Agenda Item No: 12.A



STAFF REPORT

Report To: Board of Supervisors Meeting Date: January 7, 2021

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of one

member to the Carson City Regional Transportation Commission, to fill a term that expires

in December, 2022. (Nancy Paulson, npaulson@carson.org)

Staff Summary: NRS 277A.170 and CCMC 11.20.030 provide for the creation and organization of a five-member Regional Street and Highway Commission. Staggered two-year terms are served by two members of the Board of Supervisors and three

representatives of the public-at-large. Members of the RTC also serve on the Carson Area Metropolitan Planning Organization ("CAMPO"). There is one vacancy due to the expiration

of term. A new application was submitted by John Terry.

Agenda Action: Formal Action / Motion Time Requested: 15 minutes

Proposed Motion

I move to appoint John Terry to the Carson City Regional Transportation Commission, to fill a term that expires in December, 2022.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.170: CCMC 11.20.030

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Board Action Taken:		
Motion:	1)	Aye/Na
	2)	

<u>Alternatives</u>

Re-open the position for additional applicants.



Regional Transportation Commission

Board Details

The Regional Transportation Commission, comprised of five members who also represent CAMPO, establishes priorities and recommends appropriate funding for transportation improvement projects within Carson City. The RTC meets the second Wednesday of every month after the Carson Area Metropolitan Planning Organization Meeting in the Sierra Room of the Carson City Community Center, and Carson City residents are welcome to attend these meetings

Overview

L Size 5 Seats

Term Length 2 Years

☑ Term Limit 12 Years

Additional

Meetings

•Following the adjournment of the CAMPO meeting, which begins at 4:30 pm •Meets on the second Wednesday of every month •Community Center, Sierra Room 851 East William Street

Powers & Duties

The Regional Transportation Commission is set up to establish priorities and recommend appropriate funding for transportation improvement projects within Carson City. Projects are evaluated in terms of: oThe priorities established by the Carson Area Metropolitan Planning Organization (CAMPO) Regional Transportation Plan. oThe relation of the proposed work to other projects already constructed or authorized. oThe relative need for the project in comparison with others proposed. oThe funds available.

Additional Information

CAMPO RTC BOS Interlocal agreement AmendedJune2020 Executed.pdf CCMC 11.20.030.pdf



Carson City, NV

Regional Transportation Commission

Board Roster



Lori Bagwell

2nd Term Jan 17, 2019 - Dec 31, 2020

Position Board of Supervisors



Brad Bonkowski

3rd Term Jan 01, 2016 - Dec 31, 2020

Appointing Authority Board of Supervisors

Position Board of Supervisors

Office/Role Chair



Mark Kimbrough

4th Term Jul 03, 2014 - Dec 31, 2020

Appointing Authority Board of Supervisors **Position** Citizen at Large



Charles L Macquarie

2nd Term Jan 04, 2018 - Dec 31, 2021

Appointing Authority Board of Supervisors **Position** Citizen at Large



Gregory S Stedfield

2nd Term Mar 01, 2018 - Dec 31, 2021

Appointing Authority Board of Supervisors **Position** Citizen at Large

Conflict of Interest

Submit Date: Dec 22, 2020

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

○ Yes ⊙ No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

○ Yes ○ No

Education

Note: only complete this section if a degree is required for this position

College, Professional, Vocational or Other Schools attended:

BS Civil Engineering, Union College, Schenectady, NY - 1979

Major Subject:

Civil Engineering

Degree Conferred:

Bachelor of Science

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I am a retired Civil Engineer with 39 years of experience mostly in Transportation. A total of 24 years were with the Nevada Department of Transportation and the last 5 1/2 years were as Assistant Director-Chief Engineer. As Assistant Director-Chief Engineer I was responsible for all project delivery, administration of 9 major divisions, and State and Federal funding of projects. Applicable experience in State and Federal funding requirements including Local Agency projects, and project contracting including CMAR and Design-Build.

List the community organizations in which you have participated and describe participation:

None

List your affiliation with professional or technical societies: *if required for the position.

Professional Engineer, Civil - Nevada, 1984 to present APWA - 2001-2018 American Association of State Highway and Transportation Officials (AASHTO) - 2012-2018

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

✓ I Agree *

John M. Terry, P.E.(Retired)

183 St. Albans Pl. Carson City, NV 89703 (702) 338-7730 johnterry@me.com

Resident of Carson City and retired Professional Engineer with 39 years of experience mostly in transportation. Experience at Nevada Department of Transportation includes final 5 ½ years as Assistant Director – Chief Engineer responsible for all project delivery. Familiar with NDOT and FHWA funding and environmental requirements. Experienced in all aspects of transportation contracting, including Design Build and CMAR, and coordinated with and testified at Nevada legislature regarding contracting issues and legislative bills.

