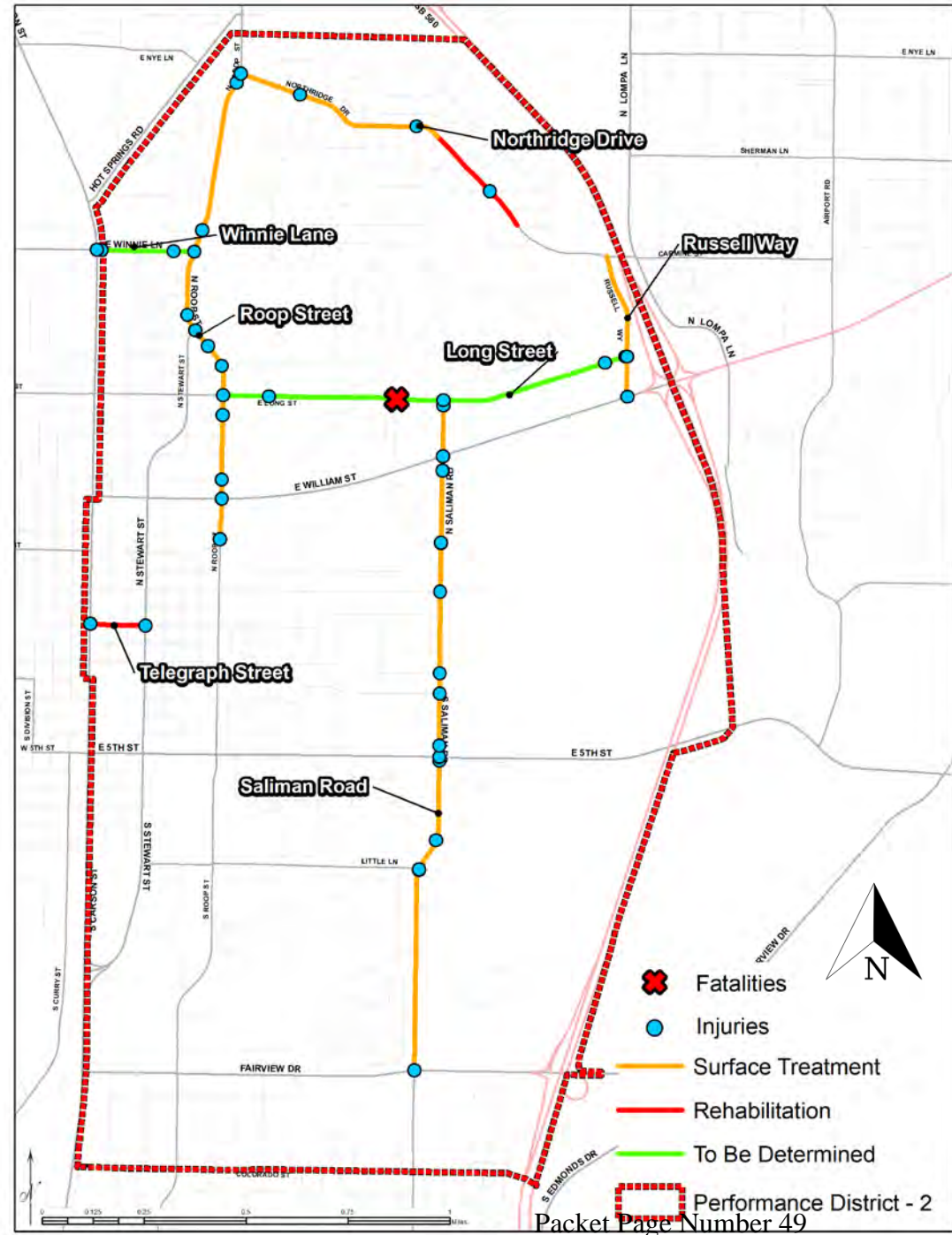
District 2

Traffic Volumes



District 2

Fatalities and Injuries



District 2

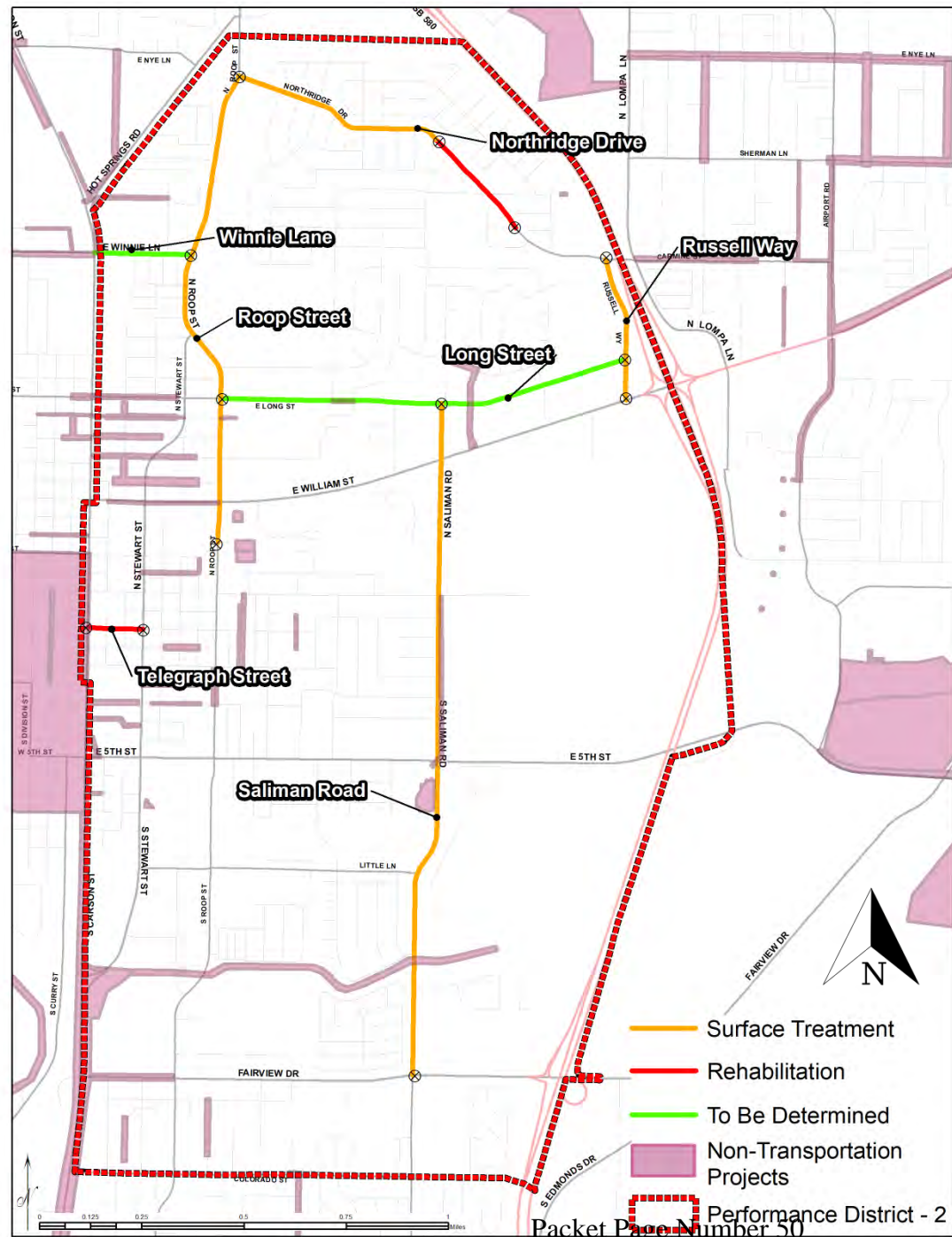
Long-Term

Public Works

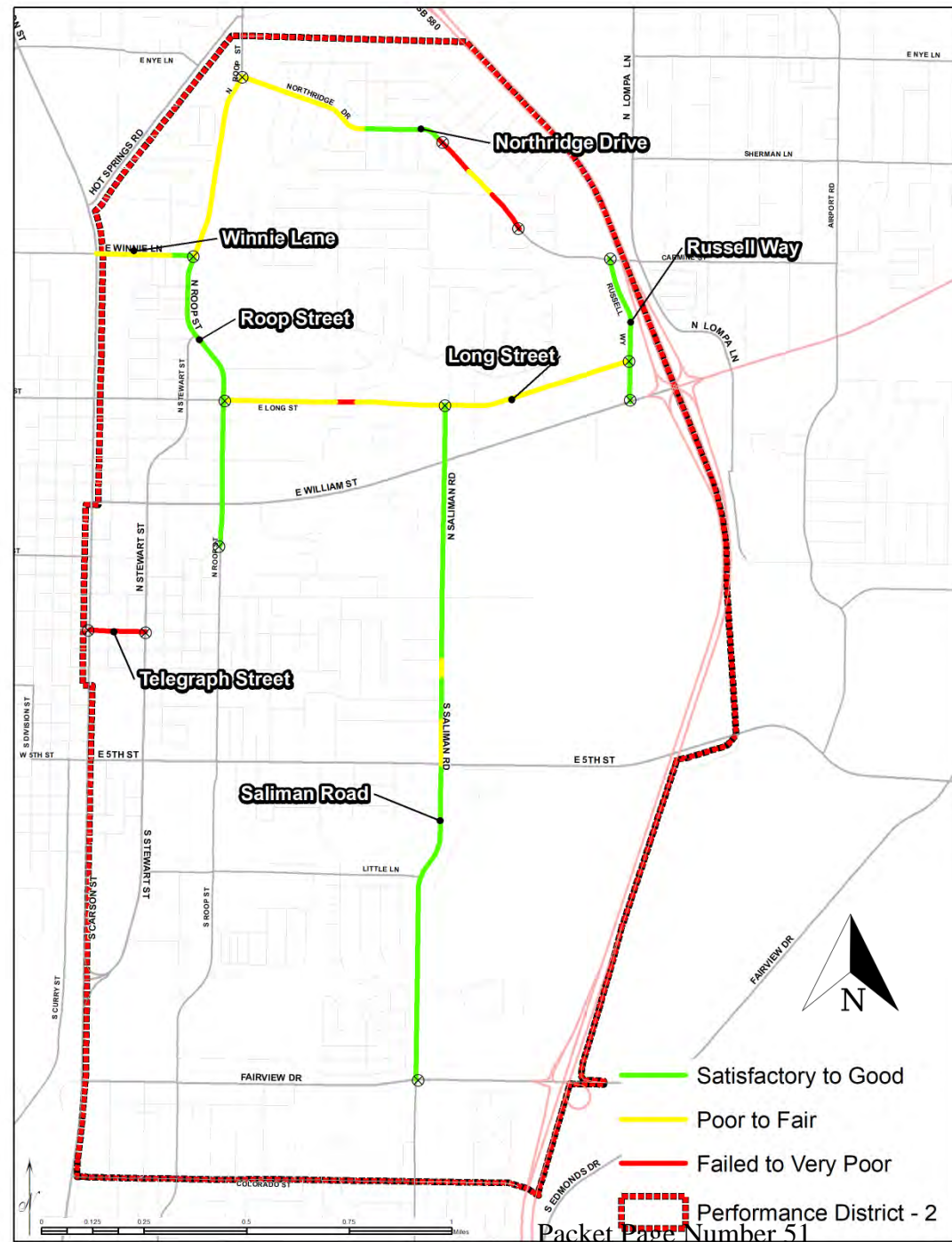
Capital

Improvement

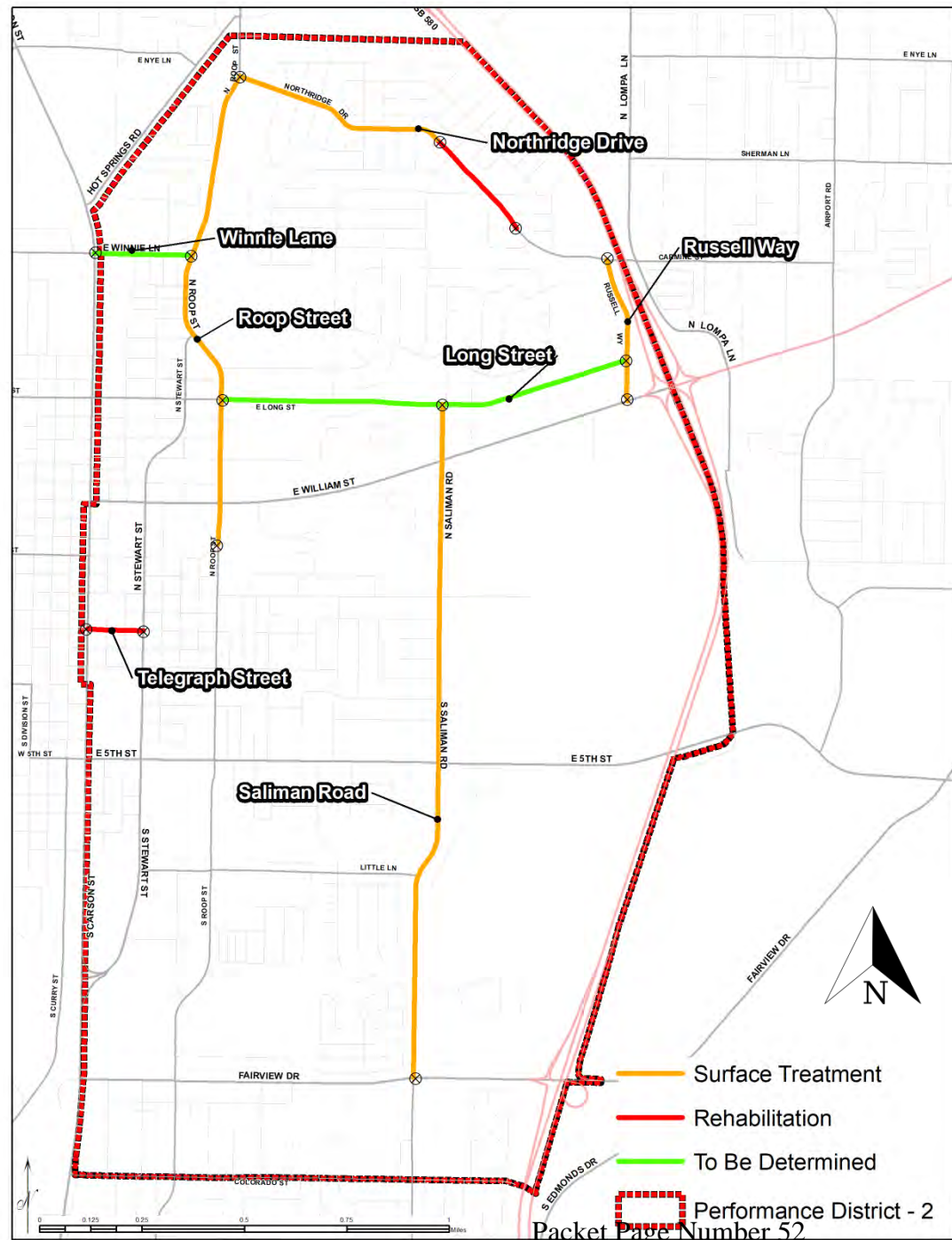
Projects (CIP)



