

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

**Day:** Wednesday  
**Date:** September 14, 2022  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Robert “Bob” Crowell Board Room  
851 East William Street  
Carson City, Nevada

**AGENDA**

**NOTICE TO PUBLIC:**

Members of the public who wish to view the meeting may watch the livestream of the RTC meeting at [www.carson.org/granicus](http://www.carson.org/granicus) and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: [cmartinovich@carson.org](mailto:cmartinovich@carson.org). For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

**1. Call to Order – Regional Transportation Commission**

**2. Roll Call**

**3. Public Comment:\*\***

The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.

**4. For Possible Action: Approval of Minutes – August 10, 2022**

**5. Public Meeting Item(s):**

5-A For Possible Action – Discussion and possible action regarding (1) a contract (“Contract”) with TransLoc Inc. (“TransLoc”) to provide the equipment, software and services needed to equip Jump Around Carson’s (“JAC”) JAC Assist paratransit buses with computer aided dispatch/automatic vehicle location (“CAD/AVL”), automatic passenger counting (“APC”) and WiFi (collectively, “Services”) for an initial term of three years for a total not to exceed amount of \$76,368, then automatically renewing each year unless terminated, and (2) authority for the

Transportation Manager to permit up to two one-year options to extend the contract beyond the initial three-year term.

Staff Summary: The Services provided through this contract will, among other things, provide the technological infrastructure necessary to provide contactless fare payment on JAC Assist's paratransit buses. The Contract expenses over the initial three-year term are \$29,540 for the one-time purchase and installation of hardware, plus yearly recurring software subscription costs not to exceed \$15,150 in year one, \$15,605 in year two, and \$16,073 in year three. The increased maximum software subscription costs for years two and three result from a contractual option permitting, but not requiring, TransLoc to increase subscription costs by a maximum of 3% annually. Staff solicited bids from qualified contractors and received three proposals. Staff recommends award to TransLoc as they had the lowest responsible proposal that meets all the JAC paratransit requirements.

5-B For Possible Action – Discussion and possible action regarding a proposed Fixed-Route Rider Policies and Procedures (“Policy”) for Jump Around Carson (“JAC”).

Staff Summary: The proposed Policy provides JAC's fixed-route riders a single reference document to help them navigate and understand JAC's operations, fares, and rules. Staff is seeking approval of the Policy, which is intended to improve the clarity and readability of existing guidance and policies, as well as incorporate forthcoming changes to JAC fares.

5-C For Possible Action – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. PR214-21-063 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) increasing the Agreement funding from NDOT from \$626,595.90 to \$784,490.63, with a corresponding local match increase under the Agreement from \$31,329.80 to \$39,224.53, to fund a Safe Routes to School Master Plan for Douglas County (“Douglas County Plan”) through the Western Nevada Safe Routes to Schools Program (“WN-SRTS Program”); and (2) authority for the Transportation Manager to sign the Amendment as well as future amendments to the Agreement to extend the time for performance or to approve funding changes not exceeding 10% of the amended Agreement amount.

Staff Summary: The WN-SRTS Program was established in 2017 and serves Kindergarten through 8<sup>th</sup> grade students within Carson City and Douglas, Lyon, and Storey Counties. If approved, the Amendment will support development of the Douglas County Plan using professional services and other associated project management activities. The Amendment increases the funding from NDOT by \$157,894.73 and increases local match obligation by \$7,894.73.

5-D For Possible Action – Discussion and possible action regarding a Community Development Block Grant (“CDBG”) application by the Carson City Public Works Department seeking \$350,000 for sidewalk, Americans with Disabilities Act (“ADA”), and other improvements along select portions of Carmine Street, including intersections, between N. Lompa Lane and just east of Airport Road.

Staff Summary: Staff seeks approval to submit a CDBG application for the fiscal year (“FY”) 2023 grant cycle in the amount of \$350,000 to replace existing and/or construct new ADA compliant pedestrian curb ramps, replace substandard sidewalks, enhance crosswalk safety at intersections, and reconstruct roadway pavement and drainage infrastructure (including residential driveway aprons connecting to sidewalks), as needed, along portions of Carmine Street and at associated nearby intersections.

5-E For Discussion Only – Discussion and presentation regarding Fiscal Year (“FY”) 2022 transportation activities.

Staff Summary: Carson City’s FY 2022 ended on June 30, 2022. Staff will present a summary of FY 2022 transportation activities and accomplishments.

## 6. Non-Action Items:

6-A Transportation Manager’s Report

6-B Street operations activity report for July 2022

6-C Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to the RTC
- Additional status reports and comments from the RTC
- Additional staff comments and status reports

## 7. Public Comment:\*\*

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

## 8. For Possible Action: To Adjourn

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**\*\*PUBLIC COMMENT LIMITATIONS** – The RTC will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak.** Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and would not be subject to a three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at [cmartinovich@carson.org](mailto:cmartinovich@carson.org), or by phone at (775) 887-2355 at least 24 hours in advance.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify RTC staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at [cmartinovich@carson.org](mailto:cmartinovich@carson.org), or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

This agenda and backup information are available on the City’s website at [www.carson.org/agendas](http://www.carson.org/agendas) and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way  
[www.carson.org/agendas](http://www.carson.org/agendas)  
<http://notice.nv.gov>

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**  
**Minutes of the August 10, 2022 Meeting**  
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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.) on Wednesday, August 10, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Vice Chair Lisa Schuette  
 Commissioner Robert “Jim” Dodson  
 Commissioner Chas Macquarie  
 Commissioner Gregory Novak

**STAFF:** Darren Schulz, Public Works Director  
 Chris Martinovich, Transportation Manager  
 Adam Tully, Deputy District Attorney  
 Bryan Byrne, Traffic Engineer  
 Kelly Norman, Transportation Planner/Analyst  
 Marquis Williams, Transportation Planner/Analyst  
 Rebecca Bustos, Grant Analyst  
 Alex Cruz, Transit Coordinator  
 Tamar Warren, Senior 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. All approved meeting minutes are available on [carson.org/minutes](http://carson.org/minutes).

**1. CALL TO ORDER – REGIONAL TRANSPORTATION COMMISSION (RTC)**

(4:47:25) – Vice Chairperson Schuette called the meeting to order at 4:47 p.m.

**2. ROLL CALL**

(4:47:30) – Roll was called, and a quorum was present. Chairperson Bagwell was absent.

**3. PUBLIC COMMENT**

(4:47:41) – Vice Chairperson Schuette entertained public comments; however, none were forthcoming.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – JULY 13, 2022**

(4:47:53) – Vice Chairperson Schuette introduced the item and entertained corrections or a motion.

**(4:48:05) – Commissioner Dodson moved to approve the minutes of the July 13, 2022 RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 4-0-0.**

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**Minutes of the August 10, 2022 Meeting**

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**5. PUBLIC MEETING ITEMS**

**5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A CONTRACT WITH TRANSLOC INC. (“TRANSLOC”) TO PROVIDE THE EQUIPMENT, SOFTWARE AND SERVICES NEEDED TO EQUIP JUMP AROUND CARSON’S (“JAC”) FIXED-ROUTE BUSES WITH COMPUTER AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (“CAD/AVL”), AUTOMATIC PASSENGER COUNTING (“APC”) AND WIFI (COLLECTIVELY, “SERVICES”) FOR AN INITIAL TERM OF THREE YEARS FOR A TOTAL NOT TO EXCEED AMOUNT OF \$104,890, AND PROVIDING THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (“RTC”) AN INDEFINITE NUMBER OF ONE-YEAR OPTIONS TO EXTEND THE CONTRACT AFTER THE INITIAL TERM EXPIRES.**

(4:48:33) – Vice Chairperson Schuette introduced the item. Mr. Cruz gave background and reviewed the Staff Report and the revised contract provided in the late material, both of which are incorporated into the record. Commissioner Macquarie thanked Staff for “quite a bit of work” done in the revisions. Commissioner Dodson received clarification from Mr. Tully that the proposed motion allowed the contract to be on automatic renewal (with a 30-day notice to Transloc for the expiration of the contract, if needed), and to allow the Transportation Manager to make that decision (up to two times). Commissioner Novak was pleased to see competing bids. Vice Chair Schuette also thanked Staff for their hard work and entertained public comments; however, none were forthcoming.

**(4:55:20) – Commissioner Macquarie moved to award the contract, as submitted in late material, to make the not to exceed amount on this contract \$103,332 and to authorize the Transportation Manager to exercise up to two one-year options to extend the contract beyond the initial three-year term. The motion was seconded by Commissioner Novak and carried 4-0-0.**

**6. NON-ACTION ITEMS:**

**6-A TRANSPORTATION MANAGER’S REPORT**

Please see item 6-C.

**6-B STREET OPERATIONS ACTIVITY REPORT FOR June 2022**

(4:57:53) – Mr. Martinovich referenced the Street Operations Activity Report, which is incorporated into the record, and responded to clarifying questions. He also informed Commissioner Novak that westbound Fifth Street would tentatively be closed near the Lompa Ranch Development from August 15, 2022 until the last week of August. Additionally, Mr. Martinovich provided information on long-line and short-line striping throughout the City and mentioned several upcoming Safe Routes to School activities that would take place at the start of the school year.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the August 10, 2022 Meeting**

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**6-C OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:**

- **FUTURE AGENDA ITEMS**

(4:56:06) – Mr. Martinovich explained that the annual summary report of the previous fiscal year would be presented at the next meeting. He also believed that a Western Nevada Safe Routes to School Project amendment would be agendized, as additional funding becomes available via the Nevada Department of Transportation (NDOT). Mr. Martinovich noted that a Jump Around Carson (JAC) rider policy, a grant application request for Community Development Block Grants (CDBG), and a local roads funding update would be discussed in the September meeting as well. He also announced the High Water Mark Unveiling Ceremony near Highway 580 at Fifth Street and Airport Road on August 11, 2022.

- **STATUS REVIEW OF ADDITIONAL PROJECTS**
- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO THE RTC**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM THE RTC**
- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

**7. PUBLIC COMMENT**

(5:01:41) – Vice Chairperson Schuette entertained final public comments; however, none were forthcoming.

**8. FOR POSSIBLE ACTION: TO ADJOURN**

(5:02:10) – Vice Chairperson Schuette adjourned the meeting at 5:02 p.m.

The Minutes of the August 10, 2022 Carson City Regional Transportation Commission meeting are so approved this 14<sup>th</sup> day of September, 2022.

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## STAFF REPORT

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

**Meeting Date:** September 14, 2022

**Staff Contact:** Alex Cruz, Transit Coordinator

**Agenda Title: For Possible Action** – Discussion and possible action regarding (1) a contract (“Contract”) with TransLoc Inc. (“TransLoc”) to provide the equipment, software and services needed to equip Jump Around Carson’s (“JAC”) JAC Assist paratransit buses with computer aided dispatch/automatic vehicle location (“CAD/AVL”), automatic passenger counting (“APC”) and WiFi (collectively, “Services”) for an initial term of three years for a total not to exceed amount of \$76,368, then automatically renewing each year unless terminated, and (2) authority for the Transportation Manager to permit up to two one-year options to extend the contract beyond the initial three-year term.

**Staff Summary:** The Services provided through this contract will, among other things, provide the technological infrastructure necessary to provide contactless fare payment on JAC Assist’s paratransit buses. The Contract expenses over the initial three-year term are \$29,540 for the one-time purchase and installation of hardware, plus yearly recurring software subscription costs not to exceed \$15,150 in year one, \$15,605 in year two, and \$16,073 in year three. The increased maximum software subscription costs for years two and three result from a contractual option permitting, but not requiring, TransLoc to increase subscription costs by a maximum of 3% annually. Staff solicited bids from qualified contractors and received three proposals. Staff recommends award to TransLoc as they had the lowest responsible proposal that meets all the JAC paratransit requirements.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 Minutes

### **Proposed Motion**

I move to award the contract, as presented, to make the not to exceed amount on this contract \$76,368, and to authorize the Transportation Manager to permit up to two one-year options to extend the contract beyond the initial three-year term.

### **Background/Issues & Analysis**

JAC’s current contract for CAD/AVL for paratransit services began in August of 2015 and will expire December of 2022. As required by Federal Transit Administration regulations, staff solicited bids from qualified contractors to enter into a contract to provide the Services for JAC for an initial three-year period with an indefinite number of one-year extensions available following the successful completion of the initial contract term. Staff recommend limiting the indefinite number of one-year options to no more than two prior to review and approval by the Carson City Regional Transportation Commission (“RTC”), similar to the contract for fixed-route services approved by the RTC at the August 2022 meeting.

Staff received three responsive proposals; one from Passio (\$100,907 over three years), one from ETA Transit (\$134,078 over three years), and one from TransLoc (\$76,368 over three years). Staff also received a bid of

\$68,364 from Modeshift for the CAD/AVL & Contactless Fare Payment system but it did not include any WiFi services or hardware. Therefore, TransLoc submitted the lowest bid to provide the Services, and staff recommend TransLoc for the implementation of the system.

The Services are for a total of nine JAC buses. Five buses operate for paratransit only and four buses operate for both paratransit and fixed-route service depending on the service needs. Some Services will be installed on all nine buses, while other features will only be installed on buses specifically used for paratransit.

At its June 2021 meeting, the RTC approved a grant application for JAC to pursue a contactless fare payment system, which requires all buses to have WiFi and a new CAD/AVL system. Staff began diligence on possible vendors who could provide these features. This Contract will provide the requisite technological infrastructure for JAC’s paratransit buses to utilize a contactless fare system. Implementation of the actual contactless fare payment system will be provided by a separate vendor. This Contract amount, including both the one-time purchases and the initial three years of subscription fees, is covered 100% by federal share grant funds.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.115(1)(g), (h), (i)

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: Transit fund, technical Equipment account / 2253026-500676, and Equipment account / 2253026-507775

Is it currently budgeted?  Yes  No

If approved, the Transit fund, Technical Equipment and Equipment accounts will be reduced by \$15,150 and \$29,540, respectively. In Fiscal Year (“FY”) 2023; Transit fund, Technical Equipment account will be reduced by \$15,605 in FY 2024 and be reduced by \$16,073 in FY 2025. This project is funded at 100% federal share with existing Federal Transit Administration grants. There is no local match required.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Draft Clean Contract with TransLoc. Inc.

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## TECHNOLOGY LICENSE AND SERVICE AGREEMENT

This Technology License and Service Agreement (this “**Agreement**”) dated as of the last signature to this Agreement (the “**Effective Date**”) is by and between TransLoc Inc., a Delaware corporation, with its principal place of business located at 4505 Emperor Blvd., Suite 120, Durham, NC 27703 (“**Company**”), and the Carson City Regional Transportation Commission, located at 3770 Butti Way, Carson, City, NV 89701 (“**Customer**”).

### Description of Agreement

Customer wishes to access Company’s Service in accordance with the terms of this Agreement. Company wishes to make the Service and Equipment available to Customer on the terms and conditions described in this Agreement. Therefore, the parties agree as follows:

1. Definitions.

- 1.1. “**Activation Date**” means when the Software is available to go live.
- 1.2. “**Affiliates**” means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.
- 1.3. “**Confidential Information**” means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a “**Disclosing Party**”) to the other party (a “**Receiving Party**”), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Customer includes, but is not limited to, Customer’s financial and business information. Confidential Information of Company includes, but is not limited to, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software and the Service; the Documentation; and Company’s implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.
- 1.4. “**Day(s)**” means calendar day(s), unless otherwise specified.
- 1.5. “**De-Identified Data**” means data that does not contain information that identifies Customer or Users.
- 1.6. “**Documentation**” means any instructional and user manuals relating to the Service,

which may be amended from time to time by Company.

- 1.7. **“Equipment”** means Company’s tracking hardware, antennas, cabling, wiring and other electronic components provided and installed by authorized Company personnel on Customer’s Vehicle Fleet, to allow the functioning, delivery or maintenance of the Software.
  - 1.8. **“Fees”** means the Subscription Fee and cost of any equipment.
  - 1.9. **“Initial Term”** means a period of three (3) years from the Activation Date.
  - 1.10. **“Project Manager”** means an employee of Customer, designated to be responsible for and aware of Customer’s (and if applicable, any third party brought in by Customer’s) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving Customer and Company.
  - 1.11. **“Service”** means Company’s Software and any services and deliverables identified in Exhibit B, as applicable.
  - 1.12. **“Service Data”** means any data, information, content, documents, or electronic files provided to or collected by Company from either Customer or its Users during the course of their use of any component of the Service.
  - 1.13. **“Software”** means (1) Company’s proprietary vehicle tracking and passenger information service provided through proprietary software made available in combination with Equipment for use in the management, location, and inventory of Customer’s transportation resource; and (2) any of Company’s proprietary software, solutions, or technologies identified in Exhibit B of the Agreement, including but not limited to white label applications.
  - 1.14. **“Term”** means the Initial Term plus any Renewal.
  - 1.15. **“Users”** means the actual and prospective passengers on Customer’s transit system.
  - 1.16. **“Vehicle Fleet”** means the multi-passenger vehicles comprising Customer’s transit system, on which the Equipment is installed in accordance with this Agreement.
2. Software, Service, and Equipment.
- 2.1. Subscription. Subject to payment of the Fees and the remaining terms and conditions of this Agreement (including, without limitation, the use requirements, restrictions and limitations described in Section 6.1), Company will provide the Services and hereby grants to Customer a limited, revocable, non-exclusive, and non-transferable right to access and use the Software and the Documentation during the Term at the physical location of Customer as stated herein. Company will make the Documentation available to Customer in electronic form.
  - 2.2. Implementation and Training.
    - 2.2.1. System Information Sheet. Customer will complete the System Information Sheet no later than thirty (30) calendar days following receipt of the System

Information Sheet from Company, which includes stops, routes, blocks, vehicle information, and other relevant information needed to create Customer's Service.