Professional Experience

August 2002 to February 2018 -Nevada Department of Transportation

September 2012 to February 2018, Carson City, NV - Asst. Director – Chief Engineer
Administration over 8 Divisions and 450 staff including all budgets. Responsible for all project delivery by the Department both in-house and by private consultants. As Chief Engineer representing the Director and the Department in all aspects of engineering. Coordinated with the FHWA on all project delivery; design, ROW and environmental, and administration of local agency (cities and counties) projects using Federal money. Met with Nevada legislators and testified at legislative hearings regarding legislation impacting the Department.

August 2002 to September 2012 – Las Vegas, NV - Project Manager/PM Asst. Division Head Responsible for delivery of many major projects by the Department in Southern Nevada and coordination with local entities. Major projects including widening of US 95 in LV valley, I-15 North and South Design-Build projects and various projects on the Las Vegas Beltway.

February 1991 to August 2002 – Jacobs Engineering (formerly Sverdrup Civil, Inc.)

March 2001 to August 2002, Las Vegas, NV – Transportation Principal, Western Region Pursued and managed major transportation projects in Western US.

January 1996 to March 2001, Salt Lake City, UT - Senior Project Manager
Senior project manager on the \$1.6 Billion I-15 Reconstruction Design-Build project in Salt Lake
City in advance of the 2002 Winter Olympic Games.

February 1991 to January 1996, Bellevue, WA - Senior Project Manager

Managed and designed major transportation projects in Washington, Idaho, and Montana including the SR 520 Freeway widening EIS and design in Bellevue, Washington.

September 1981 to February 1991 Carson City, NV – Nevada Department of Transportation

Design engineer working on Roadway, Traffic, Drainage and Structures designs.

Education

BS Civil Engineering, Union College, Schenectady, NY 1979

Professional License

Professional Engineer, Civil – Nevada, 1984 to present

Professional Organizations

American Association of State Highway and Transportation Officials (AASHTO)
Standing Committee on Highways, 2012-2016
Transportation Policy Forum, 2016 to 2018
Transportation Curriculum Committee - Chairman, 2016-2018

11.20.030 - Creation and organization of regional street and highway commission.

- The board does hereby create the regional street and highway commission of Carson City, state of Nevada.
- 2. The commission shall be composed of representatives to be selected as follows by the board:
 - Two (2) members of the board of supervisors one of whom must be designated by the commission to serve as chairman of the commission;
 - b. Three representatives of the city at large.

(Ord. 1999-18 § 2, 1999).

11.20.035 - Terms and regulations of commission.

- One representative of the commission who is a member of the board of supervisors and one representative
 of the commission who is a representative of the city at large must serve until the next ensuing December
 31 or an even numbered year; and
- 2. One representative of the commission who is a member of the board of supervisors and two (2) representatives of the commission who are representatives of the city at large must serve until the next ensuing December 31 of an odd-numbered year.
- Commission members shall serve terms of two (2) years and any vacancies shall be filled for the unexpired term.
- 4. The commission shall adopt such rules and regulations as are not in conflict with this chapter, Chapter 373 of the 1966 Statutes of Nevada, or any other law of the state of Nevada for the organization of the commission and the conduct of its business.

11.20.037 - Meetings, notice of meetings, powers and duties of the commission.

- 1. The commission shall meet at such times and places as the members of the commission may deem necessary and proper, but at least one meeting shall be held in each calendar month.
- 2. The commission shall exercise or perform those powers and duties specifically granted to them and enumerated in NRS Chapter 373 and shall exercise or perform said powers and duties in the mode and manner set forth in the aforementioned chapter.
- 3. All decisions, acts and resolutions of the commission shall be by majority vote of its membership. A tie vote shall have the effect of no decision and no action shall be taken.
- 4. For the purpose of this section a "decision on a road project" is a decision to:
 - a. Spend more than \$10,000.00 on the study or design of;
 - b. Purchase or acquire real property or real property interests in the name of Carson City for; or
 - c. Authorize the use of the power of eminent domain to acquire property for; or
 - d. Commence construction of, a new road, or an expansion or extension of an existing road to add additional road surface.

Notice of the time and place of a meeting of the Regional Transportation Commission or the board of supervisors which involves a decision on a road project shall be given to all record property owners as shown on the latest equalized assessment rolls whose property is within 300 feet of any project by sending written notice to those property owners by U.S. mail or hand delivery at least 10 days before the meeting. The notice shall also contain a general description of the project and its general location. The notice requirement of this section does not apply to: maintenance or resurfacing of existing roads, studies of general traffic conditions, studies prepared for updates of master plans, or decisions about traffic control devices. A certificate of mailing or delivery signed and dated by a city official shall be considered conclusive proof that the persons listed on the certificate were given proper notice as required by this section. Any action taken in violation of this section is void.