District 2 Pavement Condition For Proposed Transportation Projects Under Evaluation



Performance District 2 Transportation Projects Under Evaluation



Fiscal Year 2020

District 2 Projects Under Evaluation

2020 District 2 - Transportation Projects

Transportation Facility Information	Roop Street Northridge Dr to Washington St (Surface Treatment)	Saliman Road Long St to Fairview Dr (Surface Treatment)	Winnie Lane Carson St to Roop St (treatment to be determined)	Long Street Roop St to Russel Wy (treatment to be determined)	Russel Way Northridge Dr to William St (treatment to be determined)	Northridge Drive Roop St to Jarbidge Ct (Surface Treatment)	Northridge Drive Jarbidge Ct to Southerest Rd (Rehabilitation)	Telegraph Street Carson St to Plaza St (Rehabilitation)
Pavement Condition	74	79	69	52	78	68	36	24
Square Footage	276,067	497,087	54,324	208,491	64,218	94,365	49,445	6,058
Project Length (Centerline ft)	6,292	8,032	1,264	5,274	1,896	2,771	1,545	233
Scoring Categories	Pavement Condition (Maximum Available Points 9)							
	Volume, Annual Average Daily Trips (Maximum Available Points 9)							
	Number of Crashes (Maximum Available Points 6)							
	Function Classification (Maximum Available Points 3)							
	Bus Route (Maximum Available Points 3)							
ADA Transition Plan/Improvements (Maximum Available Points 2)								
Project Score (Max Score 32)	31	26	26	20	20	18	15	15
Order of Ranking	1st	2nd	2nd	3rd	3rd	4th	5th	5th

Contact Information

Lucia Maloney, PMP

Transportation Manager, Carson City Public
Works

775-283-7396

lmaloney@carson.org

Thank you!



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: September 11, 2019

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding a Community Development Block Grant (CDBG) application by the Public Works Department for ADA improvements along Colorado Street, between California Street and Saliman Road.

Staff Summary: The proposed improvements along Colorado Street and California Street would include replacing non-compliant curb ramps, substandard or hazardous sidewalks (includes some residential driveways), access improvements for pedestrian push buttons, adding missing sidewalk, and expanding roadway pavement in areas where curb and sidewalk are being added.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the submission of the grant application as presented.

Background/Issues & Analysis

The grant application requests approximately \$270,000 for ADA improvements along Colorado Street between California Street and Saliman Road and along California Street near Colorado Street. Improvements include replacing non-compliant curb ramps, substandard or hazardous sidewalks (includes some residential driveways), access improvements for pedestrian push buttons, adding missing sidewalk, and expanding roadway pavement in areas where curb and sidewalk are being added. No local match is required; however Transportation Infrastructure funding will be used to fund construction elements of the project that involve roadway construction, estimated at approximately \$150,000. This will strengthen the competitiveness of the grant application by primarily using CDBG funds for ADA improvements. Per CDBG Program grant guidelines, ADA improvements benefit individuals who are presumed to be primarily low- and moderate income persons. The Colorado Street corridor, including California Street, was identified by staff as a successful CDBG grant project for the following reasons:

- The immediate area includes a range of high and medium density residential uses
- The project will improve pedestrian connectivity to commercial land uses on both South Carson Street and Fairview Drive
- The ADA improvements will allow for future rehabilitation projects as the roadway is in poor condition
- California Street and Colorado Street service City bus routes

Applicable Statute, Code, Policy, Rule or Regulation

-N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: RTC fund, Capital Improvement Account / 2503035-507010 and Community Development Block Grant (CDBG) fund, Construction account / 2750620-507010.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, \$150,000 from FY 2021 Transportation Infrastructure funds will be transferred from the Transportation Infrastructure account to the Capital Improvements Account to fund roadway improvements needed as part of adding curb and gutter. The local match will improve grant application competitiveness, to complement the approximately \$270,000 in grant funds. The total estimated cost of the project is \$420,000.

Alternatives

-Do not approve pursuit of the grant and provide alternate direction to staff

Supporting Material

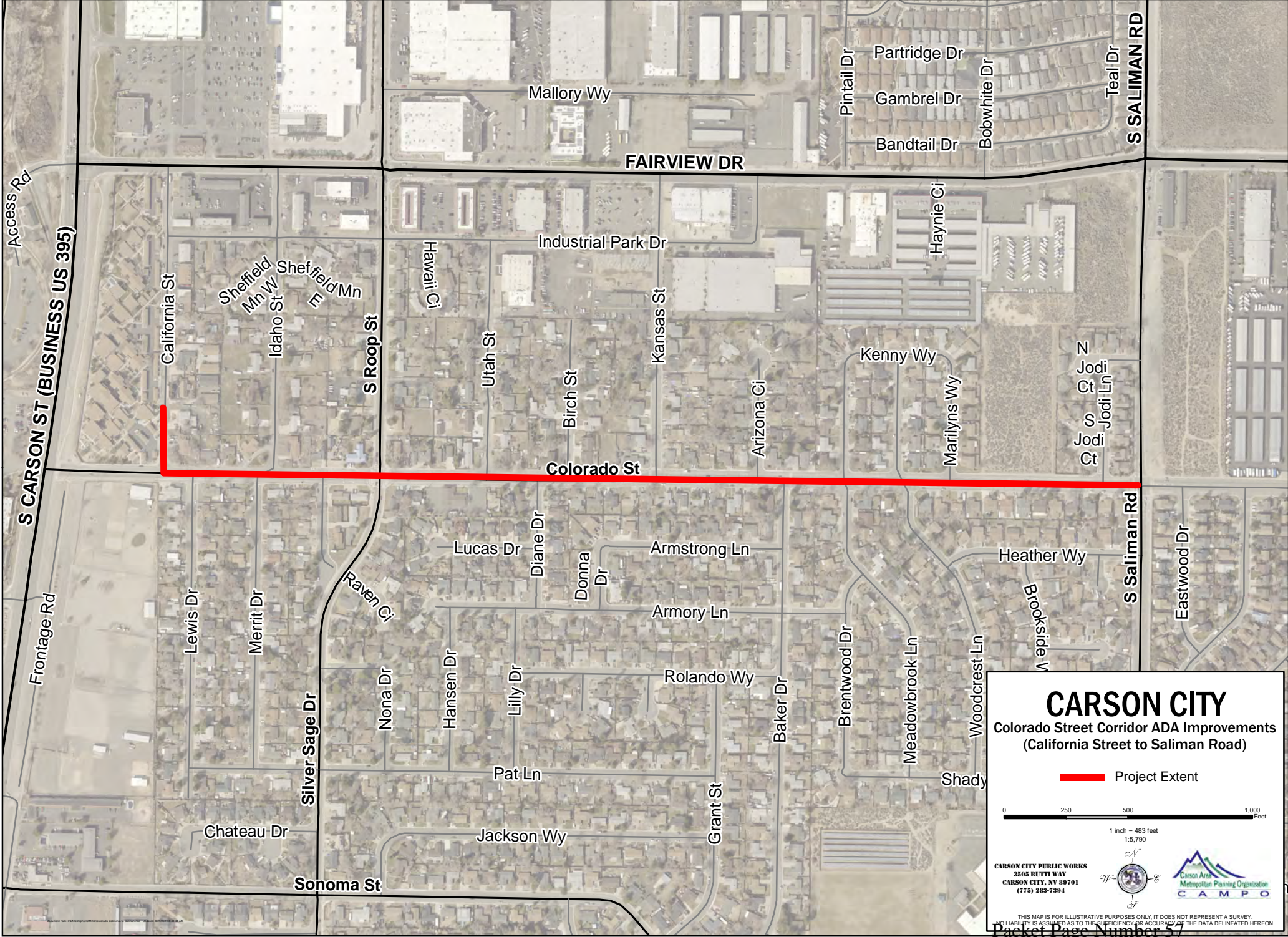
-Exhibit-1: Map of Project Area

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)




CARSON CITY
 Colorado Street Corridor ADA Improvements
 (California Street to Saliman Road)

Project Extent

0 250 500 1,000
 Feet

1 inch = 483 feet
 1:5,790

CARSON CITY PUBLIC WORKS
 2505 BUTTE WAY
 CARSON CITY, NV 89701
 (775) 283-7394



**Carson Area
 Metropolitan Planning Organization**
CAMPO

THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY.
 NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

Packet Page Number 57

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STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: September 11, 2019

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 19300050, Southwest Carson City Circulation Study, with Headway Transportation for a not to exceed amount of \$60,000, though September 12, 2020, to be funded from the Redevelopment Revolving Fund Account.

Staff Summary: The South Carson Complete Streets project and ongoing development throughout southwest Carson City together necessitate a comprehensive study to understand long-term circulation and access needs for parallel and adjacent side streets. The study implemented through this contract will take approximately nine months to complete.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the contract as presented.

Background/Issues & Analysis

Formerly a major state highway, traffic volumes along South Carson Street decreased by roughly 47% after the opening of the I-580 freeway extension in August 2017. Ownership and maintenance responsibilities of South Carson Street have subsequently been conveyed to Carson City in December 2018. Currently, Carson City is undertaking the South Carson Street Complete Streets Project – a 2.5 mile, \$20M+ project along South Carson Street from 5th Street to Roland Street. The South Carson Street Complete Streets Project includes improved business access, additional bicycle and pedestrian facilities, addition of fiber-optic cable and “smart city” improvements, a roundabout at South Carson Street and Stewart Street, stormwater improvements, decorative street lighting, and landscaping.

The construction and completion of the South Carson Street project combined with ongoing development throughout Carson City and regional growth present the need to comprehensively understand long-term circulation and access needs for parallel and adjacent side streets. Planning ahead for these future connections will be critical to ensuring realization of the full potential of prior and current transportation investments.

The primary purposes of the study are to:

- Create and illustrate alignment options, opportunities, and constraints for the realignment of Snyder Avenue to Appion Way and signalization of the new four-way intersection with S. Carson Street
- Identify improvements on S. Curry Street and Silver Sage Drive for improved overall circulation and high-quality parallel routes to S. Carson Street, including related cross streets
- Identify other long-term transportation improvements in the study area that support business access and revitalization goals

The scope of the contract includes three tasks, as detailed within Exhibit-1, draft contract, of this staff report. These tasks include: (1) Snyder Avenue Realignment Alternatives Analysis; (2) Operations Review of S. Curry Street & Silver Sage Drive; and, (3) Business Access & revitalization Recommendations.

If approved, the project will be initiated and completed within approximately nine months.

Applicable Statute, Code, Policy, Rule or Regulation

-NRS 332.115

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Redevelopment Revolving Fund / 6037510-500309

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

This project was budgeted for FY 2020 at \$80,000. The proposed action is to authorize an amount not to exceed \$60,000 for completion of the project leaving additional funding for use on other projects.

Alternatives

-Do not approve the contract and provide alternate direction to staff.

Supporting Material

-Exhibit-1: Contract No. 19300050 Southwest Carson City Circulation Study

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

THIS CONTRACT made and entered into this _____ day of _____, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Headway Transportation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve __) (does not involve X) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT'S compensation under this agreement (does __) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 19300050** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
PL expires _____
WC expires _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

(b) An additional accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, 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.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from September 12, 2019, subject to Regional Transportation Commission approval (anticipated to be September 11, 2019) to September 12, 2020, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic 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 specified below.