- 2.2.2. Pre-Installation Requirement Form. Customer will complete, if applicable, the Pre-Installation Requirement Form no later than fourteen (14) calendar days following receipt of the Pre-Installation Requirement Form from Company.
  - 2.2.3. Project Management. Within five (5) calendar days of the Effective Date of the Agreement, Customer shall provide a Project Manager that Company will work with through to project completion. Company will also provide a project manager who will coordinate resources internally.
  - 2.2.4. Additional Materials and Documents. Company and Customer will cooperate to ensure that all applicable forms and documents necessary for implementation of the Service are completed within a reasonable timeframe.
  - 2.2.5. Definition of Service Area. Customer shall provide Company with the physical bounds of their intended Service area upon request from Company. This information can be provided either in a series of latitude and longitudes that correspond to the vertices of a contiguous shape, a radius (in miles or kilometers) from a single latitude and longitude, or a list of all the roadways and intersections that form the outer-edges of the service area.
  - 2.2.6. Customer Delays. In the event Company incurs delays, additional costs or labor as a result of any act or omission of Customer, including but not limited to Customer's failure to provide information, data, or access to Customer's facilities or personnel, Customer agrees that Company may, upon prior written notice to Customer, add reasonable charges to the amounts invoiced to Customer and adjust any implementation schedule provided to Customer.
  - 2.2.7. Reasonable Cooperation with Customer. Company and Customer will cooperate, and make reasonable efforts, to ensure that the Services function appropriately for Customer's intended use as defined in the Scope of Work. At the time this contract is entered into, Customer anticipates utilizing the Services in conjunction with contactless fare services from a vendor called Token Transit, Inc. to implements a contactless fare system on its fixed-route buses. Company will cooperate with Customer and Customer's contracted vendor and employ a deep-link to Token Transit.
- 2.3. Vehicle Fleet administrators will receive instructional materials and training to use the Service.
  - 2.4. Software, Support and Maintenance.
    - 2.4.1. Base Level Support. Company will provide email and telephone support for the Software to assist Customer personnel in using the Service and in reporting suspected deviations from the service and the associated documentation ("Errors"). Support will be provided from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding regular business holidays. Only in the event

of an emergency, Company will provide twenty-four (24) hours a day, seven (7) days a week telephone assistance.

- 2.4.2. Maintenance. Company will use reasonable efforts to correct suspected Errors when such Errors are reported to Company. Company does not warrant that all Service Errors will be corrected. This term is not intended to abrogate or limit Company's obligation to provide the Services as provided herein.
- 2.5. Equipment. Company will make available for Customer to purchase certain hardware equipment identified in Exhibit A as part of the solution for integration with Company's software. Customer agrees to purchase, and hereby purchases from Company, and Company agrees to sell, and hereby sells to Customer, the Equipment identified in Exhibit A.
- 2.6. Software Upgrades. Company will provide upgrades to Software ("Upgrades") that Company generally makes available to its other licensees for no additional charge. Customer acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where Company provides new features to Customer at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Company and such new features may be revoked at any time. Customer acknowledges that some newly integrated features in future releases of the Company Software may require the purchase of the appropriate hardware upon which the features depend.
- If Company is no longer providing one or more Services, or in the event that a Service goes end-of-life, Company may, replace the Service in accordance with the terms of this Agreement with a functional equivalent; provided, that any such functional equivalent shall have substantially similar features and functions as the Service it is replacing and shall reasonably meet or exceed the specifications and other requirements prescribed by this Agreement for the Service, and upon such replacement in accordance with this Section, such replacement Service shall be considered a Service for the purposes of this Agreement. To the extent necessary, Company and Customer shall amend any applicable statement of work to reflect such replacement of Service.
- 2.7. Route & Map Updates. Company will add the existing stops, schedules, or routes during the initial implementation with information provided by Customer. After the initial Implementation, to ensure that updates are implemented within the requested effective date, Company request that updates be submitted two (2) weeks in advance of the desired effective date.
- 2.8. Modification of Customer's Physical Location. If Customer expands or modifies its physical location, Customer may be required to purchase additional hardware and/or Software licenses and/or services to enable the Service to function properly in the expanded, additional, or modified physical location. Such purchases shall be agreed to in writing by executing additional amendments.

2.9. Professional Services. Customer and Company may modify Exhibit B or enter into one or more statement of works subject to this Agreement, which may incorporate one or more service descriptions for the provision of professional services. Company will perform the professional services, subject to the fulfillment of any responsibilities and payments due from Customer, as stated in the applicable exhibit.

3. Fees and Payment.

3.1. Subscription Fees. The rates for the Service are identified in Exhibit A. The Subscription Fees will commence on the Activation Date, and will continue for the Initial Term.

3.2. Cost of Equipment. The cost of Equipment is identified in Exhibit A.

3.3. Payment, Taxes and Procedures. Company will invoice Customer for Fees. Customer shall pay Company in accordance with payment terms set forth below:

3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.

3.3.2. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by Company.

3.3.3. Late payments shall be subject to interest at the monthly rate of one percent (1%), or the maximum amount allowed by applicable law, if lower. Interest on late payments will be calculated from the date when payment becomes overdue until the date payment is received by Company. Company may suspend the Service if the Subscription Fee is not received by the due date. If Company suspends the Service for non-payment, Customer may be charged a fee for reinstatement of the Service.

3.3.4. Customer shall pay Company's costs of collecting amounts past due under this Agreement, including reasonable attorneys' fees.

3.3.5. Prices do not include applicable state and local sales, use and other taxes. Customer is responsible for such taxes or shall provide proof of tax exemption.

3.4. Price Increases. Company may increase prices during the Term upon written notice to Customer, provided that in no event shall such increase exceed three percent (3%) during any contract year.

4. Term and Termination.

4.1. Term. This Agreement begins on the Effective Date and will remain in effect for the Initial Term. The Agreement will automatically renew for additional successive one (1) year periods (each a "**Renewal**") unless Customer provides written notice to Company at least thirty (30) days before the end of the Term.

4.2. Termination for Breach. Either party may terminate this Agreement if the other

party materially breaches any of the terms and conditions of this Agreement and it is not cured:

- 4.2.1. Within ten (10) days after written notice if the breach relates to payment of Fees;  
or
- 4.2.2. Within thirty (30) days after written notice for any other breach.
- 4.3. Termination for Non-appropriation of Funds. The Parties acknowledge that the Service is to be paid for through public funding, which may include various internal and external sources. In the event Customer does not acquire and appropriate the funding necessary to compensate Company for the Service under this Agreement, Customer may terminate the Agreement without penalty upon thirty (30) days written notice to Company. Company shall be entitled to receive and Customer shall pay applicable Fees and charges incurred for any Services performed as of the effective termination date.
- 4.4. Termination for Convenience. This Agreement may be terminated at any time, for any reason, upon written, mutual consent of both parties.

Customer shall have the right to terminate the Agreement for any reason upon one hundred twenty (120) days prior written notice to Company, however, such right shall not be effective for the first twenty-four (24) month period of the Term unless the City pays Company fifty (50%) of the Subscription Fee owed for the remainder of that twenty-four (24) month period.

- 4.5. Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason, (i) the Customer's license for Company and right to access and use the Service automatically terminates, and (ii) the Customer's right to receive, view and/or access the Service Data automatically terminates. Termination of this Agreement does not relieve Customer of its obligation to pay monies due to Company for Service provided prior to termination.
- 4.6. Survival. The terms provided in Sections 5, 6, 7, 8, and 9 of this Agreement survive any termination or expiration of this Agreement.
5. Warranties and Disclaimer of Company.
  - 5.1. Equipment Base Warranty. In the event any third party Equipment is provided to Customer hereunder, either as part of the Services or as necessary or incidental to Company's provision of Services (including hosting services), Company shall pass through to Customer any and all representations, warranties and covenants from such third party providers, in addition to any representations, warranties and covenants provided by Company in this Agreement. Such warranties may be voided as the result of Customer's negligence, willful misconduct, or if caused by an action under Section 5.4.
  - 5.2. Professional Services Warranty. Company represents and warrants that the professional services will be performed in a workmanlike manner consistent with industry standards.

- 5.3. Exclusive Remedy. Sections 5.1 and 5.2 set forth Customer's exclusive remedy for breach of the related warranties.
- 5.4. Warranty Limitations. Company is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of Customer's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with; (ii) subjected to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals; (iii) improperly installed or maintained by Customer or any third party; or (iv) used for a purpose other than as intended by Company, including but not limited to use in a configuration not recommended by Company.
- 5.5. Additional Fees. Company recommends that it installs any applicable Equipment. In the event Company has to repair, modify, or replace any component of the Equipment due to Customer's improper installation, additional fees shall incur.
- 5.6. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET, CUSTOMER'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS COMPANY HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.
- 5.7. Excluded Parties. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is included in the General Services Administration's (GSA's) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 5.8. Lobbying Disclosure Act. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor or supplier is in violation of the Lobbying Disclosure Act of 1995.
- 5.9. Non-Discrimination. Company represents that it does not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, age, gender, marital status, citizenship, disability, sexual orientation, veteran's status, or membership in any other protected group.
6. Warranties and Acknowledgement of Customer.
  - 6.1. Use Requirements, Restrictions and Limitations. Customer represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:

- 6.1.1. Customer shall not reverse engineer, de-compile or disassemble the Software or Equipment, shall not attempt to access any data underlying the Software or circumvent the user interface or other technological measures put in place by Company, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of Company.
  - 6.1.2. Customer shall not rent, sell, assign, lease, or sublicense the Service. Customer shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
  - 6.1.3. Customer shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.
  - 6.1.4. Customer shall not violate or attempt to violate the security of Company's networks, including (i) accessing data not intended for Customer; (ii) accessing a server or account which Customer is not authorized to access; attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
  - 6.1.5. Customer shall cause each of Customer's employees, agents and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.
  - 6.1.6. Company reserves the right, without liability to Customer, to disable Customer's or a User's access to the Service for breach of this Section 6.1.
- 6.2. Customer acknowledges and agrees:
- 6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of Customer's Vehicle Fleet, transportation system, and personnel;
  - 6.2.2. That the Service depends upon data being transmitted over the internet, Customer's network, GPS satellites, and third-party carrier networks, and that, Company has no control over the functioning of the internet, Customer's network, GPS satellites, or the network of a carrier; and
  - 6.2.3. That Customer alone is responsible for acquiring and maintaining Customer's Vehicle Fleet, Customer's network, Customer's internet access, and the rest of Customer's physical and technological infrastructure.
  - 6.2.4. That Customer's cooperation is required for the timely delivery of the Service, and, as a result, Customer will promptly respond to Company's requests and inquires and cause its Project Manager (or any applicable representative) to

cooperate with Company, in good faith, to complete the implementation of the Service and troubleshoot any issues with the Service.

- 6.3. International Roaming. The Equipment may transmit and receive data without user intervention and, as a result, will generate international roaming charges when it is taken out of the United States. Customer alone is responsible for roaming charges.

## 7. Confidentiality and Ownership.

- 7.1. Intellectual Property. Company is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively “**Derivative Works**”), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Customer to Company, Customer hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to Company, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any rights in or to the Service, other than the rights expressly granted in Section 2.1.

- 7.2. Trademarks. Customer hereby consents to use of Customer’s name and/or logo a) on Company’s website in order to direct end-users to the public-facing aspects of the Service; b) to create a Customer-specific public-facing website hosted by Company where Users may access the Service; and, c) in the event Company’s white label application is included as part of the Service, to create a Customer-branded application.

- 7.3. Ownership of Data. Customer acknowledges and agrees that, as between Customer and Company, Company retains all ownership right, title and interest in and to all Service Data, including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. Company may analyze and compile Service Data for the purpose of creating De-Identified Data. Company may use the De-Identified Data without restriction and may combine the De-Identified Data with data from other sources to create aggregate statistical data.

### 7.4. Nondisclosure.

- 7.4.1. A Receiving Party (a) shall hold the Disclosing Party’s Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party’s Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts

to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- 7.4.2. The Customer shall limit access to the password-protected portions of the Service and any Equipment to Customer's employees who have a legitimate need to access the Service and Equipment.
  - 7.4.3. Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.
  - 7.4.4. If Customer receives a public record request for Confidential Information, Customer shall notify Company and Company shall, within fifteen (15) business days (or within the maximum period allowed by applicable law), notify Customer whether it desires for the Confidential Information to be withheld, and provide a legal basis under the applicable Public Records Act for withholding the Confidential Information. If Customer withholds the Confidential Information pursuant to Company's request, Company shall indemnify and defend Customer from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If Company fails to notify Customer within the time specified or to provide a legal basis for withholding of the Confidential Information, Company agrees that Customer shall be entitled to release and disclose the Confidential Information.
  - 7.4.5. Nothing in this Section is intended to prohibit or limit the disclosure of data and other information during the course of any public grant reporting or application process, provided the data or other information disclosed is the type traditionally provided for the public grant report or application.
- 7.5. Remedies. Each party acknowledges and agrees that any violation of this Article 7 (Confidentiality and Ownership) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

## 8. Indemnity and Liability.

- 8.1. Customer Indemnity. Only to the extent permitted by law, Customer shall indemnify and hold Company and its Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to Customer's or Users' use of or reliance upon the Service or Customer's failure to properly maintain (or to request maintenance of) the Equipment, except any claims for which Company Indemnifies Customer as described in Section 8.2.
- 8.2. Company Intellectual Property Infringement Protection.

- 8.2.1. If a third party claims that the Service provided to Customer by Company under this agreement infringes that party's United States patent or copyright, Company shall defend Customer and Customer's Affiliates against that claim and shall pay any losses, liabilities, damages, judgments, awards, expenses, and costs, including reasonable attorneys' fees that a court finally awards against Customer, provided that Customer (i) promptly notifies Company of the claim and (ii) permits Company to control and cooperates with Company in the defense and any related settlement negotiations. Customer may participate, at Customer's own expense, in the defense of such claim.
- 8.2.2. If any part of the Service is, or in Company's reasonable judgment may become, the subject of any such proceeding Company may, at its expense and option, do one of the following: (i) procure for Customer the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate Customer's right to use the Service or the affected portion thereof, and refund to Customer an amount equal to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Company's only obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.
- 8.2.3. Company will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by Company or identified by Company in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than Company, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.
- 8.3. Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM OR RELATING TO (i) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR (ii) DAMAGES ARISING FROM OR RELATING TO BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY COMPANY IN THE PERFORMANCE OF SERVICES UNDER THE AGREEMENT: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.4. Damages. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE IN THE SIX (6) MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES

9. General Provisions.

9.1. Notices. Any notice permitted or required under this Agreement may be delivered in person, by registered or certified mail (postage prepaid), by recognized overnight delivery service, or by e-mail to the party's address identified below (or other address designated by a party by written notice that conforms to this section). Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by registered or certified mail, upon receipt if by email, when receipt is acknowledged by the receiving party.

If to Company:  TransLoc, Inc. 4505 Emperor Blvd, Ste 120 Durham, NC 27703	If to Customer:  Carson City 3770 Butti Way Carson, City, NV 89701  Email: <a href="mailto:acruz@carson.org">acruz@carson.org</a>
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9.2. Compliance with Laws. Each party will comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to the performance and use of the Service as set forth in this Agreement.

9.3. Ineligibility. Company will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.

9.4. Assignment. Neither party may assign or otherwise transfer any of the rights and obligations arising out of this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, Customer's consent shall not be required for assignments of this Agreement in whole or in part that result from a merger or acquisition, provided the contract is assigned to an affiliate of Company or an entity under common control with Company or Company's corporate parent.

9.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state where the Customer is physically located as stated in this Agreement, without reference to any choice of law principles of such state, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.

9.6. Arbitration. Any controversy or claim arising out of or relating to this Agreement,

with the exception of injunctive relief sought by either party, may be submitted to arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. Arbitration shall occur in the capital of the state specified in Section 9.5. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.

- 9.7. Force Majeure. Neither party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the party suffering from the force majeure event will be suspended for the duration of the force majeure.
- 9.8. Integration. This Agreement, together with the exhibits, constitutes the final and exclusive agreement between the parties as to the matters described in it. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or agreements between the parties concerning its subject matter. In the case of disagreement in the terms and conditions between this Agreement and any of its Exhibits, this Agreement shall control.
- 9.9. Amendment and Waiver. This Agreement may only be modified in writing signed by both parties and identifying the provision of the Agreement that is to be amended. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
- 9.10. Federal Grant Funding. To the extent applicable, Exhibit D is incorporated herein and made a part of this Agreement.
- 9.11. Severability. If any term, provision or condition of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 9.12. Relationship. In making and performing this Agreement, Company and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Company and Customer.
- 9.13. Document. Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or in the schedules will be construed against either party by reason of the drafting or preparation thereof. This Agreement may be signed in any number of counterparts, each of

which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

The parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TransLoc, Inc.

Carson City Regional Transportation Commission

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

## EXHIBIT A: SCHEDULE OF SERVICES, SOFTWARE, AND EQUIPMENT

This Exhibit A incorporates the terms of the Technology License and Service Agreement between Company and Customer.

### 1. Fees and Costs



4505 Emperor Blvd #120  
Durham, NC 27703

\*Price remain firm for 60 days

DATE: August 09, 2022  
TO: Alex Cruz  
Carson City

LN	Note	Hardware	Item	Qty	Unit Price	Subtotal	
						Capital	Subscription
1			<b>SPS/AVL Tracking</b>				
2	a.	x	Peprave Router	9	\$ 600.00	\$ 5,400.00	
3			System Setup Fee	1	\$ 2,500.00	\$ 2,500.00	
4			Installation (Labor & Travel)	9	\$ 425.00	\$ 3,825.00	
5	b.	**	GPS Subscription - Public	4	\$ 975.00		\$ 3,900.00
6		**	GPS Subscription - Private/Admin	5	\$ 880.00		\$ 4,400.00
7			Application Program Interface (API) - JSON	1	Included		
8			<b>Realtime Passenger Information System (RTP)</b>				
9			Mobile Apps (iOS & Android)	1	Included		
10			Web Apps (Desktop & Mobile Web)	1	Included		
11			<b>Automatic Passenger Counting (APC)</b>				
12	a.	x	APC Hardware - Hella - Single Door	4	\$ 1,075.00	\$ 4,300.00	
13			APC Setup Fee - Hella	1	\$ 550.00	\$ 550.00	
14			APC Hardware Installation - Single Door (Labor & Travel)	4	\$ 500.00	\$ 2,000.00	
15		**	APC Subscription	4	\$ 300.00		\$ 1,200.00
16			<b>Automated Voice Annunciation (AVA) w/Tablet</b>				
17	a.	x	Rugged Grade Tablet (Tab Active3)	4	\$ 925.00	\$ 3,700.00	
18	a.	x	Tablet Case & Mount (Tab Active3) - Static	4	\$ 350.00	\$ 1,400.00	
19	a.	x	Stand Alone Speakers	4	\$ 335.00	\$ 1,340.00	
20			AVA Setup Fee	1	\$ 925.00	\$ 925.00	
21			AVA Hardware Installation (Labor & Travel)	4	\$ 650.00	\$ 2,600.00	
22		**	AVA Subscription	4	\$ 355.00		\$ 1,420.00
23			<b>WIFI</b>				
24	b.	x	WIFI Hardware	9	Included as AVL hardware		
25			Wi-Fi Setup Fee	1	\$ 1,000.00	\$ 1,000.00	
26		**	WIFI Data Service - 5GB	9	\$ 470.00		\$ 4,230.00
27			<b>Cellular Data</b>	9	Included		
28			<b>Shipping Costs</b>	1	Included		

**Notes**

- a. Includes: all necessary cabling & hardware
- b. Includes: Support, Server Hosting & Licensing
- Hardware invoiced upon shipment.
- x Invoicing of remaining capital costs at the delivery of services.
- \*\* Subscription costs invoiced annually upon installation of hardware

**Standard processing terms - NET 30**

**Quote Summary**

Capital Costs	\$ 29,540.00
Subscription Costs	\$ 15,150.00
<hr/>	
Total for First Year	\$ 44,690.00
Total for 3 Year Contract	\$ 74,990.00

\*All applicable sales/use tax are additional  
\*Subscription costs represented as annual

2. Reinstallation or Additional Equipment Installation Fees:

If needed, Company will uninstall Equipment and Software from a vehicle and reinstall in a different vehicle, or install additional Equipment. There is an hourly labor fee per Equipment that is reinstalled or newly installed, reimbursed travel costs, and if new Equipment, Equipment fee as stated above. Only Company is authorized to uninstall, install, and/or reinstall Equipment, provided Company is able and willing to do so within the agreed upon timeframe in the work order.

