The mission of the North Central Regional Transit District is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and spur economic development throughout the region.

NORTH CENTRAL

Daniel R. Barrone, Chair
Anthony J. Mortillaro, Executive Director

REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

June 14, 2019
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER

1. ROLL CALL
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. MOMENT OF SILENCE
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – May 3, 2019
7. PUBLIC COMMENTS

PRESENTATION ITEMS

None

PUBLIC HEARINGS

None

ACTION ITEMS

A. Discussion and Consideration of Resolution No. 2019-19 Adopting the Fiscal Year 2020 Final Budget
Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
Attachment
B. **Discussion and Consideration of Resolution No. 2019-20 Allowing the Village of Questa to Join as a Member of the North Central Regional Transit District (NCRTD)**  
* Sponsor: Anthony J. Mortillaro, Executive Director and Peter Dwyer, Attorney  
* Attachment

C. **Discussion and Consideration of Resolution No. 2019-21 Adopting the Fiscal Year 2020 Compensation Plan and Performance Increase Matrix**  
* Sponsor, Anthony J. Mortillaro, Executive Director  
* Attachment

D. **Discussion and Consideration of Resolution No. 2019-22 Adopting an Infrastructure Capital Improvement Plan (ICIP)**  
* Sponsor, Anthony J. Mortillaro, Executive Director and Michael Valverde, Regional Transit Planner  
* Attachment

E. **Discussion and Consideration of a Memorandum of Agreement (MOA) Between the Village of Angel Fire (Village) And the North Central Regional Transit District (District) To Provide Transportation Services**  
* Sponsor, Anthony J. Mortillaro, Executive Director and Michael Valverde, Regional Transit Planner  
* Attachment

F. **Discussion and Consideration of Resolution No. 2019-23 Authorizing the Executive Director and Finance Director to Sign a Grant Agreement for $1,102,000.00 and to Sign Requests for Payment and for Such Other Purposes as may be Reasonably Required by the State of New Mexico Department of Finance Administration in Order to Obtain the Capital Grant Appropriation**  
* Sponsor, Anthony J. Mortillaro, Executive Director and Peter Dwyer, Attorney  
* Attachment

G. **Discussion and Possible Action on a Memorandum of Agreement (MOA) between the Village of Taos Ski Valley (Village) and the North Central Regional Transit District (District)**  
* Sponsor, Anthony J. Mortillaro, Executive Director and Michael Valverde, Regional Transit Planner  
* Attachment
H. Discussion and Consideration of Resolution No. 2019-24 Authorizing the North Central Regional Transit District Staff to Apply for Federal Funding Through the FFY2019 Section 5339(B) Grant Program for a Operations and Maintenance Facility in Taos
Sponsor: Anthony J. Mortillaro, Executive Director, Peter Dwyer, Attorney and Michael Valverde, Regional Transit Planner
Attachment

I. Discussion and Consideration of Resolution No. 2019-25 Authorizing the North Central Regional Transit District Staff to Apply for Federal Funding Through the FFY 2019 Better Utilizing Investment to Leverage Development ("BUILD") Grant Program for an Operations and Maintenance Facility in Taos
Sponsor, Anthony J. Mortillaro, Executive Director and Michael Valverde, Regional Transit Planner
Attachment

J. Discussion and Consideration of Resolution No. 2019-26 Authorizing North Central Regional Transit District Staff to Collaborate with Santa Clara Pueblo in Applying for FFY2019 Tribal Transit Program Discretionary Funding to Purchase a Replacement Vehicle
Sponsor, Anthony J. Mortillaro, Executive Director and Michael Valverde, Regional Transit Planner
Attachment

K. Discussion and Consideration of Resolution No. 2019-27 Adopting Amendments to the District’s Rider Suspension Policy
Sponsor, Anthony J. Mortillaro, Executive Director and Delilah Garcia, Transit and Facilities Operations Director
Attachment

L. Discussion and Consideration of an Award of Bid for Final Design of Maintenance Facility
Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
Attachment

M. Discussion and Consideration of Resolution No. 2019-28 Naming the Executive Director and Authorizing Him to Sign Closing Documents on Behalf of the District for the Purchase of 3.35 Acres of Property
Sponsor, Anthony J. Mortillaro, Executive Director and Peter Dwyer, Attorney
Attachment
DISCUSSION ITEMS

N. Review of April 2019 Financial Summary
   Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
   Attachment

O. Finance Subcommittee Report
   Sponsors: Chair Ed Moreno and Anthony J. Mortillaro, Executive Director
   Attachment: None

P. Tribal Subcommittee Report
   Sponsors: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director
   Attachment: None

Q. Sustainability Subcommittee Report
   Sponsors: Anthony J. Mortillaro, Executive Director and Delilah Garcia, Transit and Facilities Operations Director
   Attachment: None

R. Executive Report and Comments from the Executive Director
   a. Executive Report for May 2019
   b. Performance Measures for April 2019
   c. Ridership Report for April 2019

CLOSED SESSION

S. Discussion of bargaining strategy preliminary to collective bargaining negotiations between the NCRTD and Chauffeurs, Teamsters, and Helpers Local No. 492. Pursuant to NMSA 1978, Section 10-15-1 (H) (5)

T. Closed session of the meeting pursuant to NMSA 1978, Section 10-151 (H) (2) limited personnel exception for the purpose of the annual performance evaluation of the Executive Director

   Reconvene in Open Session: Possible action item(s) from closed session.

U. Review and Acceptance of Goals and Objectives for the Executive Director for the Period of June 2018 – June 2019 and such Additional Actions the Board Deems Appropriate
   Sponsors: Daniel Barrone, Chairman
MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: Friday, August 2, 2019, at 9:00 a.m.

If you are an individual with a disability in need of a reader, amplifier, qualified Sign Language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at (505) 629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.
CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone, Chair, at 9:10 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. Roll Call

Mr. Dahlquist called the roll and it indicated the presence of a quorum as follows:

<table>
<thead>
<tr>
<th>Members Present:</th>
<th>Elected Members</th>
<th>Alternate Designees</th>
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<tbody>
<tr>
<td>Village of Chama</td>
<td>Absent</td>
<td></td>
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<tr>
<td>Town of Edgewood</td>
<td>Councilor Linda Holle</td>
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<tr>
<td>City of Española</td>
<td>Absent</td>
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<tr>
<td>Los Alamos County</td>
<td>Councilor Antonio Maggiore</td>
<td></td>
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<tr>
<td>Nambé Pueblo</td>
<td></td>
<td>Mr. Marcus López</td>
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<td>Ohkay Owingeh</td>
<td></td>
<td>Mr. Ben Luján</td>
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<td>Pojoaque Pueblo</td>
<td></td>
<td>Mr. Jeff Montoya</td>
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<td>Rio Arriba County</td>
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<td>Manager Tomás Campos</td>
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<td>San Ildefonso Pueblo</td>
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<td>Ms. Lillian Garcia</td>
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<td>Santa Clara Pueblo</td>
<td></td>
<td>Ms. Mary Lou Valerio</td>
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<tr>
<td>City of Santa Fe</td>
<td>Councilor Carol Romero-Wirth</td>
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<tr>
<td>Santa Fe County</td>
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<td>Commissioner Anna Hansen</td>
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<tr>
<td>Town of Taos</td>
<td>Mayor Dan Barrone</td>
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<td>Taos County</td>
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<td>Lupe Martinez Dep. County Mgr.</td>
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</tbody>
</table>
Taos Ski Valley Village  Mayor Christof Brownell
Tesuque Pueblo  Mr. Eduard Escudero
Rio Metro (ex officio)  Ms. Elizabeth Carter

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Mr. Stephen Dahlquist, Executive Assistant
Ms. Stacey McGuire, Projects and Grants Specialist
Mr. Hector Ordoñez, Finance Director
Mr. Peter Dwyer, Legal Counsel
Ms. Delilah Garcia, Transit and Facilities Operations Director
Mr. Jim Nagle, Public Information Officer

Others Present
Eric Chávez
John Duard, Huitt-Zollars
Keith Wilson, City of Santa Fe
Carl Boaz, Stenographer

2. INTRODUCTIONS

No introductions were made.

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

Councilor Maggiore moved to approve the Agenda as presented. Mr. Luján seconded the motion and it passed by unanimous (14-0) roll call vote with Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Santa Clara Pueblo, Taos County, Town of Taos, Tesuque Pueblo and Village of Taos Ski Valley voting in favor and none against.

6. APPROVAL OF MINUTES April 5, 2019

Councilor Maggiore moved, seconded by Ben Lujan, to approve the minutes of April 3, 2019 as presented.

The motion passed by unanimous (14-0) roll call vote with Village of Taos Ski Valley, Town of
Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County Tesuque Pueblo, and Town of Taos voting in favor and none against.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

There were no presentation items.

PUBLIC HEARINGS

A. Public Hearing Preliminary Fiscal Year 2020 Budget

The public hearing was opened at 9:14 a.m.

Mr. Mortillaro explained that this is a preliminary budget and in June, the final budget will be considered. He said each Department Manager shared their proposed request to the Finance Subcommittee on April 26 and the Finance Subcommittee recommended the budget as presented without changes. The budget today is focused on maintaining existing services and capital investment. In developing the budget revenues, they reviewed the overall economy that seems to be improving and will increase hiring and capital construction. He mentioned the new County Administration Building in Santa Fe and over 2155 new apartments that are planned for construction. Los Alamos has an increase in multi-residential construction and the National Lab is hiring with an improved budget. Taos is constructing multi-family units.

This budget is conservative with a limited increase in debt borrowing which may change, based on any 5311 funding through the State. Without having the 5311 allocation information, the budget reflects current numbers. He expected tribal funding to decrease. There were also increased allocations for regional partners, new software and salary increases. The CBA is yet to be negotiated and there is a placeholder for non-union salaries, based on 3% increases. Health insurance shows a 5% increase and 0.2% in PERA.

The results of the classification study are not included but will be by June in the Final Budget.

Mr. Ordoñez reviewed the revenues which were presented on page 49 in the packet. The increase is related to construction of maintenance facility and receipt of grant revenues for it. There is a slight increase in GRT and local match. He reviewed projections by county. Of the $7.7 million in federal grants, most is for the maintenance facility. Tribal Transit funds are projected at $129,000 less than last year. Most of the local match is from the contribution by Los Alamos County and $1,059,000 is from the State Legislature. The Debt Financing will be $659,000 for the fiscal year. The budget projects using only $400,000 of the
cash balance this year.

Department Budgets.

Mr. Mortillaro reported Administration and Board expenses (page 52) increase of $13,000. No new positions are budgeted. This department includes contractual services and training. An amount is included to refresh the RTD logo. He explained it was developed many years ago using the Zia symbol for which no permission was asked of the Zia Pueblo. A consultant has been contracted to relook at that branding.

All salaries and benefits reflect the changes discussed in compensation.

Councilor Romero-Wirth asked about the $1,900 increase for IT hardware and support.

Mr. Mortillaro said the budget item covers unanticipated issues like loss of hard drive. There is a list of computers that are aging and need replacement as well as a warranty on a new server. He explained that not all software is cloud-based, although they do use a cloud-based backup of our servers.

Mr. Escudero asked why professional dues and subscriptions fluctuate up and down.

Mr. Mortillaro said some of them are recalculated annually based on the amount of our budget. Some are for the organization as a whole and others for individuals. APTA is the American Public Transportation Association. Mr. Dwyer has professional dues and the District is a member of the National Public Employers Labor Relations Association.

Mr. Ordoñez said that in the past all of them were lumped into one line item and last year too; but now we are breaking them out.

The HR Department was shown on page 55. Mr. Mortillaro described the increase in compensation and the additional position of HR Specialist. Having two provides continuity if one of them departs.

The large increase for IT support is to purchase some HR software related to recruitment, training and organizational performance evaluations. The rest is fairly static.

Chair Barrone noted a significant change in telephone costs.

Mr. Mortillaro said the budget calculation is per phone and adding another staff position means more phones and computers.

The Planning Department was presented on page 56. Ms. McGuire reviewed the budget and pointed out the increase of $6,000 and, under contractual, an increase of $170,000 for the service plan update in which they do a benefit cost analysis and might outsource that. A portion of the planning software cost is from this budget. Lodging and mileage has a slight increase for training.
Mr. Mortillaro explained the shift to planning services was just a transfer out of the capital fund.

The Marketing Budget was on page 53.

Mr. Nagle reminded the Board that he had presented his marketing plan last month. This is for advertising and promotion. He worked to keep it essentially flat. The $8,000 cost for the rider survey will occur later this year and the rest is employee-related expenses.

The Finance budget on page 54 was presented by Mr. Ordoñez. He said the increase of $62,000 was to provide the same level of service. There were additional requirements with debt service compliance and capital outlay. With a department of three and one out, he was asking for a part-time position that might later become full-time. $49,000 comes from debt service and $48,495 is the cost of debt service for six months and will increase to $100,000 per year next year. The departure of the financial analyst, who had been here for years, gives more flexibility with that reduction in personnel.

Computer equipment was offset with smaller increases elsewhere.

Councilor Romero-Wirth asked how much of it was for salary increases.

Mr. Mortillaro said it was 3%.

The Operations Administration Budget on page 57 was presented by Ms. Garcia. She said security services was under a contract last year and now if full-time staff and now under Operations. The cost of IT hardware and software and support is related to the AVAIL software. Otherwise, it is significantly less than last year.

Operations - Drivers Budget was on page 58. Ms. Garcia said the increase in salaries was from two more Full-Time driver positions and the allocated transit manager position for full year this year. Operators positions were adjusted for Operator I and Operator II. The salary range is increased for Operator II positions. The telephone budget was increased because of having more staff. The budget also includes a contract to purchase new uniforms. The training budget increase is for continuing education to cope with new regulations.

Fleet Operations were on page 59 with only a slight increase in the budget for new asset management software and new staff in Taos.

Commissioner Hansen said she received a couple of emails regarding transit service to Lamy and asked where that would happen in the budget.

Mr. Mortillaro clarified that the Lamy service increase is not in this budget. It will be incorporated in the route study and could be included in the 2021 budget. A pilot could come forward. Santa Fe County has funded pilots for the RTD. Edgewood started as a pilot as well as the Mountain Trail and La Cienega.
The Facilities Budget was presented by the Facility Manager who noted increases in facility staff salaries and software and hardware.

Chair Barrone asked if there is an increase for utilities.

Mr. Mortillaro said no; the amount in the budget is the same as last year.

Chair Barrone asked about fuel costs.

Ms. Garcia said the budget anticipates increases.

Page 63 showed allocations for regional partners. Mr. Mortillaro explained the formula used for each one which resulted in a total of $4.8 million and is $120,000 more than last year.

The Capital Expense Budget was on page 34. This budget will likely have changes. They are still in discussions with NMDOT on the 5311 allocation. Capital expenses include the maintenance facility, bus replacements, and new communications (modems and routers from Datapoint).

Ms. Garcia said the District does not know when bus replacements can happen, but we can get by without replacements this year and allocate the funds to the maintenance facility. Under a contract, we currently have 25 vehicles with equipment affected by services. To be ready for it, we are going from 3G to 4G which will require the new equipment.

Chair Barrone mentioned the backlash of a group of people regarding how 5G is affecting their lives.

Ms. Garcia said she discussed that with the IT provider. At present, the system is 4G and it will be some time before we address 5G.

Asset Management and Fleet Maintenance software:

Mr. Mortillaro said they requested proposals and won’t fund it until the June meeting.

Bus Replacements:

Ms. Garcia said 14 buses are currently outfitted with the older system. Every year we pick up additional hardware to outfit them.

Mr. Mortillaro made several other comments about the budget. The enhancements to the Board Room is a carryover from this year and it is on hold for the time being. Additional monitors for the Board instead of just having one behind them is being considered. New or replacement shelter pads are in the budget with a new one in Chama. The maintenance facility is budgeted over three fiscal years with the bulk in 2020 with some additional in 2021.
Regarding the Taos land purchase, after the analysis, he is now looking at purchase of 4-5 acres. We will try to acquire federal funding for this, and the Board will see that upcoming for construction of the facility. The preliminary estimate is $5 million. That will replace the maintenance facility and two commuter vehicles for driver switches.

The Park & Ride land and design funds may not be needed.

The Radio Construction has a cost of $636,362 but have added 50% in this capital budget. There are steps needed for the RFP including a validation study to determine possible interference. He is hoping to get a grant or some capital outlay from the State or 5311 funds to cover the costs. It is a long-range capital plan. That plan also includes getting solar-powered route schedules at bus shelters. He showed an example. They are also looking at ski area routes in Taos and Santa Fe from Fort Marcy Park and South Capital. We have analyzed all shelters for ADA compliance and will upgrade them.

Commissioner Hansen asked if the shelters can be relocated.

Mr. Mortillaro said those that are old and outdated or in disrepair are auctioned off.

Ms. McGuire said if a shelter still has useful life, we must ensure what replaces it is ADA compliant.

Mr. Mortillaro referred to the Capital Investment ten-year projection on page 65 and highlighted 2020 and columns out to 2030 and a variety of capital projects on far left hand column.

Several other items in the plan were discussed. Page 66 showed the anticipated funding sources.

Councilor Romero-Wirth asked if archives are cloud-based.

Mr. Mortillaro agreed. Much of the Districts software is cloud-based and that reduces maintenance fees.

Commissioner Hansen asked how many people work here.

Mr. Mortillaro said there are 78 people, including drivers and maintenance personnel. Page 42 shows the position history from 2011 through 2020 broken out by departments so the Board could see the changes in counts. The information is done both in FTE equivalents and by number of employees. Page 43 showed the proposal of 78 employees for 73.05 FTE. Nineteen plus the drivers are based at this location.

Mr. Mortillaro said for the Long-Range Financial Analysis, the moderate scenario is being used now for projections and to take actions that will sustain operations.

Mr. Ordoñez explained how the projections helped in the decision-making and to do or not do specific projects, as well as keeping minimum balances and designating other funds for needed projects.
Councilor Romero-Wirth asked what strategies are employed for a downturn in the economy.

Mr. Mortillaro said he and Mr. Ordoñez attend meetings on the economy as projected by UNM. To be prepared for a downturn in the current year, they review on a monthly basis and provide a six-month report to the Board and the Finance Subcommittee. In the past, we have frozen some capital projects when caution is anticipated.

Mr. Ordoñez added that we are budgeting conservatively with personnel and benefits.

Eric Chávez from Congressman Lujan’s Office introduced himself and invited conversation with others.

There were no other speakers from the public regarding this and the public hearing portion was closed at 10:40 a.m.

ACTION ITEMS

B. Discussion and Consideration of Resolution No. 2019-13 Adopting a Preliminary Budget for Fiscal Year 2020


The motion passed by unanimous (14-0) roll call vote with Village of Taos Ski Valley, Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County Tesuque Pueblo, and Town of Taos voting in favor and none against.

C. Discussion and Consideration of an Award of Bid for Final Design of Maintenance Facility

Mr. Mortillaro shared some history to consider for the award of the bid. At the June Board meeting, the actual contract will be considered. This is just for the bid.

He reviewed a file from 2009, at the time of purchasing this land and building, and it included some discussion about the maintenance facility ten years ago. The Board considered a design in 2014. He listed the successes in funding requests and observed that since 2014 we’ve accumulated up to all but a $1.2 million gap and might get more federal funding by June.

Now we have a design firm and, hopefully in June, approve a contract for the design that will lead to construction and by March or April in 2021, we can cut a ribbon. That is how much time it takes.

Mr. Ordoñez said the final design proposals were due April 22, 2019. A total of 19 firms submitted...
interest with 4 in New Mexico. We only got one proposal from New Mexico, from Huitt-Zollars, but found it to be responsive.

Councilor Romero-Wirth asked if that is unusual to just have one. She understood the other firms didn’t have the capacity to build but that seemed strange.

Mr. Ordoñez thought some of it has to do with our location. He explained there were no additional points for local preference. They were just trying to get as many as possible.

Ms. Garcia added that some of them were working on other projects that would conflict with this one and that was a factor. Staff was surprised at receiving only one bid, but we would be getting exactly what we needed.

Councilor Romero-Wirth said it sounded like the Staff did beat the bushes to advertise and she appreciated that they followed up to find out why some did not bid.

Mr. Ordoñez said getting materials here was also a factor.

Mr. Mortillaro introduced Mr. John Jarrad from Huitt-Zollars.

Commissioner Hansen said she looked it over and saw it will be a LEED building.

Mr. Jarrad agreed.

Commissioner Hansen thought maybe they could get an award for it.

Mr. Mortillaro said the District might not spend the money to get it certified silver or gold or whatever. We will probably do the commissioning but getting the certificate is still to be determined to the extent we can afford it.

Commissioner Hansen understood the thinking. Santa Fe County is not getting certification although we will have all the compliance. She understood the financial limits but still paying attention to have it as sustainable as possible.

Mr. Luján moved, seconded by Commissioner Hansen, to approve the bid for final design of the maintenance facility by Huitt-Zollars.

Councilor Romero-Wirth asked if Mr. Jarrad was here to answer questions.

Mr. Jarrad said, primarily, but I’d like to say on behalf of our company that we are looking forward to the project. We did give a presentation last year on the project. He explained that FTA does require sustainable standards like water harvesting.
Councilor Romero-Wirth thought we should do as much sustainability as we can. We all need to be in on that.

Mr. Campos pointed out that building in Española is different from building in Santa Fe. The electricity here is provided by Tri-State. And it is hard to get contractors affordably for our location.

The motion passed by unanimous (14-0) roll call vote with Village of Taos Ski Valley, Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County Tesuque Pueblo, and Town of Taos voting in favor and none against.

D. Discussion and Consideration of Resolution No. 2019-17 Adopting a Code of Conduct for District Employees

Mr. Dwyer clarified that the current policy only applies to District employees and not the Board members. There is one that applies only to Mr. Mortillaro that says he will not consider applications from Board members for employment. Page 166 lists the major acts that regulate employee conduct and integrates with our professional standards. That is part of what we expect. I won’t go over the rules in detail this time. Most of what this requires is exactly what you would expect from your employees for ethical conduct. It is a system of rules you would expect. For instance, for firearms, you can have them on the property but alert Mr. Mortillaro that there are firearms on the property. Gifts have restrictions. Very little gambling is allowed. Gifts can be given by the Employee Benefits Group. Regarding conflicts of interest, there is a mandatory form signed by members.

We have never had a true conflict of interest in our voting.

Councilor Romero-Wirth asked, when he drafted these, if he looked at other RTDs.

Mr. Dwyer said he sent them to the Rio Metro RTD Council, and the attorney gave no feedback. He did look at the codes conduct of our members. Most is covered by state statutes already. The Governmental Conduct Act is effective for all of us except tribal members. Also, he could propose revisions in the future as we need. The Ethics Board was established and is just now forming. This is a good start and he would not be ashamed to share it with anyone.

Ms. Carter said Rio Metro is also working on such a code.

Councilor Romero-Wirth pointed out on page 8-9 the Hatch Act and wondered if that is the best way to operate.

Ms. Valério excused herself from the meeting at 11:14 a.m.

Councilor Romero-Wirth explained that they are not going to know where to look.
Mr. Mortillaro said that is already adopted in our personnel rules.

Mr. Dwyer said he put it in there because he did research and it tells an employee they cannot run for public office while employed. For instance, Ms. McGuire could not because she applies for a lot of federal funds. And since 40% of our funding is federal, it implicates everyone who is working here. It is required in each of our contracts. He added that he would consider further revision.

Mr. Luján moved, seconded by Deputy County Manager Lupe Martinez, to approve Resolution No. 2019-17 Adopting a Code of Conduct for District Employees.

The motion passed by unanimous (13-0) roll call vote with Village of Taos Ski Valley, Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County, Tesuque Pueblo, and Town of Taos voting in favor and none against. Santa Clara Pueblo was not present for the vote.

E. Discussion and Consideration of a Memorandum of Understanding Between the Incorporated County of Los Alamos and the North Central Regional Transit District

Mr. Mortillaro said Los Alamos County has made a contribution annually to the NCRTD. $350,000 is this year’s contribution. We appreciate this voluntary contribution and have had this relationship with Los Alamos County for the past 12 years and their contribution now totals $8.2 million.

Councilor Maggiore moved, seconded by Commissioner Hansen to approve the Memorandum of Understanding with Los Alamos County as presented.

Councilor Maggiore said the Council is happy to offer it. He had a question about the total amount, which had two different totals. In the background information, it says $8.25 million but it is a lesser amount in the MOU.

Mr. Mortillaro said he would double check it and correct the amount.

The motion passed by unanimous (13-0) roll call vote with Village of Taos Ski Valley, Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County, Tesuque Pueblo, and Town of Taos voting in favor and none against. Santa Clara Pueblo was not present for the vote.

F. Discussion and Consideration of Resolution No. 2019-18 Authorizing NCRTD Staff to Apply for Federal Funding Through the FFY 2019 Section 5339(C) Low or No Emissions Grant Program for Vehicle Replacement with E85 Capacity, Fuel Storage and Fueling Station and Fleet Staff
E85 Maintenance

Ms. McGuire explained the grant and what it is for. The motion is to approve the authorization to apply for federal funding. It is also to construct fueling storage and a fueling station for E85 fuels as well as providing staff maintenance. It is not specifically tied to the maintenance facility but indirectly relates to it. The RTD can apply for $291,000 with a 15% local match to be covered by the RTD. That would be less than $44,000. The details were shown on page 198.

Manager Campos moved, seconded by Councilor Maggiore, to approve Resolution No. 2019-18 Authorizing NCRTD Staff to Apply for Federal Funding Through the FFY 2019 Section 5339(C) Low or No Emissions Grant Program for Vehicle Replacement with E85 Capacity, Fuel Storage and Fueling Station and Fleet Staff E85 Maintenance.

The motion passed by unanimous (13-0) roll call vote with Village of Taos Ski Valley, Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County Tesuque Pueblo, and Town of Taos voting in favor and none against. Santa Clara Pueblo was not present for the vote.

G. Discussion and Consideration of North Central Regional Transit District Annual Board Attendance Report April 2018 B March 2019

Mr. Mortillaro referenced the attendance report in the Board packet. No approval is required, but the Board should accept it.

Councilor Maggiore moved, seconded by Councilor Holle to accept the annual Board attendance Report for April 2018 through March 2019.

The motion passed by unanimous (13-0) roll call vote with Village of Taos Ski Valley, Town of Edgewood, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County Tesuque Pueblo, and Town of Taos voting in favor and none against. Santa Clara Pueblo was not present for the vote.

DISCUSSION ITEMS

H. Quarterly Investment Report

Mr. Ordoñez referred to the report in the packet and briefly described the investment increase. The District has 16 CDs at present. One was redeemed. He explained the need to have cash available for operating costs. Some of the portfolio is in municipal bonds and some in Treasury Bills of 3 to 6 months duration. Average return on all investments was 1.24%.
Councilor Maggiore asked if the District is keeping anything in longer terms.

Mr. Ordoñez said that will depend on change in interest rates.

I. Electronic Payment Report

Mr. Ordoñez referred to page 131 for payments over $20,000. There were 25 payments made in the time provided for the report and totaled $1,830,000.

There were no questions on the report.

J. Review of March 2019 Financial Summary

Mr. Ordoñez referred to the report on page 235 and read the report to the Board. He also reported on GRT receipts by county and how the actual compared with the budget and then other revenue by category.

There were no questions regarding the financial summary report.

K. Finance Subcommittee Report

Councilor Maggiore said the Subcommittee reviewed all the budget that was just presented.

L. Tribal Subcommittee Report

Mr. Mortillaro announced the next meeting of the Tribal subcommittee would be on May 14.

M. Sustainability Subcommittee Report

The next meeting of the Sustainability Subcommittee will be on May 31.

N. Executive Report and Comments from the Executive Director

Mr. Mortillaro gave his time to Ms. Garcia. He explained there is now only one set for performance in the new format.

Ms. Garcia added that she consolidated a lot of the information into the new format.

The report began on page 256ff. The new format shows the current year and the two previous years
only for all RTD funded routes.

Mr. Luján and Commissioner Hansen excused themselves from the meeting at 11:45 a.m.

Ms. Garcia noted a 7% increase over the previous year of ridership.

She reviewed the performance on ridership by type - dial-a-ride, demand, paratransit, and fixed route. Page 259 showed the cost per passenger mile at an average of $3.51 for all routes.

She identified the operating costs per passenger on page 260. She quoted the statistics for demand response, accidents, preventive maintenance and the average fuel consumption for each fuel type. Preventive maintenance rated at 88%.

Councilor Maggiore asked if LPG was used on more than one route. Ms. Garcia said no.

Pages 265 and 266 identified complaints and compliments and was broken out by type on page 268.

Councilor Maggiore complimented Ms. Garcia on a great job with the report.

MATTERS FROM THE BOARD -

Mr. Escudero asked if there were any changes on stops at Tesuque Casino and Valero station.

Ms. McGuire said that will be in the route summary report next time.

Ms. Carter reported on a new service at Rio Metro starting on June 3 new service from 5:20 am to 7:56 p.m.

NEXT BOARD MEETING: June 14, 2019 at 9:00 a.m.

ADJOURN

Manager Campos moved, seconded by Councilor Maggiore to adjourn the meeting. The motion passed by 11-0 voice vote. The meeting was adjourned at 11:56 a.m.

Approved by:

Daniel R. Barrone, Chair

Attest:
Ed Moreno, Secretary/Treasurer

Submitted by:

Carl Boaz for Carl G. Boaz, Inc.
Title: Discussion and Consideration of Resolution No. 2019-19 Adopting Fiscal Year (FY) 2020 Budget.

Prepared By: Anthony J. Mortillaro, Executive Director and Hector Ordonez, Finance Director

Summary: Resolution adopting the 2020 Budget. The preliminary budget adopted by the Board in May has been revised due to: (1) the receipt of additional 5311 Federal Funding; (2) the reclassification of a salaried position; and (3) an increase of .025% in the District’s Retiree Benefit Plan (PERA). The following tables illustrate the changes made between the preliminary budget adopted in May 2019 and the Final Budget recommended for adoption.

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Preliminary Revenue FY2020</th>
<th>Final Revenue FY2020</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Grants</td>
<td>$ 7,616,390</td>
<td>$ 8,725,021</td>
<td>$ 1,108,631</td>
</tr>
<tr>
<td>State Capital Outlay</td>
<td>$ 1,159,000</td>
<td>$ 634,332</td>
<td>&lt;524,668&gt;</td>
</tr>
<tr>
<td>Debt Proceeds</td>
<td>$ 659,105</td>
<td>$</td>
<td>&lt;659,105&gt;</td>
</tr>
<tr>
<td>Use of Cash Balance</td>
<td>$ 2,341,028</td>
<td>$ 1,834,384</td>
<td>&lt;506,645&gt;</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ 20,217,620</td>
<td>$ 19,635,835</td>
<td>&lt;581,785&gt;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Preliminary Expenses FY2020</th>
<th>Final Expenses FY2020</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries Expense</td>
<td>$ 3,255,926</td>
<td>$ 3,266,676</td>
<td>$ 10,750</td>
</tr>
<tr>
<td>Benefits &amp; Payroll Taxes</td>
<td>$ 1,495,490</td>
<td>$ 1,499,331</td>
<td>$ 3,841</td>
</tr>
<tr>
<td>Debt Service</td>
<td>$ 48,495</td>
<td>$</td>
<td>&lt;48,495&gt;</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>$ 8,508,186</td>
<td>$ 7,960,305</td>
<td>&lt;547,882&gt;</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$ 20,217,620</td>
<td>$ 19,635,835</td>
<td>&lt;581,785&gt;</td>
</tr>
</tbody>
</table>

Background:

Revenues:

At the time of the adoption of the preliminary budget, the 5311 Award that the District receives from the 5311 Federal Program through NMDOT was still unknown. Therefore, the District used a flat budget for its Operating and Administrative Request. On May 16, 2019 NMDOT awarded
the District $2,447,953 in 5311 Administrative and Operating and $1,093,554 in Capital funding for the construction of the Maintenance Facility; the additional funds received increased several the federal grants line items and eliminated the District’s need to pursue debt financing and the related debt service expenditure. The changes by line item are as follows

**5311 Federal/Administration** – Based on the final award for 5311, the New Mexico Department of Transportation (NMDOT) increased the operating award by 5% in federal fiscal year 2020 from $610,395 to $640,915. NCRTD assumed a flat budget in the preliminary budget.

**5311 Federal/Operating** – Based on the final award for 5311, the New Mexico Department of Transportation (NMDOT) increased the operating award by 16% in federal fiscal year 2020 from $1,557,791 to $1,807,038. NCRTD assumed a flat budget in the preliminary budget.

**5311 Federal Capital** – Based on the final award for 5311, the New Mexico Department of Transportation (NMDOT) increased the capital award by 158% in federal fiscal year 2020 from $422,463 to $1,093,554. The NMDOT award will pay for 4 different structural components of the District’s Maintenance Facility. The original request was for $761,627 for bus replacements and related equipment. In order for the District not to pursue debt financing it was decided that we will not replace any of the District’s buses this fiscal year.

**BUILD Grant** – Due to the Additional funding received from NMDOT through its 5311 Capital program we will use $148,172 less in Build Program funds during FY 2020. The District originally budgeted that $967,500 were going to be used in BUILD funds vs $819,328 that included in the Final Budget.

**5339b Grant** – Due to the Additional funding received from NMDOT through its 5311 Capital program we will use $495,994 less in 5339b funds during FY 2020. The District originally expected that $3,800,303 were going to be used in 5339b funds vs $3,304,309 that is included in the Final Budget.

**Debt Proceeds** – Due to additional funding received from the 5311 program the District decided not to pursue debt financial for the Maintenance Facility. The District had originally Budgeted that $659,105 from a $1,200,000 Debt Financing Loan were going to be used during the FY 2020 year.

**Use of Cash Balance** – Due to additional funds received the use cash reserves was reduced by $506,644 after all the adjustments. The use of cash balance increased by 45% in FY 2020 from $1,262,920 to $1,834,384.

**Expenditures:**

**Salaries and Benefits** – An increase of $14,591 is related to an increase of .0025% in retire plan benefits (PERA) costs and salary reclassifications related to recent hires in positions that were still open at the time of the preliminary budget.

**Other Operating Expenditures** – The decrease of $48,495 in Debt Service Line item is related to additional Federal Funding received in 5311 Capital Funds for the Maintenance facility. After the District was awarded $1,093,554 in Federal Funds from 5311 Capital Program it was decided that the District was not going to pursue Debt Financing, therefore there was no need to budget for six months of debt service expenses.

**Capital Expenditures** – A net decrease of $547,882 in Capital is included in the Final Budget. The net change is related to an increase of $404,153 in the Maintenance Facility and other
Construction Projects line item and a decrease of $952,035 in New Buses and related components and equipment.

**Recommended Action:** It is recommended that the Board move to adopt Resolution No. 2019-19 adopting the Fiscal Year 2020 Budget.

**Options/Alternatives:** None, a budget is required to be adopted by the Board by July 1, 2019 and submitted to the Department of Finance and Administration, Local Government Division by July 31, 2019.

**Fiscal Impact:** N/A

**Attachments:**
- FY2020 Final Budget Packet
- Resolution No. 2019-19
North Central Regional Transit District (NCRTD)

Resolution No. 2019-19

A RESOLUTION ADOPTING THE FISCAL YEAR 2020 FINAL BUDGET

WHEREAS, the proposed Fiscal Year 2020 Budget was submitted in accordance with the Board’s Financial Policies (as adopted and amended on November 4, 2011, March 1, 2013, November 8, 2013, October 9, 2015, November 4, 2016 and January 13, 2017); and

WHEREAS, after a public hearing was held, said budget was developed on the basis of need and through cooperation with all user departments, appointed officials and other department supervisors; and

WHEREAS, the Board of Director’s Finance Sub Committee on April 26, 2019 conducted a detailed review of the budget and recommended that the Board consider the Budget as presented; and

WHEREAS, the NCRTD governing body in and for the NCRTD has conducted a public hearing on May 3, 2019 and reviewed and approved a preliminary Budget for Fiscal Year 2020.

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors of the NCRTD, hereby adopts the final budget for Fiscal Year 2020 hereinafter described and respectfully requests approval from the State of New Mexico’s Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th, DAY OF JUNE, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
**North Central Regional Transit District Budget Calendar Fiscal Year 2020**

<table>
<thead>
<tr>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board adopted Long Range Strategic Plan</td>
<td>Identification of Goals and Objectives</td>
<td>Staff prepares and submits departmental and divisional budgets</td>
<td>Budget review by Finance and Executive Director</td>
<td>10 year Capital and Long Range Financial Plan</td>
<td>Draft proposed budget submitted to Finance Subcommittee along with Capital and Long Range Financial Plan</td>
<td>Finance Subcommittee forwards recommendations for proposed budget</td>
</tr>
</tbody>
</table>

- Preliminary Budget public hearing
- Final Budget public hearing and Board adoption
- Budget submitted to State Department of Finance and Administration
2020
Budget Message
The Mission of the North Central Regional Transit District is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and economic opportunity throughout the region.

Vision Statement

“To be the leading rural public transportation organization connecting communities and enhancing cultural, environmental, social, and economic opportunities for the betterment of our region.”

EXECUTIVE DIRECTOR’S BUDGET MESSAGE

Dear Board of Directors and Citizens of the North Central Regional Transit District:

I respectfully present the budget for the North Central Regional Transit District (the District) for Fiscal Year (FY) 2020 beginning July 1, 2019. The budget serves as the District’s financial and spending plan for the year, and the adoption of the budget is undoubtedly the single most important action taken by the District’s Board of Directors each year. The proposed budget will authorize resources and establish a direction for our programs and services for the coming year.

The budget reflects compliance with the Finance Policies, direction provided to staff on an ongoing basis by the Board, the Long Term Financial and Strategic Plan (LTFP), Long Range Strategic Plan (LRSP) and the Capital Investment Plan (CIP). This budget prioritizes investments and allocates resources in a manner aligned with the future direction of the District and as described in the Long-Range Strategic Plan. As funding permits, these strategic initiatives have been targeted for implementation for the upcoming fiscal year.

You will note that the budget is focused on maintaining existing services, capital investment, continuity of organizational functionality and continuing to provide exceptional service to the 289,292 residents we serve in the District’s service area.

The Economy

Recent economic research conducted by the University of New Mexico’s Bureau of Business and Economic Research indicates that the State of New Mexico is expected to be strong but still restrained. The unemployment state wide is at 5.1% which is higher than the national unemployment rate of 3.8%. Furthermore, the forecast indicates that the state will add 12,000 new jobs in 2020 and average approximately 10,000 new jobs per year through 2024. Crude oil output is expected to increase by 50% over that same time period. Mining sector employment growth is expected to slow as will construction and transportation jobs. Professional services growth should be stable for the next several years. However, constraints that could impact this forecast is the fact that the state remains to dependent on too few sectors including oil and gas not only for jobs but also for revenue. Furthermore, there is a need for highly skilled employees and that 2/3 of recent college grads have indicated they planned to leave the State for better opportunities.

In the Santa Fe region, which is the District’s largest generator of tax revenues, its economic recovery from the recession is showing a positive mode based upon Gross Receipts Taxes generated within the City and County. Since Santa Fe is the State Capital, it will be the beneficiary of an adopted state budget that is millions of dollars in excess of prior years and that restores many of the prior administration’s cuts to State government employment and the recessionary effects that also impacted local government entities in the four-county region. The FY 2020 State budget
provides nearly 1 billion in infrastructure spending with a modest portion of that allocated to the District’s governmental units in the four-county region. The unemployment rate in the Santa Fe region remains lower at 4.3%. Tourism appears to have made a turn around and the forecast for economic growth in Santa Fe projects that income growth should continue on a positive track until reaching its peak in 2021. Many public construction projects as well as private sector housing development is anticipated throughout the forecast period.

In Los Alamos County (LAC), the major economic concern as to the payment of gross receipts taxes paid by Los Alamos National Laboratory (LANL) has been addressed with the Legislature’s adoption of Senate Bill 11 and signature by the Governor. It is anticipated that the budget for LANL will increase and LAC is expecting a variety of single and multi-family housing projects to occur. In 2017, the LANL announced the need to replace, due to retirements and additional support area staffing, as many as 2,000 people over the next four years and they have continued on this hiring effort. Overall the Santa Fe and Los Alamos county regions continue to demonstrate an increase in revenue production however, the Rio Arriba and Taos County region continues to share the challenges of an ongoing sluggish economy and a continuance of lackluster tax revenues.

**Long Term Financial and Strategic Planning Approach to the Budget**

<table>
<thead>
<tr>
<th><strong>System Preservation &amp; Safety</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• A well-maintained, safe and reliable transit system.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Mobility</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• A connected and accessible transit system.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Economic Opportunity</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• A transit system that encourages economic development and vitality.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Partnerships</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Regional collaboration on transit service needs and investments.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Environmental Stewardship</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• A transit system that protects and enhances the built and natural environment.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Community Relations/Customer Service</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• A reliable and responsive transit agency that provides great service to all customers.</td>
</tr>
</tbody>
</table>

Due its ongoing conservative fiscal practices, the District continues to weather the various impacts of the economy that challenges various areas in its four county regions. The District’s financial discipline continues to contribute to the stable and healthy financial condition it enjoys today.

The Long Term Financial and Strategic Plan goals and objectives shown herein continue to provide the guidance needed to focus efforts on long-term initiatives such as: funding for additional future routes, frequency enhancements, maintenance and capital needs and to focus our attention on both the short-term and long-term needs of the District without compromising its financial future.

This strategic emphasis allows the District the latitude to determine what level of service is sustainable over a long period of time so that reserves can be maintained and enhanced during positive economic periods and spent in a period of difficult financial transitions to maintain service levels.

The continued availability of quality and essential public transportation is of critical importance to its constituents and the District’s future.
Ridership

The following ridership chart illustrates the existing twenty-five fixed-route services currently operated and funded by the District, two demand response routes, one dial-a-ride service, route 210 which serves the Pojoaque and Nambé Pueblos, a complementary Paratransit service in the Town of Taos and the demand service. Additionally, the District funds regional services operated by Los Alamos County, the City of Santa Fe, and the Rail Runner.

HISTORICAL RIDERSHIP - 10 YEARS

FY 2020 is anticipated to continue to see growth in ridership and the District's efforts in promoting service awareness are appropriately funded in this budget. The District has continued to experience increases in Operated ridership in FY 2018 with 289,441 trips an increase of 1.8% over FY 2017. Since 2008, nearly 8.1 million riders have benefited from the District's services and funding. Furthermore, in FY 2020 we will be completing the update of the Transit Service Plan. This document is likely to advance a number of key modifications and strategies regarding the enhancement of existing services and the need for new service routes as well as a strategy for bringing to fruition more specifically those services generally identified in the Long-Range Strategic Plan and a course of action for funding future service needs in the District commencing in FY 2021 and thereafter.
Revenues

The proposed budget includes $19,635,835 in revenues. Transit Gross Receipts Tax (GRT) revenue source comprises approximately thirty eight percent (38.26%) of the District’s overall revenues in FY2020. The balance of the District’s revenues derives from federal allocations at forty four percent (44.43%), state capital outlay grants of three percent (3.23%), local contributions of three percent (3.65%), and other revenues one percent (1.09%). The cash balance contribution represents nine percent (9.34%) of the composition of FY 2020 revenues. This year’s budget proposes to utilize cash balance in accordance with the District’s budgetary and reserve policies to provide funding for operations, capital investment acquisitions not fully covered by federal funds as well as the ongoing funding of trial routes to non-trial status. Major multi-year one-time economic activity in the District such as general construction activities are reflecting increased spending in the region. As a result, a projection for slightly increased Transit GRT revenues has been incorporated into this budget compared to the baseline projection utilized for FY 2019.

The following chart illustrates the revenue percentages expected to be received listed by source:

![FY 2020 Revenue Sources Chart]

During Fiscal Year 2020, the District projects that the Transit Gross Receipts Tax in Rio Arriba County will continue to underperform due to a continuing decrease in consumer spending. Federal funds are projected to stabilize and slightly increase in the areas of Urbanized Area Formula (5307) and Rural Basic Formula (5311). Furthermore, continuing increases in spending by Los Alamos National Laboratory (LANL) in Los Alamos County, and Santa Fe and Taos County Transit Gross Receipts tends to balance the uneven revenues from Rio Arriba. During last year’s budget development process, it was unknown if the Operator of LANL would continue to pay gross receipts tax due to their non-profit tax status. As a result of this year’s legislative action, legislation was passed that no longer exempts a non profit operator of the lab from paying gross receipts taxes.
The annual funding contribution from Los Alamos County has been integrated into the proposed budget, which is similar to last year’s allocation. It is not known whether the contribution will continue for future years, therefore a projection has not been incorporated into the Long-Term Financial Plan and its impact will need to be closely monitored. Adjustments may need to be made in the District’s Regional Transit GRT allocation for regional services provided by other entities for FY 2020 and beyond, if revenues are reduced from this or other sources.

The New Mexico Department of Transportation Rail and Transit Division (NMDOT) that disperses 5311 Federal Funding, provided the District with $3,541,5017, an increase of $950,858 (26.85%) from the Federal FY2019 award, this was due to an increase in capital expenditures associated with the construction of the Maintenance Facility Project. The award includes $640,915 in administrative, $1,807,038 in operating and $1,093,554 in capital funding. Tribal transit funding 5311(c) is expected to decrease because of a nationwide increase in tribal recipients, the completion of the Jicarilla’s pilot project funding and no capital awards received this year.

This budget also includes $4,123,637 of Federal award funding derived from two other programs awarded for the design and construction of the Fleet Maintenance Facility: Section 5339(b) in the amount of $3,304,309 and BUILD federal funding award of $819,328. The funding for this project also received $1,159,000 in State Capital outlay during this year’s legislative session.

The budget as presented utilizes reserve funds (cash balance) that has accumulated for the express purpose of meeting operational needs, matching federal requirements on capital replacement as well as non-federally funded capital and for new services. A total of $1,834,384 is proposed to be transferred from reserves.
Expenses

The District has increased operational spending by six percent (6.19%) due to the addition of new positions, increases to non-RTD expenses, maintenance and support increases related to new software acquisitions as well as compensation and benefit adjustments for represented and non-represented employees. Expenditures for FY 2020 total $19,635,835. In comparison, the budget as amended for FY 2019 totaled $13,175,907. The FY 2020 budget represents an increase of $6,459,928 above the FY 2019 amended budget. The bulk of this increase can be attributed to capital investment spending. Overall the proposed budget is balanced for FY 2020.

The budget as presented provides for the continued implementation of non-trial routes, capital investment and the continuation of existing service levels. As approved by the Board 42% or $4,860,755 of the total operating budget, is allocated to the Rio Metro Rail Runner Express, Los Alamos Atomic City Transit and Santa Fe Trails to fund the regional transit services that they provide.

In FY 2020 the District will commence negotiations with the Teamsters Union that represents Drivers and Dispatchers to renew its Collective Bargaining Agreement (CBA) that expires June 30, 2019. At this time those negotiations have not started and the financial implications of any agreed to changes in compensation and benefits are not known at this time. However, a placeholder for those costs has been incorporated into this budget. Additionally, the budget provides for a 3% increase to fund the Performance Matrix that is adopted annually by the Board for non-represented employees. This is the same percentage that was budgeted for in the FY 2019 budget. Lastly, the budget includes a five percent (5%) increase effective in FY 2020 for the State Health Insurance, Dental and Vision plans related expenses and a .025% employer contribution increase to the District’s retirement plan (PERA).
**Capital Investment Plan**

To effectively manage our fleet of 55 buses it is imperative that we migrate to a software that allow us to track the Districts assets, the preventative maintenance and repair needs of the fleet and for inputting to the Electronic Grant Management and Performance System (eGMPS) required for FTA sub-recipients by NMDOT for transit asset management and new reporting requirements. Funding in the amount of $150,000 is being carried over for the acquisition and implementation of this system.

The Federal Transportation Alternatives Program (TAP) funding in the amount of $980,000 is being carried over to implement the Districts Americans with Disabilities Act (ADA) updated assessment on its bus shelter stops and to construct modifications to ensure that they meet all federal accessibility requirements.

Most recently the District completed an assessment and analysis of the its Land Mobile Radio System and it was estimated that to appropriately design and update the system it would cost approximately $636,362. The Capital Budget represents 50% of that cost since a validation and design will be required and once completed, the RFP can be issued for the system which will likely encompass expenditures in both FY 2020 and FY 2021. Furthermore, this will also give the staff time to apply for various federal funding opportunities to mitigate the Districts costs.

Due to the recently awarded $1,093,554 from 5311 Capital Grant by NMDOT; $3,600,000 from the Federal 5339(b) program; $1,291,910 by the BUILD grant; and $1,159,000 from the State Capital Outlay, the District has accumulated a total of $7,144,464 (98.01%) towards the estimated cost of the $7,283,611 million for the Fleet Maintenance Facility; therefore, the capital investment plan includes funds for the final design and commencement of construction. The FY 2020 budget anticipates spending a total of $571,834 for the Final Design phase based upon the updated cost analysis contained in the Preliminary Design and Master Plan for a New Maintenance Facility. The Design Phase will commence in June 2019 (FY 2019) and has an anticipated completion of December 2019 (FY 2020). Due to the bidding time frame, construction of the facility and site work would not be predicted to start until approximately March 2020 (FY 2020). Construction is estimated to take approximately twelve (12) months with a completion date around February/March 2021 (FY 2021). As a result of the time frames, costs have been allocated between the FY 2019, FY 2020 and FY 2021 budgets.