(Ord. 2007-25 § 1, 2007: Ord. 1998-40 § 2, 1998).

INTERLOCAL COOPERATIVE AGREEMENT

An Interlocal Agreement defining the respective responsibilities of the Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization.

This Agreement is made by and between the Consolidated Municipality of Carson City, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization. It completely restates the previous agreement in this regard, dated September 6, 2012, as amended April 18, 2013, and amends it by adding paragraph 16 to "CITY AGREES" and adding the section "ALL PARTIES AGREE."

WITNESSETH

Whereas, Carson City ("City") is a general purpose consolidated municipal government responsible for the exercise of statutory duties established under state law and municipal ordinance and is governed by a duly elected Board of Supervisors, and

Whereas, the Carson City Board of Supervisors ("Supervisors") is authorized by state statute to delegate specific duties and responsibilities of the City to other agencies and entities through execution of an interlocal agreement, and

Whereas, the Carson City Regional Transportation Commission ("RTC") is a duly constituted special purpose agency responsible for certain specified duties and responsibilities as defined in Nevada Revised Statute Chapter 277A and may enter into interlocal cooperative agreements for the exercise of assigned responsibilities, and

Whereas, the Carson Area Metropolitan Planning Organization ("CAMPO") is a special purpose organization created through federal regulation, and

Whereas, the parties to this Agreement desire to clearly define and identify the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation related activities.

Now, therefore, in consideration of the premises and the covenants herein contained, the Parties agree as follows:

CAMPO AGREES

- To operate and manage the Metropolitan Planning Organization program for the Carson City area as designated by the Bureau of the Census and the Governor of the State of Nevada.
- To conduct the transportation planning process as required by federal regulation and to perform other regional transportation planning activities as may be necessary to maintain federal planning certification including but not limited to the preparation and approval of a Unified Planning Work Program, Regional Transportation Plan and the respective modal elements, Transportation Improvement Program, Short-Range Transit Plan, and other plans and documents as may be necessary.

- 3. To coordinate the transportation planning process and the development of necessary documents with other City departments, the Nevada Department of Transportation (NDOT), Douglas and Lyon Counties and other public and private agencies or interests (such as Washoe County, Storey County, agencies which are members of the Tahoe Compact, Federal Highway Administration, Federal Transit Administration, and other Federal agencies).
- 4. To prepare and submit necessary planning documents as may be required from time to time including grant applications, requests for reimbursement, and other necessary and appropriate documentation to City, state and federal funding agencies to ensure full reimbursement for all eligible planning, operations and capital expenses.
- 5. To satisfy federal requirements regarding involvement of Native American tribal groups in the transportation planning process.
- 6. To utilize professional, technical and clerical staff provided by City and Supervisors in the exercise and execution of functional responsibilities of CAMPO and to reimburse City for such staff support as defined in this Agreement or as may be agreed from time to time.
- 7. To act as the designated recipient and grantee of Federal Transit Administration (FTA) Section 5307 funds for the Carson City urbanized area as well as other FTA funds through NDOT for the purpose of delivering public transportation projects.
- 8. To allocate available FTA funding assistance to City or RTC for the procurement of vehicles and equipment, acquisition of property, construction of public transportation related facilities and paying the ongoing operating costs of public transportation services.

REGIONAL TRANSPORTATION COMMISSION AGREES

- 1. To prepare, monitor, and/or manage the development of plans, specifications, contract documents, right-of-way acquisition and construction necessary for the timely and efficient implementation of regional, street and highway projects authorized by City and Supervisors.
- To provide policy direction for street maintenance activities for the Street Operations
 Division of Public Works, including recommending annual budget requirements to City and
 Supervisors.
- 3. To award and execute street and highway contracts. Such authority includes the ability to approve street and highway contracts that include RTC and/or street funds, and also other funds including, but not limited to, water, sewer and stormwater funds, provided that those other funds were previously budgeted by the City.
- 4. To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
- 5. To operate Jump Around Carson (JAC) transit services on behalf of City and Supervisors within the scope of budgetary approval as may be authorized on an annual basis. Such operational authority will include overseeing day-to-day operations and considering and approving budgets, services, operating schedules, fare structure, agreements with other agencies, and other matters necessary to the full and functional management and operation of the system. Operational authority also includes the authority to award and execute transit contracts and amend existing transit contracts.
- 6. To collect operating and special revenues from daily operation of JAC and deposit such revenues with City either directly or through a management company.
- 7. To coordinate the maintenance of JAC equipment with City Fleet Maintenance Division and to timely notify City of issues related to the on-going maintenance of the JAC equipment.