3. Spare Equipment:

Spare Equipment is not included in the fees above. If desired, Customer can purchase spare Equipment to minimize downtime in the event that Equipment needs to be repaired or replaced.

4. New Customer Information Sheet:

Customer must complete the New Customer Information sheet, found on the next page, to facilitate invoicing and payment.

## EXHIBIT B: SCOPE OF WORK

# Exhibit B: Scope of Work

TransLoc is offering the below items within this contract

### Private GPS/AVL Services (5 Vehicles)

- Vehicle Tracker dashboard
  - Vehicle Tracker URL
    - Standard GPSGate domain
      - Managed by TransLoc
  - Unlimited users via single log-in
  - Live-tracking map with 360° fleet view
  - Vehicle Tab with individual vehicle status
  - View of historical vehicle tracks
  - Reporting Suite
    - Trip & Idle Report
      - Date
      - Start and Stop Times
      - Total Distance
      - Max Speed
      - Idle Duration
      - Trip Duration
      - Idle Percentage
    - Schedule Delivery of reports via email
      - Daily, Weekly, Monthly
      - Customizable Date and Time
  - Charts
    - Vehicle Altitude
    - Vehicle Speed
  - Dedicated Client Support Rep/Account Manager
    - 24/7 Emergency Client Support 365 Days a Year
    - Add/Remove Vehicles
    - Create/Remove Users

### Public GPS/AVL Rider Application/Website Services (4 vehicles)

- Public dashboard
  - Real-time tracking with 3 - 5 second update rates
  - Shuttle Stop Time Predictions
  - Client Feedback Option
  - "Find Me" Feature
  - Twitter Feed and Social Media links with Display

- Menu Links to Clients Desired URL
- Public website in internet browser with Mobile website accessible via any smartphone.
- Rider Alerts/Announcements to be displayed to riders on public websites/applications.
- Mobile Application (Transloc)
  - Supported in Apple App and Google Play stores
  - Multimodal with fixed route and ondemand capabilities
  - WCAG 2.0 AA compliant for accessibility
  - Trip planning capabilities
  - Vehicle tracking and capacity
  - Display of agency alerts for routes
  - Stop details (schedule data and ETAs)
  - Favorite Stops
  - Multi-language capabilities
    - English
    - Spanish
    - Simplified Chinese
  - Deep-link to Token Transit to incorporate contactless fare system into Mobile Application.
- AVL Hardware (9 Vehicles)
  - Transloc will provide
    - Pepwave Max Transit Mini WiFi Router
  - Cellular Data
    - Transloc to provide
      - Verizon SIM Cards (2FF)
  - Installation
    - Transloc to provide

### **Passenger WiFi (9 Vehicles)**

- Management dashboard
  - Unlimited users
  - 5 GB/Month/Vehicle
  - Daily allotment of 100 MB per device/user
  - Open Network with Splash Page
    - Users will need to accept the terms for the allotted time of use without needing to enter a password.
  - Remote support and troubleshooting provided.
  - Assistance with WiFi management through in-control portal to check bandwidth and data usage
- Hardware
  - Pepwave Max Transit Mini WiFi Router
    - Installation
      - Transloc to provide

- Cellular Data
  - Transloc to provide

**Automatic Passenger Counting (APC) (4 Vehicles)**

- TransLoc will provide:
  - APC Hardware
    - Utilizing AVL hardware (Pepwave Max Transit Mini WiFi Router)
    - Single door Hella sensors (# of vehicles)
  - Installation
    - TransLoc to Install.
- Real-time capacity view available on: Admin Portal, Public Website and Rider Application
- Ridership Reporting (Includes 'On' and 'Off' counts)
  - All Ridership By Vehicle
  - Average Ridership
  - RAW APC Audit Report
  - Raw Ridership
  - Ridership Counts - Daily
  - Ridership Counts - Hourly
  - Ridership Counts by Date and Hour with Summary
  - Ridership Summary Report
  - Ridership Summary Report With 2 Groupings
  - Ridership Summary Report With 3 Groupings
  - Ridership Summary Report With 3 Groupings and Detail Group
  - Ridership Summary Report With 4 Groupings
  - Ridership with Occupancy
  - Weekly Summary
  - NTD S-10 Report Available
- Remote support and troubleshooting

**Tablet Features (4 Vehicles)**

- Hardware
  - TransLoc to Provide:
    - Samsung Tab Active 3
      - Static Mount and Case
- Installation
  - TransLoc to provide
- Cellular Data
  - TransLoc to provide

**AVA (4 Vehicles)**

- Stop by stop announcements
- ADA compatible (audio capabilities)
  - Arrival announcements: "Now arriving at..." and/or Departure announcements: "Next stop..."

- *Next stop announcements compatible with systems that utilize set stop orders each run.*
- Geofence editing Support
  - TransLoc Support team will provide initial setup and adjust geofencing for stop announcement triggering
- Hardware
  - TransLoc proprietary AVA Box
    - Utilizing Integration Hardware: Onboard Controller Unit
  - Stand Alone Speakers (if vehicle speaker system is incompatible)
- AVA Speaker Installation
  - TransLoc to provide

### **Training**

- Webinar/emailed manuals and user guides

**EXHIBIT C: NEW CUSTOMER INFORMATION**

<b>Agency Information</b>	
Agency name	Carson City Regional Transportation Commission
Primary Contact in Accounts Payable	
Primary Contact's Email	
Billing Address	
Phone	
Fax	
<b>Billing Information</b>	
Who should receive the invoices?	Alex Cruz - Transit Coordinator
Email address of invoice recipient	Acruz@carson.org
Will you be submitting a purchase order to us?	No, purchase will be made according to quote received by Transloc
Is there a PO number that we will need to put on the invoices?	N/A
We receive payment for invoices via ACH or EFT. Please submit any paper work necessary to complete this request.	
Are you tax exempt? If yes, please email a copy of your Certificate of Exemption to accounting@transloc.com	Yes
Is there any additional information that we should be aware of to ensure timely processing of invoices?	
<b>Marketing &amp; Communications Information</b>	
Name(s) of marketing and PR contact(s)	
Email address(es) of marketing and PR contact(s)	
Are you interested in joint marketing/PR opportunities?	No

**EXHIBIT D: Clauses for Contracts Funded by Federal Grants**

**Lobbying Form**

*For contracts over \$100,000*

**31 U.S.C. 1352**

**2 CFR Part 200 Appendix II (I) 49 CFR Part 20**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, TransLoc, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date \_\_

Print Name of Authorized Official Terry Hinman\_\_

Title Group Leader\_\_

Signature of Authorized Official \_\_\_\_

Company Name TransLoc, Inc.\_\_\_\_\_

Company Address 4505 Emperor Blvd., Suite 120, Durham NC 27703\_\_\_\_\_

**Debarment, Suspension, Ineligibility, and Voluntary Exclusion Requirements and Clauses**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

The bidder or proposer certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Carson City may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Carson City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact Carson City for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Carson City.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S General Administration Service.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Carson City may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form  
(Contracts over \$25,000)**

The contractor certifies, that neither it nor its “principals” as defined in 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date \_\_

Print Name of Authorized Official. Terry Hinman\_\_

Title Group Leader\_\_

Signature of Authorized Official \_\_\_\_

Company Name TransLoc, Inc.\_\_\_\_\_

Company Address 4505 Emperor Blvd., Suite 120, Durham, NC. 27703  
\_\_\_\_\_

**Right to Protest**

**NOTICE OF PROTEST OF AWARD OF CONTRACT** must be in compliance with NRS 338.142 and submitted in writing to the Carson City Purchasing and Contracts Department at City Hall, 201 N. Carson Street, #2, Carson City, NV 89701 within five (5) business days after the date the Administrator of such Department or the City’s Public Works Director, as the City’s authorized representative, makes a recommendation to the award the contract.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the Purchasing and Contracts Administrator, at the time or soon after the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by such authorized representative of the City and the City shall hold the bond or other security until a determination is made on the protest.

A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the City’s Board of Supervisors or Regional Transportation Commission on the protest.

A person who makes an unsuccessful proposal may not seek any type of judicial intervention until the City’s Board of Supervisors or Regional Transportation Commission has made a determination on the protest and awarded the contract.

Neither the City’s Board of Supervisors, Regional Transportation Commission, nor any authorized representative of the City or such public body is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a person who makes a proposal, whether or not the person files a notice of protest pursuant hereto.

If the protest is upheld, any bond posted or other security submitted with or soon after the submission of the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City's Board of Supervisors or Regional Transportation Commission in an amount equal to the expenses incurred by the City or its Board of Supervisors or Regional Transportation Commission because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

#### **7f. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all

contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(L) Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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## STAFF REPORT

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

**Meeting Date:** September 14, 2022

**Staff Contact:** Alex Cruz, Transit Coordinator

**Agenda Title: For Possible Action** – Discussion and possible action regarding a proposed Fixed-Route Rider Policies and Procedures (“Policy”) for Jump Around Carson (“JAC”).

**Staff Summary:** The proposed Policy provides JAC’s fixed-route riders a single reference document to help them navigate and understand JAC’s operations, fares, and rules. Staff is seeking approval of the Policy, which is intended to improve the clarity and readability of existing guidance and policies, as well as incorporate forthcoming changes to JAC fares.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to approve the JAC Fixed-Route Rider Policies and Procedures, as presented, effective on the date JAC’s new fare schedule goes into effect.

### **Background/Issues & Analysis**

JAC currently posts guidelines for its fixed-route riders on the FAQ page of RideJAC.com; however, JAC does not currently have an RTC-approved fixed-route rider policy. Staff reviewed the existing guidance for fixed-route riders, and adapted that guidance into a single document now presented as the Policy that can be distributed to riders at various locations and made available on RideJAC.com. The Policy is intended to provide riders and staff with a single document containing all of the necessary information for riders to safely use JAC’s fixed-route services.

In addition, the Policy incorporates the new fare schedule, which RTC approved at its July 13, 2022, meeting. Those new fares are to be implemented as soon as possible, but no earlier than October of 2022.

RTC approved a policies and procedures document for JAC Assist riders in 2010, and that policy was last amended in April of 2021.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270

### **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: N/A

**Alternatives**

Decline to approve the Policy and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: JAC Fixed-Route Policy and Procedures

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)



JUMP AROUND CARSON (JAC) TRANSIT SYSTEM

# FIXED-ROUTE RIDER POLICIES AND PROCEDURES

Approved by  
Carson City Regional Transportation Commission  
[TBD]



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## JAC Fixed-Route Rider Policies and Procedures – Table of Contents

- 1. Overview**
- 2. JAC Mission**
- 3. Contact Information & Rider Feedback**
- 4. Service Map**
- 5. Schedule**
- 6. Fares**
- 7. Local Transfers**
- 8. Interagency Transfers**
- 9. JAC App**
- 10. Passenger Rights & Rules**
- 11. Bikes, Scooters, Strollers, and Other Personal Items on Board**
- 12. Accessibility/ADA Compliance**
- 13. Alerts & Advisories**
- 14. Beneficiary Rights Under Title VI of the Civil Rights Act**

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## **1. Overview**

Jump Around Carson (JAC) is Carson City's public transit system serving the community with a fleet of bright white, green and purple buses that feature a sleek, hopping jackrabbit (a Northern Nevada icon). JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission (RTC).

This guide provides riders of JAC's fixed-route service a single reference document helping them to navigate and understand the operation, costs, and rules of the transit system.

## **2. JAC Mission**

JAC strives to provide safe, dependable, and friendly transit service to the residents and visitors of Carson City, Nevada. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

## **3. Contact Information & Rider Feedback**

We strive to make riding JAC an enjoyable experience, and we're always looking for ways to improve our service. We welcome your comments and suggestions. Here's how to contact us:

Physical and Mailing Address:

Jump Around Carson  
3770 Butti Way  
Carson City, NV 89701

Phone: (775) 841-RIDE (7433)

E-mail: [JAC@carson.org](mailto:JAC@carson.org)

Office Hours: Monday-Friday, 6:30 am to 7:30 pm; Saturday, 8:30 am to 4:30 pm (except holidays)

Carson City Transit Coordinator

Phone: (775) 283-7583

# 4. Service Map



## 5. Schedule

JAC operates 4 fixed-route buses shown on the map in **Section 4: Service Map**.

JAC buses run:

- Monday through Friday from 6:30am to 7:30pm,
- Saturdays from 8:30am to 4:30pm.

Buses depart the Downtown Transfer Plaza on N. Plaza Street (in front of the Federal Building) every 60 minutes.

Real-time bus arrival information can be accessed via the JAC App. Search “Jump Around Carson” in the app store; available for iPhone and Android users. You can also contact JAC Customer Service at (775) 841-RIDE (7433) for scheduling and routing assistance.

JAC buses do not operate on Sundays or the following major holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

JAC Buses also operate on a Saturday Schedule on the following holidays:

- Martin Luther King Jr. Holiday
- Presidents Day
- Juneteenth
- Nevada Day
- Veterans Day
- Family Day

## 6. Fares

If paying with cash, please have the exact change available, as drivers cannot make change. Transfers are free and must be requested when you get on the bus and present your cash or contactless fare. Children ages 4 and under ride free.

	Single Ride Fares	Monthly Pass
Adult (18-59)	\$1.50	\$40.00
Youth (5-17)	\$0.75	\$20.00
Senior (60+)	\$0.75	\$20.00
Military/Disabled/Medicare	\$0.75	\$20.00

\*See Senior Bus Pass section below

Reduced fare ID cards are available at the JAC Office for your convenience. This card may be used to provide proof of eligibility for the reduced fare or to purchase reduced fare bus passes. Other forms of acceptable forms of ID include a school issued student ID, Military ID, or Medicare cards.

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## Passes & Contactless Fares:

Bus passes and contactless payment are more convenient than cash and can offer discounted fares. A variety of pass options are available including:

- Contactless fares – JAC offers a contactless fare payment system through use of a mobile, cellular phone application (mobile app). Visit [www.ridejac.com](http://www.ridejac.com) for additional information.
- Single ride passes - Single rider passes are available if you know in advance you are planning to ride the bus for a limited time.
- Monthly passes - monthly passes are valid for unlimited rides for 30-days following purchase of the bus pass.
- Yearly senior bus passes - Yearly senior bus passes (described below) are valid for unlimited rides within the 365 days following receipt of application.

JAC no longer offers 10-ride passes.

## Where to Purchase Tickets:

Single ride and monthly bus passes are available for purchase through JAC's mobile app, at [www.ridejac.com](http://www.ridejac.com), or at the following locations in Carson City.

- Jump Around Carson Operations Office, 3770 Butti Way
- Treasurer's Office, City Hall, 201 N. Carson St.
- Carson City Library, 900 N. Roop St.
- Carson City Senior Citizens Center - **SENIOR BUS PASSES ONLY**, 911 Beverly Dr.
- Western Nevada College Bookstore, 2201 W. College Parkway

## Senior Bus Pass Program:

JAC offers unlimited free rides on the regular fixed-route system for seniors participating in the Senior Bus Pass Program. Seniors can participate in this program by registering with JAC at the Carson City Senior Citizens Center at 911 Beverly Drive or the JAC Office at 3770 Butti Way during normal business hours. To receive a free Senior Bus Pass, seniors need to be age 60 or older, complete a registration form, and present the completed registration to a representative at the Senior Center front desk. Passes are valid for unlimited rides on the regular fixed-route service for an entire year (generally July 1 to June 30), subject to funding availability.

## 7. Local Transfers

Transfers between JAC buses are free to customers with paid fares, and are possible at the Downtown Transit Center or at any stop serviced by more than one route. Transfers are issued to go directly from one bus to another to complete a trip in one direction only. They must be used within one hour of the time they are issued, and cannot be used to get back on the same bus. Transfers cannot be used to go between Routes 2A and 2B.

When boarding the bus, please let the operator know if you plan to transfer. As necessary, the operator will give you a transfer slip and ensure that your next bus waits for you at the

Downtown Transit Center. Buses normally leave the Transit Center at a scheduled time. If you fail to notify the bus operator of your desire to transfer, you run the risk of your connecting bus departing the station without you. Transfer slips will only be accepted at the Downtown Transit Center or at bus stops served by both the line from and to which you are transferring (ex. transfers may be made from Line 1 to Line 2A only at a bus stop served by both Lines 1 and 2A).

## **8. Interagency Transfers**

- **RTC Regional Connector – RTC Washoe**

If you're traveling from Carson City to Reno, RTC Regional Connector accepts transfers from JAC at a reduced fare. Passholders who present proof of fare payment on JAC will only need to pay the difference between the fare cost to ride the RTC Regional Connector.

If you're traveling from Reno to Carson City, you can receive a transfer to JAC at no cost with proof of payment.

For more information about RTC Regional Connector schedules and fares, please visit <https://www.rtcwashoe.com/routes/rtc-intercity/>.

- **Valley Express Daily – Tahoe Transportation District**

If you're traveling from Carson City to Minden/Gardnerville, the Valley Express Daily is a great option. The Valley Express is currently operating fare free and accepts transfers from JAC at no cost.

If you're traveling from Minden/Gardnerville to Carson City, you can receive a transfer to JAC at no cost.

For more information about Valley Express Daily schedules and fares, please visit <https://www.tahoetransportation.org/routes/19x/>.

## **9. JAC App**

The JAC App provides real-time arrival times and location information for JAC fixed-route service throughout Carson City and will allow you to purchase contactless fares. The app is available for iPhone and Android smartphones and can be downloaded for free from the respective App Store by searching "Jump Around Carson". Features of the JAC App include:

- Real-time location of the buses
- Routes displayed on an interactive map
- Bus location-based ETAs
- Arrival notifications
- Route Schedules
- Contactless fares

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## **10. Passenger Rights & Rules**

JAC prides itself on fulfilling its obligation to transport the public in a safe and efficient manner, and strives to provide a pleasant and clean atmosphere for all riders. The following customer rights, rules, and responsibilities ensure that JAC may consistently operate a high-quality transit service.