**Capital Expenditure Investment:**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement Modems and Routers (25)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Asset Management &amp; Fleet Maintenance Software</td>
<td>$150,000</td>
</tr>
<tr>
<td>AV Enhancements Board Room</td>
<td>$30,000</td>
</tr>
<tr>
<td>Bus DVR Replacements</td>
<td>$35,100</td>
</tr>
<tr>
<td>Concrete Shelter Pads (new and replacements)</td>
<td>$30,000</td>
</tr>
<tr>
<td>Fleet Maintenance Facility Final Design &amp; Construction (Española)</td>
<td>$5,851,523</td>
</tr>
<tr>
<td>Taos Maintenance Facility Land Acquisition</td>
<td>$250,000</td>
</tr>
<tr>
<td>Maintenance (1) and Commuter Vehicles (2)</td>
<td>$85,500</td>
</tr>
<tr>
<td>NM 68 &amp; NM 150 Park and Ride (Land Acquisition, Planning and Design)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Radio Tower Infrastructure</td>
<td>$318,182</td>
</tr>
<tr>
<td>Replacement Bus Shelters</td>
<td>$80,000</td>
</tr>
<tr>
<td>Electronic Schedule Kiosks</td>
<td>$50,000</td>
</tr>
<tr>
<td>TAP (Construction – Phase VI)</td>
<td>$980,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,960,305</strong></td>
</tr>
</tbody>
</table>
Staffing and Classification Adjustments

Personnel and staffing levels are proposed to increase due to the addition of a Human Resources Specialist position (1 FTE). This position will allow the HR Director to focus on the professional and organizational development aspects of human resources development, implementing a safety program and ensuring functional continuity if a vacancy occurs in either of these positions in the future. The Financial Specialist (.5 FTE) will provide for additional accounting support due to increased budgetary responsibilities related to invoice processing, cash counts, revenue recording, conversion of the District’s internal chart of accounts to a standard chart of accounts to implement New Mexico’s Department of Financial Administration Local Government Budget Management system as well as facilitating the cross training of finance staff to ensuring functional continuity due to unexpected vacancies. Facilities Maintenance Worker (.5 FTE) to assist in the upkeep and maintenance of 448 bus stops. Two (2) Transit Operators II positions are being requested to ensure that we have route coverage due to driver absences and to reduce overtime. Lastly, the budget contains the reclassification of six (6) Driver I (non-CDL) positions to Driver II positions.

Furthermore, the District’s efforts to enhance retention of operations staff (drivers) through the implementation of a driver’s academy to train its own staff and to develop a pipeline of Commercial Drivers Licensed personnel has proven to be fruitful and will be continued. Lastly, the budget does not contain funding to address recommendations from the Classification and Compensation study, since those results were not available at the time of development of this budget.
**Long Range Financial Plan (LRFP)**

The LRFP reflects an update of the moderate case scenario so that it mirrors the Long-Range Strategic Plan (LRSP) scenarios 1 and 3, the proposed FY 2020 budget, the CIP and future revenue and expenditure implications. The moderate case scenario is not forced to balance; therefore, it reflects a worse case outcome. Overall the District will continue to meet the Board’s requirement for a 25% reserve amount throughout the 10-year projection provided that no degradation of revenues occurs over the next several years. Beyond FY 2020 the Los Alamos contribution is unknown and therefore is not factored as a revenue source. The undesignated reserves will reach zero balance by FY 2021 and unrestricted fund balance is projected to decline to zero balance by 2024 based upon the spending reflected in LRFP. However, the LRFP contains various strategies that can be employed to moderate the decline of the undesignated and unrestricted fund balances to ameliorate the projected scenario in advance of such an occurrence. In the event that the revenue degradation occurs during the term of this LRFP, the District will assess its Regional Transit GRT allocation for non-RTD provided regional services and/or decrease capital spending to offset the reduction in the usage of the undesignated and unrestricted reserves to balance the budget. Based upon this scenario the addition of new routes or expanded operating hours/days won’t be funded unless: (1) a reoccurring revenue source is generated; or (2) underperforming routes are eliminated or reduced; and/or (3) funding is reallocated to the extent it would support expansion. Furthermore, the costs associated with the Long-Range Strategic Plan have not been factored into the LRFP moderate scenario.
Cash Reserve Levels

The District is required to maintain a minimum of eight percent (8%) of expenditures as a cash reserve. The Board’s adopted policy is to maintain a twenty five percent (25%) of revenues as cash reserve level, which is due to the variability of the Districts diverse revenue sources. The District does have cash reserves that exceed the Board’s funding requirement; however, when viewed in the context of the Long Range Financial Plan these funds can only be utilized in accordance with the District’s financial reserve policies.

The usage of project carryovers and reserves are included in the revenues to balance the budget, the total amount budgeted for FY 2020 is $1,834,385 and will be utilized to fund the following expenses: (1) Operating costs; (2) TAP project; (3) Fleet replacement and Capital project match requirements; (4) continuation of routes that have transitioned from trial status to non-trial/on-going e.g. Mountain Trail, Tres Piedra’s, Las Golondrinas and Jicarilla; and (5) Non-federally funded capital improvements. For comparison purposes in FY 2019, $1,123,122 was planned for similar qualified uses as provided within the Reserve Policy. However, the funds are not anticipated to be fully utilized due to increases on GRT revenues and federal funding received; therefore, we are projecting that only $423,175 will be used. Project carryovers are being utilized for a portion of the TAP project and capital reserve funds for the remaining items; such carryovers comprise a total of $776,834 or forty two percent (42.35%) of the reserves being budgeted for FY 2019. The overall reserve balance exceeds the 25% Board requirement in FY20 by $4,550,667. The projected cash reserve balance for ending FY 2019 is $10,707,915; the reserve allocation being requested for usage in FY20 is approximately seventeen percent (17.13%) of this amount.

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<th>Year</th>
<th>Cash Reserve Balance</th>
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<td>2018</td>
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<td>2019 Proj.</td>
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<td>2020 Budget</td>
<td>$9,001,030</td>
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Service Excellence/Customer Engagement

The proposed budget contains funding to continue our emphasis on our “Service Excellence” values. This program focuses on serving the district’s customers and represents the values that the District embraces in all interactions with its customers and with each other. Furthermore, the budget contains funding to engage with our riders to ascertain their level of satisfaction with the service we provide and to obtain their input on areas needing improvement as well. The last rider survey was conducted in 2016 and represents our commitment to assess customer perspectives every three years.

Regional Contributions-Regional Interconnectivity and Transit Tax Allocation

<table>
<thead>
<tr>
<th></th>
<th>Santa Fe Trails</th>
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The District has requested that LAC continue to fund its regional program in which the District is a recipient for FY 2020. For this fiscal year, their contribution is anticipated at $350,000.

This fiscal year the budget also contemplates continued funding contributed by the City of Santa Fe, Santa Fe County, Rio Metro RTD, and Ski Santa Fe towards the Mountain Trail route and Village of Taos Ski Valley contributions to the Taos Ski Valley Green Line.

As a regional entity, the District provides funding for Board approved regional services delivered by Santa Fe Trails and Los Alamos Atomic City Transit. In addition, the Rio Metro Regional Transit District who operates the Rail Runner Express receives annual funding pursuant to an Intergovernmental Agreement that was approved in April 2009.

The funding derived from the Regional Transit Gross Receipts Taxes allocated to these entities comprises 65% ($4,860,755) of the total District Regional Transit GRT revenues projected to be collected in FY 2020 totaling $7,513,250.

**Acknowledgements**

The preparation of this budget has been a concerted effort involving each department head and specifically Hector Ordoñez, Finance Director. The staff carefully reviewed their programs and challenged themselves to operate within their means to implement cost-saving efficiencies wherever possible, while preserving those that make the NCRTD a model transit agency.

This proposed budget continues to provide for sensible spending, prudent capital investment, service improvement, safety, security, reliability and just as significantly, investment in our employees who are invaluable in the delivery of our services.

In looking forward, this budget continues to fulfill the mandates outlined in the statutory law that created Regional Transit Districts and we look forward to serving and enhancing the quality of life for residents in the more than sixty-seven (67) communities in the four-county region we serve. The high level of customer interaction we provide is only achievable due to the dedicated team of employees who provide exceptional service on a daily basis, the leadership of the Management Team and the vision and support of the Board of Directors.

Sincerely,

Anthony J. Mortillaro
Executive Director
The Organization
Board of Directors

Executive Director
Anthony J. Mortillaro

Legal Counsel
Peter Dwyer

Executive Assistant
Stephen Dahlquist

Information Technology Services
Steady-Networks

Human Resources Director
TBD

Human Resources Specialist
TBD

Fleet Mechanic
Keith Dalrymple

Facilities Maintenance Specialist
Carlos Atencio

Transit Vehicle Electronics Technician
Mark Lopez

Fleet/Facilities Maintenance Worker
Neil Garinger

Transit and Facilities Operations Director
Delilah Garcia

Administrative Specialist
Michelle Romero

Transit Planning, Projects & Grants Manager
TBD

Regional Transit Planner
Michael Valverde

Public Information Officer
Jim Nagle

Marketing Specialist
Cara Fazio

Finance Director
Hector Ordonez

Financial Analyst
Michelle Chato

Financial Specialist
Gracie Hernandez

Financial Specialist
TBD

Human Resources Specialist
TBD

Fleet/Building Maintenance Manager
David Funck

Transit Shift Supervisors
Belen De Santiago
Shelly Outman
Neil Gallegos
Ginger Burgess

Facilities Maintenance Worker
TBD

Transit Operators

Customer Svc Rep II
Customer Svc Rep I

Transit Operators

Custodian
TBD

Fleet/Facilities Maintenance Worker
Neil Garinger

Customer Svc Rep II
Customer Svc Rep I

Marketing Specialist
Cara Fazio

Financial Specialist
Gracie Hernandez

Financial Specialist
TBD
## NCRTD Position History

### Administration

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**Permanent Full Time (Benefits)**

- **Executive Director**
  - FY 2014: 1.00
- **Executive Assistant**
  - FY 2014: 1.00
- **File Clerk**
  - FY 2014: -
- **Public Information Officer**
  - FY 2014: 1.00
- **Marketing Specialist**
  - FY 2014: -
- **Special Project Manager**
  - FY 2014: 1.00
- **Director of Human Resources/Risk and Safety**
  - FY 2014: -
- **Human Resources Specialist**
  - FY 2014: -
- **Attorney**
  - FY 2014: -
- **Transit Planning, Grants and Projects Manager**
  - FY 2014: -
- **Geographic Information System/ITS Specialist**
  - FY 2014: -

**TOTAL Administrative Positions**

4.00

### Finance

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**Permanent Full Time (Benefits)**

- **Finance Director**
  - FY 2014: -
- **Finance Manager**
  - FY 2014: 1.00
- **Financial Analyst**
  - FY 2014: 1.00
- **Financial Specialist**
  - FY 2014: 1.00

**TOTAL Finance Positions**

3.00

### Operations Administration

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**Permanent Full Time (Benefits)**

- **Director of Transit Operations and Facilities**
  - FY 2014: 1.00
- **Transit Operations Manager**
  - FY 2014: 1.00
- **Assistant Transit Operations Manager**
  - FY 2014: 1.00
- **Administrative Specialist**
  - FY 2014: 1.00
- **Service Development Manager (reclass 9/12)**
  - FY 2014: 1.00
- **Service Development, Projects, Grants Spec**
  - FY 2014: -
- **Transit Planning, Grants and Projects Manager**
  - FY 2014: -
- **GIS/ITS Specialist**
  - FY 2014: -

**TOTAL Operations Administration Positions**

4.00

### Operations Drivers

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**Permanent Full Time (Benefits)**

- **Routi Supervisors**
  - FY 2014: 2.00
- **Dispatchers**
  - FY 2014: 2.00
- **Dispatcher (Non CDL)**
  - FY 2014: -
- **Dispatcher (CDL)**
  - FY 2014: -
- **Customer Service Representative I**
  - FY 2014: -
- **Customer Service Representative II**
  - FY 2014: -
- **Customer Service Representative II/IT/Software Specialist**
  - FY 2014: -
- **Customer Service Representative III/Driver II**
  - FY 2014: -
- **Driver 1 (Non CDL)**
  - FY 2014: 25.00
- **Driver 2 (CDL)**
  - FY 2014: -

**TOTAL Operations Administration Positions**

32.00
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Total NCRTD Positions: 47.00
NCRTD

Functional Areas Diagram

Policy is established by the Board and is carried out by the Executive Director.

Executive Director oversees all functional areas and is supported in this oversight by Department Directors and Divisional Managers along with supervisory personnel who report to the Department Directors or Divisional Managers.

Due to the leaness of the organization many of the functional areas shown on the diagram are not staffed, but performed by one individual with multiple responsibilities.

Fleet maintenance is contracted out. Facility maintenance functions are performed by staff.
“At the North Central Regional Transit District, we offer services as a team of respectful, qualified professionals. Our customers come first. They are our neighbors.”

North Central Regional Transit District

Professional Values

- Neighborly
- Dedicated
- Professional Values
- Respectful
- Trustworthy
- Communication
Professional Standards and Values

At North Central Regional Transportation District, we offer services as a team of respectful, qualified professionals. Our customers come first. They are our neighbors.

Our Mission: is to provide safe, secure and effective public transportation within north central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and to spur economic development throughout the region.

To accomplish our mission while living our values, we believe that the following Professional Standards are crucial for you to embody if we are going to be a match as employer and employee.

In addition to being competent in the responsibilities outlined in your job description, you have an important professional role to play in NCRTD. To fill that role, all employees are expected to practice the following attitudes and behaviors while at work.

✓ Remain a professional, balanced, respectful, problem-solver, even under stress or when out of your comfort zone.

✓ Demonstrate trustworthy behavior and speech (personal integrity and professional competence, do what you say you will do, be dependable, be accountable, act as a contributing member of our professional team).

✓ Show respect for coworkers and customers (be attentive, recognize others’ contributions and concerns, maintain the dignity of all people, empathize, honor differences, build rapport when possible and forgiveness where necessary).

✓ Keep a positive, “can do” attitude toward tasks, coworkers, management and customers.

✓ Communicate coherently (listen to understand, speak to be understood, no blaming, ask questions).

✓ Demonstrate flexibility in the face of changes and new ideas (understand why changes are being made, ask questions about them when necessary, give them a chance and offer feedback where appropriate).

✓ Be a steward (1) of our organization’s resources (avoid waste, suggest cost saving ideas, take care of things by keeping them clean and the area safe); and (2) of your personal career (identify one or two areas of growth, learning or certification to pursue every year).
Fiscal Year 2020
Proposed Budget
## North Central Regional Transit District
### FY 2020 Budget Request

<table>
<thead>
<tr>
<th>Revenues</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Revenues</td>
<td>$ 7,568,341</td>
<td>$ 8,063,103</td>
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<td>133,114</td>
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<td><strong>$ 11,874,982</strong></td>
<td><strong>$ 13,175,907</strong></td>
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<th>Expenditures</th>
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<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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<tbody>
<tr>
<td><strong>Salaries and Benefits</strong></td>
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<th>Contracts</th>
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<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Other Operating Expenses</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
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## NCRTD Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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</thead>
<tbody>
<tr>
<td>Health/Wellness</td>
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<td>735</td>
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<td>NCRTD Summary</td>
<td>FY17 Actual</td>
<td>FY18 Actual</td>
<td>FY19 Budget</td>
<td>FY19 Projections</td>
<td>FY20 Budget Request</td>
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<tr>
<td>---------------------------------------------------</td>
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<td><strong>$12,682,643</strong></td>
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### North Central Regional Transit District

#### FY 2020 Budget Request

*200 - Executive Director’s Office*

<table>
<thead>
<tr>
<th></th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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<tbody>
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<td><strong>Salaries and Benefits</strong></td>
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**TOTAL EXPENDITURES**

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<thead>
<tr>
<th></th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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<tbody>
<tr>
<td><strong>$438,299</strong></td>
<td><strong>$514,392</strong></td>
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### North Central Regional Transit District
#### FY 2020 Budget Request

<table>
<thead>
<tr>
<th>200 - Public Information Officer</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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**Contractual Services**

- Contractual Services
  - FY17: -
  - FY18: -
  - FY19: -
  - FY20: -

- Contractual Services - Other
  - FY17: -
  - FY18: -
  - FY19: -
  - FY20: 9,700

**Total Contractual Services**

- FY17: -
- FY18: -
- FY19: -
- FY20: 9,700

**Other Operating Expenditures**

- **Internet Service**
  - FY17: 337
  - FY18: 553
  - FY19: 903
  - FY20: 375

- **Postage**
  - FY17: 168
  - FY18: 254
  - FY19: 100
  - FY20: 73

- **Telephone**
  - FY17: 1,448
  - FY18: 1,361
  - FY19: 1,728
  - FY20: 1,850

- **Cell Phone**
  - FY17: 1,039
  - FY18: 847
  - FY19: 360
  - FY20: 665

- **Print & Digital Media Advertising**
  - FY17: 70,901
  - FY18: 53,479
  - FY19: 72,370
  - FY20: 59,197

- **Radio Advertising Services**
  - FY17: -
  - FY18: 21,521
  - FY19: 23,000
  - FY20: 29,861

- **IT Hardware/Software Support**
  - FY17: 3,416
  - FY18: 1,782
  - FY19: 3,920
  - FY20: 1,354

- **Employee Recognitions & Promotions**
  - FY17: 1,790
  - FY18: 5,235
  - FY19: 5,000
  - FY20: 2,500

- **Association and Membership Dues- NC**
  - FY17: 2,178
  - FY18: 1,444
  - FY19: 2,510
  - FY20: 1,038

- **Equipment**
  - FY17: 1,254
  - FY18: -
  - FY19: -
  - FY20: -

- **Printing**
  - FY17: 5,567
  - FY18: 3,436
  - FY19: 7,000
  - FY20: 3,700

- **Office Supplies**
  - FY17: 514
  - FY18: 489
  - FY19: 500
  - FY20: 720

- **Training/Registration Fees**
  - FY17: 1,284
  - FY18: 1,083
  - FY19: 1,600
  - FY20: 1,941

- **Mileage**
  - FY17: 297
  - FY18: 320
  - FY19: 640
  - FY20: 339

- **Transit/ Rental/Air Fare**
  - FY17: 948
  - FY18: 406
  - FY19: 800
  - FY20: 735

- **Per Diem/Travel Meals**
  - FY17: 394
  - FY18: 360
  - FY19: 512
  - FY20: 316

- **Lodging**
  - FY17: 1,074
  - FY18: 1,217
  - FY19: 2,000
  - FY20: 1,900

**Total Other Operating Expenditures**

- FY17: 92,609
- FY18: 93,789
- FY19: 122,943
- FY20: 106,563

**TOTAL EXPENDITURES**

- FY17: $229,261
- FY18: $244,393
- FY19: $282,097
- FY20: $259,001

- FY20: $293,910
## North Central Regional Transit District
### FY 2020 Budget Request

#### 220 - Finance

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## North Central Regional Transit District
### FY 2020 Budget Request

<table>
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<tr>
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<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
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### Contractual Services
- Contractual Services
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  - FY18: -
  - FY19: -
  - FY20: -
- Contractual Services - Other
  - FY17: 1,039
  - FY18: 1,705
  - FY19: 19,000
  - FY20: 19,000
  - Total Contractual Services: 1,039

### Other Operating Expenditures

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<th>FY19 Budget</th>
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<td>Internet Service</td>
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<tr>
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<td>5,000</td>
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<td>Professional Dues and Association and Membership Dues -</td>
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**Total Other Operating Expenditures**: 57,442

**TOTAL EXPENDITURES**: $153,692

**North Central Regional Transit District FY 2020 Budget Request**

**FY20 Budget Request**

<table>
<thead>
<tr>
<th>Total Salaries and Benefits</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
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### Contractual Services
- Contractual Services
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  - FY18: -
  - FY19: -
  - FY20: -
- Contractual Services - Other
  - FY17: 1,039
  - FY18: 1,705
  - FY19: 19,000
  - FY20: 19,000
  - Total Contractual Services: 1,039

### Other Operating Expenditures

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**Total Other Operating Expenditures**: 57,442

**TOTAL EXPENDITURES**: $153,692
## North Central Regional Transit District
### FY 2020 Budget Request

<table>
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<tr>
<th>240 - Planning</th>
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**Details**

### Contractual Services
- Contractual Services: 20,000
- Total Contractual Services: 20,000

### Other Operating Expenditures
- Service Charges & Other Fees: 300
- Internet Service: 996
- Postage: 100
- Telephone: 1,700
- Cell Phone: 65
- Advertising-Other: 15
- IT Hardware/Software Support: 22,888
- Professional Dues and Association and Membership Dues: -
- Equipment: 200
- Printing: 400
- Office Supplies: 650
- Training/Registration fees: 2,000
- Mileage: 1,100
- Transit/ Rental/ Air Fare: 1,200
- Per Diem/ Travel Meals: 680
- Lodging: 2,400
- Meals & Meeting Expenses: -
- Misc Expenses: 450
- Total Other Operating Expenditures: 35,079

**Total**

**TOTAL EXPENDITURES**

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<thead>
<tr>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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<td>$166,937</td>
<td>$376,800</td>
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**TOTAL EXPENDITURES**

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<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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# North Central Regional Transit District
## FY 2020 Budget Request

### 350 - Operations Drivers

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### Other Operating Expenditures

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<th>FY18 Actual</th>
<th>FY19 Budget</th>
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**Total Other Operating Expenditures** 46,659 44,060 50,705 44,424 55,649

**TOTAL EXPENDITURES** 2,443,413 2,561,887 2,791,125 2,697,262 3,034,195
### 400 - Fleet

<table>
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<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
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#### Contractual Services

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**Total Contractual Services**

- 19,749

#### Other Operating Expenditures

- Internet Service
- Postage
- Telephone
- Cell Phone
- Advertising
- IT Hardware/Software Support
- Employee Recognitions & Promotions
- Professional Dues and Subscriptions
- Association and Membership Dues-NC
- Equipment
- Equipment Rental
- Equipment Repair & Maintenance
- Computers
- Building Maintenance
- Maintenance Machinery & Equipment
- Bus Destination Signs
- Civil Rights
- Vehicle Insurance
- Utilities
- Uniforms
- Physicals
- Printing
- Supplies
- Office Supplies
- Furniture & Equipment under 5K
- Janitorial Supplies
- Training/Registration Fees
- Mileage
- Transit/ Rental/Air Fare
- Per Diem/Travel Meals
- Lodging
- Fuel
- Cell Tower Rental Fees
- Shop Supplies

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## North Central Regional Transit District
### FY 2020 Budget Request

<table>
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<tr>
<th>410 - Facilities Maintenance</th>
<th>FY17 Actual</th>
<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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<tbody>
<tr>
<td>Total Salaries and Benefits</td>
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<td>$178,541</td>
<td>$118,666</td>
<td>$210,836</td>
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### Contractual Services
- Contractual Services: 13,811, 1,800, 10,000, - , 1,800
- Contractual Services Professional Services: 81, - , - , - , -
- Total Contractual Services: 13,892, 1,800, 10,000, - , 1,800

### Other Operating Expenditures
- Internet Service: 1,230, 334, 684, 188, 324
- Postage: 8, - , - , - , -
- Telephone: 2,495, 1,485, 2,136, 2,050, 2,125
- Cell Phone: 408, 528, 279, - , 2,300
- IT Hardware/Software Support: 316, 1,154, - , - , 3,040
- Professional Due and Subscriptions: 58, - , - , - , -
- Equipment: 30, 7,713, 3,500, 368, 3,500
- Equipment Rental: 217, - , 1,000, - , 1,000
- Equipment Repair & Maintenance: 913, - , 1,000, - , 1,000
- Building Maintenance: 19,823, 26,185, 20,000, 19,008, 20,000
- Maintenance Machinery & Equipment: 86, - , - , - , 1,000
- Bus Destination Signs: 4,998, - , - , - , -
- Property Insurance: 7,274, 7,785, 8,500, 10,793, 8,500
- Utilities: 33,843, 39,979, 42,000, 29,857, 42,000
- Uniforms: - , - , 600, 271, 1,200
- Physicals: - , - , - , - , 200
- Printing: - , 40, - , - , -
- Office Supplies: 4, 69, - , - , -
- Furniture & Equipment under 5K: - , 1,031, - , 667, -
- Janitorial Supplies: 4,265, 6,346, 7,000, 5,985, 6,500
- Training/Registration fees: 410, - , 250, - , 2,250
- Mileage: - , - , - , - , 200
- Transit/Rental/Airfare: - , - , - , - , 500
- Per Diem-Travel: 13, - , - , - , 300
- Lodging: 206, - , - , - , 1,150
- Shop Supplies: 784, 3,209, 2,000, 2,093, 2,000
- Hazardous Waste Disposal: 439, 556, - , - , -
- Replacement Parts: 336, 900, - , - , -
- Bus Washing Services: 52, - , - , - , -
- Bus Stop Amenities: - , - , 6,000, 28, 26,000
- Computers: - , - , - , - , 1,250
- Total Other Operating Expenditures: 78,208, 97,315, 94,949, 71,308, 126,339

### TOTAL EXPENDITURES
- Total Salaries and Benefits: $179,348
- Contractual Services: $248,007
- Other Operating Expenditures: $283,490
- TOTAL EXPENDITURES: $189,974
- FY20 Budget Request: $338,975
## North Central Regional Transit District
### FY 2020 Budget Request

#### 320 - Non-RTD

<table>
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<tr>
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<th>FY18 Actual</th>
<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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<td><strong>Revenue by County</strong></td>
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|                      |             |             |             |                 |                     |
| **Expense**          |             |             |             |                 |                     |
| Non-RTD Railrunner   | $2,295,859  | $2,458,051  | $2,250,000  | $2,405,604      | $2,306,250          |
| Non-RTD Los Alamos County | 1,419,000 | 1,444,500 | 1,466,600 | 1,466,600 | 1,502,650 |
| Non-RTD City of Santa Fe | 993,300   | 1,011,150   | 1,026,620   | 1,026,620       | 1,051,855           |
| **Total Expense**    | $4,708,159  | $4,913,701  | $4,743,220  | $4,898,824      | $4,860,755          |
# North Central Regional Transit District
## FY 2020 Budget Request

### 500 - Capital Improvements

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<th>FY19 Budget</th>
<th>FY19 Projections</th>
<th>FY20 Budget Request</th>
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Capital Improvement Plan
### 10 Year Capital Improvement Plan

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<td>Main Server Replacement</td>
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<td>Copier Replacement</td>
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<td>Electronic Schedule Kiosk</td>
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<td><strong>Capital Expenses Total:</strong></td>
<td>$7,960,305</td>
<td>$10,262,856</td>
<td>$7,313,410</td>
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<td>$2,020,275</td>
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### Funding Sources:

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<th>FY 2023</th>
<th>FY 2024</th>
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<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
<th>FY 2030</th>
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<tbody>
<tr>
<td><strong>Federal 5311 - 80% / 20%</strong></td>
<td>$1,093,554</td>
<td>$856,575</td>
<td>$696,728</td>
<td>$421,473</td>
<td>$524,220</td>
<td>$524,220</td>
<td>$524,220</td>
<td>$524,220</td>
<td>$524,220</td>
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<td>$524,220</td>
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<tr>
<td><strong>Federal 5311c - 90% / 10%</strong></td>
<td>-</td>
<td>139,500</td>
<td>145,800</td>
<td>142,200</td>
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<td>148,500</td>
<td>-</td>
<td>150,300</td>
<td>163,800</td>
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<td><strong>Federal TAP - 85.44% / 14.56%</strong></td>
<td>837,312</td>
<td>854,400</td>
<td>854,400</td>
<td>854,400</td>
<td>871,488</td>
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</tr>
<tr>
<td><strong>Federal 5307 - 25.36% / 74.36%</strong></td>
<td>-</td>
<td>-</td>
<td>45,665</td>
<td>-</td>
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<tr>
<td><strong>Federal 5339(b) - 60% / 40%</strong></td>
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<td>296,691</td>
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<tr>
<td><strong>Federal BUILD - 80% / 20%</strong></td>
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**Total Federal Grants**

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<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
<th>FY 2030</th>
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<td>$6,054,503</td>
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<td>$1,418,073</td>
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<td>$688,020</td>
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**State Capital outlay**

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<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
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<tbody>
<tr>
<td>$634,332</td>
<td>$980,000</td>
<td>$4,000,000</td>
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**Vehicle Sales Proceeds**

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<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
<th>FY 2030</th>
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</thead>
<tbody>
<tr>
<td>$25,000</td>
<td>$40,000</td>
<td>$40,000</td>
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**Tribal Capital Reimbursements 90% / 10%**

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<th>FY 2028</th>
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<th>FY 2030</th>
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<tbody>
<tr>
<td>$15,500</td>
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<td>$16,700</td>
<td>$18,200</td>
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**Cash Balance as Capital Match**

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<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
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<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
<th>FY 2030</th>
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</thead>
<tbody>
<tr>
<td>$1,246,470</td>
<td>$3,161,190</td>
<td>$1,524,617</td>
<td>$84,968</td>
<td>$384,567</td>
<td>$482,555</td>
<td>$46,055</td>
<td>$169,316</td>
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### 10 Year Capital Improvement Plan

- **Capital Expenses Total**
- **Total Federal Grants**
- **State Capital outlay**
- **Cash Balance as Capital Match**

- **FY 2020** to **FY 2030**

**Notes:**

- Funding sources and allocations vary across different years.
- The chart shows the projection for 10 years, with budgeted figures for each fiscal year (FY) from FY 2020 to FY 2030.
- Capital improvements are expected to be funded through a combination of federal grants, state capital outlay, vehicle sales proceeds, and tribal capital reimbursements.
- The cash balance as capital match is also a critical funding source, ensuring adequate funds for implementational costs.
Long Range Financial Strategic Plan
Mission Statement

To provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and economic opportunities throughout the region.
Assumptions

- **Tax Annual Growth**: 3.00% for 8 years
- **Non-Personnel Cost Growth**: 3.00% for 8 years
- **Non-RTD Cost Growth**: 3.00% for 8 years
- **Capital Cost Growth**: -38.70% for 8 years

### Long Range Financial Strategic Plan and Fund Balance Analysis (Moderate Scenario)

#### Revenue

**Tax Revenues**
- 2018: $8,063,103
- 2019: $7,915,652

**Federal Operating Grants**
- 2018: $2,259,815
- 2019: $2,338,137

**Federal Capital Grants**
- 2018: $40,000
- 2019: $90,000

**Tribal Transit Grants**
- 2018: $32,878
- 2019: $38,704

**State Capital Outlay Appropriation**
- 2018: $76,890
- 2019: $88,526

**Advertising Sales**
- 2018: $15,862
- 2019: $25,000

**Interest-Savings, Short-term CD**
- 2018: $34,652
- 2019: $81,000

**Insurance Proceeds**
- 2018: $46,243
- 2019: $28,500

**Cellaneous Revenue**
- 2018: $3,433
- 2019: $30,400

**Debt Proceeds**
- 2018: $-1,246,470
- 2019: $-1,028,000

**Cash Balance as Capital Match**
- 2018: $423,175
- 2019: $4,710,384

**Other**
- 2018: $6,054,503
- 2019: $6,440,000

#### Total Revenue

- 2018: $11,874,982
- 2019: $12,838,713

### Operating Expenses

- **Personnel Services**
- **Vehicle Maintenance**
- **Fuel**
- **Other Expenses**
- **Strategic LRIP Initiatives**
- **Non-RTD Expenses**
- **Capital Expenses**
- **Difference in Capital Expense and Depreciation**

#### Total Expenses

- 2018: $11,696,068
- 2019: $12,625,409

### Change in Fund Balance

- 2018: $(11,189,986)
- 2019: $(12,625,409)

#### Fund Balance Analysis

- 2018: $10,281,098
- 2019: $6,241,291

#### Investment in Capital Assets

- 2018: $-1,246,470
- 2019: $-1,028,000

#### Unrestricted Fund Balance

- 2018: $10,281,098
- 2019: $6,241,291
Long Range Financial Strategic Plan and Fund Balance Analysis (Moderate Scenario)

Unrestricted Fund Balance  Cash & Investments  Total Designations

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</table>
## Long Range Financial Strategic Plan and Fund Balance Analysis (1/8 cent GRT Increase Scenario)

### Assumptions

| Tax Annual Growth | 6.45% |
| Non-Residential Fringe Growth | -71.00% |
| Non-Non-RD Cost Growth | 3.00% |
| Capital Cost Growth | -37.80% |

### 2018 Actual to 2019 Projected

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<tr>
<th>Item</th>
<th>2018 Actual</th>
<th>2019 Projected</th>
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<td>2,338,137</td>
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<tr>
<td>Federal Capital Grants</td>
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<tr>
<td>Federal Transit Grants</td>
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<td>State Capital Outlay Appropriation</td>
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<td>Member Local Match</td>
<td>3,340,300</td>
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<td>Pension Restatement</td>
<td>37,078</td>
<td>40,000</td>
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<tr>
<td>Debt Proceeds</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Cash Balance Undesignated</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Debt Proceeds</td>
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<td>-</td>
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<tr>
<td>Cash Balance Service Enhancements</td>
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<td>-</td>
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<tr>
<td>Pension Restatement</td>
<td>-</td>
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<tr>
<td>Cash Balance as Capital Match</td>
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### Total Revenue

<table>
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<tr>
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<td>$10,987,907</td>
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<td></td>
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<td>$24,172,256</td>
<td>$24,337,555</td>
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### Operating Expenses

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<th>$4,139,243</th>
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<tr>
<td>Personnel Services</td>
<td>$4,573,188</td>
<td>$4,573,188</td>
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<tr>
<td>Vehicle Maintenance</td>
<td>$4,710,384</td>
<td>$4,851,695</td>
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<tr>
<td>Fuel</td>
<td>$4,976,246</td>
<td>$5,147,163</td>
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<tr>
<td>Other Expenses</td>
<td>$5,301,578</td>
<td>$5,460,826</td>
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<tr>
<td>Strategic LRSP Initiatives</td>
<td>$5,793,178</td>
<td>$5,966,973</td>
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<tr>
<td>Non-RD Expenses</td>
<td>$4,913,701</td>
<td>$4,860,755</td>
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<tr>
<td>Capital Expenses</td>
<td>$1,295,739</td>
<td>$7,960,305</td>
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<tr>
<td>Difference in Capital Expenses and Depreciation</td>
<td>(313,859)</td>
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### Total Expenses

<table>
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<tr>
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<tr>
<td></td>
<td>$19,508,335</td>
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<td>$19,377,685</td>
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<td>$19,796,107</td>
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### Change in Fund Balance

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<tr>
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<th>$32,722</th>
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<tbody>
<tr>
<td>(326,571)</td>
<td>(968,398)</td>
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<tr>
<td>2,001,049</td>
<td>2,322,322</td>
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<tr>
<td>3,016,906</td>
<td>3,232,946</td>
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<td>3,704,281</td>
<td>3,887,581</td>
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### Pension Restatement Change

<table>
<thead>
<tr>
<th></th>
<th>-</th>
<th>(423,175)</th>
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<tbody>
<tr>
<td>(1,311,190)</td>
<td>(1,524,617)</td>
<td></td>
</tr>
<tr>
<td>(84,968)</td>
<td>(384,567)</td>
<td></td>
</tr>
<tr>
<td>(482,555)</td>
<td>(46,055)</td>
<td></td>
</tr>
<tr>
<td>(169,316)</td>
<td>(75,055)</td>
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</tbody>
</table>

### Ending Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>$12,378,435</th>
<th>$11,967,892</th>
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<tbody>
<tr>
<td>$10,281,097</td>
<td>$10,281,097</td>
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</tr>
<tr>
<td>6,591,290</td>
<td>4,498,275</td>
<td></td>
</tr>
<tr>
<td>7,014,956</td>
<td>9,452,611</td>
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<tr>
<td>11,986,963</td>
<td>15,173,372</td>
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<tr>
<td>18,461,501</td>
<td>22,406,727</td>
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### Investment in Capital Assets

<p>| | | |</p>
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### Unrestricted Fund Balance

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<td>$10,281,097</td>
<td>$10,281,097</td>
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<tr>
<td>6,591,290</td>
<td>4,498,275</td>
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<td>11,986,963</td>
<td>15,173,372</td>
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<tr>
<td>18,461,501</td>
<td>22,406,727</td>
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### Cash & Investments

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<th>$11,996,368</th>
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<td>$9,001,030</td>
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<td>$3,218,208</td>
<td>$5,734,889</td>
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<td>$8,172,544</td>
<td>$10,706,896</td>
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<td>$13,893,305</td>
<td>$17,181,434</td>
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<tr>
<td>$20,810,660</td>
<td>$20,778,960</td>
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### Reserve Balance Requirement (25% of Revenue)

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<td>4,397,925</td>
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<td>5,613,835</td>
<td>5,882,615</td>
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<td>5,740,959</td>
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### Designated for Capital Match

<table>
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<tr>
<th></th>
<th>-</th>
<th>423,175</th>
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<tbody>
<tr>
<td>(1,311,190)</td>
<td>(1,524,617)</td>
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<tr>
<td>(84,968)</td>
<td>(384,567)</td>
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<tr>
<td>(482,555)</td>
<td>(46,055)</td>
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<tr>
<td>(169,316)</td>
<td>(75,055)</td>
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### Total Designations

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<td>5,892,542</td>
<td>5,556,560</td>
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<td>5,998,402</td>
<td>6,065,170</td>
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<td>5,787,014</td>
<td>6,079,322</td>
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<td>6,099,255</td>
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### Total Undesignated

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<tr>
<td>3,358,198</td>
<td>(2,466,847)</td>
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<tr>
<td>176,329</td>
<td>2,174,142</td>
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<tr>
<td>4,641,726</td>
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<tr>
<td>11,102,112</td>
<td>14,741,315</td>
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<tr>
<td>14,827,030</td>
<td>18,383,576</td>
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</table>
Long Range Financial Strategic Plan and Fund Balance Analysis (1/8 cent GRT Increase Scenario)

Unrestricted Fund Balance
Cash & Investments
Total Designations

2018 Actual
2019 Projected
FY 2020 Budget
FY 2021 Forecast
FY 2022 Forecast
FY 2023 Forecast
FY 2024 Forecast
FY 2025 Forecast
FY 2026 Forecast
FY 2027 Forecast
FY 2028 Forecast
FY 2029 Forecast
FY 2030 Forecast

0 1,000,000 2,000,000 3,000,000 4,000,000 5,000,000 6,000,000 7,000,000 8,000,000 9,000,000

30,000,000 25,000,000 20,000,000 15,000,000 10,000,000 5,000,000 0
Title: Discussion and Consideration of Resolution No. 2019-20 Adding the Village of Questa (Village) as a New Member of the North Central Regional Transit District (NCRTD)

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: Based upon a request by the Village of Questa the District staff provided their representatives information related to joining the NCRTD. On April 23, 2019 the Village Council conducted a public hearing and adopted Village of Questa Resolution No. 2019-08 indicating the Village’s intent to join to the District.

The District currently provides regular Monday – Friday service to the Village of Questa.

Background: At the December 2, 2011 meeting the Board of Directors requested that the Executive Director and Chair send informational letters regarding membership in the NCRTD to all eligible non-member entities. Since then several entities have requested and been authorized to join the NCRTD. The newest member was the Village of Taos Ski Valley. The Board Bylaws, Intergovernmental Contract and State Statue are vague as to the process for solicitation of information for membership into the District. The basic requirements for adding members are:

1.) Public hearing by the proposed member.

2.) Review by the Board.

3.) An affirmative vote by two thirds (2/3) of the voting units of the Board of Directors (IGC) and two thirds of the directors (NMSA 1978, Section 73-25-6 (C).
4.) Execution of a new amended IGC based on the vote.

**Recommended Action:** It is recommended that the Board adopt NCRTD Resolution No. 2019-20 adding the Village of Questa as a member. In addition, execution of a new amended Intergovernmental Contract will be required along with a modification of the weighted vote analysis.

**Options/Alternatives:**

1. Adopt the resolution as presented accepting the Village of Questa as a new member; or  
2. Take no action on the resolution and the Village’s request.

**Fiscal Impact:** None

**Attachments:**  
Resolution No. 2019-20  
Voting Strengths Analysis  
Revised Intergovernmental Contract  
Village of Questa Adopted Resolution No. 2019-08
VILLAGE OF QUESTA
RESOLUTION NO. 2019-08

~ A RESOLUTION TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER OF THE DISTRICT AND PARTICIPATE IN THE AFFAIRS OF THE DISTRICT. ~

WHEREAS, the purpose of the North Central Regional Transit District (the “District”) is to serve the residents within District boundaries by providing for the creation of the Regional Transit District; provide a choice of transportation alternatives for goods, services, jobs, and activities of the community; and finance, plan, construct, operate, maintain and promote a regional public transit system.

WHEREAS, the Legislature of the State of New Mexico has passed legislation and the Governor has signed into law, the “Regional Transit District Act;” and

WHEREAS, public transportation is a critical component of multimodal transportation systems; and

WHEREAS, statewide, multimodal transportation systems improve access to education and jobs and provide a foundation for New Mexico’s economic prosperity; and

WHEREAS, expanded public transit services help rural and urban New Mexico optimize available regional services; and

WHEREAS, a statewide connection of regional transit district would improve local and state connections; and

WHEREAS, regional public transit would enable increased federal investment in New Mexico; and

WHEREAS, multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health; and

WHEREAS, coordinated regional public transportation would help sustain New Mexico’s cultural diversity; and

WHEREAS, regional transit districts function to coordinate public transit services and connects all forms of existing and proposed transportation services provided by different levels of government and various jurisdictions; and

WHEREAS, improved public transportation services in New Mexico would extend the life of existing roads, highways, and regional transit services, and protect current and future investment in the region’s transportation infrastructure.
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF QUESTA THAT:

Section 1. The Village of Questa shall join the North Central Regional Transit District as a voting member of the District, and participate in the affairs of the District by appointing a representative, and a designee to the Board of Directors.

Section 2. The Village of Questa approves the Intergovernmental Agreement establishing the District, and any other relevant documents affecting the legal status of the District in order to deliver ongoing regional public transportation services.

PASSED, APPROVED and ADOPTED, this 23rd day of April 2019.

VILLAGE OF QUESTA:

Mark Gallegos, Mayor

ATTEST:

Renee Martinez, Village Clerk

ROLL CALL VOTE:

Councilor Brent Jaramillo  YES  
Councilor John Ortega  YES  
Councilor Louise Gallegos  Not Present  
Councilor Charlie Gonzales  YES  

Resolution 2019-08
North Central Regional Transit District (NCRTD)

Resolution No. 2019-20

ALLOWING THE VILLAGE OF QUESTA TO JOIN AS A MEMBER OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)

WHEREAS, the NCRTD was created through legislative enactment (chapter 65, signed March 21, 2003); and,

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and,

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and,

WHEREAS, the Village of Questa adopted Village Resolution No. 2019-08 showing the Village Council’s intent to join the District on April 23, 2019; and,

WHEREAS, in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the Village of Questa should be a member of the District.

NOW THEREFORE BE IT RESOLVED by the NCRTD that the Board of Directors accepts and approved the Village of Questa’s request to join the District.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th DAY OF JUNE 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
# VOTING STRENGTH ANALYSIS - June 14, 2019

<table>
<thead>
<tr>
<th>Member</th>
<th>Population (1)</th>
<th>% of Total Population</th>
<th>Member Unit</th>
<th>Population Units (2)</th>
<th>Total Voting Units</th>
<th>Voting Units % of Total</th>
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</thead>
<tbody>
<tr>
<td>Los Alamos County</td>
<td>17,798</td>
<td>7.51%</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>8%</td>
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<tr>
<td>Río Arriba County</td>
<td>22,903</td>
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<td>3</td>
<td>4</td>
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<tr>
<td>Española City</td>
<td>10,224</td>
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<td>2</td>
<td>3</td>
<td>8%</td>
</tr>
<tr>
<td>Ohkay Owingeh Pueblo</td>
<td>2,791</td>
<td>1.18%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
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<tr>
<td>Santa Clara Pueblo</td>
<td>3,132</td>
<td>1.32%</td>
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<td>3%</td>
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<tr>
<td>Village of Chama</td>
<td>1,022</td>
<td>0.43%</td>
<td>1</td>
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<tr>
<td>Taos County</td>
<td>25,484</td>
<td>10.76%</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>11%</td>
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<tr>
<td>Town of Taos</td>
<td>5,731</td>
<td>2.42%</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>5%</td>
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<tr>
<td>Village of Taos Ski Valley</td>
<td>69</td>
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<td>3%</td>
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<tr>
<td>Village of Questa</td>
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<td>Santa Fe County</td>
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<td>Nambe Pueblo</td>
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<td>Tesuque Pueblo</td>
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<td>Santa Fe City</td>
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<td>5</td>
<td>6</td>
<td>16%</td>
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<td>Town of Edgewood</td>
<td>3,777</td>
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<td>0</td>
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<td>3%</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>236,914</strong></td>
<td><strong>100%</strong></td>
<td><strong>17</strong></td>
<td><strong>20</strong></td>
<td><strong>37</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Total Members: 17
Total Voting Units: 37
Quorum Requirements: 9 Members and 19 Voting Units
Majority Vote: 19 Voting Units and 9 members present (during the meeting a recalculation of the majority vote maybe necessitated in the event of absences, recusals or abstentions provided)
Two Thirds Vote: 25 Voting Units and 11 members present

[1] Population estimates were extracted from 2013 Annual Estimates of the United States Census Bureau.

[2] Voting Units are awarded in the following manner:
   - All Members receive one (1) vote by virtue of being a Member.
   - Members receive one (1) additional vote for population between 5000 and 9,999;
   - an additional vote for population between 10,000 and 19,999;
   - an additional vote for population between 20,000 and 39,999;
   - an additional vote for population between 40,000 and 79,999;
   - an additional vote for population equal to or greater than 80,000.

---

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AMENDED INTERGOVERNMENTAL CONTRACT

APPROVED BY
NCRTD BOARD
June 14th, 2019 December 7th, 2018
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

By and among:

VILLAGE OF CHAMA
TOWN OF EDGEWOOD
CITY OF ESPAÑOLA
COUNTY OF LOS ALAMOS
PUEBLO OF NAMBE
PUEBLO OF OHKAY OWINGEH
PUEBLO OF POJOAQUE
VILLAGE OF QUESTA
COUNTY OF RÍO ARRIBA
PUEBLO OF SAN ILDEFONSO
PUEBLO OF SANTA CLARA
CITY OF SANTA FE
COUNTY OF SANTA FE
COUNTY OF TAOS
TOWN OF TAOS
VILLAGE OF TAOS SKI VALLEY
AND
PUEBLO OF TESUQUE

Dated as of June 14th, 2019
December 7th, 2018.

Providing for the creation and operation of the “North Central Regional Transit District” as a Regional Transit District pursuant to the New Mexico Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978 (2003)
<table>
<thead>
<tr>
<th>ARTICLE</th>
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<tr>
<td>ARTICLE I ……………………………………………………………………………………. 4</td>
<td></td>
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<tr>
<td>DEFINITIONS</td>
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<tr>
<td>ARTICLE II …………………………………………………………………………………… 6</td>
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<tr>
<td>NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED</td>
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<td>ARTICLE III ………………………………………………………………………………….. 7</td>
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<tr>
<td>BOUNDARIES</td>
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<td>ARTICLE IV ………………………………………………………………………………….. 7</td>
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<td>CONTRACT</td>
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<td>ARTICLE V …………………………………………………………………………………… 9</td>
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NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

THIS NORTH CENTRAL REGIONAL TRANSIT DISTRICT INTERGOVERNMENTAL CONTRACT (hereinafter, this “Contract”) is entered into as of the date indicated on page 2 of this Contract by and among the VILLAGE OF CHAMA, TOWN OF EDGEWOOD, CITY OF ESPAÑOLA, COUNTY OF LOS ALAMOS, PUEBLO OF NAMBÉ, PUEBLO OF OHKAY OWINGEH, PUEBLO OF POJOAQUE, VILLAGE OF QUESTA, COUNTY OF RÍO ARRIBA, PUEBLO OF SAN ILDEFONSO, PUEBLO OF SANTA CLARA, CITY OF SANTA FE, COUNTY OF SANTA FE, COUNTY OF TAOS, THE TOWN OF TAOS, VILLAGE OF TAOS SKI VALLEY AND PUEBLO OF TESUQUE.

RECITALS

WHEREAS, pursuant to the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978, (hereinafter the “Act”), New Mexico governmental units are authorized to establish, by contract, regional transit districts, which, upon the satisfaction of the conditions set forth in Article II hereof, are authorized to finance, construct, operate, maintain, and promote regional transit systems; and

WHEREAS, governmental units may contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Initial Members were governmental units located in North Central New Mexico, which desire to form a regional transit district pursuant to the Act for the purpose of financing, Constructing, operating, maintaining, and promoting regional transit systems; and

WHEREAS, transit services promote independent living for the frail, the elderly, the disabled, and those without access to automobiles by providing essential links to a variety of medical, social, and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, the Initial Members began working together on the goal of forming a regional transit district in the Spring of 2003; and

WHEREAS, the Initial Members formed a working group in September 2003, which has met regularly to consider the interests of the Initial Members; and

WHEREAS, the working group has specified the terms of this Contract and other necessary documents based on comments received from and extensive discussions with the Governing Bodies of each of the Initial Members; and

WHEREAS, the Initial Members have duly voted for and approved the addition of new members whose Governmental Units are within the boundaries of the district; and
WHEREAS, new members have been added since the formation of the NCRTD in 2004 whose memberships and voting rights should be acknowledged and ratified by a novation of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Members along with the new members hereby agree to a novation of this Contract thereby confirming and amending the membership and voting rights of all the members listed herein as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 73-25-3 of the Act:

"Board" means the board of directors of a district;
"Bond" means a revenue bond;
"Combination" means two or more governmental units that exercise joint authority;
"Commission" means the New Mexico state transportation commission;
"Construct", "Constructing", or "Construction" means the planning, designing, engineering, acquisition, installation, construction, or reconstruction of a regional transit system;
"District" means a regional transit district that is a political subdivision of the state created pursuant to the Act;
"Governmental Unit" means the state, a county or a municipality of the state, or an Indian nation, tribe or pueblo located within the boundaries of the state;
"Regional Transit System" means a property, improvement, or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van, or railcar; and
"Revenues" means tolls, fees, rates, charges, assessments, grants, contributions, or other income and revenues received by the district.

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

“Act” is defined in the Recitals hereto.
“Advisory Committee” means two or more persons appointed by the Board, pursuant to Article VI, Section 3 hereof, for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.
“Boundaries” means the boundaries of the District determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Articles IX and XI hereof.
“Citizen Advisory Committee” means the special Advisory Committee described as such in Article III, Section 3 hereof.
“Contract” means this North Central Transit District Intergovernmental Contract, as amended from time to time in accordance with the terms hereof.
“Director” means any person appointed as a Director pursuant to Article 4 hereof. Whenever the person appointed as a Member’s Director pursuant to Article 4 hereof is absent from a Board meeting, the term “Director” shall mean the Official Designee, if any, appointed by such Member pursuant to Article 4 hereof.