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4.2 Notice to **CONSULTANT** shall be addressed to:

Loren Chilson, Principal
Headway Transportation
5482 Longley Lane, Suite B
Reno, NV 89511
775-322-4300
lchilson@headwaytransportation.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty Thousand Dollars and 00/100 (\$60,000.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Transportation Manager, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a

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reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

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7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on

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the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract 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 limitation, 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 this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 below, the indemnifying party shall not be

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obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance

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policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 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)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees 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 Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
 - 13.21.1 *Minimum Limit required:*
 - 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
 - 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
 - 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
 - 13.22.1 *Minimum Limit required:*
 - 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
 - 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
 - 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
 - 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
 - 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees 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 Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract 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.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this

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Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin,

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Regional Transportation Commission and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson Area Metropolitan Planning Organization. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Finance Department
Attn: Carol Akers, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Account: 6037510 500309

By: _____

Dated _____

PROJECT CONTACT PERSON:

Lucia Maloney, Transportation Manager
Telephone: 775-283-7396

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Loren Chilson

TITLE: Principal

FIRM: Headway Transportation

CARSON CITY BUSINESS LICENSE #: 19-00028410

Address: 5482 Longley Lane, Suite B

City: Carson City **State:** NV **Zip Code:** 89511

Telephone: 775-322-4300

E-mail Address: lochilson@headwaytransportation.com

(Signature of Consultant)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20____.

(Signature of Notary)

(Notary Stamp)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 19300050

Title: Southwest Carson City Circulation Study

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of September 11, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300050**. Further, authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

Brad Bonkowski, CHAIRPERSON

DATED this 11th day of September 2019.

ATTEST:

Aubrey Rowlatt, CLERK-RECORDER

DATED this 11th day of September 2019.



August 22, 2019

Lucia Maloney
Transportation Manager
Carson City
Public Works Department
3505 Butti Way
Carson City, NV 89701

Proposal for Southwest Carson City Circulation Study

Dear Ms. Maloney,

The following proposal presents an approach for Carson City to improve overall traffic circulation, enhance redevelopment, and encourage business activity in the southwest portion of Carson City through planning of key roadway connections and intersection improvements that improve business access and travel time.

The primary purposes of this study are to:

- Create and illustrate alignment options, opportunities, and constraints for the realignment of Snyder Avenue to Appion Way and signalization of the new four-way intersection with S. Carson Street
- Identify improvements on S. Curry Street and Silver Sage Drive for improved overall circulation and high-quality parallel routes to S. Carson Street, including related cross streets
- Identify other long-term transportation improvements in the study area that support business access and revitalization goals

Headway Transportation has prepared this scope of work based on our in-depth knowledge of the project area, our completion of the Traffic Evaluation for S. Carson Street, and other prior transportation studies in the immediate area.

Task 1 – Snyder Avenue Realignment Alternatives Analysis

Our study/work items under this task will include:

- Develop up to five (5) different conceptual layouts (approximately 10% design level) for the realignment of Snyder Avenue to S. Carson St at a location that can be signalized. The study area is shown in *Exhibit 1*.
- Consider existing parcel boundaries, ownership, and existing access that would be affected by the realignment concepts
- Identify how the existing local street intersections with Snyder Avenue east of S. Carson Street (Oak, California, Roland, Frontage Road, etc.) would be reconfigured with each alternative

HEADWAY TRANSPORTATION, LLC
5482 Longley Lane, Suite B, Reno, Nevada 89511
775.322.4300
www.HeadwayTransportation.com

- Determine the traffic volumes that will be re-routed and predict the resulting volumes at the Appion, Overland, and Clearview intersections with S. Carson Street
- Identify pros, cons, relative costs between the options, and potential fatal flaws in the concepts
- Present the options to Carson City staff for review, discussion, and refinement
- Provide concept exhibits for up to five (5) refined alternatives
- Provide a comparison matrix or summary of pros/cons for the alternatives
- Present the options at one public meeting for stakeholder and community input
- Assist Carson City staff in presenting the options to the RAC, Board of Supervisors, and/or RTC Board, as appropriate for selection of a preferred alternative
- Provide a Draft Report documenting the alternatives analysis, study findings, public input, Board decisions, and the preferred alternative
- Incorporate up to two rounds of City comments and issue a Final Report



Exhibit 1 – Snyder Avenue Realignment Study Area



Task 2 – Operations Review of S. Curry Street & Silver Sage Drive

Our study/work items under this task will include:

- Evaluate traffic operations at major intersections on Silver Sage Drive and S. Roop Street between Snyder Avenue and E. 5th Street and make recommendations to improve circulation and enhance the route as an alternative to S. Carson Street
- Evaluate traffic operations at major intersections on Cochise Street and S. Curry St between Roland Street and S. Stewart Street and make recommendations to improve circulation and enhance the route as an alternative to S. Carson Street
- Document the existing intersection controls on both corridors in figures
- Conduct AM & PM peak hour traffic counts at up to 10 intersections (locations to be determined after field review of both corridors listed above and potential constraints or focus issues are identified)
- Forecast future traffic volumes (2040) on the two study corridors
- Perform level of service analysis for up to 10 intersections for existing and future (2040) traffic volumes
- Make general recommendations for the Cochise, Curry, Silver Sage, and Roop Street study area shown in *Exhibit 2*.
- Provide a Draft Report documenting the study findings and recommendations
- Incorporate up to two rounds of City comments and issue a Final Report

Task 3 – Business Access & Revitalization Recommendations

Our study/work items under this task will include:

- Make general recommendations to improve access for all travel modes in the study area
- Discuss the potential need for and appropriateness of a traffic signal at the Rhodes Street/S. Carson Street intersection in association with future development
- Discuss proportionate share contribution as a mechanism to partially fund new investments in the corridors
- Identify other long-term transportation improvements in the study area that support business access and revitalization goals (signal coordination, multi-modal features, transit enhancements, streetscape, etc.)
- Provide a memorandum report outlining the findings and recommendations, or wrap the recommendations of this task into the report for Task 2 or one overall project report



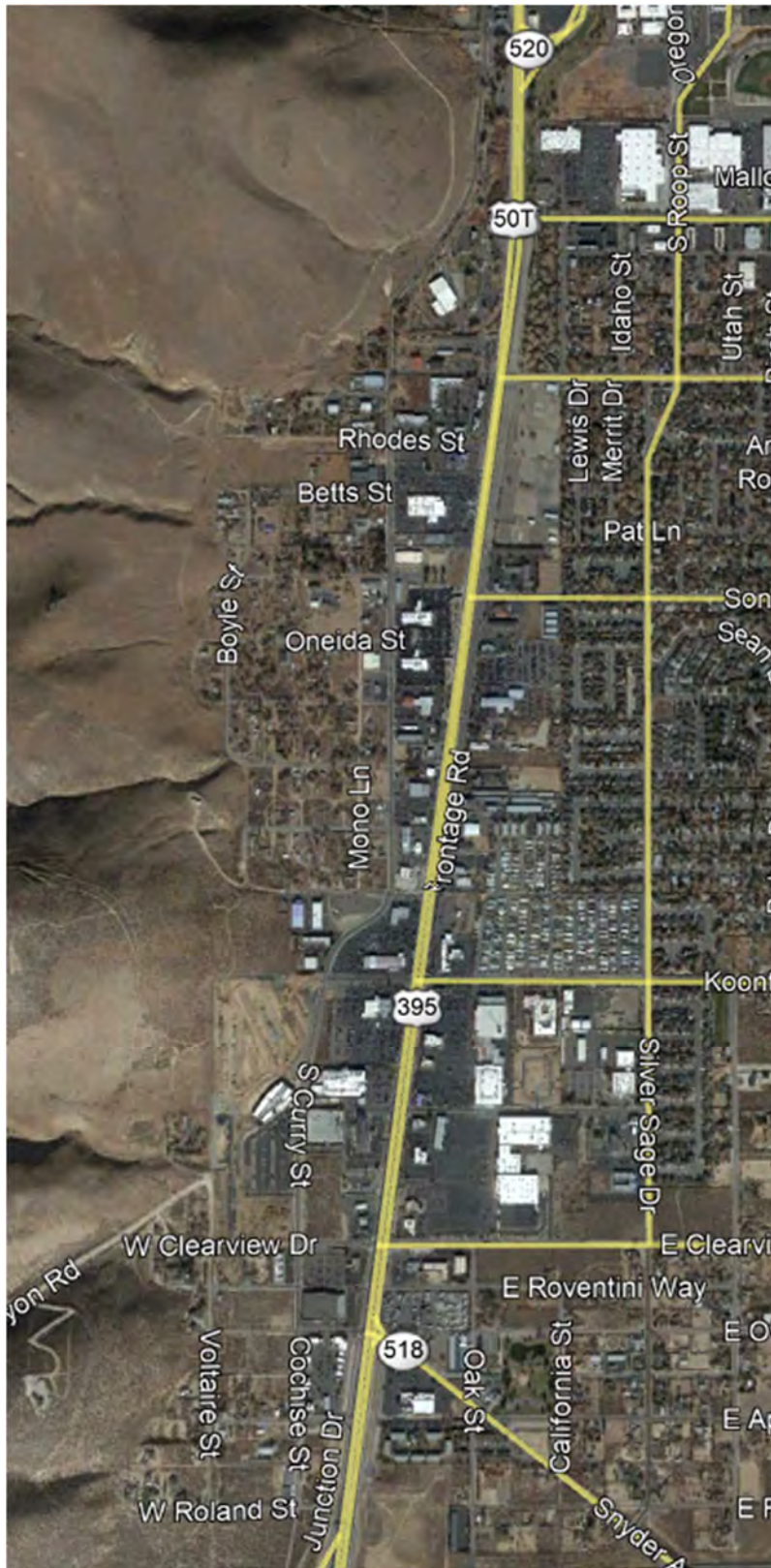


Exhibit 2 – Cochise, Curry, Silver Sage, & Roop Study Area



BUDGET

We will perform Tasks 1 through 3 of the above Scope of Work on a time-and-materials basis for a fee not-to-exceed **\$60,000**. The scope of work is intended to be flexible to best meet the City's needs, but is specifically limited to three-hundred sixty (360) professional staff hours. All work will be billed per our attached Standard Billing Rates.

SCHEDULE

We can complete Tasks 1 through 3 within approximately six to nine months of receiving written authorization to proceed. Note that the schedule will be driven in large part by City review time and input regarding the concepts, scheduling of a public meeting, and Board meetings and feedback received. We suggest the contract duration extend 12 months from the date of authorization to allow flexibility.

A preliminary schedule is attached.

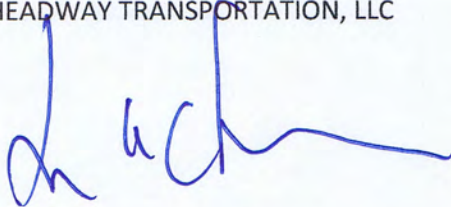
CONTRACT TERMS

We understand this work will be performed under the terms of a Carson City standard Professional Services Agreement. We hereby reserve to right to review those terms prior to finalizing the agreement.

We sincerely appreciate this opportunity to assist you with this project and look forward to working with your team. Please do not hesitate to contact me at 775.322.4300 with any questions or concerns.

Sincerely,

HEADWAY TRANSPORTATION, LLC



Loren E. Chilson, PE
Principal

Attachments: Standard Billing Rates
Preliminary Schedule





2019 STANDARD BILLING RATES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$220
Senior Associate II	\$190
Senior Associate I	\$180
Associate II	\$170
Associate	\$160
Senior Engineer / Planner II	\$150
Senior Engineer / Planner	\$140
Engineer / Planner II	\$130
Engineer / Planner	\$120
Technician	\$100
Administrative Assistant	\$80

Auto Mileage @ current IRS rate

Other Direct Costs @ cost plus 10%

In-House Reproduction and Printing:

8 ½ x 11 Black and White	10 cents/page
8 ½ x 11 Color	30 cents/page
11 x 17 Black and White	20 cents/page
11 x 17 Color	60 cents/page

Effective January 1, 2019

Southwest Carson City Circulation Study

26-Jul-19

PROJECT SCHEDULE

ACTIVITY	2019				2020								
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Project Management	NTP												
Develop Snyder Realignment Concepts		CR		CR		CR		CR					
Public Meeting - Snyder Realignment Alternatives					PM								
Board Meetings - Snyder Realignment Alternatives							BH						
Snyder Realignment Report								1	CR	2			
Data Collection & Corridor Reviews													
Traffic Forecasting & Operations Analysis			CR										
Curry & Silver Sage Corridor Recommendations					CR								
Curry & Silver Sage Report								1	CR	2			
Business Access & Revitalization Recommendations					CR			1	CR	2			

Deliverables

- 1. Draft Report
- 2. Final Report

NTP = Notice to Proceed

CR = City Review

PM = Public Meeting

BH = Board Hearings

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STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: September 11, 2019

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding a recommendation to the Board of Supervisors to implement a diesel fuel tax.

Staff Summary: Senate Bill 48 (SB48) authorizes boards of county commissioners in counties with populations less than 100,000 to impose an additional one to five cent per gallon tax on diesel fuel. The tax may be imposed by an ordinance adopted by a two-thirds majority of the board of county commissioners, or by a majority of the registered voters in the county who vote on a ballot question concerning the imposition of the tax. If implemented, the RTC fund will receive approximately \$400,000 in additional annual revenue. Through this agenda item, the RTC may recommend to the Board of Supervisors whether to adopt the tax and the amount of the tax, and whether to proceed by ordinance or by ballot question.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to recommend to the Board of Supervisors that a ____ cent diesel fuel tax be [(adopted by ordinance) or (presented to the voters as a ballot question)].

Background/Issues & Analysis

Counties with populations less than 100,000 currently receive no revenue from existing diesel taxes collected at the pump. This is in contrast to gasoline. All counties are enabled to impose a nine-cent tax on regular gasoline that goes to road maintenance. However, rural counties are responsible for maintaining the majority of roads in their counties and revenues from gasoline taxes alone are not enough to repair many already failing roads. Road maintenance needs in some rural counties are so great that public safety is impacted.

The table below shows fuel tax revenue for fuel sold in Carson City, and where that revenue is distributed.