### **PASSENGER RIGHTS:**

All JAC passengers have the right to:

- A safe, comfortable, clean bus.
- Easily accessible and reliable schedule information.
- Respectful, helpful service from bus operators and all JAC employees.
- Courtesy from other passengers.
- Ride with a service animal. All other pets and animals must be in a pet carrier.
- Tell us about our service, and how we can improve. Please see Section 3 regarding rider feedback for more information.

### **GENERAL RULES:**

All JAC passengers must abide by the following rules:

- No eating or drinking (except water or when medically necessary).
- No smoking or use of tobacco products including e-cigarettes and vapor products.
- No illegally possessing, using, or selling any controlled substance.
- No unsafe, unruly, disruptive, or inappropriate behavior.
- No gambling.
- No spitting, urinating, defecating, nudity, or inappropriate exposure.
- No foul language, loud conversation, or insults/threats directed at the bus operator or other riders.
- No playing of music in a way that is disruptive to the bus operator or other passengers.
- No loitering, begging, or soliciting of any kind.
- No littering, defacing, vandalizing, or destroying of property, City-owned or otherwise.
- No flammable and/or toxic items, including but not limited to gas cans, car batteries, and paint.
- Firearms are not allowed on JAC buses.
- Please don't smoke in the bus shelters.

## **11. Bicycles, Scooters, Strollers, and Other Personal Items Onboard**

### **Bicycles:**

JAC invites cyclists to ride with us! Each JAC bus is furnished with an easy-to-use bike rack on the front of the bus which holds up to two bikes. Please note that bike racks are available on a first-come, first-serve basis. If the bike rack is full, the cyclist will need to wait for the next bus. Bikes are not allowed inside the bus unless they are foldable.

Loading Your Bike:

1. Prepare to load your bike as the bus approaches by removing water bottles, pumps, or any loose items that might fall off.
2. Ensure that you have the bus operator's attention before stepping in front of the bus to load your bike.
3. Once in front of the bus, use one hand to hold your bike and the other hand to squeeze the handle and lower the rack.
4. Lift your bike onto the rack, putting the wheels into the slots. Each slot is labeled as either front or back.
5. Raise the wheel lock arm next to the front tire slot over the top of the front tire. Make sure the arm is holding your bike securely, and that the hook is resting on the bike tire, not the frame.

#### Removing Your Bike:

1. Before exiting the bus, inform the driver that you will be removing your bike.
2. Once at the bike rack, raise the lock arm off the bike's front tire, and return it to the base.
3. Lift your bike off the bike rack, and if there is not another bike on the rack, return the rack to the upright position.
4. Step onto the sidewalk and indicate to the bus operator that you are clear of the bus. Never cross the street in front of the bus.

#### Notes

- There is no charge for using the bike rack.
- Only single seat, two-wheeled bikes will be permitted on the rack.
- Riders are responsible for loading, securing, and unloading their bikes in a safe and timely manner. Bus operators will not get off the bus to assist.
- Use of bike racks is at your own risk. JAC is not responsible for personal injury, property damage, or property loss arising from use of the bike rack.
- In the event that you forget to unload your bike, please call JAC Customer Service at (775) 841-RIDE (7433) to report it missing. Advise the JAC representative of the time of your trip, the bus or route number, and any other details you can recall.

#### **Scooters:**

Scooters of certain types are welcome on JAC buses. Scooters are defined as two-wheeled mobility devices that are either self-balanced or balanced by the rider and may include electric and non-electric balancing scooters. Non-electric scooters must be capable of being transported by the owning individuals. Examples include any kick or push scooters with handlebars. Electric scooters are defined as battery-operated, self-balancing two-wheeled scooters designed to transport a person. They are also known as Segways (manufacturer name), gyroscopic mobility devices, or automatic balancing wheeled conveyances. Motorcycles, mopeds, motor scooters, motorized bicycles (electric or gasoline-powered), and other similarly motorized wheeled conveyances are not considered scooters.

Electronic and non-electric balancing scooters shall be permitted on JAC buses and at JAC facilities under the following conditions:

- All users must remain in control of their device at all times.

- Devices must be turned off or in Power Assist mode while boarding, exiting or while on a vehicle.
- Riding, sitting, or standing on the scooter while on a vehicle is prohibited.
- Users must remain with but not on their scooter during travel.
- Scooters must be safely and securely stowed while on vehicle and not stored in the center aisle.
- Users must yield to pedestrians at all times.
- Any person bringing a scooter on the transit vehicle must be physically able to load, stow, and unload the device, or be accompanied by someone who will provide this assistance.
- JAC personnel will not assist with loading/unloading or storing devices, however, upon request, the driver will deploy ramps for use in boarding/exiting buses.
- If the scooter is occupying a wheelchair space and the user does not possess a Reduced Fare Card, he/she must yield space to wheelchair users as required.

**Motorcycles, mopeds, motor scooters, motorized bicycles:**

Motorcycles, mopeds, motor scooters, motorized bicycles (electric or gasoline-powered), and other similarly motorized wheeled conveyances are not permitted on JAC buses, or on JAC bus bike racks.

**Strollers and Other Personal Items:**

JAC welcomes strollers, portable shopping carts, walkers, and other personal/mobility items. Rider must be in control of personal/mobility items for the duration of their trip and ensure items can be kept clear of the center aisle while the bus is in motion. If an item is too large, too heavy, or poses a risk to the bus operator or passengers, the bus operator may refuse service to the passenger.

JAC strives to provide transit service to all riders. Please refer to Section 12: Accessibility/ADA Compliance for information regarding riding the bus with a wheelchair or mobility device.

**12. Accessibility/ADA Compliance**

JAC is committed to providing a reliable, safe, convenient transit experience to all riders, including seniors and people with disabilities. All buses are fully accessible and comply with the principles and standards set forth in the Americans with Disabilities Act of 1990 (ADA). JAC bus operators shall make use of all accessibility equipment and features. In addition, JAC shall make public information and communications available in accessible formats. If you are unable to ride JAC fixed-route, visit [www.ridejac.com](http://www.ridejac.com) to see if you qualify for JAC Assist paratransit service. The following are the policies and procedures JAC is committed to following in order to ensure an accessible experience for all.

- Accessibility

JAC welcomes all wheelchairs and mobility devices onboard so long as the lift/ramp can accommodate the device and user, and there is space on the bus. If there is not space, bus operators shall notify the user to catch the next bus. JAC shall deploy lifts or ramps for anyone who would like it, including standees, upon request. During the trip, all wheelchairs/mobility devices must be secured using onboard securement

systems. Upon request, JAC bus operators shall assist riders with the use of these securement systems and shall leave his/her seat if necessary to provide assistance. For the passenger's own safety, JAC bus operators may recommend, but not require, passengers using a mobility device to transfer to a seat. JAC shall permit a passenger who requests to use a lift or ramp to board or disembark from a vehicle at any designated stop, unless the lift or ramp cannot be deployed, the lift or ramp will be damaged if it is deployed, or temporary conditions preclude the safe use of the stop by all passengers (i.e., the stop is "closed" for the duration of the condition). JAC shall not deny service to individuals using respirators or portable oxygen. Passengers may bring a reasonable supply of portable oxygen with them on the vehicle, but oxygen tanks must be secured while the vehicle is in motion. JAC shall ensure adequate time for individuals with disabilities to board or disembark a vehicle.

- **Wayfinding/Orientation**

JAC shall make stop announcements using the PA system or a loud, clear voice at transfer points, major intersections, destination points, intervals along the route to orient passengers, and any stop upon request. When more than one route serves a stop, the external speaker shall be used to provide a means by which an individual with a visual or other disability can identify the route on which he or she wishes to travel.

- **Service Animals**

Service animals can accompany individuals with disabilities in vehicles and facilities. The United States Department of Transportation (DOT) ADA regulations define a service animal as any animal individually trained to work or perform tasks for an individual with a disability, including but not limited to guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders and sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. JAC shall not require a person with a disability to certify or register a service animal, nor require passengers to make prior arrangements when boarding a fixed route vehicle with a service animal.

- **Priority Seating Areas**

JAC vehicles used in fixed route service shall have signs designating priority seating for elderly persons and persons with disabilities. When an individual with a disability needs to sit in a seat or occupies a wheelchair securement location, JAC bus operators shall ask the following persons to move in order to allow the individual with a disability to occupy the seat or securement location: (1) individuals sitting in a location designated as priority seating who would not be considered elderly persons or persons with disabilities (or other seat as necessary); and (2) individuals sitting in a fold-down or other movable seat in a wheelchair securement location. JAC bus operators may make, but are not required to enforce, the request.

- **Reasonable Accommodation**

Individuals with disabilities may request that JAC make a reasonable accommodation in order for that individual to fully use transit services. All requests should be made in

advance by calling (775)841-RIDE (7433) or sending an email to JAC@carson.org. JAC will accommodate requests that:

- Do not alter the fundamental nature of the service, program, or activity
  - Do not cause a direct threat to the health or safety of others
  - Do not result in an undue financial and/or administrative burden
  - Will allow the requestor to use the service provided by JAC
- Maintenance/Guarantee of Service

JAC bus operators shall immediately report any in-service lift or ramp failures. If a lift or ramp failure occurs on a route where the headway is greater than 30 minutes and the passenger cannot be served, JAC shall provide alternative service promptly. In the event that there is no spare vehicle available and JAC would be required to reduce service to repair the lift or ramp, JAC may keep the vehicle with the inoperable lift or ramp in service no more than three days. A vehicle with a lift or ramp failure shall be removed from service as soon as practicable; and the lift or ramp shall be repaired before the vehicle is returned to service.

### **13. Alerts and Advisories**

JAC strives to be a reliable, safe transit service for all riders, but delays can happen for various reasons. JAC will attempt to notify riders as quickly as possible, with due consideration for safety, security, and operational priorities. For up-to-date information, riders should visit [www.ridejac.com](http://www.ridejac.com). Riders will also be notified of any service alerts/advisories through the JAC phone app.

### **14. Beneficiary Rights Under Title VI of the Civil Rights Act**

JAC is committed to ensuring that no person shall, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance, and that no discrimination takes place in any of the programs it and its subrecipients operate. To obtain more information on JAC's nondiscrimination obligations, send a written request to 3770 Butti Way, Carson City, Nevada 89701 or visit:

<https://www.carson.org/home/showpublisheddocument?id=59060>.

If anyone feels that he/she/they or others protected by Title VI have been discriminated against, a complaint may be filed by completing the form at the link below and sending it to: Transportation Manager, 3505 Butti Way, Carson City, NV, 89701, RE: Title VI Complaint. A complainant may also file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Title VI Complaint Form is available at [www.ridejac.com](http://www.ridejac.com) available here:

<https://www.carson.org/home/showpublisheddocument/59034/636577415773170000>

*Enjoy your ride!*



## STAFF REPORT

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

**Meeting Date:** September 14, 2022

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. PR214-21-063 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) increasing the Agreement funding from NDOT from \$626,595.90 to \$784,490.63, with a corresponding local match increase under the Agreement from \$31,329.80 to \$39,224.53, to fund a Safe Routes to School Master Plan for Douglas County (“Douglas County Plan”) through the Western Nevada Safe Routes to Schools Program (“WN-SRTS Program”); and (2) authority for the Transportation Manager to sign the Amendment as well as future amendments to the Agreement to extend the time for performance or to approve funding changes not exceeding 10% of the amended Agreement amount.

**Staff Summary:** The WN-SRTS Program was established in 2017 and serves Kindergarten through 8<sup>th</sup> grade students within Carson City and Douglas, Lyon, and Storey Counties. If approved, the Amendment will support development of the Douglas County Plan using professional services and other associated project management activities. The Amendment increases the funding from NDOT by \$157,894.73 and increases local match obligation by \$7,894.73.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 Minutes

### **Proposed Motion**

I move to approve Amendment 1, as presented, and to authorize the Transportation Manager to sign the Amendment as well as future amendments to the Agreement that extend the time for performance or approve funding changes not exceeding 10% of the amended Agreement amount.

### **Previous Actions**

May 12, 2021 – The Carson City Regional Transportation Commission approved the Agreement.

### **Background/Issues & Analysis**

The WN-SRTS Program is operated and managed by Carson City Public Works and provides guidance and services to schools in Carson City and Douglas, Lyon, and Storey Counties through a cooperative, monetary agreement with NDOT.

In 2020, a Carson City Safe Routes to School Master Plan was approved by the RTC which identifies projects and safety improvements encompassing a 1-mile radius around eight schools in Carson City. It has proved to be a successful document that has guided the WN-SRTS Program and Carson City Public Works to make transparent and meaningful investments to the infrastructure around schools. This amendment will support development of a Douglas County Plan to be used to provide these same types of improvements for students in Douglas County to walk, bike, and roll to school. With the goal of eliminating student crashes that result in

injury or death, the WN-SRTS Program and Douglas County can use the Douglas County Plan to help reach that goal by preparing safer infrastructure and meaningful programmatic changes. It will provide guidance for making strategic investment decisions related to future infrastructure and funding opportunities.

The WN-SRTS Program is committed to creative outreach, listening for instructional feedback and inclusive partnership within the community. The program aims to achieve a variety of objectives by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools. The WN-SRTS Program aims to reverse the decline in children walking and bicycling to schools. In turn, this can increase students' safety during the school commute and reduce traffic congestion around schools. The program strives to deliver quality programming that meets the diverse needs of the populations we serve.

Successful Safe Routes to Schools projects change the way students and parents choose to travel to and from school. Working with a wide range of community partners including law enforcement, planning and public works, school districts, and non-profit organizations, this Douglas County Plan can induce mode shifts and increase safety for students while promoting healthy lifestyles, improving academic achievement, and most importantly, having fun walking, biking, and rolling to school.

Through the Amendment and associated increase in funding, the WN-SRTS Program will continue to engage with new and existing partners and develop innovative strategies to meet the goals of the Federal Safe Routes to School Program.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name / number: Project G304017001 Safe Routes to School, Regional Transportation fund, Federal Grants revenue account / 2503082-431010, and expense accounts 2503040-500625.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The project is federally funded through Cooperative Agreement P214-21-063 with NDOT. The Amendment increases the Agreement amount by \$157,894.73. The new available project budget will be \$784,490.63. The required 5% local match for this Agreement is provided as in-kind match; consequently, no additional local match is required to be budgeted. A draft interlocal agreement with Douglas County is also being developed to support the project and will be brought to the Board at a future meeting. Federal grant funding (revenue) and project expenses in the amount of \$157,894.73 will be added into the Fiscal Year 2023 budget during the first round of augmentation in January/February 2023.

**Alternatives**

Do not approve the Agreement and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: Amendment No. 1 to Safe Routes to School Agreement No. PR214-21-063

-Exhibit-2: Cooperative Agreement No. PR214-21-063

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

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Amendment No. 1 to  
Safe Routes to School Agreement No. PR214-21-063

This Amendment is made and entered into on \_\_\_\_\_, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson City Public Works, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, on July 8, 2021, the parties entered into Agreement No. PR214-21-063 to carry out the Safe Routes to School Program (SRTS Program); and

WHEREAS, the amount to be paid to SUBRECIPIENT must be increased by One Hundred Fifty-Seven Thousand Eight Hundred Ninety-Four and 73/100 Dollars (\$157,894.73) due to the need for acquiring a Consultant to produce another SRTS plan for Douglas County; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR214-21-063.

NOW, THEREFORE, the parties agree as follows:

1. Article III, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:  
 "1. The maximum dollar amount that is reimbursable under this Agreement shall not exceed Seven Hundred Eighty-Four Thousand Four Hundred Ninety and 63/100 (\$784,490.63). Seven Hundred Forty-Five Thousand Two Hundred Sixty-Six and 10/100 (\$745,266.10) will come from Federal STBG Transportation Alternatives Fund. Thirty-Nine Thousand Two Hundred Twenty-Four and 53/100 (\$39,224.53) will come from the local Match Approval of reimbursement will be contingent upon receipt of invoice and supporting documentation, verification, and inspection (as appropriate) of work completed as specified in Attachment A, attached hereto and incorporated herein.
2. All of the other provisions of Agreement No. PR214-21-063 dated July 8, 2021, shall remain in full force and effect as if fully set forth herein.

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

Carson City Public Works

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

\_\_\_\_\_

\_\_\_\_\_

Director

\_\_\_\_\_  
Name and Title (Print)

Approved as to Legality and Form:

DocuSigned by:  
*Shane Chesney*  
\_\_\_\_\_

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Deputy Attorney General

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Agreement Number PR214-21-063

NEVADA SAFE ROUTES TO SCHOOL PROGRAM  
SUBRECIPIENT'S AGREEMENT FOR NON-INFRASTRUCTURE ACTIVITIES

This Agreement is made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Carson City Public Works, 3505 Butti Way, Carson City, NV 89701, hereinafter called "SUBRECIPIENT".

WITNESSETH:

WHEREAS, 23 USC 402 provides the Federal Highway Administration Office of Safety funds for the establishment and carrying out of a Safe Routes to School Program (SRTS Program) for the benefit of children in primary and middle schools; and

WHEREAS, the purposes of 23 USC 402 are (1) to enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, amounts apportioned to the State of Nevada, pursuant to 23 USC 402, shall be administered by the DEPARTMENT; and

WHEREAS, before Federal-Aid will be made available, the SUBRECIPIENT and DEPARTMENT shall be required to enter into an agreement whereby the functions of the PROJECT are identified; and

WHEREAS, the SUBRECIPIENT and the DEPARTMENT have developed a PROJECT proposal that has been approved for funding; and

WHEREAS, the SUBRECIPIENT is eligible to receive 23 USC 402 funds:

WHEREAS, the PROJECT has been approved for Federal Transportation Alternatives (TA) funds CDFA (Code of Federal Domestic Assistance) Number 20205; and

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

ARTICLE I - PURPOSE OF AGREEMENT

1. The purpose of this Agreement, and as further set forth within the SUBRECIPIENT'S application, attached hereto and incorporated herein as Attachment A, is to provide Safe Routes to School initiatives related to Education, Engagement, Encouragement, Evaluation, Engineering, and Equity, hereinafter referred to as "PROJECT", and to state the terms, conditions, and mutual understanding of the parties as to the manner in which the PROJECT will be undertaken and completed. This Agreement provides for funding of the Western Nevada Safe Routes to School Program for July 1, 2021 through September 30, 2023.