“Governing Body” means, when used with respect to a Member, the city council, board of trustees, board of commissioners, pueblo council, or other legislative body, as appropriate, of such Member.

“Initial Boundaries” means the Boundaries of the District on the date the District is originally certified pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

“Initial Members” means the initial signatories who become Members on the date on which the District is originally certified pursuant to Section 2 hereof.

“Member” means the Initial Members and any Governmental Unit that becomes a member of the District pursuant to Article XI hereof.

“NCRTD” is defined in the Recitals hereto.

“Officer” means the Chair, Vice Chair, Secretary, or Treasurer of the District, and any subordinate officer or agent appointed and designated as an officer of the District by the Board.

“Official Designee” means any person appointed as an official designee, pursuant to Article VII hereof.

“Regional Transit Services” means the transit services described in Appendix D.

ARTICLE II
NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED

Section 2.01. Name. The name of this transit district is the North Central Regional Transit District (hereinafter, “the District”).

Section 2.02. Purpose. The purpose of the District, being a multimodal public transit district formed pursuant to the Act, recognizes as its purpose to finance, Construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system at any location or locations, subject to compliance with the Act.

Section 2.03. Members. Membership in the District is open to Governmental Units within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties. Members may be added or deleted pursuant to Section 73-25-17 of the Act and Article XI hereof.

Section 2.04. Establishment. The North Central Regional Transit District shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members, effective upon satisfaction of the following conditions:

(a) Each Initial Member and new member has held at least one public hearing on the subject of this Contract in accordance with Section 73-25-4 of the Act including relevant attention to requirements for public notice; and

(b) Each Initial Member has executed the original Contract.

Section 2.05. Regional Transit Systems to Be Provided.
The NCRTD will provide, but not be limited to, the type of regional transit services described in Appendix D, “Regional Transit Mobility Concept for the North Central Regional Transit District.”

Section 2.06. Specific Responsibilities. In addition to the general powers described in Article V hereof, the District shall have the responsibilities described in this Section and shall have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the District described in Article V hereof.

(a) Regional Transit Planning. The District shall work in coordination with the New Mexico Department of Transportation (NMDOT), Regional Planning Organizations (RPOs), and Metropolitan Planning Organizations (MPOs) to provide regional transit planning services needed to plan and direct the Regional Transit Services of the District, to pursue state and federal funding, and to coordinate overall transportation policy within the area in which it provides Regional Transit Services.

(b) Regional Transit Services. The District shall use its best efforts to provide the Regional Transit Services described in Appendix D hereto.

(c) Contract Transit Services. The District may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.

(d) Local Service. The District may fund Regional Transit Services that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement in which such Member pays the District for the services provided on the same fully allocated cost basis used to determine costs of District services throughout the District’s service area.

ARTICLE III
BOUNDARIES

Section 3.01. Original Boundaries. Membership in transit districts is open to Governmental Units, which means the State, a County or Municipality of the State, or an Indian Nation, Tribe, or Pueblo located within the boundaries of the State. The North Central Regional Transit District may include any Governmental Unit within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties, as described in Appendix A.

Section 3.02. Amendments to Boundaries. The original boundaries of the NCRTD may be amended according to the process described in Article XI of this Contract.

ARTICLE IV
CONTRACT

Section 4.01. Effective Date. The term of the original Contract began when the New Mexico State Transportation Commission certified the creation of the District.

Section 4.02. Termination. The term of this Contract shall end when all the current Members agree in writing to terminate this Contract; provided, however, that this Contract may not be terminated so long as the District has any Bonds outstanding.
Section 4.03. Amendments. Any amendment to the Contract shall be made only by the execution in writing of each of the governmental units that entered into the Contract.

Section 4.04. Parties of Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any Person other than the Members any right, remedy or claim under or by reason of this Contract; this Contract being intended for the sole and exclusive benefit of the Members.

Section 4.05. No Personal Liability. No covenant or agreement contained in this Contract or any resolution or Bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 4.06. Tort Claims. In accordance with the requirements and limitations of liability set forth in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27, the District shall cover every risk for which immunity has been waived under the provisions of the Tort Claims Act.

Section 4.07. Notices. Except as otherwise provided in this Contract, all notices, certificates, requests, requisitions, or other communications by the District, any Member, any Director, any Official Designee, any Officer, or any member of a Committee to any other such person pursuant to this Contract shall be in writing; shall be sufficiently given, and shall be deemed given when actually received:

(a) In the case of the District and Officers of the District, at the last address designated by the District for such purpose; and

(b) In the case of such other persons, at the last address specified by them in writing to the Secretary of the District.

Unless a certain number of days is specified, notice shall be given within a reasonable period of time.

Section 4.08. Assignment. None of the rights, benefits, duties, or obligations of any Member may be assigned or delegated without the express written consent of all the Members.

Section 4.09. Severability. If any clause, provision, subsection, Section, or Article of this Contract shall be held to be invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 4.10. Interpretation. Subject only to the express limitations set forth herein, this Contract shall be liberally construed:

(a) To permit the District and the Members to exercise all powers that may be exercised by a regional transit district pursuant to the Act and by a separate legal entity created by a contract among the Members;

(b) To permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Contract pursuant to the Act and other applicable law; and

(c) To permit the Board to exercise all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members.

In the event of any conflict between the Act or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Contract shall govern.
Section 4.11. Governing Law. The laws of the State of New Mexico shall govern the development and enforcement of this Contract.

Section 4.12. Counterparts. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

ARTICLE V
POWERS OF THE DISTRICT

Section 5.01. Powers of the District. A district is a body politic and corporate. In addition to other powers granted to the district pursuant to the Regional Transit District Act [73-25 NMSA 1978], the district may:

(a) Have perpetual existence, except as otherwise provided in the contract;
(b) Finance, construct, operate, maintain, or promote regional transit systems within the boundaries of the district;
(c) Enter into contracts and agreements affecting the affairs of the district;
(d) Establish, collect, and increase or decrease fees, tolls, rates, or charges for the use of property of a regional transit system financed, constructed, operated, maintained, or promoted by the district; except that fees, tolls, rates, or charges imposed for the use of a regional transit system shall be fixed and adjusted to pay for bonds issued by the district;
(e) Pledge all or a portion of the revenues to the payment of bonds of the district;
(f) Provide transit services outside the boundaries of the district.
(g) Purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and interest therein, including easements and rights of way;
(h) Accept real or personal property for the use of the district and accept gifts and conveyances upon the terms and conditions as the board may approve;
(i) Use the streets, highways, rail rights-of-way, and other public ways and, with permission of the owner, to relocate or alter the construction of streets, highways, rail rights-of-way, other public ways, electric and telephone lines and properties, pipelines, conduits, and other properties, whether publicly or privately owned, if deemed necessary by the district in the construction, reconstruction, repair, maintenance, and operation of the system. Any damage that may occur to the property shall be borne by the district; and
(j) Sue and be sued;

Section 5.02. Limitations on Powers of the District. The District shall be limited as follows:

(a) The district may only finance, construct, operate, maintain, or promote Regional Transit Systems;
(b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article III hereof;
(c) A notice of the imposition of or any change in any fee or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Transportation Commission in accordance with the Act.
ARTICLE VI
BOARD OF DIRECTORS

Section 6.01. Establishment and Powers. The District shall be governed by a Board of Directors (hereinafter, the “Board”) as described in Section 73-25-5 of the Act. The Board shall exercise and perform all powers, privileges and duties vested in or imposed upon the District. Subject to the exceptions in the Act, the Board may delegate any of its powers to an Officer or agent of the Board.

Section 6.02. Powers of the Board. The Board shall, subject to the limitations set forth herein and relevant State law, have all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and all powers that may be exercised by the governing body of a separate legal entity created by a contract among the Members. Such powers shall include, but shall not be limited to:

(a) Adopt Bylaws;
(b) Fix the time and place of meetings and the method of notice of the meetings;
(c) Make and pass orders and resolutions necessary for the government and management of the affairs of the District and the execution of the powers vested in the District;
(d) Appoint, hire, or retain an Executive Director;
(e) Maintain offices at a place the Board may designate;
(f) Prescribe financial and procurement policies and procedures in accordance with relevant State and Federal laws and policies;
(g) Adopt other policies as may be deemed necessary for the functioning of the District; and
(h) Appoint advisory committees and define the duties of the committees.

(i) Board may add ex-officio members as needed.

Section 6.03. Advisory Committees. The Board may appoint and maintain a Citizen Advisory Committee to advise the Board with respect to policy and service matters. The Board may also appoint other Advisory Committees to advise the Board. The members of the Citizen Advisory Committee shall not be Directors, Official Designees, or employees of the District. The members of Advisory Committees other than the Citizen Advisory Committee may include Directors, Official Designees, and Officers of the District. Advisory Committees shall not be authorized to exercise any power of the Board.

Section 6.04. Bylaws and Rules. The Board, acting by resolution adopted as provided in Article IX hereof, may adopt bylaws or rules governing the activities of the District and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing.

Section 6.05. Budget. The Board shall approve an annual budget pursuant to the legal requirement to submit an annual budget to the State.

ARTICLE VII
DIRECTORS

Section 7.01. Appointment of Directors and Official Designees. Pursuant to Section 73-25-5 of the Act, the Board shall be composed of one (1) Director from each Member of the District. A Director shall be an elected official, Official Designee or Tribal Council Member.
The Director or Official Designee (if any) shall be nominated by the chief elected official of the Member and approved by the Governing Body of the Member.

Section 7.02. Terms of Office. The term of office of each Director and Official Designee shall commence with the first meeting of the Board following his or her appointment and shall continue until removed by the appointing Member, or until she or he no longer holds elective office in the Governing Body of the appointing Member, or until she or he submits a written resignation to the Chair. Directors shall not serve a term longer than four (4) years unless re-appointed by their Member governing body.

Section 7.03. Resignation and Removal. Any Director or Official Designee may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 7.04. Vacancies. Vacancies in the office of any Director or Official Designee shall be filled in the same manner in which the vacant office was originally filled.

Section 7.05. Compensation. Directors and Official Designees shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board, pursuant to State law.

ARTICLE VIII
OFFICERS

Section 8.01. Identification. The Board shall elect or appoint a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 8.02. Appointment. The currently elected Board shall elect Officers by simple majority vote after canvassing each member as to his or her interest in service, time availability, and qualifications. The Officers shall be Directors. All Officers of the District shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article.

Section 8.03. Term of Office. Each Officer shall serve until the end of their term or until a successor is elected or appointed or the Officer is lawfully removed pursuant to State law, this Contract, or the Bylaws. Officers may serve unlimited terms.

Section 8.04. Resignation. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning.

Section 8.05. Removal of Officers. Any Officer of the Board may be removed at any time by a two-thirds majority vote of the voting units of the Board.

Section 8.06. Vacancies. Vacancies in the office of any Officer shall be filled in the same manner in which such office was originally filled.

Section 8.07. Chair. The Chair shall:
(a) Have the power to call meetings of the Board and to preside over such meetings;
(b) Have the power to execute, deliver, acknowledge, file, and record on behalf of the District such documents as may be required by the Act or other applicable law;
(c) Have the power to execute and deliver contracts, deeds, and other instruments and agreements on behalf of the District as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board;
(d) Have such additional authority, powers, and duties as are appropriate and customary for the office of the Chair of the board of directors of entities such as the District, and as the Board may otherwise prescribe.
Section 8.08. Vice Chair. The Vice Chair shall:
(a) Be the Officer next in seniority after the Chair and, upon the death, absence, or
disability of the Chair, shall have the authority, powers, and duties of the Chair;
(b) Have such additional authority, powers, and duties as are prescribed by the Board.

Section 8.09. Secretary. If a Treasurer has not been elected or appointed, the Secretary
shall also serve as Treasurer and may use the title of Treasurer in performing the functions of
Treasurer. The Secretary shall:
(a) Designate a staff member who will assist in carrying out the work of the Secretary,
under the day-to-day supervision of the Executive Director but with responsibility
lying with the Secretary;
(b) Give, or cause to be given, notice of all meetings (including special meetings) of the
Board;
(c) Keep written minutes of such meetings;
(d) Be responsible for the maintenance of all records and files and the preparation and
filing of reports to governmental agencies (other than tax returns);
(e) Have such other authority, powers and duties as are appropriate and customary for the
office of Secretary of entities such as the District, and as the Board may otherwise
prescribe.

Section 8.10. Treasurer. The Treasurer shall, subject to rules and procedures
established by the Board:
(a) Designate a staff member who will assist in carrying out the work of the Treasurer,
under the day-to-day supervision of the Executive Director but with responsibility
lying with the Treasurer;
(b) Be responsible for the custody of the funds and all stocks, bonds, and other securities
owned by the District;
(c) Be responsible for the preparation and filing of all tax returns, if any, required to be
filed by the District;
(d) Receive all moneys paid to the District and, subject to any limits imposed by the
Board or the Chair, shall have authority to give receipts and vouchers, and endorse
checks and warrants in the District’s name and on the District’s behalf, and to give
full discharge for the same;
(e) Sign checks and warrants, but must secure the signature of either the Executive
Director or one other Board Officer. In the absence of the Executive Director, a
second Officer may sign;
(f) Have charge of disbursement of the funds of the District, shall keep full and accurate
records of the receipts and disbursements, and shall deposit all moneys and other
valuables in such depositories as shall be designated by the Board;
(g) Deposit and invest all funds of the District in accordance with the laws of the State
applying to the deposit and investment of funds of regional transit districts formed
under the Act;
(h) Have such additional authority, powers and duties as are appropriate and customary
for the office of Treasurer of entities such as the District, and as the Board may
otherwise prescribe.

Section 8.11. Executive Director. The Board shall appoint an Executive Director who
shall be the chief executive officer of the District, shall supervise the activities of the District,
shall see that all policies, directions and orders of the Board are carried out and shall, under the
supervision of the Board, have such other authority, powers, or duties as may be prescribed by the Board. The Executive Director shall, subject to rules and procedures established by the Board:

(a) Sign contracts or agreements with vendors or service providers that are necessary to carry out the purposes of the District, provided, however, that they involve less than $100,000, and are included in a duly approved budget. Expenses over $100,000 shall be approved by the Board and signed by the appropriate Officers;
(b) Appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers, and other consultants as approved through the budget process;
(c) Dispose of assets of the District, provided, however, that the assets are no longer useful to the District and have a nominal market value;
(d) Sign contracts or agreements specifically approved by the Board.

Section 8.12. Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit, or modify the authority, powers and duties of any Officer pursuant to the Act.

ARTICLE IX
VOTING REQUIREMENTS

Section 9.01. Voting Strength of Members. Each Member of the District shall have a voting strength as determined by the Voting Strength Analysis, Appendix B.

Section 9.02. Quorum. The presence of Directors representing a majority of the Members and a majority of the total number of voting units shall be necessary to constitute a quorum for the transaction of business.

Section 9.03. Simple Majority Vote. If a quorum is present, action by simple majority of voting units present and eligible to vote shall be the act of the Board, unless the act of a greater number is required by the Bylaws, the Contract, or applicable law.

Section 9.04. Two-Thirds Vote. If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions:
(a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws, Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;
(b) Removal of Officers from the Board, pursuant to Article 10 of the Bylaws and Article VIII of this Contract;
(c) Amendment of the Bylaws, pursuant to Section 15 of the Bylaws.
(d) Amendments to this Contract, pursuant to Article IV of this Contract.

Section 9.05. Budget. The annual budget shall be passed by a simple majority of voting units.

ARTICLE X
ASSETS

Section 10.01. Acquisition of Assets. The District may acquire assets on its own authority or through contract with Members of the District. Assets contributed by each Member shall be so noted.
Section 10.02. Disposition of Assets. The District may dispose of assets that are surplus, at the end of their useful life, or are no longer needed by the District, pursuant to State and Federal regulations.

Distribution of Assets Upon Termination. Upon termination of this Contract, pursuant to Article IV hereof, the net assets of the District shall be distributed to the parties with a financial interest in the assets and in proportion to their contribution to the purchase of the asset. Where the District itself has a financial interest in the asset, its current value will be divided equally among the Members of the District at the time of its termination.

ARTICLE XI
ADDITION OR WITHDRAWING TERRITORY

Section 11.01. Initial Members. The Initial Members shall be the initial signatories whose participation in the District is described in Articles II and III, and Appendix A hereof.

11.02 Addition of Members. After the creation of the District, a Governmental Unit adjacent to or contained within a Governmental Unit adjacent to, but not part of, the District may join the District as a Member

11.03 Inclusion or Exclusion of Property. The Board may include or exclude property from the boundaries of the District, pursuant to Section 73-25-6 and Section 73-25-17 of the Act.

11.04 Withdrawal of Members. A Member of the District may withdraw from the District by adopting a resolution to withdraw. The Member shall withdraw its representative from the Board of Directors. Real property owned by the District within the boundaries of the withdrawing Member shall remain the property of the District. The provisions of withdrawal shall be negotiated and agreed to by the Board of Directors, the Member, and the Commission pursuant to Article 73-25-17 of the Act.
APPENDIX A
DETERMINATION OF THE ORIGINAL BOUNDARIES OF THE DISTRICT

The Original Boundaries of the District may, subject to Articles II and III hereof, consist of Governmental Units located within or containing the boundaries of Los Alamos, Rio Arriba, or Santa Fe Counties. The attached map shows the original boundaries of the District.
Regional Transit Mobility Concept for the North Central Regional Transit District

Santa Fe G-18
February 2004
APPENDIX B
VOTING STRENGTH ANALYSIS

METHOD USED
The following analysis began as a look at two methods:

a) a weighted method based on absolute population numbers, with the population of the smallest
unit divided into the populations of the other units to determine voting strength. With this
method, the smallest governmental unit receives “1.00” vote;
b) a threshold method based on population ranges, rather than absolute numbers. The threshold
analysis included a variety of threshold combinations.

At the January 28, 2004, meeting of the “Document” Subcommittee of the NCRTD, it was
decided to use a threshold method. This was based on the fact that using the absolute population
to calculate voting strength resulted in the smaller governmental units having almost no
representation relative to the larger units. The weighted method is used in the East where a
number of communities combine for a purpose like the NCRTD, but where relative populations
are not so far apart.

The threshold method deals with these large population disparities. The Committee
experimented with a number of different thresholds and decided to use the following thresholds
(x1000): 5/10/20/40/60.

The method works as follows: each Member (“governmental unit”) of the NCRTD is entitled to
one vote (1) by virtue of being a Member. Each time its population crosses a threshold, it gains
another vote. The minimum vote strength is “1” and the maximum is “6”. Since no Member has
population sufficient to cross the (60) threshold, the maximum at present is only “3” votes.

As can be seen from the Tables at the end of this analysis, the threshold method increases the
voting strength of the smaller NCRTD Members relative to the larger ones (Santa Fe County and
Santa Fe City).

SOURCES FOR POPULATION FIGURES
The population figures used in the analysis come from several sources. Population data for the
New Mexico State governmental units (counties and cities) comes from the US Census Bureau’s
(USCB) website. The USCB conducts intercensus data collection on an annual basis and
publishes this in July each year, following the year the data was collected. Therefore, the data
for US governmental units for 2002 is released in July 2003.

The USCB does not conduct similar intercensus data collection for Tribes/Pueblos/Nations, so
their data comes from two sources: the USCB decennial census (in this case, the 2000 Census)
and the Bureau of Indian Affairs (BIA) local service population figures. This data is
supplemented by information coming from individual Pueblos regarding their enrolled, resident,
population.
The population data sources are:


Pueblo governmental units: Bureau of Indian Affairs, Local Estimates of Indian Service Population and Labor Market Information, 2001 Labor Force Data (as provided by Mark Tibbets, 2-26-04 and supplemented by Santa Clara Pueblo (for their numbers) in a phone conversation with the Pueblo enrollment officer in early March 2004). Numbers in this table reflect “Total Eligible for Services” in the category: “Service Population on-or-offer Reservation”.

NON-DUPLICATION OF POPULATION NUMBERS
When counting population for Members of the Regional Transit District, population data from one Member does not count in the population for other Members. For example, Española City data do not count in the population numbers for Río Arriba County. Similarly, data for Santa Clara Pueblo (enrolled and resident on the Pueblo) do not count for Río Arriba County.

This last example brings up an important point: a couple of Pueblos cross county boundaries. Adjusting County population figures in these cases will require discussions among the Members involved in order to determine how members will impact the population figures used by the counties for purposes of voting strength. It is likely, for instance, that most Pueblo residents live close to the administrative and economic center of the Pueblo; including all other residents living on the property of the Pueblo may not matter for adjusting county Member figures so that for the sake of simplicity, all Pueblo residents would count against the data for a single county Member.

VOTING STRENGTH ANALYSIS
Following are two tables. The first shows the initial analysis of the weighted and threshold methods of assigning voting strength. The second gives more detail on the threshold method the Committee decided on and presented to the Working Group.
VOTING STRENGTH ANALYSES

<table>
<thead>
<tr>
<th>Member</th>
<th>Population</th>
<th>Weighted Method w %</th>
<th>2/5/10/15/30 w %</th>
<th>5/10/15/30/60 w %</th>
<th>5/10/20/40 w %</th>
</tr>
</thead>
<tbody>
<tr>
<td>España</td>
<td>9,688</td>
<td>39.40</td>
<td>5.05%</td>
<td>3</td>
<td>9.40%</td>
</tr>
<tr>
<td>Los Alamos</td>
<td>18,796</td>
<td>71.78</td>
<td>9.44%</td>
<td>5</td>
<td>15.63%</td>
</tr>
<tr>
<td>Nazareda</td>
<td>448</td>
<td>1.76</td>
<td>2.33%</td>
<td>1</td>
<td>3.13%</td>
</tr>
<tr>
<td>Peloneria</td>
<td>253</td>
<td>1.60</td>
<td>1.13%</td>
<td>1</td>
<td>3.13%</td>
</tr>
<tr>
<td>Río Arriba</td>
<td>29,194</td>
<td>116.39</td>
<td>15.31%</td>
<td>5</td>
<td>15.63%</td>
</tr>
<tr>
<td>San Isidro</td>
<td>644</td>
<td>2.55</td>
<td>3.33%</td>
<td>1</td>
<td>3.13%</td>
</tr>
<tr>
<td>San Juan</td>
<td>2,688</td>
<td>10.54</td>
<td>1.35%</td>
<td>2</td>
<td>6.23%</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>1,600</td>
<td>6.27</td>
<td>0.82%</td>
<td>1</td>
<td>3.13%</td>
</tr>
<tr>
<td>Santa Fe City</td>
<td>66,676</td>
<td>255.40</td>
<td>32.84%</td>
<td>6</td>
<td>18.75%</td>
</tr>
<tr>
<td>Santa Fe Co.</td>
<td>72,229</td>
<td>254.64</td>
<td>35.68%</td>
<td>6</td>
<td>18.75%</td>
</tr>
<tr>
<td>Trelew</td>
<td>404</td>
<td>1.58</td>
<td>0.21%</td>
<td>1</td>
<td>3.13%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>202,423</strong></td>
<td><strong>750.39 votes</strong></td>
<td><strong>33 votes</strong></td>
<td><strong>26 votes</strong></td>
<td><strong>26 votes</strong></td>
</tr>
</tbody>
</table>

| Simple Majority    | 300.16     | 17.00               | 15               | 15               | 13             |
| 2/3 Majority       | 306.96     | 21.34               | 19               | 19               | 17             |

\*Voting Unit are counted in the following manner: All Members receive one (1) vote by virtue of being a Member. Members receive additional votes each time their population meets a threshold. Note that population from one Governmental Unit is not counted in the population for another Governmental Unit with which it shares territory. For example, the population of the City of Santa Fe is subtracted from the population for the County of Santa Fe.
The method finally chosen was the threshold method using population thresholds of 5,000/10,000/20,000/40,000/80,000. This is the same as the last column of Table 1, above. As can be seen in Table 1, this set of thresholds provides the greatest voting strength to the Pueblos of any of the four methods analyzed. In turn, it lowers the voting strength of the larger Members. Some additional analysis has been applied to Table 1 to derive Table 2, below:

<table>
<thead>
<tr>
<th>Member</th>
<th>Population</th>
<th>Population % of Total</th>
<th>Member Units</th>
<th>Population Units</th>
<th>Total Voting Units</th>
<th>Voting Units % of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hopi Indian City</td>
<td>2,791</td>
<td>5.1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Los Alamos County</td>
<td>18,392</td>
<td>36.4</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>Nambe Pueblo</td>
<td>448</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Pojoaque Pueblo</td>
<td>2,583</td>
<td>0.5</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Rio Arriba County</td>
<td>29,674</td>
<td>58.5</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td>San Ildefonso Pueblo</td>
<td>694</td>
<td>1.4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>San Juan Pueblo</td>
<td>2,662</td>
<td>0.5</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Santa Clara Pueblo</td>
<td>1,633</td>
<td>0.3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Santa Fe City</td>
<td>65,137</td>
<td>33.6</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>Santa Fe County</td>
<td>64,932</td>
<td>33.5</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>Tesuque Pueblo</td>
<td>404</td>
<td>0.2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>193,050</strong></td>
<td><strong>99.9</strong></td>
<td><strong>11</strong></td>
<td><strong>14</strong></td>
<td><strong>25</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**TOTAL MEMBERS...11**  
**TOTAL VOTING UNITS...25**  
**QUORUM REQUIREMENTS...6 Members AND 13 Voting Units**  
**SIMPLE MAJORITY VOTE.......13 Voting Units**  
**TWO-THIRDS VOTE.............17 Voting Units**

---


3 Voting Units are counted in the following manner: All Members receive one (1) vote by virtue of being a Member. Members receive one (1) additional vote for population between 200 and 9,999; one additional vote for population between 10,000 and 19,999; one additional vote for population between 20,000 and 39,999; one additional vote for population between 40,000 and 79,999; one additional vote for population equal to or greater than 80,000.
# VOTING STRENGTH ANALYSIS - June 14, 2019

<table>
<thead>
<tr>
<th>Member</th>
<th>Population (1)</th>
<th>% of Total Population</th>
<th>Member Unit</th>
<th>Population Units (2)</th>
<th>Total Voting Units</th>
<th>Voting Units % of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Alamos County</td>
<td>17,798</td>
<td>7.51%</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>8%</td>
</tr>
<tr>
<td>Río Arriba County</td>
<td>22,903</td>
<td>9.67%</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>11%</td>
</tr>
<tr>
<td>Española City</td>
<td>10,224</td>
<td>4.32%</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>8%</td>
</tr>
<tr>
<td>Ohkay Owingeh Pueblo</td>
<td>2,791</td>
<td>1.18%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Santa Clara Pueblo</td>
<td>3,132</td>
<td>1.32%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Village of Chama</td>
<td>1,022</td>
<td>0.43%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Taos County</td>
<td>25,484</td>
<td>10.76%</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>11%</td>
</tr>
<tr>
<td>Town of Taos</td>
<td>5,731</td>
<td>2.42%</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>5%</td>
</tr>
<tr>
<td>Village of Taos Ski Valley</td>
<td>69</td>
<td>0.03%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Village of Questa</td>
<td>1,751</td>
<td>0.74%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Santa Fe County</td>
<td>57,593</td>
<td>24.31%</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>14%</td>
</tr>
<tr>
<td>San Ildefonso Pueblo</td>
<td>672</td>
<td>0.28%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Pojoaque Pueblo</td>
<td>367</td>
<td>0.15%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Nambe Pueblo</td>
<td>365</td>
<td>0.15%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Tesuque Pueblo</td>
<td>435</td>
<td>0.18%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td>Santa Fe City</td>
<td>82,800</td>
<td>34.95%</td>
<td>1</td>
<td>5</td>
<td>6</td>
<td>16%</td>
</tr>
<tr>
<td>Town of Edgewood</td>
<td>3,777</td>
<td>1.59%</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>236,914</strong></td>
<td><strong>100%</strong></td>
<td><strong>17</strong></td>
<td><strong>20</strong></td>
<td><strong>37</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

| Total Members: | 17 |
| Total Voting Units: | 37 |
| Quorum Requirements: | 9 Members and 19 Voting Units |
| Majority Vote: | 19 Voting Units and 9 members present (during the meeting a recaluation of the majority vote maybe necessitated in the event of absences, recusals or abstentions providede Two Thirds Vote: 25 Voting Units and 11 members present |

[1] Population estimates were extracted from 2013 Annual Estimates of the United States Census Bureau.

[2] Voting Units are awarded in the following manner:
- All Members receive one (1) vote by virtue of being a Member.
- Members receive one (1) additional vote for population between 5000 and 9,999;
- an additional vote for population between 10,000 and 19,999;
- an additional vote for population between 20,000 and 39,999;
- an additional vote for population between 40,000 and 79,999;
- an additional vote for population equal to or greater than 80,000.

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2010 Census Update - Board approved April 13, 2012./ Edgewood Member Add - Board approved September 7, 2012./ Nambe Pueblo member add and Board approved 3/1/2013.
Updated with addition of Town of Taos and City of Santa Fe annexation of portions of unincorporated Santa Fe County and Board Approved on 11/7/2014.
Updated with addition of the Village of Chama and Board Approved on 11/3/2017. Updated with addition of Village of Taos Ski Valley on 12/7/2018. Updated with the addition of the Village of Questa 06-14-201!
APPENDIX C

NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD) SIGNATURE PAGES
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _______________________

VILLAGE OF CHAMA

Name ______________________________
Title ______________________________
Signature ____________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ____________________

TOWN OF EDGEOOOD

Name ____________________________

Title _____________________________

Signature _________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _______________________

CITY OF ESPANOLA

Name ______________________________
Title ______________________________
Signature ____________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

COUNTY OF LOS ALAMOS

Name ______________________________

Title ______________________________

Signature __________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

PUEBLO OF NAMBE

Name _____________________________
Title ______________________________
Signature __________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

PUEBLO OF OHKAY OWINGEH

Name ______________________________

Title ______________________________

Signature _________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

PUEBLO OF POJOAQUE

Name ______________________________

Title ______________________________

Signature ________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ____________________

VILLAGE OF QUESTA

Name ______________________________
Title ______________________________
Signature _________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

COUNTY OF RÍO ARRIBA

Name ______________________________

Title ______________________________

Signature _________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ______________________

PUEBLO OF SAN ILDEFONSO

Name ______________________________
Title ______________________________
Signature __________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _______________________

PUEBLO OF SANTA CLARA

Name ______________________________
Title ______________________________
Signature _________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

CITY OF SANTA FE

Name ____________________________

Title _____________________________

Signature ________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____________________

COUNTY OF SANTA FE

Name ____________________________
Title ______________________________
Signature __________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

COUNTY OF TAOS

Name ______________________________
Title ______________________________
Signature ________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____________________

TOWN OF TAOS

Name ______________________________

Title ______________________________

Signature ________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

VILLAGE OF TAOS SKI VALLEY

Name ______________________________

Title ______________________________

Signature _________________________
SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of ________________

PUEBLO OF TESUQUE

Name _____________________________

Title _____________________________

Signature _________________________
APPENDIX D
REGIONAL TRANSIT MOBILITY CONCEPTS
FOR THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)

1. The geographic boundaries of the NCRTD are the borders of Río Arriba, Los Alamos, and Santa Fe Counties. NCRTD will include other Governmental Units within these boundaries.

2. All services anticipated to be provided by the NCRTD are for the benefit of the residents of, and visitors to, the North Central New Mexico Region.

3. Plan for the operation, coordination, and expansion of regional and local public transit services within the boundaries of the District.

4. Participate in rural and urban transportation planning through involvement in Regional Planning Organizations and the Santa Fe Metropolitan Planning Organization.

5. Pursue the development of regional pedestrian/bicycle pathways to enhance connections with transit services.

6. Promote existing public transit services to increase ridership and the effectiveness and efficiency of transit services in the region.

7. In the interest of a coordinated, expanded regional public transit service network, the NCRTD will pursue management of the following transit programs, projects and services:

   - Regional Park and Ride commuter bus services from Santa Fe to Los Alamos, Española, Albuquerque, and Española to Los Alamos;
   - Park and Ride bus service to/from the Santa Fe area;
   - Park and Ride lots to connect to regional and local bus service and to encourage citizens of the region to carpool;
   - Commuter Rail service between Santa Fe and Albuquerque;
   - Commuter Rail service between Santa Fe and Eldorado;
   - Coordinated, integrated, consolidated, and expanded local bus service wherever possible;
   - Carpooling and Vanpooling in the tri-county area;
   - A dedicated GRT as one tool among others for financing the NCRTD operations pursuant to State of New Mexico statutes.
Title: Discussion and consideration of Resolution No. 2019-21 providing for the adoption of the Fiscal Year 2020 Compensation Plan, Adoption of the Employee Performance Increase Schedule and distribution of salary increases for Fiscal Year 2020 for non-collective bargaining positions.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: The attached resolution provides for acceptance of the Non-Represented Employees Compensation Plan and a Performance Increase Matrix for distribution of the budgeted performance increase for fiscal year 2020. This compensation plan and resolution will only apply to those positions that are not covered by a Collective Bargaining Agreement (CBA). We have commenced negotiations as June 13, 2019 in respect to the Collective Bargaining Agreement and it is unknown what the increase will be in FY2020 and beyond for positions covered by the Collective Bargaining Agreement (CBA).

Background: In fiscal year 2014 the district budgeted for a 3.5% increase in compensation and pay indexed benefit costs. For fiscal year 2015 the same amount had been placed in the budget for compensation increases. In FY 2016 the Compensation Plan included a 3% overall budgetary impact in compensation costs, an adjustment of some pay ranges and reclassification changes that were outlined in the Budget summary. For FY 2017 the Compensation Plan included a 3% overall budgetary impact in compensation costs and an adjustment of pay ranges pursuant to the Market Study. In FY 2018 and FY 2019 the budget provided for a 3% overall budgetary impact. For FY 2020 the District completed a Market Study and Position Classification review that is conducted every three years. As a result of this analysis there are recommended modifications to pay ranges and some of these pay range changes will result in adjustments to bring individual employees’ salaries to the minimum of the classifications pay range. The changes to salaries impact the following positions: Transit and Facilities Operations Director (1), Transit Supervisor (2), Transit Vehicle Electronics Technician (1). The overall budgetary impact of these changes is $4,300.00.

The District ascribes to a pay for performance system for non-represented employees. The Performance Increase Matrix provides for a differentiation of performance increases tied to certain performance scores. As a result, those employees whose score is indicative of truly meritorious performance would receive a greater increase than those whose performance is not as ambitious. An employee receiving a score of less than 3.0, which means that they are either partially meeting expectations or in need of improvement will not be eligible for a performance adjustment. The recommended FY 2020 Matrix remains the same as it was in FY 19.

Following are the applicable sections of the Personnel Rules and Regulations regarding compensation:

3.7 Compensation Policy.
A. Compensation for District Employees shall be equitable and competitive with the market and in accord with the District's ability to pay.

B. It is the policy of the District that any comprehensive Compensation plan, for all Classifications of the District is subject to and limited by the availability of funds as determined by the Board. The Board shall be the final arbiter of available funds.

C. An Employee working 40 hours, minimum, per week is eligible to receive full benefits. Employee working not less than 21 hours and not more than 39 hours per week is entitled to partial benefits on a pro rata basis.

3.8 Preparation of the Compensation Plan—Pay Ranges.

A comprehensive Compensation plan for all Classifications in the District shall be prepared under the direction of the Executive Director. The Compensation plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to similar services in public and private employment (to the extent that such data is available), cost of living, and other benefits received by District Employees, and the District’s financial condition and ability to pay.

3.9 Adoption of the Compensation Plan.

The Compensation plan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.10 Revision to the Compensation Plan.

The Compensation plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.11 Administration of the Compensation Plan.

D. The approved Compensation Plan shall constitute the official schedule of pay for all Classifications in the District to which such Compensation plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no pay shall be approved unless it conforms to the approved Compensation plan.

E. No Employee in the District shall be paid less than the minimum nor greater than the maximum of the pay Range for the Classification as fixed by the Compensation plan unless otherwise provided for in these Rules.

F. The entry pay of any Employee of the District shall be the minimum pay in any applicable pay Range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the Candidate’s exceptional qualifications, difficulty in recruitment, or other valid reason.

G. Increases in pay within the pay Range shall be based upon performance and shall require the approval of the Executive Director. Supervisors and the Executive director shall consider an Employee’s compliance with District policies and procedures, job performance, competence and job knowledge when evaluating any increase in pay of an Employee.

3.14 Performance Based Increases.
A. Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of an Employee’s performance, subject to the availability of funding.

B. Exempt, Classified and limited term Employees whose performances are average or above average, may be granted a performance increase. Any limitations for such increases shall be approved by the Board and shall be further limited by the pay permitted to the Classification. Periodic performance evaluations may be performed as needed. Management may in its discretion perform performance evaluations at any time but shall generally perform evaluations one (1) year from the most recent of:

1. Rehire or re-employment
2. Initial employment
3. Promotion.

C. Generally, performance increases shall only be considered annually. Any period of leave without pay in excess of thirty (30) Days shall not be credited as continuous service in calculation of this annual period. Service in emergency or limited term, or temporary status, when followed without a break in service by probationary employment to the same Classification, will be credited toward calculation of this annual period.

D. The Executive Director may authorize a pay increases within the Range permitted for a Classification as an incentive for the retention of exempt, Classified and limited term Employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

1. The District must have satisfactory proof of an outside job offer.
2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.
3. Before receiving a pay increase for retention, an Employee must sign a written agreement to complete a specified period of service with the District.

E. The Executive Director may authorize a pay increases within the Range permitted for a Classification as an incentive for the retention of limited term “seasonal” Employees who return to work in subsequent seasons. The following will be required:

1. The District must be satisfied that the limited terms Employee’s prior work was satisfactory and that the rehiring of the Employee is a benefit to the District because of the Employee knowledge and training regarding District operations.
2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.

3.19 General Wage/Pay Adjustments.

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute any formal Compensation plan. Any change in Compensation will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director’s approval, will make final determinations of any changes regarding Compensation. If general, across-the-board, adjustments in Compensation are approved for District employees, then the change will be effective on a date determined and approved by the Board of Directors. General adjustments in Compensation are separate and distinct from merit-based adjustments.
to Compensation. General adjustments may affect the Compensation plan only, potentially shifting the pay of all employees in relation to the midpoint without changing individual Compensation.


Adjustments to any Compensation plan may be determined periodically through analysis of market trends in comparison to cost-of-living (COL). The District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. If the District’s Board approves an adjustment to a Compensation plan, all Employees, except those being red circled (frozen for having reached the top of their pay scale), shall receive the benefits of such general COL adjustments to the pay plan unless such Employees are represented by a union and such adjustments, if any, are governed by a collective bargaining agreement.

In determining the total Compensation value of the position, benefits and changes to overall costs of the District from Employer contributions must be considered. Base pay plus all employer cost of benefits constitutes total Compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

**Recommended Action:** It is recommended that the Board discuss and consider approval of Resolution No. 2019-21 adopting the FY 2020 Compensation Plan and Performance Increase Matrix for Non-Represented Positions.

**Options/Alternatives:** The Board may consider the following options/alternatives:

1. Take no action; or
2. Adoption of the recommendation and Resolution; or
3. Request that Staff return with additional information to address any Board concerns; or
4. Amend the resolution and then take action to adopt.

**Fiscal Impact:** The FY 2020 Budget contains sufficient funds for adoption of the Compensation Plan, distribution of the market adjustments for those positions noted herein and performance increases based upon the Performance Increase Matrix.

**Attachments:**

- Resolution No. 2019-21
- FY 20 Compensation Plan
- FY 20 Performance Increase Schedule
North Central Regional Transit District (NCRTD)

Resolution No. 2019-21

ADOPTING THE FISCAL YEAR 2020 COMPENSATION PLAN
AND PERFORMANCE INCREASE MATRIX

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the NCRTD Personnel Rules Section 3.7 through 3.20 require that any compensation plan be adopted by resolution; and

WHEREAS, the NCRTD has created several new staff positions; and

WHEREAS, the NCRTD has previously determined that compensation plans shall generally remain in place for three years at which time the District will perform a market study for any needed changes to the compensation plan; and

WHEREAS, the NCRTD wishes to continue its current practice of budgeting for a 3% overall impact for compensation adjustments and performance based pay for non-union employees; and

WHEREAS, the attached Compensation Plan and Performance Increase Matrix incorporates the foregoing changes.

NOW THEREFORE BE IT RESOLVED THAT the attached Compensation Plan and Performance Increase Matrix is hereby adopted and shall amend and supersede the prior index.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14TH DAY OF JUNE, 2019.
Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
<table>
<thead>
<tr>
<th>Job Title</th>
<th>Minimum</th>
<th>Midpoint</th>
<th>Maximum</th>
<th>FSLA Status</th>
<th>Job Code</th>
<th>Department</th>
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</thead>
<tbody>
<tr>
<td>Finance Director**</td>
<td>$89,315</td>
<td>$111,643</td>
<td>$133,972</td>
<td>Exempt</td>
<td>200</td>
<td>Administration</td>
</tr>
<tr>
<td>Operations Director ** (formerly Transit &amp; Facilities Operations Director)</td>
<td>$89,315</td>
<td>$111,643</td>
<td>$133,972</td>
<td>Exempt</td>
<td>300</td>
<td>Operations</td>
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<tr>
<td>Attorney**</td>
<td>$77,038</td>
<td>$96,297</td>
<td>$115,557</td>
<td>Exempt</td>
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<td>Administration</td>
</tr>
<tr>
<td>Human Resources Director** (formerly Human Resources, Safety and Risk Director)</td>
<td>$74,017</td>
<td>$92,521</td>
<td>$111,025</td>
<td>Exempt</td>
<td>120</td>
<td>Administration</td>
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<tr>
<td>Fleet and Facilities Manager (formerly Fleet &amp; Facilities Maintenance Manager)</td>
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<td>$80,130</td>
<td>$96,156</td>
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<td>$89,628</td>
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<td>Transit Planning, Projects and Grants Manager</td>
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<tr>
<td>Executive Assistant **</td>
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<td>$63,254</td>
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<td>Lead Fleet Technician (new)</td>
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<td>$63,144</td>
<td>Non exempt</td>
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<td>Operations</td>
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<tr>
<td>Vehicle Electronics Technician (formerly Transit Vehicle Electronics Technician)</td>
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<td>$50,885</td>
<td>$61,062</td>
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<td>$59,999</td>
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<td>$49,999</td>
<td>$59,999</td>
<td>Non exempt</td>
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<td>Fleet Technician (formerly Fleet Mechanic)</td>
<td>$37,936</td>
<td>$47,421</td>
<td>$56,905</td>
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<td>Financial Specialist</td>
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<td>$52,255</td>
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<td>Non exempt</td>
<td>360</td>
<td>Operations</td>
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<tr>
<td>Fleet Service Worker/Porter (formerly Fleet and Facilities Maintenance Worker)</td>
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<td>$35,086</td>
<td>$42,103</td>
<td>Non exempt</td>
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<td>Operations</td>
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<tr>
<td>Custodian</td>
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<td>$39,891</td>
<td>Non exempt</td>
<td>395</td>
<td>Operations</td>
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**At will positions**
### Performance Score

<table>
<thead>
<tr>
<th>Performance Score</th>
<th>&lt;3</th>
<th>3.00-3.25</th>
<th>3.26-3.5</th>
<th>3.51-3.75</th>
<th>3.76-4.00</th>
<th>4.1-4.25</th>
<th>4.26-5.00</th>
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</thead>
<tbody>
<tr>
<td>Needs Improvement</td>
<td>0.00%</td>
<td>2.00%</td>
<td>2.25%</td>
<td>2.50%</td>
<td>3.00%</td>
<td>3.50%</td>
<td>4.00%</td>
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<tr>
<td>Valued Performer</td>
<td>3.00%</td>
<td>2.25%</td>
<td>2.25%</td>
<td>2.50%</td>
<td>3.00%</td>
<td>3.50%</td>
<td>4.00%</td>
</tr>
<tr>
<td>High Performer</td>
<td>3.50%</td>
<td>2.50%</td>
<td>3.00%</td>
<td>3.75%</td>
<td>4.00%</td>
<td>4.25%</td>
<td>5.00%</td>
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</table>

### Performance Adjustment

- Employee pay rate below pay plan maximum. Increases are added to the base pay.

<table>
<thead>
<tr>
<th>Performance Adjustment</th>
<th>0.00%</th>
<th>2.00%</th>
<th>2.25%</th>
<th>2.50%</th>
<th>3.00%</th>
<th>3.50%</th>
<th>4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Needs Improvement</td>
<td>Contributor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valued Performer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Performer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Performance Recognition - One Time Salary Distribution

- Employee pay rate at or above maximum. Award treated as a one time distribution and not added to the base pay.

<table>
<thead>
<tr>
<th>Performance Recognition - One Time Salary Distribution</th>
<th>0.00%</th>
<th>2.00%</th>
<th>2.25%</th>
<th>2.50%</th>
<th>3.00%</th>
<th>3.50%</th>
<th>4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Needs Improvement</td>
<td>Contributor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valued Performer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Performer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Evaluation Form Performance Ratings and Numerical Score:

<table>
<thead>
<tr>
<th>Performance Rating</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>High Performer</td>
<td>5</td>
</tr>
<tr>
<td>Valued Performer</td>
<td>4</td>
</tr>
<tr>
<td>Contributor</td>
<td>3</td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>2</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>1</td>
</tr>
</tbody>
</table>
Title: Discussion and Consideration of Resolution No. 2019-22 Adopting an Infrastructure Capital Improvement Plan (ICIP)

Prepared By: Michael Valverde, Transit Planner

Summary: This Resolution is required to be considered for State Capital funding.

Background: This is for the annual submission of the ICIP and is representative of a modified Five-Year Capital Investment Plan presented to the Board and adopted with the Budget for FY2020 by Resolution No. 2019-19. Funding is not assured but the District needs to comply with ICIP submission requirements to support project eligibility for future funding opportunities.

Recommended Action: Adoption by the Board.

Options/Alternatives: An alternative would be to not participate in the State of New Mexico’s ICIP process. NCRTD project chances of receiving an award would be negatively impacted if the project is not captured within the annual ICIP to the State.

Fiscal Impact: The fiscal impact would be the potential loss of State and/or Federal funding over a five-year period for the top five projects. The projects and suggested order of priority for funding in FY2021 are as follows:

1. Taos Operations and Maintenance Facility ($6,563,864 amount of project unfunded to date)
2. Radio Infrastructure ($636,000)
3. Fleet Replacement ($1,225,719)
4. ADA Transition Plan Implementation ($145,600 to support the 14.56% local match to awarded Transportation Alternative Program "TAP" funds)
5. Satellite Facilities in Santa Fe ($150,000)

Attachments:
- NCRTD Five Year ICIP Capital Improvement Plan
- Board Resolution No. 2019-22
North Central Regional Transit District (NCRTD)

Resolution No. 2019-22

A RESOLUTION ADOPTING A 2021 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the NCRTD recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS adoption of an ICIP Plan is beneficial to the state, local and regional governments in order to identify projects and coordinate capital planning efforts.

WHEREAS, systematic capital improvements planning is an effective tool for defining development needs, establishing priorities and pursuing concrete actions and strategies to achieve necessary project development; and

NOW THEREFORE BE IT RESOLVED THAT the attached 2021 Infrastructure Capital Improvement Plan is hereby adopted.
PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th DAY OF JUNE, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
## Capital Improvement Plan

### Vehicles:

<table>
<thead>
<tr>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>S311 Fleet Replacement</td>
<td>$817,000</td>
<td>$655,000</td>
<td>$402,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>S307 Fleet Replacement</td>
<td>-</td>
<td>180,000</td>
<td>-</td>
<td>-</td>
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<tr>
<td>S311c Fleet Replacement</td>
<td>155,000</td>
<td>162,000</td>
<td>158,000</td>
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<tr>
<td>Maint &amp; Commuter Vehicles</td>
<td>19,000</td>
<td>19,000</td>
<td>-</td>
<td>56,000</td>
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<tr>
<td>New Vehicle Components &amp; Equipment</td>
<td>253,719</td>
<td>203,410</td>
<td>124,841</td>
<td>155,275</td>
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### Transit System:

<table>
<thead>
<tr>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Shelters-$20,000 ea.</td>
<td>40,000</td>
<td>40,000</td>
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</tr>
<tr>
<td>ADA Plan- Plan update III</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>ADA Plan Implementation- Construction (Phase VII-X)</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
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<tr>
<td>Concrete Shelter Pads</td>
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<td>30,000</td>
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<tr>
<td>Solar Lighting Shelters and Stops Project</td>
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<tr>
<td>Park &amp; Ride- NM68/150(Taos) Land Acquisition</td>
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<td>-</td>
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</tr>
<tr>
<td>Park &amp; Ride- NM68/150(Taos) Construction</td>
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<td>Park &amp; Ride- Blue Bus Dr (Espanola) Construction</td>
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### Facilities and Infrastructure:

<table>
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<tr>
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<th>FY 2023</th>
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<th>FY 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Satellite Office- Santa Fe</td>
<td>150,000</td>
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<tr>
<td>Radio Infrastructure</td>
<td>636,364</td>
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<tr>
<td>Protective Awnings</td>
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<td>422,500</td>
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### Española Facility:

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<tr>
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</thead>
<tbody>
<tr>
<td>Maintenance Facility- Construction</td>
<td>1,950,955</td>
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<tr>
<td>Workforce Housing Design- 2Bd- 6 Units</td>
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<td>Workforce Housing Construction</td>
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<td>Board Room AV Enhancements</td>
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<tr>
<td>Admin Building Remodel - Design</td>
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<td>Admin Building Remodel - Construction</td>
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<tr>
<td>Capital Improvements Repairs</td>
<td>-</td>
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### Taos facility:

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<tr>
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<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin &amp; Maint. Facility- Land Acquisition</td>
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<td>-</td>
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<tr>
<td>Admin &amp; Maint. Facility - Design and Construction</td>
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<td>Workforce Housing Construction</td>
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<tr>
<td>Capital Improvements Repairs</td>
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### Information and Technology:

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<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle and Asset Management Software</td>
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<td>Records and Archival System</td>
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<td>Copier Replacement</td>
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<td>-</td>
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<td>Electronic Schedule Kiosk</td>
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<td>50,000</td>
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### Capital Expenses Total:

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<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
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<td>Capital Expenses Total</td>
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<td>$7,313,410</td>
<td>$1,758,841</td>
<td>$2,020,275</td>
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Title: Discussion and Consideration of a Memorandum of Agreement (MOA) Between the Village of Angel Fire (Village) And the North Central Regional Transit District (District) To Provide Transportation Services

Summary: The attached MOA contracts for the provision of public transit services from the Town of Taos to the Village. The contract was developed pursuant to the Board’s direction enumerated within Resolution No. 2019-14 adopted at the April 5, 2019 meeting. The contract provides for three daily roundtrips seven days a week for total of 15 months anticipated to commence on July 1, 2019 provided that the District has been able to hire several drivers for this new pilot route. The Village is required to provide the full cost of the service from July 1, 2019 thru September 30, 2019 which is $43,750.00. As of October 1, 2019 through September 30, 2020 the Village is responsible for providing the 50% operating cost match of the federal funds allocated to the service which is $87,500.00. The New Mexico Department of Transportation Transit and Rail Division has indicated that the District’s FY 2020 allocation does include the $175,000 for operating costs for this pilot route. The District has agreed to utilize one of its existing vehicles for the provision of this service.