Distribution of Fuel Revenue per Gallon Sold in Carson City		
	Gasoline	Diesel
FEDERAL	\$0.1840	\$0.2440
STATE	\$0.1879	\$0.2775
CARSON CITY	\$0.1502*	\$0.0000
TOTAL	\$0.5221	\$0.5215

*2% retained by State of Nevada for administration prior to distribution to Carson City

SB48, sponsored by the Nevada Association of Counties (NACO), was drafted to help bridge the road maintenance funding gap by enabling rural boards of county commissioners to vote to impose a tax on diesel fuel up to five cents per gallon, or ask voters to approve such a tax. Any diesel tax approved by a county would be distributed proportionally between cities and the county. Also, a portion of the new revenue collected would go to provide much needed parking for commercial trucks, so that drivers can rest in safe and designated areas.

NACO estimated the annual net proceeds by county based on FY17-18 diesel gallons sold. These estimates are shown in the table below. Carson City’s annual budget for roads is approximately \$4-million with an annual estimated funding deficit of \$15-million. While this tax would not fill the full funding gap, it would represent a roughly 10% increase in the City’s funding for roads and would serve as a critical addition to our budgets.

NACO SB 48 - 5 Cent Diesel Tax Generation in Rural Counties.					
Diesel Tax would be split between rural local governments based on the existing RTC Gas Tax Distribution.					
COUNTY	FY 17-18 CLEAR DIESEL GALLONS SOLD	PROPOSED 1 CENT DIESEL TAX GENERATES	PROPOSED 5 CENT DIESEL TAX GENERATES	LESS: IFTA/TRUCK PARKING	ANNUAL NET PROCEEDS
CARSON CITY	\$7,889,062	\$78,891	\$394,453		\$394,453
CHURCHILL	\$5,982,390	\$59,824	\$299,120		\$299,120
DOUGLAS	\$5,738,089	\$57,381	\$286,904		\$286,904
ELKO	\$42,288,840	\$422,888	\$2,114,442	\$211,444	\$1,902,998
ESMERALDA	\$76,504	\$765	\$3,825		\$3,825
EUREKA	\$955,619	\$9,556	\$47,781		\$47,781
HUMBOLDT	\$21,794,699	\$217,947	\$1,089,735	\$108,973	\$980,761
LANDER	\$4,676,736	\$46,767	\$233,837		\$233,837
LINCOLN	\$1,341,978	\$13,420	\$67,099		\$67,099
LYON	\$51,941,430	\$519,414	\$2,597,072	\$259,707	\$2,337,364
MINERAL	\$2,131,178	\$21,312	\$106,559		\$106,559
NYE	\$8,293,617	\$82,936	\$414,681		\$414,681
PERSHING	\$12,076,885	\$120,769	\$603,844	\$60,384	\$543,460
STOREY	\$5,492,079	\$54,921	\$274,604		\$274,604
WHITE PINE	\$8,100,752	\$81,008	\$405,038	-	\$405,038
RURAL TOTAL	\$178,779,858	\$1,787,799	\$8,938,993	\$640,509	\$8,298,484

Applicable Statute, Code, Policy, Rule or Regulation

- NRS Chapter 373
- NRS Chapter 225
- Senate Bill 48, 80th (2019) Session

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Is it currently budgeted? Yes No

Action to make a recommendation does not incur a fiscal impact; however, should the diesel fuel tax be implemented, the RTC fund is estimated to increase by approximately \$400,000 annually.

Alternatives

-Do not make a recommendation to the Board of Supervisors and provide alternate direction to staff.

Supporting Material

- Exhibit-1: Senate Bill 48 from the 80th (2019) Session of the Nevada Legislature
- Exhibit-2: Nevada Association of Counties, SB48 White Paper

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

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Senate Bill No. 48—Committee on Revenue
and Economic Development

CHAPTER.....

AN ACT relating to taxation; authorizing boards of county commissioners in certain smaller counties to impose an additional tax on diesel fuel; authorizing persons who use diesel fuel in motor vehicles operated or intended to operate interstate to request and obtain reimbursement for the tax paid on diesel fuel consumed outside this State under certain circumstances; enacting provisions governing the distribution of the portion of the proceeds of the tax on diesel fuel reserved by the Department of Motor Vehicles to pay reimbursement for the tax; revising provisions governing the projects for which certain smaller counties may use the proceeds of an additional tax on diesel fuel; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law authorizes counties to impose taxes on motor vehicle fuel. (Chapter 373 of NRS) Under existing law, the board of county commissioners of a county whose population is 100,000 or more (currently Clark and Washoe Counties) is authorized, under certain circumstances, to impose county taxes on motor vehicle fuel and various special fuels used in motor vehicles. (NRS 373.030, 373.066, 373.0663) However, the board of county commissioners of a county whose population is less than 100,000 (currently all counties other than Clark and Washoe Counties) is authorized to impose county taxes on motor vehicle fuel and is not authorized to impose county taxes on special fuel. (NRS 373.030, 373.065) **Section 3** of this bill authorizes the board of county commissioners of a county whose population is less than 100,000 to impose a tax on special fuel that consists of diesel fuel sold in the county in an amount not to exceed 5 cents per gallon. Under **section 3**, an ordinance imposing such a tax must be adopted by a two-thirds majority of the board of county commissioners or by a majority of the registered voters in the county who vote on a question concerning the imposition of the tax which is submitted to the voters at a general election. In addition, under **section 3**, if the tax is imposed in a county, certain sales or uses of diesel fuel which are exempt from the taxes imposed on diesel fuel under existing law, including, without limitation, sales or uses of diesel fuel to which dye has been added in accordance with existing federal and state law, are exempt from the tax imposed pursuant to **section 3**. **Sections 9-14** of this bill provide a tax imposed pursuant to **section 3** would be administered, allocated, disbursed and used in the same manner as the existing county tax imposed on motor vehicle fuel.

Section 5 of this bill includes highway truck parking, as defined in **section 2** of this bill, as a project for which a county whose population is less than 100,000 is authorized to use the proceeds of the county taxes on motor vehicle fuel and diesel fuel. **Section 4** of this bill makes a conforming change related to the definition of “highway truck parking” established by **section 2** of this bill.

The Department of Motor Vehicles is a party to the International Fuel Tax Agreement, a multistate agreement which facilitates the calculation and collection of certain fuel taxes from interstate trucking companies and others who use special



fuel (primarily diesel fuel) in vehicles operated or intended to operate interstate. (NRS 366.175) Existing law: (1) authorizes certain special fuel users to file with the Department a request for reimbursement of amounts owed to the special fuel user as a result of the Department's entering into the International Fuel Tax Agreement and the imposition of a tax on special fuels consumed outside this State; and (2) requires the Department to adopt regulations establishing a system to provide for the reimbursement of a person who files such a request. (NRS 373.083) **Section 7** of this bill authorizes a person who pays a tax imposed pursuant to **section 3** in a county in which the total number of gallons of diesel fuel sold in the county in the immediately preceding fiscal year is 10,000,000 gallons or more to file such a request and obtain from the Department a reimbursement of the tax on diesel fuel which is consumed outside this State. **Section 8** of this bill makes a conforming change related to such reimbursements.

Under existing regulations, for the purpose of paying reimbursements to special fuel users who file requests for reimbursement with the Department, the Department establishes a trust account for a county for which reimbursements are paid and deposits 20 percent of the amount of taxes collected for the county in that trust account. Money in the trust account of a county must be used to pay requests for reimbursement of the tax imposed in the county which are approved by the Department, and any money remaining in the trust account after the payment of such reimbursements, including all accrued interest, must be distributed to the county for which the trust account was created. (NAC 373.160) **Section 7** requires the Department to use this system to reimburse a person who pays a tax imposed pursuant to **section 3** in a county in which the total number of gallons of diesel fuel sold in the county in the immediately preceding fiscal year is 10,000,000 gallons or more. **Section 7** also provides that under certain circumstances, a portion of the money in the trust account for such a county may be distributed to the Department of Transportation for use to construct, maintain or repair, or any combination thereof, highway truck parking, as defined in **section 2**, in the county. **Section 6** of this bill makes a conforming change.

Existing law requires the regional transportation commission in a county whose population is less than 100,000 to submit an annual report to the Department of Motor Vehicles showing for the fiscal year the amount of receipts from county motor vehicle fuel taxes and the nature of the expenditures for each project. (NRS 277A.360) **Section 15** of this bill requires this annual report to show the amount of receipts from any tax imposed pursuant to **section 3**.

Section 16 of this bill provides that the authority to impose any tax pursuant to **section 3** and the other provisions of this bill becomes effective on July 1, 2019. However under **section 3**, an ordinance imposing the tax authorized by that section may not become effective earlier than January 1, 2020.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

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

Section 1. Chapter 373 of NRS is hereby amended by adding thereto the provisions set forth as sections 1.5, 2 and 3 of this act.

Sec. 1.5. *“Diesel fuel” means any petroleum-based fuel meeting the ASTM D975 standards. The term includes, without*



limitation, diesel, biodiesel, as defined in NRS 366.022, biodiesel blend, as defined in NRS 366.023, biomass-based diesel, as defined in NRS 366.0235, biomass-based diesel blend, as defined in NRS 366.024, and kerosene blended with diesel.

Sec. 2. "Highway truck parking" means a parking area with easy access to or from a highway which is designated for a truck having a gross weight of more than 10,000 pounds, in the course of the operation of the truck or during periods of mandated rest for the operator of the truck.

Sec. 3. 1. In a county whose population is less than 100,000 and for all or part of which a streets and highways plan has been adopted as a part of the master plan by the county or regional planning commission pursuant to NRS 278.150, the board may by ordinance impose a tax on special fuel that consists of diesel fuel sold in the county in an amount not to exceed 5 cents per gallon.

2. A board may not adopt an ordinance authorized by this section unless:

(a) The ordinance is approved by at least a two-thirds majority of the members of the board; or

(b) A question concerning the imposition of the tax pursuant to this section is first approved by a majority of the registered voters of the county voting upon the question, which the board may submit to the voters at any general election. The Committee on Local Government Finance shall annually provide to each city clerk, county clerk and district attorney in a county whose population is less than 100,000 forms for submitting a question to the registered voters of a county pursuant to this paragraph. Any question submitted to the registered voters of a county pursuant to this paragraph must be in the form most recently provided by the Committee on Local Government Finance.

3. A tax imposed pursuant to this section is in addition to other special fuel taxes imposed pursuant to the provisions of chapters 366 and 445C of NRS.

4. If an ordinance adopted pursuant to this section imposes the tax in an amount that is less than 5 cents per gallon, any increase in the amount of the tax must be approved in the manner set forth in subsection 2. Any such increase must not cause the amount of the tax authorized by this section to exceed 5 cents per gallon.

5. Except as otherwise provided in this subsection, any ordinance enacted pursuant to this section must provide that the tax authorized by this section, or any change in the amount of the



tax, will become effective on the first day of the second calendar month following enactment of the ordinance imposing, or changing the amount of, the tax. An ordinance adopted pursuant to this section to impose the tax authorized by this section may not become effective earlier than January 1, 2020.

6. Any tax imposed pursuant to the provisions of this section does not apply to any sales or uses described in NRS 366.200, except to any sales or uses described in subsection 1 of that section of any diesel fuel to which dye has not been added pursuant to federal law or the law of this State, of a type which is lawfully sold in this State both:

(a) As diesel fuel to which dye has been added pursuant to such law; and

(b) As diesel fuel to which dye has not been added pursuant to such law.

Sec. 4. NRS 373.020 is hereby amended to read as follows:

373.020 As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 373.0205 to 373.029, inclusive, *and sections 1.5 and 2 of this act* have the meanings ascribed to them in those sections.

Sec. 5. NRS 373.028 is hereby amended to read as follows:

373.028 “Project” means:

1. In a county whose population is 100,000 or more, street and highway construction, including, without limitation, the acquisition and improvement of any street, avenue, boulevard, alley, highway or other public right-of-way used for any vehicular traffic, and including a sidewalk designed primarily for use by pedestrians, and also, including, without limitation, grades, regrades, gravel, oiling, surfacing, macadamizing, paving, crosswalks, sidewalks, pedestrian rights-of-way, driveway approaches, curb cuts, curbs, gutters, culverts, catch basins, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, sprinkling facilities, artificial lights and lighting equipment, parkways, grade separators, traffic separators, and traffic control equipment, and all appurtenances and incidentals, or any combination thereof, including, without limitation, the acquisition and improvement of all types of property therefor.

2. In a county whose population is less than 100,000, street and highway construction, maintenance or repair, or any combination thereof, including, without limitation, the acquisition, maintenance, repair and improvement of *highway truck parking or* any street, avenue, boulevard, alley, highway or other public right-of-way used for any vehicular traffic, and including a sidewalk designed



primarily for use by pedestrians, and also, including, without limitation, grades, regrades, gravel, oiling, surfacing, macadamizing, paving, crosswalks, sidewalks, pedestrian rights-of-way, driveway approaches, curb cuts, curbs, gutters, culverts, catch basins, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, sprinkling facilities, artificial lights and lighting equipment, parkways, grade separators, traffic separators, and traffic control equipment, and all appurtenances and incidentals, or any combination thereof, including, without limitation, the acquisition, maintenance, repair and improvement of all types of property therefor.