ARTICLE II - SCOPE OF PROJECT

1. This Agreement provides for the continued funding of the SUBRECIPIENT'S Safe

Routes to School Coordinator and associated activities within Carson City, Douglas, Lyon and Storey Counties for two (2) years and two (2) months. These activities will facilitate (1) enabling and encouraging children including those with disabilities, to walk and bicycle to school; (2) making bicycling and walking to school a safer and more appealing transportation alternative; and (3) facilitating the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

#### ARTICLE III - REIMBURSEMENT

1. The maximum dollar amount that is reimbursable under this Agreement shall not exceed Six Hundred Twenty-Six Thousand Five Hundred Ninety-Five and 90/100 (\$626,595.90). Five Hundred Ninety-Five Thousand Two Hundred Sixty-Six and 10/100 (\$595,266.10) will come from Federal STBG Transportation Alternatives Fund. Thirty-One Thousand Three Hundred Twenty-Nine and 80/100 (\$31,329.80) will come from the local Match Approval of reimbursement will be contingent upon receipt of invoice and supporting documentation, verification, and inspection (as appropriate) of work completed as specified in Attachment A, attached hereto and incorporated herein.

2. The SUBRECIPIENT agrees to invoice quarterly.

3. This agreement is based on Federal Funds being made available through the Federal Highway Administration. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR (CFR) must be followed.

#### ARTICLE IV - PERFORMANCE

1. Activities and purchases outlined under this agreement which are implemented or expended prior to the date of a written "Notice to Proceed" has been transmitted by the DEPARTMENT to the SUBRECIPIENT will not be eligible for reimbursement.

2. The term of this Agreement shall be from the date first written above and shall run through and including September 30, 2023.

#### ARTICLE V - USE OF PROJECT VEHICLES AND EQUIPMENT

1. Equipment funded under this agreement may only be used by the SUBRECIPIENT within two (2) miles of an elementary or middle school (schools K-8) as defined 23 USC 402.

2. Equipment purchased with federal funds that are no longer needed for its original purpose or program or for other activities currently or previously supported by a federal agency are to be disposed of according to Title 49 CFR 18.30.

#### ARTICLE VI - RECORDS AND REPORTS

1. The SUBRECIPIENT shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The SUBRECIPIENT shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

2. It is expressly understood that the DEPARTMENT and the FHWA shall have access to such records of the SUBRECIPIENT as pertain to all matters arising under this Agreement, and the SUBRECIPIENT will retain records subject to audit, for three (3) years from

the ending date of this Agreement.

## ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar days written notice by mutual consent of both parties, or unilaterally by either party without cause.

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. The SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws, and regulations.

2. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR must be followed by the SUBRECIPIENT. These references can be found at [www.access.gpo.gov](http://www.access.gpo.gov).

3. The SUBRECIPIENT and all successors, executors, administrators, and assigns of the SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

4. No member, officer or employee of the SUBRECIPIENT during his or her tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

5. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FHWA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the State of Nevada.

6. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) calendar days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

7. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid for the fiscal year budget in existence at the time of the breach.

8. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

Venue for any such actions shall be in Carson City.

9. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement.

10. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

11. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the SUBRECIPIENT's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

12. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

13. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement, and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

16. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

17. This Agreement, and the attachments thereto: Attachment A - "Application" constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

SUBRECIPIENT:  
Carson City Public Works

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

DocuSigned by:

*Lucia Maloney*

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Lucia Maloney, Transportation Manager

DocuSigned by:

*Kristina Swallow*

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Director

Approved as to Form:

DocuSigned by:

*Adam Tully*

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Adam Tully, Deputy District Attorney

Approved as to Legality and Form:

DocuSigned by:

*Shane Chesney*

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Deputy Attorney General

# **Western Nevada Safe Routes to School TAP FFY 2021- FFY 2023**



Carson City Public Works Department is requesting non-infrastructure Transportation Alternatives Program (TAP) funding in the amount of \$596,758 with a 5% match from local funds of \$29,837 for a total of \$626,595 to continue the successful Western Nevada Safe Routes to Schools Program (WN-SRTS). Please see Appendix A for projected WN-SRTS budget from FFY 2021-FFY 2023. Western Nevada Safe Routes to Schools has been providing exceptional active transportation programming for children and families in the Western Nevada Region since 2012. The Western Nevada Region includes Carson City, Douglas County, Lyon County and Storey County. This funding request represents a commitment to continue and expand the WN-SRTS program through FFY2023.

The Western Nevada Safe Routes to Schools Program continues to grow and adapt to best serve our communities. Continued funding through TAP allows the program to extend high quality, equitable bicycle and pedestrian safety education, enforcement, engineering, and encouragement to Western Nevada's children. In June, 2020, the Safe Routes Partnership announced a shift from supporting Enforcement to promoting Engagement as one of the 6 essential "E's" of the Safe Routes to School Program. WN-SRTS is committed to creative outreach, listening for instructional feedback and inclusive partnership within the community. The program aims to achieve a variety of objectives by creating safe, convenient, and fun opportunities for children to bicycle and walk to and from schools. WN-SRTS aims to reverse the decline in children walking and bicycling to schools. In turn, this can increase students' safety during the school commute and reducing traffic congestion around schools. The program strives to deliver quality programming that meets the diverse needs of the populations we serve.

Successful Safe Routes to Schools projects change the way students and parents choose to travel to and from school. Working with a wide range of community partners including law enforcement, planning and public works, school districts, and non-profit organizations, this funding opportunity can induce mode shifts and increase safety for students while promoting healthy lifestyles, improving academic achievement, and most importantly, having fun.

WN-SRTS has had many past successes over the years. Recently, the current WN-SRTS Coordinator was able to build on successful programs like the WN-SRTS Champions and successfully partnered with the Carson City Sherriff's Office for increased safety outreach around Carson City schools. The WN-SRTS Coordinator also launched a pedestrian safety education campaign with posters across Carson City on JAC bus shelters. WN-SRTS completed a Bicycle and Pedestrian Safety Study for eight Elementary and Middle schools in Carson City. This safety study detailed existing walking and biking barriers for each school and methodologies for mending these barriers. In June, 2020, the Carson City Board of Supervisors approved an ordinance to revise and expand Carson City School Zones, which has not been done since 1992. The Carson City School Zone extensions were supported by both the Carson City School District Superintendent and the Carson City Sherriff's Office.

WN-SRTS serves a diverse mix of schools, from urban schools in Carson City to rural schools along state highways. One unique aspect of the program is its adaptability to meeting the needs of each individual school. Program activities at each school are tailored to complement each school's environment, available resources, and desired objectives. Each school's program includes education and encouragement programs, as well as, advocacy to support safe walking and bicycling. Program activities are variable and may include *Walking Wednesdays*, *Trekking Thursdays*, bike trains, in-class safe pedestrian and bicyclist education for K-8, and encouragement days. All WN-SRTS activities are designed to ensure students experience the benefits of

physical activity and knowledge to empower students to walk or bike to school independently and safely.

The WN-SRTS program incorporates the Six E's: Education, Encouragement, Engineering, Enforcement, Evaluation, and Equity. Each of these goals contributes to the overall success of the program. In June, 2020, the Safe Routes Partnership announced a shift from supporting Enforcement to promoting Engagement as one of the 6 essential "E's" of the Safe Routes to School Program. WN-SRTS supports this new initiative and is looking forward to active Engagement within the Western Nevada community. In the following paragraphs, each of the "E's" is illustrated through representative program activities. While this is not an exhaustive list of all program activities, it clarifies how these principles guide our daily activities and long-term strategy, and represents the types of activities that can be expected if this proposal is funded.

Education is one of the key aspects of the WN-SRTS Program, and we are pleased to be able to offer a variety of educational resources to participating schools and partner organizations. For this new funding cycle, WN-SRTS will support ongoing bike education weeks at Carson City School District (CCSD), Douglas County School District (DCSD), Lyon County School District (LCSD) and Storey County School District (SCSD) by providing children's helmets, maintenance of bikes, and WN-SRTS Champion support. A Helmet Educator's program will be developed to teach Middle School student volunteers how to fit helmets for elementary students. If the Safe Routes to All Schools Act (or a similar bill) is passed and enacted to expand Safe Routes to School eligibility to High Schools, WN-SRTS proposes to set aside funding for a Bicycle and Pedestrian Friendly Driver Program directed to high school students learning how to drive. The Bicycle and Pedestrian Friendly Driver Program teaches drivers what it is like to ride a bicycle on a busy road, or cross a multilane road as a pedestrian so that new drivers can understand how and why bicyclists and pedestrians move and how to drive safely with bicycles and pedestrians. Finally, WN-SRTS will regularly create safety outreach with NDOT and the Sheriff's Office for "Thank you for Driving Safely" campaigns directed at drivers in school zones and educational outreach to encourage safe driving and safe walking and biking. "Thank you for Driving Safely" campaigns started in Las Vegas through Safe Routes to School. Outreach campaigns like these are an effective reminder to drivers and parents to be aware and safe while driving in school zones.

The Encouragement aspect of the WN-SRTS program is designed to promote active transportation and help kids and families see that choosing to walk or bike is not only a healthy choice, it's also fun! Schools choose to participate in special events like Walk to School Day, Bike to School Day, and Nevada Moves Day. More schools are adding additional encouragement days and programs, like *Be Bold, Walk in the Cold* winter walking days and *Walking Wednesday* programs that last throughout the school year. Schools can receive small incentives (slap bracelets, stickers, pencils) for participating in events, or schools can choose to hold raffles for more substantial prizes (bikes, scooters, helmets). As more schools add programming and the number of participants increases, we foresee a need for additional incentives to promote the program while a culture of walking and biking is built at the schools.

If approved, a WN-SRTS incentive program will be laid out in the Carson City School District Achievement Level Program. The Carson City School District Achievement Level Program contains details of how WN-SRTS will support national, statewide and school events for Carson City School District. Once situated in Carson City, The School District Achievement Level Program can be implemented in Douglas, Lyon and Storey Counties. Please see Appendix B for an example of the Carson City School District Achievement Level Program.

WN-SRTS recognizes that the built environment around a school is a primary determinant of whether or not kids and families choose active transportation. Engineering is a critical part of creating long-term change by improving safety and comfort for non-motorized users. A comprehensive list of infrastructure projects was created for Carson City as part of the Bicycle and Pedestrian Safety Study in 2020, funded with a previous SRTS grant. The Bicycle and Pedestrian Safety Study identified three major areas of focus based on parent and student surveys taken in 2019.

For this funding cycle, Carson City and WN-SRTS will focus future infrastructure projects to support 1. Safer intersections and crossings 2. Improved sidewalks and continuous pathways and 3. Slowing traffic along route to school. This is a long-term plan that identifies where and what improvements are necessary to improve safety for pedestrians and bicyclists in Carson City. WN-SRTS plans to contract with a planning and design firm to conduct Bicycle and Pedestrian Safety Studies for Douglas and Lyon counties. Moving forward, the Bicycle and Pedestrian Safety Studies and subsequent recommendations will help strengthen WN-SRTS's ability to prioritize Champion outreach, improve communication between WN-SRTS and Lyon and Douglas counties, anticipate and prioritize infrastructure projects necessary for improving pedestrian and bicyclist safety.

Transportation planners and engineers work collaboratively with WN-SRTS to help improve the infrastructure environment around schools. Whether participating in Walk Audits, reviewing plans, or designing and implementing interventions, these professionals' expertise is a valuable resource to this program. One recent example of this partnership is the incorporating of the Carson City's School District Bicycle and Pedestrian Safety Study findings into the Regional Transportation Plan 2050. The findings include detailed infrastructure and programmatic recommendations for Carson City's eight Elementary and Middle Schools.

In June, 2020, the Safe Routes Partnership announced a shift from supporting Enforcement to promoting Engagement as one of the 6 essential "E's" of the Safe Routes to School Program. WN-SRTS is excited to focus on Engagement to grow support for the program. In the Stanford Innovation Review Journal in 2016, Melody Barnes and Paul Schmitz described the importance of community engagement, "Engaging a community is not an activity that leaders can check off on a list. It's a continuous process that aims to generate the support necessary for long-term change. The goal is to encourage intended beneficiaries not just to participate in a social change initiative but also to champion it." With this new grant, WN-SRTS strives for persistence, patience and partnerships within the Western Nevada Region.

One of the cornerstones of the WN-SRTS program is successful partnerships. Western Nevada Safe Routes to Schools enjoys support from a wide variety of community partners, including law enforcement, public works and transportation agencies, non-profit organizations, and health providers.

In past programs, Enforcement was encouraged as one of the 6 essential "E's" of a Safe Routes to School Program. WN-SRTS has worked with and will continue to partner with law enforcement agencies to improve safety, and also conducts low-level enforcement activities, including passing out NDOT-supplied School Zone Safety Cards and providing education to parents during the drop-off and dismissal periods. WN-SRTS has a very strong relationship with the Carson City Sheriff's office (CCSO). The CCSO has rolled out safety campaigns and regularly communicates with the public about safety in school zones.

In the next funding cycle, the CCSO, WN-SRTS and NDOT plan to work together for school zone safety campaigns like “Thank you for Driving Safely”. CCSO, WN-SRTS, and Carson City Public Works IT are compiling baseline data on CCSO citations within school zones. This data will inform WN-SRTS on the number, frequency and method of infraction (speeding, U-turn, failure to stop at crosswalk). WN-SRTS will use this information to prescribe safety outreach and education for each school zone.

WN-SRTS uses surveys, tallies, safety audits and asset management to determine the best course of action. Evaluating data is key to determining the scope and success of a Safe Routes to School program. This program collects data on a number of different program activities, such as school participation in special events, student travel tallies, numbers of helmets distributed, and student participation at WN-SRTS events. WN-SRTS has also collected school asset data including sidewalk and curb ramp digitization in Carson City, Lyon and Douglas counties, and school sign inventories in Carson City.

In 2019, WN-SRTS collected survey data for the 2020 Bicycle and Pedestrian Safety Study from Carson City School District. Over 350 parent surveys and 700 Middle School student surveys were collected. If approved, WN-SRTS will send out similar parent and student surveys to Douglas and Lyon County schools. Regular student tallies of how students travel to and from school will be distributed to all WN-SRTS schools. Evaluation of data is essential to WN-SRTS success. Based on data collection and community feedback, WN-SRTS can assess and develop the program to make walking and biking to school safer and more enjoyable.

Making sure every child has the opportunity to participate and succeed is at the root of the program. Equity is a critical component of all 6 essential “E’s”. WN-SRTS assesses the distribution of funding and implementation of pedestrian and bicycling programs, policies and infrastructure improvements and whether that distribution is appropriate. In the last funding cycle, asset location data of sidewalks, curb ramps and bike lanes were surveyed in Carson City, Lyon and Douglas Counties. With this data, WN-SRTS can bring attention to discontinuous access to pedestrian and bicycle facilities surrounding specific schools and work to resolve those issues.

This funding cycle will allow WN-SRTS to map vulnerable neighborhoods and schools to specifically engage low-income communities, thereby expanding on available activities such as regular *Walking Wednesdays*, *Trekking Thursdays* and will aim to improve bike and pedestrian access and education everyone can participate in. New funding will allow recruitment of bilingual Safe Routes to Schools Champions; expanding the communication channels that we use, including our social media presence; and strategizing ways to provide value to schools and communities through expanded educational offerings, technical assistance, and programmatic solutions.

As WN-SRTS continues to grow, the need for additional manpower to help the program reach its potential is realized. There are currently four WN-SRTS Champions; one in Douglas County, one in Lyon County and two in Carson City. WN-SRTS would like to continue to expand WN-SRTS Champion presence within school. WN-SRTS will continue to work with school districts to incorporate Safe Routes to Schools into school district transportation policies. This approach has been proven to increase the rate of walking and bicycling.

Following the WN-SRTS Achievement Level Program, in the next funding cycle, Physical Education teachers will be critical school contacts. For those schools that choose to participate, a part-time WN-SRTS

Champion will be provided to help support and coordinate school-related programs. The role of the Champion is to expand program activities at their assigned school(s). As a result of funding obtained in the previous grant cycle, the Champions have worked with 15 schools in the WN-SRTS service area. Due to the WN-SRTS Champion program, there has been an increase in activities at the schools including winter walk days, increased Safe Routes to Schools participation in school-sponsored activities, and targeted safety outreach campaigns to parents and caregivers. The Champion role will expand to other aspects of the program such as administrative and program development activities. Champions have had and will continue to have opportunities to participate in continuing education such as webinars and conferences to add to their knowledge-base and expand their ability to contribute to the program. Western Nevada Safe Routes to School provides technical assistance and oversight to the Champions, but the Champions are present at the school on a regular basis, serving as a liaison and organizing the day-to-day activities of the program to help it thrive. This request includes funding for the Champions program, which is continuing successfully.

This funding will support Champions efforts to enlist the help of interested and enthusiastic volunteers. Volunteers provide support as Walking School Bus "Drivers" and Bike Train "Conductors" leading Walking School Buses and Bicycle Trains to the elementary schools. Champions and volunteers leading groups of students help address parent's safety concerns about their kids walking alone or without supervision. Volunteers can assist with Bicycle and Pedestrian Safety education and can participate in community outreach booths for fitting helmets and providing education. Muscle Powered volunteers play an important role by providing assistance at bicycle rodeos and educational events. As opportunities for volunteer participation expand and new program activities are added, these partners and others will continue to play a crucial role in ensuring Western Nevada Safe Routes to Schools is able to deliver the best programming to our students. This program identifies and recruits volunteers in our communities and provides background checks and training to help them be successful in their role.

This funding cycle will include a Helmet Educator's program to teach Middle School students how to fit helmets for elementary students. Volunteer support benefits the WN-SRTS program's students by providing additional community role models for safe walking and biking. At the same time, our volunteers benefit by getting to spend time with the kids, be active, and give back to their communities.

Without participating schools, there would be no program. Our school partners are enthusiastic about the program, participating faithfully in annual events like Walk to School Day and even initiating their own programs to encourage walking and bicycling to school. As the program moves forward, WN-SRTS recognizes the need to remain responsive to the evolving needs of the schools and communities we serve. Development, population growth, and changing demographics will impact our program. While it is impossible to predict the impacts that these changes will have on Safe Routes to Schools, it is assured that a nimble, responsive, and flexible program will best address the challenges faced in our communities.

Through this funding opportunity, Western Nevada Safe Routes to Schools will continue working hard to engage with new and existing partners and develop innovative strategies to meet the goals of the Federal Safe Routes to School Program.