Pursuant to NMSA 1978, Section 73-25-6 the "district is a body politic and corporate. In addition to other powers granted to the district pursuant to the Regional Transit District Act, the district may: … (10) provide transportation services outside the boundaries of the district.” As Angel Fire is located outside of NCRTD’s 4-County service area, the provision of service would have to be through a formal contract with the Village. The Village Council passed a resolution at its March meeting requesting to contract bus service with the District (the Village request was dependent upon a future 5311 funding award to support the service).

If the pilot is deemed successful and operates beyond September 30, 2020, the Village would be fiscally responsible for acquiring an ADA-compliant bus to perform the service beyond the initial pilot period.

Background: Village of Angel Fire is a community of 1200, located 15 miles to the east of the Town of Taos with no public transit option within the community or connecting the community to outside destinations. This lack of public transportation limits how residents who do not have access to an automobile can live and prevents some visitors from reaching the Village. The service will enable transit-dependent individuals to go to the hospital, perform business and shop for supplies in the Town of Taos. Furthermore, Village residents will be able to connect to the greater NCRTD network (in Taos) and North Central New Mexico.

The contracted service would also benefit the economy of the Village and the surrounding region. Greater access to the Village could spark increased tourism therefore increasing the amount spent at businesses in and around the Village. Robust public transportation is common among the nation’s top resort communities such as Vail and
Park City. Additional regional economic benefit could result from the improved access to goods and services for the Village and nearby residents as they are able to benefit from the greater North Central marketplace.

NCRTD Staff had been in talks with representatives from the Village over the past couple of years regarding public transit service to the community. As a result of these discussions and Village’s interest in public transit in its area, a one-year pilot route was drafted to include three round trips per day, seven days a week. There would be a trip in the morning to get students and staff from the Town of Taos to Village schools and Village residents to work in Taos; midday service to provide transit options for folks to shop, complete medical appointments, etc.; and an evening service to enable Village residents to return from their jobs and students and staff to get back to the Town of Taos. Additional transit users are anticipated to be local and tourist visitors interested in exploring the Angel Fire region.

**Recommended Action:** Approval of the MOA between the Village of Angel Fire and the District for the provision of transit services.

**Options/Alternatives:** The board may consider the following options/alternatives:

1. Take no action; or
2. Request that Staff return with additional information to address any Board concerns; or
3. Amend the MOA and then take action to adopt.

**Fiscal Impact:** Overall operating cost of the route is in the Initial Term is estimated to not exceed $43,750 for the three-month pilot. The operating cost for the Extended Term is $175,000.00 for the duration of the one-year pilot. The Village is committed to cover 100% of the cost of operations from July 1, 2019 through September 30, 2019. On October 1, 2019, pursuant to the federal award of 5311 funds the Village would begin payment to match the fifty percent (50%) of the cost of operations that are required as a federal match.

**Attachments:**

- Memorandum of Agreement Between the Village of Angel Fire and The North Central Regional Transit District to Provide Transportation Services
- Attachment “A”
MEMORANDUM OF AGREEMENT
BETWEEN THE VILLAGE OF ANGEL FIRE
AND THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE TRANSPORTATION SERVICES

This Memorandum of Agreement (the “Agreement”) is entered into as of this ___ day of June 2019, by and between the NCRTD (“District” or “Subrecipient”), a Regional Transit District organized and existing under the Laws of the State of New Mexico and specifically the Regional Transit District Act, NMSA 1978, Sections 73-25-1 et seq., and the Village of Angel Fire (“Village”), a duly organized and incorporated municipality in the State of New Mexico, (each being a “Party” and collectively, the “Parties”) for the purpose of operating a bus route to the Village.

WHEREAS, the Village is located in Colfax County adjacent to the existing District area; and

WHEREAS, the District is authorized to "provide transportation services outside the boundaries of the district." NMSA 1978, Section 73-25-6 (A) (10); and

WHEREAS, the Parties wish to provide bus service between the Village of Angel Fire and the Town of Taos for the purpose of enhancing employment, encouraging tourism, and providing access to essential services; and

WHEREAS, The NCRTD wishes to provide public transit services connecting Taos, New Mexico and The Village of Angel Fire, New Mexico to the extent such services can be paid for out of non-district revenues; and

WHEREAS, the Parties enter into this Agreement to provide bus service to the Village of Angel Fire at the request of the Village but subject to the grant of certain federal "5311" funds which may be allocated to the District for the route for Federal Fiscal Year 2020 (FFY2020) and subject to the District’s ability to staff the service; and

WHEREAS, The NCRTD has been authorized by NMDOT to amend its current (FFY 2020) application for federal 5311 funds to seek additional funding for proposed service to and from the Village of Angel Fire, New Mexico to Taos, New Mexico; and

WHEREAS, The NCRTD wishes to operate the proposed service on a "pilot" basis for a fifteen month "Pilot" period beginning July 1, 2019; and

WHEREAS, The Village of Angel Fire has expressed the willingness to fully fund the route from July 1, 2019 through September 30, 2019 (the "Initial Term") and to pay matching federal funds in the event federal 5311 money becomes available beginning October 1, 2019 for the period of October 1, 2019 through September 30, 2020 (the "Extended Term").

NOW, THEREFORE IT IS AGREED between the parties as follows:

1. **Services Provided by the NCRTD.** Subject to the availability of funds and the District's ability to hire and retain sufficient staff, The District will:
A. Plan for the delivery of a daily service between the Village of Angel Fire and Taos based upon the estimated funds available for the service.

B. Authorize the use of an existing District vehicle for the service during a fifteen month "pilot" period beginning July 1, 2019.

C. Seek funding for a new vehicle in the event that the service continues beyond the pilot period.

D. Amend the District's application for federal funding to include funding on behalf of the Village of Angel Fire for the new service. The District will perform all necessary application and compliance work relating to the grant funding.

E. Take such other and additional steps as necessary to assess the route during the pilot period and prepare to operate the route in the future should the funding be available and the service warrant continuation.

F. Provide bus service consistent with the transit schedule of the District as outlined on Attachment “A”, attached hereto and incorporated by reference herein. The services provided under this Agreement shall conform to the standards for service, policies and procedures of the District for general NCRTD transit services. The Parties acknowledge that the services as outlined on Attachment “A” may be altered, substituted, or reduced in the future if changes are warranted based upon ridership and the needs of the Parties. The Parties agree that any alteration, substitution, or reduction of any or all of the services will not be grounds for the termination or alteration of the Parties’ obligations pursuant to this Agreement provided that the District continues to provide public transportation service to and from the Village equivalent to the service described in Attachment “A”. Nothing herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing to additional services during the term of this Agreement.

G. The District reserves the right to cancel services without penalty if, in the District's sole discretion, it determines that snow or other road conditions are such that the operation of District vehicles and the delivery of the service are not reasonably safe. Said cancellations may be made by the District without penalty, offset or reduction in the compensation due under this Agreement.

1. Fares. The District will not charge fares for this route.

2. Term of Service. The District shall provide District buses, personnel and related services as necessary to provide the service as described in Attachment “A” for an initial term of three (3) months beginning on July 1, 2019 through September 30, 2019; and the Extended Term of October 1, 2019 through September 30, 2020. The Village shall be solely responsible for payment for any services rendered in the Initial Term and Extended Term.

3. Compensation to the District. The Village agrees to pay the sum of $43,750.00 on June 30, 2019, to the District, as full payment of the cost of service during the Initial Term of the Agreement. The Village agrees to pay the sum of $87,500.00 to the District, as payment of the cost for service during the Extended Term. The check shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532. This amount shall be paid to the District by June 30, 2019 in the event that the Agreement remains in effect on that day.
4. **Village's Duties.** In addition to paying the compensation required under Section 4 above the Village, subject to the availability of funds, shall be responsible for the costs associated with the purchase of any vehicle needed by the District for the continuation of service after the Pilot Period. The Village agrees, subject to the availability of funds, to enforce any and all valid agreements regarding snow removal on the routes where the District is providing services. Said enforcement shall be at the Village's sole cost and expense. Failure to enforce any such agreements shall be grounds for the District, on a case by case basis, to cancel trips or services which it, in its sole discretion, determines to be unreasonably unsafe. The Village further agrees to enforce access to and use of drop off and pick up locations designated by the District against any and all private parties that seek to impair the delivery of the service.

5. **Liability.** As between the Parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own conduct in violation or alleged violation of requirements applicable to performance of this Agreement. Each Party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The Parties agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.

6. ** Appropriations and Authorizations.** This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available. Furthermore, it is the express understanding of the Parties that all services in the Extended Term and thereafter are contingent upon federal appropriations for the services and that the District shall not be liable for the costs or delivery of services that are not federally funded.

7. **Termination.** This Agreement may be terminated upon 30 days prior written notice, by either Party, with or without cause. Termination shall be by written notice to the other party by U.S. mail or by e-mail so long as there is confirmation of receipt. Notice of termination by either party shall be effective upon the date of receipt. However, neither party may nullify obligations to deliver services or to make payment for services prior to the date of termination. If notified of termination, the District shall cease performing services upon the effective date of termination. If the Village terminates this contract prior to a payment date the village shall remain liable for payment of a pro-rated portion of the contract amount. If the District terminates this contract it shall refund a prorated portion of the contract sum based upon days of service delivered compared to the pro-rated amount paid prior to the date of termination. In no event shall termination nullify obligations of either party prior to the effective date of termination.

8. **Severability.** In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court’s findings.

9. **Scope of Agreement.** This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
10. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

11. Applicable Law and Venue; Federal Changes.
The Parties shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year’s Master Agreement by FTA. When there is a conflict among federal, state, and local requirements, federal requirements prevail. Federal requirements may change, and any changes in federal requirements will apply. The Parties shall make as part of this Agreement the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

12. Illegal Acts. Pursuant to NMSA 1978, § 13-1-191, it shall be unlawful for either party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify, in any way, the Parties’ liabilities as governed by the common law of the New Mexico Tort Claims Act.

A. The Parties acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of federal grant monies, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Parties, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

B. The Parties agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Parties further agree that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Program Fraud and False or Fraudulent Statements or Related Acts.
A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or the FTA assisted Program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right
A. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Subrecipient, to the extent the federal government deems appropriate.

B. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. Subrecipient further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

The Parities shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Project for three (3) years after the date of termination or expiration of this Agreement.

The Parties shall grant authorized representatives of the New Mexico Department of Transportation (Hereinafter the "Department"), the state and the federal government access to books, documents, papers, reports, and records of the Parties and their subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Parties agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Parties shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government.

18. Civil Rights Laws and Regulations Compliance.
The Parties shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Parties shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:
1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the The Parties agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Parties agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, any subcontractor of the Parties receiving money under this Agreement shall comply with any implementing requirements FTA may issue.

2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Parties agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Parties shall comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Parties agree that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, any subcontractor receiving money under this Agreement shall comply with any implementing requirements FTA may issue.

C. The Parties shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected Parties.

D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, consult FTA guidance at https://www.transit.dot.gov/funding/procurement/third-party-procurement/contract-clauses

E. The Parties also agree to include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected Parties.

19. Incorporation of FTA Terms.
Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Parties shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms
and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the FTA website.

20. **Energy Conservation.**
The Parties agree to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

21. **Termination Management, Allowable Costs.**
In the event of termination, neither Party may nullify obligations already incurred for performance or failure to perform. The Parties shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification. The Parties shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

22. **Debarment and Suspension.**
Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA Subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 29 C.F.R. Part 29, Appendix B, in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed $25,000.00, regardless of the type of contract to be awarded.

The Parties are required to verify that none of the Subrecipient’s principals, as defined at 49 C.F.R. Part 29.995, or affiliates, as defined at 49 C.F.R. Part 29.905, are excluded or disqualified as defined at 49 C.F.R. Parts 29.940 and 29.945. By signing and submitting this Agreement, the Parties certify as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. **Procurement Requirements.**
The Parties shall purchase project services pursuant to procedures established by the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; Americans with Disabilities Act of 1990, Pub. L. No. 101-336; and Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, 49 C.F.R. Part 663.

Prior to awarding a bid award or execution of a contract in excess of $2,500.00, the Parties shall seek concurrence in writing from the Department.

24. **Lobbying.**

7
A Subrecipient receiving $100,000 or more of 49 U.S.C. Section 5339 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, “New Restrictions on Lobbying. The Subrecipient must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

If the Subrecipient hires a contractor, the contractor must provide the Lobbying Certification to the Subrecipient. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

25. **Clean Water and Air Requirements.**

A. The Parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 et seq., and the Clean Air Act, 42 U.S.C. Sections 7401 et seq. The Parties agree to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The Parties agree to include these requirements in each subcontract exceeding $100,000.00 and financed in whole or in part with federal assistance provided by the FTA.

26. **Audit.**

The Parties shall ensure that an annual audit of the project based on the Subrecipient’s fiscal year shall be conducted pursuant to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. The Subrecipient, prior to initiation of the audit, shall seek written approval from the Department of the auditing firm. The Subrecipient agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period as soon as it is released, but in no case later than six months following the close of the local fiscal year. Should the Subrecipient fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program funds.

27. **Audit Exceptions.**

If federal or state audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorney's fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department’s election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

28. **Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.
29. Contracting and Assignment.
The Parties shall not contract any portion of this Agreement without prior written approval of the Department. No such contracting shall relieve the Parties from their obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should subcontract(s) or an assignment be authorized by the Department, the subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient’s responsibility to duly inform the subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department’s proposed overall goal for FTA participation for the 2020 fiscal year is ____%, through race-neutral means.

B. The Parties shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Parties shall carry out applicable requirements of 49 CFR Part 26 in the administration of the project. Failure by the Parties to carry out these requirements is a material breach of the Agreement, which may result in such remedies as the Department deems appropriate. Each contract the Parties sign with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Parties agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor’s receipt of payment for that work from the Department.

E. The Subrecipient must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.
Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Subcontractors with contracting opportunities must sign and submit a Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients.

31. Officials Not to Benefit.
Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

32. Central Contractor Registration Requirements.
Prior to payment of invoices and receipt of equipment, Subrecipients must register and maintain current registration in the Central Contractor Registration website, http://www.sam.gov. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see http://www.dnb.com. The Department will not make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

33. Federal Grant Reporting Requirements.
Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of $25,000 or more. This information will be made available to the public on www.USASpending.gov.

The type of information the Department is required to report includes:
- Name of Subrecipient receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Subrecipient, which includes the Congressional District
- Place of performance of the Program or activity, which includes the Congressional District
- Unique identifier—DUNS—of the Subrecipient and its parent organization, if one exists
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient’s grant application and standard reports. However, the Parties will be required to provide additional information, which includes the total compensation and names of the Subrecipient’s top five executives, if applicable. As specified earlier in Section 33, “Central Contractor Registration Requirements,” of this Agreement, the Subrecipient shall register with the SAM and DUNS websites and provide that information to the Department.
In witness whereof, each Party is signing this Agreement on the date stated below that Party’s signature.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT:

Daniel Barrone, Chair

Date signed

VILLAGE OF ANGEL FIRE:

Barbara Cottam, Mayor

Date Signed

Per Resolution of Village Council ______ Dated: __________

Attest: ______________________________________
Terry Cordova, Village Clerk

APPROVED AS TO FORM:

Peter Dwyer, District Counsel

Date:______________________________

Village Attorney:

Date:______________________________
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Title: Discussion and Consideration of Resolution No. 2019-23 Authorizing the Executive Director to sign a grant agreement with the State of New Mexico’s Department of Finance and Administration for $1,102,000 to obtain Capital Grant Appropriation Funds for the Construction of the Maintenance Facility.

Prepared By: Anthony J. Mortillaro, Executive Director, and Hector Ordonez, Finance Director

Summary: During the 2019-2020 Legislative Session of the State of New Mexico under Senate Bill 280 the North Central Regional Transit District (the District) was awarded $1,102,000 in state capital outlay funds for the construction of the Maintenance Facility. The funds were approved and signed by the Governor in March, but in order for the funds to be conveyed and appropriated to the District an agreement between the State of New Mexico’s Department of Finance and Administration of the Local Government Division (DFA) and the District must be executed. The agreement identifies official representatives to act on behalf and sign request for payments on behalf of the District. For the Agreement to be executed a Resolution identifying such individuals must be passed authorizing them to sign the Agreement, request for payments and for any other purposes deemed reasonable required by the State of New Mexico. The resolution identifies Anthony J. Mortillaro as the Executive Director of the District and the official representative regarding all matters related to the Agreement and Hector E. Ordonez as the as the District’s Fiscal Agent.

Background: The District’s Policies establishes that for any contract or agreement of a $100,000 or more, approval by the District Board is needed prior to execution of the final contract. Additionally, Section X, B (v) of the Agreement requires that a Resolution identifying and authorizing individuals to sign the Agreement, sign requests for payments and for other purposes as may be reasonably required by the State of New Mexico.

Recommended Action: Staff is recommending the authorization of the Board allowing the Executive Director to sign the Agreement. The agreement identifies Anthony J. Mortillaro as official representative and Hector Ordonez as fiscal agent of the District.

Options/Alternatives:
- Take no action, and delay the timeline of the construction of the Maintenance Facility; or
- Direct the staff to assess alternative approaches to construct the Maintenance Facility.
Fiscal Impact: The District’s FY2020 budget includes $634,332 from State Capital Outlay to pay for the construction of the Maintenance Facility. The balance will be included in the Budget for Fiscal Year 2021.

Attachments:
- Resolution 2019-23
- Agreement between DFA and the District
North Central Regional Transit District (NCRTD)

Resolution No. 2019-23

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR AND FINANCE DIRECTOR TO SIGN A GRANT AGREEMENT FOR $1,102,000.00 AND TO SIGN REQUESTS FOR PAYMENT AND FOR SUCH OTHER PURPOSES AS MAY BE REASONABLY REQUIRED BY THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE ADMINISTRATION IN ORDER TO OBTAIN THE CAPITAL GRANT APPROPRIATION

WHEREAS, the District has sought and obtained a capital grant from the State of New Mexico for the purposes of designing and constructing the District's Maintenance Facility; and

WHEREAS, the District has been awarded and appropriated in the amount of $1,102,000.00; and

WHEREAS, the funds awarded are conveyed to the District pursuant to a STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FUND 93100 CAPITAL APPROPRIATION PROJECT agreement (Hereinafter the "Agreement"); and

WHEREAS, pursuant to Section X, B (v) of the Agreement the District as Grantee agrees that "[t]he Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment."

NOW THEREFORE BE IT RESOLVED THAT, the District hereby authorizes the following persons as official representatives for purposes of the Grantee to sign the Agreement and to sign Requests for Payment and for such other purposes as may be reasonably required by the State of New Mexico to administer the Agreement:

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: North Central Regional Transit District
Name: Anthony J. Mortillaro
Title: Executive Director
Address: 1327 N. Riverside Drive, Espanola, NM, 87532
Email: Anthonym@ncrtd.org
Telephone: 505-629-4713
The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.
Grantee: North Central Regional Transit District
Name: Hector Ordonez
Title: Finance Director
Address: 1327 N. Riverside Drive, Espanola, NM, 87532
Email: Hectoro@ncrtd.ord
Telephone: 505-629-4701

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th DAY OF JUNE, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
STATE OF NEW MEXICO DEPARTMENT OF
FINANCE AND ADMINISTRATION FUND 93100
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ___ day of __________, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the North Central Regional Transit District, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 325, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

19-D3126 $1,102,000.00 Appropriation Reversion Date: 30-JUN-23

Laws of 2019, Chapter 277, Section 34, Paragraph 325, One Million One Hundred Two Thousand Dollars ($1,102,000.00) to plan, design, construct, equip and furnish a maintenance facility, including a vehicle wash bay and fueling station, for the North Central Regional Transit District in Espanola in Rio Arriba county.

The Grantee's total reimbursements shall not exceed One Million One Hundred Two Thousand Dollars ($1,102,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")1, if

1 The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of
applicable, Eleven Thousand Twenty Dollars ($11,020.00), which equals One Million Ninety Thousand Nine Hundred Eighty Dollars ($1,090,980.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse2 Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible.

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2. "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.
such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: North Central Regional Transit District
Name: Anthony J. Mortillaro
Title: Executive Director
Address: 1327 N. Riverside Drive, Espanola, NM, 87532
Email: Anthonym@ncrtd.org
Telephone: 505-629-4713

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: North Central Regional Transit District
Name: Hector Ordonez
Title: Finance Director
The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

**ARTICLE V. EARLY TERMINATION**

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.
Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation
The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination
In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has beenEarly Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension
In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.
ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting
The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days’ advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection
During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:
(i) request such additional information regarding the Project as it deems necessary; and
(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
(i) The Grantee must submit a Request for Payment; and
(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation..."
The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS: PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.
The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the North Central Regional Transit District may immediately terminate this Agreement by giving Contractor written notice of such termination. The North Central Regional Transit District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the North Central Regional Transit District, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the North Central Regional Transit District or the Department."
ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the North Central Regional Transit District may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the North Central Regional Transit District's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:
   (i) submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   (ii) have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   (iii) timely submit all required financial reports to its budgetary oversight agency (if any); and
   (iv) have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   (i) suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   (ii) require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   (iii) impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   (iv) terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a
SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]
IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

By: ____________________________________________
    (Type or Print Name)

Its: ____________________________________________
    (Type or Print Title)

______________________________________________
Signature of Official with Authority to Bind Grantee

______________________________________________
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

______________________________________________
Signature

______________________________________________
Date
Title: Discussion and Possible Action on a Memorandum of Agreement (MOA) between the Village of Taos Ski Valley (Village) and the North Central Regional Transit District (District)

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The attached MOA between the Village and District provides the terms and conditions related to the provision of a pilot summer public transit services to the Village of Taos Ski Valley. In the event that the Agreement is approved the commencement date for the provision of public transit services is anticipated to be July 19, 2019. The seasonal service will conclude around September 15, 2019. Other provisions within the agreement provide the following:

1. Scope of services to be provided are 3 round trips a day on Friday’s, Saturday’s and Sunday’s see attachment “A”;
2. The provision of the services is subject to being able to find seasonal drivers;
3. Funding for the seasonal service is a $40,000 cost to be paid by the Village within 30 days of receipt of a District invoice. No District funds are allocated to support this service.

Background: At the Board meeting of April 5, 2019, Village of Taos Ski Valley Mayor Brownell submitted a letter requesting the Board to authorize staff to enter into discussions with the Village for a summer pilot program to be funded by the Village. The Board approved this request.

Recommended Action: Staff recommends approval of a MOA between the Village and District for a summer pilot transit service and requests that any non-substantive changes be allowed without returning to the Board if requested by the Village and provided the funding is available as enumerated in the MOA.

Options/Alternatives:
1. Take no action; or
2. Adopt the recommendation, (recommended); or
3. Amend, modify or reject the recommendation and provide direction to staff.

Fiscal Impact: The costs and anticipated revenues for the pilot summer transit services to the Village are paid in whole by the Village. No districts funds other than the contribution of a bus will be utilized.

Attachments:
- Memorandum of Agreement
- Village of Taos Ski Valley letter of request
MEMORANDUM OF AGREEMENT
BETWEEN THE VILLAGE OF TAOS SKI VALLEY
AND THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE A PILOT SUMMER TRANSIT SERVICE TO TAOS SKI VALLEY

This Memorandum of Agreement (the “Agreement”) is entered into as of this ___ day of June, 2019, by and between the NCRTD (“District”), a Regional Transit District organized and existing under the Laws of the State of New Mexico and specifically the Regional Transit District Act, NMSA 1978, Sections 73-25-1 et seq., and the Village of Taos Ski Valley (“Village”), a duly organized and incorporated municipality in the State of New Mexico, (each being a “Party” and collectively, the “Parties”) for the purpose of operating a bus route to the Village.

WHEREAS, the Parties wish to provide bus service between the Village of Taos and the Village of Taos Ski Valley for the purpose of employment and to encourage tourism; and

WHEREAS, the Parties enter into this Agreement to provide a Pilot summer bus service to the Village of Taos Ski Valley.

NOW, THEREFORE IT IS AGREED between the parties as follows:

1. Services Provided by the NCRTD. Subject to the District's ability to hire and retain sufficient staff, The District will provide a pilot summer bus service consistent with the transit schedule of the District as outlined on Attachment “A”, attached hereto and incorporated by reference herein. The services provided under this Agreement shall conform to the standards for service, policies and procedures of the District for general NCRTD transit services. The Parties acknowledge that the services as outlined on Attachment “A” may be altered, substituted, or reduced in the future if the Parties jointly agree that changes are warranted based upon ridership and the needs of the Parties. The Parties agree that any alteration, substitution, or reduction of any or all of the services will not be grounds for the termination or alteration of the Parties’ obligations pursuant to this Agreement provided that the District continues to provide public transportation service to and from the Village equivalent to the service described in Attachment “A”. Nothing herein shall be deemed to limit the ability of the Parties to the Agreement from agreeing to additional services during the term of this Agreement.

2. Fares. The District will not charge fares for this route.
3. **Term of Service.** The District shall provide District buses, personnel and related services as necessary to provide the service as depicted in Attachment “A” for a term of three (3) months; the District shall provide transit service consistent with the specifics outlined in Attachment A.

4. **Sum Paid to the District.** The Village agrees to pay the sum of $40,000. Payment shall be made within 30 days of receipt of the bill from the District. The check shall be made payable to the North Central Regional Transit District, Attention Finance Department at 1327 N. Riverside Drive, Española, NM 87532. This sum may be modified by subsequent agreement of the parties in the event that the Village seeks and obtains additional services from the District during the term of this Agreement.

5. **Village's Duties.** The Village agrees to enforce access to and use of drop off and pick up locations designated by the District against any and all private parties that seek to impair the delivery of the service including but not limited to Taos Ski Valley.

6. **Liability.** As between the Parties, each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each Party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 through 41-4-27. The Parties agree that this document is not intended, by any provisions or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any of the provisions of this Agreement.

7. **Appropriations and Authorizations.** This Agreement is contingent upon there being sufficient appropriations available and proper authorization from the respective governing bodies of the Parties. Each Party shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this Agreement encompasses more than one fiscal year, this Agreement is contingent upon continuing appropriations being available.

8. **Termination.** This Agreement may be terminated at will, by either Party, with or without cause. Termination shall be by written notice to the other party by U.S. mail or by e-mail so long as there is confirmation of receipt. Notice of termination by either party shall be effective upon the date of receipt. However, neither party may nullify obligations to deliver services or to make payment for services prior to the date of termination. If notified of termination, the District shall cease performing services upon the effective date of termination. If the Village terminates this contract prior to a payment date the village shall remain liable for payment of a pro-rated portion of the contract amount. If the District terminates this contract it shall refund a prorated portion of the contract sum based upon days of service delivered compared to the pro-rated amount paid prior to the date of termination. In no event shall termination nullify obligations of either party prior to the effective date of termination.

9. **Severability.** In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court’s findings.

10. **Scope of Agreement.** This Agreement incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
11. Amendment(s) to this Agreement. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.

12. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the resolutions, rules and regulations of the District. Any legal proceeding brought against the District, arising out of this contract, shall be brought before the First Judicial District Court, Santa Fe County, State of New Mexico.

13. Illegal Acts. Pursuant to NMSA 1978, § 13-1-191, it shall be unlawful for either party to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed the Agreement as of the date first written above.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

____________________________________
Daniel Barrone, Chair
Date signed

____________________________________
Neil King, Mayor
Date Signed

Attest: ____________________________________
Ann M. Wooldridge, Village Clerk

APPROVED AS TO FORM:

____________________________________
Peter Dwyer, District Counsel
Date:______________________________

Village Attorney:
Date:______________________________
Village of Taos Ski Valley
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525
(575) 776-8220 (575) 776-1145 Fax
E-mail: vtsv@vtsv.org Website: www.vtsv.org

Mayor: Christof Brownell
Council: Jeff Kern, Roger C. Pattison, J. Christopher Stagg, Thomas Wittman
Administrator: John Avila
Clerk: Ann M. Wooldridge, CMC
Finance Director: Nancy Grabowski
February 28, 2019

Good morning NCRTD Board members -

In accordance with NCRTD Board adopted Resolution No. 2009-13, I would like to request the Board consider implementing a three-month pilot route to operate between the Town of Taos and the Village of Taos Ski Valley. The proposed route would operate on Friday, Saturday and Sunday only, with three round trips provided during the months of June through August 2019. Currently, there are no public transit options to the Village of Taos Ski Valley outside of the seasonal 341 TSV Green route that typically operates mid-December to mid-March. The pilot route as outlined would provide improved access to the Village and surrounding Forest and Federal lands and would provide an option for folks to enjoy the nearby wilderness and recreational activities. Furthermore, the proposed route would provide transit options for Village residents and visitors to access shopping, lodging and medical care available in the Town.

Initially, the Village of Taos Ski Valley is interested in contracting with NCRTD to provide public transit services for a non-winter, three-month pilot route (three-day per week, three round trips per day). This pilot would be a good opportunity to assess passenger demand and provide insight as to potential long-term need for transit between the Village and Town (including service to the communities of Valdez, Arroyo Seco and Des Montes). In the event that the pilot route is deemed successful, the Village would then be interested in working with NCRTD Staff to identify ongoing funding to support future service operations and capital vehicle needs.

According to census.gov, the communities of Valdez, Des Montes and Arroyo Seco are estimated to maintain a population of around 2000 people, with the majority located in or near Arroyo Seco, NM. Taos Ski Valley population is approximately 75 permanent residents, with the population expanding significantly as a result of tourism and visitors throughout the year. The Town of Taos population is approximately 5700 residents, with tourists and visitors adding to this population as well. Expanding the North Central Regional Transit District’s service to provide non-winter service to Taos Ski Valley areas would provide a transportation option for local residents and area visitors and would improve access to essential services and quality-of-life activities such as shopping, restaurants, events, galleries and the like.
Board members, please consider directing Staff to work with the Village to finalize pilot route service parameters to satisfy the pilot route outlined herein this request. As this pilot service would be contracted between the Village and NCRTD, it is requested that the NCRTD Board direct Staff to complete route planning and implement the pilot service to operate from June- August 2019. The proposed additional service would be a tremendous asset to the region through improved transportation options to locals and visitors.

Thank you for your time and consideration.

Christof Brownell
Mayor
Village of Taos Ski Valley
Title: Discussion and Consideration of Resolution No. 2019-24 to Allow for North Central Regional Transit District Staff to Apply for Federal Funding through the FFY2019 5339(b) Grants Program with the State on New Mexico’s consolidated application for an Operations and Maintenance Facility in Taos.

Prepared By: Michael Valverde, Transit Planner

Summary: The construction of the Operations and Maintenance Facility in Taos will include a Vehicle Maintenance Garage, a Vehicle Wash Bay and a Fueling Station, to fulfill current needs as well as being capable of accommodating future operations and fleet expansion. Future fleet inventory in Taos will grow to 36 vehicles, ranging in size from 40-foot buses to 5-passenger transport vans and standard-size vehicles. Fleet expansion is anticipated to be one (1) to two (2) vehicles annually. The Operations and Maintenance Facility in Taos is anticipated to be situated less than 1-mile Southwest from the current facility in Taos. Work will include site preparation, geotechnical evaluation and preparation, environmental assessment, final design and construction. The facility design team will maximize utilization of green building and energy saving facility standards wherever possible.

NCRTD Staff is seeking Board approval to apply for FFY2019 5339(b) grant funding for the unfunded Operations and Maintenance Facility in Taos. As identified in the original Preliminary Design, completed by Huitt-Zollars in 2018, the project cost is estimated to be $4,991,434.00 plus an additional $1,572,430 for final design, furniture, fixtures, equipment, contingency, and LEED and environmental sustainability. As such, NCRTD is seeking Federal monies to put toward the approximate $6,563,864 total project cost. The federal application deadline is June 21, 2019 but the State of New Mexico had a June 7, 2019 deadline for the consolidated state application.

Background: The Taos facility was acquired by the NCRTD in July 2015. The Taos fleet maintenance and bus storage facility was constructed in 1998 and the Administration Trailer in 2003. Both facilities were funded by Federal Transit Administration (FTA) funds. In March 2016 the FTA formally approved the transfer of these facilities to the NCRTD. The underlying land, consisting of 0.876 acres, was conveyed by the Town of Taos to NCRTD by Quitclaim Deed on July 21, 2016. The surrounding land is all owned by the Town of Taos and is currently used by its public work and recycling operations. The NCRTD is operating 9 Northern routes out of this facility. As a result, fleet support, fleet storage, dispatch and administrative staff support has overwhelmed the existing facilities capacities.

The Board of Directors authorized the Staff to move forward with the conceptual design in early 2017 with the design contract ultimately awarded to Huitt-Zollars in November 2017. At the October 2018 Board meeting, Huitt-Zollars presented its preliminary design, findings and general cost estimates. Upon completion of final design and bidding, the Operations and Maintenance Facility Complex will be shovel ready.
**Recommended Action:** It is recommended that the Board move to adopt Resolution No. 2019-24 Authorizing the NCRTD Staff to apply for Federal funding through the FFY2019 5339(b) grant program for an Operations and Maintenance Facility in Taos. The FFY2019 5339(b) consolidated grant application deadline is June 7, 2019 to the state of New Mexico. The staff has proceeded with the application on the assumption that the Board would want to seek the funding but will withdraw the application if the Board's direction is to the contrary.

**Options/Alternatives:** Alternatives would be to not allow NCRTD staff to Apply for Federal Funding through the FFY2019 5339(b) Grants Program for an Operations and Maintenance Facility in Taos and to seek alternative sources of funding or to discontinue the Operations and Maintenance Facility project.

**Fiscal Impact:** The NCRTD will be requesting 5339(b) funds for the Operations and Maintenance Facility for the approximate amount of $5,251,090 (assuming an NCRTD match of 20% or $1,312,774; estimated total project cost is $6,563,864). The possible award would significantly impact the overall cost of the project as well as potentially improve the ultimate construction and implementation timeline.

**Attachments:**
- Board Resolution No. 2019-24
- FFY2019 5339(b) NOFO (Notice of Funding Opportunity)
A RESOLUTION AUTHORIZING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT STAFF TO APPLY FOR FEDERAL FUNDING THROUGH THE FFY2019 SECTION 5339(b) GRANT PROGRAM FOR A OPERATIONS AND MAINTENANCE FACILITY IN TAOS

WHEREAS, the USDOT issued a notice for funding opportunity for the FFY2019 Section 5339(b) Grant for Buses and Bus Facilities Program on May 15, 2019; and

WHEREAS, the NCRTD staff has submitted its application to NMDOT (to be included in the State’s consolidated application); and

WHEREAS, the NCRTD has identified capital improvements related to the efficient and effective day-to-day operations and maintenance of fleet; and

WHEREAS, upon selection to receive FFY2019 Section 5339(b) Bus and Bus Facilities Infrastructure Investment Program funds, the NCRTD is committed to provide a twenty (20) percent match ($1,312,774.00) of the project cost ($6,563,864.00).

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board that, the request for NCRTD Board authorization and support of Staff submitting for a FFY2019 Section 5339(b) Grant for Buses and Bus Facilities Program in the amount of $5,251,090.00 with a NCRTD match of $1,312,774.00 to fund a new Operations and Maintenance Facility in Taos is approved.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th DAY OF JUNE, 2019.

Daniel Barrone, Chair
Approved as to form:

Peter Dwyer, Counsel
the facts do not appear to warrant a hearing. If any interested parties desire an opportunity for oral comment and a public hearing, they should notify FRA, in writing, before the end of the comment period and specify the basis for their request.

All communications concerning these proceedings should identify the appropriate docket number and may be submitted by any of the following methods:

- Website: http://www.regulations.gov. Follow the online instructions for submitting comments.
  - Hand Delivery: 1200 New Jersey Avenue SE, Room W12–140, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal Holidays.

Communications received by July 1, 2019 will be considered by FRA before final action is taken. Comments received after that date will be considered if practicable.

Anyone can search the electronic form of any written communications and comments received into any of our docket by the name of the individual submitting the comment (or signing the document, if submitted on behalf of an association, business, labor union, etc.). In accordance with 5 U.S.C. 553(c), DOT solicits comments from the public to better inform its processes. DOT posts these comments, without edit, including any personal information the commenter provides, to www.regulations.gov, as described in the system of records notice (DOT/ALL–14 FDMS), which can be reviewed at https://www.transportation.gov/privacy. See also https://www.regulations.gov/privacyNotice for the privacy notice of regulations.gov.

Issued in Washington, DC.

John Karl Alexy,
Deputy Associate Administrator for Railroad Safety.
[FR Doc. 2019–09958 Filed 5–14–19; 8:45 am]
The Grants.gov funding opportunity ID is FTA--2019–003–TPM. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT:
Mark Bathrick, FTA Office of Program Management, 202–366–9955, or mark.bathrick@dot.gov.

SUPPLEMENTARY INFORMATION:

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A. Program Description

Section 5339(b) of Title 49, United States Code, as amended by the Fixing America’s Surface Transportation (FAST) Act (Pub. L. 114–94, Dec. 4, 2015), authorizes FTA to award funds for the Grants for Buses and Bus Facilities Program through this notice. For further cap the amount a single grantee will be awarded more than 10 percent of the amounts made available. FTA may award grants to eligible applicants and also private nonprofit organizations engaged in public transportation. In accordance with 49 U.S.C. 5339(b)(2), FTA will “consider the age and condition of buses, bus fleets, related equipment, and bus-related facilities” in selecting projects for funding. FTA may prioritize projects that demonstrate how they will address significant repair and maintenance needs, improve the safety of transit systems and deploy connective projects that include advanced technologies to connect bus systems with other networks.

B. Federal Award Information

Federal public transportation law at 49 U.S.C. 5338(a)(2)(M) authorizes $267,059,980 in FY 2019 funds for the Section 5339(b) Grants for Buses and Bus Facilities Program. The Consolidated Appropriations Act, 2019 appropriated an additional $160,000,000 for the Grants for Buses and Bus Facilities Program. After the mandatory oversight takedown of $3,840,450 and the addition of $130,710 in unallocated FY 2018 program funding, FTA is announcing the availability of $423,350,240 for the Grants for Buses and Bus Facilities Program through this notice. As required under 49 U.S.C. 5339(b)(1), a minimum of 10 percent of the amounts awarded under the Grants for Buses and Bus Facilities Program will be awarded to projects located in rural areas. As required by 49 U.S.C. 5339(b)(6), no single grantee will be awarded more than 10 percent of the amounts made available. FTA may further cap the amount a single recipient or State may receive as part of the selection process. In FY 2018, for example, the largest amount awarded to a single applicant was $11,000,000 and no State received more than 8 percent of the total funding available.

FTA will grant pre-award authority to incur costs for selected projects beginning on the date that project selections are announced. As required by 49 U.S.C. 5339(b)(1), eligible applicants include designated recipients that allocate funds to fixed route bus operators, states or local governmental entities that operate fixed route bus service, and Indian tribes. FTA also may award grants to eligible recipients for projects to be undertaken by subrecipients. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation. Under 49 U.S.C. 5339(b)(3), States may submit a statewide application on behalf of public agencies or private nonprofit organizations engaged in public transportation in rural areas or for other areas for which a State allocates funds. Except for projects for projects proposed by Indian tribes, all proposals for projects in rural (non-urbanized) areas must be submitted by a State, either individually or as a part of a statewide application. States and other eligible applicants may also submit consolidated proposals for projects in urbanized areas. The submission of a statewide or consolidated urbanized area application shall not preclude the submission and consideration of any application from other eligible recipients in an urbanized area in a State. Proposals may contain projects to be implemented by the recipient or its subrecipients.

To be considered eligible, applicants must be able to demonstrate the requisite legal, financial and technical capabilities to receive and administer Federal funds under this program.

2. Cost Sharing or Matching

The maximum federal share for projects selected under the Grants for Buses and Bus Facilities Program is 80 percent of the net project cost (i.e., the local amount should be at least 20 percent of the net project cost, not 20 percent of the requested grant amount), unless noted below by one of the exceptions.

a. The maximum Federal share is 85 percent of the net project cost of acquiring vehicles (including clean-fuel or alternative-fuel vehicles) that are compliant with the Clean Air Act (CAA) and/or the Americans with Disabilities Act (ADA) of 1990.

b. The maximum Federal share is 90 percent of the net project cost of acquiring, installing or constructing vehicle-related equipment or facilities (including clean fuel or alternative-fuel vehicle-related equipment or facilities) that are required by the ADA of 1990, or that are necessary to comply with or maintaining compliance with the Clean Air Act. The award recipient must itemize the cost of specific, discrete, vehicle-related equipment associated with compliance with ADA or CAA to be eligible for the maximum 90 percent Federal share for these costs.

Eligible sources of local match include the following: Cash from non-Government sources other than revenues from passenger and paratransit services; revenues derived from the sale of advertising and
concessions; amounts received under a service agreement with a State or local social service agency or private social service organization; revenues generated from value capture financing mechanisms; or funds from an undistributed cash surplus; replacement or depreciation cash fund or reserve; or new capital. In addition, transportation development credits or documentation of in-kind match may substitute for local match if identified in the application.

If an applicant proposes a Federal share greater than 80 percent, the application must clearly explain why the project is eligible for the proposed Federal share.

3. Eligible Projects

Under 49 U.S.C. 5339(b)(1), eligible projects are capital projects to replace, rehabilitate purchase, or lease buses, vans, and related equipment, and capital projects to rehabilitate, purchase, construct, or lease bus-related facilities. Recipients are permitted to use up to 0.5 percent of their requested grant award for workforce development activities eligible under 49 U.S.C. 5314(b) and an additional 0.5 percent for costs associated with training at the National Transit Institute, to pay not more than 80 percent of the cost of eligible activities (see 49 U.S.C. 5314(b)(4) and 49 U.S.C. 5314(c)(4)(A)). Applicants must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget.

D. Application and Submission Information

1. Address

Applications must be submitted electronically through GRANTS.GOV. General information for submitting applications through GRANTS.GOV can be found at https://www.transit.dot.gov/funding/grants/applying/applying-funding along with specific instructions for the forms and attachments required for submission. Mail and fax submissions will not be accepted. A complete proposal submission consists of two forms: The SF424 Application for Federal Assistance (downloaded from GRANTS.GOV) and the supplemental form for the FY 2019 Grants for Buses and Bus Facilities Program (downloaded from GRANTS.GOV or the FTA website at www.transit.dot.gov/busprogram). Applicants may also attach additional supporting information. Failure to submit the information as required can delay or prevent review of the application.

2. Content and Form of Application Submission

A complete proposal submission consists of two forms: The SF424 Application for Federal Assistance and the FY 2019 Grants for Buses and Bus Facilities Program supplemental form. The supplemental form and any supporting documents must be attached to the “Attachments” section of the SF424. A complete application must include responses to all sections of the SF424 Application for Federal Assistance and the supplemental form, unless indicated as optional. The information on the supplemental form will be used to determine applicant and project eligibility for the program, and to evaluate the proposal against the selection criteria described in part E of this notice.

FTA will accept only one supplemental form per SF424 submission. FTA encourages States and other applicants to consider submitting a single supplemental form that includes multiple activities to be evaluated as a consolidated proposal. If a State or other applicant chooses to submit separate proposals for individual consideration by FTA, each proposal must be submitted using a separate SF424 and supplemental form.

Applicants may attach additional supporting information to the SF424 submission, including but not limited to letters of support, project budgets, fleet status reports or excerpts from relevant planning documents. Supporting documentation must be described and referenced by file name in the appropriate response section of the supplemental form, or it may not be reviewed.

Information such as applicant name, Federal amount requested, local match amount, description of areas served, etc. may be requested in varying degrees of detail on both the SF424 and Supplemental Form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should not place N/A or “refer to attachment” in lieu of typing in responses in the field sections. If information is copied into the supplemental form from another source, applicants should verify that pasted text is fully captured on the supplemental form and has not been truncated by the character limits built into the form. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the federal and local amounts specified are consistent.

The SF424 Mandatory Form and the Supplemental Form will prompt applicants for the required information, including:

a. Applicant Name
b. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number
c. Key contact information (including contact name, address, email address, and phone)
d. Congressional district(s) where project will take place
e. Project Information (including title, an executive summary, and type)
f. A detailed description of the need for the project

g. A detailed description on how the project will support the Bus Infrastructure Program’s objectives
h. Evidence that the project is consistent with local and regional planning objectives
i. Evidence that the applicant can provide the local cost share
j. A description of the technical, legal and financial capacity of the applicant
k. A detailed project budget
l. An explanation of the scalability of the project
m. Details on the local matching funds
n. A detailed project timeline

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant: (1) Is an individual; (2) is excepted from the requirements under 2 CFR 25.110(b) or (c); or (3) has an exception approved by FTA under 2 CFR 25.110(d). FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. All applicants must provide a unique entity identifier provided by SAM. SAM registration takes approximately 3–5 business days, but FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit www.sam.gov.
4. Submission Dates and Times

Project proposals must be submitted electronically through GRANTS.GOV by 11:59 p.m. Eastern on June 21, 2019. Mail and fax submissions will not be accepted.

FTA urges applicants to submit applications at least 72 hours prior to the due date to allow time to correct any problems that may have caused either Grants.gov or FTA systems to reject the submission. Proposals submitted after the deadline will only be considered under extraordinary circumstances not under the applicant’s control. Deadlines will not be extended due to scheduled website maintenance. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV website.

Within 48 hours after submitting an electronic application, the applicant should receive two email messages from GRANTS.GOV: (1) Confirmation of successful transmission to GRANTS.GOV and (2) confirmation of successful validation by GRANTS.GOV. If confirmations of successful validation are not received or a notice of failed validation or incomplete materials is received, the applicant must address the reason for the failed validation, as described in the email notice, and resubmit before the submission deadline. If making a resubmission for any reason, applicants must include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

Applicants are encouraged to begin the process of registration on the GRANTS.GOV site well in advance of the submission deadline. Registration is a multi-step process, which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the System for Award Management (SAM) is renewed annually; and, (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in GRANTS.GOV by the AOR to make submissions.

5. Funding Restrictions

Funds under this NOFO cannot be used to reimburse applicants for otherwise eligible expenses incurred prior to the award of a Grant Agreement until FTA has issued pre-award authority for selected projects.

6. Other Submission Requirements

Applications are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If an applicant indicates that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FTA may award a lesser amount whether or not a scalable option is provided.

E. Application Review

FTA will evaluate project proposals for the Grants for Buses and Bus Facilities Program based on the criteria described in this notice. Projects will be evaluated primarily on the responses provided in the supplemental form. Additional information may be provided to support the responses; however, any additional documentation must be directly referenced on the supplemental form, including the file name where the additional information can be found.

1. Demonstration of Need

Applications will be evaluated based on the quality and extent to which they demonstrate how the proposed project will address an unmet need for capital investment in bus vehicles and/or supporting facilities. For example, an applicant may demonstrate an excessive reliance on vehicles that are beyond their intended service life, insufficient maintenance facilities due to size or condition, a vehicle fleet that is insufficient to meet current ridership demands or passenger facilities that are insufficient for their current use. Applicants should address whether the project represents a one-time or periodic need that cannot reasonably be funded from FTA formula program allocations and State or local resources. As a part of the response for demonstration of need, applicants should provide the following information:

   a. For bus projects (replacement, rehabilitation or expansion): Applicants must provide information on the age, condition and performance of the asset(s) to be replaced or rehabilitated by the proposed project. For service expansion requests, applicants must provide information on the proposed service expansion and the benefits for transit riders and the community from the new service. For all vehicle projects, the proposal must address how the project conforms to FTA’s spare ratio guidelines.

   b. For bus facility and equipment projects (replacement, rehabilitation and/or expansion): Applicants must provide information on the age and condition of the asset to be rehabilitated or replaced relative to its minimum useful life.

2. Demonstration of Benefits

Applications will be evaluated based on how well they describe how the proposed project will improve the condition of the transit system, improve the reliability of transit service for its riders and enhance access and mobility within the service area.

   System Condition: FTA will evaluate the potential for the project to improve the condition of the transit system by repairing and/or replacing assets that are in poor condition or have surpassed their minimum or intended useful life benchmarks, lowering the average age of vehicles in the fleet and/or reducing the cost of maintaining outdated vehicles, facilities and equipment.

   Service Reliability: FTA will evaluate the potential for the project to reduce the frequency of breakdowns or other service interruptions caused by the age and condition of the agency’s bus fleet. Applicants should document their current service reliability metrics and benchmark goals, including their strategy for improving reliability with or without the award of Bus and Bus Facilities Program funds.

   Enhanced Access and Mobility: FTA will evaluate the potential for the project to improve access and mobility for the transit riding public, such as through increased reliability, improved headways, creation of new transportation choices or eliminating gaps in the current route network. Proposed benefits should be based on documented ridership demand and be well-described or documented through a study or route planning proposal.

3. Planning and Local/Regional Prioritization

Applicants must demonstrate how the proposed project will be consistent with local and regional long-range planning documents and local government priorities. This will involve assessing whether the project is consistent with the transit priorities identified in the long range plan; and/or contingency/illustrative projects included in that plan; or the locally developed human services public transportation coordinated plan. Applicants are not required to submit copies of such plans, but should describe how the project will support regional goals. Additional
consideration will be given to applications including support letters from local and regional planning organizations, local government officials, public agencies and/or non-profit or private sector partners attesting to the consistency of the proposed project with these plans. Applicants may also address how the proposed project will impact overall system performance, asset management performance or specific performance measures tracked and monitored by the applying entity to demonstrate how the proposed project will address local and regional planning priorities.

