

**NOTICE OF PUBLIC MEETING OF THE
CARSON AREA METROPOLITAN PLANNING ORGANIZATION
WEDNESDAY, APRIL 8, 2009 5:30 P.M.
COMMUNITY CENTER- SIERRA ROOM
851 EAST WILLIAM STREET
CARSON CITY, NEVADA**

NOTE: The Carson Area Metropolitan Planning Organization is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson Area Metropolitan Planning Organization staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or ppittenger@ci.carson-city.nv.us, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on April 6, 2009).

For more information regarding any of the items listed on the agenda, please contact the Metropolitan Planning Organization staff at (775) 887-2355. Additionally, the agenda with all supporting material is posted on the CAMPO website at www.carsonareampo.com.

AGENDA

A. ROLL CALL AND DETERMINATION OF A QUORUM

B. APPROVAL OF MINUTES:

March 11, 2009 meeting

C. MODIFICATION OF AGENDA: This is the tentative schedule for the meeting. CAMPO reserves the right to take items in a different order to accomplish business in the most efficient manner.

D. PUBLIC COMMENT: Members of the public who wish to address the Metropolitan Planning Organization may approach the podium and speak on matters related to the Metropolitan Planning Organization, but not on items agendized for this meeting. Comments are limited to three minutes per person or topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Metropolitan Planning Organization meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

E. DISCLOSURES: Any member of the Metropolitan Planning Organization that may wish to explain any contact with the public regarding an item on the agenda or business of the Metropolitan Planning Organization.

F. PUBLIC MEETING ITEMS:

F-1 Information regarding the proposed CAMPO fiscal year 2010 Unified Planning Work Program (UPWP).

Staff Summary: CAMPO must submit a UPWP to the Nevada Department of Transportation (NDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) for fiscal year 2010. The UPWP establishes the budget for proposed

CAMPO activities and describes how federal Planning (PL) and FTA Section 5303 funds will be administered during the fiscal year.

F-2 Information regarding a proposed amendment to the Transportation Improvement Program (TIP).

Staff Summary: The existing TIP must be amended to include projects that may now be implemented with funds from the American Recovery and Reinvestment Act (ARRA). Funding through the ARRA involves Federal funds and, as such, all projects must be listed in the TIP. An amendment to the TIP requires notice of a 30-day public comment period which is currently underway and was initiated following CAMPO action at their March 11, 2009 meeting.

F-3 Action to amend the CAMPO policy on public comment process for proposed fare and service changes.

Staff Summary: Clarification is needed regarding the policy on the public comment process for fare and service changes. Staff seeks to clarify that the public comment process is to be held within the CAMPO boundaries. Additionally, CAMPO would require prior notification of any fare or service changes within the CAMPO boundaries for services funded with Federal Transit Administration funds administered by CAMPO.

F-4 Action to approve the application to the Nevada Department of Transportation for Federal Transit Administration 5316 funds for federal fiscal year 2010.

Staff Summary: While CAMPO is the designated recipient and grantee for Federal Transit Administration (FTA) 5307 funds, the Nevada Department of Transportation (NDOT) still administers the FTA 5309 and FTA 5316 funds. FTA 5316 funds are used to fund Job Access Reverse Commute. The projects available for this type of funding are the RTC Intercity Express between Carson City and Reno, Spooner Express Route 21X between Carson City and Lake Tahoe. This application will be for fiscal year 2010, beginning October 1, 2009 ending September 30, 2010.

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items)

G-1 Proposed CAMPO boundary expansion.

Staff Summary: During the March 11, 2009 meeting, CAMPO indicated its support in pursuing the expansion of the CAMPO boundaries as per the request from Lyon County. Following that meeting, a letter was sent to Lyon County by the CAMPO Chairman expressing CAMPO support of the proposed boundary expansion. A copy of that letter has been attached for reference.

G-2 Future Agenda Items

H. ADJOURNMENT

The next meeting is tentatively scheduled for 5:30 p.m., Wednesday, May 13, 2009, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations

On Thursday, April 2, 2009, before 5:00 p.m.:

CITY HALL, 201 North Carson Street

CARSON CITY LIBRARY, 900 North Roop Street

COMMUNITY CENTER, SIERRA ROOM, 851 East William Street

CARSON CITY PUBLIC WORKS, 3505 Butti Way

PLANNING DIVISION, 2621 Northgate Lane, Suite 62

DOUGLAS COUNTY EXECUTIVE OFFICES, 1594 Esmeralda Avenue, Minden

LYON COUNTY PLANNING DEPARTMENT, 801 Overland Loop, Suite 201, Dayton

NEVADA DEPARTMENT OF TRANSPORTATION, 1263 S. Stewart Street, Carson City

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A regular meeting of the Carson Area Metropolitan Planning Organization was scheduled for 5:30 p.m. on Wednesday, March 11, 2009 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Charles DesJardins
Vice Chairperson Paul Esswein
Shelly Aldean
Russell Carpenter
Robert Crowell
Jeff Foltz
James Mallery
Dennis Taylor

STAFF: Kim Belt, Capital Projects Manager
Joel Benton, Senior Deputy District Attorney
Dan Doenges, Senior Transportation Planner
Kathleen King, Recording Secretary
Keith Pearson, Transit Coordinator
Patrick Pittenger, Transportation Manager
Darren Schultz, Deputy Public Works Director

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

A. CALL TO ORDER AND DETERMINATION OF QUORUM (5:33:22) - Chairperson DesJardins called the meeting to order at 5:33 p.m. Roll was called; a quorum was present.

B. ACTION ON APPROVAL OF MINUTES - February 11, 2009 (5:36:00) - Member Crowell moved to approve the minutes. Member Carpenter seconded the motion. Motion carried 7-0.

C. MODIFICATION OF AGENDA (5:36:45) - None.

D. PUBLIC COMMENT (5:37:09) - None.

E. DISCLOSURES (5:38:10) - None.

F. PUBLIC MEETING ITEMS:

F-1. INFORMATION REGARDING DISTRIBUTION OF THE AMERICAN RECOVERY AND REINVESTMENT ACT FUNDS TO MEMBER COUNTIES (5:38:43) - Chairperson DesJardins introduced this item. Mr. Pearson reviewed the agenda report, and advised that the figures reflected therein had been actually apportioned. In response to a question, he advised that the stimulus funding cannot be used as a local match. In response to a question, Mr. Pittenger advised that since the funds have been apportioned the "180-day and 365-day clocks have started ticking." Mr. Pearson acknowledged that the RTC's acquisition of a low-floor JAC bus will not cause the City to exceed its spare ratio. Mr. Pittenger explained the term "spare ratio." In response to a

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question, Member Taylor explained the term “obligate,” as pertinent to the American Recovery and Reinvestment Act (“ARRA”) funds, indicates that a project has been identified through the Federal Management Information System to which said funding will be allocated. Mr. Pittenger provided additional clarification. In response to a further question, he explained that CAMPO staff will submit a single grant application representing the Carson City Regional Transportation Commission and Douglas County. He noted the action associated with the next agenda item.

Chairperson DesJardins called for additional questions or comments and for public comment; however, none was forthcoming. He thanked Mr. Pearson for his presentation. In response to a question, Member Taylor explained the method anticipated for redistributing unobligated ARRA funding. Mr. Pittenger advised that FHWA roadway funds will be distributed first to each state and then suballocated to large urban areas. Transit funds will be allocated directly to the urbanized areas. Chairperson DesJardins called again for public comment; however, none was forthcoming.

F-2. ACTION TO AUTHORIZE THE OPENING OF A 30-DAY PUBLIC COMMENT PERIOD FOR A PROPOSED AMENDMENT TO THE TRANSPORTATION IMPROVEMENT PROGRAM (“TIP”) (5:51:32) - Chairperson DesJardins introduced this item. Mr. Doenges reviewed the agenda report and the attached table. He acknowledged that only the projects highlighted on the table attached to the agenda report will be submitted to the public comment process. Mr. Pittenger pointed out that any county entity may request to add a project to the TIP. He advised that the proposed amendment can be revised during the 30-day comment period, and that it will be resubmitted to the CAMPO for final approval. He pointed out the listing of Douglas County projects included in the proposed amendment table. Mr. Doenges advised of having informed Lyon and Douglas County representatives of the proposed amendment.

In response to a question, Mr. Pittenger reviewed the method by which and the criteria for Lyon County to add proposed projects to the TIP. In response to a further question, he advised that the 30-day public comment period will begin next Tuesday, March 17th with publication of a notice in the local newspaper. In response to a further question, he explained that over half of the \$950,000 is included in the proposed TIP amendment. He noted the \$60,000 assigned to design and determination of a location for a JAC transit center, and explained, “pending the results of that expenditure, ... we’re leaving just under half of the money flexible for the moment ...” Member Crowell expressed concern over the timing and process associated with deciding how to allocate the ARRA funding. Mr. Pittenger noted the periodic difficulty associated with scheduling the CAMPO meeting prior to the Regional Transportation Commission meeting. He explained the need for flexibility in allocating the ARRA funding, and advised of the certainty that the TIP will be further amended in the next few months to ensure “we capture all those dollars.” He noted item G-1, on the Regional Transportation Commission agenda, to discuss how to allocate the ARRA funding. He acknowledged the possibility of further amending the TIP within the 30-day comment period.