Appendix A

WN-SRTS BUDGET FFY 2021-FFY2023	TOTAL
PERSONNEL COSTS	294,666.10
CONSULTANT/CONTRACT SERVICES	181,000.00
PROGRAMMING	30,000.00
TRAVEL & TRAINING	8,500.00
SUPPLIES & EQUIPMENT	81,100.00
SUBTOTAL	595,266.10
LOCAL MATCH 5.00%	31,329.80
TOTAL	626,595.90

Appendix B



# Safe Routes to School

## Achievement Level Program



The CCSD Safe Routes to School (SRTS) Achievement Level Program recognized individual school efforts to improve and promote safe walking and bicycling. The program can also be a roadmap and assessment tool. Schools can plot out steps to move their school forward and can annually assess their achievements.

FIRST STEP	SILVER	GOLD
<b>THE ACTION:</b> 1. Complete a SRTS school partnership form. 2. Identify a SRTS school champion (contact person). 3. Hold one walking/ bicycling safety education activity a year (e.g. assembly, lesson plans, bike rodeo) 4. Post a walking/bicycling safety tip on school website, parent newsletter or in highly visible location for parents to see. 5. Complete and remit the SRTS annual survey form. <b>THE INCENTIVE:</b> CD with SRTS resources <b>BRONZE</b>	<b>THE ACTION (continued)</b> 3. Participate in a second walking/bicycling encouragement event. 4. Administer surveys once per year and return a minimum of: 100 SRTS Parent Surveys in even years 10 SRTS Student Tally sheets in odd years <b>THE INCENTIVE:</b> Window Decal for entry doors or office Silver logo for digital/printed material. Priority notification status Variety of premium NV Moves Day incentives, such as T-shirts, zipper pulls and slap bracelets. <b>GOLD</b>	<b>THE INCENTIVE (continued)</b> \$50 of incentives for the walking/biking program and 5 adult t-shirts Technical assistance and programmatic support from the SRTS staff A SRTS banner to post events outside school and social media recognition. <b>PLATINUM</b> <b>THE ACTION:</b> 1. Meet the Gold requirements. Integrate SRTS with the school reward system. 2. Start or continue a SRTS parent reward system. 3. Start or continue a student or parent safety club/committee. 4. Include students in SRTS program planning OR share successes and lessons learned at the local and/or national level. 5. Administer surveys once per year and return a minimum of: 200 SRTS Parent Surveys in even years 15 SRTS Student Tally sheets in odd years <b>THE INCENTIVE:</b> Window decal for entry doors or office. Platinum logo for digital/printed material. A SRTS banner with a dated decal. Priority notification status Variety of premium NV Moves Day incentives. \$100 of incentives for the walking/biking program and five adult SRTS t-shirts. Technical assistance and Programmatic support from SRTS staff. In addition to Gold recognition incentives, local media and other recognition opportunities.
<b>THE ACTION:</b> 1. Meet the first step requirements 2. Draft a SRTS action plan or have one on file 3. Communicate the school SRTS action plan to the community (e.g. newsletters, parent-teacher conferences, open houses, website, etc.) 4. Participate on one encouragement event annually (e.g. Nevada Moves Day, Walk to School Day, Bike to School Day) <b>THE INCENTIVE:</b> Window Decal for entry doors or office Bronze logo for digital/printed material. Priority status for encouragement event (eg. NV Moves Day, Walk to School Day) <b>SILVER</b> <b>THE ACTION:</b> 1. Meet the Bronze Requirements 2. Hold second walking/bicycling educational activity	<b>THE ACTION:</b> 1. Meet the Silver requirements 2. Start or continue a weekly walking/bicycling program 3. Update school website with safety message quarterly. 4. Annually update the schoolaction plan and remit a copy to SRTS office. 5. Communicate regularly with the school community about SRTS efforts 6. Administer surveys once per year and return a minimum of: 150 SRTS Parent Surveys in even years 12 SRTS Student Tally sheets in off years <b>THE INCENTIVE:</b> Window Decal for entry doors or office	(Continued from previous cell)



## STAFF REPORT

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

**Meeting Date:** September 14, 2022

**Staff Contact:** Bryan Byrne, Transportation / Traffic Engineer

**Agenda Title: For Possible Action** – Discussion and possible action regarding a Community Development Block Grant (“CDBG”) application by the Carson City Public Works Department seeking \$350,000 for sidewalk, Americans with Disabilities Act (“ADA”), and other improvements along select portions of Carmine Street, including intersections, between N. Lompa Lane and just east of Airport Road.

**Staff Summary:** Staff seeks approval to submit a CDBG application for the fiscal year (“FY”) 2023 grant cycle in the amount of \$350,000 to replace existing and/or construct new ADA compliant pedestrian curb ramps, replace substandard sidewalks, enhance crosswalk safety at intersections, and reconstruct roadway pavement and drainage infrastructure (including residential driveway aprons connecting to sidewalks), as needed, along portions of Carmine Street and at associated nearby intersections.

**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 \$350,000 for ADA and sidewalk improvements along Carmine Street between N Lompa Lane and Airport Road. Project improvements include replacing existing and/or constructing new pedestrian curb ramps to make them ADA compliant, replacing substandard sidewalks, ensuring landing areas are ADA compliant, enhancing crosswalk safety at intersections, and reconstructing roadway pavement and drainage infrastructure as needed in areas where curb and sidewalk are being reconstructed. Project funding will be for project design and construction.

Staff has identified the Carmine Street corridor as a good candidate for an CDBG project in FY 2023 for the following reasons:

- To improve pedestrian safety for children and families walking to and from nearby schools and commercial areas. Carmine Street is utilized by children accessing Mark Twain Elementary School and the Boys and Girls Club. The road was identified in the 2020 Safe Routes to School Master Plan as one of several projects needed to enhance safety and connectivity for students.
- The project is located in a developed area of Carson City with medium and high-density, single- and multi-family residential houses that are comprised of 72% +/- low- to moderate-income households.
- Carmine Street, located in Pavement Performance District 1, was identified as a potential candidate for pavement preservation/reconstruction in 2024. Carmine Street has an average pavement condition

rating of 39 out of a scale of 100 (100 being a new road). The pavement condition is categorized as Very Poor. Federal law requires curb ramps to be brought into compliance with federal standards when a road is rehabilitated.

- A portion of Carmine Street is served by the City’s Jump Around Carson (“JAC”) bus system. There is one frequently used JAC bus stop located on Carmine Street.

No local match is required for CDBG funds. Additional funding sources to supplement and potentially extend the project limits are being assessed.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277A.270(1)(e)

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Grant Fund, Community Development Grant Program, Construction Account 2750620-507010.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: No local matching funds are required as CDBG funds are 100% reimbursable. If approved and awarded (anticipated in spring 2023), \$350,000 would be incorporated into the FY 2023 budget.

**Alternatives**

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

**Supporting Material**

-Exhibit 1: Map of Project Area

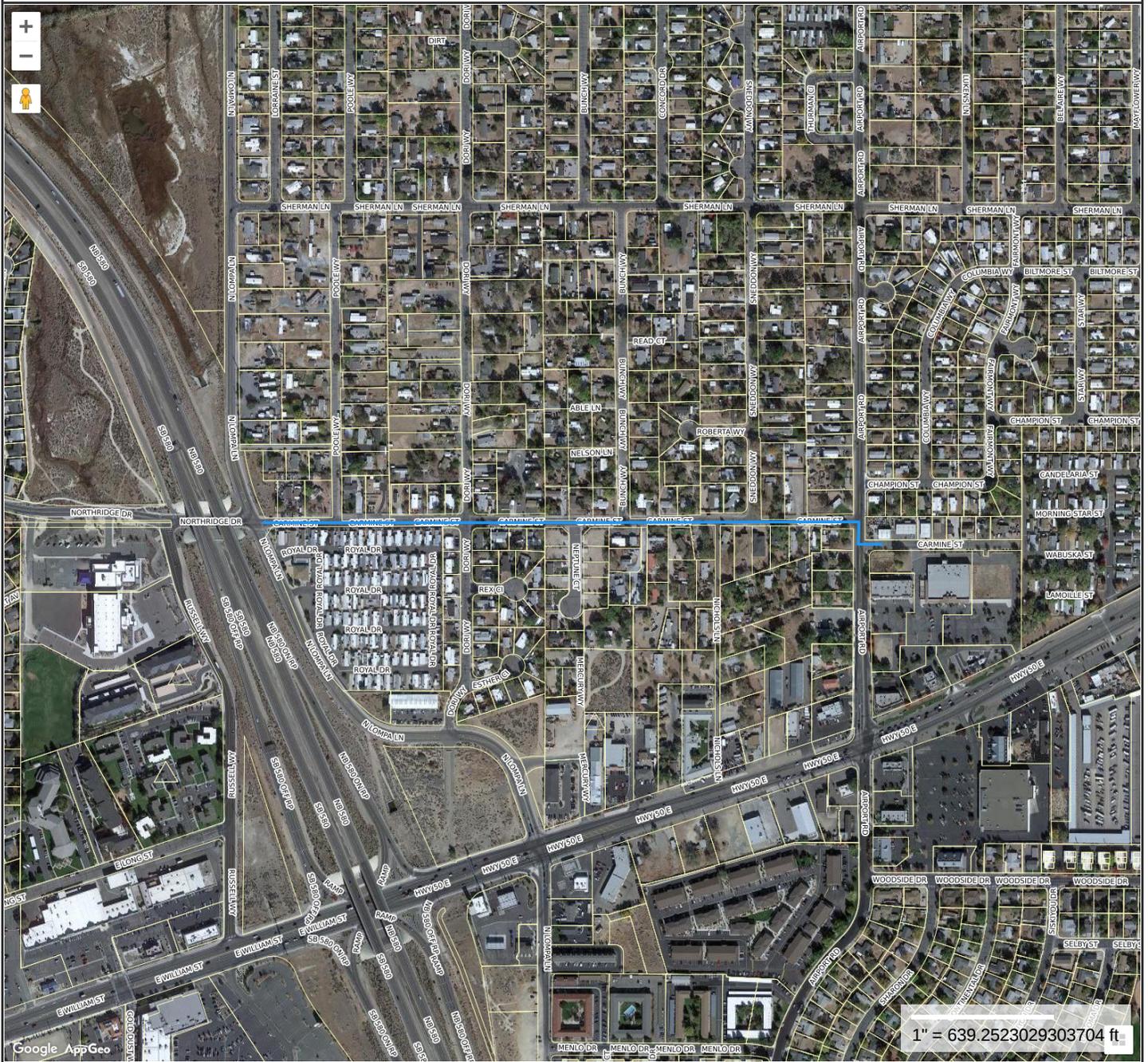
**Board Action Taken:**

Motion: \_\_\_\_\_

1) _____	Aye/Nay
2) _____	_____
	_____
	_____

\_\_\_\_\_  
(Vote Recorded By)

Exhibit 1: Map of Project Area



[CLICK LOGO FOR TUTORIAL](#)

**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018  
Data updated 11/17/2018

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

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# STAFF REPORT

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

**Meeting Date:** September 14, 2022

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title: For Discussion Only** – Discussion and presentation regarding Fiscal Year (“FY”) 2022 transportation activities.

**Staff Summary:** Carson City’s FY 2022 ended on June 30, 2022. Staff will present a summary of FY 2022 transportation activities and accomplishments.

**Agenda Action:** Other/Presentation

**Time Requested:** 10 minutes

## Proposed Motion

N/A.

## Background/Issues & Analysis

The Transportation Division of Carson City Public Works consists of seven full time employees, including the Transportation Manager, Transportation/Traffic Engineer, Senior Transportation Planner, Transit Coordinator, Grants Analyst, and two Transportation Planner/Analysts. These employees are primarily responsible for identifying and pursuing competitive funding opportunities; supporting planning, prioritization, and implementation of capital projects; overseeing transportation related local and federal funding; and operating the Jump Around Carson (“JAC”) transit system. This report highlights some of FY 2022 activities and accomplishments for those primary areas of responsibility.

## Funding Summary

### *Grants and Grant Applications*

- Staff, with support from WSP, LLC received a \$9.3 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the East William Street Complete Streets Project in late 2021. Staff is working closely with our partners at the Federal Highway Administration, Nevada Department of Transportation (“NDOT”), and the consultant design team to execute the grant, complete the design, and construct the project.
- Staff developed and received approval for a grant from the Nevada Aging and Disability Services Division for \$96,000 to support JAC’s Senior Bus Pass Program, providing free year-round transit passes for seniors (age 65+) systemwide.
- Staff executed a grant agreement with the Federal Transit Administration (“FTA”) to use American Rescue Plan Act funds totaling approximately \$421,300 applied toward transit operations and maintaining free fares for JAC riders through FY 2022. This funding requires no local match.
- Staff completed public outreach related to fares and the implementation of a new contactless payment system and other enhancements for the JAC transit system by successfully applying for and receiving

a grant from the FTA for a total amount of \$292,000 with no requirement for local matching funds to partially support implementation of this service.

- Staff developed two applications for Community Development Block Grant funding: (1) for improvements along Colorado Street between S. Carson St. and Saliman Rd. for a total of \$131,637 to support the larger Colorado Street Project, and (2) for improvements at select intersections along Desatoya Drive for a total of \$330,000. Staff were successful and received both grants.
- Carson City Public Works was successful in receiving \$3 million in Congressionally Designated Spending for transportation related projects. The projects included: (1) the East William Street Complete Streets Project which received \$2 million and (2) the Western Nevada Safe Routes to School Venerable Pedestrian Safety Project which received \$1 million. Staff are now working to implement these projects.
- Staff applied for and received approximately \$2.4 million in Surface Transportation Block Grant funding from NDOT for the District 3 E. 5<sup>th</sup> Street Reconstruction Project.
- Carson City Public Works submitted four Capital Improvement Funding Requests to the Carson City Redevelopment Authority Citizens Authority (“RACC”). All four were successfully awarded and included in the FY 2023 budget. These included:
  - \$200,000 for sidewalk improvements within the Redevelopment Areas
  - \$100,000 for design of a future downtown transit center
  - \$385,000 for the design and construction of the E. William Street Complete Streets Project
  - \$40,000 for pedestrian safety crossing improvements at Musser Street near Plaza Street

From FY 2017 through FY 2022, transportation staff, with support from the Regional Transportation Commission (“RTC”) have leveraged just \$8,680,486 in matching funds from limited local funding sources to secure \$41,572,813 in competitive funding, for a total of \$50,253,299 in transportation capital projects.

**FY 2017 – FY 2022 Secured Competitive/Discretionary Grant Funding**

	<b>Federal/State Grant Funding</b>	<b>Local Match Funding</b>	<b>Total Projects</b>
RTC	\$38,270,645	\$8,162,718	\$46,433,363
CAMPO	\$824,211	\$0	\$824,211
Transit (competitive one-time only grants)	\$2,477,957	\$517,768	\$2,995,725
<b>Total</b>	<b>\$41,572,813</b>	<b>\$8,680,486</b>	<b>\$ 50,253,299</b>
<b>Local Match % (overall)</b>	<b>17%</b>		

Capital Projects Summary

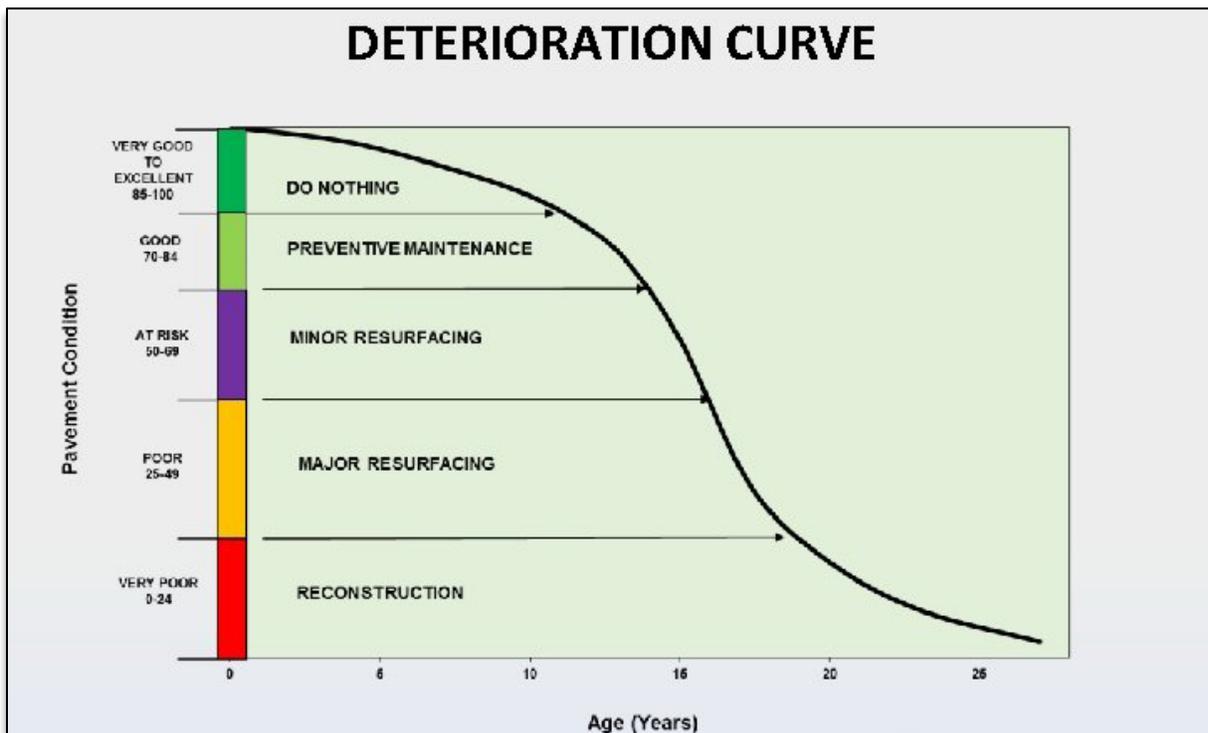
Ongoing progress of transportation projects is tracked and reported bi-monthly as a Project Status Report within the RTC meeting packets. There are currently fourteen active transportation projects shown in the Project Status Report. Nineteen distinct transportation projects were included in the project status reports during FY 2022. These projects totaled 17.8 centerline miles roads being preserved or reconstructed. For additional information on these nineteen projects, see Exhibit 1: FY 2022 Transportation Projects Map.

Annual Pavement Condition Report

Pavement condition in Carson City is managed as outlined in the approved FY 2019-2023 Pavement Management Plan. Pavement condition is evaluated and reported using PAVER software. Pavement condition is reported annually, following updates to the database to reflect recently completed and current pavement preservation/rehabilitation projects. The annual report card is included below with rounded statistics. The data reflects the results from a pavement condition survey completed in the fall of 2021. Overall, Carson City roadway condition has decreased 2 percent since completion of the last survey in 2017, with local road condition deteriorating by 9 percent. Regional Road PCI has improved as a result of the RTC’s efforts and one-time federal transportation grant projects. It is important to note that the Pavement Condition Index (“PCI”) values are beginning to decline at a faster rate. This is because the bulk of the City’s roads are

approaching the performance curve that has the sharpest decline, which is approximately between 69 PCI and 25 PCI. For reference, the average PCI for local roads is 56, which is right in the middle of the mentioned range. A Pavement Deterioration Curve is included below for reference. Without additional roadway funding, particularly for local/neighborhood roads, the pavement condition will continue to get worse.