Evidence of additional local or regional prioritization (i.e., Statewide Transportation Improvement Plan and Long Range Transportation Plan) should include letters of support for the project from local government officials, public agencies (i.e., Metropolitan Planning Organizations) and non-profit or private sector partners.

4. Local Financial Commitment

Applicants must identify the source of the local cost share and describe whether such funds are currently available for the project or will need to be secured if the project is selected for funding. FTA will consider the availability of the local cost share as evidence of local financial commitment to the project. Additional consideration will be given to those projects for which local funds have already been made available or reserved. Applicants should submit evidence of the availability of funds for the project, for example by including a board resolution, letter of support from the State or other documentation of the source of local funds such as a budget document highlighting the line item or section committing funds to the proposed project. In addition, as evidence of local financial commitment, an applicant may propose a local cost share that is greater than the minimum requirement. Additional consideration will be given to those projects that propose a larger percentage of local cost share.

5. Project Implementation Strategy

Projects will be evaluated based on the extent to which the project is ready to implement within a reasonable period of time and whether the applicant’s proposed implementation plans are reasonable and complete.

In assessing whether the project is ready to implement within a reasonable period of time, FTA will consider whether the project qualifies for a Categorical exclusion, or whether the required environmental work has been initiated or completed for projects that require an Environmental Assessment or Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA), as amended. The proposal must also state whether grant funds can be obligated within 12 months from time of award, if selected, and indicate the timeframe under which the Metropolitan Transportation Improvement Program and/or Statewide Transportation Improvement Program can be amended to include the proposed project. Additional consideration will be given to projects for which grant funds can be obligated within 12 months from time of award.

In assessing whether the proposed implementation plans are reasonable and complete, FTA will review the proposed project implementation plan, including all necessary project milestones and the overall project timeline. For projects that will require formal coordination, approvals or permits from other agencies or project partners, the applicant must demonstrate coordination with these organizations and their support for the project, such as through letters of support.

6. Technical, Legal and Financial Capacity

Applicants must demonstrate that they have the technical, legal and financial capacity to undertake the project. FTA will review relevant oversight assessments and records to determine whether there are any outstanding legal, technical or financial issues with the applicant that would affect the outcome of the proposed project. Applicants with outstanding legal, technical or financial compliance issues from an FTA compliance review or Federal Transit grant-related Single Audit finding must explain how corrective actions taken will mitigate negative impacts on the proposed project.

F. Review and Selection Process

In addition to other FTA staff that may review the proposals, a technical evaluation committee will evaluate proposals based on the published evaluation criteria. After applying the above criteria, the FTA Administrator will consider the following key Departmental objectives:

(A) Supporting economic vitality at the national and regional level;
(B) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;
(C) Accounting for the life-cycle costs of the project to promote the state of good repair;
(D) Using innovative approaches to improve safety and expedite project delivery; and
(E) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information Systems (FAPIIS) accessible through SAM. An applicant, may review and comment on information about itself that a Federal awarding agency previously entered.

The FTA Administrator will determine the final selection of projects for program funding. In determining the allocation of program funds, FTA may consider geographic diversity, diversity in the size of the transit systems receiving funding, the applicant’s receipt of other competitive awards, projects located in or that support public transportation service in a qualified opportunity zone designated pursuant to 26 U.S.C. 1400Z–1, and the percentage of local share provided. Not less than 10 percent of the Buses and Bus Facilities Program funds will be distributed to projects in rural areas. In addition, FTA will not award more than 10 percent of the funds to a single grantee.

G. Federal Award Administration

1. Federal Award Notice

Final project selections will be posted on the FTA website. FTA will also publish a list of the selected projects, a summary of final scores for selected projects, Federal award amounts and recipients in the Federal Register. Selected recipients should contact their FTA regional offices for additional information regarding allocations for projects under the Grants for Buses and Bus Facilities Program.

At the time the project selections are announced, FTA will extend pre-award authority for the selected projects. There is no blanket pre-award authority for these projects before announcement.

2. Award Administration

Funds under the Grants for Buses and Bus Facilities Program are available to designated recipients that allocate funds to fixed route bus operators, state or local governmental entities that operate fixed route bus service, and Indian tribes. There is no minimum or maximum grant award amount apart from the restriction that FTA will not award more than the funds to a single grantee; however, FTA intends to fund as many meritorious
projects as possible. Only proposals from eligible recipients for eligible activities will be considered for funding. Due to funding limitations, proposals that are selected for funding may receive less than the amount originally requested. In those cases, applicants must be able to demonstrate that the proposed projects are still viable stand-alone projects that can be completed with the amount awarded.

3. Administrative and National Policy Requirements

a. Pre-Award Authority

The FTA will issue specific guidance to recipients regarding pre-award authority at the time of selection. The FTA does not provide pre-award authority for competitive funds until projects are selected and even then there are Federal requirements that must be met before costs are incurred. For more information about FTA’s policy on pre-award authority, please see the FY 2018 Apportionment Notice published on July 16, 2018 which can be accessed at http://www.gpo.gov/fdsys/pkg/FR-2018-07-16/pdf/2018-14989.pdf.

b. Grant Requirements

If selected, awardees will apply for a grant through FTA’s Transit Award Management System (TrAMS). Recipients of Grants for Buses and Bus Facilities Program funding in urban areas are subject to the grant requirements of the Section 5307 Urbanized Area Formula Grant program, including those of FTA Circular 9030.1E. Recipients of funding in rural areas are subject to the grant requirements of the Section 5311 Formula Grants for Rural Areas Program, including those of FTA Circular 9040.1G. All recipients must follow the Grants Management Requirements of FTA Circular 5010.1E, and the labor protections of 49 U.S.C. 5333(b). Technical assistance regarding these requirements is available from each FTA regional office.

c. Buy America

The FTA requires that all capital procurements meet FTA’s Buy America requirements per 49 U.S.C. 5323(j), which require that all iron, steel, or manufactured products be produced in the United States, to help create and protect manufacturing jobs in the United States. The Grants for Buses and Bus Facilities Program will have a significant economic impact toward meeting the objectives of the Buy America law. The FAST Act amended the Buy America requirements to provide for a phased increase in the domestic content for rolling stock. For FY 2019, the cost of components and subcomponents produced in the United States must be more than 65 percent of the cost of all components. For FY 2020 and beyond, the cost of components and subcomponents produced in the United States must be more than 70 percent of the cost of all components. There is no change to the requirement that final assembly of rolling stock must occur in the United States. The Buy America requirements can be found in 49 CFR part 661 and additional guidance on the implementation of the phases increase in domestic content can be found at 81 FR 60278 (Sept. 1, 2016). Any proposal that will require a waiver must identify in the application the items for which a waiver will be sought. Applicants should not proceed with the expectation that waivers will be granted, nor should applicants assume that selection of a project under the Grants for Buses and Bus Facilities Program that includes a partnership with a manufacturer, vendor, consultant, or other third party constitutes a waiver of the Buy America requirements applicable at the time the project is undertaken. Consistent with Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, signed by President Trump on January 31, 2019, applicants should maximize the use of goods, products, and materials produced in the United States, in Federal procurements and through the terms and conditions of Federal financial assistance awards.

d. Disadvantaged Business Enterprise

FTA requires that its recipients receiving planning, capital and/or operating assistance that will award prime contracts exceeding $250,000 in FTA funds comply with the Disadvantaged Business Enterprise (DBE) program regulations at 49 CFR part 26. The rule requires that, prior to bidding on any FTA-assisted vehicle procurement, entities that manufacture vehicles or perform post-production alterations or retrofitting must submit a DBE Program plan and annual goal methodology to FTA. Further, to the extent that a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retrofitting (e.g., replacing major components such as engine to provide a “like new” vehicle), the vehicle remanufacturer is considered a transit vehicle manufacturer and must also comply with the DBE regulations.

FTA will then issue a transit vehicle manufacturer (TVM) concurrence/certification letter. Grant recipients must verify each entity’s compliance with these requirements before accepting its bid. A list of compliant, certified TVMs is posted on FTA’s web page at https://www.fta.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list. Please note that this list is nonexclusive and recipients must contact FTA before accepting bids from entities not listed on this Web posting. Recipients may also establish project-specific DBE goals for vehicle procurements. FTA will provide additional guidance as grants are awarded. For more information on DBE requirements, please contact Janelle Hinton, Office of Civil Rights, 202-366-9259, email: janelle.hinton@dot.gov.

e. Planning

FTA encourages applicants to notify the appropriate State Departments of Transportation and MPOs in areas likely to be served by the project funds made available under this program. Selected projects must be incorporated into the long-range plans and transportation improvement programs of States and metropolitan areas before they are eligible for FTA funding.

f. Standard Assurances

By submitting a grant application, the applicant assures that it will comply with all applicable federal statutes, regulations, executive orders, directives, FTA circulars and other federal administrative requirements in carrying out any project supported by the FTA grant. Further, the applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant, if it does not have current certifications on file.

g. Reporting

Post-award reporting requirements include the electronic submission of Federal Financial Reports and Milestone Progress Reports in FTA’s electronic grants management system.
H. Technical Assistance and Other Program Information

This program is not subject to Executive Order 12372, “Intergovernmental Review of Federal Programs.” FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C. Complete applications must be submitted through GRANTS.GOV by 11:59 p.m. eastern time on June 21, 2019. For assistance with GRANTS.GOV please contact GRANTS.GOV by phone at 1–800–518–4726 or by email at support@grants.gov. Contact information for FTA’s regional offices can be found on FTA’s website at https://www.transit.dot.gov/about/regional-offices/regional-offices.

I. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Grants for Buses and Bus Facilities Program manager, Mark Bathrick, via email at mark.bathrick@dot.gov or by phone at 202–366–9955. A TDD is available for individuals who are deaf or hard of hearing at 800–877–8339. In addition, FTA will post answers to questions and requests for clarifications on FTA’s website at http://transit.dot.gov/busprogram. FTA staff will also conduct a webinar for potential applicants to learn more about the program and submittal process.

To ensure the receipt of accurate information about eligibility or the program, applicants with questions are encouraged to contact FTA directly, rather than through intermediaries or third parties.

K. Jane Williams,
Acting Administrator.

U.S.-CHINA ECONOMIC AND SECURITY REVIEW COMMISSION

Notice of Open Public Hearing


ACTION: Notice of open public hearing.

SUMMARY: Notice is hereby given of the following hearing of the U.S.-China Economic and Security Review Commission.

The Commission is mandated by Congress to investigate, assess, and report to Congress annually on “the national security implications of the economic relationship between the United States and the People’s Republic of China.” Pursuant to this mandate, the Commission will hold a public hearing in Washington, DC on June 7, 2019 on “Technology, Trade, and Military-Civil Fusion: China’s Pursuit of Artificial Intelligence, New Materials, and New Energy.”

DATES: The hearing is scheduled for Thursday, June 7, 2019 at 9:30 a.m.

ADDITIONS: TBD, Washington, DC. A detailed agenda for the hearing will be posted on the Commission’s website at www.uscc.gov. Also, please check the Commission’s website for possible changes to the hearing schedule. Reservations are not required to attend the hearing.

FOR FURTHER INFORMATION CONTACT: Any member of the public seeking further information concerning the hearing should contact Leslie Tisdale Reagan, 444 North Capitol Street NW, Suite 602, Washington, DC 20001; telephone: 202–624–1496, or via email at lreagan@uscc.gov. Reservations are not required to attend the hearing.

SUPPLEMENTARY INFORMATION:

Background: This is the fifth public hearing the Commission will hold during its 2019 report cycle. This hearing will examine China’s development of artificial intelligence, new materials, and energy storage, renewable energy, and nuclear power. It will assess China’s capabilities in producing and commercializing these technologies vis-a-vis the United States and its ambitions to export these technologies and shape their global governance in ways that disadvantage the United States. The hearing will also consider China’s potential military application of these technologies and strategic implications for the United States. The hearing will be co-chaired by Vice Chairman Robin Cleveland and Commissioner Thea Lee. Any interested party may file a written statement by June 7, 2019 by mailing to the contact above. A portion of each panel will include a question and answer period between the Commissioners and the witnesses.


Daniel W. Peck,
Executive Director, U.S.-China Economic and Security Review Commission.

[FR Doc. 2019–10011 Filed 5–14–19; 8:45 am]
BILLY CODE 1137–00–P
Title: Discussion and Consideration of Resolution No. 2019-25 to Allow for North Central Regional Transit District Staff to Apply for Federal Funding through the FFY2019 BUILD Transportation Grants Program for an Operations and Maintenance Facility in Taos.

Prepared By: Michael Valverde, Transit Planner

Summary: The construction of the Operations and Maintenance Facility in Taos will include a Vehicle Maintenance Garage, a Vehicle Wash Bay and a Fueling Station, to fulfill current needs as well as being capable of accommodating future operations and fleet expansion. Future fleet inventory in Taos will grow to 36 vehicles, ranging in size from 40-foot buses to 5-passenger transport vans and standard-size vehicles. Fleet expansion is anticipated to be one (1) to two (2) vehicles annually. The Operations and Maintenance Facility in Taos is anticipated to be situated less than 1-mile Southwest from the current facility in Taos. Work will include site preparation, geotechnical evaluation and preparation, environmental assessment, final design and construction. The facility design team will maximize utilization of green building and energy saving facility standards wherever possible.

NCRTD Staff is seeking Board approval to apply for FFY2019 BUILD grant funding for the unfunded Operations and Maintenance Facility in Taos. As identified in the original Preliminary Design completed by Huitt-Zollars in 2018, the project cost is estimated to be $4,991,434 plus an additional $1,572,430 for final design, furniture, fixtures, equipment, contingency, and Lead certification. As such, NCRTD is seeking Federal monies to put toward the approximate $6,563,464 total project cost. The Federal application deadline is July 15, 2019.

Background: The Taos facility was acquired by the NCRTD in July 2015. The Taos fleet maintenance and bus storage facility was constructed in 1998 and the Administration Trailer in 2003. Both facilities were funded by Federal Transit Administration (FTA) funds. In March 2016 the FTA formally approved the transfer of these facilities to the NCRTD. The underlying land, consisting of 0.876 acres, was conveyed by the Town of Taos to NCRTD by Quitclaim Deed on July 21, 2016. The surrounding land is all owned by the Town of Taos and is currently used by its public work and recycling operations. The NCRTD is operating 9 Northern routes out of this facility. As a result, fleet support, fleet storage, dispatch and administrative staff support has overwhelmed the existing facilities capacities.

The Board of Directors authorized the Staff to move forward with the conceptual design with the design contract ultimately awarded to Huitt-Zollars in November 2017. At the October 2018 Board meeting, Huitt-Zollars presented its preliminary design findings and general cost estimates. Upon completion of final design and bidding, the Operations and Maintenance Facility Complex will be shovel ready.
**Recommended Action:** It is recommended that the Board move to adopt Resolution 2019-25 Authorizing the NCRTD Staff to apply for Federal funding through the FFY2019 BUILD grant program for an Operations and Maintenance Facility in Taos. The FFY2019 BUILD grant application deadline is July 15, 2019.

**Options/Alternatives:** Alternatives would be to:
1. Not apply for Federal Funding through the FFY2019 BUILD Transportation Grants Program for an Operations and Maintenance Facility in Taos and to seek alternative sources of funding or;
2. Discontinue the Operations and Maintenance Facility project for Taos; or
3. Direct staff to change the match amount for the BUILD grant program application.

**Fiscal Impact:** FFY2019 BUILD funds for rural areas will provide up to 100% of the cost of the project; however, the NOFA does emphasize that projects that demonstrate a local match component will increase their competitiveness in the BUILD arena. Therefore, it is recommended that the NCRTD commit to a 20% match for the Operation and Maintenance Facility. The NCRTD will be requesting BUILD funds for the Operations and Maintenance Facility for the approximate amount of $5,251,090 (assuming an NCRTD match of 20% or $1,312,774). Estimated total project cost is $6,563,864. The possible award would significantly impact the overall cost of the project as well as potentially improve the ultimate construction and implementation timeline.

**Attachments:**
- Board Resolution 2019-25
- FFY2019 BUILD NOFO (Notice of Funding Opportunity)
North Central Regional Transit District (NCRTD)
Resolution No. 2019-25

A RESOLUTION AUTHORIZING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT STAFF TO APPLY FOR FEDERAL FUNDING THROUGH THE FFY2019 BETTER UTILIZING INVESTMENT TO LEVERAGE DEVELOPMENT ("BUILD") GRANT PROGRAM FOR AN OPERATIONS AND MAINTENANCE FACILITY IN TAOS

WHEREAS, the USDOT issued a notice for funding opportunity for the FFY2019 BUILD Grant Program for surface transportation infrastructure on April 23, 2019; and

WHEREAS, the NCRTD staff wishes to submit an application to compete for BUILD grant funds; and

WHEREAS, the NCRTD has identified capital improvements related to the efficient and effective day-to-day operations and maintenance of fleet; and

WHEREAS, upon selection to receive FFY2019 BUILD grant funds, the NCRTD is committed to provide a twenty (20) percent match ($1,312,774) of the project cost ($6,563,864.00).

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board that, the request for NCRTD Board authorization and support of Staff submitting for BUILD Grant in the amount of $ 5,251,090.00 with a NCRTD match of $1,312,774.00 to fund a new Operations and Maintenance Facility in Taos is approved.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th DAY OF JUNE, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
DEPARTMENT OF TRANSPORTATION
Office of the Secretary of Transportation
Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2019

AGENCY: Office of the Secretary of Transportation, DOT.

ACTION: Notice of funding opportunity.

SUMMARY: The Consolidated Appropriations Act, 2019 (‘‘FY 2019 Appropriations Act’’) appropriated $900 million to be awarded by the Department of Transportation (‘‘DOT’’) for National Infrastructure Investments. This appropriation stems from the FY 2019 Appropriations Act. Per statute, the FY 2019 selection criteria are the same as under the FY 2017 TIGER program, although the description for each criterion has been updated. For FY 2019 BUILD Transportation grants, the definitions of urban and rural areas differ from previous rounds. Additionally, not more than 50 percent of funds will be awarded to projects located in urban and rural areas, respectively.

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A. Program Description
The Consolidated Appropriations Act, 2019 (Pub. L. 116–6, February 15, 2019) (‘‘FY 2019 Appropriations Act’’) appropriated $900 million to be awarded by the Department of Transportation (‘‘DOT’’) for National Infrastructure Investments. Since this program was created, $7.1 billion has been awarded for capital investments in surface transportation infrastructure over ten rounds of competitive grants. Throughout the program, these discretionary grant awards have supported projects that have a significant local or regional impact.

Like the FY 2017 TIGER program, the FY 2019 BUILD program will also give special consideration to projects which emphasize improved access to reliable, safe, and affordable transportation for communities in rural areas, such as projects that improve infrastructure condition, address public health and safety, promote regional connectivity or facilitate economic growth or competitiveness. Such projects may concurrently invest in broadband to better facilitate productivity, including through the U.S. Department of Agriculture’s ReConnect Loan and Grant program, and help rural citizens access opportunities, or promote energy independence to help deliver significant local or regional economic benefit.

B. Federal Award Information
1. Amount Available
The FY 2019 Appropriations Act appropriated $900 million to be awarded by DOT for the BUILD Transportation grants program. The FY 2019 BUILD Transportation grants are for capital investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. Additionally, the Act allows for up to $15 million (of the $900 million) to be awarded for the planning, preparation or design of eligible projects. DOT is referring to any such awards as BUILD Transportation planning grants. The FY 2019 Appropriations Act also allows DOT to retain up to $27 million of the $900 million for award, oversight and administration of grants and credit assistance made under the program. If this solicitation does not result in the award and obligation of all available funds, DOT may publish additional solicitations.

The FY 2019 Appropriations Act allows up to 20 percent of available funds (or $180 million) to be used by the Department to pay the subsidy and administrative costs of a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 (‘‘TIFIA’’) or Railroad Rehabilitation and Improvement Financing (RRIF) programs, if that use of the FY 2019 BUILD funds would further the purposes of the BUILD Transportation grants program.

2. Award Size
The FY 2019 Appropriations Act specifies that BUILD Transportation grants may not be less than $5 million and not greater than $25 million, except that for projects located in rural areas (as defined in Section C.3.i.) the award size is $1 million. There is no minimum award size, regardless of location, for BUILD Transportation planning grants.

3. Restrictions on Funding
Pursuant to the FY 2019 Appropriations Act, no more than 10 percent of the funds made available for BUILD Transportation grants (or $90 million) may be awarded to projects in a single State. The Act also directs that not more than 50 percent of the funds provided for BUILD Transportation grants (or $450 million) shall be used for projects located in rural areas with population equal to or less than
200,000, and directs that not more than 50 percent of the funds provided for BUILD Transportation grants (or $450 million) shall be used for projects located in urbanized areas with a population of more than 200,000. Further, DOT must take measures to ensure an equitable geographic distribution of grant funds, an appropriate balance in addressing the needs of urban and rural areas, and investment in a variety of transportation modes.

4. Availability of Funds

The FY 2019 Appropriations Act requires that FY 2019 BUILD Transportation grants funds are available for obligation only through September 30, 2021. Obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements. Unless authorized by the Department in writing after the Department’s announcement of FY 2019 BUILD awards, any costs incurred prior to the Department’s obligation of funds for a project are ineligible for reimbursement.1 All FY 2019 BUILD funds must be expended (the grant obligation must be liquidated or actually paid out to the grantee) by September 30, 2026. After this date, unliquidated funds are no longer available to the project. As part of the review and selection process described in Section E.2., DOT will consider a project’s likelihood of being ready to proceed with an obligation of BUILD Transportation grant funds and complete liquidation of these obligations, within the statutory timelines. No waiver is possible for these deadlines.

5. Previous BUILD/TIGER Awards

Recipients of BUILD/TIGER grants may apply for funding to support additional phases of a project previously awarded funds in the BUILD/TIGER program. However, to be competitive, the applicant should demonstrate the extent to which the previously funded project phase has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project.

C. Eligibility Information

To be selected for a BUILD Transportation grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project.

1. Eligible Applicants

Eligible Applicants for BUILD Transportation grants are State, local, and tribal governments, including U.S. territories, transit agencies, port authorities, metropolitan planning organizations (MPOs), and other political subdivisions of State or local governments.

Multiple States or jurisdictions may submit a joint application and must identify a lead applicant as the primary point of contact and also identify the primary recipient of the award. Each applicant in a joint application must be an Eligible Applicant. Joint applications must include a description of the roles and responsibilities of each applicant and must be signed by each applicant.

2. Cost Sharing or Matching

Per the FY 2019 Appropriations Act, the Federal share of project costs for which an expenditure is made under the BUILD Transportation grant program may not exceed 80 percent for a project located in an urban area.2 The Secretary may increase the Federal share of costs above 80 percent for a project located in a rural area. Urban area and rural area definitions are defined in Section C.3.iii of this notice.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, or private funds. Toll credits under 23 U.S.C. 120(i) are considered a Federal source under the BUILD program and, therefore, cannot be used to satisfy the statutory cost sharing requirement of a BUILD award. Unless otherwise authorized by statute, non-Federal cost-share may not be counted as the non-Federal share for both the BUILD Transportation grant and another Federal grant program. The Department will not consider previously incurred costs or previously expended or encumbered funds towards the matching requirement for any project. Matching funds are subject to the same Federal requirements described in Section F.2., as awarded funds. If repaid from non-Federal sources, Federal credit assistance is considered non-Federal share.

3. Other

i. Eligible Projects

Eligible projects for BUILD Transportation grants are surface transportation capital projects that include, but are not limited to: (1) Highway, bridge, or other road projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, United States Code; (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); and (5) intermodal projects.3

Improvements to Federally owned facilities are ineligible under the FY 2019 BUILD program. Research, demonstration, or pilot projects are eligible only if they will result in long-term, permanent surface transportation infrastructure that has independent utility as defined in Section C.3.iii.

The FY 2019 Appropriations Act allows up to $15 million for the planning, preparation or design of eligible projects. Activities eligible for funding under BUILD Transportation planning grants are related to the planning, preparation, or design—including environmental analysis, feasibility studies, and other pre-construction activities—of surface transportation capital projects.

Applicants are strongly encouraged to submit applications only for eligible award amounts.

ii. Rural/Urban Definition

For purposes of this notice, a project is designated as urban if it is located within (or on the boundary of) a Census-designated urbanized area4 that had a population greater than 200,000 in the 2010 Census.5 If a project is located outside a Census-designated urbanized area with a population greater than 200,000, it is designated as a rural project.

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1 Pre-award costs are only costs incurred directly pursuant to the negotiation and anticipation of the BUILD award where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2019 BUILD award cannot be charged to FY 2019 BUILD funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2019 BUILD award cannot be charged to FY 2019 BUILD funds.

2 To meet match requirements, the minimum total project cost for a project located in an urban area must be $6.25 million.

3 Please note that the Department may use a BUILD Transportation grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for BUILD Transportation grants to pay for the surface transportation components of these projects.

4 Updated lists of UAs are available from the Census Bureau website at http://www2.census.gov/geo/maps/dct10map/

5 See www.transportation.gov/BUILDgrants for a list of UAs.
Rural and urban definitions differ in some other DOT programs, including TIFIA.

A project located in both an urban and a rural area will be designated as urban if the majority of the project’s costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as rural if the majority of the project’s costs will be spent in rural areas.

This definition affects four aspects of the program: (1) Not more than $450 million of the funds provided for BUILD Transportation grants are to be used for projects in rural areas; (2) not more than $450 million of the funds provided for BUILD Transportation grants are to be used for projects in urban areas; (3) for a project in a rural area the minimum award is $1 million; and (4) the Secretary may increase the Federal share above 80 percent to pay for the costs of a project in a rural area.

iii. Project Components

An application may describe a project that contains more than one component, and may describe components that may be carried out by parties other than the applicant. DOT may award funds for a component, instead of the larger project, if that component (1) independently meets minimum award amounts described in Section B and all eligibility requirements described in Section C; (2) independently aligns well with the requirements and criteria specified in Section E; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility.

Independent utility means that the component will represent a transportation improvement that is usable and represents a reasonable expenditure of DOT funds even if no other improvements are made in the area, and will be ready for intended use upon completion of that component’s construction. All project components that are presented together in a single application must demonstrate a relationship or connection between them. (See Section D.2.iv. for Required Approvals).

Applicants should be aware that, depending upon the relationship between project components and applicable Federal law, DOT funding of only some project components may make other project components subject to Federal requirements as described in Section F.2.

DOT strongly encourages applicants to identify in their applications the project components that have independent utility and separately detail costs and requested BUILD Transportation grant funding for those components. If the application identifies one or more independent project components, the application should clearly identify how each independent component addresses selection criteria and produces benefits on its own, in addition to describing how the full proposal of which the independent component is a part addresses selection criteria.

iv. Application Limit

Each lead applicant may submit no more than three applications. Unrelated project components should not be bundled in a single application for the purpose of adhering to the limit. If a lead applicant submits more than three applications as the lead applicant, only the first three received will be considered.

D. Application and Submission Information

1. Address

Applications must be submitted to Grants.gov. Instructions for submitting applications can be found at www.transportation.gov/BUILDgrants along with specific instructions for the forms and attachments required for submission.

2. Content and Form of Application Submission

The application must include the Standard Form 424 (Application for Federal Assistance), cover page, and the Project Narrative. More detailed information about the Project Narrative follows. Applicants should also complete and attach to their application the “BUILD 2019 Project Information” form available at www.transportation.gov/BUILDgrants.

The Department recommends that the project narrative follow the basic outline below to address the program requirements and assist evaluators in locating relevant information.

| I. Project Description ...... | See D.2.i. |
| ii. Project Location ........ | See D.2.ii. |
| iii. Grant Funds, Sources and Uses of all Project Funding. | See D.2.iii. |
| iv. Selection Criteria ...... | See D.2.iv. and E.1.i. |
| v. Project Readiness ...... | See D.2.v. and E.1.ii. |

The project narrative should include the information necessary for the Department to determine that the project satisfies project requirements described in Sections B and C and to assess the selection criteria specified in Section E.1. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by the Department. The Department may ask any applicant to supplement data in its application but expects applications to be complete upon submission.

In addition to a detailed statement of work, detailed project schedule, and detailed project budget, the project narrative should include a table of contents, maps and graphics, as appropriate, to make the information easier to review. The Department recommends that the project narrative be prepared with standard formatting preferences (a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). The project narrative may not exceed 30 pages in length, excluding cover pages and table of contents. The only substantive portions that may exceed the 30-page limit are documents supporting assertions or conclusions made in the 30-page project narrative. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. The Department recommends using appropriately descriptive file names (e.g., “Project Narrative,” “Maps,” “Memoranda of Understanding and Letters of Support,” etc.) for all attachments. DOT recommends applications include the following sections:

i. Project Description

The first section of the application should provide a concise description of the project, the transportation challenges that it is intended to address, and how it will address those challenges. This section should discuss the project’s history, including a description of any previously completed components. The applicant may use this section to place the project into a broader context of other transportation infrastructure investments being pursued by the project sponsor, and, if applicable, how it will benefit communities in rural areas.

ii. Project Location

This section of the application should describe the project location, including a detailed geographical description of the proposed project, a map of the project’s location and connections to existing transportation infrastructure, and geospatial data describing the project location. If the project is located within the boundary of a Census-designated urbanized area, the
application should identify that urbanized area.

iii. Grant Funds, Sources and Uses of Project Funds

This section of the application should describe the project’s budget. This budget should not include any previously incurred expenses. At a minimum, it should include:

(A) Project costs;
(B) For all funds to be used for eligible project costs, the source and amount of those funds;
(C) For non-Federal funds to be used for eligible project costs, documentation of funding commitments should be referenced here and included as an appendix to the application;
(D) For Federal funds to be used for eligible project costs, the amount, nature, and source of any required non-Federal match for those funds; and
(E) A budget showing how each source of funds will be spent. The budget should show how each funding source will share in each major construction activity, and present that data in dollars and percentages.

Funding sources should be grouped into three categories: Non-Federal; BUILD; and other Federal. If the project contains individual components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget detail should sufficiently demonstrate that the project satisfies the statutory cost-sharing requirements described in Section C.2.

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a particular source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant’s control over whether it is satisfied. Similarly, if a particular source of funds is available for expenditure only during a fixed time period, the application should describe that restriction. Complete information about project funds will ensure that the Department’s expectations for award execution align with any funding restrictions unrelated to the Department, even if an award differs from the applicant’s request.

iv. Selection Criteria

This section of the application should demonstrate how the project aligns with the Criteria described in Section E.1 of this notice. The Department encourages applicants to either address each criterion or expressly state that the project does not address the criterion. Applicants are not required to follow a specific format, but the outline suggested below, which addresses each criterion separately, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application. The guidance in this section is about how the applicant should organize their application. Guidance describing how the Department will evaluate projects against the Selection Criteria is in Section E.1 of this notice. Applicants should also review that section before considering how to organize their application.

(1) Primary Selection Criteria

(a) Safety

This section of the application should describe the anticipated outcomes of the project that support the Safety criterion (described in Section E.1.i.(a) of this notice). The applicant should include information on, and to the extent possible, quantify, how the project would improve safety outcomes within the project area or wider transportation network, to include how the project will reduce the number, rate, and consequences of transportation-related accidents, serious injuries, and fatalities. If applicable, the applicant should also include information on how the project will eliminate unsafe grade crossings or contribute to preventing unintended releases of hazardous materials.

(b) State of Good Repair

This section of the application should describe how the project will contribute to a state of good repair by improving the condition or resilience of existing transportation facilities and systems (described in Section E.1.i.(b) of this notice), including the project’s current condition and how the proposed project will improve it, and any estimates of impacts on long-term cost structures or overall life-cycle costs. If the project will contribute to a state of good repair of transportation infrastructure that supports border security, the applicant should describe how.

(c) Economic Competitiveness

This section of the application should describe how the project will support the Economic Competitiveness criterion (described in Section E.1.i.(c) of this notice). The applicant should include information about expected impacts of the project on the movement of goods and people, including how the project increases the efficiency of movement and thereby reduces costs of doing business, improves local and regional freight connectivity to the national and global economy, reduces burdens of commuting, and improves overall well-being. The applicant should describe the extent to which the project contributes to the functioning and growth of the economy, including the extent to which the project addresses congestion or freight connectivity, bridges service gaps in rural areas, or promotes the expansion of private economic development including in Opportunity Zones.

(d) Environmental Sustainability

This section of the application should describe how the project addresses the environmental sustainability criterion (described in Section E.1.i.(d) of this notice). Applicants are encouraged to provide quantitative information, including baseline information that demonstrates how the project will reduce energy consumption, reduce stormwater runoff, or achieve other benefits for the environment such as brownfield redevelopment.

(e) Quality of Life

This section should describe how the project increases transportation choices for individuals, expands access to essential services for people in communities across the United States, improves connectivity for citizens to jobs, health care, and other critical destinations, particularly for rural communities, or otherwise addresses the quality of life criterion (described in Section E.1.i.(e) of this notice). If construction of the transportation project will allow concurrent installation of fiber or other broadband deployment as an essential service, the applicant should describe those activities and how they support quality of life. Unless the concurrent activities support transportation, they will not be eligible for reimbursement.

(2) Secondary Selection Criteria

(a) Innovation

This section of the application should describe innovative strategies used and the anticipated benefits of using those strategies, including those corresponding to three categories (described in Section E.1.i.(f) of this notice): (i) Innovative Technologies, (ii) Innovative Project Delivery, or (iii) Innovative Financing.
(i) Innovative Technologies

If an applicant is proposing to adopt innovative safety approaches or technology, the application should demonstrate the applicant’s capacity to implement those innovations, the applicant’s understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline.

If an applicant is proposing to deploy innovative traveler information systems or technologies as part of the surface transportation capital project, including work zone data exchanges or related data exchanges, the application should demonstrate the applicant’s capacity to implement these innovations, the applicant’s understanding of applicable data standards, and whether the proposed innovations will advance safety or other benefits during and after project completion.

If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the application should demonstrate that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the application should show that vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the application should either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

(ii) Innovative Project Delivery

If an applicant plans to use innovative approaches to project delivery or is located in a State with NEPA delegation authority, applicants should describe those project delivery methods and how they are expected to improve the efficiency of the project development or expedite project delivery.

If an applicant is proposing to use SEP–14 or SEP–15 (as described in section E.1.i.(f) of this notice) the applicant should describe that proposal. The applicant should also provide sufficient information for evaluators to confirm that the applicant’s proposal would meet the requirements of the specific experimental authority program.6

(iii) Innovative Financing

If an applicant plans to incorporate innovative funding or financing, the applicant should describe the funding or financing approach, including a description of all activities undertaken to pursue private funding or financing for the project and the outcomes of those activities.

(b) Partnership

This section of the application should include information to assess the partnership criterion (described in Section E.1.i.(g) of this notice) including a list of all project parties and other about the proposed grant recipient and other public and private parties who are involved in delivering the project. This section should also describe efforts to collaborate among stakeholders, including with the private sector.

Applications for projects involving other Federal agencies, or requiring action from other Federal agencies, should demonstrate commitment and involvement of those agencies. For example, projects involving border infrastructure should demonstrate evidence of concurrent investment from U.S. Customs and Border Patrol, U.S. Department of State, and other relevant Federal agencies; relevant port projects should demonstrate alignment with U.S. Army Corps of Engineers investment strategies.

v. Project Readiness

This section of the application should include information that, when considered with the project budget information presented elsewhere in the application, is sufficient for the Department to evaluate whether the project is reasonably expected to begin construction in a timely manner. To assist the Department’s project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections.

Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about what information applicants should provide and how the applicant should organize their application. Guidance describing how the Department will evaluate a project’s readiness is described in Section E.1.ii of this notice. Applicants should review that section when considering how to organize their application.

(a) Technical Feasibility

The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimates presented in the BUILD application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed.

(b) Project Schedule

The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (e.g., programming on the Statewide Transportation Improvement Program); start and completion of NEPA and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications and estimates; procurement; State and local approvals; project partnership and implementation agreements, including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

(1) All necessary activities will be complete to allow BUILD Transportation grant funds to be obligated sufficiently in advance of the statutory deadline (September 30, 2021 for FY 2019 funds), and that any unexpected delays will not put the funds at risk of expiring before they are obligated;

(2) the project can begin construction quickly upon obligation of grant funds.
and that those funds will be spent expeditiously once construction starts, with all funds expended by September 30, 2026; and

(3) all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no acquisition is necessary.

(c) Required Approvals

(1) Environmental Permits and Reviews. The application should demonstrate receipt (or reasonably anticipated receipt) of all environmental approvals and permits necessary for the project to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State and local requirements and completion of the NEPA process. Specifically, the application should include:

(a) Information about the NEPA status of the project. If the NEPA process is complete, an applicant should indicate the date of completion, and provide a website link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the NEPA process is underway, but not complete, the application should detail the type of NEPA review underway, where the project is in the process, and indicate the anticipated date of completion of all milestones and of the final NEPA determination. If the last agency action with respect to NEPA documents occurred more than three years before the application date, the applicant should describe why the project has been delayed and include a proposed approach for verifying and, if necessary, updating this material in accordance with applicable NEPA requirements.

(b) Information on reviews, approvals, and permits by other agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies,7 indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State or local requirements, and when such approvals are expected. Applicants should provide a website link or other reference to copies of any reviews, approvals, and permits prepared.

(c) Environmental studies or other documents, preferably through a website link, that describe in detail known project impacts, and possible mitigation for those impacts.

(d) A description of discussions with the appropriate DOT operating administration field or headquarters office regarding the project’s compliance with NEPA and other applicable Federal environmental reviews and approvals.

(e) A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

(2) State and Local Approvals. The applicant should demonstrate receipt of State and local approvals on which the project depends, such as State and local environmental and planning approvals and Statewide Transportation Improvement Program (STIP) or (Transportation Improvement Program) TIP funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

(3) Federal Transportation Requirements Affecting State and Local Planning. The planning requirements applicable to the relevant operating administration apply to all BUILD Transportation grant projects,8 including intermodal projects located at airport facilities. Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document.

To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration.

Because projects have different schedules, the construction start date for each BUILD Transportation grant must be specified in the project-specific agreements signed by relevant operating administration and the grant recipients, based on critical path items that applicants identify in the application and will be consistent with relevant State and local plans.

(d) Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, unavailability of domestically manufactured equipment, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake in order to mitigate those risks. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

8 Projects at grant obligated airports must be compatible with the FAA-approved Airport Layout Plan, as well as aeronautical surfaces associated with the landing and takeoff of aircraft at the airport. Additionally, projects at an airport: Must comply with established Sponsor Grant Assurances, including (but not limited to) requirements for non-exclusive use facilities, consultation with users, consistency with local plans including development of the area surrounding the airport, and consideration of the interest of nearby communities, among others; and must not adversely affect the continued and unhindered access of passengers to the terminal.

7 Projects that may impact protected resources such as wetlands, species habitat, cultural or historic resources require review and approval by Federal and State agencies with jurisdiction over those resources.

8 Under 23 U.S.C. 134 and 135, all projects requiring an action by FHWA must be in the applicable program and planning documents (e.g., metropolitan transportation plan, transportation improvement program (TIP) and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, projects of significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a BUILD Transportation grant until it is included in such plans. Plans that do not currently include the awarded BUILD project can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPS, and TIPS will not need to be included in such plans in order to receive a BUILD Transportation grant. Port, freight rail, and intermodal projects are not required to be on the State Rail Plans called for in the Passenger Rail Investment and Improvement Act of 2008, or in a State Freight Plan as described in the FAST Act. However, applicants seeking funding for freight projects are encouraged to demonstrate that they have done due diligence to ensure that projects fit into a prioritized list of capital needs and are consistent with long-range goals. Means of demonstrating this consistency would include whether the project is in a TIP or a State Freight Plan that conforms to the requirements 49 U.S.C. 70202 prior to the start of construction. Port planning guidelines are available at StrongPorts.gov.
If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing their project.

To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information at www.transportation.gov/BUILDgrants, for information on the pre-requisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

BUILD Transportation planning grant applicants should describe their capacity to successfully implement the proposed activities in a timely manner.

vi. Benefit Cost Analysis

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the Project Narrative. The results of the analysis should be summarized in the Project Narrative directly, as described in Section D.2.

The appendix should provide present value estimates of a project’s benefits and costs relative to a no-build baseline. To calculate present values, applicants should apply a real discount rate (i.e., the discount rate net of the inflation rate) of 7 percent per year to the project’s streams of benefits and costs. The purpose of the BCA is to enable the Department to evaluate the project’s cost-effectiveness by estimating a benefit-cost ratio and calculating the magnitude of net benefits for the project.

The primary economic benefits from projects eligible for BUILD Transportation grants are likely to include savings in travel time costs, vehicle or terminal operating costs, and safety costs for both existing users of the improved facility and new users who may be attracted to it as a result of the project. Reduced damages from vehicle emissions and savings in maintenance costs to public agencies may also be quantified. Applicants may describe other categories of benefits in the BCA that are more difficult to quantify and value in economic terms, such as improving the reliability of travel times or improvements to the existing human and natural environments (such as increased connectivity, improved public health, storm water runoff mitigation, and noise reduction), while also providing numerical estimates of the magnitude and timing of each of these additional impacts wherever possible. Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project.

The BCA should include the full costs of developing, constructing, operating, and maintaining the proposed project, as well as the expected timing or schedule for costs in each of these categories. The BCA may also consider the present discounted value of any remaining service life of the asset at the end of the analysis period. The costs and benefits that are compared in the BCA should also cover the same project scope.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. Applicants should provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by DOT evaluators. Detailed guidance for estimating some types of qualitative benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, are available in the Department’s guidance for conducting BCAs for projects seeking funding under the BUILD Transportation grant program (see www.transportation.gov/BUILDgrants/additional-guidance).

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant must: (1) Be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. The Department may not make a BUILD Transportation grant to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make a BUILD Transportation grant, the Department will determine that the applicant is not qualified to receive a BUILD Transportation grant and use that determination as a basis for making a BUILD Transportation grant to another applicant.

4. Submission Dates and Times

i. Deadline

Applications must be submitted by 8:00 p.m. E.D.T. on July 15, 2019.

To submit an application through Grants.gov, applicants must:

1. Obtain a Data Universal Numbering System (DUNS) number;
2. Register with the System for Award Management (SAM) at www.SAM.gov;
3. Create a Grants.gov username and password; and
4. The E-Business Point of Contact (POC) at the applicant’s organization must respond to the registration email from Grants.gov and login at Grants.gov to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization.

Please note that the Grants.gov registration process usually takes 2–4 weeks to complete and that the Department will not consider late applications that are the result of failure to register or comply with Grants.gov applicant requirements in a timely manner. For information and instruction on each of these processes, please see instructions at http://www.grants.gov/web/grants/applicants/applicant-faqs.html. If applicants experience difficulties at any point during the registration or application process, please call the Grants.gov Customer Service Support Hotline at 1(800) 518-4726, Monday-Friday from 7:00 a.m. to 9:00 p.m. EST.

ii. Consideration of Applications:

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

iii. Late Applications

Applicants experiencing technical issues with Grants.gov that are beyond the applicant’s control must contact BUILDgrants@dot.gov prior to the application deadline with the user name of the registrant and details of the technical issue experienced. The applicant must provide:

1. Details of the technical issue experienced;
2. Screen capture(s) of the technical issue experienced along with corresponding Grants.gov “Grant tracking number;”
(3) The “Legal Business Name” for the applicant that was provided in the SF–424;
(4) The AOR name submitted in the SF–424;
(5) The DUNS number associated with the application; and
(6) The Grants.gov Help Desk Tracking Number

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) Failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its website; (3) failure to follow all instructions in this notice of funding opportunity; and (4) technical issues experienced with the applicant’s computer or information technology environment. After the Department reviews all information submitted and contact the Grants.gov Help Desk to validate reported technical issues, DOT staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

E. Application Review Information

1. Criteria

This section specifies the criteria that DOT will use to evaluate and award applications for BUILD Transportation grants. The criteria incorporate the statutory eligibility requirements for this program, which are specified in this notice as relevant. Projects will also be evaluated for demonstrated project readiness and benefits and costs.

i. Primary Selection Criteria

Applications that do not demonstrate a potential for moderate long-term benefits based on these criteria will not proceed in the evaluation process. DOT does not consider any selection criterion more important than the others. BUILD Transportation planning grant applications will be evaluated against the same criteria as capital grant applications. While the FY 2019 Appropriations Act allows funding solely for pre-construction activities, the Department will prioritize FY 2019 BUILD Transportation grant program funding for projects that propose to move into the construction phase within the period of obligation. Accordingly, applications for BUILD Transportation planning grants will be less competitive than capital grants.

The selection criteria, which will receive equal consideration, are:

(a) Safety

The Department will assess the project’s ability to foster a safe transportation system for the movement of goods and people. The Department will consider the projected impacts on the number, rate, and consequences of crashes, fatalities and injuries among transportation users; the project’s contribution to the elimination of highway/rail grade crossings, or the project’s contribution to preventing unintended releases of hazardous materials.

(b) State of Good Repair

The Department will assess whether and to what extent: (1) The project is consistent with relevant plans to maintain transportation facilities or systems in a state of good repair and address current and projected vulnerabilities; (2) if left unimproved, the poor condition of the asset will threaten future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth; (3) the project is appropriately capitalized up front and uses asset management approaches that optimize its long-term cost structure; (4) a sustainable source of revenue is available for operations and maintenance of the project and the project will reduce overall life-cycle costs; (5) the project will maintain or improve transportation infrastructure that supports border security functions; and (6) the project includes a plan to maintain the transportation infrastructure in a state of good repair. The Department will prioritize projects that ensure the good condition of transportation infrastructure, including rural transportation infrastructure, that support commerce and economic growth.

(c) Economic Competitiveness

The Department will assess whether the project will (1) decrease transportation costs and improve access, especially for rural communities or communities in Opportunity Zones,

(d) Environmental Sustainability

The Department will consider the extent to which the project improves energy efficiency, reduces dependence on oil, reduces congestion-related emissions, improves water quality, avoids and mitigates environmental impacts and otherwise benefits the environment, including through alternative right of way uses demonstrating innovative ways to improve or streamline environmental reviews while maintaining the same outcomes. The Department will assess the project’s ability to: (i) reduce energy use and air or water pollution through congestion mitigation strategies; (ii) avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; or (iii) provide environmental benefits, such as brownfield redevelopment, ground water recharge in areas of water scarcity, wetlands creation or improved habitat connectivity, and stormwater mitigation.

(e) Quality of Life

The Department will consider the extent to which the project: (i) Increases transportation choices for individuals to provide more freedom on transportation decisions; (ii) expands access to essential services for communities across the United States, particularly for rural communities; or (iii) improves connectivity for citizens to jobs, health care, and other critical destinations, particularly for rural communities. Americans living in rural areas and on Tribal lands continue to disproportionately lack access and connectivity, and the Department will consider whether and the extent to which the construction of the transportation project will allow concurrent installation of fiber or other broadband deployment as an essential service.

ii. Secondary Selection Criteria

(a) Innovation

The Department will assess the extent to which the applicant uses innovative strategies, including: (i) Innovative technologies, (ii) innovative project delivery, or (iii) innovative financing.
(i) Innovative Technologies

DOT will assess innovative approaches to transportation safety, particularly in relation to automated vehicles and the detection, mitigation, and documentation of safety risks. When making BUILD Transportation grant award decisions, the Department will consider any innovative safety approaches proposed by the applicant, particularly projects which incorporate innovative design solutions, enhance the environment for automated vehicles, or use technology to improve the detection, mitigation, and documentation of safety risks. Innovative safety approaches may include, but are not limited to:

- Conflict detection and mitigation technologies (e.g., intersection alerts and signal prioritization);
- Dynamic signaling, smart traffic signals, or pricing systems to reduce congestion;
- Traveler information systems, to include work zone data exchanges;
- Signage and design features that facilitate autonomous or semi-autonomous vehicle technologies;
- Applications to automatically capture and report safety-related issues (e.g., identifying and documenting near-miss incidents); and
- Cybersecurity elements to protect safety-critical systems.

For innovative safety proposals, the Department will evaluate safety benefits that those approaches could produce and the broader applicability of the potential results. DOT will also assess the extent to which the project uses innovative technology that supports surface transportation to significantly enhance the operational performance of the transportation system.

Innovative technologies include:

Broadband deployment and the installation of high-speed networks concurrent with the project construction; connecting Intelligent Transportation System (ITS) infrastructure; and providing direct fiber connections that support surface transportation to public and private entities, which can provide a platform and catalyst for growth of rural communities. The Department will consider whether and the extent to which the construction of the transportation project will allow concurrent broadband deployment and the installation of high-speed networks.

(ii) Innovative Project Delivery

DOT will consider the extent to which the project utilizes innovative practices in contracting (such as public-private partnerships), congestion management, asset management, or long-term operations and maintenance.

The Department also seeks projects that employ innovative approaches to improve the efficiency and effectiveness of the environmental permitting and review to accelerate project delivery and achieve improved outcomes for communities and the environment. The Department’s objective is to achieve timely and consistent environmental review and permit decisions. Accordingly, projects from States with NEPA assignment authority under 23 U.S.C. 327 are considered to use an innovative approach to project delivery. Participation in innovative project delivery approaches will not remove any statutory requirements affecting project delivery.

While BUILD Transportation grant award recipients are not required to employ innovative approaches, the Department encourages BUILD Transportation grant applicants to describe innovative project delivery methods for proposed projects.

Additionally, DOT is interested in projects that apply innovative strategies to improve the efficiency of project development or expedite project delivery by using FHWA’s Special Experimental Project No. 14 (SEP–14) and Special Experimental Project No. 15 (SEP–15). Under SEP–14 and SEP–15, FHWA may waive statutory and regulatory requirements under title 23 on a project-by-project basis to explore innovative processes that could be adopted through legislation. This experimental authority is available to test changes that would improve the efficiency of project delivery in a manner that is consistent with the purposes underlying existing requirements; it is not available to frustrate the purposes of existing requirements.