Member Aldean noted that, as an urbanized area, funding was allocated for transit-related projects. As the Regional Transportation Commission, however, Carson City is “treated differently than Washoe and Clark [Counties] with respect to receiving funds for roadway projects.” In response to a question, Mr. Pittenger discussed the intent for metropolitan planning organizations to receive a suballocation. A decision was made to allocate the State of Nevada “just over \$200 million;” thirty percent to be suballocated to the MPOs which could, in turn, be used for roads or buses without being subject to the “120-clock that NDOT is subject to.” Mr. Pittenger explained the differences between a MPO with a

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population density beginning at 50,000 and a transportation management agency (“TMA”) with a population beginning at 200,000. He further explained that, pertinent to ARRA funding criteria, a delineation was made between “the bigger MPOs from the smaller ones.” Carson City was “left out ... at the mercy of NDOT ... because we did not get a direct suballocation.” From the \$201 million, approximately \$50 million was allocated to the Clark and Washoe County MPOs, “a pot of statewide monies ... up to the state to decide how to distribute ...” Member Taylor advised that NDOT representatives are working with the Nevada Association of Counties to “help solicit projects.” He further advised that Mr. Pittenger had provided a list of projects over a month ago. “Currently, those projects from Patrick as well as our rural counties are making their way through NDOT to ensure we have the necessary certifications ...” and a “doable” project. In response to a question, Member Taylor advised that no federal requirements will be relaxed to accommodate ARRA-funded projects.

Chairperson DesJardins called for public comment and, when none was forthcoming, entertained a motion. **Member Carpenter moved to authorize the opening of a 30-day public comment period for a proposed amendment to the Transportation Improvement Program; fiscal impact \$1,092,247 in Federal Transit Administration funds; the amount of Federal Highway Administration funds being unknown at this time. Member Crowell seconded the motion. Motion carried 7-0.**

F-3. ACTION TO AMEND THE CAMPO POLICY ON PUBLIC COMMENT PROCESS FOR PROPOSED FARE INCREASES AND SERVICE REDUCTIONS (6:10:51) - Chairperson DesJardins introduced this item. Mr. Pittenger reviewed the staff report and the attached policy amendment. He advised that Douglas County representatives had reviewed the proposed policy amendment. Mr. Benton acknowledged having reviewed the proposed amendment.

In response to a question, Mr. Pittenger explained the reason for terming the policy as “proposed fare increases and service reductions.” Member Mallery suggested terming the policy as “proposed fare and service changes,” so as to “cover the bases;” noting the policy could also serve as a “public relations piece if you can do something better, increase the service or reduce the fare, and have a process to let everybody know ...” Mr. Pittenger agreed that the policy could be edited. Member Aldean agreed with the importance of “emphasizing the positive,” but noted the potential burden on City staff to schedule special meetings. She expressed support for ensuring adequate public notification of the expansion of service areas or other route changes. She reviewed necessary clerical corrections to the policy amendment included in the agenda materials. Member Carpenter expressed support for adequate public notification of such things as “free rides for seniors” and transit service expansion. He suggested sending public service announcements to radio stations and the local newspaper to ensure more liberal notice of any change to the transit service. He noted the importance of public information generating public feedback. Mr. Pittenger referred to a “nice front-page article” which appeared in the *Nevada Appeal* about free rides for senior citizens as a result of his meeting with the *Nevada Appeal* Editorial Board.

Member Foltz confirmed the current process, and advised of having submitted written comments pertinent to the subject item. In response to a question, Mr. Pittenger agreed to further edit the proposed policy to ensure consistency between the terms “governing board” and “governing body.” Pursuant to the provisions of paragraph 2(a) of the proposed policy, he acknowledged the intent to schedule a public meeting during the required 30-day public comment period. In response to a further question, he explained the significance of the public meeting and its timing.

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Chairperson DesJardins opened this item to public comment; however, none was forthcoming. Mr. Pittenger acknowledged the proposed policy could be resubmitted at the April CAMPO meeting following incorporation of the comments and feedback received at this meeting. No formal action was taken.

F-4. INFORMATION REGARDING A REQUEST BY LYON COUNTY TO EXPAND THE CAMPO BOUNDARIES (6:25:44) - Chairperson DesJardins introduced this item, and Mr. Pittenger reviewed the agenda report. Vice Chairperson Esswein requested Lyon County Manager Dennis Stark to address this item. Chairperson DesJardins noted previously expressed support for expanding the CAMPO boundaries, and lauded Lyon County's request. (6:36:46) Lyon County Manager Dennis Stark commended Mr. Pittenger's presentation, and reviewed his February 26, 2009 letter, copies of which were included in the agenda materials.

In response to a question, Mr. Pittenger reviewed the criteria necessary for expanding the CAMPO boundaries. Member Taylor reviewed the provisions of the pertinent sections of the United States Code and the Code of Federal Regulations relative to the criteria for expanding CAMPO boundaries. Mr. Pittenger acknowledged that the process will be addressed by CAMPO staff and Lyon County representatives. Vice Chairperson Esswein provided background information on the decision to pursue the request based on the population increase within the Dayton Valley area growth boundaries. He noted that existing urbanized clusters, according to the 2000 census, are included within the proposed boundary.

Chairperson DesJardins advised that he would work with Mr. Pittenger to compose a letter of response. Member Crowell expressed support for the request in consideration of regional cooperation and area growth. Mr. Pittenger acknowledged the subject item would be agendized for action at the April CAMPO meeting. Mr. Stark thanked the CAMPO members, commended Vice Chairperson Esswein on his representation of Lyon County, and looked forward to continued regional cooperation. Chairperson DesJardins opened this item to public comment; however, none was forthcoming.

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1. FUTURE AGENDA ITEMS (6:47:51) - Mr. Pittenger provided an overview of the tentative April agenda.

H. ACTION ON ADJOURNMENT (6:49:05) - Member Aldean moved to adjourn the meeting at 6:49 p.m.

The Minutes of the March 11, 2009 Carson Area Metropolitan Planning Organization meeting are so approved this _____ day of April, 2009.

CHARLES DES JARDINS, Chair

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR BOARD ACTION**

Date Submitted: March 26, 2009

Meeting Date: April 8, 2009

To: Carson Area Metropolitan Planning Organization

From: Dan Doenges, Senior Transportation Planner

Subject Title: Information regarding the proposed CAMPO fiscal year 2010 Unified Planning Work Program (UPWP).

Staff Summary: CAMPO must submit a UPWP to the Nevada Department of Transportation (NDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) for fiscal year 2010. The UPWP establishes the budget for proposed CAMPO activities and describes how federal Planning (PL) and FTA Section 5303 funds will be administered during the fiscal year.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: N/A

Explanation for Recommended Action: Prior to the beginning of each fiscal year, CAMPO must submit a UPWP to NDOT, FHWA, and FTA establishing the budget for proposed activities to be administered throughout the year. These agencies must approve the UPWP before any tasks are initiated in order to ensure reimbursement through federal funds for expenses incurred by CAMPO activities. Prior to submittal of the UPWP, CAMPO must hold a 30-day public comment period for review of the proposed program and document any comments received. The opening of the 30-day public comment period was noticed on April 5, 2009. In addition, there will be a public informational meeting on April 21, 2009, from 4:00 to 6:00 p.m., in the Bonanza Room at the Carson City Community Center. Following the close of the public comment period, staff will present a finalized UPWP, along with any comments received, for CAMPO approval at their next meeting.

Applicable Statue, Code, Policy, Rule or Policy: Federal Register 23 CFR § 450.308

Fiscal Impact: \$330,000 budgeted for proposed work tasks in FY 2010; comprised of \$260,680 in FHWA funds, \$44,480 in FTA funds, and \$24,840 in local funds to be divided proportionately between the three CAMPO member agencies. The \$24,840 in local funds does not include an additional \$6,000 to be divided between the three CAMPO member agencies for CAMPO responsibilities as the designated grantee for FTA funds, as is listed in the Transportation Improvement Program (TIP).

Explanation of Impact: The \$24,840 in local funds will leverage and additional \$305,160 that is necessary to complete the work tasks outlined in the proposed UPWP. Please note that the share of local funds to be provided from each of the member agencies may change if the CAMPO boundaries are expanded further into Lyon County as proposed; though the total amount will remain the same. Staff will provide an explanation of any changes at a future meeting date prior to billing member agencies for their share if the boundaries are expanded.

Funding Source: FHWA (PL funds), FTA (5303 funds), CAMPO member agencies (Carson City, Douglas County, and Lyon County).