Sec. 6. NRS 373.080 is hereby amended to read as follows:

373.080 ~~At~~ *Except as otherwise provided in NRS 373.083, all* fuel taxes collected during any month by the Department pursuant to a contract with a county must be transmitted each month by the Department to the county and the Department shall, in accordance with the terms of the contract, charge the county for the Department's services specified in this section and in NRS 373.070, except that in the case of a fuel tax imposed pursuant to NRS 373.065, 373.066 ~~or~~, 373.0663 ~~or~~ *or section 3 of this act*, the charge must not exceed 1 percent of the tax collected by the Department.

Sec. 7. NRS 373.083 is hereby amended to read as follows:

373.083 1. A person who uses special fuel in a motor vehicle operated or intended to operate interstate and who pays any tax imposed on ~~special~~ :

(a) *Special* fuels pursuant to NRS 373.066 or 373.0663 ~~may~~ ;
or

(b) *Special fuel that consists of diesel fuel pursuant to section 3 of this act in a county in which the total number of gallons of diesel fuel sold in the county during the immediately preceding fiscal year, as determined by the Department, is 10,000,000 gallons or more,*

↳ *may* file with the Department a request for reimbursement of any amounts owed to the person as a result of the Department entering into an agreement pursuant to NRS 366.175 and the imposition, pursuant to NRS 373.066 or 373.0663 ~~or~~ *or section 3 of this act*, of any tax on special fuels which are consumed outside this State.

2. The Department shall adopt regulations establishing a system to provide for the reimbursement and the auditing of the records of a person who files a request for reimbursement pursuant to subsection 1. The system established by the Department:



(a) Must authorize a person who uses special fuel in motor vehicles operated or intended to operate interstate to file a request for reimbursement as provided in subsection 1;

(b) Must provide that the Department will determine the eligibility for reimbursement of a person who files a request for reimbursement pursuant to subsection 1 before the Department will authorize the reimbursement;

(c) Must provide that any reimbursement authorized by the Department be paid from only money received by a county pursuant to any tax imposed on special fuels pursuant to NRS 373.066 or 373.0663 ~~†~~ *or section 3 of this act*;

(d) Must provide that the total amount of money which must be paid by any county in any fiscal year to reimburse any amounts owed to persons who use special fuel in motor vehicles operated or intended to operate interstate must not exceed 20 percent of the total amount of money collected by that county from any tax imposed on special fuels pursuant to NRS 373.066 or 373.0663 ~~†~~ *or section 3 of this act*; and

(e) Must not apply to any tax imposed pursuant to NRS 373.066 during the term of any bonds outstanding on June 12, 2013, secured by those taxes or of any bonds that refund such bonds provided that the term of the refunding bonds is not longer than the term of the refunded bonds.

3. The Department shall charge and collect a fee in an amount not to exceed \$100 for each request for reimbursement filed by a person pursuant to subsection 1. All money from the fees collected by the Department pursuant to this subsection must be deposited in the Local Fuel Tax ~~Indexing~~ Fund created by NRS 373.087.

4. The Department and a commission which has been created in a county whose population is 700,000 or more and in which a tax is imposed pursuant to NRS 373.0663 may enter into an intergovernmental agreement or contract pursuant to which:

(a) The commission agrees to pay for the costs incurred by the Department to establish the system pursuant to subsection 2 and administer the system until the amount of money received by the Department from the fees collected by the Department pursuant to subsection 3 is sufficient to pay the costs incurred by the Department to administer the system; and

(b) The Department agrees to reimburse the commission for any money paid by the commission pursuant to paragraph (a) from a portion of the money received by the Department from the fees collected by the Department pursuant to subsection 3.



5. *For each county in which a tax is imposed pursuant to section 3 of this act and in which the total number of gallons of diesel fuel sold in the county during the immediately preceding fiscal year, as determined by the Department, is 10,000,000 gallons or more, the Department shall use the system established by the regulations adopted pursuant to subsection 2 to pay requests for reimbursement of the tax imposed in the county pursuant to section 3 of this act which are filed with the Department pursuant to paragraph (b) of subsection 1. The Department shall, at the end of each fiscal year, distribute the remaining balance of any money retained by the Department to pay requests for reimbursement of the tax imposed in a county described in this subsection which are filed with the Department pursuant to paragraph (b) of subsection 1 and are approved by the Department, including the amount of any accrued interest, to the county and provide the county with an accounting of the total amount of the tax imposed pursuant to section 3 of this act which was collected for the county during the fiscal year, the amount of money retained by the Department to pay requests for reimbursement filed with the Department pursuant to paragraph (b) of subsection 1, the amount of interest accrued on such money retained by the Department and the amount of reimbursements of the tax paid. Using the accounting provided by the Department, the county shall, within 45 days after receiving the accounting and the distribution of money from the Department:*

(a) Deposit in the regional street and highway fund in the county treasury an amount equal to:

(1) Fifty percent of the total amount of money retained by the Department to pay requests for reimbursement filed with the Department pursuant to paragraph (b) of subsection 1 during the fiscal year, plus any accrued interest; or

(2) The entire amount of money distributed to the county pursuant to this paragraph, if that amount is less than 50 percent of the total amount of money retained by the Department to pay requests for reimbursement filed with the Department pursuant to paragraph (b) of subsection 1 during the fiscal year.

(b) Transmit to the Department of Transportation the remaining amount of the distribution received from the Department of Motor Vehicles after making the deposit required by paragraph (a), which amount must be used by the Department of Transportation only to construct, maintain or repair, or any combination thereof, highway truck parking in the county.



6. As used in this section, “special fuel” has the meaning ascribed to it in NRS 366.060.

Sec. 8. NRS 373.087 is hereby amended to read as follows:

373.087 1. The Local Fuel Tax ~~Indexing~~ Fund is hereby created as an enterprise fund. The Department shall deposit in the Fund all fees collected by the Department pursuant to subsection 3 of NRS 373.083. The Director of the Department shall administer the Fund.

2. Money in the Fund must be invested as the money in other state funds is invested. The interest and income earned on the money in the Fund, after deducting any applicable charges, must be credited to the Fund. Claims against the Fund must be paid as other claims against the State are paid.

3. Money deposited in the Fund must only be expended:

(a) To administer the system established by the Department pursuant to NRS 373.083; and

(b) To reimburse a commission for any amounts paid by the commission pursuant to an intergovernmental agreement or contract entered into pursuant to subsection 4 of NRS 373.083.

4. The Director may maintain a reserve of not more than \$500,000 in the Fund. The reserve must be accounted for separately in the Fund and must only be expended to administer the system established by the Department pursuant to NRS 373.083.

5. Any balance remaining in the Fund at the end of any fiscal year:

(a) Does not revert to the State General Fund; and

(b) Must be carried forward to the next fiscal year.

Sec. 9. NRS 373.110 is hereby amended to read as follows:

373.110 All the net proceeds of any county fuel tax:

1. Imposed pursuant to the provisions of NRS 373.030, paragraph (d) of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 or paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 *or section 3 of this act* which are received by the county pursuant to NRS 373.080 must, except as otherwise provided in NRS 373.0675 and 373.119, be deposited by the county treasurer in a fund to be known as the regional street and highway fund in the county treasury, and disbursed only in accordance with the provisions of this chapter and chapter 277A of NRS. After July 1, 1975, the regional street and highway fund must be accounted for as a separate fund and not as a part of any other fund.

2. Imposed pursuant to the provisions of paragraph (a), (b) or (c) of subsection 1 of NRS 373.065, paragraph (a), (b) or (c) of



subsection 1 of NRS 373.066 or paragraph (a), (b) or (c) of subsection 1 of NRS 373.0663 which are received by the county pursuant to NRS 373.080 must be allocated, disbursed and used as provided in the ordinance imposing the tax.

Sec. 10. NRS 373.119 is hereby amended to read as follows:

373.119 1. Except to the extent pledged before July 1, 1985, and except as otherwise provided in NRS 373.0675, the board may use that portion of the revenue collected pursuant to the provisions of this chapter from any taxes imposed pursuant to the provisions of NRS 373.030, paragraph (d) of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 or paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 *or section 3 of this act* that represents collections from the sale of fuel for use in boats at marinas in the county to make capital improvements or to conduct programs to encourage safety in boating. If the county does not control a body of water, where an improvement or program is appropriate, the board may contract with an appropriate person or governmental organization for the improvement or program.

2. Each marina shall report monthly to the Department the number of gallons of motor vehicle fuel sold for use in boats. The report must be made on or before the 25th day of each month for sales during the preceding month.

Sec. 11. NRS 373.120 is hereby amended to read as follows:

373.120 1. No county fuel tax ordinance may be repealed or amended or otherwise directly or indirectly modified in such a manner as to impair adversely any outstanding bonds issued under this chapter or other obligations incurred under this chapter, until all obligations for which revenues from such ordinance have been pledged or otherwise made payable from such revenues pursuant to this chapter have been discharged in full, but the board, with the approval of the governing body of each participating city, may at any time dissolve the commission and provide that no further obligations may be incurred thereafter.

2. The faith of the State of Nevada is hereby pledged that this chapter, NRS 365.180 to 365.200, inclusive, and 365.562, and any law supplemental thereto, including without limitation, provisions for the distribution to any county designated in NRS 373.030, 373.065, 373.066 or 373.0663, *or section 3 of this act*, of the proceeds of the fuel taxes collected thereunder will not be repealed, amended or otherwise directly or indirectly modified in such a manner as to impair adversely any outstanding bonds issued under this chapter or other obligations incurred under this chapter, until all



obligations for which any such tax proceeds have been pledged or otherwise made payable from such tax proceeds pursuant to this chapter have been discharged in full, but the State of Nevada may at any time provide by act that no further obligations may be incurred thereafter.

3. Except as otherwise provided in subsection 4, any continuing increases in any taxes imposed pursuant to NRS 373.0663 must not be pledged beyond June 30 of the fiscal year that is 5 full fiscal years after bonds or other obligations secured by the taxes imposed pursuant to NRS 373.0663 are issued or incurred, but the taxes imposed pursuant to NRS 373.0663 that are in effect on that June 30 must continue to be pledged to those bonds or other obligations until they are paid in full.

4. At any time after bonds are issued or other obligations incurred with a pledge of the taxes imposed pursuant to NRS 373.0663, the board may, except as otherwise provided in subsection 5 of NRS 373.0663, by ordinance:

(a) Continue the pledge of the increase in taxes imposed pursuant to NRS 373.0663 beyond June 30 of the fiscal year that is 5 full fiscal years after bonds or other obligations secured by the taxes imposed pursuant to NRS 373.0663 are issued or incurred, but not beyond June 30 of the fiscal year that is 5 full fiscal years after the adoption of the ordinance pursuant to this paragraph. The process set forth in this paragraph may be repeated until all bonds or other obligations secured by the taxes imposed pursuant to NRS 373.0663 have been paid in full.

(b) Amend the ordinance imposing the tax to specify a different applicable percentage, including an applicable percentage of zero, but:

(1) The applicable percentage must not exceed 7.8 percent;

(2) The applicable percentage must not be reduced with respect to any fiscal year preceding the fiscal year following the effective date of an ordinance adopted pursuant to this subsection; and

(3) The effective date of any ordinance reducing the applicable percentage must not be sooner than the later of:

(I) June 30 of the fiscal year that is 5 full fiscal years after bonds or other obligations secured by the taxes imposed pursuant to NRS 373.0663 are issued or incurred; or

(II) June 30 of the fiscal year that is 5 full fiscal years after the date of adoption of any ordinance pursuant to paragraph (a).



5. As used in this section, “applicable percentage” has the meaning ascribed to it in paragraph (b) of subsection 6 of NRS 373.0663.

Sec. 12. NRS 373.131 is hereby amended to read as follows:

373.131 1. Money for the payment of the cost of a project within the area embraced by a regional plan for transportation established pursuant to NRS 277A.210 may be obtained by the issuance of revenue bonds and other revenue securities as provided in subsection 2 or, subject to any pledges, liens and other contractual limitations made pursuant to the provisions of this chapter and chapter 277A of NRS, may be obtained by direct distribution from the regional street and highway fund, except to the extent any such use is prevented by the provisions of NRS 373.150, or may be obtained both by the issuance of such securities and by such direct distribution, as the board may determine. Money for street and highway construction outside the area embraced by the plan may be distributed directly from the regional street and highway fund as provided in NRS 373.150.

2. The board or, in a county whose population is 100,000 or more, a commission, may, after the enactment of any ordinance authorized or required by the provisions of NRS 373.030, paragraph (d) of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 or paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 ~~†~~ **or section 3 of this act**, issue revenue bonds and other revenue securities, on the behalf and in the name of the county or the commission, as the case may be:

(a) The total of all of which, issued and outstanding at any one time, must not be in an amount requiring a total debt service in excess of the estimated receipts to be derived from the taxes imposed pursuant to the provisions of NRS 373.030, paragraph (d) of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 and paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 **and section 3 of this act** and, with respect to notes, warrants or interim debentures described in paragraphs (a) and (b) of subsection 6, the proceeds of bonds or interim debentures;

(b) Which must not be general obligations of the county or the commission or a charge on any real estate within the county; and

(c) Which may be secured as to principal and interest by a pledge authorized by this chapter of the receipts from the fuel taxes designated in this chapter, except such portion of the receipts as may be required for the direct distributions authorized by NRS 373.150.



3. A county or a commission as provided in subsection 2 is authorized to issue bonds or other securities without the necessity of their being authorized at any election in such manner and with such terms as provided in this chapter.

4. Subject to the provisions of this chapter and chapter 277A of NRS, for any project authorized therein, the board of any county may, on the behalf and in the name of the county, or, in a county whose population is 100,000 or more, a commission may, on behalf and in the name of the commission, borrow money, otherwise become obligated, and evidence obligations by the issuance of bonds and other county or commission securities, and in connection with the undertaking or project, the board or the commission, as the case may be, may otherwise proceed as provided in the Local Government Securities Law.