When making BUILD Transportation grant award decisions, the Department will consider the applicant’s proposals to use SEP–14 or SEP–15, whether the proposals are consistent with the objectives and requirements of those programs, the potential benefits that experimental authorities or waivers might provide to the project, and the broader applicability of potential results. The Department is not replacing the application processes for SEP–14 or SEP–15 with this notice or the BUILD Transportation grant program application. Instead, it seeks detailed expressions of interest in those programs. If selected for an BUILD Transportation grant award, the applicant would need to complete the appropriate application processes. Selection for a BUILD Transportation grant award does not mean a project’s SEP–14 or SEP–15 proposal has been approved. The Department will make a separate determination in accordance with those programs’ processes on the appropriateness of a waiver.

(iii) Innovative Financing

DOT will assess the extent to which the project incorporates innovations in transportation funding and finance through both traditional and innovative means, including by using private sector funding or financing and recycled revenue from the competitive sale or lease of publicly owned or operated assets.

(b) Partnership

The Department will consider the extent to which projects demonstrate strong collaboration among a broad range of stakeholders. Projects with strong partnerships typically involve multiple partners in project development and funding, such as State and local governments, other public entities, and private or nonprofit entities. DOT will consider applicants that partner with State, local, or private entities for the completion and operation of transportation infrastructure to have strong partnership. DOT will also assess the extent to which the project application demonstrates collaboration among neighboring or regional jurisdictions to achieve local or regional benefits. In the context of public-private partnerships, DOT will assess the extent to which partners are encouraged to ensure long-term asset performance, such as through pay-for-success approaches.

DOT will also consider the extent to which projects include partnerships that bring together diverse transportation agencies or are supported, financially or otherwise, by other stakeholders that are pursuing similar objectives. For example, DOT will consider the extent to which transportation projects are coordinated with economic development, housing, water and waste infrastructure, power and electric infrastructure, broadband and land use plans and policies or other public service efforts.

ii. Demonstrated Project Readiness

During application evaluation, the Department may consider project readiness to assess the likelihood of a successful project. In that analysis, the Department will consider significant risks to a successful project, including risks associated with environmental review, permitting,
technical feasibility, funding, and the applicant’s capacity to manage project delivery. Risks do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies. A project with mitigated risks or with a risk mitigation plan is more competitive than a comparable project with unaddressed risks.

iii. Project Costs and Benefits

The Department may consider the costs and benefits of projects seeking BUILD Transportation grant funding. To the extent possible, the Department will rely on quantitative, data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project’s estimated benefit-cost ratio and net quantifiable benefits based on the applicant-supplied BCA described in Section D.2.vi.

iv. Additional Considerations

The FY 2019 Appropriations Act requires the Department to consider contributions to geographic diversity among recipients, including the need for a balance between the needs of rural and urban communities when selecting BUILD Transportation grant awards.

2. Review and Selection Process

DOT reviews all eligible applications received by the deadline. The BUILD Transportation grants review and selection process consists of at least Technical Review and Senior Review. In the Technical Review, teams comprising staff from the Office of the Secretary (OST) and operating administrations review all eligible applications and rate projects based on how well the projects align with the selection criteria. The Senior Review Team, which includes senior leadership from OST and the operating administrations, determines which projects to advance to the Secretary as Highly Rated. The FY 2019 Appropriations Act mandated BUILD Transportation grant awards by November 12, 2019. The Secretary selects from the Highly Rated projects for final awards.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.205. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notice

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects at www.transportation.gov/BUILDgrants. Notice of selection is not authorization to begin performance. Following that announcement, the relevant operating administration will contact the point of contact listed in the SF 424 to initiate negotiation of the grant agreement for authorization.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by DOT at 2 CFR part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with BUILD Transportation Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds. Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive BUILD Transportation grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT’s other highway, transit, rail, and port grant programs. In particular, Executive Order 13858 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grantees must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project BUILD Transportation grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Vehicle Safety Regulations, or vehicles that are exempt from Federal Motor Carrier Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 CFR apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a BUILD Transportation grant project administered by the FHWA, please see https://ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2016_gr_exhbt/index.htm.

For BUILD Transportation projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with BUILD Transportation grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, FRA requirements described in 49 U.S.C. Subtitle V, Part C apply.
For each project that receives a BUILD Transportation grant award, the terms of the award will require the recipient to complete the project using at least the level of non-Federal funding that was specified in the application. If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for increasing the non-Federal contribution. If the actual costs of the project are less than the costs estimated in the application, DOT will generally reduce the Federal contribution.

3. Reporting

i. Progress Reporting on Grant Activities

Each applicant selected for BUILD Transportation grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the BUILD Transportation grant program.

ii. System Performance Reporting

Each applicant selected for BUILD Transportation grant funding must collect and report to the DOT information on the project’s performance. The specific performance information and reporting time period will be determined on a project-by-project basis. Performance indicators will not include formal goals or targets, but will include observed measures under baseline (pre-project) as well as post-implementation outcomes, and will be used to evaluate and compare projects and monitor the results that grant funds achieve to the intended long-term outcomes of the BUILD Transportation grant program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in Section E.

Performance reporting continues for several years after project construction is completed, and DOT does not provide BUILD Transportation grant funding specifically for performance reporting.

iii. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

G. Federal Awarding Agency Contacts

For further information concerning this notice please contact the BUILD Transportation grant program staff via email at BUILDgrants@dot.gov, or call Howard Hill at 202–366–0301. A TDD is available for individuals who are deaf or hard of hearing at 202–366–3993. In addition, DOT will post answers to questions and requests for clarifications on DOT’s website at www.transportation.gov/BUILDgrants. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the BUILD Transportation grant selection and award process upon request.

H. Other information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) State on the cover of that document that it “Contains Confidential Business Information (CBI)”; (2) mark each page that contains confidential information with “CBI”; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H.1, the Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.

3. Department Feedback on Applications

The Department strives to provide as much information as possible to assist applicants with the application process. The Department will not review applications in advance, but Department staff are available for technical questions and assistance. To efficiently use Department resources, the Department will prioritize interactions with applicants who have not already received a debrief on their FY 2018 BUILD Transportation grant application. Program staff will address questions to BUILDgrants@dot.gov throughout the application period. Department staff will make reasonable efforts to schedule meetings on projects through May 31, 2019. After that date, Department staff will schedule meetings only to the extent possible and consistent with timely completion of other activities.


Elaine L. Chao,
Secretary.

[FR Doc. 2019–08137 Filed 4–22–19; 8:45 am]
Title: Discussion and Consideration of Resolution No. 2019-26 Authorizing NCRTD Staff to Collaborate with Santa Clara Pueblo in Applying for Tribal Transit Program Discretionary Program to Purchase a Replacement Vehicle.

Prepared By: Michael Valverde, Transit Planner

Summary: On May 10, 2019 the Federal Transit Administration (FTA) published a Notice of Funding Opportunity (NOFO) for its current round of Tribal Transit Program (TTP) Discretionary funding program. The program provides funding opportunities for a variety of transit initiatives including new operations, planning and capital.

Background: Annually, FTA provides two funding opportunities specific to Tribal entities and transit: TTP Formula and TTP Discretionary. Formula funds are allocated as a result of NTD reporting, are formula-based, and are employed predominately to fund ongoing transit operations. Eligible projects through the TTP Discretionary source are new transit services, planning for future services and capital purchase. TTP Discretionary awards are entirely subjective and FTA determines the allocation.

Replacement vehicle purchase is an eligible project for TTP Discretionary funding. It is anticipated that the vehicle that is currently allocated to the Riverside route will have fulfilled its useful life and will be up for replacement by the time of award. In the event that TTP Discretionary funds are awarded and a replacement vehicle is purchased with said award, the vehicle would be used by NCRTD to provide service until its useful life is expended, at which time the vehicle would then be returned to the Pueblo as the actual owner.

Recommended Action: Staff recommends collaboration with Santa Clara Pueblo to submit for vehicle replacement through TTP Discretionary funding. As Santa Clara Pueblo is the eligible applicant (and therefore will be the official submitter) through this particular funding source, it is necessary and beneficial to collaborate on the submittal of an application. Utilizing TTP
Discretionary funds will further diversify NCRTD’s funding sources and will provide an alternate capital replacement option.

Upon award, NCRTD and Santa Clara Pueblo would enter into a MOA that implements the grant funding and expenditure.

**Options/Alternatives:**
- Take no action, (not recommended);
- Direct Staff to collaborate with Santa Clara Pueblo to create and submit an application to fund a replacement vehicle purchase (recommended);
- Direct Staff to not collaborate with Santa Clara Pueblo on an application for Tribal Transit Discretionary funds for a replacement vehicle (not recommended).

**Fiscal Impact:** It is anticipated that the replacement vehicle will be a 14-passenger vehicle equipped with standard NCRTD equipment including a wheelchair lift and a bike rack. The cost is estimated to be approximately $140,000.

TTP Discretionary program does require a 10% local match. NCRTD, on behalf of its member, Santa Clara Pueblo, is committed to providing the 10% local match in the event that TTP is awarded. The 10% match is estimated to be $14,000.

**Attachments:**
- Resolution 2019-26
- FFY2019 TTP (Discretionary) NOFO (Notice of Funding Opportunity)
North Central Regional Transit District (NCRTD)

Resolution No. 2019-26

A RESOLUTION AUTHORIZING NORTH CENTRAL REGIONAL TRANSIT DISTRICT STAFF TO COLLABORATE WITH SANTA CLARA PUEBLO IN APPLYING FOR FFY2019 TRIBAL TRANSIT PROGRAM DISCRETIONARY FUNDING TO PURCHASE A REPLACEMENT VEHICLE

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD is authorized to exercise cooperative powers pursuant to NMSA 1978, Section 73-25-12 "regarding the financing, construction, operation or maintenance of a specified regional transit system"; and

WHEREAS, the NCRTD has as a stated goal that it should participate in partnerships and regional collaboration on transit service needs and investments by establishing stronger working relationships with local municipalities, tribes, and government agencies (Long Range Strategic Plan Objective 4.2); and

WHEREAS, the NCRTD can fulfill this goal by cooperating with Santa Clara Pueblo in applying for and potentially implementing projects using Tribal Transit Program Discretionary funds to fund a replacement vehicle; and

WHEREAS, in furtherance of the NCRTD's goals and for the benefit of the NCRTD, Santa Clara Pueblo, and the travelling public, the NCRTD is committed to providing the necessary ten percent (10%) local match of the estimated $140,000.00 total project cost in the amount of $14,000.00.

NOW, THEREFORE, BE IT RESOLVED the NCRTD Commitments to provide a local match not to exceed $14,000.00 for Tribal Transit Program, Discretionary Program funding (if awarded) to purchase a replacement bus.
PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th DAY OF JUNE, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
soliciting comments on the following collection of information was published on March 4, 2019 (84 FR 7412). Title 14 Code of Federal Regulations Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that each person who intends to establish, construct, deactivate, or change the status of an airport, runway, or taxiway notify the FAA of such activity. The FAA uses the information collected to determine the effect the proposed action will have on existing airports and on the safe and efficient use of airspace by aircraft, the effects on existing airspace or contemplated traffic patterns of neighboring airports, the effects on the existing airspace structure and projected programs of the FAA, and the effects that existing or proposed manmade objects (on file with the FAA) and natural objects within the affected area will have on the airport proposal. This information also updates aeronautical charts and maps airports having emergency landing or landmark values. The FAA collects this information via online reporting tool available on the FAA website (FAA Form 7480–1).

Respondents: Approximately 350 applicants.

Frequency: Information is collected on occasion.

Estimated Average Burden per Response: 1 hour.

Estimated Total Annual Burden: 350 hours.

Issued in Washington, DC, on May 6, 2019.

Raymond Zee,
Civil Engineer, Airport Engineering Division, Office of Airport Safety and Standards.

[FR Doc. 2019–09636 Filed 5–9–19; 8:45 am]
BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2019 Competitive Funding Opportunity: Public Transportation on Indian Reservations Program; Tribal Transit Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of Funding Opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the availability of approximately $5 million in funding, subject to the availability of appropriations, for the Public Transportation on Indian Reservations Program (Tribal Transit Program). This notice is a national solicitation for project proposals and includes the selection criteria and program eligibility information for Fiscal Year (FY) 2019 projects. FTA may fund the program for more or less than the full year appropriation when made available, and may include other funding if available from other fiscal years toward project proposals received in response to this Notice of Funding Opportunity (NOFO).

This announcement is available on the FTA website at: http://www.transit.dot.gov. Additionally, a synopsis of the funding opportunity, FTA–2019–004–TPM–TRTR, will be posted in the FIND module of the government-wide electronic grants website at http://www.grants.gov. The program is located in the Catalog of Federal Domestic Assistance (CFDA) under 20.500.

DATES: Complete proposals for the Tribal Transit Program announced in this Notice must be submitted by 11:59 p.m. EDT on July 9, 2019. All proposals must be submitted electronically through the GRANTS.GOV APPLY function. Any applicant intending to apply should initiate the process of registering on the GRANTS.GOV site immediately to ensure completion of registration before the submission deadline. Instructions for applying can be found on FTA’s website at http://www.transit.dot.gov and in the FIND module of GRANTS.GOV. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT: Contact the appropriate FTA Regional Office at http://www.transit.dot.gov for proposal-specific information and issues. For general program information, contact Jasmine Clemons, Office of Program Management, (202) 366–2343, email: jasmine.clemons@dot.gov. A TDD is available at 1–800–877–8339 (TDD/ FIRS).

SUPPLEMENTARY INFORMATION:

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B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review
F. Federal Award Administration
G. Federal Awarding Agency Contacts

Appendix A: Registering in SAM and Grants.gov

A. Program Description

The Tribal Transit Program is authorized by Federal Public Transit law at 49 U.S.C. 5311(c)(1)(A), contingent on full appropriations. The program authorizes grants “under such terms and conditions as may be established by the Secretary” to Indian tribes for any purpose eligible under FTA’s Formula Grants for Rural Areas Program, 49 U.S.C. 5311. Tribes may apply for this funding directly.

The primary purpose of these competitively selected grants is to support planning, capital, and, in limited circumstances, operating assistance for tribal public transit services. Funds distributed to Indian tribes under the Tribal Transit Program should NOT replace or reduce funds that Indian tribes receive from States through FTA’s Formula Grants for Rural Areas Program. Specific project eligibility under this competitive allocation is described in Section C of this notice.

B. Federal Award Information

Five million dollars is authorized for the Tribal Transit Program competitive allocation in FY 2019 to projects selected pursuant to the process described in the following sections. Federal awards under this competitive program will be in the form of grants. Additionally, there is a $25,000 cap on planning grant awards, and FTA has the discretion to cap capital and operating awards.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include federally recognized Indian tribes or Alaska Native villages, groups, or communities as identified by the U.S. Department of the Interior (DOI) Bureau of Indian Affairs (BIA). As evidence of Federal recognition, an Indian tribe may submit a copy of the most up-to-date Federal Register notice published by BIA: Entities Recognized and Eligible to Receive Service from the United States Bureau of Indian Affairs. To be an eligible recipient, an Indian tribe must have the requisite legal, financial, and technical capabilities to receive and administer Federal funds under this program. Additionally, applicants must be located and provide service in a rural area with a population of 50,000 or less. A service area can include some portions of urban areas, as long as the tribal transit service begins in and serves rural areas. An applicant must be registered in the System for Award Management (SAM) database and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by FTA.

2. Cost Sharing or Matching

There is a 90 percent Federal share for projects selected under the Tribal Transit Program competitive program, unless the Indian tribe can demonstrate
a financial hardship in its application. FTA is interested in the Indian tribe’s financial commitment to the proposed project; thus, the proposal should include a description of the Indian tribe’s financial commitment. Tribes may use any eligible local match under Chapter 53.

3. Eligible Projects
Eligible projects include public transportation planning and capital expenses. Operating projects are eligible in limited circumstances. In FY 2019, FTA will only consider operating assistance requests from tribes without existing transit service, or those tribes who received a Tribal Transit Program formula allocation of less than $20,000.

Public transportation includes regular, continuing shared-ride surface transportation services open to the public or open to a segment of the public defined by age, disability, or low income. FTA will award grants to eligible Indian tribes located in rural areas. Applicants may submit one proposal for each project or one proposal containing multiple projects. Specific types of projects include: Capital projects for start-ups, replacement, or expansion needs; operating assistance for start-ups; and planning projects up to $25,000. Indian tribes applying for capital replacement or expansion needs must demonstrate a sustainable source of operating funds for existing or expanded services.

D. Application and Submission Information

1. Address To Request Application Package
A complete proposal submission will consist of at least two files: (1) The SF 424 Mandatory form (downloaded from GRANTS.GOV) and (2) the Tribal Transit supplemental form found on the FTA website at http://www.transit.dot.gov. The Tribal Transit supplemental form provides guidance and a consistent format for applicants to respond to the criteria outlined in this NOFO.

2. Content and Form of Application Submission
(i) Proposal Submission
A complete proposal submission will consist of at least two files: (1) The SF 424 Mandatory form (downloaded from GRANTS.GOV); and (2) the Tribal Transit supplemental form found on the FTA website at http://www.transit.dot.gov. The applicant must place the supplemental form in the attachments section of the SF 424 Mandatory form. Applicants must use the supplemental form designated for the Tribal Transit Program and attach the form to their submission in GRANTS.GOV to complete the application process. A proposal submission may include additional supporting documentation as attachments. Within 48 hours after submitting an electronic application, the applicant should receive two email messages from GRANTS.GOV: (1) Confirmation of successful transmission to GRANTS.GOV and (2) confirmation of successful validation by GRANTS.GOV. If the applicant does not receive confirmations of successful validation or instead receives a notice of failed validation or incomplete materials, the applicant must address the reason(s) for the failed validation or incomplete materials, as described in the notice, and resubmit the proposal before the submission deadline. If making a resubmission for any reason, the applicant must include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

Complete instructions on the application process can be found at http://www.transit.dot.gov. Important: FTA urges applicants to submit their project proposals at least 72 hours prior to the due date to allow time to receive the validation message and to correct any problems that may have caused a rejection notification. FTA will not accept submissions after the stated submission deadline. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV website at http://www.GRANTS.GOV. The deadline will not be extended due to scheduled maintenance or outages.

Applicants are encouraged to begin the process of registration on the GRANTS.GOV site well in advance of the submission deadline. Registration is a multi-step process which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the SAM is renewed annually; and (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in GRANTS.GOV by the AOR to make submissions. Instructions on the GRANTS.GOV registration process are provided in the Appendix.

Applicants may submit one proposal for each project or one proposal containing multiple projects. Applicants submitting multiple projects in one proposal must be sure to clearly define each project by completing a supplemental form for each project. Additional supplemental forms must be added within the proposal by clicking the ‘add project’ button in Section II of the supplemental form.

Information such as applicant name, Federal amount requested, description of areas served, and other information may be requested in varying degrees of detail on both the SF 424 form and supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

(ii) Application Content
The SF 424 Mandatory Form and the Supplemental Form will prompt applicants for the required information, including:

a. Name of federally recognized tribe and, if appropriate, the specific tribal agency submitting the application.

b. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number if available. (Note: If selected, applicant will be required to provide DUNS number prior to grant award).

c. Contact information including: Contact name, title, address, fax and phone number, email address if available.

d. Description of public transportation services, including areas currently served by the tribe, if any.

e. Name of person(s) authorized to apply on applicant’s behalf must accompany the proposal (attach a signed transmittal letter).

f. Complete Project Description: Indicate the category for which funding is requested (i.e., project type: Capital, operating, or planning), and then indicate the project purpose (i.e., start-up, expansion, or replacement). Describe the proposed project and what it will accomplish (e.g., number and type of vehicles, routes, service area, schedules, type of services, fixed route or demand responsive, safety aspects), route miles (if fixed route), ridership numbers expected (actual or an existing system, estimated if a new system), major origins and destinations, population served, and whether the tribe provides the service directly, contracts for services, and note vehicle maintenance plans.

g. Project Timeline: Include significant milestones such as date of contract for purchase of vehicle(s), actual or expected delivery date of
vehicles; facility project phases (e.g., NEPA compliance, design, construction); or dates for completion of planning studies. If applying for operational funding for new services, indicate the period of time that funds would be used to operate the system (e.g., one year). This section should also include any needed timelines for tribal council project approvals, if applicable.

h. Budget: Provide a detailed budget for each proposed purpose, noting the Federal amount requested and any additional funds that will be used. An Indian tribe may use up to fifteen percent (if necessary, add as an attachment) of the total amount requested/awarded. Indian tribes must also provide their annual operating budget as an attachment or under the Financial Commitment and Operating budget section of the supplemental form.

1. Technical, Legal, Financial Capacity: Applicants must be able to demonstrate adequate technical, legal, and financial capacity to be considered for funding. Every proposal MUST describe this capacity to implement the proposed project.

1. Technical Capacity: Provide examples of management of other Federal projects, including previously funded FTA projects and/or similar types of projects for which funding is being requested. Describe the resources available to implement the proposed transit project.

2. Legal Capacity: Provide documentation or other evidence to demonstrate status as a federally recognized Indian tribe. Further, demonstrate evidence of an authorized representative with authority to bind the applicant and execute legal agreements with FTA. If applying for capital or operating funds, identify whether appropriate Federal or State operating authority exists.

3. Financial Capacity: Provide documentation or other evidence demonstrating current adequate financial systems to receive and manage a Federal grant. Fully describe: (1) All financial systems and controls; (2) other sources of funds currently managed; and (3) the long-term financial capacity to maintain the proposed or existing transit services.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant: (1) Is an individual; (2) is excepted from the requirements under 2 CFR 25.110(b) or (c); or (3) has an exception approved by FTA under 2 CFR 25.110(d). FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. SAM registration takes approximately 3–5 business days, but FTA recommends allowing ample time, up to several weeks, for completion of all steps.

Step 1: Obtain DUNS Number

If requested by phone (1–866–705–5711), DUNS is provided immediately. If your organization does not have one, you will need to go to the Dun & Bradstreet website at http://fedgov.dnb.com/webform to obtain the number.

Step 2: Register with SAM

Registration may take three to five business days or up to two weeks. If you already have a Taxpayer Identification Number (TIN), your SAM registration will take three to five business days to process. If you are applying for an Employer Identification Number (EIN) please allow up to two weeks. Ensure that your organization is registered with the System for Award Management (SAM) at https://www.sam.gov. If your organization is not, an authorized official of your organization must register.

Step 3: Establish an Account in Grants.gov—Username & Password

Complete your Authorized Organization Representative (AOR) profile in Grants.gov and create your username and password. You will need to use your organization’s DUNS Number to complete this step. See https://apply07.grants.gov/apply/OrcRegister.

Step 4: Grants.gov—AOR Authorization

The E-Business Point of Contact (E-Biz POC) at your organization must log in to Grants.gov to confirm an Authorized Organization Representative (AOR). Please note that there can be more than one AOR for your organization. In some cases, the E-Biz POC is also the AOR for an organization.

* Time to complete depends on responsiveness of your E-Biz POC.

Step 5: Track or Status

At any time, you can track your AOR status by logging in with your username and password. Login as an Applicant (enter your username & password you obtained in Step 3).

4. Submission Dates and Times

Project proposals must be submitted electronically through GRANTS.GOV by 11:59 P.M. EDT on July 9, 2019. Mail and fax submissions will not be accepted. Proposals submitted after the deadline will not be considered under any circumstance. Applications are time and date stamped by the FTA’s Discretionary Grants System (DGS) upon successful submission.

5. Funding Restrictions

Funds must be used only for the specific purposes requested in the application. Funds under this NOFO cannot be used to reimburse projects for otherwise eligible expenses incurred prior to an FTA award under this program.

E. Application Review

1. Selection Criteria

FTA will use the following primary selection criteria when evaluating competing capital and operating assistance projects eligible under this program. Applications will be evaluated based on the quality and extent to which the following evaluation criteria are addressed.

(i.) Planning and Local/Regional Prioritization

Applications will be evaluated based on the degree to which the applicant: (1) Describes how the proposed project was developed; (2) demonstrates that a sound basis for the project exists; and (3) demonstrates that the applicant is ready to implement the project if funded. Information may vary depending upon how the planning process for the project was conducted and what is being requested. Planning and local/regional prioritization should:

a. Describe the planning document and/or the planning process conducted to identify the proposed project;

b. Provide a detailed project description, including the proposed service, vehicle and facility needs, and other pertinent characteristics of the proposed or existing service implementation;

F. Notice of Funding Opportunity Approval and Submission

The FTA Administrator will approve funding and issue a Notice of Funding Opportunity (NOFO) for the project. The FTA Administrator will notify the E-Biz POC that an award has been made.
c. Identify existing transportation services in and near the proposed service area, and document in detail whether the proposed project will provide opportunities to coordinate service with existing transit services, including human service agencies, intercity bus services, or other public transit providers;

d. Discuss the level of support by the community and/or tribal government for the proposed project;

e. Describe how the mobility and client-access needs of tribal human services agencies were considered in the planning process;

f. Describe what opportunities for public participation were provided in the planning process and how the proposed transit service or existing service has been coordinated with transportation provided for the clients of human services agencies, with intercity bus transportation in the area, or with any other rural public transit providers;

g. Describe how the proposed service complements rather than duplicates any currently available services;

h. Describe the implementation schedule for the proposed project, including time period, staffing, and procurement; and

i. Describe any other planning or coordination efforts not mentioned above.

(ii.) Project Readiness

Applications will be evaluated on the degree to which the applicant describes readiness to implement the project. The project readiness factor involves assessing whether:

a. The project is a Categorical Exclusion (CE) or the required environmental work has been initiated or completed, for construction projects requiring an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under, among others, the National Environmental Policy Act of 1969, as Amended;

b. Project implementation plans are complete, including initial design of facilities projects;

c. Project funds can be obligated and the project can be implemented quickly, if selected; and

d. The applicant demonstrates the ability to carry out the proposed project successfully.

(iii.) Demonstration of Need

Applications will be evaluated based on the degree to which the applicant identifies the need for transit resources. In addition to project-specific criteria, FTA will consider the project’s impact on service delivery and whether the project represents a one-time or periodic need that cannot reasonably be funded from FTA program formula allocations or State and/or local resources. FTA will evaluate how the proposal demonstrates the transit needs of the Indian tribe as well as how the proposed transit improvements or the new service will address identified transit needs.

Proposals should include information such as destinations and services not currently accessible by transit; needs for access to jobs or health care; safety enhancements; special needs of elders or individuals with disabilities; behavioral health care needs of youth; income-based community needs; or other mobility needs. If an applicant received a planning grant in previous fiscal years, the proposal should indicate the status of the planning study and how the proposed project relates to that study.

Applicants applying for capital expansion or replacement projects should also address the following factors in their proposal. If the proposal is for capital funding associated with an expansion or expanded service, the applicant should describe how current or growing demand for the service necessitates the expansion (and therefore, more capital) and/or the degree to how the project is addressing a current capacity constraint. Capital replacement projects should include information about the age, condition, and performance of the asset to be replaced by the proposed project and/or how the replacement may be necessary to maintain the transit system in a state of good repair.

(iv.) Demonstration of Benefits

Applicants will be evaluated based on the degree to which the applicant identifies expected or, in the case of existing service, achieved project benefits. FTA is particularly interested in how these investments will improve the quality of life for the tribe and surrounding communities in which it is located. Applicants should describe how the transportation service or capital investment will provide greater access to employment opportunities, educational centers, healthcare, or other needs that impact the quality of life for the community, as described in the program purpose above. Possible examples include: Increased or sustained ridership and daily trips; improved service; elimination of gaps in service; improved operations and coordination; increased reliability; and health care, education, and economic benefits to the community. Benefits can be demonstrated by identifying the population of tribal members and non-tribal members in the proposed project service area and estimating the number of daily one-way trips the proposed transit service will provide or the actual number of individual riders served.

Applicants are encouraged to consider qualitative and quantitative benefits to the Indian tribe and to the surrounding communities that are meaningful to them.

Using the information provided under this criterion, FTA will rate proposals based on the quality and extent to which they discuss the following four factors:

a. The project’s ability to improve transit efficiency or increase ridership;

b. Whether the project will improve or maintain mobility, or eliminate gaps in service for the Indian tribe;

c. Whether the project will improve or maintain access to important destinations and services;

d. Any other qualitative benefits, such as greater access to jobs, education, and health care services.

(v.) Financial Commitment and Operating Capacity

Applications must identify the source of local match (10 percent is required for all operating and capital projects), and any other funding sources used by the Indian tribe to support proposed transit services, including human service transportation funding, the Federal Highway Administration’s Tribal Transportation Program funding, or other FTA programs. If requesting that FTA waive the local match based on financial hardship, the applicant must submit budgets and sources of other revenue to demonstrate hardship.

FTA will review this information and notify a tribe at the time of award if the waiver is approved. If applicable, the applicant also should describe how prior year Tribal Transit Program funds were spent to date to support the service. Additionally, Indian tribes applying to operate new services should provide a sustainable funding plan that demonstrates how it intends to maintain operations.

In evaluating proposals, FTA will consider any other resources the Indian tribe will contribute to the project, including in-kind contributions, commitments of support from local businesses, donations of land or equipment, and human resources. The proposal should describe to what extent the new project or funding for existing service leverages other funding. Based upon the information provided, the proposals will be rated on the extent to which the proposal demonstrates that:

a. Tribal Transit Program funding does not replace existing funding;
b. The Indian tribe will provide non-financial support to the project;  
c. The Indian tribe is able to demonstrate a sustainable funding plan; and  
d. Project funds are used in coordination with other services for efficient utilization of funds.

(vi.) Evaluation Criteria for Planning Proposals

For planning grants, the proposal must describe the need for and a general scope of the proposed study. Applications will be evaluated based on the degree to which the applicant addresses the following:

a. The tribe’s long-term commitment to transit; and  
b. The method used to implement the proposed study and/or further tribal transit.

2. Review and Selection Process

An FTA technical evaluation committee will review proposals under the project evaluation criteria. Members of the technical evaluation committee and other involved FTA staff reserve the right to screen the applications, and seek clarification about any statement in an application. After consideration of the findings of the technical evaluation committee, the FTA Administrator will determine the final selection and amount of funding for each project.

Geographic diversity and the applicant’s receipt and management of other Federal transit funds may be considered in FTA’s award decisions. After applying the above preferences, the FTA Administrator will consider the following key Departmental objectives:

(A) Supporting economic vitality at the national and regional level;
(B) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;
(C) Accounting for the life-cycle costs of the project to promote the state of good repair;
(D) Using innovative approaches to improve safety and expedite project delivery; and;
(E) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.

F. Federal Award Administration

1. Federal Award Notice

FTA will publish a list of the selected projects, including Federal dollar amounts and award recipients, on FTA’s website. Project recipients should contact their FTA Regional Offices and tribal liaison for information about setting up grants in FTA’s Transit Award Management System (TrAMS).

2. Award Administration

Successful proposals will be awarded through FTA’s TrAMS as grant agreements. The appropriate FTA Regional Office and tribal liaison will manage project agreements.

3. Administrative and National Policy Requirements

Except as otherwise provided in this NOFO, Tribal Transit Program grants are subject to the requirements of 49 U.S.C. 5311(c)(1) as described in the latest FTA Circular 9040 for the Formula Grants for Rural Areas Program.

4. Reporting

The post-award reporting requirements include submission of the Federal Financial Report (FFR) and Milestone Progress Report in TrAMS, and FTA’s National Transit Database (NTD) reporting as appropriate (see FTA Circular 9040). Reports to TrAMS and NTD are due annually.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact Jasmine Clemons, Office of Program Management, (202) 366–2343, email: jasmine.clemons@dot.gov. A TDD is available at 1–800–877–8339 (TDD/ FIRS).

H. Other Information

This program is not subject to Executive Order 12372, “Intergovernmental Review of Federal Programs.” FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C of this Notice. Due to funding limitations, applicants that are selected for funding may receive less than the amount requested.

Additionally, to assist tribes with understanding requirements under the Tribal Transit Program, FTA has conducted Tribal Transit Technical Assistance Workshops and will continue those efforts in FY 2019. FTA has expanded its technical assistance to tribes receiving funds under this program. Through the Tribal Transit Technical Assistance Assessments Initiative, FTA collaborates with Tribal Transit Leaders to review processes and identify areas in need of improvement, and then assists to offer solutions to address these needs—all in a supportive and mutually beneficial manner that results in technical assistance. FTA has completed over fifty assessments to date and expects to conduct fifteen assessments in FY 2019. These assessments include discussions of compliance areas pursuant to the Master Agreement, a site visit, promising practices reviews, and technical assistance from FTA and its contractors.

These workshops and assessments have received exemplary feedback from Tribal Transit Leaders and provided FTA with invaluable opportunities to learn more about Tribal Transit Leaders’ perspectives and better honor the sovereignty of tribal nations.

FTA will post information about upcoming workshops to its website and will disseminate information about the assessments through its regional offices. Contact information for FTA’s regional offices can be found on FTA’s website at www.transit.dot.gov. Applicants may also receive technical assistance by contacting their FTA regional Tribal Liaison.

A list of Tribal Liaisons is available on FTA’s website at www.transit.dot.gov.

K. Jane Williams, Acting Administrator.

Appendix A

Registering in SAM and Grants.gov

Registration in Brief: Registration takes approximately three to five business days; please allow four weeks for completion of all steps.

In order to apply for a grant, you and/or your organization must first complete the registration process in Grants.gov. The registration process for an Organization or an Individual can take between three to five business days or as long as four weeks if all steps are not completed in a timely manner. So please register in Grants.gov early.

The Grants.gov registration process ensures that applicants for Federal funds have the basic prerequisites to apply for and to receive Federal funds. Applicants for FTA competitive funds must:

• Have a valid DUNS number
• Have a current registration in SAM (formerly CCR)
• Register and apply in Grants.gov

The required registration steps are described in greater detail on the Grants.gov website. The following is a link to a helpful checklist and explanations published by Grants.gov to assist applicants: Organization
REGISTRATION CHECKLIST. If you have not recently applied for Federal funds, we recommend that you initiate your search, registration, and application process with Grants.gov. Visiting the Grants.gov site will inform you of how to apply for grant opportunities, as well as assist you in linking to the other required registrations, i.e., Dun & Bradstreet to obtain a DUNS Number, and System for Award Management (SAM).

Summary of steps (these steps are available in Grants.gov during registration):

Step 1: Obtain DUNS Number
Same day. If requested by phone (1-866-705-5711), DUNS is provided immediately. If your organization does not have one, you will need to go to the Dun & Bradstreet website at http://fedgov.dnb.com/webform to obtain the number.

Step 2: Register With SAM
Three to five business days or up to two weeks. If you already have a Taxpayer Identification Number (TIN), your SAM registration will take three to five business days to process. If you are applying for an Employer Identification Number (EIN) please allow up to two weeks. Ensure that your organization is registered with the System for Award Management (SAM) at https://www.sam.gov. If your organization is not, an authorized official of your organization must register.

Step 3: Establish an Account in Grants.gov—Username & Password
Same day. Complete your Authorized Organization Representative (AOR) profile on Grants.gov and create your username and password. You will need to use your organization’s DUNS Number to complete this step. See https://apply07.grants.gov/apply/OrgRegister.

Step 4: Grants.gov—AOR Authorization
*Same day. The E-Business Point of Contact (E-Biz POC) at your organization must login to Grants.gov to confirm you as an Authorized Organization Representative (AOR). Please note that there can be more than one AOR for your organization. In some cases, the E-Biz POC is also the AOR for an organization. * Time to complete depends on responsiveness of your E-Biz POC.

* Please Note: Grants.gov gives you the option of registering as an “individual” or as an “Organization.” If you register in Grants.gov as an as an “Individual,” your “Organization” will not be allowed to use the Grants.gov username and password. To apply for grants as an Organization, you must register as an Organization and use that specific username and password issued during the “Organization” registration process.

DEPARTMENT OF TRANSPORTATION

Pipeline and Hazardous Materials Safety Administration

[Docket No. PHMSA–2018–0114; Notice No. 2019–04]

Hazardous Materials: Information Collection Activities

AGENCY: Pipeline and Hazardous Materials Safety Administration (PHMSA), Department of Transportation (DOT).

ACTION: Notice and request for comments.

SUMMARY: In accordance with the Paperwork Reduction Act of 1995, this notice announces that the Information Collection Requests (ICRs) discussed below will be forwarded to the Office of Management and Budget (OMB) for renewal and extension. These ICRs describe the nature of the information collections and their expected burdens.

A Federal Register notice with a 60-day comment period soliciting comments on these ICRs was published in the Federal Register on February 25, 2019 under Docket No. PHMSA–2018–0114 (Notice No. 2018–24). PHMSA received two comments in response to the February 25, 2019 notice. Bruce Grimm was supportive of PHMSA continuing to collect information related to subsidiary hazards under OMB control number 2137–0613. The other comment was outside the scope of this notice.

DATES: Interested persons are invited to submit comments on, or before June 10, 2019.

ADDRESSES: Send comments regarding the burden estimate, including suggestions for reducing the burden, by mail to the Office of Information and Regulatory Affairs, Office of Management and Budget, Attention: Desk Officer for DOT–PHMSA, 725 17th Street NW, Washington, DC 20503, by fax, 202–395–8066, or by email, to OIRA_Submission@omb.eop.gov. Comments should refer to the information collection by title and/or OMB Control Number.

We invite comments on: (1) Whether the proposed collection of information is necessary for the proper performance of the functions of the Department, including whether the information will have practical utility; (2) the accuracy of the Department’s estimate of the burden of the proposed information collection; (3) ways to enhance the quality, utility, and clarity of the information to be collected; and (4) ways to minimize the burden of the collection of information on respondents, including the use of automated collection techniques or other forms of information technology. Docket: For access to the dockets to read background documents or comments received, go to http://www.regulations.gov.

FOR FURTHER INFORMATION CONTACT:

SUPPLEMENTARY INFORMATION: Section 1320.8 (d), Title 5, Code of Federal Regulations requires Federal agencies to provide interested members of the public and affected agencies an opportunity to comment on information collection and recordkeeping requests. This notice identifies information collection requests that PHMSA will be submitting to OMB for renewal and extension. These information collections are contained in 49 CFR parts 110, 172, and 173 of the Hazardous Materials Regulations (HMR; 49 CFR parts 171–180). PHMSA has revised burden estimates, where appropriate, to reflect current reporting levels or adjustments based on changes in proposed or final rules published since the information collections were last approved. The following information is provided for each information collection: (1) Title of the information collection, including former title if a change is being made; (2) OMB Control Number; (3) abstract of the information collection activity; (4) description of affected persons; (5) estimate of total annual reporting and recordkeeping burden; and (6) frequency of collection. PHMSA will request a three-year term of approval for each information collection activity and, when approved by OMB, publish notice of the approvals in the Federal Register.

PHMSA requests comments on the following information collections:

Title: Radioactive (RAM) Transportation Requirements

OMB Control Number: 2137–0510.

Summary: This information collection consolidates and describes the information collection provisions in the HMR involving the transportation of radioactive materials in commerce. Information collection requirements for RAM include: Documenting testing and engineering evaluations for packages, documentation for DOT 7A packages, revalidation of foreign competent authority certifications, providing specific written instruction of exclusive use shipment controls, providing
Title: Discussion and Consideration of Resolution No. 2019-27 Adopting Amendments to the Rider Suspension Policy

Prepared By: Delilah D. Garcia, Transit Operations and Facilities Director

Summary: The NCRTD Board approved the current Rider Suspension Policy on June 1, 2012. Since that time there have been no changes or modifications to the policy. For the safety of our Transit Operators as well as the traveling public it is necessary to update the policy from time to time to provide additional clarification and direction for both staff and the traveling public related to the Rider Suspension Policy.

Background: The NCRTD Board approved the current Rider Suspension Policy on June 1, 2012. The policy was developed to provide staff with clear direction on how to address passenger related incidents that disrupt service. Since that time there have been no changes or edits to the policy.

The proposed resolution 2019-27 adopts the updates to the Rider Suspension Policy and Procedures that were most recently approved by the Board on June 1, 2012.

Additional changes include:
- Clarifying that non-alcoholic beverages can be brought on board the bus as long as they are in a sealed container.
- The addition of e-cigarettes and Medical Marijuana to the list of the No Smoking on the bus rule.
- The addition of illegal substances to the carrying of controlled substances or open alcohol containers on board the bus.
- The addition of a rule on Personal Hygiene, to include the requirement that shirts and shoes must be worn at all times, good personal hygiene should be followed, open wounds
shall be bandaged and not seeping to minimize exposure of potential bloodborne pathogens.

- Minor formatting

**Recommended Action:** It is recommended that the board consider adopting Resolution No. 2019-27 Adopting Amendments to the Rider Suspension Policy.

**Options/Alternatives:**

- Do not adopt the amendment of the Rider Suspension Policy and allow staff to address these issues on a case by case basis; or
- The Board could recommend no action at this time; or
- The Board could request that staff return with modifications to address their concerns.

**Fiscal Impact:**

None

**Attachments:**

- Resolution 2019-27
- Amended Rider Suspension Policy
North Central Regional Transit District (NCRTD)

Resolution No. 2019-27

A Resolution Adopting Amendments to the District's Rider Suspension Policy

WHEREAS, the North Central Regional Transit District (“NCRTD”) is the Regional Transit District serving the City of Española, City of Santa Fe and Rio Arriba, Santa Fe, Los Alamos, Taos counties and the Towns of Chama, Edgewood and Taos, and the Pueblos of Nambé, Ohkay Owingeh, Santa Clara, Pojoaque, Tesuque, and de San Ildefonso, known together as the District; and

WHEREAS, the NCRTD was authorized by legislative enactment of the Regional Transit District Act NMSA 1978, Section 73-25-1 et.seq., and is a sub-division of the State of New Mexico; and

WHEREAS, the District adopted a Long Range Strategic Plan (LRSP) in November of 2015, and

WHEREAS, the Long Range Strategic Plan calls for "a safe and secure transportation environment" (LRSP 1.3) "a reliable and responsive transit agency that provides great service to all customers" (LRSP 6); and

WHEREAS, in order to ensure safe and secure service with great services to all customers the District finds it necessary to impose minimum standards for rider conduct; and

WHEREAS, it is periodically necessary to suspend riders, prohibiting them from using the District's transit system, when rider conduct creates unacceptable risks or unduly impinges upon the safety, security and quality of the District's services.

NOW THEREFORE BE IT RESOLVED by the NCRTD Board that:

The attached Rider Suspension Policy, as amended, is hereby adopted.

APPROVED AND ADOPTED by the Board of Director of the North Central Regional Transit District this 14th day of June 2019.
Approved as to form:

Peter Dwyer, Counsel
1.0 PURPOSE:

The North Central Regional Transit District (NCRTD) is committed to providing quality public transportation for passengers and a safe working environment for employees. There are times when a transit customer’s behavior disrupts or endangers the health and safety of its employees or members of the public. The purpose of this policy is to provide guidance for NCRTD personnel when considering whether to suspend, remove, or refuse transit service to passengers who engage in various forms of disruptive conduct. The Executive Director may promulgate and issue administrative and operational procedures for the implementation of this policy. The terms rider, passenger and customer are variously used to describe persons who are not employees of the NCRTD that may have occasion to use NCRTD vehicles, property or services.

2.0 GOALS:

The goals of this Rider Suspension Policy are in the following order of importance:

- To ensure the safety of passengers and transit system employees;
- To protect public transportation vehicles and facilities;
- To facilitate the proper assistance needed for problematic individuals to the extent feasible and safe;
- To continue to provide courteous and consistent transportation.

3.0 CRITERIA FOR DENIAL OF SERVICE AND/OR REMOVAL FROM VEHICLE OR TRANSIT FACILITIES:

The following conduct will subject a NCRTD customer or facilities user to denial of service and/or removal from a coach and/or transit facility:

- [List of criteria]

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

SUBJECT: NCRTD Rider Suspension Policy

NUMBER: ADMIN-12

EFFECTIVE DATE: June 14, 2019

AMENDS/SUPERSEDES: As adopted by the Board of Directors on June 1, 2012

APPROVED:

ANTHONY J. MORTILLARO, EXECUTIVE DIRECTOR
3.1. Verbal or physical abuse of NCRTD employees or customers.

3.2. Destroying, defacing, stealing, or otherwise damaging property of NCRTD.

3.3. Behavior which presents a danger to the health or safety of the offending customer, other customers, or a NCRTD employee. Such behavior includes conduct which is violent, seriously disruptive, or illegal.

3.4. Urinating, defecating, vomiting, spitting, expectorating or any other inappropriate discharge of bodily fluids on transit vehicles or property.

3.5. Failure to observe posted “On-Board NCRTD Rules of The Road”. On-Board Rules of the Road include: No smoking, no unruly or disrespectful behavior, including profanity, no eating, no alcoholic beverages (non-alcoholic beverages are ok if covered by a lid or they are in a sealed container), limited use of all electronic devices (including cell phones) so as to not disturb other riders or the NCRTD Operator, and no flammable items on board or on the bike rack.

3.6. Soliciting, advertising, selling or distributing goods or services, except as authorized by NCRTD or its agents.

3.7. Sexually harassing any NCRTD employee or customer.

3.8. Indecent exposure or sexually explicit activity on NCRTD vehicles or property.

3.9. Demonstrated pattern of no-shows on the NCRTD Para transit system. The "No Show Policy" under the Americans with Disabilities Act of 1990 outlines separate procedures covering these specific actions.

3.10. Inability to care for oneself, including temporary inability due to illness or intoxication (alcohol, drugs, or other intoxicating substances), resulting in disruptive behavior which interferes with the safe and uninterrupted operation of the system. Such customers may be reseated, refused service, or removed from NCRTD vehicles or facilities at the discretion of NCRTD.

3.11. Smoking or carrying a lighted or smoldering pipe, cigar, cigarette, or e-cigarette onto a vehicle or using any tobacco, medical marijuana or other products on NCRTD properties not designated as smoking areas.

3.12. Discarding litter other than in designated receptacles.

3.13. Playing any radio, recorder, or other sound-producing equipment that does not limit sound to individual listener or interferes with communication devices by NCRTD employees or public safety officers in the line of duty; or, the use of private communication devices such as pagers or portable telephones in a similarly interfering manner.

3.14. Carrying any flammable liquid, explosive, acid or other article or material likely to cause harm to others. Persons are permitted to carry cigarette lighters or firearms and ammunition in a way that is not otherwise prohibited by law.
3.15. Intentionally obstructing or impeding the flow of transit vehicles or passenger traffic; hindering or preventing access to transit vehicles or stations; or unlawfully interfering with the provision or use of public transportation services.

3.16. Intentionally disturbing others by engaging in loud, raucous, unruly, or harassing behavior that is harmful and/or intimidating to others.

3.17. Carrying any open container of alcohol, or illegal substances, or controlled substances without a proper prescription.

3.18. Brandishing guns, knives, or other devices that are weapons or apparently capable of use as weapons.

3.19. Engaging in other conduct that is inconsistent with the intended use and purpose of the transit facility, transit stations, or transit vehicle and refusing to obey the lawful commands of an agent of the transit authority or a peace officer to cease such conduct.

3.20. Individuals using the transit system should be mindful of other passengers and their right to a clean environment. Good personal hygiene is necessary to ensure that everyone on board the bus is comfortable while being confined with others in a closed area. Therefore, all passengers are required to adhere to the guidelines set forth in this policy. Any passenger that refuses to follow the good personal hygiene policy, which includes proper bathing and wearing clean clothing, including shirts and shoes may be refused transportation services. The hygiene policy extends to service animals. Any other conduct that is prohibited by any law or any policy of the NCRTD. In addition, to good personal hygiene passengers shall ensure that open wounds are bandaged and not seeping to minimize the exposure of bloodborne pathogens to NCRTD Operators or other passengers. The hygiene policy extends to service animals.

3.21. Any other conduct that is prohibited by any law or any policy of the NCRTD.

4.0 SUSPENSION OF ADULTS:

Suspensions shall be proportionate to the severity of the conduct for which the suspension is issued. Depending on the nature and/or the severity of acts of misconduct such as vandalism, criminal activity, passenger disputes, or threats of bodily harm to the operator or passengers, NCRTD staff and management may suspended bus service for offenders at such times and to such an extent as they deem necessary to achieve the purposes set forth in this policy. Suspensions generally shall be grouped into the following categories although the Executive Director of the NCRTD has authority to vary from these categories.

4.1 ONE (1) DAY SUSPENSION:

In the case of a single incident where the actions have not occurred repeatedly and are not resolved through de-escalation attempts, NCRTD staff and management can suspend that passenger for 1 day or for the remainder of that day. Individual drivers and Transit Operators are hereby authorized to issue oral one (1) day suspensions when, in their
judgment, the terms of this policy are being violated and the severity of the violation warrants an immediate response. Drivers, operators and staff are encouraged to contact their supervisors or dispatch prior to any and all suspensions but if they cannot reach a supervisor or believe there is a risk to public safety they may issue one (1) day suspensions without supervisory approval.

4.2 SIX (6) MONTH SUSPENSION:

If a passenger’s actions have occurred repeatedly and have not been resolved through de-escalation attempts, AND law enforcement has attempted to aid in these attempts to no avail, the NCRTD Transit Operations Manager may elect to suspend that passenger for up to 6 months. When that occurs, NCRTD management will notify the individual in writing via a NCRTD Citation form of the suspension, including the term of the suspension, and the process for appeal. NCRTD shall document the reasons for the suspension, the attempts to resolve the matter prior to suspension, and the length of time of suspension. NCRTD shall make such records available to the person suspended to the extent that such records are not confidential.

4.3 INDEFINITE SUSPENSION:

The NCRTD reserves the right to suspend any passenger indefinitely if, in the NCRTD’s judgment, the passenger poses a risk of injury to themselves, the public or NCRTD employees. Such suspensions shall only be made by the Executive Director. Generally, if the passenger’s actions have not been resolved through de-escalation attempts, and/or have resulted in bodily harm to an operator or another passenger, AND law enforcement has been called to assist with the violation, the Executive Director may suspend that passenger indefinitely. The NCRTD shall notify the individual in writing of any such suspension in the same manner as prescribed above in section 4.2.

4.4 TEMPORARY SUSPENSION DURING AN INVESTIGATION:

In cases where a passenger has made an allegation of misconduct or inappropriate actions by a transit operator(s), the NCRTD may temporarily suspend services to that passenger during the investigation. Temporary suspensions are for the protection of the passenger as well as the public and shall be utilized to maintain the integrity of the NCRTD pending resolution of the investigation. Once an investigation is complete and appropriate steps have been taken to mitigate any such acts, the NCRTD shall lift the temporary suspension or impose a suspension pursuant to this policy.