Alternatives: N/A

Supporting Material: Proposed UPWP and Fiscal Summary for CAMPO.

Prepared By: Dan Doenges, Senior Transportation Planner

Board Action Taken:

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

_____ (Vote Recorded By)

**CARSON AREA
METROPOLITAN PLANNING ORGANIZATION
(CAMPO)**



Fiscal Year 2010: July 1, 2009 – June 30, 2010

UNIFIED PLANNING WORK PROGRAM

Carson Area Metropolitan Planning Organization (CAMPO)
Policy Board Membership

Member	Governmental Body Represented
Mr. Charles Des Jardins, Chairperson	Carson City
Mr. Dennis Stark, Vice-Chairperson	Lyon County
Ms. Shelly Aldean	Carson City
Mr. Russell Carpenter	Carson City
Mr. Bob Crowell	Carson City
Mr. Greg Lynn	Douglas County
Mr. Jim Mallery	Carson City
Mr. Dennis Taylor, Non-Voting, Ex-Officio	Nevada Department of Transportation

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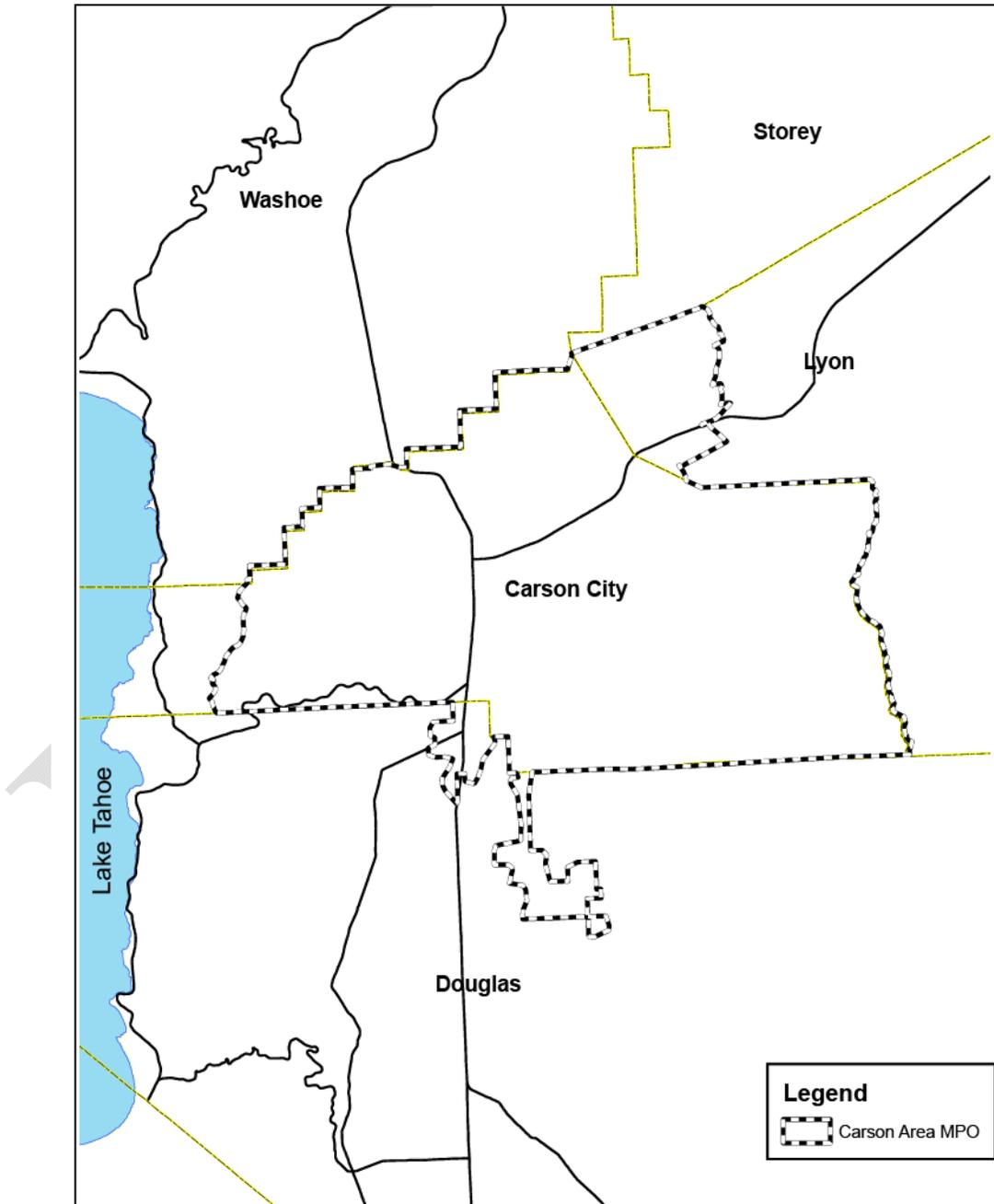
CAMPO Staff

Title	FTE
Public Works Director/Deputy Public Works Director	0.1
Transportation Manager	0.6
Senior Transportation Planner	0.9
Transit Coordinator	0.6
Total	2.2

* Other support staff, such as GIS staff, used occasionally.

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CAMPO PLANNING AREA



INTRODUCTION

What is a Metropolitan Planning Organization?

A Metropolitan Planning Organization is an organization of local governments in areas with a collective population of 50,000 or over, termed an Urbanized Area. As a condition for receiving Federal transportation dollars, MPOs must have a *continuing, cooperative, and comprehensive* transportation planning process in cooperation with the State. The MPOs are to cooperate with the State in developing transportation plans and programs for urbanized areas. This transportation planning process results in plans and programs consistent with the area's locally adopted comprehensive plans.

What is the Carson Area Metropolitan Planning Organization?

In 2002, the US Bureau of Census declared that the population of the Carson Urbanized Area, according to the 2000 Census, had surpassed the population threshold of 50,000. The urbanized area consists of Carson City, as well as the abutting, relatively densely inhabited portions of Douglas and Lyon Counties. As of the year 2000 Census approximately 84.5% of the urbanized area population was in Carson City, 12.5% in Douglas County, and about 3.0% in Lyon County. As a result of surpassing the population criteria of 50,000, the area was required to form a Metropolitan Planning Organization for its transportation planning and programming activities. The Nevada Governor, in accordance with Federal regulations, designated the Carson Area Metropolitan Planning Organization (CAMPO) as a newly formed MPO in the State of Nevada. CAMPO is governed by a seven-member Policy Board consisting of representatives of Carson City, Douglas County, Lyon County, and the Nevada Department of Transportation. Carson City and Douglas County operate transit systems that operate in the CAMPO planning area. Additionally, Carson City cooperates in intercity transportation service that operates within the CAMPO planning area from the Washoe County RTC (Reno). The representation on the MPO Policy Board from Carson City and Douglas County also represents the interests of the transit systems.

What is the Purpose of this Document?

The purpose of this document is to outline the transportation planning and programming activities of the Carson Area Metropolitan Planning Organization for fiscal year 2010 (July 1, 2009 to June 30, 2010). Funding for the MPO activities are made possible through the US Department of Transportation – both the Federal Highway Administration and the Federal Transit Administration – and through the three local entities – Carson City, Douglas County, and Lyon County. The work efforts to be undertaken and their associated costs and funding are described in this document.

Budget Assumptions

CAMPO receives annual apportionment of FHWA and FTA funds that may be used for transportation planning activities. The FHWA funds are from the planning (PL) program and may be used to reimburse eligible expenses up to 95%. The FTA funds are intended for transit planning activities and are from the 5303 program. The FTA funds may be used to reimburse eligible transit planning expenses up to 80%. In total, Federal funds are expected to cover almost 90% of the total

budget. See the individual work efforts described later in this report and the summary budget table at the end of this report for further information on the MPO's revenue and expenses.

SUMMARY OF FY 2009 WORK EFFORTS

The following are the primary tasks that were completed during FY 2009.

- During the previous fiscal year, the Regional Transportation Plan (RTP) and the Transportation Improvement Program (TIP) were updated. The RTP should be updated a minimum of every five years. Likewise, the TIP is to be updated at least every four years. The completion of the RTP allowed for an update of the TIP, which was set to expire at the end of the federal fiscal year.
- Additionally, a short-range transit system development plan was nearly completed and will be brought forward for adoption in the first quarter of the 2010 fiscal year. This plan includes an evaluation of the current system and the development and evaluation of alternative improvements to be implemented over a five-year period.
- The Federal Highway Administration (FHWA) and Nevada Department of Public Safety, Office of Traffic Safety (OTS) assisted in laying the groundwork for the development of a Pedestrian Safety Action Plan, which CAMPO will complete in the 2010 fiscal year.
- Staff participated in several on-going studies and represented CAMPO as members of several committees/boards. An example of these groups include representation on the Statewide Transportation Technical Advisory Committee (STTAC), US 50 Corridor Study, Connecting Nevada Working Group (NDOT 50-Year Plan), RTC Washoe 2040 Regional Transportation Plan Steering Committee, and the Tahoe Transportation District/Commission to name a few. In addition, staff worked with the Carson City School District and the City of Carson City to submit an application for funding through the Safe Routes to School program.