5. All such securities constitute special obligations payable from the net receipts of the fuel taxes designated in this chapter except as otherwise provided in NRS 373.150, and the pledge of revenues to secure the payment of the securities must be limited to those net receipts.

6. Except for:

(a) Any notes or warrants which are funded with the proceeds of interim debentures or bonds;

(b) Any interim debentures which are funded with the proceeds of bonds;

(c) Any temporary bonds which are exchanged for definitive bonds;

(d) Any bonds which are reissued or which are refunded; and

(e) The use of any profit from any investment and reinvestment for the payment of any bonds or other securities issued pursuant to the provisions of this chapter,

↳ all bonds and other securities issued pursuant to the provisions of this chapter must be payable solely from the proceeds of fuel taxes collected by or remitted to the county pursuant to chapter 365 of NRS, as supplemented by this chapter. Receipts of the taxes levied in NRS 365.180 and 365.190 and pursuant to the provisions of paragraphs (a) and (b) of subsection 1 of NRS 373.065, paragraphs (a) and (b) of subsection 1 of NRS 373.066 and paragraphs (a) and (b) of subsection 1 of NRS 373.0663 may be used by the county for the payment of securities issued pursuant to the provisions of this chapter and may be pledged therefor. Such taxes may also be used by a commission in a county whose population is 100,000 or more for the payment of bonds or other securities issued pursuant to the provisions of this chapter and may be pledged therefor if the board



of the county consents to such use. If during any period any securities payable from these tax proceeds are outstanding, the tax receipts must not be used directly for the construction, maintenance and repair of any streets, roads or other highways nor for any purchase of equipment therefor, and the receipts of the tax levied in NRS 365.190 must not be apportioned pursuant to subsection 2 of NRS 365.560 unless, at any time the tax receipts are so apportioned, provision has been made in a timely manner for the payment of such outstanding securities as to the principal of, any prior redemption premiums due in connection with, and the interest on the securities as they become due, as provided in the securities, the ordinance, in the case of securities issued by a county, or the resolution, in the case of securities issued by a commission, authorizing their issuance and any other instrument appertaining to the securities.

7. The ordinance, in the case of securities issued by a county, or the resolution, in the case of securities issued by a commission, authorizing the issuance of any bond or other revenue security under this section must describe the purpose for which it is issued at least in general terms and may describe the purpose in detail. This section does not require the purpose so stated to be set forth in the detail in which the project approved by the commission pursuant to subsection 2 of NRS 373.140 is stated, or prevent the modification by the board or commission, as the case may be, of details as to the purpose stated in the ordinance authorizing the issuance of any bond or other security after its issuance, subject to approval by the commission of the project as so modified, if such bond or other security is issued by the county and not the commission.

8. Notwithstanding any other provision of this chapter, no commission has authority to issue bonds or other securities pursuant to this chapter unless the commission has executed an interlocal agreement with the county relating to the issuance of bonds or other securities by the commission. Any such interlocal agreement must include an acknowledgment of the authority of the commission to issue bonds and other securities and contain provisions relating to the pledge of revenues for the repayment of the bonds or other securities, the lien priority of the pledge of revenues securing the bonds or other securities, and related matters.

Sec. 13. NRS 373.140 is hereby amended to read as follows:

373.140 1. After the enactment of ordinances as authorized in NRS 277A.170 and 373.030 **† and section 3 of this act**, all street and highway construction, surfacing or resurfacing projects in the county which are proposed to be financed from any county fuel tax imposed pursuant to the provisions of NRS 373.030, paragraph (d)



of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 or paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 *or section 3 of this act* must first be submitted to the commission.

2. If the project is within the area covered by a regional plan for transportation established pursuant to NRS 277A.210, the commission shall evaluate it in terms of:

- (a) The priorities established by the plan;
- (b) The relation of the proposed work to other projects already constructed or authorized;
- (c) The relative need for the project in comparison with others proposed; and
- (d) The money available.

➔ If the commission approves the project, the board may authorize the project, using all or any part of the proceeds of any county fuel tax authorized pursuant to the provisions of NRS 373.030, paragraph (d) of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 or paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 ~~†~~ *or section 3 of this act*, except as otherwise provided in NRS 373.0675, otherwise required by subsection 6 or to the extent any such use is prevented by the provisions for direct distribution required by NRS 373.150 or is prevented by any pledge to secure the payment of outstanding bonds, other securities or other obligations incurred under this chapter, and other contractual limitations appertaining to such obligations as authorized by NRS 373.160, and the proceeds of revenue bonds or other securities issued or to be issued as provided in NRS 373.131. Except as otherwise provided in subsection 3, if the board authorizes the project, the responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work and the performance of other duties related to the acquisition of the project must be specified in written agreements executed by the board and the governing bodies of the cities and towns within the area covered by a regional plan for transportation established pursuant to NRS 277A.210.

3. In a county in which two or more governmental entities are represented on the commission, the governing bodies of those governmental entities may enter into a written master agreement that allows a written agreement described in subsection 2 to be executed by only the commission and the governmental entity that receives funding for the approved project. The provisions of a written master agreement must not be used until the governing body of each



governmental entity represented on the commission ratifies the written master agreement.

4. If the project is outside the area covered by a plan, the commission shall evaluate it in terms of:

(a) Its relation to the regional plan for transportation established pursuant to NRS 277A.210, if any;

(b) The relation of the proposed work to other projects constructed or authorized;

(c) The relative need for the proposed work in relation to others proposed by the same city or town; and

(d) The availability of money.

↪ If the commission approves the project, the board shall direct the county treasurer to distribute the sum approved to the city or town requesting the project, in accordance with NRS 373.150.

5. In counties whose population is less than 100,000, the commission shall certify the adoption of the plan in compliance with subsections 2 and 4.

6. The proceeds of a tax imposed pursuant to any of the provisions of paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 or paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 must be expended in accordance with priorities for projects established in coordination and cooperation with the Department of Transportation.

Sec. 14. NRS 373.160 is hereby amended to read as follows:

373.160 1. The ordinance or ordinances, or the resolution or resolutions, providing for the issuance of any bonds or other securities issued under this chapter payable from the receipts from the fuel excise taxes designated in this chapter may at the discretion of the board or, in the case of bonds or other securities issued by a commission, the commission, in addition to covenants and other provisions authorized in the Local Government Securities Law, contain covenants or other provisions as to the pledge of and the creation of a lien upon the receipts of the taxes collected for the county pursuant to the provisions of NRS 373.030, paragraph (d) of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 and paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 ~~†~~ *and section 3 of this act*, excluding any tax proceeds to be distributed directly under the provisions of NRS 373.150, or the proceeds of the bonds or other securities pending their application to defray the cost of the project, or both such tax proceeds and security proceeds, to secure the payment of revenue bonds or other securities issued under this chapter.



2. If the board or, in the case of bonds or other securities issued by a commission, the commission, determines in any ordinance or resolution authorizing the issuance of any bonds or other securities under this chapter that the proceeds of the taxes levied and collected pursuant to the provisions of NRS 373.030, paragraph (d) of subsection 1 of NRS 373.065, paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.066 and paragraphs (d) to (m), inclusive, of subsection 1 of NRS 373.0663 *or section 3 of this act* are sufficient to pay all bonds and securities, including the proposed issue, from the proceeds thereof, the board or, in the case of bonds or other securities issued by a commission, the commission with the consent of the board as provided in subsection 6 of NRS 373.131, may additionally secure the payment of any bonds or other securities issued pursuant to the ordinance or resolution under this chapter by a pledge of and the creation of a lien upon not only the proceeds of any fuel tax authorized at the time of the issuance of such securities to be used for such payment in subsection 6 of NRS 373.131, but also the proceeds of any such tax thereafter authorized to be used or pledged, or used and pledged, for the payment of such securities, whether such tax be levied or collected by the county, the State of Nevada, or otherwise, or be levied in at least an equivalent value in lieu of any such tax existing at the time of the issuance of such securities or be levied in supplementation thereof.

3. The pledges and liens authorized by subsections 1 and 2 extend to the proceeds of any tax collected for use by the county on any fuel so long as any bonds or other securities issued under this chapter remain outstanding and are not limited to any type or types of fuel in use when the bonds or other securities are issued.

Sec. 15. NRS 277A.360 is hereby amended to read as follows:
277A.360 In counties having a population of less than 100,000, the commission shall submit an annual report to the Department for the fiscal year showing the amount of receipts from the county ~~motor vehicle~~ fuel ~~tax~~ taxes imposed pursuant to chapter 373 of NRS and the nature of the expenditures for each project.

Sec. 16. This act becomes effective on July 1, 2019.



SB48 – Authority for Rural Counties to Raise a 5-cent Diesel Tax

Background and Need

Currently, Nevada’s rural counties lack the ability to impose a tax on diesel fuel. Counties are responsible for maintaining nearly 65% of our State’s roads, yet county road funds have not kept pace with maintenance needs. In some rural counties, dedicated funding streams for roads meet only a fraction of the need for county road repairs, and the condition of some county road infrastructure is dire. Without the ability to raise revenue from diesel taxes, the gap in some rural counties between needed road repairs and available funds will only grow, and, as roads continue to deteriorate, the cost of repairs will increase, along with impacts to economic development and public safety. For example: in Lyon County the cost to fix their worst roads, those rated as failing, are \$33 million, yet available road maintenance funds are \$2 million. In Humboldt County flooding in 2015 destroyed roads and bridges in downtown Winnemucca that have yet to be repaired. Other rural counties are discussing removing existing street pavement and replacing it with dirt roads because of the reduced cost to repair and maintain dirt roads. Elko County has a two million dollar annual short fall in their road maintenance budget, even after a voter approved gasoline tax increase.

Taxpayer Equity

In the past the Nevada Legislature has given rural County Commissions the authority to impose a 5-cent tax on gasoline; however, rural counties do not have the authority to impose a corresponding tax on diesel fuel. Due to this current disparity, in rural counties, owners of gasoline vehicles contribute to local road construction and maintenance while owners of diesel vehicles do not.

Disparity in Cost of Diesel Fuel

In September 2018, the following prices were charged for a gallon of diesel:

Washoe County:

TA Sparks Truck Stop	\$3.82	
Petro Sparks	\$3.75	Average: \$3.78

Lyon County:

Fernley Pilot	\$3.75	
Fernley Loves	\$3.48	Average: \$3.75

Based on this information, consumers are paying nearly the same in Washoe County as they are in neighboring Lyon County for a gallon of diesel. However, in Washoe County, a 29-cent diesel tax (based on indexing) is being collected and used for local road maintenance. While in Lyon County, though the station owner charges a little less to incentivize trucks to fill up before the get to Reno/Sparks, there is no mechanism to collect a local tax on diesel fuel. In Lyon County, instead of using that 29 cents for road maintenance, it becomes a windfall for the station owner.

Impact on County Economic Development

Funding for streets and roadways is critical to the economic development needs of rural counties. An efficient and well-maintained network of roads attracts new business, keeps residents safe and protects the environment. Existing businesses in rural counties are already

being impacted by the condition of roads, and economic development efforts to bring new businesses into rural Nevada will continue to be impacted.

Proposal

SB48, would enable rural county commissions to impose a diesel tax of up to 5 cents, an option already available to Nevada's urban counties. Any such vote would have to be approved by 2/3 of the members of the county commission. Alternatively, the bill would also enable county commissions to submit a binding question to county voters on raising a 5-cent diesel tax. Additionally, in any county that chooses to raise the tax and subsequently sells greater than 10 million gallons of diesel, there is a provision to require an allocation to NDOT of up to 10% of the total diesel tax proceeds in the county - these dollars would pay for the construction of commercial truck parking along State highways. Truck parking would help ensure that truckers have safe rest areas away from residential neighborhoods.