5.0 SUSPENSION OF MINORS:

Suspension of minors shall follow the same guidelines as adults. However, in the case of minors the NCRTD shall provide notice to parents or legal guardians to the best of its ability.

6.0 DRIVER/OPERATOR ENFORCEMENT:

Refusing transportation to an individual or group of individuals at a bus stop or when attempting to board a bus, will be up to the judgment of the individual Transit Operator or Transit Route Supervisor. However, it is incumbent upon the NCRTD management to ensure all Transit Operators are trained on this policy and the various steps/techniques
in dealing with these types of individuals. Examples of extreme circumstances that justify refusing service include those individuals who pose a potential safety risk, passengers without shoes or shirts, seeping wounds, individuals who have soiled themselves and/or their clothing, or those who give the appearance of extreme intoxication.

6.1 **EJECTING PASSENGERS FROM VEHICLES:**

Ejecting (removing) a passenger from the bus may be justified when disruptive actions occur while the bus is in motion. Examples include extreme annoyance to other passengers, threats of violence, loud profane language, and yelling, physical altercation or conduct as described in 3.0 above. If a passenger is removed from the bus, they should be left in an area that is safe and well lighted. Transit Operators should not attempt to physically confront or forcibly remove passengers and if such steps are required the operator should contact either a supervisor, or a law enforcement officer rather than attempting to physically remove the passenger. Drivers-Transit Operators shall not eject or remove passengers from a moving vehicle and shall not compromise the health and safety of other passengers by making abrupt stops or disobeying any traffic law in order to eject a passenger.

6.2 **DETAINING PASSENGERS:**

Detaining a disruptive passenger may be necessary in order to await supervisory or law enforcement assistance. This is defined as temporarily stopping the bus route, parking the bus in a safe location, with doors open and no physical contact with the individual(s) by transit personnel. Drivers-Transit Operators shall not be required to stop their vehicle at locations other than those permitted or required on a route nor shall they be required or permitted to allow passengers to exit a moving vehicle at any time.

7.0 **APPEAL PROCESS:**

7.1 In the event that the NCRTD decides to suspend service to a passenger for a period of more than one (1) day the NCRTD shall provide written notice to the passenger to the extent such notice is possible. Where written notice is not possible due to the lack of contact information the NCRTD shall attempt to provide such other notice, by phone, or direct contact as may be reasonably possible. The NCRTD is not responsible for investigating individual identities, locating the address information of persons refusing to provide this information or otherwise verifying the name, address and identity of riders. The Service Suspension Notice submitted to a suspended person shall also be used to notify riders of their right to appeal the decision to the Transit Operations Manager or his/her designee.

7.2 If the passenger requests an appeal hearing, the Appeal shall be held by the Operations Manager or his/her designee as soon as practicable. The appeal hearing may—be—conducted in person or telephonically. Appellants shall be provided with access to any information or records of the NCRTD reasonably required to prosecute the appeal so long as the records are not confidential. The NCRTD shall allow the appellant to submit any written or oral testimony that appellant wishes to place in the record but may limit the time allotted for a hearing to such time as the case warrants. The appellant shall have the burden of showing that the decision to suspend service was illegal, unwarranted, arbitrary or erroneous.
7.3 Following the appeal, the Transit Operations Manager-Director or his/her designee shall render a written decision as soon as practicable. The decision may be conveyed to the suspended person in writing or via phone depending on their accessibility.

7.4 The NCRTD will not provide service to the suspended person pending resolution of the Appeal.
Title: Discussion and Consideration of an Award of Bid for Final Design of Maintenance Facility

Prepared By: Hector Ordonez, Finance Director and Chief Procurement Officer

Summary: On January 29, 2019 the District issued a Request for Proposals (RFP) for the Final Design of the District’s Maintenance Facility to be located behind the Administrative Offices in Espanola. Statement of Qualifications were due on February 25, 2019 and proposals on April 22, 2019.

After careful consideration of proposals received the Evaluation Committee found that Huitt-Zollars Statement of Qualifications and Request for Proposals were deemed both responsive and responsible.

During the May Board Meeting on May 3, 2019 Delilah Garcia, Operations Director, and Hector E. Ordonez, Director of Finance and Chief Procurement Officer, recommended Huitt-Zollars Architect Engineer Firm for the Award of the Final Design for this project which the Board concurred with.

The Chief Procurement Officer then issued a 15-day “Intent to Award and Right to Protest” notice for this procurement. The solicitation protest period concluded on May 27, 2019 with no protests received by the procurement officer.

The intent of this resolution to authorize the District’s Executive Director to engage in a service contract with Huitt-Zollars for the Final Design of the Maintenance facility for an amount not to exceed $663,690 (exclusive of GRT). The contract amount can be broken down in the following categories:

- Basic Services Fees (Services Performed by Huitt-Zollars) $507,900
- Additional Services (Services Performed by third parties) 135,070
- Reimbursable Expenses (Paid by Huitt-Zollars) 20,720

Total Contract Amount $663,690

Background: The District’s procurement policy establishes that for any contract or purchase of a $100,000 or more, approval by the District Board is needed prior to execution of the final contract. The District is expected to spend up-to $663,690 (exclusive of GRT) for services related to the Final Design of the Maintenance Facility between Fiscal Years 2019 and 2020. Included in the Board packet is the
drafted Contract for the Boards Review and a Detailed Proposed Design Fee Schedule by service type. Additionally, the staff is recommending that the Board authorize the Executive Direct to execute this contract at a later date (not to exceed three months) as there is no pre-award authority from the 5339b Program until the Participation Agreement (PAG) from the BUILD Grant is executed by the Federal Transit Administration (FTA). Once the PAG is approved the Executive Director will execute the contract with Huitt-Zollars for the Final Design of the Transit Maintenance.

**Recommended Action:** Staff is recommending the authorization of the contract for Huitt-Zollars and consent for the Executive Direct to execute this contract at a later date.

**Options/Alternatives:**
- Take no action, and delay the final design process and construction timeline; or
- Direct the staff to assess alternative approaches to designing the facility.

**Fiscal Impact:** The District’s FY2020 budget includes $571,834.00 from 5339b and State Capital Outlay to pay for the Design Fee and other Professional service Fees. The balance was Budgeted in FY2019.

**Attachments:**
- Drafted Contract for the Final Design of the Maintenance facility
- Proposed Design Fee Schedule.
ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the North Central Regional Transit District (the "Owner" or "NCRTD" or "District") and Huitt-Zollars, Inc. (the "Architect"). The date of this Agreement shall be the date when it is executed by both parties.

1. SCOPE OF WORK

   Owner wishes to perform the following Project and Architect is retained to assist with the project set forth in this Agreement (hereinafter, the "Project"). The Project consists of:

   Preliminary Design and Master Plan for New Maintenance Facility 2014 and Updated July 2017 Review:
   The completed 2017 maintenance facility master plan update needs to be reevaluated and if necessary updated. The Architect and Engineer Firm will include a review of the findings and recommendations of the previous master plan including construction options, conceptual design and project cost estimates.

   Completion of Conceptual Maintenance Facility Design:
   The Architect and Engineer Firm will reevaluate the design of the new maintenance facility and work with the District’s project management staff to finalize the maintenance facility design.

   Recommendations on Design Alternatives to Accommodate Future Expansion:
   The Architect Engineer Firm will make recommendations as early in the process as reasonably possible to the Owner regarding inclusion or exclusion of work to facilitate anticipated future expansion of the Maintenance Facility and development of surrounding District property.

   Value engineering/analysis (Additional Services)
   The selected shall provide an opinion regarding value engineering or value analysis in order to provide recommendations that can be incorporated in the design with the greatest cost benefit to the project. FTA Circular 5010.1E should be consulted as to whether a separate independent value engineering team to evaluate the proposed design should be brought in.

   Field topo/utility survey of selected site
   A surveyor shall be contracted (by the Architect and Engineer Firm), in scope or additional service, to provide current topographic surveys of the proposed site based on the most current USGS data. Additional survey information that shall be required by the project shall be identified by the Architect and Engineer Firm and shall be gathered by whatever additional survey efforts are necessary. Utility locations are to be identified, as well as any restrictions that may be attached to the proposed site. As part of the overall effort, the Architect and Engineer Firm is to study existing site conditions to identify possible site issues that may affect locations of new structures. The Architect and Engineer Firm shall verify (or perform) measurements on the survey and provide documentation to the owner.
Phase I geotechnical investigation (Reimbursable Expense)
On July 20, 2009 a Phase I Environmental Site Assessment was done for the property at 1327 N. Riverside Drive, Espanola, New Mexico which is the location of the headquarters building and the 7 acres of vacant land for the site of this new maintenance facility. In May 2014 a Geotechnical Engineering Report for prepared by Terracon Consultants, Inc for the site of this new maintenance facility. The consulting team will need to determine if a new Phase I and additional geotechnical investigation is needed. If so, then the Architect and Engineer Firm shall conduct a Phase I geotechnical investigation at the project site to provide an initial assessment of soil conditions that may affect planning efforts. The Phase I investigation shall include compilation and review of available geotechnical and geological information regarding the study area, including past site usage. Laboratory tests shall also be carried out on recovered soil samples to aid soil classification and determination of pertinent engineering properties. Mapping of exposed bedrock in the area shall also be conducted to assess rock type, rock quality and joint set orientation with respect to cut slope stability.

The results of the Phase I geotechnical investigation are to be summarized in a written report with all test results attached and forwarded to the District. The report shall include preliminary assessments of site preparation needs, foundation support considerations, cut slope stability and recommendations for additional investigation at the site that shall be required for final design.

Phase II geotechnical investigation (Reimbursable Expense)
Based upon the planned location of the new structure(s) and the results of the Phase I geotechnical investigation described herein, a Phase II geotechnical investigation program shall be developed for design review and approval. It is anticipated that the Phase II scope can be optimized and minimized as a result of the Phase I investigation. The Phase II scope may include additional soil borings at the locations of the planned structures. The Phase II subsurface investigation shall be made to determine soil characteristics at specific structure locations, depth to bedrock and foundation conditions for the final design of the structure(s).

A complete analysis, study and written report of subsurface conditions and geotechnical design criteria shall be made by the consultant team and submitted to the NCRTD.

Environmental documentation (Additional Services)
When the NCRTD acquired and then remodeled the existing administration building using Federal Funds, a categorical exclusion was granted in July 31,2009 by Federal Transit Administration for the entire site which was inclusive of the location where the maintenance facility is planned for construction. The contractor will need to reconfirm this categorical exclusion would apply to the construction of this facility and site. If not, then the Architect and Engineer Firm will prepare a categorical exclusion (CatEx), environmental assessment (EA), finding of no significant impact (FONSI) or environmental impact statement (EIS) document under the requirements of Federal Transit Administration’s National Environmental Policy Act regulations (23 CFR 771.119) and guidance (FTA Circular 5620.1). The documentation will be prepared using information developed under the previous task and meet the stated requirements in accordance with the results of the studies.
Results of environmental studies if needed will be documented in the appropriate level document in accordance with FTA 5620.1 Guidelines. The documentation will be a concise summary of results of all relevant studies and will be organized in the following format:

Section 1: Need for and Description of Proposed Action
Section 2: Alternatives to the Proposed Action
Section 3: Environmental Impacts

A. Land Acquisition and Displacements
B. Land Use and Zoning
C. Air Quality
D. Noise
E. Water Quality
F. Wetlands
G. Floodplains
H. Navigable Waterways and Coastal Zones
I. Ecologically Sensitive Areas
J. Endangered Species
K. Traffic and Parking
L. Energy Requirements and Potential for Conservation
M. Historic Properties and Parklands
N. Construction
O. Aesthetics
P. Community Disruption
Q. Safety and Security
R. Secondary Development
S. Consistency with Local Plans

Section 4: List of Agencies and People Contacted

The Architect and Engineer Firm will provide FTA and appropriate local agencies having jurisdiction with a draft of the documentation report and incorporate responses to comments received from FTA and others into the document. Written comments received from agencies and the public will be included in the document in an appendix.

Schematic Design:
Develop a schematic design. The schematic design shall accommodate, operate and maintain 75 transit vehicles as well as allow for future expansion.

Plan Development:
The Architect and Engineer Firm will be responsible for developing biddable documents and plans needed to publish an RFP or IFB for construction.

Design Development and Specifications:
This phase will consist of the production of design development plans to 100 percent completion. The design development services use the initial design documents from the schematic phase and
takes them to final completion. This phase lays out the civil, surveying, mapping, geotechnical, environmental mitigation, mechanical, electrical, plumbing, structural and architectural details. This includes site plans, floor plans, sections, elevations, material types, including an outline of material specifications and also includes the production of surveys, maps, traffic plans, geotechnical surveys and cost estimates. The outline specifications prepared shall illustrate materials proposed for use, interior finishes, applicable codes and standards and methods of construction. Any long-lead items shall be identified, together with alternates, at this time.

Cost estimates
During design development and specifications, the Architect and Engineer Firm shall prepare a construction cost estimate in conjunction with the writing of the outline specifications. The cost estimate shall contain an itemized list of the major methods, materials, and items used in the design. The cost breakdown shall be presented by specification section using the Construction Specifications Institute (CSI) format. The estimate shall take into consideration an anticipated cost escalation over the life of the specific contract, current labor contracts, materials availability and market conditions, restricted work conditions and other pertinent factors. It is anticipated that this estimate shall be used as a basis for value engineering review.

Contract Documents
Will include the completion of all construction contract documents in conformance with the previously approved preliminary design plans that shall permit construction contractors to bid competitively. Continuous coordination with the Agency shall be maintained throughout the design phase to reduce time required for detailed reviews. Milestone reviews shall be scheduled at 60 and 90 percent completion; however, the continual coordination mechanisms in place shall allow the Architect and Engineer Firm to continue work as the documents are being reviewed.

Contract bid documents shall provide complete descriptions of work involving the architectural, civil, structural, mechanical, electrical, special systems, interior design, landscaping components and all other drawings noted in the design development task of the proposed improvements. The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described.

Contract drawings, specifications, cost estimates and project schedules shall be submitted at the 30, 60, and 90 percent completion points for NCRTD review and approval.

The design disciplines are described below:

• Architectural and interior design: This task shall provide a design that meets the facility’s functional and aesthetic needs, as well as applicable national, state and local building codes, as well as the ADA. The drawings shall present security, building maintenance, graphics and future flexibility, and reflect a sensitivity to the proposed location of the facility. These work elements culminate in the preparation and completion of the final architectural contract drawings.
• Site, civil and utility design: Work under this discipline completes the development of site geometry, the preparation of contract drawings for access points as they interface within the master plan of the area, site grading, pavement design, utilities, drainage, provisions for underground or aboveground tanks, fencing, curbing and connections to existing utilities. The site drawings shall present placement of curbs, driveways, street improvements, sidewalks, fencing, gates and other security and safety features.

• Landscape design: The materials that shall be selected to landscape the perimeter of the complex shall be chosen to ease the visual impact of the hard surfaces of the facility and present a pleasing appearance.

• Geotechnical design: Soils and subsurface information shall have been completed, reviewed and evaluated to design foundations requiring special consideration during construction. Recommendations on foundation types, as well as bearing capacity and settlement characteristics of the soil contained in the subsurface investigation report, shall be utilized to design foundations for various structures.

• Structural engineering: This discipline shall design the facility’s structural system based upon applicable codes and site conditions, perform the building foundation design, and design supports for the specialized equipment to be placed in this facility, as well as upgrading of the building slabs in the existing facility. The design shall meet all applicable codes, regulations and requirements for fire and safety.

• HVAC and energy conservation systems: Work under this discipline shall include the finalization of the design for heating, ventilating and air conditioning for the different parts of the building based upon applicable codes as well as the unique design conditions presented by the facility.

• Electrical engineering: Electrical design work shall include finalization of power and lighting requirements and design of an efficient electrical distribution system for a new facility. Other related work shall include design for gas detection, fire alarm systems, life/safety, emergency power, security and communication systems. The work shall include power and electrical requirements for maintenance and servicing equipment, the HVAC system and other mechanical systems.

• Maintenance equipment specifications: Based on the finalized list of shop equipment approved during the design development task, equipment available from various manufacturers shall be finalized, and detailed specifications and required interface drawings shall be prepared. Long-lead items shall be identified within this scope.

• Specifications: Specifications for the entire facility shall be developed following the CSI format. A set of construction specifications, together with the standard bidding and contract documents, general conditions and special provisions shall be prepared. Where applicable, standard specifications shall be utilized — particularly for the site work items. The general conditions shall include standard contract provisions required by the NCRTD. Also, long-lead items shall be identified within this scope.
**Construction cost estimates and schedule**
During building design, complete construction estimates shall be prepared and submitted to the NCRTD for each scheduled submission in conjunction with the writing of the contract specifications. Each cost estimate shall contain an itemized list of materials and methods used on the project, along with the associated unit and installation costs. The estimates shall be based upon standard bid items and formats and shall be used as a standard against which all bids shall be evaluated. A detailed construction schedule, in critical path format, shall be developed and provided to the NCRTD to assist in controlling the construction schedule and budget.

**Permitting and review**
The NCRTD is not subject to zoning regulations and anticipates that the only permitting will be State of New Mexico, Construction Industries Division, approval of a Certificate of Occupancy. The Architect and Engineer Firm shall review the design with NCRTD and the appropriate departments and any other agencies having jurisdiction within the locale to obtain the necessary development permits for the new facility. The design shall also be reviewed with suppliers of utility services, as necessary, to develop the construction documents and obtain permits. The Architect and Engineer Firm shall coordinate and furnish documentation required for approvals, permits, utility service and connections, and the relocation of existing utilities and other facilities.

The Architect and Engineer Firm shall submit the construction documents to the Planning Department, Building Department, and other agencies having jurisdictional authority over the project for permit review and approval, and shall assist in gaining all necessary approvals. Following receipt of comments from the various reviewing agencies, the Architect and Engineer Firm shall make all necessary revisions to the documents in order to receive the permit approvals.

**NCRTD review**
The District will review the contract documents submittal from the Architect and Engineer Firm and provide comments for incorporation into the final documents prior to authorizing that the project be let for bidding.

**Bidding and Contractor Selection Phase:**
The Architect and Engineer Firm will develop the required documents and plans for a construction Invitation for Bids. The Architect and Engineer Firm will assist the District with the bidding process, bid evaluation and selection of the construction firm for the construction of the new maintenance facility.

**Bidding and Award**
The Architect and Engineer Firm will develop a proposal for construction with the following components:

- Confirmation of understanding and compliance with the services to be performed
- Standard terms and conditions
- Special terms and conditions
- Procurement boilerplate
- FTA terms, conditions and standard clauses, if required
- Fees
Bid phase services
The Architect and Engineer Firm shall provide the following services should it be determined that the project shall be bid, either in whole or in part, to obtain the most competitive pricing.

- Pre-bid conferences: Schedule and conduct contractor pre-bid conference and site visit.
- Long-lead items: Identify items with long lead times and propose alternates for consideration.
- Respond to questions: Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- Addenda: Prepare addenda to the contract documents, as required.
- Review bids: Review contract bids for conformance with the contract drawings and specifications and evaluate bids and make recommendation of contract awards.
- Analyze substitutions: Analyze substitutions request and recommend disposition.

Construction Phase Services
During the construction phase, the Architect and Engineer Firm shall provide the following services to assist with the completion and occupancy of the new operations and maintenance facility.

- Shop drawings review- The Architect and Engineer Firm is responsible to coordinate through the general contractor(s) creation of and review and approval of shop drawings, erection drawings, requests for substitutions, samples, manufacturer’s specifications and catalog cuts submitted by the contractors as required by the contract documents. Reviews shall be completed within two weeks of the submission.

- Consultation- Throughout the construction phase, the key members of the Architect and Engineer Firm shall provide consultation to the contractor’s project manager on a continuing basis.

- Attend construction meetings- The Architect and Engineer Firm project manager, project architect or other key members shall attend regularly scheduled construction meetings during the construction period.

- Requests for information- The Architect and Engineer Firm shall provide, as needed, investigation of and consultation on anticipated problems or conditions encountered during construction; preparation of supplementary sketches for resolution thereof; review of construction engineering proposals submitted by the contractor; and interpretation of plans and specification requirements. All RFIs shall be requested and answered in writing with a copy forwarded to the NCRTD.
Periodic observations- Key members of the Architect and Engineer Firm shall visit the site on a regular basis to observe construction activity and to determine if the project is being constructed consistent with the design. They shall promptly advise the NCRTD of any discrepancies. If anyone within the NCRTD becomes aware of any defect in the work or becomes aware of any work that is not being performed in accordance with the construction documents, they shall provide immediate written notification to the NCRTD and the general contractor.

Equipment testing and startup- The Architect and Engineer Firm shall review selected items of service and maintenance equipment to be installed in the new facility. Manufacturer’s specifications and catalog cuts submitted by the contractor and suppliers shall be reviewed for compliance with the specifications. Further, experienced staff members shall provide assistance during testing of specialized service and maintenance equipment and recommend final acceptance.

Final inspections and certificate of occupancy- A pre-final inspection shall be conducted in conjunction with the NCRTD to assist in developing a punch list of work items required to complete the project. Upon completion of the punch list items, a final inspection shall be performed. If a final Certificate of Occupancy is received, move-in may occur at the NCRTD’s discretion. If a temporary Certificate of Occupancy is received, then the final inspection by the Architect and Engineer Firm shall be postponed until corrective work is completed.

Optional resident inspection/construction management- Should the NCRTD determine that onsite construction inspection and construction management need to be a part of the project scope, a construction manager and resident inspector shall be selected to monitor the daily progress of the contractors onsite. The duties of the resident inspector shall include the following:

a. Review all the contractor’s pay requests, change orders, field orders, claims for additional time and other such data and take appropriate action on behalf of the District.

b. The construction manager shall recommend the rejection of all work observed by the Architect and Engineer Firm’s personnel during the above site inspections that, in its opinion, does not conform to the contract documents.

c. Conduct a punch list walk-through prior to signing off on the Certificate of Substantial Completion for each of the structures. The punch list shall identify all work items that must be corrected or completed.

d. Produce field observation reports.

e. Maintain a submittal log.

f. Maintain a daily progress log, including weather observations.

g. Maintain record drawings.

Optional post-construction services
Facility maintenance plan (Additional Services)

The Architect and Engineer Firm can prepare a preventive maintenance plan for the new facility that shall identify the maintenance requirements of all building components, systems and equipment that need to be maintained on a regular basis and the frequency of maintenance required. Specifically, the work includes the following:

- Identifying all building components, systems and equipment requiring maintenance.
- Reviewing the list of items identified above to determine the availability of resource data for each item.
- Reviewing all available resource data, including the O&M manuals, installation manuals, shop drawings, warrant information, product data and nameplate information.
- Identify all periodic inspection and maintenance requirements for each item.
- Develop detailed facility maintenance standards and procedures, which shall clearly define maintenance personnel responsibilities.
- Develop a work order system to effectively monitor preventive maintenance activities.
- Identify maintenance task intervals to provide a basis for facility maintenance master schedule.
- Provide computer-based facility maintenance program software to automate the work orders and master schedule.
- Provide all of the above described items in an organized facility maintenance system operating manual.
- Provide onsite startup assistance and training to familiarize maintenance personnel with the system.

Warranty review

Eleven months after substantial completion (and one month before the end of the one-year warranty period expires), the Architect and Engineer Firm shall conduct a warranty inspection for the purpose of identifying any items of work that need to be corrected under the warranty. The Architect and Engineer Firm shall work with the NCRTD as required to ensure that the work is corrected in a timely manner.

Optional sustainability commissioning services (Additional Services)

If the facility is proposed for sustainability certification, a third-party contractor shall need to be employed to assemble all sustainability documentation and supporting data; provide the necessary certification documentations with the U.S. Green Building Council, Green Globes, Energy Star, or other appropriate agency; and provide necessary additional supporting documents as required to achieve the desired certification level. The commissioning agent shall also test the building systems and provide and compile the data supporting the design and certification. The firm shall prepare and execute the submission documentation for the NCRTD. The firm shall submit the data to the sustainability certification agency as required and manage the submittal process.
Specific Deliverables shall be those items set forth in the solicitation for this Project.

1. **MAXIMUM ALLOWABLE CONSTRUCTION COST**
   
   The Maximum Allowable Construction Cost (MACC) is estimated at $5,553,000 plus applicable N.M. Gross receipts tax.

2. **STANDARD OF PERFORMANCE; LICENSES**
   
   A. The Architect represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.
   
   B. The Architect agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **COMPENSATION**
   
   A. The OWNER shall pay to the Architect a fee of ($545,992.50) plus gross receipts tax, (currently estimated to be $38,092.50) for the Basic Services described herein.
   
   B. Payment on basic services shall be made upon receipt of deliverables.
   
   C. Payment for additional services shall be made as follows:
      
      | Service                             | Amount   |
      |-------------------------------------|----------|
      | Commissioning                       | $46,500.00 |
      | Environmental Assessment            | $25,720.00 |
      | Facility Maintenance Plan           | $34,250.00 |
      | Value Engineering Services          | $28,600.00 |
   
   D. Payment for Reimbursable Expenses shall be made as follows:
      
      | Report Phase I                      | $9,650.00 |
      | Geotechnical Report Phase II        | $8,670.00 |
      | Printing                            | $2,400.00 |

5. **TERM AND EFFECTIVE DATE**
   
   This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate June 30, 2020 unless terminated (pursuant to paragraph 7 below) or extended by mutual written agreement of the parties.

6. **TERMINATION**
   
   A. **Termination.** This Agreement may be terminated by the District for cause or convenience upon written notice delivered to the Contractor at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the District is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party;
provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the NCRTD and are not employees of the NCRTD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of NCRTD vehicles, or any other benefits afforded to employees of the NCRTD as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor is not an agent or employee of NCRTD and will not be considered an employee of NCRTD for any purpose. Contractor, its agents or employees shall make no representation that they are NCRTD employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the NCRTD’s name or logo.

D. Contractor shall have no authority to bind NCRTD to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the NCRTD to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the NCRTD provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.
8. CONFIDENTIALITY

A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the NCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials confidential the Contractor hereby acknowledges and agrees that the NCRTD may provide copies of any and all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. Contractor is not required to provide NCRTD with any documents that are not work product or are not otherwise required in order to perform the scope of work or to comply with state and federal laws. Nothing herein shall be deemed to waive any claim of confidentiality by NCRTD or Contractor nor to compel production of documents or information other than as required by this Agreement or by law.

B. Some documents may be subject to the requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees that it will at all times comply and assist the NCRTD in compliance with that law.

9. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16-1 et seq. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District’s contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted
in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the District's making this Agreement;

4) this Agreement complies with NMSA 1978, Section 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section NMSA 1978, 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 10 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 9 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 10.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the NCRTD. Contractor acknowledges that the NCRTD is a SUBGRANTEE under Exhibit B and is expressly bound to seek DEPARTMENT approval of any subcontracts under that agreement. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCRTD. Contractor agrees that its principle officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

11. RELEASE
The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the NCRTD, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the NCRTD to any obligation not assumed herein by the NCRTD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement. An enumeration of the Contractor’s General Comprehensive Liability Insurance requirements appears in the General Conditions of the [Contract for Construction]. Insurance requirements are also described in the [Project Manual]. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the Owner. It is the sole responsibility of the Contractor to be in compliance with the law.

A. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars ($1,000,000) per occurrence.

B. General Liability Insurance shall be in the amount of $2,000,000.00 combined single limit and per occurrence shall name the NCRTD as an additional insured, and shall provide that the NCRTD will be notified no less than thirty (30) days in advance of cancellation;

C. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD’s opinion, the Contractor’s work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.

D. Waiver of insurance requirements may only be performed in writing by the NCRTD’s Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

13. INDEMNIFICATION

Contractor agrees to indemnify NCRTD to the extent permitted by law for the Contractor’s acts and omissions under this Agreement and for such other liabilities as may be incurred by the NCRTD due to the Contractor’s performance or failure to perform the services set forth in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the North Central Regional Transit NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The NCRTD and its “employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
15. THIRD PARTY BENEFICIARIES

A. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the NCRTD and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

B. The Contractor acknowledges and agrees to the following regarding the Department of Transportation (DEPARTMENT) and the District (SUBGRANTEE): “The DEPARTMENT and SUBGRANTEE acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the AGREEMENT, absent the express written consent by the Federal government, the Federal government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the DEPARTMENT, SUBGRANTEE, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.”

16. RECORDS AND AUDIT

A. The Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by NCRTD all records, books of account, memoranda, and other documents pertaining to NCRTD at any reasonable time upon request. These records shall be subject to inspection by the NCRTD, the Department of Finance and Administration, and the State Auditor. The NCRTD shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the NCRTD to recover excessive illegal payments.

B. Contractor acknowledges and agrees to maintain all records for a period in excess for five (5) years from the date of the last expenditure report submitted to the Federal government under Exhibit B in order to ensure the NCRTD can comply with the requirements under that agreement.

C. Contractor agrees to affirmatively disclose threatened or pending litigation with its current and former customers.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.
19. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **NON-DISCRIMINATION**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

21. **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

22. **NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or e-mails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

North Central Regional Transit District: Contractor:
Executive Director Huitt-Zollars, Inc.
1327 N. Riverside Drive 6501 Americas Parkway NE, Suite 830
Española, NM 87532 Albuquerque, NM 87110

An address may be changed by notification to the other party in writing delivered as specified for
notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

B. Timely notice requirement. The Owner shall not be liable to Contractor for any amount in excess of the Contract Sum. In the event that the Contractor makes a claim for any damages against the Owner said claim shall be in writing, shall conform to the Notice requirements of this agreement and shall set forth a detailed and itemized statement of each item of damages, the date on which the damages allegedly occurred, the specific act or omission of the Owner or its agents which allegedly caused the damages, and the specific dollar amount of the damages claim. The parties hereby agree that Contractor's failure to provide the Owner with this detailed statement of damages within 14 days of the date the damages allegedly occurred shall be deemed a waiver of any and all subsequent claims and remedies. In the event Contractor wishes to claim damages for delays allegedly caused by Owner or its agents, the Contractor shall provide said detailed statement of the claimed damages within 14 days of each and every incident, act or omission by the Owner or its agents which the Contractor claims is the basis of delay damages.

23. REPORTING REQUIREMENTS

Contractor agrees to provide all information required pursuant to this agreement including but not limited to

A. Disadvantaged Business Enterprise (DBE) Certification information. Contractor shall provide all the information required to assist the NCRTD or the State of New Mexico regarding DBE compliance including the certification form or a declaration by the Contractor that it is not a DBE.

B. Any time the Agreement calls for the provision of information that is electronic in nature and usable by the NCRTD as part of its Graphic Information Systems (GIS), Contractor shall provide the data in a form and format that will facilitate the NCRTD's use of the data in its GIS maps and systems.

C. In addition to any bound and unbound copies of reports the Contractor shall be required to deliver at least one electronic copy of all deliverables in an editable format and one copy in a pdf format.

24. DISPUTE RESOLUTION

Notwithstanding any other provision to the contrary of this agreement, or any law (whether local, state or federal), prior to seeking any remedies, the parties agree to meet at least one time to set forth their claims and proposed remedies through mutual agreement of the parties. The meeting shall at a minimum include the Contractor, the Contractor's bonding company, the Owner and any subcontractor or agent of the parties which may be of assistance in resolution of the matter or claim. Notice of the meeting including the location, date and time, shall be provided in writing by the Owner to the Contractor and its bonding company. The Owner shall give Notice of its claims promptly upon discovery of any issues that may give rise to a claim by Owner against Contractor. In the event of claims by the Contractor against the Owner or its agents, the Owner shall provide notice of the meeting within seven days of Owner's receipt of the written notice detailing the nature and extent of the claims. The meeting shall be attended by the
Owner, Contractor and the Contractor's bonding company. Failure by the Contractor or its bonding company to attend such meeting and to make a good faith effort at resolution of the claims raised shall be deemed a waiver of the Contractor's claims and any further remedies.

25. LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of _________ dollars ($_______) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

26. CONTRACTOR'S RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner’s officers and employees, and the NCRTD from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney’s fees and costs of litigation that the Contractor may have. Contractor shall provide Owner with a notice of any claims it intends to make against Owner or its agents at least seven days prior to the final payment date and a failure to give timely notice of said claims shall be deemed a waiver of any and all claims and remedies by Contractor against Owner.

27. NON-WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

28. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. By executing this Agreement, the NCRTD represents that it will make good faith efforts to ensure that sufficient money is budgeted and appropriated to make the payments that may become due for the work performed under this Agreement. However, by signing this Agreement Contractor
hereby acknowledges and agrees that NCRTD is not responsible for ensuring that budgeted amounts will be appropriated sufficient to pay any amendment, extension, or other charges beyond those set forth in Section 3 above.

29. NEW MEXICO PROCUREMENT LAWS

Notwithstanding any provision of the District's Procurement Policy the District discloses the following provisions of State procurement law.
A. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony.
B. Pursuant to Section 13-4-11, NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

30. BEST PRACTICES:

In addition to meeting federal requirements the Offeror should meet best practices requirements in performing the work required. Best practices guidance can be found at:


31. COMPLIANCE WITH FEDERAL RESTRICTIONS

The Contractor acknowledges and agrees that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this Agreement and that Contractor has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:
A. All requirements of 49 U.S.C. §5304 whether express or implied;
B. Federal Funds received by the NCRTD shall be used solely for activities described in the Scope of Work as set forth in Exhibit B.
C. Federal Funds shall only be allocated for payment of eligible costs as set forth in Exhibit B and as detailed in the Office of Management and Budget Circulars: A-87, A-102, A-133 and Executive Order 12372.

Federally required terms are from the Federal Transit Administration Master Agreement located at:


NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract,
absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

**AND RELATED ACTS**

31 U.S.C. 3801 et seq.

49 CFR Part 31

18 U.S.C. 1001

49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325

2 CFR 200

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or
any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

4. FTA does not require the inclusion of these requirements in subcontracts

**FEDERAL CHANGES**

**2 CFR 200**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**CIVIL RIGHTS REQUIREMENTS**


**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Civil Rights - The following requirements apply to the underlying contract:

1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1F**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.
Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**TERMINATION**

2 CFR 200
FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate condition. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Convenience or Default The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.
BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

Although this is a design contract and therefore does not directly require compliance with Buy America, the A/E firm shall design the project in such a way as to take into account the requirements of Federal Transit Administration's Buy America requirements upon the construction of the maintenance facility.

BREACHES AND DISPUTE RESOLUTION
2 CFR 200
FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING
31 U.S.C. 1352
2 CFR 200
49 CFR Part 20

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.


APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

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

__________________________ Signature of Contractor's Authorized Official
__________________________ Name and Title of Contractor's Authorized Official
__________________________ Date

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Requirements
33 U.S.C. 1251

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
Cargo Preference Requirements  
46 U.S.C. 1241  
46 CFR Part 381  

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: 
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; 
b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) 
c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America Requirements  
49 U.S.C. §40118  
41 CFR Part 301-10  

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety Requirements  
42 U.S.C. 7701 et seq. 49  
49 CFR Part 41  

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to
compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor follows the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

**Disadvantaged Business Enterprises**

This contract is covered under New Mexico Department of Transportation's Disadvantaged Business Enterprise Plan and the Contractor agrees to provide any information and data required by the NCRTD in order for the NCRTD to include the work performed under this Agreement in the State's DBE reporting.

1. **Disadvantaged Business Enterprise (DBE) Policy.**

   A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department’s proposed overall goal for FTA participation for the 2018 fiscal year is 1.46%, through race-neutral means.

   B. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Project. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

   C. The Subrecipient agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

   D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor’s receipt of payment for that work from the Department.
E. The Subrecipient must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Subcontractors with contracting opportunities must sign and submit a Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients, which is attached in Appendix E.

ADA Access

Facility Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

32. COMPLIANCE WITH STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FUND 93100 CAPITAL APPROPRIATION PROJECT AGREEMENT.

The Parties understand and agree that goods and services purchased under this Agreement are subject to the requirements of the "Grantee's" (District's) Agreement with the State of New Mexico for capital appropriations utilized for the Project. The following State requirements are hereby incorporated into this Agreement.

A. The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often
than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

B. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

C. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

D. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

E. The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the North Central Regional Transit District may immediately terminate this Agreement by giving Contractor written notice of such termination. The North Central Regional Transit District’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the North Central Regional Transit District, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the North Central Regional Transit District or the Department.”

F. Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the North Central Regional Transit District may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the North Central Regional Transit District’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

OWNER/NCRTD:

________________________________________
Anthony Mortillaro, Executive Director

DATE: ____________________________

CONTRACTOR:
HUITT-ZOLLARS, INC.

By: ______________________________________
Name: _____________________________________
Title: _____________________________________
Date: ____________________________
NM Taxation & Revenue CRS No. _____________
Local Business Reg. No. _________________
DATE: ____________________________

APPROVED AS TO FORM:

_______________________________________
Peter Dwyer, NCRTD Legal Counsel
North Central Regional Transit District  
Transit Maintenance Facility Final Design  

**Proposed Design Fee**

5/28/2019  

### Basic Services

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil</td>
<td>$4,906</td>
<td>$7,360</td>
<td>$26,004</td>
<td>$981</td>
<td>$9,813</td>
<td>$49,064</td>
</tr>
<tr>
<td>Architectural/ PM</td>
<td>$24,136</td>
<td>$36,204</td>
<td>$127,919</td>
<td>$4,827</td>
<td>$48,271</td>
<td>$241,357</td>
</tr>
<tr>
<td>Mechanical</td>
<td>$3,717</td>
<td>$5,576</td>
<td>$19,700</td>
<td>$743</td>
<td>$7,434</td>
<td>$37,170</td>
</tr>
<tr>
<td>Electrical</td>
<td>$3,420</td>
<td>$5,129</td>
<td>$18,124</td>
<td>$684</td>
<td>$6,839</td>
<td>$34,196</td>
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<tr>
<td>Fueling Consultant</td>
<td>$2,577</td>
<td>$3,866</td>
<td>$13,659</td>
<td>$515</td>
<td>$5,154</td>
<td>$25,771</td>
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<tr>
<td>Maint. Design Consultant</td>
<td>$5,947</td>
<td>$8,921</td>
<td>$31,520</td>
<td>$1,189</td>
<td>$11,894</td>
<td>$59,472</td>
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<tr>
<td>Structural</td>
<td>$4,857</td>
<td>$7,285</td>
<td>$25,741</td>
<td>$971</td>
<td>$9,714</td>
<td>$48,569</td>
</tr>
</tbody>
</table>

**Total Basic Fee: $507,900**  

### Additional Services

- Commissioning: $46,500.00
- Environmental Assessment: $25,720.00
- Facility Maintenance Plan: $34,250.00
- Value Engineering Service: $28,600.00

**Total Additional Services: $135,070.00**

### Reimbursable Expenses

- Geotechnical Report Phase I: $9,660.00
- Geotechnical Report Phase II: $8,670.00
- Printing: $2,400.00

**Total Reimbursable Expenses: $20,720.00**

**Total Fee: $528,670.00**

Note: Basic Fee does not include NMGRT, Additional Services or Reimbursable Expenses

Submitted by: Huitt-Zollars Inc.

5/28/2019  
Date
Title: Discussion and Consideration of Resolution No. 2019-28 A Resolution Naming the Executive Director and Authorizing him to Sign Closing Documents on behalf of the District for the Purchase of 3.35 acres of Property.

Prepared By: Peter Dwyer, Legal Counsel

Summary: District had hoped to close the purchase of 3.35 acres of land (adjacent to our current offices at 1327 N. Riverside Drive in Espanola, New Mexico) in May. The Title company only prepared a title commitment very shortly before the closing date. The commitment indicated that one requirement for closing was a resolution formally identifying the Executive Director by name and authorizing him to execute the closing documents. Another issue were two Notices of Lis Pendens filed on the property which left open the possibility that others were claiming an interest in the property. The District obtained releases of both Lis Pendens and is now prepared to close the purchase on June 17, 2019.

Background: The Board approved the purchase of the 3.35 acres of land by Resolution 2019-16. The Closing was postponed pending the approval of the attached resolution authorizing the Executive Director to sign the closing documents. The potential title issues regarding the property were resolved in the interim and the District is now prepared to close the transaction and purchase the property.

Recommended Action: It is recommended that the Board move to adopt Resolution No. 2019-28 Naming the Executive Director and Authorizing him to Sign Closing Documents on behalf of the District for the Purchase of 3.35 acres of Property.

Options/Alternatives: Alternatives would be to refrain from passing the resolution and decline to close the transaction.

Fiscal Impact: The staff does not have the final settlement statement as of the time of this report. The purchase price for the property is 177,815 or $53,000 per acre. The property was listed for $201,300 or $60,000 per acre. The appraised value is $180,000 or $53,651 per acre. The FY2019 budgeted amount for the purchase is $211,265 which was intended to cover closing costs and any other transactional costs required to purchase the land. Therefore, the purchase can be closed under the existing FY 2019 budget.

Attachments:
- Board Resolution No. 2019-28
North Central Regional Transit District (NCRTD)
Resolution No. 2019-28

NAMING THE EXECUTIVE DIRECTOR AND AUTHORIZING HIM TO SIGN CLOSING DOCUMENTS ON BEHALF OF THE DISTRICT FOR THE PURCHASE OF 3.35 ACRES OF PROPERTY

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the NCRTD has the authority pursuant to NMSA 1978, Section 73-25-5 (A) (2) to ratify the acquisition of land by negotiated sale; and

WHEREAS, the NCRTD pursuant to NMSA 1978, Section 73-25-5 through its elected officials has exclusive authority to purchase land; and

WHEREAS, the NCRTD has expanded its operations significantly since acquiring its primary facilities in 2009 and now deems it prudent to acquire additional property to accommodate parking and construction staging during the construction of the new maintenance facility and for additional room to accommodate future growth; and

WHEREAS, approximately 3.35 acres of undeveloped land adjacent to the existing District property located at 1327 N. Riverside Drive in Espanola, NM is currently available for sale; and

WHEREAS, the District has already performed due diligence on the property in question in 2009 when it considered acquiring the property but did not have sufficient funds to do so; and

WHEREAS, the District staff has obtained a current appraisal and determined that the purchase price is for fair market value; and

WHEREAS, the District staff now seeks the approval of the board to authorize the Executive Director, Anthony J. Mortillaro, to execute documents for the closing of the land purchase.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Board delegates to Anthony J. Mortillaro, Executive Director, North Central Regional Transit District the authority to sign, authenticate and execute any documents required to close the purchase of the real property described above.
ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 14th DAY OF JUNE, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel
Summary

The North Central Regional Transit District (NCRTD) is currently reporting ten months of financial activity as of April 30, 2019. Expenses and Revenues reported for the period through April 30, 2019 represent 83% of the budget.

Total revenue received thus far is $9,893,709 and $8,152,771 of expenses have incurred; this means that the District has received $1,740,938 more in revenues than it has spent. This amount does not include contributions that will be made to City of Santa Fe, Rio Metro and Los Alamos County of Approximately $840,000.

Monthly budget figures for GRT, federal and capital grant revenues as well as expenses were calculated utilizing trends from the last three fiscal years.

Financial Highlights

Revenue:

As of April 30, 2019, total revenue received for this fiscal Year was $9,893,709 this represents 75.09% of total revenues budgeted for the year.

Significant Variances:

- **Revenues** –
  - **GRT** - We will go over in detail in the next page.
  - **Federal Revenues** - Are $615,542 higher than last year this is because 5311 Billings to NMDOT are being made timely this year, the difference is expected to even out towards the end of the year.
  - **5311c** - The 179,473 increase from the prior year is related to an FTA reimbursement made to the District by FTA for capital expenditures for the Jicarilla Apache Nation.
  - **Local Match** – The $110,699 decrease from the prior year is due to the fact that all contributions from our community partners had been received by this time of the year. We are still expecting two contributions.
  - **Miscellaneous Revenues & Charges for services** – The $70,000 increase is due to $22,321 more collected in fares and approximately $35,000 more in investment revenue.
Expenditures:

As of April 30, 2019, the District recognized expenditures totaling $8,152,771 this represents 61.88% of total budgeted expenditures for this fiscal year.

- **Expenses** –
  - Contributions to other Transit Agencies- $136,660 less than last year’s is because reimbursements for operating expenditures for the 3rd Qtr. were made sooner. The Difference will even out in May.
  - Contractual Services- Increase of $77,982 related to payments made to Huitt-Zollars for the Design of the Taos Facility and Wilson & Co Engineers for their TAP Project Phase V.
  - Capital Expenses – Decrease of $279,566 is related to Final Payments made on the 2018 TAP Project last year.

GRT Revenue:

GRT Revenue received in April was $603,383 this is $31,867 more than what we received the same month last year and $83,128 more than budgeted.

GRT Revenue by County:

- Los Alamos County receipts were $133,221 this is $9,073 more than the same month last year and $36,768 more than budgeted.
- Rio Arriba County receipts were $35,508 this is $360 more than the same month last year and $582 less than budgeted.
- Santa Fe County receipts were $363,575 this is $16,884 more than the same month last year and $40,541 more than budgeted.
- Taos County receipts were $71,078 this is $5,551 more than the same month last year and $6,401 more than budgeted.

Grant Revenue:

Grant Revenue received in April is $183,400 this is $593 than what we received the same month last year $20,518 less than we budgeted. This is due to increases in Capital Expenditures related to last year’s ADA Project. This will increase significantly in June as we bill for NMDOT for ADA Compliance Related Expenses.

Expense Categories:

Total Expenses for the month of April are $8,152,771. The net effect between the administrative, operating and capital expense categories is a decrease of $271,896 from the prior year which correlates to the differences in the amount of $271,896 that were discussed in the Statement of Revenues and Change in net Position.
The monthly Expenditures are allocated in the following categories:

- Administrative expenses totaled $94,871 this is $36,156 less than the same month last year and $64,634 less than we budgeted (administrative expenses are at 70.38% of their annual budget).
- Operating expenses totaled $552,790 this is $314,649 less than the same month last year and $353,936 less than we budgeted (operating expenses are at 72.37% of the annual budget).
- Capital expenses totaled $10,798 this is $72,653 less than the same month last year and $151,810 less than we budgeted (capital expenses are at 11.23% of their monthly budget).