OVERVIEW OF FY 2010 WORK EFFORTS

The following are the primary tasks to be undertaken during FY 2010.

- Many tasks listed in previous years' programs are considered to be ongoing and will be included in this program as well. These tasks include general administration, UPWP development, MPO representation, training, public participation efforts, and Federal regulation compliance.
- At the request of Lyon County, CAMPO will evaluate the possible expansion of the Metropolitan Planning Area (MPA) boundaries further into Lyon County to incorporate the Dayton Valley area. During this process, CAMPO will re-examine the existing boundary line in Douglas County as well. This effort will include data collection of demographic and socio-economic indicators; coordination with CAMPO member entities, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA); and documentation/justification for the Governor of Nevada.

- CAMPO will need to update the existing travel demand model and test various scenarios based upon current and projected population and employment data. The RTP will need to be updated to reflect the newly defined geography and any transportation improvement projects that may have previously existed outside of the boundaries, if applicable. This will include an evaluation of the current base year, the incorporation of any network changes, and the projection of a new planning horizon year. At a minimum, the RTP will be updated to incorporate the most current information from the travel demand model.
- In an effort to remain current and consistent with proposed transportation projects, CAMPO staff will update the TIP on an annual basis. This will also prevent having to commit a large amount of time and resources spent “catching up” with proposed projects and will help to avoid a situation where the TIP may lapse.
- In working with the FHWA and OTS, CAMPO will develop a Pedestrian Safety Action Plan to address the safety concerns of pedestrians within the planning area. This effort will include coordination with representatives at the federal and state levels, as well as multi-departmental staff at the local level such as police, fire, health and human services, public works, the school district, and others. As this will be a CAMPO effort, input will be sought from all member agencies.

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FY 2010 UNIFIED PLANNING WORK PROGRAM

A summary table that outlines the estimated cost and funding sources for all work elements is attached to this document. Except where noted below for each task, work will be completed by CAMPO staff listed previously on page 3.

WORK ELEMENT 1.0 - Administration

Tasks

- 1.1 General Administration and Work Program Oversight - This task will include the following:
- 1.1.1 Preparation of required MPO reports and memoranda supporting the activities of the Carson Area Metropolitan Planning Organization (CAMPO)
 - 1.1.2 Budget and task/activity summaries
 - 1.1.3 Preparation of billings and reimbursement requests and other related activities.
 - 1.1.4 Application and management of FHWA planning (PL) funds, and FTA funds for CAMPO operations (5303 program).
 - 1.1.5 Memberships in related professional organizations and subscriptions to related professional periodicals.
 - 1.1.6 Obtaining and maintaining professional certifications.
 - 1.1.7 MPO Board Support –providing special reports, researching MPO issues, preparation of staff agendas, and attendance at MPO regular and special meetings.
 - 1.1.8 Federal Regulation Compliance – strategies will be adopted to implement new requirements and communicated to the applicable local agencies.

Product: Reports, budget, task summaries, funding for CAMPO and local transit operators, and UPWP amendments as needed.

Funding:	FHWA PL	\$76,000
	<u>Local</u>	<u>\$4,000</u>
	Total	<u>\$80,000</u>

- 1.2 Unified Planning Work Program Development – Prepare and adopt the FY 2011 UPWP and coordinate UPWP activities with other local, regional and statewide agencies. This task also includes UPWP amendments as needed.

Product: An adopted FY 2011 UPWP and amendments to the FY 2010 UPWP as needed.

Funding:	FHWA PL	\$5,700
	<u>Local</u>	<u>\$300</u>
	Total	<u>\$6,000</u>

- 1.3 MPO Representation – Represent the MPO at events and meetings not related to specific other UPWP tasks. This task also includes coordination with other regional MPOs, NDOT, Carson City, Douglas County, Lyon County, and other agencies and organizations to ensure development of transportation related projects that serve the best interests of the region.

Product: A well-represented MPO and appropriate coordination.

Funding:	FHWA PL	\$23,750
	<u>Local</u>	<u>\$1,250</u>
	Total	\$25,000

- 1.4 Training (not transit-specific) – Provide appropriate training to CAMPO staff and CAMPO board members. This work program will focus on training to enhance the capabilities of staff and board members in exercising the responsibilities of the MPO. This task will include the acquisition of materials for in-house training when appropriate.

Product: Enhanced staff capabilities.

Funding:	FHWA PL	\$19,000
	<u>Local</u>	<u>\$1,000</u>
	Total	\$20,000

- 1.5 Public Participation – Under this activity, continuing CAMPO public participation efforts will be conducted. Public participation efforts will be conducted throughout the program period related to numerous work tasks, including the update of the regional plan, the update of the TIP, the development of a short-range transit plan, and other activities. Included in this task is the maintenance of the CAMPO website, as the website is a very useful tool to inform constituents of CAMPO’s purpose and current activities.

Product: Public participation activities, including an operating website for public information.

Funding:	FHWA PL	\$6,080
	FTA Section 5303	\$1,280
	<u>Local</u>	<u>\$640</u>
	Total	\$8,000

WORK ELEMENT 2 - Regional Transportation Plan

- 2.1 CAMPO Boundary Expansion Analysis – CAMPO will undergo the process to determine a logical and agreeable expansion of the Metropolitan Planning Area (MPA) boundaries. This will require data collection and analysis of current and projected population and employment characteristics of the surrounding areas; traffic analysis; documentation; and coordination between member agencies, NDOT, FHWA, and the Governor’s Office.

Product: Determination of a logical and agreeable MPA boundary

Funding:	FHWA PL	\$9,500
	<u>Local</u>	<u>\$500</u>
	Total	\$10,000

- 2.2 Update the Regional Transportation Plan (RTP) including the CAMPO travel demand model – CAMPO will need to update the existing and projected population and employment data and incorporate that into the existing RTP. In addition, several scenarios will be run in the CAMPO travel demand model and those results will need to be included in the RTP as well. This will include an evaluation of the current base year, the incorporation of any network changes, and the projection of a new planning horizon year. If applicable, newly defined geography and any associated planned transportation improvements will need to be identified.

Product: Updated and extended RTP and travel demand model

Funding:	FHWA PL	\$71,250
	FTA Section 5303	\$20,000
	<u>Local</u>	<u>\$8,750</u>
	Total	\$100,000

- 2.3 Update the Regional Transportation Improvement Program (RTIP) – The RTIP will be revised and extended immediately following the completion and approval of the RTP. It will include a five-year list of projects and be consistent with all Federal planning regulations. Formal amendments will be made as necessary throughout the period.

Product: Updated RTIP

Funding:	FHWA PL	\$9,500
	<u>Local</u>	<u>\$500</u>
	Total	\$10,000

- 2.4 Regional Consistency Review – Projects proposed within the CAMPO boundaries will be subjected to a review to determine consistency with the RTP and RTIP, energy conservation,

relieve and prevent congestion from occurring where it does not yet occur, consider likely impacts of transportation policy on land use and development decisions, ensure preservation and efficient utilization of existing transportation facilities and other matters required by federal regulation. This effort will not duplicate routine development reviews of proposed developments that are conducted by constituent units of government.

Product: Periodic transportation system review and reports. Input on proposed developments of regional significance. Annual growth management reviews will be conducted.

Funding:	FHWA PL	\$1,900
	<u>Local</u>	<u>\$100</u>
	Total	\$2,000

3 WORK ELEMENT 3 - Street and Highway Planning

3.1 Travel Demand Model Maintenance and Support Activity – This task consists of on-demand travel demand modeling services through consultant service. There are periodic needs to provide information to other agencies both within and outside the CAMPO area that is derived from, or is an input to, the modeling process. The majority of the cost of this project will be associated with consultant costs, with a minority of cost used to reimburse staff project management.

Product: Provision of information from the modeling process as requested

Funding:	FHWA PL	\$19,000
	<u>Local</u>	<u>\$1,000</u>
	Total	\$20,000

3.2 Development of a Pedestrian Safety Action Plan – Toward the end of the previous fiscal year the FHWA and Office of Traffic Safety (OTS) laid the groundwork to develop a Pedestrian Safety Action Plan. The information and data collected at that time will be assembled into a report based upon the stakeholder feedback that was obtained.

Product: Pedestrian Safety Action Plan

Funding:	FHWA PL	\$19,000
	<u>Local</u>	<u>\$1,000</u>
	Total	\$20,000

4.0 WORK ELEMENT 4 - Public Transit

- 4.1 Complete the Short-Range Transit Plan – A five-year transit plan will be completed that will guide the development of short-term transit services in the CAMPO area. The plan will include an evaluation of the existing service and coordination with connecting services, conduction of a detailed passenger activity count, development of alternative transit system improvements, estimation of costs and revenues under the alternative improvements, and selection of a preferred alternative.