Facility Type		Estimated PCI		Percent Change 2017 to 2022
		2017	2022	
City-wide	Regional Roads	67	74	10%
	Local Roads	61	56	-9%
	All Roads	63	62	-2%
Performance District 1	Regional Roads	67	69	3%
	Local Roads	62	57	-7%
	All Roads	64	61	-4%
Performance District 2	Regional Roads	73	80	9%
	Local Roads	64	53	-18%
	All Roads	67	63	-7%
Performance District 3	Regional Roads	72	77	6%
	Local Roads	57	58	1%
	All Roads	62	64	3%
Performance District 4	Regional Roads	61	79	28%
	Local Roads	58	51	-13%
	All Roads	59	61	2%
Performance District 5	Regional Roads	64	65	2%
	Local Roads	66	60	-10%
	All Roads	65	62	-6%



To help combat the continued deterioration of our pavement resulting from the limited local funding, staff have initiated a study and public outreach campaign to detail the needs and possible funding options for roadways in Carson City. Additional information will be brought to the RTC in coming meetings.

**Traffic Engineering Studies**

Since hiring of the City’s Traffic Engineer in 2020, the City’s ability to complete traffic engineering studies has increased substantially, limiting the need to hire outside consultant support. In FY 2022, one Speed Limit Study was completed, and five Stop Warrant Studies were completed. Details on the tangible results of those engineering studies are below:

- Speed Studies
  - o Goni Road – No Change
- Stop Warrant Studies = 5
  - o Telegraph Street & Pratt Avenue – Recommended new STOP signs
  - o Telegraph Street & Hackamore Way – Recommended new STOP sign
  - o Fair Way & and Clubhouse Way – No change
  - o Darla Way & Gregg Street – Recommended new STOP signs
  - o Deer Run Road & Morgan Mill Road – No change

**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:

**Supporting Material**

-Exhibit 1: FY 2022 Transportation Projects Map

**District 5**  
**2023**

**District 2**  
**2020**

**District 4**  
**2022**

**District 3**  
**2021**

**Fiscal Year 2022 Transportation Projects**

- School Zone
- Appion Way Traffic Signal & Intersection Improvements
- Kings Canyon Trailhead Improvements & Roadway Reconstruction
- FY 2020 District 2 Northridge Drive Pavement Reconstruction
- FY 2020 District 2 Long Street Reconstruction Project
- FY 2021 District 3 Center Drive Reconstruction Project
- FY 2021 District 3 5th Street Pavement Reconstruction Project
- Colorado Street CDBG Pavement Reconstruction Project
- Roop Street Rehabilitation Project
- FY 2021 District 3 Deer Run Road Pavement Preservation
- FY 2021 District 3 Clear Creek Road Pavement Preservation
- FY 2022 District 4 Curry Street Slurry
- FY 2022 District 4 Saliman Road Slurry
- FY 2022 District 4 Silver Sage Drive Slurry
- East William Complete Streets Project
- South Carson Complete Streets Project
- DMV Multi-Use Path Project
- Freeway Multi-Use Path to Edmonds Sports Complex
- Robinson Area Sewer Replacement Project

**Carson City**

**Fiscal Year 2022 Transportation Projects**



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



Date Created: August 8, 2022

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Carson City Regional Transportation Commission  
Item for Commission Information

**RTC Meeting Date:** September 14, 2022  
**To:** Regional Transportation Commission  
**From:** Justin Tiearney, Street Supervisor  
**Date Prepared:** August 16, 2022  
**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 2022**

**Street Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	0
Street Patching Operation (tons of asphalt)	137	137
Pot Holes Repaired	0	0

**Tree Care and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	1	1
Tree Removal	0	0
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	2,120	2,120
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	821	821

**Concrete Repair and Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	30	30
Curb & Gutter (linear feet)	191	191
Sidewalk & Flat Work (sq/ft)	922	922
Wheel Chair Ramps	0	0
Misc.	0	0

**Grading and Shoulder Maintenance**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	460	460
Shoulder Work on Asphalt Roads (feet)	0	0
Debris Cleaned	0	0

**Storm Water**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	60	60
Lineal foot of ditch cleared	389	389
Pipe Hydro Flushed (linear feet)	0	0

**Sweeper Operations**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	464	464
Material Picked Up (yards)	148	148
City Parking Lots Swept	2	2

**Trucking Bins**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	30	30

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	36	36
Signs Replaced	36	36
Sign Post Replaced	10	10
Signs Refurbished/Replaced due to Graffiti Damage	2	2
Delineators Replaced	3	3
Cross Walks Painted	26	26
Stop Bars Painted	30	30
Yield Bars Painted	8	8
Right Arrows Painted	8	8
Left Arrows Painted	26	26
Straight Arrows Painted	2	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	16	16
Curb Painted (linear feet)	0	0

**Weather Events**

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Sand/Salt mixture applied (Yards)	0	0
Brine mixture applied (Gallons)	0	0
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	0	0
Material removed from S/D system	0	0
Wind	0	0



# Project Status Report

6-C

## Carson City Regional Transportation Commission Capital Project Information

Meeting Date: September 14, 2022

Time Requested: 10 Minutes

To: Regional Transportation Commission

From: Bryan Byrne, Transportation Engineer

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$86,556	2
P303519006 - Kings Canyon Trailhead & Road Reconstruction Project	\$254,358	3
P303519009 - Roop Street Rehabilitation Project	\$107,012	4
P303520001 - FY 2020 District 2 Long Street Project	\$2,737,938	5
P320121001 - FY 2021 Robinson Area Sewer Rehabilitation Project	\$1,450,229	6
P303521001 - Colorado Street CDBG Pavement Project	\$135,688	7
P303521006 - FY 2021 District 3 Center Drive Reconstruction Project	\$1,173,071	8
P303521008 - District 3 E. 5th Street Reconstruction Project	\$280,178	9
P303522001 - FY 2022 District 4 Curry Street Pavement Preservation Project	\$146,955	10
P303522002 - FY 2022 District 4 Saliman Road Pavement Preservation Project	\$34,974	11
P303522003 - FY 2022 District 4 Silver Sage Drive Pavement Preservation Project	\$266,000	12
P751021001 - East William Complete Streets Project	\$20,359	13
P303522005 - DMV Multi-Use Path Project	\$16,563	14
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$740	15
	<b>\$6,710,621</b>	

\*As of September 9, 2022; includes design, construction management, and construction costs to date.

**Project Name:** Freeway Multi-Use Path to Edmonds Sports Complex  
**Project Number:** P303518008  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$86,556	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		September 7, 2022	Yes	\$1,618,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund (Federal-TAP)	FY20	\$1,537,100
2503035	507010	RT Fund	FY20	\$80,900

**Project Description**

**Project Length** 2.3 miles of multi-use path.

This project will construct a multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.

**Project Justification**

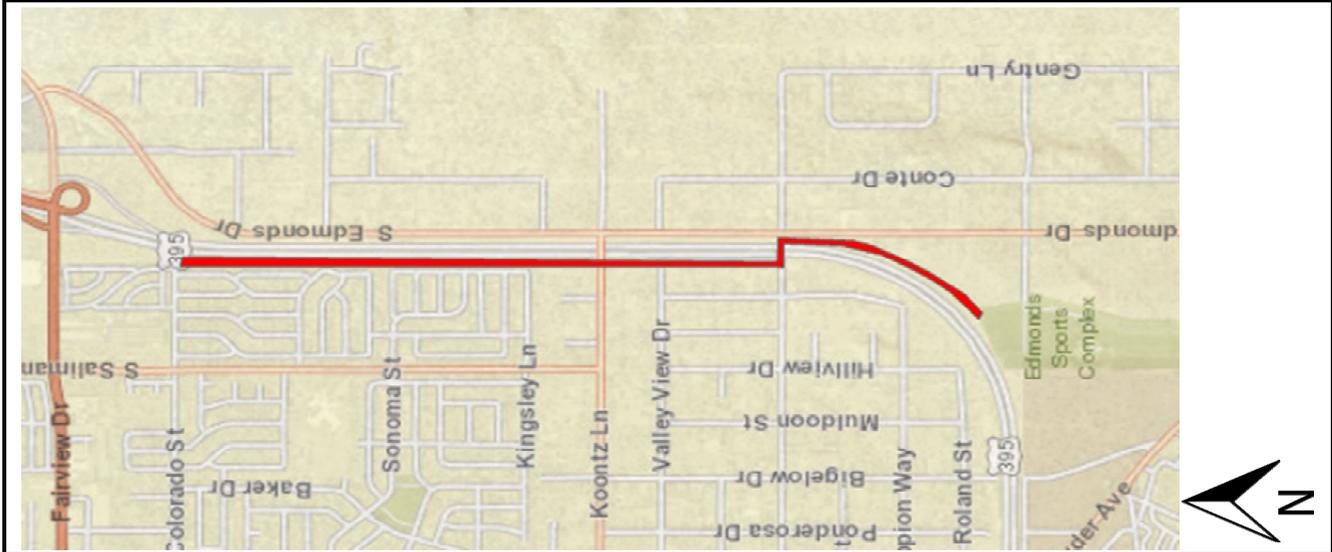
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

This project is currently in the design phase. The 90% design has been completed. In August, Carson City obtained the easements from BLM to allow for the multi-use path within BLM property. The project 100% design plans and bid documents will be submitted to NDOT in September 2022. Construction is anticipated to start in 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Oct-22	23-Sep-19
Construction	Apr-23	Oct-23	TBD



**Project Name:** Kings Canyon Trailhead Improvements and Roadway Reconstruction Project  
**Project Number:** P303519006  
**Department Lead:** Public Works

Project Cost to Date	\$254,358	As of Date	Grant Funded	Total Budget
		September 7, 2022	Yes	\$5,367,525
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Open Space)	FY20/FY22	\$68,625
2503035	507010	RT Fund	FY20	\$118,200
2503035	507010	RT Fund	FY21	\$81,800
5053705	507010	Stormwater Drainage	FY21	\$35,400
2503035	507010	RT Fund (Federal-FLAP)	FY21	\$5,063,500

**Project Description**

**Project Length** 0.82 miles (4,300 feet) of full roadway reconstruction.

This project will reconstruct and widen Kings Canyon Road between Canyon Drive (just east of) and the existing trailhead parking area to the west. The improvements will include wider travel lanes, stormwater enhancements, roadway shoulders, and the incorporation of general safety improvements to the road's geometry. The project includes improvements to the trailhead parking area, which will include restroom facilities and additional capacity.

**Project Justification**

The RTC was awarded a grant through the Federal Lands Access Program (FLAP) from the Federal Highway Administration (FHWA) for a project total of \$5,110,000. The grant requires a 5% local match. The City's Open Space Division has transferred \$68,625 to the Regional Transportation Fund to contribute to the local match. Additional local funding outside of the Grant from the Stormwater Drainage Fund and Regional Transportation Fund has been budgeted to cover other project costs.

**Project Status**

Construction is complete. The team is working to closeout the Grant. Final numbers will be provided next report.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-18	Dec-20	N/A
Construction	Jul-21	May-22	N/A



**Project Name:** Roop Street Rehabilitation Project  
**Project Number:** P303519009  
**Department Lead:** Public Works

Project Cost to Date	\$107,012	As of Date	Grant Funded	Total Budget
		September 7, 2022	No	\$1,201,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000
5103205	507010	Wastewater Utility Fund	FY21	\$465,000
2503035	507010	RT Fund	FY21	\$95,000

**Project Description**

**Project Length** 0.2 miles (1,200 feet) of full roadway reconstruction.

This project includes the reconstruction of Roop Street, between East 5th Street and East Musser Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.

**Project Justification**

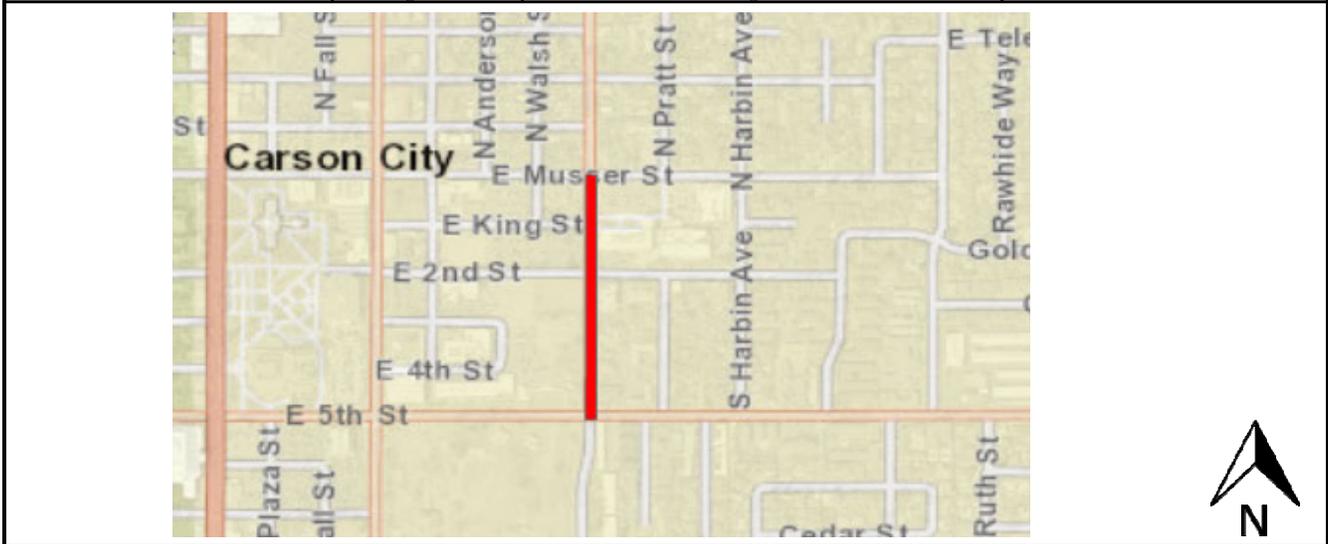
This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

**Project Status**

The design has been completed. This project is anticipated to be bid this Fall to allow for more competitive bids. Construction planned for 2023.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Feb-22	N/A
Construction	Apr-23	Sep-23	N/A



**Project Name:** FY 2020 District 2 Long Street Project  
**Project Number:** P303520001  
**Department Lead:** Public Works

Project Cost to Date	\$2,737,938	As of Date	Grant Funded	Total Budget
		September 7, 2022	No	\$3,204,750
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY20	\$226,000
2535005	507010	V&T Infrastructure Fund	FY20	\$465,662
5053705	507010	Stormwater Drainage	FY22	\$400,000
5203505	507010	Water Fund	FY20	\$898,305
5203505	507010	Water Fund	FY21	\$486,892
5103205	507010	Wastewater Utility Fund	FY20	\$207,540
5103205	507010	Wastewater Utility Fund	FY21	\$520,351

**Project Description**

**Project Length** 0.55 miles (2,900 feet) of sewer, water, and roadway replacement.

The project includes the installation of 8" waterlines and roadway reconstruction between Roop Street and Saliman Road, sewer replacement between Marian Avenue and Molly Drive, and storm drainage improvements along Camille Drive and Rand Ave.

**Project Justification**

The existing water main from Roop Street to Saliman Road has been determined to be high risk and is in need of replacement. The sewer main between Marian Avenue and Molly Drive is also in need of replacement. There are existing stormwater issues at the intersection of Rand Ave. Since the project includes trenching for both the water and sewer, a full depth reconstruct of the road for the full length of the project is proposed.

**Project Status**

The project is complete and is being closed out. This project will be removed from the project status report.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-20	Nov-20	NA
Construction	Jul-21	May-22	8/1/2021



**Project Name:** Robinson Area Sewer Replacement Project  
**Project Number:** P320121001  
**Department Lead:** Public Works

Project Cost to Date	\$1,450,229	As of Date	Grant Funded	Total Budget
		September 7, 2022	No	\$2,923,409
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY21	\$75,000
5103205	507010	Wastewater Utility Fund	FY21	\$2,210,504
5203505	507010	Waterline Replace/Rehab	FY21	\$637,905

**Project Description**

**Project Length** 5,000 feet of sewer line replacement, 1,300 feet of roadway reconstruction.  
 The project consists of replacing sewer mains and manholes and pavement patching along Caroline Street, Robinson Street, Spear Street, and Telegraph Street in the area generally bounded by Mountain Street and Nevada Street. The project also include the pavement reconstruction of Robinson between Mountain Street and Nevada Street.

**Project Justification**

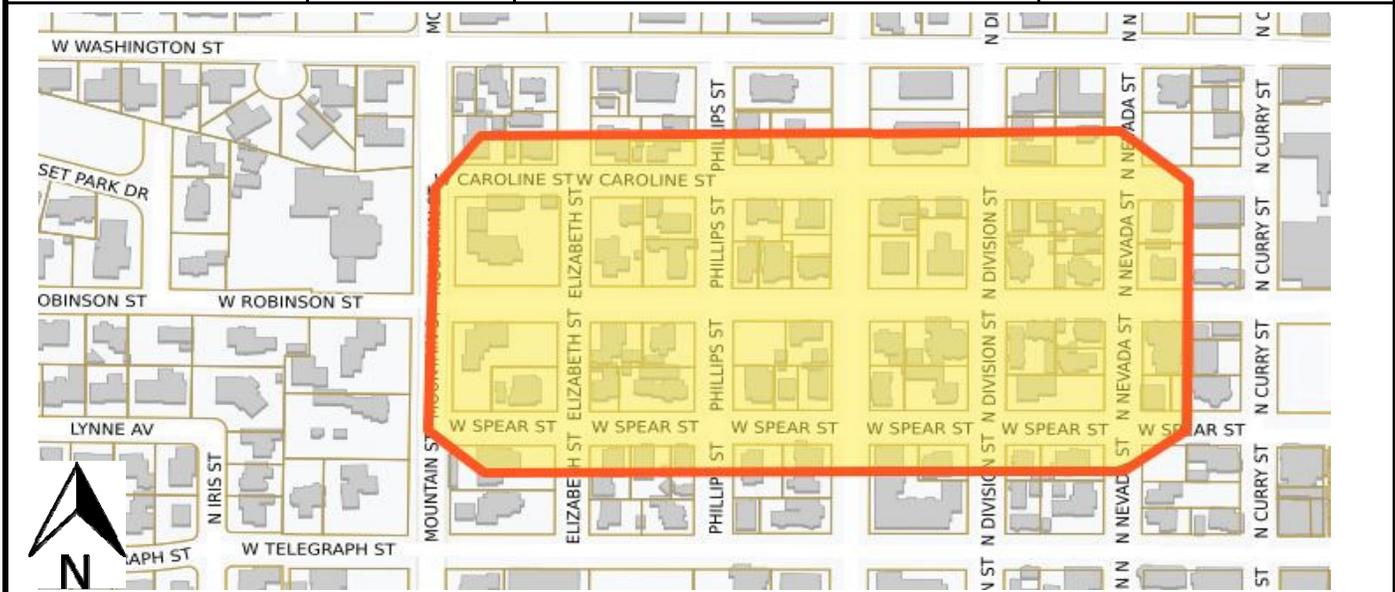
The existing sewer mains in the project limits were constructed in the 1950s and are at the end of their useful service life. They are undersized and are in need of replacement. Regional Transportation funds are being used to assist with the roadway reconstruction.