- 8. To approve expenditure of funds for the provision of JAC services to service providers, suppliers, and others providing management, materials and supplies or special services to JAC, RTC and/or Carson City in the provision of public transportation services within the approved budget and submit authorization for such payments to Carson City for processing and payment.
- 9. To prepare equipment and material specifications for acquisition and/or purchase of capital equipment, materials and supplies, or other necessary items and to provide said material specifications and requests for acquisition of materials to City for procurement.
- 10. To provide City and Supervisors progress and productivity reports on the performance of JAC.
- 11. To provide CAMPO and/or City with appropriate grant applications, grant reimbursement requests, monthly and/or quarterly reports and summaries supporting reimbursement requests and coordinate operations with CAMPO and/or City so as to allow timely submittal of required federal documents and reimbursement requests.
- 12. To coordinate with other public transportation providers in the region and as necessary consider and approve service changes, schedule modifications, fare adjustments, service connections with other providers and other matters related to the operation of the JAC services.
- 13. To issue requests for proposal, request for qualifications, project proposals, project bids and quotations and other matters necessary and appropriate for the expeditious exercise of the responsibilities as granted herein.
- 14. To approve an annual public transportation operating and capital budget utilizing local, state and federal funds; and to otherwise provide for the public transportation needs of the community.
- 15. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of facility projects used in connection with public transportation services.

CITY AGREES

- To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds and issue refund bonds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the community.
- To hereby authorize the RTC to act on behalf of the City and Supervisors in carrying out the full intent of the budget authority, including committing water, sewer, stormwater, and other funds provided that the funds were previously budgeted by the City, for street and highway projects and street maintenance projects by completing project design and right-of-way acquisition either in-house through appointed staff or consultants, calling for bids, awarding of bids, execution of contracts, and supervising all project activities including right-of-way appraisal, acquisition, construction, including resolution of condemnation and pursuit of eminent domain proceedings if necessary.
- 3. To allocate necessary match funds for the operation of JAC.
- 4. To authorize RTC to act on behalf of City and Supervisors in the day-to-day operation and oversight of JAC and the street maintenance operation function of the Public Works Department based on the approved budget and policies established by City and Supervisors.
- 5. To provide necessary staff support to CAMPO, RTC and street operations for the work contemplated in this Agreement including professional, technical, clerical, purchasing and

- procurement, legal services, human resource and other required support for the timely execution of the work contemplated in authorized street and highway project budget, street operations budget, or operation of JAC.
- 6. To provide appropriate documentation of RTC, street operations and CAMPO costs incurred for eligible reimbursable staff expenses.
- 7. To maintain JAC vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
- 8. To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
- 9. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RTC as may be necessary to provide for the continued efficient and effective operation of JAC.
- 10. To authorize RTC and CAMPO to carry out activities essential to the efficient and effective implementation of transportation planning, street and highway project development and maintenance and implementation and provision of public transportation. This authority includes calling for bids, proposals, statements of qualification, and the preparation, award, and execution of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
- 11. To provide legal services to CAMPO and RTC including exercise of eminent domain and other legal processes necessary for the timely implementation of street and highway projects and operation of the JAC services.
- 12. To administratively hold title to property on behalf of CAMPO, the grantee including vehicles, equipment and real property that is acquired with FTA assistance and used in public transportation services and to relinquish such title to CAMPO in the event this Agreement is terminated.
- 13. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of public transportation related facility projects that are shared-use by City and RTC.
- 14. To relinquish to RTC and/or CAMPO the Federal share of facilities acquired with FTA assistance and used in connection with public transportation services in the event this Agreement is terminated.
- 15. To remunerate to RTC and/or CAMPO the remaining Federal interest of facilities acquired with FTA assistance and used in public transportation services in the event such facilities are acquired by the City and used for non-public transportation purposes prior to the end of their public transportation related useful life.
- 16. To approve contracts that include RTC and/or street funds when awarding and executing contracts that do not fall under the authority granted to the RTC. Such authority expressly includes the ability to commit RTC and/or street funds, provided that those funds were previously budgeted.

ALL PARTIES AGREE

- 1. This Agreement will become effective only when approved by appropriate official action of the governing body of each Party.
- 2. This Agreement is effective on the date of the last required signature affixed below. This Agreement shall continue in perpetuity until modified or terminated through a written agreement signed by the Parties. This Agreement may be terminated by any Party without

- cause by providing written notice to the other Parties at least 180 days prior to June 30 of any given year (the end of the fiscal year).
- 3. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter.
- 4. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. The contract liability of any parties shall not be subject to liquidated or punitive damages.
- Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.
- 6. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.
- 7. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.
- 8. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City, or if in federal court, in the closest federal district court to Carson City, Nevada.
- 9. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 10. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization When La Carson Area Metropolitan Planning Organization Mark Kimbrough, Chairman	Date6-19-20
Carson City Regional Transportation Commission Brad Bonkowski, Chairman	Date 6-18-20
Carson City Board of Supervisors Robert Crowell, Mayor	Date 6/18/2-20