Product: Short-range transit system development plan.

Funding:	FTA Section 5303	\$4,000
	<u>Local</u>	<u>\$1,000</u>
	Total	\$5,000

- 4.2 Responsibilities as Federal designated recipient – CAMPO is an official designated grant recipient of Federal Transit Administration (FTA) funds. The designated recipient is authorized to receive and apportion FTA funds within the urbanized area. CAMPO will fulfill the responsibilities of the designated grant recipient, administer distribution of FTA funds in the region among transit operators, and ensure that all regulatory requirements are met. Effort conducted under this task will include training, acquisition of necessary publications, and staff time to work with NDOT, FTA, and transit operators.

Product: Duties necessary to serve as the Federal designated grant recipient.

Funding:	FTA Section 5303	\$9,600
	<u>Local</u>	<u>\$2,400</u>
	Total	\$12,000

- 4.3 Regional Transit Coordination – There are three transit services operating within the CAMPO planning area that are subsidized by member counties. CAMPO will fill the role of coordinating the services from a regional perspective and of facilitating the development of new services.

Product: Coordination and communication among transit operators.

Funding:	FTA Section 5303	\$9,600
	<u>Local</u>	<u>\$2,400</u>
	Total	\$12,000

CAMPO 2010 UPWP Cost/Funding Summary - Draft

Major Work Element	Work Task		Funding Source				Total Cost
			FHWA		FTA		
	Number	Description	PL	Local Match	5303	Local Match	
1.0 MPO Administration	1.1	General Administration and Work Program Oversight	\$76,000	\$4,000			\$80,000
	1.2	UPWP Development	\$5,700	\$300			\$6,000
	1.3	MPO Representation	\$23,750	\$1,250			\$25,000
	1.4	Training (not transit-specific)	\$19,000	\$1,000			\$20,000
	1.5	Public Participation	\$6,080	\$320	\$1,280	\$320	\$8,000
2.0 Regional Transportation Plan	2.1	CAMPO Boundary Expansion Analysis	\$9,500	\$500			\$10,000
	2.2	Update RTP including travel demand model*	\$71,250	\$3,750	\$20,000	\$5,000	\$100,000
	2.3	Complete and maintain RTIP	\$9,500	\$500			\$10,000
	2.4	Regional Consistency Review	\$1,900	\$100			\$2,000
3.0 Street and Highway Planning	3.1	Model maintenance and support activities*	\$19,000	\$1,000			\$20,000
	3.2	Development of Pedestrian Safety Action Plan	\$19,000	\$1,000			\$20,000
4.0 Public Transit Planning	4.1	Development of short-range transit plan			\$4,000	\$1,000	\$5,000
	4.2	Responsibilities as designated recipient			\$9,600	\$2,400	\$12,000
	4.3	Regional transit coordination			\$9,600	\$2,400	\$12,000
		Total Funding	\$260,680	\$13,720	\$44,480	\$11,120	\$330,000

Note: Consultant involvement is expected for the following work tasks (indicated with an asterisk) : 2.2 and 3.1.

FHWA PL Funds - 95% Federal share

FTA 5303 Funds - 80% Federal share

Summary	
Total FHWA Share	\$260,680
Total FTA Share	\$44,480
Total Local share	\$24,840

FISCAL SUMMARY FOR OTHER GOVERNMENTAL FUNDS

Department Name: CAMPO					
Department Number: 245-3028					
	2007-08	2008-09	2009-10	% Change	\$ Change
	Actual	Estimated	Proposed	Budget	Budget
REVENUE					
Intergovernmental	\$ 188,141	\$ 227,818	\$ 315,940	38.68%	\$ 88,122
Operating Transfers In	\$ 24,378	\$ 15,691	\$ 26,060	66.08%	\$ 10,369
Beginning Balance	\$ -	\$ 8,826	\$ -	-100.00%	\$ (8,826)
TOTAL	\$ 212,519	\$ 252,335	\$ 342,000	35.53%	\$ 89,665
EXPENDITURE					
Service & Supplies	\$ 203,693	\$ 252,335	\$ 342,000	35.53%	\$ 89,665
Capital Outlay	\$ -	\$ -	\$ -	0.00%	\$ -
Ending Fund Balance	\$ 8,826	\$ -	\$ -	0.00%	\$ -
TOTAL	\$ 212,519	\$ 252,335	\$ 342,000	35.53%	\$ 89,665
FTE	0	0	0		

TWO

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	YEAR'S AGO ACTUALS	LAST YEARS ACTUALS	ADJUSTED BUDGET	Y-T-D ACTUALS	ESTIMATED FY 2009	TENTATIVE FY 2010	FINAL FY 2010
INTERGOVERNMENTAL								
FEDERAL GOVERNMENT GRANTS								
245-0000-331.64-01	UNIFIED PLANNING WORK PRO	0	150,010	170,620	50,353	170,620	260,680	0
245-0000-331.64-10	FTA 5303	0	29,046	44,320	0	44,320	44,480	0
245-0000-331.64-11	FTA 5307	0	4,613	10,000	0	10,000	6,000	0
*	FEDERAL GOVERNMENT GRANTS	0	183,669	224,940	50,353	224,940	311,160	0
OTHER LOCAL GOVT GRANTS								
245-0000-337.88-01	DOUGLAS COUNTY	0	3,606	3,758	2,321	2,321	3,855	0
245-0000-337.88-02	LYON COUNTY	0	866	902	557	557	925	0
*	OTHER LOCAL GOVT GRANTS	0	4,472	4,660	2,878	2,878	4,780	0
**	INTERGOVERNMENTAL	0	188,141	229,600	53,231	227,818	315,940	0
OTHER FINANCING SOURCES								
INTERFUND OPERATING TRFS								
245-0000-381.15-00	REG. TRANSPORTATION FUND	0	24,378	25,400	15,691	15,691	26,060	0
*	INTERFUND OPERATING TRFS	0	24,378	25,400	15,691	15,691	26,060	0
**	OTHER FINANCING SOURCES	0	24,378	25,400	15,691	15,691	26,060	0
BEGINNING BALANCE								
BEGINNING BALANCE								
245-0000-395.00-00	BEGINNING BALANCE	0	0	0	0	8,826	0	0
*	BEGINNING BALANCE	0	0	0	0	8,826	0	0
**	BEGINNING BALANCE	0	0	0	0	8,826	0	0
***	CAMPO	0	212,519	255,000	68,922	252,335	342,000	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 07 ACTUALS	FY 08 ACTUALS	FY09 ADJUSTED BUDGET	Y-T-D ACTUALS	ESTIMATED FY 2009	TENTATIVE FY 2010	FINAL FY 2010
CAMPO								
TAXES								
245-3028-971.30-00	UNRESERVED FUND BALANCE	0	8,826	0	0	0	0	0
*	TAXES	0	8,826	0	0	0	0	0
SERVICE AND SUPPLIES								
245-3028-431.12-01	UNIFIED PLANNING WORK PRO	0	203,693	255,000	6,261	252,335	274,400	0
245-3028-431.12-02	FTA 5303	0	0	0	0	0	55,600	0
245-3028-431.12-03	FTA 5307	0	0	0	0	0	12,000	0
*	SERVICE AND SUPPLIES	0	203,693	255,000	6,261	252,335	342,000	0
**	METROPOLITAN PLANNING	0	212,519	255,000	6,261	252,335	342,000	0
***	PUBLIC WORKS	0	212,519	255,000	6,261	252,335	342,000	0
****	CAMPO	0	212,519	255,000	6,261	252,335	342,000	0
		0	212,519	255,000	6,261	252,335	342,000	0

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR BOARD ACTION**

Date Submitted: March 26, 2009

Meeting Date: April 8, 2009

To: Carson Area Metropolitan Planning Organization

From: Dan Doenges, Senior Transportation Planner

Subject Title: Information regarding a proposed amendment to the Transportation Improvement Program (TIP).

Staff Summary: The existing TIP must be amended to include projects that may now be implemented with funds from the American Recovery and Reinvestment Act (ARRA). Funding through the ARRA involves Federal funds and, as such, all projects must be listed in the TIP. An amendment to the TIP requires notice of a 30-day public comment period which is currently underway and was initiated following CAMPO action at their March 11, 2009 meeting.

Type of Action Requested: (check one)

- () None – Information Only
() Formal Action/Motion

Recommended Board Action: N/A

Explanation for Recommended Action: Slightly over \$200 million in ARRA funds were allocated to the State of Nevada. The City of Carson City has identified several roadway projects to be funded through the ARRA, and has forwarded that list to the Nevada Department of Transportation (NDOT) and the Nevada Association of Counties (NACO). In addition, staff testified as to the funding needs of Carson City to the State Transportation Board at their meeting on March 12, 2009. NDOT has asked NACO and the Nevada League of Cities and Municipalities to provide feedback on projects submitted throughout the state. To date, the amount of funds that could be allocated to Carson City is still unknown. However, staff did receive a letter from NDOT acknowledging that all of the proposed projects on the list “appear to meet the basic requirements” for ARRA funding. The list will be modified as needed depending on how much funding is passed through to Carson City.