**Project Status**

The contractor has completed all major construction items. Completion of minor construction items will continue into September with substantial completion occurring in September 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-20	Mar-21	NA
Construction	Jul-21	Jun-22	NA





**Project Name:** District 3 Center Drive Reconstruction Project  
**Project Number:** P303521006  
**Department Lead:** Public Works

Project Cost to Date	\$1,173,071	As of Date	Grant Funded	Total Budget
		September 7, 2022	No	\$1,313,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 21	\$820,000
5053705	507010	Stormwater Drainage	FY 22	\$194,000
5103205	507010	Waste Water Fund	FY 21	\$299,000

**Project Description**

**Project Length** | 2,550 feet of sewer installation and roadway reconstruction.

Reconstruction of Center Drive beginning south of Snyder Ave and continuing to the county line. The project option was approved by the RTC in April 2021. Project scope includes pavement rehabilitation, new curb, gutter and sidewalk along one side of the road, installation of sanitary sewer, and drainage improvements.

**Project Justification**

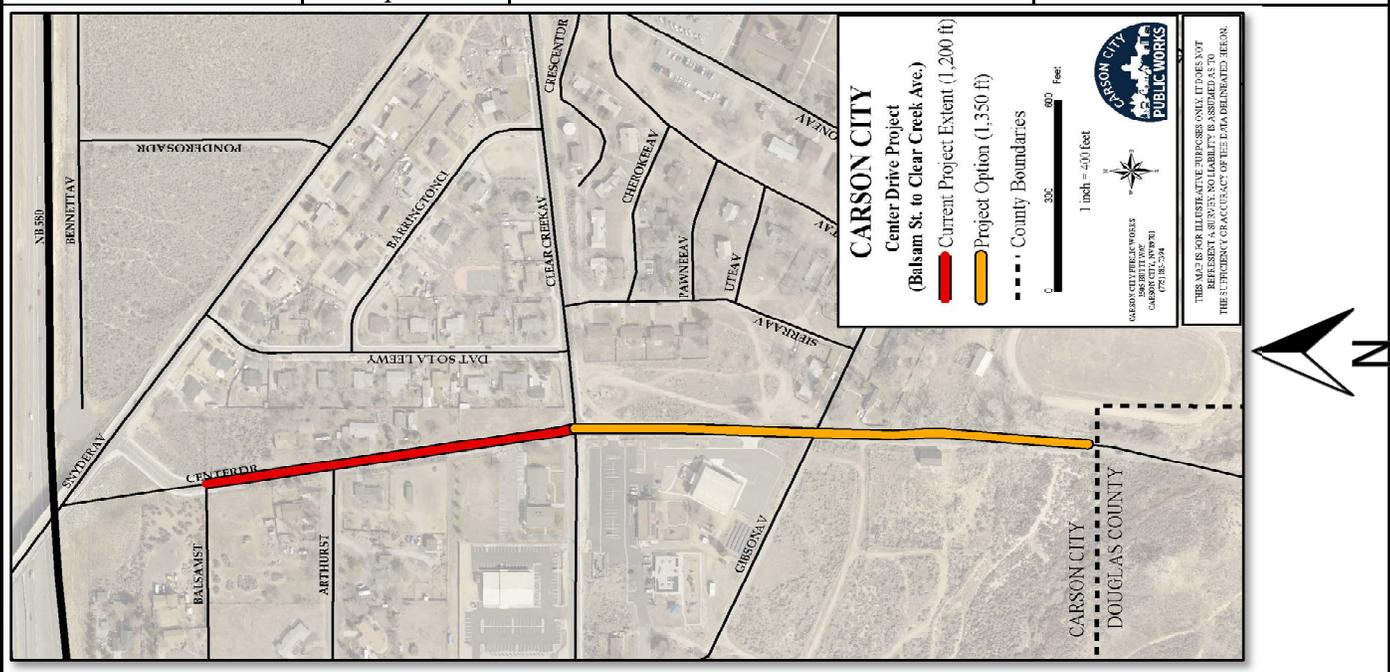
The existing pavement condition is poor, with large transverse cracking. The road also serves as a bike route (Route 395) and pedestrian connection between Snyder Ave and Clear Creek Road. The area is currently not served by sanitary sewer, and this project will install new services. Project costs are being supplemented with Waste Water Funding.

**Project Status**

The project is complete and is being closed out. This project will be removed from the project status report.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	May-21	Dec-21	NA
Construction	Apr-22	Jul-22	NA



**Project Name:** District 3 E. 5th Street Reconstruction Project  
**Project Number:** P303521008  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$280,178	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		September 7, 2022	Yes	\$3,495,200
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$646,000
2503035	507010	RT Fund (Federal-STBG)	FY 22	\$2,366,000
2533035	507010	V&T Infrastructure Fund	FY 22	\$108,200
5203035	507010	Water Fund	FY 22	\$375,000

**Project Description**

**Project Length** | 1.2 Miles

E. 5th Street between and including the intersection of Fairview Drive and Marsh Road. Scope includes roundabout expansion, pavement reconstruction, pavement rehabilitation, a new right-turn lane, waterline replacement, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments.

**Project Justification**

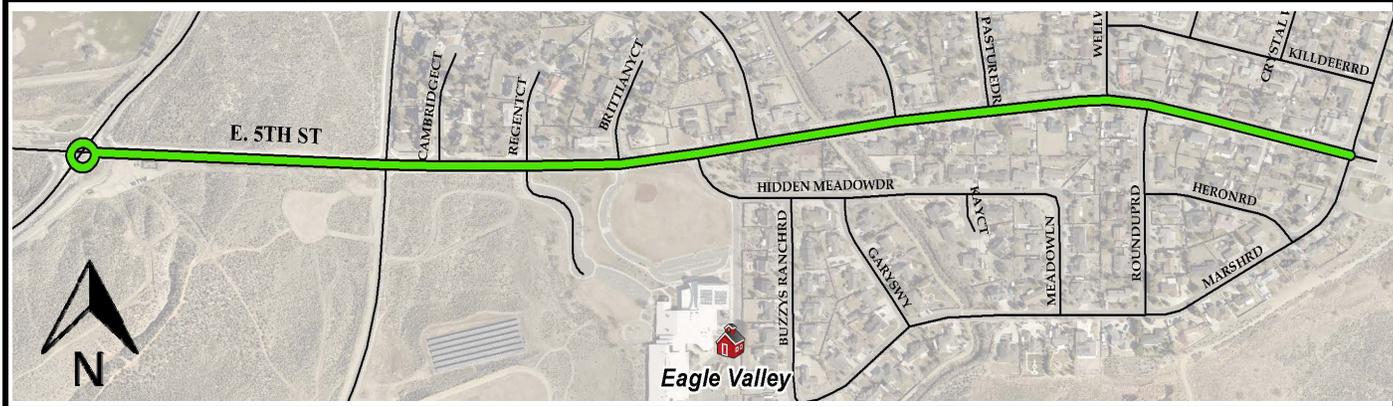
The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project also includes an expansion of the 5th Street / Fairview Drive Roundabout to enhance access to the neighborhood and relieve congestion. Improvements along E. 5th Street will improve pedestrian safety for children and families walking to and from Eagle Valley Middle School as identified in the 2020 Safe Routes to School Master Plan. Lastly, the Water Utility Division has identified the need to replace the waterline along E. 5th Street. This replacement will be included as a component of the project.

**Project Status**

The Right Turn Lane Project at Carson River Road is complete. The project is at a 30% design for the roundabout and other portions of the project is ongoing. Staff are working on developing a noise study that is to be completed prior to the final design of the project, expected July of 2023.

**Project Schedule**

<b>Phase</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Notice to Proceed Date</b>
Design	Jul-21	Jul-23	8/5/2021
Construction	2023	2024	TBD



**Project Name:** District 4 Curry Street Pavement Preservation Project  
**Project Number:** P303522001  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$146,955	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		September 7, 2022	No	\$491,074
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$491,074

**Project Description**

**Project Length** | 1.1 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Curry Street between Clearview Drive and Rhodes Street, and between the USFS Property and 10th Street. It also includes ADA upgrades at Koontz Lane. Other items of work include pavement patching and striping.

**Project Justification**

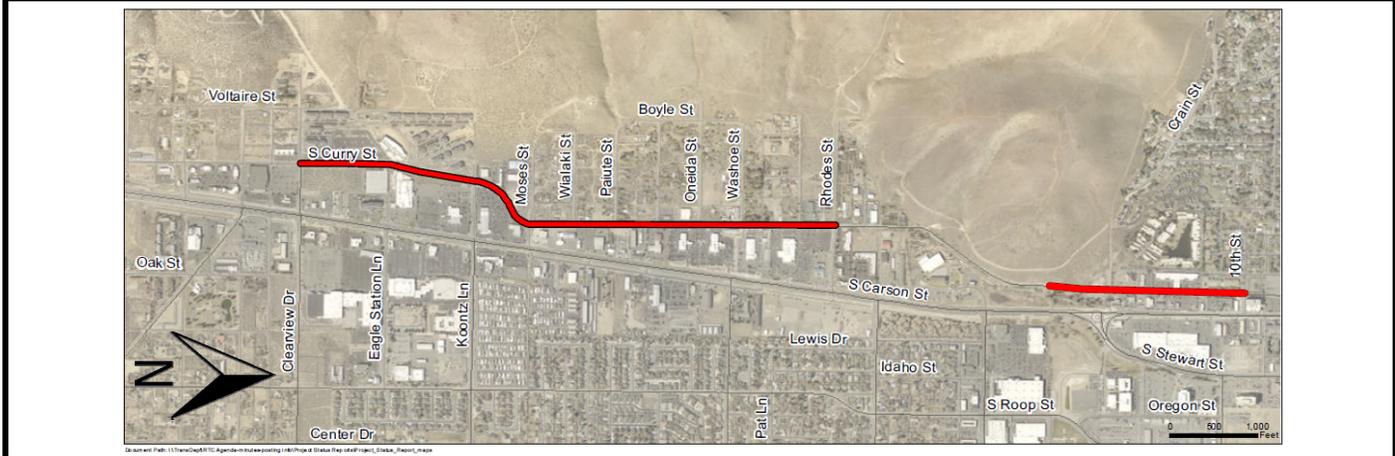
Curry Street provides access to a variety of residential, commercial, and industrial areas and it serves as a major north/south route in Carson City. Completing a pavement preservation treatment will maintain the high pavement condition and extend the pavement life avoiding rapid deterioration of the roadway.

**Project Status**

The project has achieved substantial completion. The contractor is finalizing punch list items.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



**Project Name:** District 4 Saliman Road Pavement Preservation Project  
**Project Number:** P303522002  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$34,974	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		September 7, 2022	No	\$420,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$420,000

**Project Description**

**Project Length** | 0.88 miles of slurry seal and ADA upgrades

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Saliman Road between Koontz Lane and Colorado Street. It also includes ADA upgrades to several curb ramps along Saliman Road near Seeliger Elementary School. Other items of work include pavement patching, minor landscaping, and striping.

**Project Justification**

Saliman Road provides access to residential areas and Seeliger Elementary School. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan.

**Project Status**

The project has achieved substantial completion. The contractor is finalizing punch list items.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



**Project Name:** District 4 Silver Sage Drive Pavement Preservation Project  
**Project Number:** P303522003  
**Department Lead:** Public Works

<b>Project Cost to Date</b>	\$266,000	<b>As of Date</b>	<b>Grant Funded</b>	<b>Total Budget</b>
		September 7, 2022	No	\$650,000
<b>ORG #</b>	<b>OBJ #</b>	<b>Account Description</b>	<b>Fiscal Year</b>	<b>Project Budget</b>
2503035	507010	RT Fund	FY 22	\$588,000
5053705	507010	Stormwater Drainage	FY 22	\$62,000

**Project Description**

**Project Length** | 0.87 miles of slurry seal.

This is a pavement preservation project (Type 3 Modified Slurry Seal) of Sliver Sage Drive between Koontz Lane and Colorado Street. It also includes work at the intersection of Colorado and Roop Street. The project includes minor ADA upgrades to a few curb ramps along Silver Sage located at Roop Street near transit stops. Other items of work include pavement patching, striping, and installation of an RRFB across Koontz Lane near the Raley's.

**Project Justification**

Silver Sage Drive provides access to mostly residential areas, but also serves a major transit route and is an important north/south connection in Carson City. Completing a pavement preservation treatment will maintain the existing pavement condition and extend the pavement life. The project also includes improvements identified in the ADA Transition Plan and the Safe Routes to School Master Plan increasing accessibility for pedestrians and transit users.

**Project Status**

The project has achieved substantial completion. The contractor is finalizing punch list items.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-21	Mar-22	NA
Construction	Jun-22	Aug-22	NA



**Project Name:** East William Complete Streets Project  
**Project Number:** P751021001  
**Department Lead:** Public Works

Project Cost to Date	\$20,359	As of Date	Grant Funded	Total Budget
		September 7, 2022	Yes	\$21,400,047
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	FY 22	\$100,000
2503035	507010	RT Fund (RAISE)	FY 23	\$9,300,000
3100615	507010	Infrastructure Fund	FY 22/23/24	\$4,459,260
6037510	507010	Redevelopment Capital	FY 22/23	\$385,000
		Federally Directed Spending	FY 23	\$2,000,000
		Water / Sewer / Stormwater	FY 23/24	\$5,155,787

**Project Description**

**Project Length** 1.5 Miles of complete streets improvements and associated utility infrastructure  
The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.

**Project Justification**

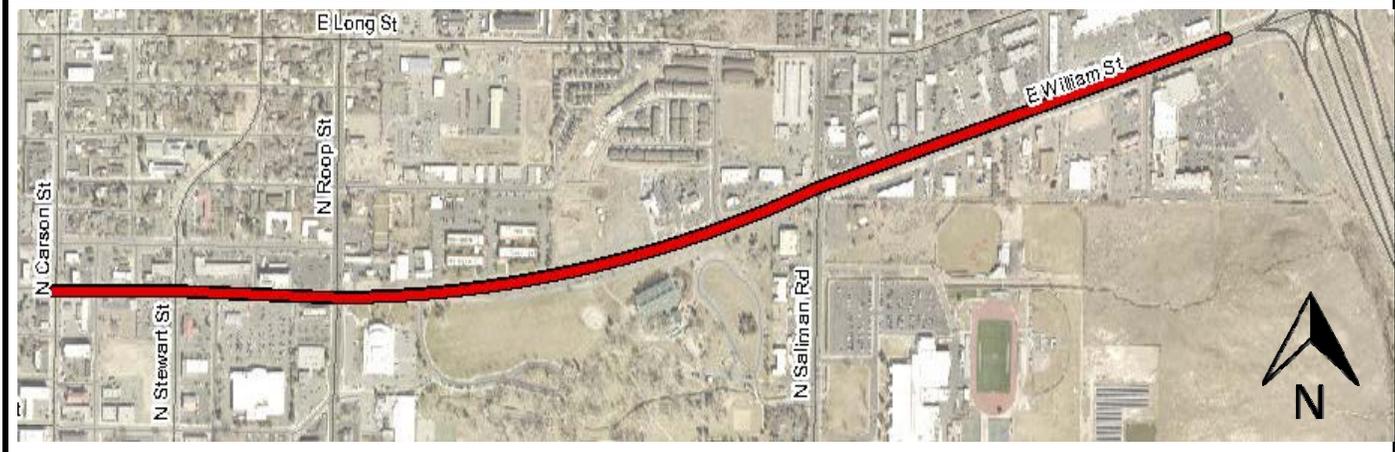
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with only minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant in the amount of \$9,300,000. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street

**Project Status**

The consultant has submitted the 30% design plans to Carson City. Environmental studies are in progress for development of the NEPA document. The City plans to provide an update on progress of the project to RACC, RTC, and BOS in October 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Jun-23	NA
Construction	Oct-23	Dec-24	TBD



**Project Name:** DMV Multi-Use Path Project  
**Project Number:** P303522005  
**Department Lead:** Public Works

Project Cost to Date	\$16,563	As of Date	Grant Funded	Total Budget
		September 7, 2022	Yes	\$1,630,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal-TAP)	FY 22	\$1,548,500

**Project Description**

**Project Length** 0.37 miles of new paved path; 7 miles rehabilitated path

This project is for the construction of a new paved multi-use path south of the DMV, from the end of the Linear Ditch Trail, along Governors Field on Roop Street, to S. Carson Street. The project also includes the rehabilitation of up to 7 miles of existing city-wide multi-use pathways.

**Project Justification**

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

**Project Status**

The multi-use path design has begun with a 30% design submittal expected to be submitted to NDOT next month. The project 100% design is expected to be completed in Spring 2023 with construction outlined for spring/summer of 2024.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-22	Apr-23	1/11/2022
Construction	Spring 2024	Fall 2024	TBD



**Project Name:** Appion Way Traffic Signal and Intersection Improvement Project  
**Project Number:** P751021002  
**Department Lead:** Public Works

Project Cost to Date	\$740	As of Date	Grant Funded	Total Budget
		September 7, 2022	No	\$378,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22	\$100,000
2503082	475100	Developer Contribution	FY 22	\$220,800

**Project Description**

**Project Length** | New signal at intersection of S. Carson Street and Appion Way

Construction of a new traffic signal and intersection improvements at the intersection of S. Carson Street and Appion Way in Carson City. This project will design the signalized intersection to operate as a three-leg intersection in the near-term, and a four-leg intersection in the long-term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed. The future leg of this intersection will connect a new frontage road to Snyder Avenue.

**Project Justification**

Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson Street from Carson City Fire Station 5.

**Project Status**

The project is in review for the 50% design submittal. The Consultant is coordinating with NDOT and continuing the subsurface utility investigation. Design is expected to be completed by the end of calendar year 2022.

**Project Schedule**

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-22	Dec-22	NA
Construction	Spring 2024	Fall 2024	TBD