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: September 11, 2019
To: Regional Transportation Commission
From: Justin Tiarney, Street Supervisor
Date Prepared: August 20, 2019
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of July 2019**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	-
Street Patching Operation (tons of asphalt)	63	63
Pot Holes Repaired	0	-

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	187	187
Tree Removal	0	0
Tree Replacement	0	3
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	3300	3300

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	51	51
Curb & Gutter (linear feet)	266	266
Sidewalk & Flat Work (sq/ft)	1896	1896
Wheel Chair Ramps	0	0
Misc.	0	245

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc		340
Shoulder Work on Asphalt Roads		550
Debris Cleaned	0	0

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	101	101
Lineal foot of ditch cleared	0	400
Pipe Hydro Flushed (linear feet)	420	420
Drainage Inlets Cleaned	0	0
Sediment Removed from Ditches (yards)	101	101

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	666	666
Material Picked Up (yards)	165	165
City Parking Lots Swept	7	7

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	39	39
Bins Hauled for Sweeping Operation (yards)	30	30
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	4
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made		5
Signs Replaced		3
Sign Post Replaced		4
Signs Replaced due to Graffiti Damage		1
Delineators Replaced		1
Cross Walks Painted		46
Stop Bars Painted		51
Yield Bars Painted		14
Right Arrows Painted		17
Left Arrows Painted		99
Straight Arrows Painted		3
Stop (word) Painted		3
Only (word) Painted		11
Bike Symbol & Arrow		0
Install Street, bicycle, and pedestrian counters		6
Curb Painted (linear feet)		0

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Rain Event/Flood Control	0	0
Wind	0	0



**Carson City Regional Transportation Commission
Request for Commission Information**

RTC Meeting Date: September 11, 2019
Time Requested: 10 Minutes
To: Regional Transportation Commission
From: Dan Stucky, City Engineer
Date Prepared: September 2, 2019
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission’s Information

List of Projects

South Carson Street Complete Streets Project..... 2
Freeway Multi-Use Path to Colorado Street..... 3
Fairview Drive Reconstruction Project..... 4
Kings Canyon Trailhead Improvements and Roadway Reconstruction Project..... 5
Stewart Street Pedestrian Signal Project..... 6
CDBG College Parkway Improvements Project..... 7
Freeway Multi-Use Path to Edmonds Sports Complex 8
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Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1) 10
Fiscal Year 2019 District 1 Goni Road Reconstruction Project 11
Fiscal Year 2019 District 1 Street Lighting 12
Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 2) 13
Clearview Micro-Surfacing Project 14
Roop Street Rehabilitation Project..... 15

South Carson Street Complete Streets Project

Project Name: South Carson Street Complete Streets

Project Number: 031711 and 031801

Fund Number: Multiple

Fund Name: Multiple

Source of Funding: Multiple

Department: Public Works

Total Estimated Cost: \$17,257,559

Project to Date Cost: \$810,000

Project Description

Resurfacing and Complete Streets improvements on South Carson Street corridor between Fifth and Roland Street

Justification

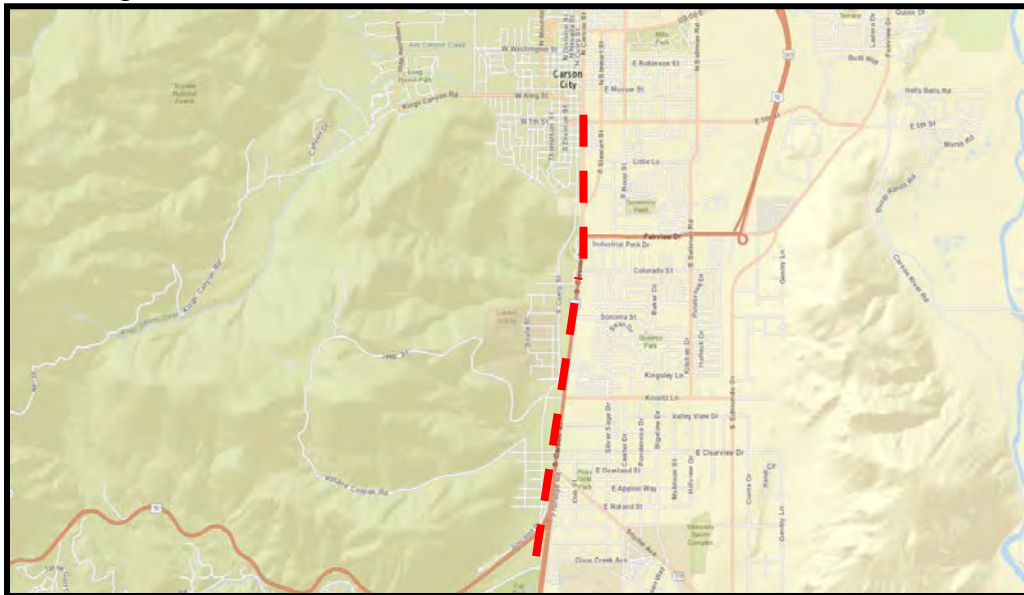
Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), pavement and Complete Street improvements to the corridor are required in exchange for \$5.1 million from NDOT. Competitive grant funds have been awarded, which include a TAP grant in the amount of \$750,000, a TIGER grant in the amount of \$7,570,202, and STBG grant funds in the amount of \$372,372

Project Location

South Carson Street between Fifth Street and Roland Street (includes portion of the Frontage Road)

Status

90% design has been completed. Refining cost estimates and value engineering. Finalizing TIGER agreement and NEPS/Section 106



Freeway Multi-Use Path to Colorado Street

Project Name: Freeway Multi-Use Path to Colorado Street

Project Number: 031803

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2018

Department: Public Works

Total Estimated Cost: \$651,950 (95% federally funded)

Project to Date Cost: \$51,000

Project Description

Construct 4,200 feet of multi-use path and associate improvements

Justification

In line with the City's Unified Pathways Master Plan and goals from the CAMPO Regional Transportation Plan, a competitive TAP grant was awarded by NDOT

Project Location

West side of I-580 from linear ditch path to Colorado Street

Status

Design complete. Awaiting a notice to proceed for construction



Fairview Drive Reconstruction Project

Project Name: Fairview Drive Reconstruction

Project Number: 031905

Fund Number: 250 & 520

Fund Name: RTC Fund, Transportation Infrastructure & Water Fund, Construction

Source of Funding: FY 2019 & FY 20

Department: Public Works

Total Estimated Cost: \$1,294,696, of which \$710,000 is for transportation improvements and \$584,696 for water utility improvements

Project to Date Cost: \$6,500

Project Description

Reconstruct Fairview Drive between Carson Street and Roop Street. Project includes reconstruction of roadway, a partial mill and overlay with patching, sidewalk construction, stormwater enhancements, and ADA improvements to curb ramps, sidewalks, and pedestrian push button

Justification

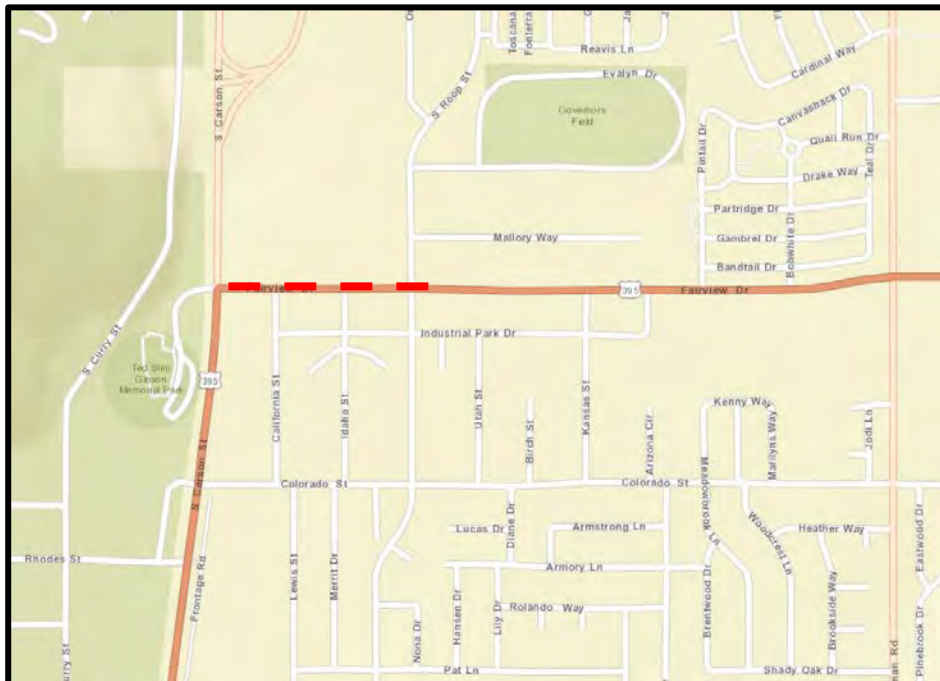
Fairview Drive needs reconstruction due to the high amounts of traffic over the years. With the completion of the I-580 bypass, Fairview Drive has seen a significant reduction in traffic

Project Location

Fairview Drive from Carson Street to Roop Street, includes sidewalk and possible stormwater improvements to Roop Street between Fairview Drive and Industrial Park Way

Status

Design complete. Awaiting a notice to proceed for construction



Kings Canyon Trailhead Improvements and Roadway Reconstruction Project

Project Name: Kings Canyon Trailhead Improvements and Roadway Reconstruction

Project Number: 031901

Fund Number: 250 & 254

Fund Name: RTC Fund, Transportation Infrastructure & Quality of Life – Open Space Capital Projects/Construction Accounts

Source of Funding: Multiple, Total Local Match \$185,350, \$150,000 from RTC Fund, Transportation Infrastructure & \$35,350 from Quality of Life, Open Space, Capital Projects/Construction Accounts

Department: Public Works (lead)

Total Estimated Cost: \$3,707,000

Project to Date Cost: \$3,600

Project Description

This project will widen the existing roadway, accommodate bicycle lanes, and improve the trailhead parking lot with restroom facilities and additional capacity

Justification

RTC was awarded \$3,707,000 from the Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) for the Federal Lands Access Program (FLAP) grant

Project Location

Kings Canyon road just east of Kings Canyon Creek to the Kings Canyon Trailhead

Status

75% plans are scheduled for December 2019



Stewart Street Pedestrian Signal Project

Project Name: Stewart Street Pedestrian Signal

Project Number: N/A

Fund Number: 250

Fund Name: RTC Fund, Safety Improvements

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$858,342 (\$30,000 local match)

Project to Date Cost: \$0 (Invoice from NDOT anticipated after construction)

Project Description

Pedestrian crossing improvements, including a slurry seal between Little Lane and S. Carson Street

Justification

This location was identified in the Nevada Department of Transportation (NDOT) Pedestrian Uncontrolled Crosswalk Guidelines

Project Location

Stewart Street from Little Lane to Wright Way

Status

Construction is complete.



CDBG College Parkway Improvements Project

Project Name: CDBG College Parkway Improvements

Project Number: 031807

Fund Number: 275

Fund Name: Grant Fund

Source of Funding: 100% grant funded

Department: Public Works

Total Estimated Cost: \$268,892

Project to Date Cost: \$21,000

Project Description

ADA improvements on West College Parkway

Justification

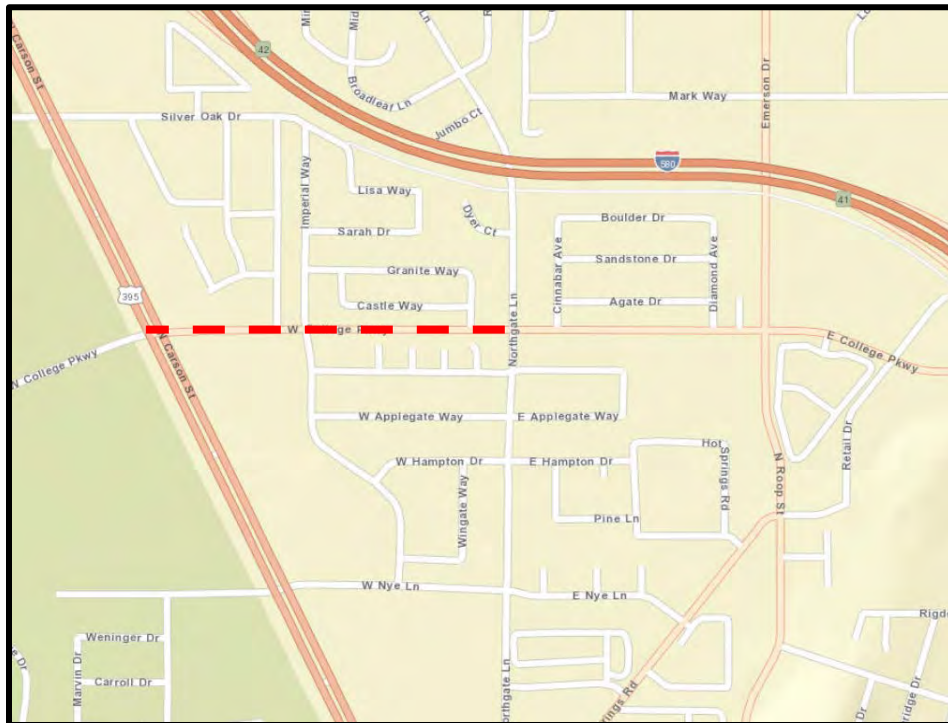
In line with the City's ADA Transition Plan, a competitive CDBG grant award for ADA improvements

Project Location

West College Parkway between North Carson Street and Northgate Lane

Status

Construction is anticipated in early fall



Freeway Multi-Use Path to Edmonds Sports Complex

Project Name: Freeway Multi-Use Path to Edmonds Sports Complex

Project Number: 031808

Fund Number: 250

Fund Name: RTC

Source of Funding: Transportation Alternatives Program (TAP)

Department: Public Works

Total Estimated Cost: \$1,618,000

Project to Date Cost: \$0

Project Description

A 2.3 mile multi-use path from Colorado Street to the Pete Livermore Sports Complex

Justification

In line with the City's Unified Pathways Master Plan and goals from the CAMPO Regional Transportation Plan, a competitive TAP grant was awarded by NDOT

Project Location

Along the freeway between Colorado Street and Livermore Lane

Status

A notice to proceed from NDOT is anticipated soon, which will kick design off



Airport Road Sewer Replacement Project

Project Name: Airport Road Sewer Replacement

Project Number: 51403.5

Fund Numbers: 250, 510, and 520

Fund Names: RTC Fund - STBG Funding Revenue Account, Water Fund Construction, & Sewer Fund Construction

Source of Funding: City's 5-year Wastewater Capital Improvement Plan, Water Capital Improvements Plan, and Surface Transportation Block Grant (STBG)

Department: Public Works

Total Estimated Cost: \$2,126,000 (comprised of \$160,000 from STBG funding, \$1,966,000 from Sewer Capital and Water Capital)

Project to Date Cost: \$47,000

Project Description

Sewer, water, and roadway improvements on Airport Road from Highway 50 to Minonee Lane

Justification

The sewer and water mains located in Airport Road are planned to be replaced due to capacity and condition. Due to poor pavement condition the road is to be reconstructed along with the sewer replacement