In addition, CAMPO will receive \$1,092,274 in Federal Transit Administration (FTA) 5307 funds to be used for capital expenses for transit services. This funding will be distributed proportionately among Carson City and Douglas County. Each operator has listed the projects for which they intend to expend the funds, and the Carson City Regional Transportation Commission (RTC) approved the list of projects proposed for the Jump Around Carson (JAC) transit system at their March 11, 2009 meeting.

In order for these projects to move forward, they must be listed in the TIP, as with any project that receives federal funding. A TIP amendment requires a 30-day public

comment period, which is currently underway and was initiated following CAMPO action at their March 11, 2009 meeting. The public comment period was noticed in the Nevada Appeal and was posted on the CAMPO website and at various member agency facilities. In addition, a public information meeting was held on March 24, 2009, to allow the public to bring forward any comments or ask any questions of staff. No comments have been received to date. However, an additional \$3 million in ARRA funding specifically for Transportation Enhancements projects has been added to TIP for construction of Phase 3A of the V&T Railroad. A final version of the amended TIP will be brought back to CAMPO for approval at a future meeting.

Applicable Statue, Code, Policy, Rule or Policy: American Recovery and Reinvestment Act

Fiscal Impact: \$1,092,247 in Federal Transit Administration (FTA) funds. The amount of Federal Highway Administration (FHWA) funding is unknown at this time.

Explanation of Impact: N/A

Funding Source: FHWA, FTA

Alternatives: N/A

Supporting Material: NDOT tables showing distribution of ARRA funds.

Prepared By: Dan Doenges, Senior Transportation Planner

Board Action Taken:

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

_____ (Vote Recorded By)

NDOT
 Stimulus Breakdown
 2/19/2009

Authorization	26,660,000,000.00	
	STP Formula	101,940,254.32
	OB LIMIT Formula	99,412,206.20
Appropriated to NV		<u>201,352,460.52</u>

<u>Sub-Allocation of Funds</u>		
Enhancement		6,040,573.82
< 5,000		11,493,479.74
Las Vegas		39,731,978.51
Reno		9,180,279.91
State		134,906,148.55
		<u>201,352,460.52</u>

50% State		67,453,074.27
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note: 50% State must be obligated prior to 120 days after apportionment(estimated to be July 8, 2009)
 remaining funds obligated by 1 year after apportionment(estimated to be March 10, 2010)



Approved by State Transportation Board of Directors - March 12, 2009

American Recovery and Reinvestment Act of 2009

Total Funding Available: \$201 Million

Suballocations: State: \$140m; Clark County: \$39m; Washoe County: \$9m; Enhancements: \$6m; Areas<5000: \$7m; Estimates have been rounded

COUNTY	NDOT DISTRICT	SUBALLOCATION	PROJECT DESCRIPTION	TYPE	ADVERTISE	ESTIMATED COST	TOTALS
NEVADA STATE PROJECTS							
Pershing	2	State	I-80 west of Rye Patch Interchange to east of Humboldt Interchange	Preservation	Mar-09	\$20,000,000	\$20,000,000
Elko	3	State	US-93 in Contact	Preservation	Apr-09	\$11,500,000	\$31,500,000
Humboldt	3	State	US-95 along Winnemucca Blvd and SR 289 Winnemucca Blvd	Preservation	Apr-09	\$8,700,000	\$40,200,000
Lander	3	State	I-80 near Lander/Humboldt County Line	Preservation	Apr-09	\$2,800,000	\$43,000,000
Lincoln/Nye	1-3	State	SR - 318 Sunnyside Cutoff	Preservation	Apr-09	\$16,200,000	\$59,200,000
Elko	3	State	US-93 Safety Crossing	Safety	May-09	\$3,600,000	\$62,800,000
Clark	1	State	US-95 Landscape MLK to Rainbow	Landscape		\$9,000,000	\$71,800,000
Clark	1	State	I-15 E. Mesa Interchange to S. Mesquite	Preservation		\$14,000,000	\$85,800,000
Clark	1	State	US-95 from SR 157 to SR 156	Preservation		\$26,000,000	\$111,800,000
Clark	1	State	I-15 Stateline to 17mi north	Preservation		\$20,000,000	\$131,800,000
Carson City	2	Enhance	V & T Railroad	Enhancement		\$3,000,000	\$134,800,000
\$134,800,000							
*Churchill	2	State	<i>*I-80 Nightingale to CHI/PE County Line</i>	Preservation		\$20,000,000	
			<i>*Listed to cover bids less than estimates for above projects.</i>				
Washoe	2	State	<i> I-80 East McCarran to Vista</i>	Preservation	May-09	\$10,600,000	
			<i>** To be removed if Washoe RTC Meadowood Priority is ready within time frame.</i>				
			<i>Money would then be applied to Meadowood Interchange.</i>				
Clark	1	Clark	CLARK COUNTY PRIORITY PROJECTS (Prioritized by RTC-Southern Nevada)	Preservation		\$40,000,000	
			<i>Please refer to www.rtcsonthernnevada.com for further details</i>				
			Clark County				
			Bus Stop Rehabilitation			\$400,000	
			Lamb Blvd, Twain Ave, Paradise Rd, Sahara, Jones, Eastern			\$2,000,000	
			Pecos, Desert Inn, Jones, Hacienda - Pulverize & Pave			\$4,700,000	
			Sandhill Rd. and Paradise Rd			\$2,800,000	
			Las Vegas Blvd - widening (pending NEPA) OR Pecos, Mnt. Vista, Eastern			\$5,000,000	
			Street light modification			\$800,000	
			Wheel chair ramp ADA			\$800,000	
			City of Las Vegas				
			Stewart Ave Rehabilitation			\$1,900,000	
			Alexander Rd Overlay			\$1,100,000	
			Durango Dr. Overlay			\$900,000	
			Hills Center Dr. Overlay			\$1,300,000	
			Lamb Blvd Overlay			\$2,200,000	
			Traffic Package			\$2,900,000	
			City of North Las Vegas				
			Lake Mead Blvd Overlay			\$4,300,000	
			Pecos Rd Overlay			\$600,000	
			City of Henderson				
			Green Valley Pkwy Overlay			\$4,300,000	
			Volunteer Blvd			\$900,000	
			American Pacific Overlay			\$1,100,000	
			City of Boulder City				
			Nevada Way			\$300,000	
			Wyoming St.			\$400,000	
			Utah St.			\$300,000	
			City of Mesquite				
			Hillside Dr., Hafen Lane Mill and Overlay			\$1,000,000	
\$174,800,000							
Washoe	2	Washoe	WASHOE COUNTY PRIORITY PROJECT - (Prioritized by RTC Washoe)	Capacity			
			<i>*** Meadowood Interchange (partial funding from Recovery Act funds)</i>			\$17,000,000 if does not supersede I-80 E McCarran-Vista	
			<i>Please refer to www.rtcwashoe.com for further details</i>			\$27,600,000 if supersedes I-80 E McCarran-Vista	
			<i>*** To be removed if Washoe RTC Meadowood Priority is not ready within time frame.</i>				\$202,400,000
			<i>Money would then be applied to I-80 East McCarran to Vista.</i>				
Statewide	Variable	<5000	NEVADA ASSOCIATION OF COUNTIES/LEAGUE of CITIES PROJECTS			\$7,000,000	
			TBD - In coordination with NACO & League of Cities				\$209,400,000

Distribution Percentages: Statewide: 32% / Clark: 54% / Washoe: 14% (based on \$201m)

ARRA Discretionary Program - \$1.5 Billion Grant Program							
NDOT will apply for ARRA grants to potentially help fund the following projects.						Requests	
Clark	1	Discretionary	I-15 South Design-Build - Tropicana to Blue Diamond	Capacity		\$250,000,000	
Clark	1	Discretionary	US-95 Northwest Phase 1- Rainbow to Ann	Capacity		\$155,000,000	
Washoe	2	Discretionary	US-395 Moana to I-80	Capacity		\$80,000,000	
Carson City	2	Discretionary	US-395 Fairview to US-50 West	Capacity		\$150,000,000	

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR BOARD ACTION**

Date Submitted: March 26, 2009

Meeting Date: April 8, 2009

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: Action to amend the CAMPO policy on public comment process for proposed fare and service changes.

Staff Summary: Clarification is needed regarding the policy on the public comment process for fare and service changes. Staff seeks to clarify that the public comment process is to be held within the CAMPO boundaries. Additionally, CAMPO would require prior notification of any fare or service changes within the CAMPO boundaries for services funded with Federal Transit Administration funds administered by CAMPO.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: I move to approve action to amend the CAMPO policy on public comment process for fare and service changes.

Explanation for Recommended Action: A proposed amendment of the policy on fare and service changes was presented to CAMPO at their March 11, 2009 meeting. The proposed amendment was tabled at that time due to suggested revisions to the document. The revised amendment is being presented for approval.

Applicable Statue, Code, Policy, Rule or Policy: N/A

Fiscal Impact: N/A.

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: N/A

Supporting Material: Proposed amendment of the policy on fare and service changes.

Prepared By: Patrick Pittenger, Transportation Manager

Board Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)
POLICY ON PUBLIC COMMENT PROCESS FOR
PROPOSED FARE AND SERVICE CHANGES
(Amended _____, 2009)**

Purpose

To establish a policy for public participation regarding proposed fare changes or major service changes of transit operators in the CAMPO planning area.

General Provisions

1. The term “governing body” refers to the governmental entity – elected and/or appointed – with operating authority over a transit service provider funded in part with Federal Transit Administration (FTA) funds allocated to the Carson Urbanized Area either directly to CAMPO or to CAMPO through the Nevada Department of Transportation (NDOT)
2. All meetings described below – governing body meeting and any separate public meeting to receive comments – must be held in ADA accessible facilities.
3. The transit operator proposing a service or fare change will make reasonable accommodations for members of the public who are disabled.

Policy

1. This policy applies to any fare increase or decrease and a service increase or major service reduction. A major service reduction is defined as any of the following:
 - a. The elimination of an entire route or a portion of a route that reduces the geographic area of transit service area. The realignment of a route or elimination of a portion of a route when existing or new service will still be available within one-quarter mile of the previous alignment will not be considered a major service reduction.
 - b. A reduction in the service hours of any route of at least 10 percent of the total hours operated on the route on a daily basis.
 - c. The elimination of at least 10 percent of the stops on a route – cumulative during a rolling one-year period.
2. A major service increase is defined as any of the following:
 - a. The creation of an entire route or an expansion of a route that extends the geographic area of transit service area a least a one-half mile in length.
 - b. An increase in the service hours of any route of at least 10 percent of the total hours operated on a daily basis, or an increase in service of the number of days of the week that any route operates.
3. When a fare increase or major service reduction is considered by a transit operator, the following steps, at a minimum, will be taken to ensure an adequate public comment process:
 - a. Notice the proposed major service reduction or fare increase with specific information regarding the existing and proposed service or fare levels. The notification will include the posting of documentation at all bus stops with shelters and inside all vehicles operating on the affected route(s) or that share a transfer point with an affected route. Written notice will also be published in the appropriate local newspaper – Nevada Appeal or Record-Courier – as a

paid advertisement of notice. Prior to the commencement of the comment period, notice will be provided to CAMPO staff for display on the CAMPO website, and the transit operator will display the notice on its website if the transit operator has a website. The notice will announce the starting and ending dates of a minimum 30-day public comment period. The notice will also announce a public meeting to be held during the required comment period. The public meeting will be held within the Carson Urbanized Area at a facility that is accessible through the use of public transit services. The meeting(s) will be scheduled at times that transit services are available to facilitate attendance by transit users. The public notification of the meeting and public comment at the meeting will follow the State of Nevada Open Meeting Law (NRS Chapter 241) requirements.

- b. The governing body of the transit operator will be notified of the comment period and proposed major service decrease or fare increase. Notification to the governing body may occur prior to or during the public comment period. If a regular meeting of the governing body is held during the comment period, the topic of the proposed major service reduction or fare increase shall be agendaized to allow for discussion and public comment to be received by the governing body.
 - c. Following the completion of the comment period and the conduct of the public meeting(s), the proposed major service decrease or fare increase will be agendaized at a meeting of the governing body of the transit operator. The governing body meeting will be noticed in accordance with the State of Nevada Open Meeting Law (NRS Chapter 241) and with notices in vehicles as in paragraph “a.” above. Any comments received during the public comment period will be documented. The documentation must be available for public review and distributed to the governing body of the transit operator prior to taking action. The governing body will act on the proposed service reduction or fare increase after consideration of comments received.
4. When a fare decrease or major service increase is proposed by a transit operator, the change shall be publicized in the following manner:
- a. Notice of the proposed major service increase or fare decrease with specific information regarding the existing and proposed service or fare levels shall be posted at all bus stops with shelters and inside all vehicles operating on the affected route(s) or that share a transfer point with an affected route.
 - b. The governing body of the transit operator will be notified of the proposed major service increase or fare decrease. The topic of the proposed major service increase or fare decrease shall be agendaized to allow for public comment to be received by the governing body.
 - c. Prior to the change, notice shall be provided to CAMPO staff for display on the CAMPO website, and the transit operator will display the notice on its website if the transit operator has a website.
 - d. Written notice will be transmitted to appropriate media outlets – including the Nevada Appeal or Record-Courier – to encourage media coverage.

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR BOARD ACTION**

Date Submitted: March 26, 2009

Meeting Date: April 8, 2009

To: Carson Area Metropolitan Planning Organization

From: Keith Pearson, Transit Coordinator

Subject Title: Action to approve the application to the Nevada Department of Transportation for Federal Transit Administration 5316 funds for federal fiscal year 2010.

Staff Summary: While CAMPO is the designated recipient and grantee for Federal Transit Administration (FTA) 5307 funds, the Nevada Department of Transportation (NDOT) still administers the FTA 5309 and FTA 5316 funds. FTA 5316 funds are used to fund Job Access Reverse Commute. The projects available for this type of funding are the RTC Intercity Express between Carson City and Reno, Spooner Express Route 21X between Carson City and Lake Tahoe. This application will be for fiscal year 2010, beginning October 1, 2009 ending September 30, 2010.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: I move to approve the application to the Nevada Department of Transportation for Federal Transit Administration 5316 funds for federal fiscal year 2010.

Explanation for Recommended Action: By approving the application for 5316 funding, it allows CAMPO to retain other FTA funding that allows for more flexibility. Currently Carson City RTC has an agreement with South Tahoe Area Transit Authority to contribute up to \$100,000 a year of FTA funding. This would allow Carson City RTC to retain FTA 5307 funds for operating or capital expenses and use FTA 5316 funds which can only be used for operating express services.

Applicable Statue, Code, Policy, Rule or Policy: N/A

Fiscal Impact: Not yet known

Explanation of Impact: Retains other more flexible funding (FTA 5307)

Funding Source: FTA

Alternatives: Use existing funding for named projects

Supporting Material: Authorizing Resolution, Special Section 13c Warranty

Prepared By: Keith Pearson, Transit Coordinator

Board Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

**Please print out this document, fill in and obtain signatures, then include with your Application Package to the Nevada Department of Transportation.
Keep one copy for your records.**

AUTHORIZING RESOLUTION

APPLICANT _____
(Printed Name of Transportation Provider)

AUTHORIZED REPRESENTATIVE _____
(Printed name of Authorized Representative)

Resolution authorizing the filing of an application for a Federal Transit Administration / Nevada Department of Transportation grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to states through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Nevada Department of Transportation (NDOT) has been designated by the Governor to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions by it of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above named representative is authorized to execute and file an application with NDOT on behalf of our agency to aid in the financing of capital, administration, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above named representative is authorized to furnish such additional information as NDOT may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

(Printed Title of Authorized Representative)

(Signature of Authorized Representative)

Dated _____

Please print out this document, fill in and obtain signatures, then include with your Application Package to the Nevada Department of Transportation. Keep one copy for your records.

**Special Section 13(c) Warranty
OPINION OF COUNSEL**

The APPLICANT _____
(Name of Transportation Provider)

has agreed to be the legally and financially responsible party for the performance of terms and conditions of the following (and incorporated herein by reference) Special Section 13(c) Warranty, for this grant request.

This will serve as the requisite opinion of Counsel that the APPLICANT is legally capable of assuming the legal and financial responsibilities for the terms and conditions of the Warranty.

I have reviewed the pertinent federal, state, and local laws and regulations, and I am of the opinion that there is no legal impediment to the APPLICANT assuming these responsibilities.

Furthermore, as a result of my examinations, I can find no pending litigation or legislation that might in any way adversely affect the APPLICANT'S ability to assume and discharge these Responsibilities.

(Printed name of Legal Counsel)

(Signature of Legal Counsel)

Dated _____

(Printed name of APPLICANT'S authorized representative)

(Printed title of APPLICANT'S authorized representative)

(Signature of APPLICANT'S authorized representative)

Dated _____

Special Section 13(c) Warranty for Application to the Small Urban and Rural Program

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under Section 18 of the Act:

A. General Application

The Public Body ("Nevada Department of Transportation ") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation service assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 18 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such

notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by Section 13(c) of the Act, the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 13(c) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party

designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Urban Mass Transportation Act and has agreed to comply with the provisions of Section 13(c) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As a part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor as waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

APPENDIX TO THE SPECIAL WARRANTY FOR SECTION 18

The Following provisions of the 7/23/75 National (Model) Section 13(c) Agreement, set forth below, are incorporated into the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program" (Special Warranty), sometimes referred to as the Section 18 Warranty or the Section 5311 Warranty, as provided for in Section B(3) of the Special Warranty.