Project Location

Airport Road from Highway 50 to Minonee Lane

Status

Design complete. Awaiting a notice to proceed for construction



Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 1)

Project Name: Fiscal Year 2019 District 1 Pavement Preservation Projects

Project Number: 031810

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$1,030,000

Project to Date Cost: \$35,000

Project Description

Preservation Projects – Slurry Seal Type 3 Modified

Justification

Roadways in Performance District 1 were evaluated according to the evaluation factors within the FY 2019-2022 Pavement Management Plan: Pavement Condition Index (PCI), roadway functional classification, safety needs, traffic volume, and construction efficiencies. The RTC approved pursuit of District 1 projects on September 12, 2018

Project Location

- College Parkway – between N. Northgate Lane and Airport Road, the portion between Carson Street and Northgate Lane has been separated to allow for fast tracking improvements not contingent on the CDBG College Parkway ADA Improvements
- Hot Springs Road – between Northgate Lane and Roop Street
- Roop Street – between Hot Springs Road and College Parkway
- Arrowhead Drive – between Emerson Street and Convair Drive

Status

Construction substantially complete, minor items remaining

Multiple Locations – No Map Provided

Fiscal Year 2019 District 1 Goni Road Reconstruction Project

Project Name: FY 2019 District 1 Goni Road Reconstruction Project

Project Number: 031811

Fund Number: 250

Fund Name: RTC and V&T Fund (account number in development)

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$605,000

Project to Date Cost: \$50,000

Project Description

Roadway reconstruction project

Justification

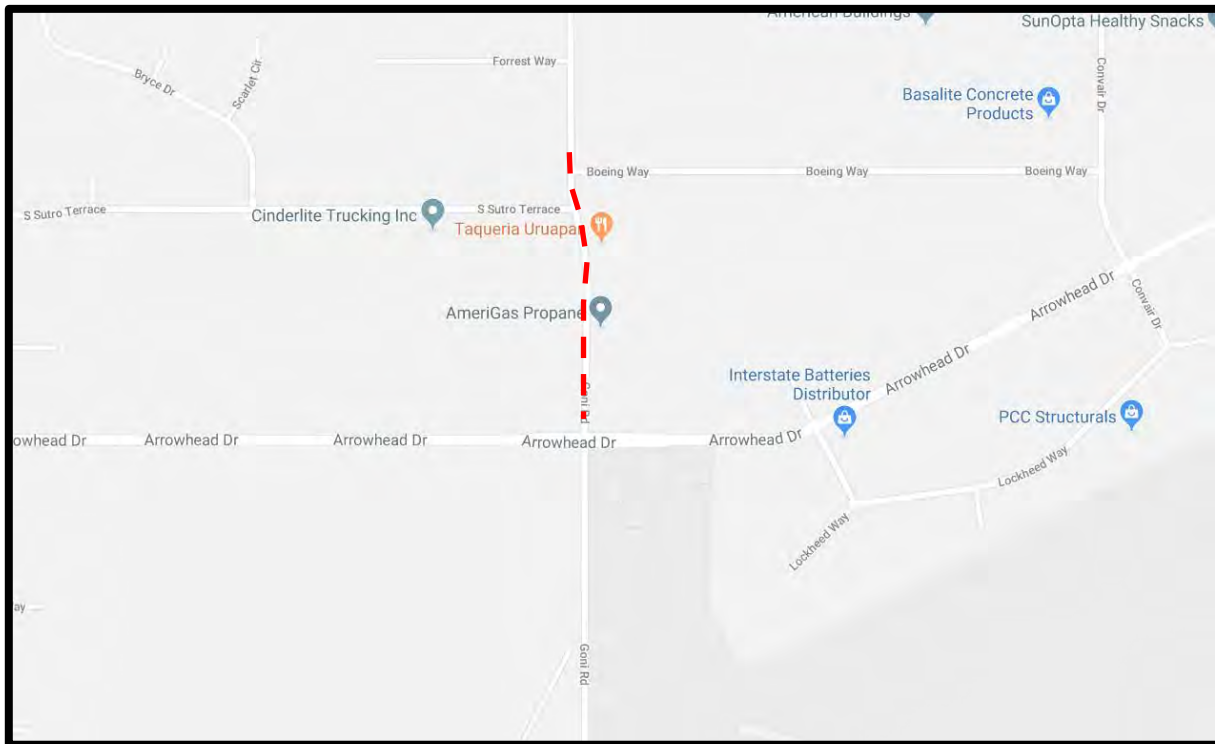
On September 12th the RTC directed staff to pursue the reconstruction of Goni Road if sufficient funding is available in the fiscal year 2019 budget. Goni Road has a pavement condition ranging between poor and serious. Goni Road is functionally classified as a Collector Roadway

Project Location

Goni Road, between Boeing Way and Arrowhead Drive

Status

Construction substantially complete, minor items remaining



Fiscal Year 2019 District 1 Street Lighting

Project Name: FY 2019 District 1 Street Lighting

Project Number: 031809

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$114,000

Project to Date Cost: \$3,000

Project Description

Installation of intersection and crosswalk street lighting

Justification

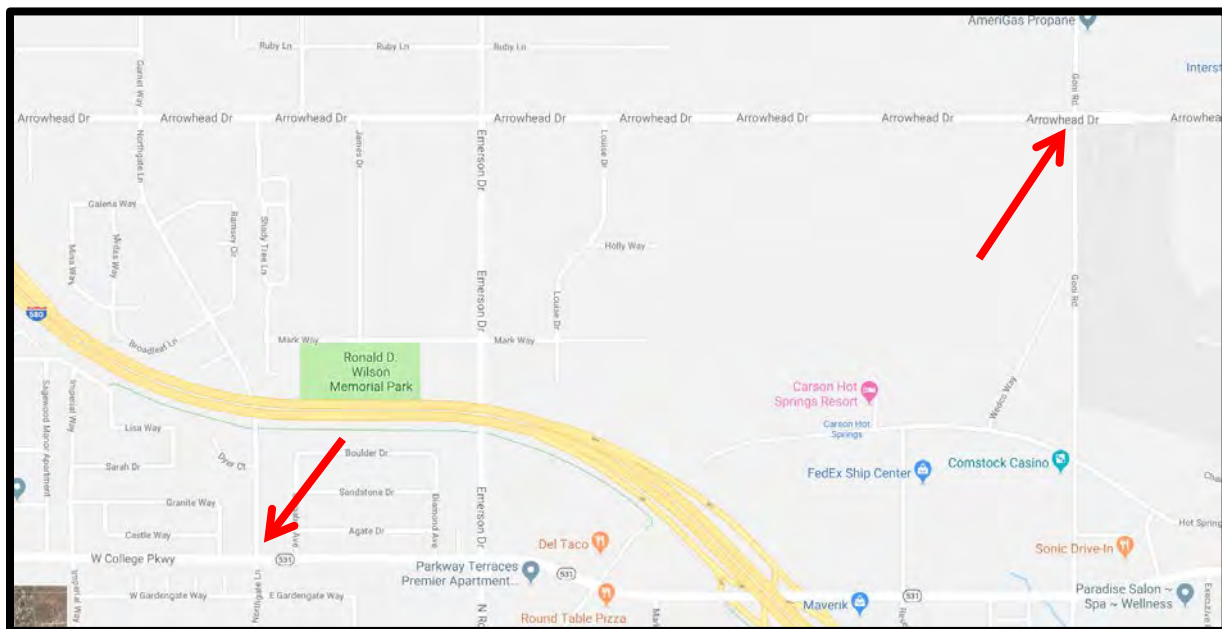
On September 12th the RTC directed staff to pursue transportation infrastructure projects for Performance District 1. In line with the City's Complete Streets policy, all of the FY 2019 pavement projects have been evaluated for Complete Street improvements. The two intersections noted above currently do not have any street lighting. The addition of street lighting at these locations is anticipated to improve safety for all users

Project Location

Northgate Lane and College Parkway intersection and Goni Road and Arrowhead Drive intersection

Status

The design was completed by NV Energy. Construction anticipated in the fall



Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 2)

Project Name: Fiscal Year 2019 District 1 Pavement Preservation Projects (Part 2)

Project Number: 031902

Fund Number: 250

Fund Name: RTC

Source of Funding: FY 2019

Department: Public Works

Total Estimated Cost: \$70,000

Project to Date Cost: \$3,000

Project Description

Preservation Projects – Slurry Seal Type 3 Modified - This project is an extension of the FY19 District 1 Pavement Projects

Justification

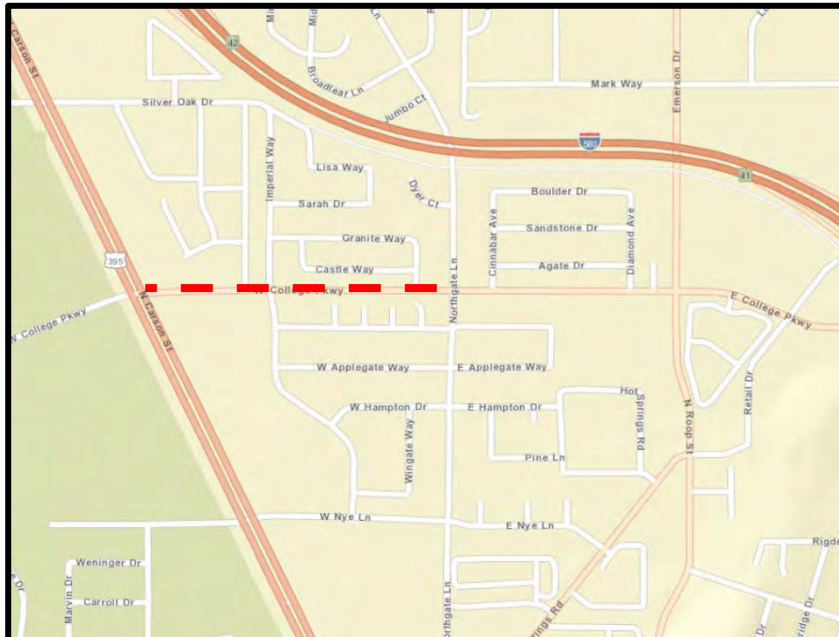
Roadways in Performance District 1 were evaluated according to the evaluation factors within the FY 2019-2022 Pavement Management Plan: Pavement Condition Index (PCI), roadway functional classification, safety needs, traffic volume, and construction efficiencies. The RTC approved pursuit of District 1 projects on September 12, 2018

Project Location

College Parkway between N. Carson Street and Northgate Lane

Status

Construction substantially complete, minor items remaining



Clearview Drive Micro-Surfacing Project

Project Name: Clearview Micro-Surfacing Project

Project Number: 031903

Fund Number: 253

Fund Name: V&T Infrastructure Fund

Source of Funding: FY 19 and FY 20

Department: Public Works

Total Estimated Cost: \$113,000

Project to Date Cost: \$3,000

Project Description

Type 3 Modified Micro-Surfacing on Clearview Drive between South Carson Street and Edmonds Drive

Justification

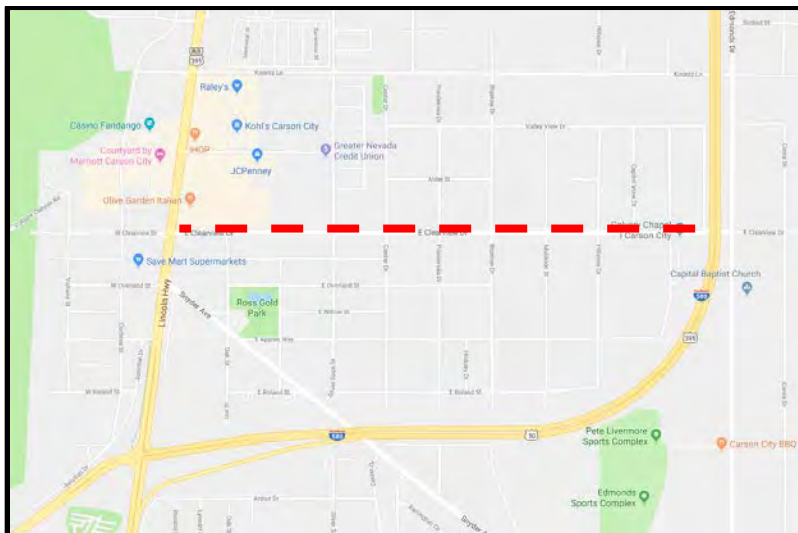
The East Clearview Drive Preservation Project, involves a micro-seal pavement preservation treatment and upgrading of pedestrian curb ramps to meet federal ADA standards along the 1.2-mile portion of East Clearview Drive from South Carson Street to Line Drive (just west of I-580). The pavement condition along this section of East Clearview Drive necessitates a pavement preservation treatment in order to maintain its current condition and avoid rapid deterioration that would otherwise occur without this critically-timed investment

Project Location

Clearview Drive between S. Carson Street and Edmonds Drive

Status

Construction complete



Roop Street Rehabilitation Project

Project Name: Roop Street Rehabilitation Project

Project Number: 031904

Fund Number: 253

Fund Name: V&T Infrastructure Fund

Source of Funding: FY 19 and FY 20

Department: Public Works

Total Estimated Cost: \$641,000

Project to Date Cost: \$8,300

Project Description

Roop Street, from East 5th Street to East Musser Street

Justification

The Roop Street Rehabilitation Project involves reconstructing a 0.2-mile portion of Roop Street, from East 5th Street to East Musser Street (the “Roop Street Project”). This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet Federal Americans with Disabilities (ADA) standards.

Project Location

Roop Street between Fifth Street and Musser Street

Status

Design will begin in early fall. Geotechnical work completed, right-of-way under review