(Omitted Paragraphs: 1, 2, 5, 15, 22, 23, 24, 26, 27, 28, and 29)

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and

manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. [(footnote.) *As an addendum to this agreement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.*] Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance

to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

<u>Employee's length of service prior to adverse effect</u>	<u>Period of protection</u>
1 to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(l) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because

of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and who jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections

provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 year and less than 3 years	6 months' pay
3 years and less than 5 years years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefits.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient with said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The

Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, State, or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

Mass Transit Employee Protections

Title 49 U.S.C. Sec. 5333(b) (also known as Section 13(c) of the Federal Transit Act).

(1) As a condition of financial assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d), and (e), 5328, 5337, and 5338(j)(5) of this title, the interests of employees affected by the assistance shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. The agreement granting the assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d), and (e), 5328, 5337, and 5338(j)(5) shall specify the arrangements.

(2) Arrangements under this subsection shall include provisions that may be necessary for -

(A) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise;

(B) the continuation of collective bargaining rights;

(C) the protection of individual employees against a worsening of their positions related to employment;

(D) assurances of employment to employees of acquired mass transportation systems;

(E) assurances of priority of reemployment of employees whose employment is ended or who are laid off; and

(F) paid training or retraining programs.

(3) Arrangements under this subsection shall provide benefits at least equal to benefits established under section [11326](#) of this title.

Title 49 U.S.C. Section 11326 (formerly codified at 49 U.S.C. Section 11347). (formerly Section 5(2)(f) of the Interstate Commerce Act).

This Section is incorporated into Section 5333(b) by reference.

Sec. 11326. Employee protective arrangements in transactions involving rail carriers

(a) Except as otherwise provided in this section, when approval is sought for a transaction under sections 11324 and 11325 of this title, the Board shall require the rail carrier to provide a fair arrangement at least as protective of the interests of employees who are affected by the transaction as the terms imposed under section 5(2)(f) of the Interstate Commerce Act before February 5, 1976, and the terms established under [section 24706\(c\)](#) of this title. Notwithstanding this part, the arrangement may be made by the rail carrier and the authorized representative of its employees. The arrangement and the order approving the transaction must require that the employees of the affected rail carrier will not be in a worse position related to their employment as a result of the transaction during the 4 years following the effective date of the final action of the Board (or if an employee was employed for a lesser period of time by the rail carrier before the action became effective, for that lesser period).

(b) When approval is sought under sections 11324 and 11325 for a transaction involving one Class II and one or more Class III rail carriers, there shall be an arrangement as required under subsection (a) of this section, except that such arrangement shall be limited to one year of severance pay, which shall not exceed the amount of earnings from the railroad employment of that employee during the 12-month period immediately preceding the date on which the application for approval of such transaction is filed with the Board. The amount of such severance pay shall be reduced by the amount of earnings from railroad employment of that employee with the acquiring carrier during the 12-month period immediately following the effective date of the transaction. The parties may agree to terms other than as provided in this subsection.

(c) When approval is sought under sections 11324 and 11325 for a transaction involving only Class III rail carriers, this section shall not apply.

Sec. 24706. Notice of Discontinuance

This section is incorporated into Section 11326, by reference, and is therefore applicable to Section 5333(b) mass transit employee protections.

(a) Notice of Discontinuance

(1) Except as provided in subsection (b) of this section, at least 90 days before a discontinuance under section 24704 or 24707(a) or (b) of this title, Amtrak shall give notice of the discontinuance in the way Amtrak decides will give a State, a regional or local authority, or another person the opportunity to agree to share the cost of any part of the train, route, or service to be discontinued.

(2) Notice of the discontinuance under section 24704 or 24707(a) or (b) of this title shall be posted in all stations served by the train to be discontinued at least 14 days before the discontinuance.

(b) Discontinuance for Lack of Appropriations

(1) Amtrak may discontinue service under section 24704 or 24707(a) or (b) of this title during -

(A) the first month of a fiscal year if the authorization of appropriations and the appropriations for Amtrak are not enacted at least 90 days before the beginning of the fiscal year; and

(B) the 30 days following enactment of an appropriation for Amtrak or a rescission of an appropriation.

(2) Amtrak shall notify each affected State or regional or local transportation authority of a discontinuance under this subsection as soon as possible after Amtrak decides to discontinue the service.

(c) Employee Protective Arrangements.

(1) Amtrak or a rail carrier (including a terminal company) shall provide fair and equitable arrangements to protect the interests of employees of Amtrak or a rail carrier, as the case may be, affected by a discontinuance of intercity rail passenger service, including a discontinuance of service provided by a rail carrier under a facility or service agreement under section 24308(a) of this title under a modification or ending of the agreement or because Amtrak begins providing that service. Arrangements shall include provisions that may be necessary for

- (A) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise;
- (B) the continuation of collective bargaining rights;
- (C) the protection of individual employees against a worsening of their positions related to employment;
- (D) assurances of priority of reemployment of employees whose employment is ended or who are laid off; and
- (E) paid training and retraining programs.

(2) With respect to Amtrak's obligations under this subsection and in an agreement to carry out this subsection involving only Amtrak and its employees, a discontinuance of intercity rail passenger service does not include an adjustment in frequency, or seasonal suspension of intercity rail passenger trains that causes a temporary suspension of service, unless the adjustment or suspension reduces passenger train operations on a particular route to fewer than 3 round trips a week at any time during a calendar year.

(3) Arrangements under this subsection shall provide benefits at least equal to benefits established under section 11347 of this title.

(4) A contract under this chapter or section 24308(a) of this title shall specify the terms of protective arrangements.

(5) This subsection does not impose on Amtrak an obligation of a rail carrier related to a right, privilege, or benefit earned by an employee because of previous service performed for the carrier.

(6) This subsection does not apply to Amtrak Commuter.

REPEAL OF 49 U.S.C. Section 24706

SELECTED PORTIONS of PL 105-134, December 2, 1997, 111 Stat 2570

Sec. 1(a)

(a) SHORT TITLE.--This Act may be cited as the "Amtrak Reform and Accountability Act of 1997".

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SUBTITLE C - EMPLOYEE PROTECTION REFORMS

Sec. 141. Railway Labor Act Procedures

* * * * *

(e) NO PRECEDENT FOR FREIGHT. - Nothing in this Act, or in any amendment made by this Act, shall affect the level of protection provided to freight railroad employees and mass transportation employees as it existed on the day before the date of enactment of this Act.

Sec. 142. Service Discontinuance

(a) REPEAL.--Section 24706(c) is repealed.

(b) EXISTING CONTRACTS.--Any provision of a contract entered into before the date of the enactment of this Act between Amtrak and a labor organization representing Amtrak employees

relating to employee protective arrangements and severance benefits applicable to employees of Amtrak is extinguished, including all provisions of Appendix C-2 to the National Railroad Passenger Corporation Agreement, signed July 5, 1973.

(c) SPECIAL EFFECTIVE DATE.--Subsections (a) and (b) of this section shall take effect 180 days after the date of the enactment of this Act.

Item G – 1



Carson Area Metropolitan Planning Organization Request for Board Action

RTC Meeting Date: April 8, 2009

Time Requested: 5 Minutes

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Date Prepared: March 26, 2009

Subject Title: Proposed CAMPO boundary expansion

Staff Summary: During the March 11, 2009 meeting, CAMPO indicated its support in pursuing the expansion of the CAMPO boundaries as per the request from Lyon County. Following that meeting, a letter was sent to Lyon County by the CAMPO Chairman expressing CAMPO support of the proposed boundary expansion. A copy of that letter has been attached for reference.

Carson Area Metropolitan Planning Organization



March 16, 2009

Mr. Dennis Stark, County Manager
Lyon County
27 South Main Street
Yerington, NV 89447



Re: Expansion of CAMPO Boundaries

Dear Mr. Stark:

Thank you for your letter dated February 26, 2009, expressing Lyon County's interest in having the CAMPO boundaries extended further into Lyon County to incorporate the Dayton Valley area. CAMPO was pleased to have you in attendance at the March 11 meeting to speak on this matter.



At the March 11 meeting, support was expressed for proceeding further with Lyon County's request. In particular, Carson City Mayor Bob Crowell expressed support for regional cooperation. CAMPO staff will be in contact with Lyon County planning staff to obtain and compile the data necessary to present a proposed boundary adjustment to CAMPO members, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA). At that time, staff will include the proposal as an action item on the CAMPO agenda for formal approval.

Sincerely,


Charles Desjardins
CAMPO Chair

Carson City
Public Works
Department
3505 Butti Way
Carson City, NV 89701

Ph: 775-887-2355

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