Other Matters:

N/A
# North Central Regional Transit District

## Statement of Revenues, Expenses and Change in Net Position - (Cash Basis)

### As of April 30, 2019

**FY2019 (July 1, 2018 to June 30, 2019)**

### Revenues:

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gross Receipt</strong></td>
<td>$ 6,855,577</td>
<td>$ 7,330,000</td>
<td>$ 7,190,887</td>
<td>$ 335,310</td>
<td>98.10%</td>
</tr>
<tr>
<td><strong>Fed Grant</strong></td>
<td>1,259,203</td>
<td>3,436,221</td>
<td>1,874,745</td>
<td>615,542</td>
<td>54.56%</td>
</tr>
<tr>
<td><strong>5311c/Member Contributions</strong></td>
<td>8,258</td>
<td>306,552</td>
<td>187,731</td>
<td>179,473</td>
<td>61.24%</td>
</tr>
<tr>
<td><strong>State Capital/Outlay</strong></td>
<td>-</td>
<td>195,000</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Local Match</strong></td>
<td>572,950</td>
<td>482,114</td>
<td>462,251</td>
<td>(110,699)</td>
<td>95.88%</td>
</tr>
<tr>
<td><strong>Use of Fund Balance</strong></td>
<td>-</td>
<td>1,262,920</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Charges for Services</strong></td>
<td>32,723</td>
<td>42,500</td>
<td>53,896</td>
<td>21,173</td>
<td>126.81%</td>
</tr>
<tr>
<td><strong>Misc Revenues</strong></td>
<td>67,694</td>
<td>120,600</td>
<td>124,200</td>
<td>56,507</td>
<td>102.99%</td>
</tr>
</tbody>
</table>

### Total Revenues

<table>
<thead>
<tr>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 8,796,405</td>
<td>$ 13,175,907</td>
<td>$ 9,893,709</td>
<td>$ 1,097,305</td>
<td>75.09%</td>
</tr>
</tbody>
</table>

### Expenses:

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries</strong></td>
<td>$ 2,138,983</td>
<td>$ 2,900,940</td>
<td>$ 2,199,423</td>
<td>$ 60,440</td>
<td>75.82%</td>
</tr>
<tr>
<td><strong>Overtime</strong></td>
<td>166,030</td>
<td>147,500</td>
<td>194,146</td>
<td>28,616</td>
<td>131.62%</td>
</tr>
<tr>
<td><strong>Employee Benefits</strong></td>
<td>980,786</td>
<td>1,353,299</td>
<td>983,415</td>
<td>2,629</td>
<td>72.67%</td>
</tr>
<tr>
<td><strong>Contributions to Other Transit Agencies</strong></td>
<td>3,352,721</td>
<td>4,743,220</td>
<td>3,216,061</td>
<td>(136,660)</td>
<td>67.80%</td>
</tr>
<tr>
<td><strong>Office</strong></td>
<td>37,020</td>
<td>51,928</td>
<td>30,033</td>
<td>(6,987)</td>
<td>74.55%</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td>64,370</td>
<td>90,782</td>
<td>50,358</td>
<td>(14,012)</td>
<td>55.47%</td>
</tr>
<tr>
<td><strong>Contractual Services</strong></td>
<td>235,108</td>
<td>525,978</td>
<td>313,090</td>
<td>77,982</td>
<td>59.53%</td>
</tr>
<tr>
<td><strong>Advertising</strong></td>
<td>63,706</td>
<td>112,295</td>
<td>83,715</td>
<td>20,009</td>
<td>74.55%</td>
</tr>
<tr>
<td><strong>Equipment &amp; Building</strong></td>
<td>49,351</td>
<td>33,500</td>
<td>14,760</td>
<td>(34,591)</td>
<td>44.06%</td>
</tr>
<tr>
<td><strong>Insurance</strong></td>
<td>105,829</td>
<td>111,811</td>
<td>91,783</td>
<td>(14,067)</td>
<td>82.09%</td>
</tr>
<tr>
<td><strong>Employee Related</strong></td>
<td>33,728</td>
<td>71,601</td>
<td>29,262</td>
<td>(4,467)</td>
<td>40.87%</td>
</tr>
<tr>
<td><strong>Travel, Meetings, Lodging and Per Diem</strong></td>
<td>41,615</td>
<td>71,869</td>
<td>27,346</td>
<td>(14,269)</td>
<td>38.05%</td>
</tr>
<tr>
<td><strong>Fuel</strong></td>
<td>345,903</td>
<td>400,000</td>
<td>368,370</td>
<td>22,467</td>
<td>92.09%</td>
</tr>
<tr>
<td><strong>Vehicle Maintenance/Repairs</strong></td>
<td>281,941</td>
<td>338,500</td>
<td>296,049</td>
<td>14,108</td>
<td>87.46%</td>
</tr>
<tr>
<td><strong>Bus &amp; Shelter Amenities</strong></td>
<td>-</td>
<td>6,000</td>
<td>5,996</td>
<td>5,996</td>
<td>99.93%</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>300</td>
<td>1,870</td>
<td>1,254</td>
<td>954</td>
<td>67.07%</td>
</tr>
<tr>
<td><strong>Capital</strong></td>
<td>527,275</td>
<td>2,214,814</td>
<td>247,709</td>
<td>(279,566)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Total Expenses

<table>
<thead>
<tr>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 8,424,667</td>
<td>$ 13,175,907</td>
<td>$ 8,152,771</td>
<td>$ (271,896)</td>
<td>61.88%</td>
</tr>
</tbody>
</table>

### Change in Net Position

<table>
<thead>
<tr>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>% Year to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 371,738</td>
<td>-</td>
<td>$ 1,740,938</td>
<td>$ 1,369,200</td>
<td>13.21%</td>
</tr>
</tbody>
</table>

### Statement of Revenues vs Expenses

- **Total Revenues**: $ 8,796,405 vs $ 13,175,907 (75.09%)
- **Total Expenses**: $ 8,424,667 vs $ 13,175,907 (61.88%)
- **Change in Net Position**: $ 371,738 vs $ 1,740,938 (13.21%)
### Budget to Actual FY2019

<table>
<thead>
<tr>
<th></th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Year-to-Date Budget Variance</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$637,283</td>
<td>$798,916</td>
<td>$161,633</td>
<td>25.36%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>752,132</td>
<td>759,415</td>
<td>7,283</td>
<td>0.97%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>612,854</td>
<td>764,560</td>
<td>151,706</td>
<td>24.75%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>604,186</td>
<td>638,122</td>
<td>33,935</td>
<td>5.62%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>778,984</td>
<td>808,554</td>
<td>29,570</td>
<td>3.80%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>524,277</td>
<td>721,267</td>
<td>196,990</td>
<td>37.57%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>571,662</td>
<td>643,374</td>
<td>71,712</td>
<td>12.54%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>629,933</td>
<td>760,890</td>
<td>130,958</td>
<td>20.79%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>588,374</td>
<td>692,406</td>
<td>104,032</td>
<td>17.68%</td>
</tr>
<tr>
<td>APR 19</td>
<td>520,255</td>
<td>603,383</td>
<td>83,128</td>
<td>15.98%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>555,675</td>
<td>-</td>
<td>-555,675</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>554,385</td>
<td>-</td>
<td>-544,385</td>
<td>-100.00%</td>
</tr>
<tr>
<td></td>
<td>$7,330,000</td>
<td>$7,190,887</td>
<td>$(139,113)</td>
<td>-1.90%</td>
</tr>
</tbody>
</table>

### Prior Year vs. Current Year FY2019

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Actual FY19</th>
<th>(Inc/Dec) from Prior Year to Current Year</th>
<th>% Increase or (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$710,922</td>
<td>$798,916</td>
<td>$87,994</td>
<td>12.38%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>843,852</td>
<td>759,415</td>
<td>$(84,437)</td>
<td>-10.01%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>669,620</td>
<td>764,560</td>
<td>94,939</td>
<td>14.18%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>658,919</td>
<td>638,122</td>
<td>$(20,798)</td>
<td>-3.16%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>881,679</td>
<td>808,554</td>
<td>$(73,124)</td>
<td>-8.29%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>559,911</td>
<td>721,267</td>
<td>161,356</td>
<td>28.82%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>621,205</td>
<td>643,374</td>
<td>22,170</td>
<td>3.57%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>682,867</td>
<td>760,890</td>
<td>78,024</td>
<td>11.43%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>655,087</td>
<td>692,406</td>
<td>37,319</td>
<td>5.70%</td>
</tr>
<tr>
<td>APR 19</td>
<td>571,516</td>
<td>603,383</td>
<td>31,867</td>
<td>5.58%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>596,378</td>
<td>-</td>
<td>$(596,378)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>607,593</td>
<td>-</td>
<td>$(607,593)</td>
<td>-100.00%</td>
</tr>
<tr>
<td></td>
<td>$8,059,548</td>
<td>$7,190,887</td>
<td>$(868,661)</td>
<td>-10.78%</td>
</tr>
</tbody>
</table>
North Central Regional Transit District  
Gross Receipts Revenue- By County (Cash Basis)  
As of April 30, 2019  
FY2019 (July 1, 2018 to June 30, 2019)

LOS ALAMOS COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$215,014</td>
<td>$167,048.03</td>
<td>$246,238</td>
<td>$31,224</td>
<td>$79,190</td>
</tr>
<tr>
<td>AUG 18</td>
<td>276,922</td>
<td>215,145.04</td>
<td>172,593</td>
<td>(104,329)</td>
<td>(42,552)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>127,129</td>
<td>98,768.79</td>
<td>205,402</td>
<td>78,272</td>
<td>106,633</td>
</tr>
<tr>
<td>OCT 18</td>
<td>121,353</td>
<td>94,281.25</td>
<td>50,942</td>
<td>(70,411)</td>
<td>(43,340)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>334,441</td>
<td>259,833.21</td>
<td>263,096</td>
<td>(71,346)</td>
<td>3,263</td>
</tr>
<tr>
<td>DEC 18</td>
<td>36,324</td>
<td>28,220.73</td>
<td>188,925</td>
<td>152,601</td>
<td>160,704</td>
</tr>
<tr>
<td>JAN 19</td>
<td>100,116</td>
<td>77,782.18</td>
<td>121,919</td>
<td>21,803</td>
<td>44,137</td>
</tr>
<tr>
<td>FEB 19</td>
<td>102,279</td>
<td>79,462.59</td>
<td>160,730</td>
<td>58,451</td>
<td>81,268</td>
</tr>
<tr>
<td>MAR 19</td>
<td>189,345</td>
<td>147,105.20</td>
<td>198,326</td>
<td>8,981</td>
<td>51,221</td>
</tr>
<tr>
<td>APR 19</td>
<td>124,148</td>
<td>96,452.99</td>
<td>133,221</td>
<td>9,073</td>
<td>36,768</td>
</tr>
<tr>
<td>MAY 19</td>
<td>53,389</td>
<td>41,479.13</td>
<td>-</td>
<td>(53,389)</td>
<td>(41,479)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>121,533</td>
<td>94,420.87</td>
<td>-</td>
<td>(121,533)</td>
<td>(94,421)</td>
</tr>
</tbody>
</table>

Total: $1,801,994 | $1,400,000 | $1,741,392 | $(60,603) | $341,392
### Gross Receipts Revenue - By County (Cash Basis)

**As of April 30, 2019**

**FY2019 (July 1, 2018 to June 30, 2019)**

#### RIO ARRIBA COUNTY

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$47,069</td>
<td>$48,329.48</td>
<td>$38,636</td>
<td>$(8,433)</td>
<td>$(9,693)</td>
</tr>
<tr>
<td>AUG 18</td>
<td>43,519</td>
<td>44,684.42</td>
<td>43,486</td>
<td>(33)</td>
<td>(1,198)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>43,970</td>
<td>45,147.82</td>
<td>40,743</td>
<td>(3,227)</td>
<td>(4,405)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>48,121</td>
<td>49,409.38</td>
<td>42,920</td>
<td>(5,200)</td>
<td>(6,489)</td>
</tr>
<tr>
<td>NOV 18</td>
<td>50,166</td>
<td>51,509.38</td>
<td>43,399</td>
<td>(6,767)</td>
<td>(8,110)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>42,469</td>
<td>43,606.30</td>
<td>40,263</td>
<td>(2,206)</td>
<td>(3,344)</td>
</tr>
<tr>
<td>JAN 19</td>
<td>43,502</td>
<td>44,666.98</td>
<td>39,306</td>
<td>(4,196)</td>
<td>(5,361)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>48,097</td>
<td>49,385.33</td>
<td>46,741</td>
<td>(1,356)</td>
<td>(2,644)</td>
</tr>
<tr>
<td>MAR 19</td>
<td>34,905</td>
<td>35,839.80</td>
<td>37,155</td>
<td>2,250</td>
<td>1,316</td>
</tr>
<tr>
<td>APR 19</td>
<td>35,149</td>
<td>36,089.95</td>
<td>35,508</td>
<td>360</td>
<td>(582)</td>
</tr>
<tr>
<td>MAY 19</td>
<td>39,973</td>
<td>41,043.73</td>
<td>-</td>
<td>(39,973)</td>
<td>(41,044)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>39,237</td>
<td>40,287.41</td>
<td>-</td>
<td>(39,237)</td>
<td>(40,287)</td>
</tr>
</tbody>
</table>

| Total   | $516,177    | $530,000    | $408,158    | $(108,019)                               | $(121,842)                   |
### SANTA FE COUNTY

<table>
<thead>
<tr>
<th>JUL 18</th>
<th>AUG 18</th>
<th>SEPT 18</th>
<th>OCT 18</th>
<th>NOV 18</th>
<th>DEC 18</th>
<th>JAN 19</th>
<th>FEB 19</th>
<th>MAR 19</th>
<th>APR 19</th>
<th>MAY 19</th>
<th>JUN 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual FY18</td>
<td>$382,000</td>
<td>$355,934</td>
<td>$445,926</td>
<td>$63,926</td>
<td>$89,992</td>
<td>$45,309</td>
<td>$53,207</td>
<td>$54,504</td>
<td>$57,503</td>
<td>$60,048</td>
<td>$62,048</td>
</tr>
<tr>
<td>Budget FY19</td>
<td>$355,934</td>
<td>$410,037</td>
<td>$462,694</td>
<td>$22,628</td>
<td>$52,657</td>
<td>$29,675</td>
<td>$34,207</td>
<td>$30,207</td>
<td>$30,207</td>
<td>$29,675</td>
<td>$9,500</td>
</tr>
<tr>
<td>Inc/(Dec) from Prior Year to Current Year</td>
<td>$63,926</td>
<td>$22,628</td>
<td>$21,487</td>
<td>$52,142</td>
<td>$11,623</td>
<td>$8,674</td>
<td>$12,516</td>
<td>$12,516</td>
<td>$16,884</td>
<td>$(422,307)</td>
<td>$(386,328)</td>
</tr>
<tr>
<td>Year-to-Date Budget Variance</td>
<td>$89,992</td>
<td>$52,657</td>
<td>$50,030</td>
<td>$80,048</td>
<td>$39,999</td>
<td>$36,058</td>
<td>$42,764</td>
<td>$42,764</td>
<td>$40,541</td>
<td>$(393,490)</td>
<td>$(359,966)</td>
</tr>
</tbody>
</table>

As of April 30, 2019
FY2019 (July 1, 2018 to June 30, 2019)
North Central Regional Transit District  
Gross Receipts Revenue- By County (Cash Basis)  
As of April 30, 2019  
FY2019 (July 1, 2018 to June 30, 2019)

**TAOS COUNTY**

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Budget FY18</th>
<th>Actual FY18</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Year-to-Date Budget Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$66,839</td>
<td>$65,972.04</td>
<td>$68,116</td>
<td>$1,277</td>
<td>$2,144</td>
</tr>
<tr>
<td>AUG 18</td>
<td>83,346</td>
<td>82,265</td>
<td>80,642</td>
<td>(2,704)</td>
<td>(1,623)</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>80,220</td>
<td>79,179</td>
<td>78,627</td>
<td>(1,593)</td>
<td>(552)</td>
</tr>
<tr>
<td>OCT 18</td>
<td>80,485</td>
<td>79,441</td>
<td>83,156</td>
<td>2,672</td>
<td>3,716</td>
</tr>
<tr>
<td>NOV 18</td>
<td>81,220</td>
<td>80,167</td>
<td>74,586</td>
<td>(6,635)</td>
<td>(5,581)</td>
</tr>
<tr>
<td>DEC 18</td>
<td>75,307</td>
<td>74,330</td>
<td>76,769</td>
<td>1,462</td>
<td>2,438</td>
</tr>
<tr>
<td>JAN 19</td>
<td>76,273</td>
<td>75,284</td>
<td>72,162</td>
<td>(4,111)</td>
<td>(3,122)</td>
</tr>
<tr>
<td>FEB 19</td>
<td>89,205</td>
<td>88,048</td>
<td>97,618</td>
<td>8,413</td>
<td>9,570</td>
</tr>
<tr>
<td>MAR 19</td>
<td>72,201</td>
<td>71,265</td>
<td>78,874</td>
<td>6,672</td>
<td>7,609</td>
</tr>
<tr>
<td>APR 19</td>
<td>65,528</td>
<td>64,678</td>
<td>71,078</td>
<td>5,551</td>
<td>6,401</td>
</tr>
<tr>
<td>MAY 19</td>
<td>80,708</td>
<td>79,662</td>
<td>-</td>
<td>(80,708)</td>
<td>(79,662)</td>
</tr>
<tr>
<td>JUN 19</td>
<td>60,495</td>
<td>59,710</td>
<td>-</td>
<td>(60,495)</td>
<td>(59,710)</td>
</tr>
</tbody>
</table>

$911,827 $900,000 $781,628 $(130,199) $(118,372)
## North Central Regional Transit District

Grant Revenue- By Month (Cash Basis)

As of April 30, 2019

FY2019 (July 1, 2018 to June 30, 2019)

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>168,529</td>
<td>$ 99,705</td>
<td>($68,824)</td>
<td>59.16%</td>
<td></td>
</tr>
<tr>
<td>AUG 18</td>
<td>180,587</td>
<td>158,743</td>
<td>(21,844)</td>
<td>87.90%</td>
<td></td>
</tr>
<tr>
<td>SEPT 18</td>
<td>247,616</td>
<td>240,773</td>
<td>(6,843)</td>
<td>97.24%</td>
<td></td>
</tr>
<tr>
<td>OCT 18</td>
<td>176,941</td>
<td>28,041</td>
<td>(148,900)</td>
<td>15.85%</td>
<td></td>
</tr>
<tr>
<td>NOV 18</td>
<td>169,900</td>
<td>-</td>
<td>(169,900)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>DEC 18</td>
<td>204,810</td>
<td>430,714</td>
<td>225,904</td>
<td>210.30%</td>
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</tr>
<tr>
<td>JAN 19</td>
<td>233,369</td>
<td>177,584</td>
<td>(55,785)</td>
<td>76.10%</td>
<td></td>
</tr>
<tr>
<td>FEB 19</td>
<td>197,074</td>
<td>380,740</td>
<td>183,666</td>
<td>193.20%</td>
<td></td>
</tr>
<tr>
<td>MAR 19</td>
<td>278,783</td>
<td>175,045</td>
<td>(103,738)</td>
<td>62.79%</td>
<td></td>
</tr>
<tr>
<td>APR 19</td>
<td>203,918</td>
<td>183,400</td>
<td>(20,518)</td>
<td>89.94%</td>
<td></td>
</tr>
<tr>
<td>MAY 19</td>
<td>423,187</td>
<td>-</td>
<td>(423,187)</td>
<td>0.00%</td>
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</tr>
<tr>
<td>JUN 19</td>
<td>951,507</td>
<td>-</td>
<td>(951,507)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>$3,436,221</strong></td>
<td><strong>$1,874,745</strong></td>
<td><strong>($1,561,476)</strong></td>
<td><strong>54.56%</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Prior Year vs. Current Year FY2018

<table>
<thead>
<tr>
<th></th>
<th>Actual FY18</th>
<th>Actual FY19</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
<th>Inc/(Dec) from Prior Year to Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$151,082</td>
<td>$99,705</td>
<td>($51,377)</td>
<td>65.99%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>161,892</td>
<td>158,743</td>
<td>(3,149)</td>
<td>98.05%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>221,981</td>
<td>240,773</td>
<td>18,792</td>
<td>108.47%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>158,623</td>
<td>28,041</td>
<td>(130,582)</td>
<td>17.68%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>152,311</td>
<td>-</td>
<td>(152,311)</td>
<td>0.00%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>183,607</td>
<td>430,714</td>
<td>247,107</td>
<td>234.58%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>209,209</td>
<td>177,584</td>
<td>(31,625)</td>
<td>84.88%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>176,672</td>
<td>380,740</td>
<td>204,068</td>
<td>215.51%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>249,922</td>
<td>175,045</td>
<td>(74,877)</td>
<td>70.04%</td>
</tr>
<tr>
<td>APR 19</td>
<td>182,807</td>
<td>183,400</td>
<td>593</td>
<td>100.32%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>379,376</td>
<td>-</td>
<td>(379,376)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>853,001</td>
<td>-</td>
<td>(853,001)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td><strong>$3,080,483</strong></td>
<td><strong>$1,874,745</strong></td>
<td><strong>($1,205,738)</strong></td>
<td><strong>60.86%</strong></td>
</tr>
</tbody>
</table>
### Administrative Expenses FY18 - FY19

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Year to Date Budget Variance</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$102,251</td>
<td>$124,475</td>
<td>$55,792</td>
<td>(46,459)</td>
<td>(68,683)</td>
<td>44.82%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$107,481</td>
<td>$130,841</td>
<td>$145,371</td>
<td>37,890</td>
<td>14,530</td>
<td>111.10%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$119,392</td>
<td>$145,342</td>
<td>$120,935</td>
<td>1,543</td>
<td>(24,407)</td>
<td>83.21%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$108,441</td>
<td>$132,010</td>
<td>$185,241</td>
<td>76,800</td>
<td>53,231</td>
<td>140.32%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$92,475</td>
<td>$112,574</td>
<td>$114,740</td>
<td>22,265</td>
<td>2,166</td>
<td>101.92%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$103,590</td>
<td>$126,105</td>
<td>$113,075</td>
<td>9,485</td>
<td>(13,030)</td>
<td>89.67%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$139,560</td>
<td>$169,893</td>
<td>$132,906</td>
<td>(6,654)</td>
<td>(36,987)</td>
<td>78.23%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$107,551</td>
<td>$130,927</td>
<td>$108,579</td>
<td>1,028</td>
<td>(22,348)</td>
<td>82.93%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$164,395</td>
<td>$200,125</td>
<td>$144,927</td>
<td>(19,468)</td>
<td>(55,199)</td>
<td>72.42%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$131,027</td>
<td>$159,505</td>
<td>$94,871</td>
<td>(36,156)</td>
<td>(64,634)</td>
<td>59.48%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$91,106</td>
<td>$110,907</td>
<td>-</td>
<td>(91,106)</td>
<td>(110,907)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$152,611</td>
<td>$185,781</td>
<td>-</td>
<td>(152,611)</td>
<td>(185,781)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$1,419,878</td>
<td>$1,728,486</td>
<td>$1,216,437</td>
<td>(203,442)</td>
<td>(512,049)</td>
<td>70.38%</td>
</tr>
</tbody>
</table>

### Operating Expenses FY18 - FY19

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$308,538</td>
<td>$322,511</td>
<td>$172,069</td>
<td>(136,468)</td>
<td>(150,442)</td>
<td>53.35%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$288,854</td>
<td>$301,937</td>
<td>$411,265</td>
<td>122,410</td>
<td>109,328</td>
<td>136.21%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>$582,554</td>
<td>$608,939</td>
<td>$638,172</td>
<td>55,618</td>
<td>29,233</td>
<td>104.80%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>$498,698</td>
<td>$521,284</td>
<td>$946,524</td>
<td>447,826</td>
<td>425,240</td>
<td>181.58%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$1,136,316</td>
<td>$1,187,780</td>
<td>$516,392</td>
<td>(619,924)</td>
<td>(671,388)</td>
<td>43.48%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$533,670</td>
<td>$557,840</td>
<td>$531,481</td>
<td>(2,189)</td>
<td>(26,359)</td>
<td>95.27%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$1,062,999</td>
<td>$1,111,143</td>
<td>$615,952</td>
<td>(447,047)</td>
<td>(495,191)</td>
<td>55.43%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$586,277</td>
<td>$563,022</td>
<td>$1,081,547</td>
<td>542,920</td>
<td>518,525</td>
<td>192.10%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$904,175</td>
<td>$945,126</td>
<td>$1,222,433</td>
<td>318,258</td>
<td>277,308</td>
<td>129.34%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$867,439</td>
<td>$906,726</td>
<td>$552,790</td>
<td>(314,649)</td>
<td>(353,936)</td>
<td>60.97%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>$829,014</td>
<td>$866,560</td>
<td>-</td>
<td>(829,014)</td>
<td>(866,560)</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$1,291,112</td>
<td>$1,349,588</td>
<td>-</td>
<td>(1,291,112)</td>
<td>(1,349,588)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$8,841,995</td>
<td>$9,242,457</td>
<td>$6,688,625</td>
<td>(2,153,370)</td>
<td>(2,553,832)</td>
<td>72.37%</td>
</tr>
</tbody>
</table>

### Capital Expenses FY18 - FY19

<table>
<thead>
<tr>
<th>Month</th>
<th>Actual FY18</th>
<th>Budget FY19</th>
<th>Actual FY19</th>
<th>Inc (Dec) 2018 vs 2019</th>
<th>Inc/Dec of Budget vs Actual</th>
<th>% Month (Year) to Date vs Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL 18</td>
<td>$2,435</td>
<td>$4,745</td>
<td>-</td>
<td>(2,435)</td>
<td>(4,745)</td>
<td>0.00%</td>
</tr>
<tr>
<td>AUG 18</td>
<td>$3,001</td>
<td>$5,848</td>
<td>-</td>
<td>(3,001)</td>
<td>(5,848)</td>
<td>0.00%</td>
</tr>
<tr>
<td>SEPT 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>OCT 18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>NOV 18</td>
<td>$125,258</td>
<td>$244,072</td>
<td>$118,290</td>
<td>(6,968)</td>
<td>(125,782)</td>
<td>48.47%</td>
</tr>
<tr>
<td>DEC 18</td>
<td>$42,500</td>
<td>$82,814</td>
<td>$19,797</td>
<td>(22,703)</td>
<td>(63,017)</td>
<td>23.91%</td>
</tr>
<tr>
<td>JAN 19</td>
<td>$147,269</td>
<td>$286,961</td>
<td>$24,363</td>
<td>(122,906)</td>
<td>(262,598)</td>
<td>8.49%</td>
</tr>
<tr>
<td>FEB 19</td>
<td>$22,522</td>
<td>$43,885</td>
<td>-</td>
<td>(22,522)</td>
<td>(43,885)</td>
<td>0.00%</td>
</tr>
<tr>
<td>MAR 19</td>
<td>$100,200</td>
<td>$195,245</td>
<td>$74,461</td>
<td>(25,739)</td>
<td>(120,784)</td>
<td>38.14%</td>
</tr>
<tr>
<td>APR 19</td>
<td>$83,451</td>
<td>$162,608</td>
<td>$10,798</td>
<td>(72,653)</td>
<td>(151,810)</td>
<td>6.64%</td>
</tr>
<tr>
<td>MAY 19</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>JUN 19</td>
<td>$604,955</td>
<td>$1,178,787</td>
<td>-</td>
<td>(604,955)</td>
<td>(1,178,787)</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$1,131,591</td>
<td>$2,204,964</td>
<td>$247,709</td>
<td>(883,882)</td>
<td>(1,957,255)</td>
<td>11.23%</td>
</tr>
</tbody>
</table>
EXECUTIVE REPORT
May 2019

EXECUTIVE

- Meet with Representatives of Senator Udall, Senator Heinrichs and Congressman Lujan’s Office along with Board Chair.
- Meet with property owner’s representative regarding acquisition of property in Taos for new maintenance facility.
- Participated in discussion with the US Government Accountability Office regarding Rural Transit Coordination.
- Participated in 90% design review for ADA construction plans.
- Conducted discussions with Huitt Zollars regarding Maintenance Facility design contract.
- Conducted orientation for new District employees.
- Telephonically met with Teamsters Union representatives to discuss and finalize ground rules for negotiations.
- Meet with staff to discuss transition assignments for Planning and Grants division.
- Meet with staff to identify collective bargaining issues.
- Reviewed submitted RFP’s for Service Plan update.
- Reviewed submitted RFP’s for Asset Management Software.
- Participated in discussion with NMDOT and Wilson Engineering regarding right-of-way conveyance for US64/NM150 park and ride.
- Drafted RFP for Construction Management and Owner’s Representative.
- Updated Orientation on Boarding materials.
- Conducted discussion with NMDOT regarding 5339b and 5311 allocations.
- Participated in ongoing discussions on upgrade for Cradlepoint routers, Avail and Steadynetworks.
- Met with Compensation and Classification consult regarding market study.
- Conducted staff performance evaluation.
- Participated in Sustainability committee meeting.
- Performed all HR functions.
- Performed Planning, Projects and Grants functions and divisional oversight.
- Continued conducting project meetings for ADA Phase V and VI, Maintenance Facility Design and Construction project, Taos Facility Masterplan, Fleet and Facilities Asset Management Software Acquisition and Short-Range Service Plan update.
- Attended Rio Metro RTD Board meeting.
- Participated in NMTA Board meeting.
- Attended monthly MPO TCC meeting.
- Attended APTA Small Operations Committee (telephonically).
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Met weekly as needed (telephonically) with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including
Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

**LEGAL**
- Review and assist in preparation of Board Packet materials
- Work on Real Property Issues with City of Espanola and Surveyor and District Staff
- Work toward closing on additional 3 acres of property
- Assist in various personnel matters
- Prepare Legal Updates for Staff Meetings
- Review various contracts and amendments
- Assist on Legal Issues with Procurements
- Assist with Changes to Banking Agreements
- Revise Form Contract for Incidental Uses of District Property and Coordinate Review with DOT and FTA
- Review 2 USC 200 regulations for grantees
- Meet with NMDOT legal counsel and FTA legal counsel re: grant related land use restrictions
- Assist in implementation of new Angel Fire route through legal agreements
- Finalize Incidental Use Agreements for Vet Rides and Lowrider event
- Assist with staff participation in Taos County ROW litigation
- Assist with Garnishment issues
- Attend RMRTD Meeting
- Participated in the CommUNITY Day event on the Santa Fe Plaza
- Continued work with Finance on the FY2020 Budget Book for ultimate submission to GFOA
- Completed and distributed the May Blue Bus Times
- Wrote and submitted an Executive Director by-lined article to APTA’s Passenger Transport magazine which ran in their special issue for the Mobility Conference
- Updated the District’s Legislative Priorities document on behalf of the executive director as he works with the congressional delegations and congresspersons
- Met with Scott Hutton to discuss FY2020’s advertising program with Hutton Broadcasting
- Met with Victor Romero, director of the Española Valley Chamber of Commerce to talk about cooperation opportunities
- Met with executive director and head of operations for Las Golondrinas to discuss shuttle services for LA Wine Festival
- Acted as point of contact for a staging of pre-1958 showcars on the NCRTD lot on behalf of the Española Lowrider Association and to raise awareness of the Española Lowrider Museum
- Wrote and submitted an article for the NMTA Summer Newsletter
- Submitted job listing ads to various publications on behalf of HR and promoted on social media
- Launched a new social media campaign called Transit Tuesday which features different staff members/operators in a human-interest light talking about why their job is important to them
- Jim Nagle was on annual leave from May 6 through 10
- Jim Nagle took a required Defensive Driving course put on by the NM Municipal League

**MARKETING/PUBLIC INFORMATION**
- Presented the FY2020 Marketing Budget to the Finance Subcommittee and the Board
- Provided on-going accounts payable support to the Finance Department
- Committed to participating in the State of NM Health and Wellness Fair at the Montoya Building in South Capitol on June 11 (Please stop by)
- Completed updates to ncrtd.org in accordance to NMDOT suggestions and recommendations
- Developed a new ad to run in Chama Valley Times
- A series of site skins ran for a week on santafe.com
- Prepared rider alerts and press releases regarding the Memorial Day Holiday
- Issued various rider alerts throughout the month – both print and digital
- Provided near daily posts and tweets on our Facebook and Twitter pages, as well as Instagram, leading to additional followers and connections to local businesses
- Attended weekly staff meetings
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in May excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec spots ran 20 times in May as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM drivetime
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in May
- A series of spots ran on Hutton’s KTRC (Talk Santa Fe) and KQBA (Outlaw Country)
- One banner ad ran in the Taos News and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun. A strip ad ran on the front page of the Locals Section for the New Mexican.
- A series of digital ads ran on Santa Fe Today, Valley Daily Post and Los Alamos Daily Post
- Ads also continued running on the Taos News website as well as Google search pages in the Taos County area
- Ads ran in the Chama Valley Times and Green Fire Times

**OPERATIONS**

- Interview Transit Operator Candidates
- Coordinate transportation for special events or member entities
- Work with NMDOT on vehicle disposals
- Conduct reference checks for prospective candidates
- Continue work on Uniform Policy update
- Various personnel issues
- Participate in New Employee Orientation
- Attend the NPRTPO monthly meeting
- Participate in Safety management call
- Coordinate training on Adept with Atomic City Transit
- Participate in NMDOT call for FY20 Capital Request
- Work on Security Services contract for FY20
- Work on continuation of Radio improvement service agreement
- Coordinate, prepare and participate in Sustainability Committee
- Work with The Solutions Group for some employee assistance needs
- Work with Corrections industries on new dispatch layout for Taos site
- Request additional training from Avail
- Work with Adept on creating additional reports and confirm settings
- Work with various entities on transportation requests
- Participate in Maintenance Facility RFP evaluation review
- Participate in Rural Coordination conference call
- Participate in Los Golondrinas event meeting
• Work with the Village of Taos Ski Valley on Summer Service Pilot
• Update the Rider Suspension Policy
• Participate in Software Asset Management RFP reviews
• Work with Planning on Angel Fire schedule
• Work with Marketing on schedule creation and updates to DAR, Angel Fire schedules
• Sent copy of original Avail contract to NMDOT for review
• Participate in ADA Transition planning meetings
• Conduct Drivers Academy training for new hires
• Prepare monthly supervisor schedule
• Assist with Employee Anniversaries and Birthday celebrations
• Update Operations processes to assist with AM Pullout
• Worked with the Secretary of State on transportation request
• Assist with Opening and Closing Supervisor duties
• Scheduled Supervisors, Transit Manager for DDC. First Aid/CPR Training
• Worked with planning on Verizon 3G sunset
• Schedule safety training for staff
• Work with Marketing on website updates
• Conduct Employee exit interviews
• Work with Leadership NM on transportation request
• Work with Galls on Uniform contract and employee fittings
• Upload site visit D & A questionnaire to Blackcat
• Upload documents from Site Visit into Blackcat
• Participate in ADA Transition plan meetings
• Work with bus shelter vendor for purchase for TAP project
• Worked on Lost and Found list for publish on website
• Work on Safety training list and verification
• Review daily pre-trip (DVCR) reports
• Schedule/coordinate preventive maintenance on buses and commuter vehicles
• Schedule/coordinate repairs on buses and commuter vehicles
• Assist with supervisor coverage in Espanola
• Schedule buses for routes
• Schedule commuters for Operators
• Schedule commuters for Supervisors
• Schedule buses/commuters for cleaning/washing
• Schedule staff to pick up trash at bus stops
• Schedule staff to clean, cut weeds, and repair bus stops
• Review, process, and submit invoices for payment
• Review and address Vehicle defect and deficiency reports
• Review and submit timesheets for staff
• Schedule leave for staff
• Schedule facility inspection reports
• Coordinate addressing concerns found in facilities reports
• Request POs as appropriate
• Disseminate POs as appropriate
• Provide fleet data as requested by other staff
• Coordinate installation and removal of ads on buses
• Coordinate Avail system repairs
• Coordinate Camera system repairs
• Coordinate replacement of Angel Track camera systems (1 left to do)
• Generate Fleet data reports as requested
• Coordinate movement of Office furniture
• Work on generating Fleet Operating procedures
- Reviewed Asset software RFPs (4) and score each
- Communicate potential bus defect problem with ADA passenger stop request strip with Creative bus sales (8 buses have this problem)
- Coordinate Windshield replacements on buses
- Held a Fleet/Facilities staff meeting
- Coordinate bus body repairs
- Change out schedules for Mountain Trail route from winter to non-winter schedules
  - Assemble two new desks for Finance

**SERVICE DEVELOPMENT**

- Attended Avail training in Pennsylvania May 6-10
- April 2019 ridership report compiled through ITS; distributed throughout Agency
- Participated in asset management RFP evaluation
- Represented NCRTD at NMDOT 5311 meeting
- Absorb NCRDT institutional knowledge needed for transition to temporary department of one
- Finalize Angel Fire Schedule
- Prioritize items for FY2021 Infrastructure Capital Improvement Plan (ICIP)
- Identify project for TTP funding
- Met with executive director and head of operations for Las Golondrinas to discuss shuttle services for LA Wine Festival
- Took a required Defensive Driving course put on by the NM Municipal League
- Began Application process for Bus & Bus Facility grant (Taos Operations and Maintenance Facility)
- Attend Staff meeting

- Worked with Felsburg Holt & Ullevig to create a Benefit-Cost Analysis for Taos Operations and Maintenance Facility

**HUMAN RESOURCES**

- Currently performed under Executive Director
Performance Measures
for
FY2019

April
The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."

The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Relations:

1. Administrative:
   a. Ridership, All Funded Routes
   b. Ridership, NCRTD Operated Routes
   c. Ridership By Service Type
   d. Operating Cost Per Passenger Trip
   e. Operating Cost Per Passenger Mile

2. Fleet:
   a. Transit Vehicle Accidents
   b. Spare Vehicle Ratio
   c. Percentage of Preventative Maintenance
   d. Miles Per Gallon

3. Customer Relations:
   a. Incidents, Complaints & Commendations
Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded and operated by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District’s operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.

<table>
<thead>
<tr>
<th>Month</th>
<th>FY16/17</th>
<th>FY17/18</th>
<th>FY18/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>40,932</td>
<td>41,785</td>
<td>41,808</td>
</tr>
<tr>
<td>AUG</td>
<td>45,202</td>
<td>47,195</td>
<td>47,639</td>
</tr>
<tr>
<td>SEPT</td>
<td>46,154</td>
<td>41,493</td>
<td>45,731</td>
</tr>
<tr>
<td>OCT</td>
<td>45,373</td>
<td>46,289</td>
<td>49,939</td>
</tr>
<tr>
<td>NOV</td>
<td>36,527</td>
<td>34,957</td>
<td>39,097</td>
</tr>
<tr>
<td>DEC</td>
<td>37,142</td>
<td>35,640</td>
<td>37,420</td>
</tr>
<tr>
<td>JAN</td>
<td>39,603</td>
<td>40,253</td>
<td>43,751</td>
</tr>
<tr>
<td>FEB</td>
<td>37,142</td>
<td>40,449</td>
<td>43,751</td>
</tr>
<tr>
<td>MAR</td>
<td>40,901</td>
<td>40,253</td>
<td>43,887</td>
</tr>
<tr>
<td>APR</td>
<td>46,068</td>
<td>44,066</td>
<td>46,408</td>
</tr>
<tr>
<td>MAY</td>
<td>38,208</td>
<td>42,365</td>
<td>37,732</td>
</tr>
<tr>
<td>JUN</td>
<td>44,829</td>
<td>47,006</td>
<td>44,202</td>
</tr>
</tbody>
</table>

% of Change from Previous Year:
- FY16/17: 0%
- FY17/18: 1%
- FY18/19: 10%

Comparison:
- FY16/17 = 503,011
- FY17/18 = 505,700
- FY18/19 = 395,680

FY16/17 = 503,011 - FY17/18 = 505,700 - FY18/19 = 395,680
Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 16-17</td>
<td>21,241</td>
<td>25,654</td>
<td>24,227</td>
<td>23,487</td>
<td>21,364</td>
<td>22,666</td>
<td>26,341</td>
<td>25,981</td>
<td>27,404</td>
<td>20,829</td>
<td>21,513</td>
<td>23,578</td>
</tr>
<tr>
<td>FY 17-18</td>
<td>20,834</td>
<td>25,875</td>
<td>23,045</td>
<td>24,173</td>
<td>21,586</td>
<td>22,097</td>
<td>26,212</td>
<td>25,783</td>
<td>26,092</td>
<td>23,699</td>
<td>26,314</td>
<td>23,731</td>
</tr>
<tr>
<td>FY 18-19</td>
<td>22,789</td>
<td>26,475</td>
<td>23,168</td>
<td>24,360</td>
<td>20,952</td>
<td>22,073</td>
<td>26,872</td>
<td>27,454</td>
<td>27,839</td>
<td>25,109</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

% of Change from Previous Year:
- FY16/17 = 284,285 - FY17/18 = 289,441 - FY18/19 = 221,982
Ridership Tracking of NCRTD Operated Routes – By Service Type

This data includes the total ridership broken down by specific service types. Services include Fixed Route, Demand, Dial A Ride and Paratransit. Breaking down the ridership by specific service type allows staff to evaluate ridership to determine service effectiveness and opportunities for ridership improvement.

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand</td>
<td>451</td>
<td>789</td>
<td>895</td>
<td>982</td>
<td>805</td>
<td>702</td>
<td>817</td>
<td>810</td>
<td>633</td>
<td>481</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dial A Ride</td>
<td>55</td>
<td>60</td>
<td>32</td>
<td>65</td>
<td>43</td>
<td>61</td>
<td>73</td>
<td>65</td>
<td>94</td>
<td>110</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paratransit</td>
<td>459</td>
<td>559</td>
<td>460</td>
<td>551</td>
<td>434</td>
<td>395</td>
<td>407</td>
<td>343</td>
<td>454</td>
<td>433</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Route</td>
<td>21,824</td>
<td>25,067</td>
<td>21,781</td>
<td>22,762</td>
<td>19,670</td>
<td>20,915</td>
<td>25,575</td>
<td>26,236</td>
<td>26,658</td>
<td>24,085</td>
<td></td>
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<tr>
<td>Systemwide</td>
<td>22,789</td>
<td>26,475</td>
<td>23,168</td>
<td>24,360</td>
<td>20,952</td>
<td>22,073</td>
<td>26,872</td>
<td>27,454</td>
<td>27,839</td>
<td>25,109</td>
<td></td>
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</tr>
</tbody>
</table>
Operational Cost Per Passenger Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track the cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.
Operating Cost Per Passenger Trip

When transit data is collected, passengers, riders and rides are counted and referred to as "trips." One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.
Performance Measure – Fleet:

Accidents per Month

This measurement shows how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Facilities Director to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.
Spare Vehicle Ratio

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles for Small and Large Urban Transit Providers. NCRTD’s fleet totals 56 and is exempt from this guideline as a Rural Transit Provider, but it is a good benchmark to keep in place. With an annual maximum service of 35 transit vehicles and a spare fleet of 12, the spare ratio is 21.43%. This number of vehicles is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns. Contingency vehicles are vehicles that are used to ensure timely pullouts and in the event of a mechanical failure or incident that requires another vehicle to complete the route.
Percentage of “On-Time” PM / Inspections

The federal benchmark for the percentage of “on-time” preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer’s recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer’s recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 7,500 mile intervals for the light and medium gasoline powered fleet and 7,500 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.
Per the NCRTD Sustainability Plan, an objective of the plan is to reduce Green House Gases produced by traditional fossil fuel combustion and to lessen the carbon footprint in areas served by the District. Goals of the plan include establishing a viable alternative fuel that will become the standard spec for future bus purchases and develop the infrastructure for storage and fueling at district locations. One metric in meeting this goal is to track alternative fuel costs and provide quarterly reports of reduced pollutants and cost of operation to the committee and the board. The chart below tracks fuel MPG for Unleaded, Diesel, E85, CNG and LPG fuel types. This gives staff an opportunity to clearly determine the best fuel source available to the District.

**Average Miles Per Gallon**

<table>
<thead>
<tr>
<th>Fuel Type</th>
<th>JUL - SEP</th>
<th>OCT - DEC</th>
<th>JAN - MAR</th>
<th>APR - JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unleaded</td>
<td>8.62</td>
<td>9.59</td>
<td>8.74</td>
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<tr>
<td>Diesel</td>
<td>8.15</td>
<td>8.81</td>
<td>8.47</td>
<td></td>
</tr>
<tr>
<td>E85</td>
<td>7.82</td>
<td>7.62</td>
<td>10.49</td>
<td></td>
</tr>
<tr>
<td>CNG</td>
<td>8.84</td>
<td>9.12</td>
<td>8.76</td>
<td></td>
</tr>
<tr>
<td>LPG</td>
<td>5.43</td>
<td>6.32</td>
<td>8.23</td>
<td></td>
</tr>
</tbody>
</table>
Performance Measure – Customer Relations: Incidents, Complaints and Commendations

This performance measure calculates the number of customer incidents, complaints and commendations reported to the Operations and Facilities Director on a monthly basis.

Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Facilities Director. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement indicates the frequency of incidents versus the number of monthly riders. It is also an indication if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

Complaints are categorized by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

Compliments are categorized by the different positions within Operations. Compliments are shared with employees and when situations truly show that staff went above the call of duty they are recognized through the “Above and Beyond” recognition program at the NCRTD. Supervisors and Operators may use compliments at the time of their evaluation.
Performance Measure – Customer Relations:

1. Driver refused service to a rider at the Hindi bus stop for using foul language towards him.
2. Four passengers board the bus at Cities of Gold Casino. Before the bus left the stop one of the passengers began using foul language. The driver asked him to stop or he would not be allowed to ride. The passenger promised he would stay quiet. As the driver started out on the route the driver was notified by another passenger he was being threatened by the passenger who was using foul language. The driver pulled the bus over in a safe location and asked the passenger who was using the foul language and giving the other passenger a hard time to get off the bus. The passenger hesitated to get off, the driver advised him the bus had cameras and video footage of his behavior and if he needed to call the police to get him off the bus he would. The passenger then got off the bus without incident.
3. Two passengers board the bus at the Taos Java stop carrying two boxes on board with them. As the driver proceeded on the route the male passenger began to pull things out of the box. As the driver looked back through his rearview mirror he thought he saw the male passenger pull out a handgun. The passengers got off at the Ranchos de Taos Post Office.
4. A supervisor went to the Taos County Admin stop to meet with the Penasco and Questa drivers to do pre-trip inspection checks. While there he was checking to see if a passenger that had been suspended from receiving services was not riding the Questa bus. The supervisor did not find the individual on the bus. As the supervisor was in route back to the office he heard over the radio a driver calling in to dispatch for assistance due to a fight breaking out at the Taos County Admin stop. The supervisor went back to the Taos County Admin stop. When arriving back at the Taos County Admin stop the supervisor observed the individual he had been looking for earlier was at the Super Save parking lot across the street. The supervisor talked with one of the drivers asking him if he saw what had happened. The driver told the supervisor this individual was starting a fight with an elderly man who was trying to board the Chile Line bus. The elderly man was not a threat, so the other driver of the Chile Line route allowed the man to get on the bus and took him away from the situation. The supervisor went to the bus shelter to talk to any other witnesses that might have seen anything regarding the altercation. The driver of the other bus came back to the supervisor to advise him he had a passenger who stated there were three individuals (one being the individual who had been suspended from riding the NCRTD buses) who were looking for him and his girlfriend and were going to shoot him. The three individuals left the stop. The driver was able to get the license plate of the vehicle they left in. Police were notified and were able to get the passenger and his girlfriend down to ask them questions regarding the situation. Upon asking them questions the police found they both had warrants out for their arrest, drugs and a hand gun on them. They were taken into custody.
5. The Los Alamos bus ended its run at the Park and Ride stop. As she was getting ready to depart from the stop a passenger boarded the bus. The driver tried to tell him the bus was out of service, but he proceeded to get on the bus and sit down. At this time police officers arrive and boarded the bus looking for the individual. They searched him and found he had a knife. They told the driver they had received a call about a suspicious person in the area and took him off the bus. The driver then proceeded back to the NCRTD yard.
6. The driver noticed a passenger who got on at the Park and Ride stop appeared to be very sleepy. As the driver was pulling out from the stop she noticed the passenger dropped his cell phone on the floor and picked it up a few times. The driver asked the passenger if he was ok when she reached the Allsup’s stop. As she proceeded to pull out of the stop the passenger got up from his seat and grabbed the trash bag. The driver advised him he needed to sit down while the bus was moving. The passenger then sat down on the seat and began to vomit. At the next stop the driver asked the passenger to get off the bus but the passenger refused, he appeared to be intoxicated. As the driver began to radio in she needed assistance the passenger got off the bus. The driver then cleaned up the mess on the floor and proceeded on the route.
7. A passenger on the Tesuque route failed to let the driver know where he was wanting to get off. When he realized he missed his stop he wanted the driver to drop him off a little past the bus stop. The driver informed him that he was not allowed to drop him off on the side of the road but would be able to drop him off at the next stop.
1. Caller stated driver was speeding in the parking lot of El Cerrito Apartments, the speed limit in the parking lot is 10mph. Supervisor returned the phone call advising the caller the drivers speed is monitored. The video cameras were check and it didn’t show the driver was speeding.

2. An email was sent to the NCRTD Executive Director regarding a complaint stating an RTD bus cut him off going towards Eldorado forcing him into the breakdown lane.

   **NCRTD Operations Director replied via email notify of the video footage that was captured from the bus.**

3. Caller stated the driver did not give her enough time to get to the bus before she drove away at the Espanola Hospital.

   **Supervisor viewed the video footage and saw the woman sitting on the bench. The driver stopped at the stop for a few seconds and then drove away. There was no one at the bus stop.**

4. Caller stated she was not given a courtesy call advising of the time she was going to get picked up. She also stated the dispatchers and drivers are rude and was not found in the Adept system.

   **Supervisor promised to send the caller a copy of our rider policy. Supervisor overheard dispatcher talked to the caller but did not seem to be rude with the caller. Driver stated she had backed up a few times in hope the rider would hear the back-up alarm notifying her the bus was there to pick her up.**

5. Caller stated the bus never arrived at the Library in Taos.

   **Supervisor checked the video footage, it showed the bus arriving a few minutes before the expected time it was due to arrive. Supervisor will talk with the drive to be more conscientious of his time.**
### Performance Measure – Incidents, Complaints & Commendations:

<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident - Driver-Non Rider</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>1</td>
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<td>3</td>
<td>1</td>
<td>0</td>
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<td>Incident - Passenger</td>
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<td>1</td>
<td>8</td>
<td>2</td>
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<tr>
<td>Incident Driver-Rider</td>
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<td>6</td>
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<td>4</td>
<td>5</td>
<td>4</td>
<td>7</td>
<td>3</td>
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<td>Incident - Passenger Non-Rider</td>
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<td>0</td>
<td>1</td>
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<td>0</td>
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<td>2</td>
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<tr>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
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<td></td>
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<tr>
<td>Complaint - Operator Performance</td>
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<td>1</td>
<td>12</td>
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<td>1</td>
<td>0</td>
<td>2</td>
<td>3</td>
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<td>Commendation - Operator Performance</td>
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<td>0</td>
<td>0</td>
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<td>Commendation - Scheduling</td>
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<tr>
<td><strong>Total</strong></td>
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<td>7</td>
<td>22</td>
<td>11</td>
<td>10</td>
<td>12</td>
<td>17</td>
<td>13</td>
<td>12</td>
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## NCRTD Monthly Ridership Summary

April 1, 2019 through April 30, 2019

### Calendar Operating Days

<table>
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<th>Month</th>
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<tbody>
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<td>Jul-18</td>
<td>30</td>
</tr>
<tr>
<td>Aug-18</td>
<td>31</td>
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<td>Oct-18</td>
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<tr>
<td>Nov-18</td>
<td>27</td>
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<tr>
<td>Dec-18</td>
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<tr>
<td>Jan-19</td>
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<td>Feb-19</td>
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<td>Mar-19</td>
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<tr>
<td>Apr-19</td>
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<tr>
<td>May-19</td>
<td></td>
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<tr>
<td>Jun-19</td>
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</table>

### Monthly System Totals

<table>
<thead>
<tr>
<th></th>
<th>This Year</th>
<th>Last Year</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>25,190</td>
<td>23,699</td>
<td>6.29%</td>
</tr>
<tr>
<td>NCRTD Funded</td>
<td>12,542</td>
<td>18,666</td>
<td>-32.81%</td>
</tr>
<tr>
<td>All Systems Funded</td>
<td>37,732</td>
<td>42,365</td>
<td>-10.94%</td>
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### Year to Date Totals

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<th>This Year</th>
<th>Last Year</th>
<th>Difference</th>
<th>% Change</th>
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<tr>
<td>NCRTD Operated</td>
<td>247,172</td>
<td>239,396</td>
<td>7,776</td>
<td>3.25%</td>
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<tr>
<td>NCRTD Funded</td>
<td>186,240</td>
<td>176,138</td>
<td>10,102</td>
<td>5.74%</td>
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<tr>
<td>All Systems Total</td>
<td>433,412</td>
<td>415,534</td>
<td>17,878</td>
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### System Daily Averages

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</thead>
<tbody>
<tr>
<td>NCRTD Operated</td>
<td>840</td>
<td>790</td>
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<td>NCRTD Funded</td>
<td>418</td>
<td>622</td>
<td>-32.80%</td>
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<tr>
<td>Systems Total</td>
<td>1258</td>
<td>1412</td>
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### Total Ridership YTD % Change

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<th></th>
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<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>% Change</td>
<td>0.06%</td>
<td>0.52%</td>
<td>3.61%</td>
<td>4.73%</td>
<td>5.38%</td>
<td>5.33%</td>
<td>5.80%</td>
<td>6.13%</td>
<td>6.03%</td>
<td>4.30%</td>
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</table>

### On Time Performance

<table>
<thead>
<tr>
<th></th>
<th>Early</th>
<th>On Time</th>
<th>Late</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30.12%</td>
<td>58.77%</td>
<td>10.62%</td>
</tr>
</tbody>
</table>
FY 18/19 April Ridership

Comparative Ridership NCRTD Operated Routes ONLY

FY16/17 = 284,285  FY17/18 = 289,441  FY18/19 = 247,172
<table>
<thead>
<tr>
<th></th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY16/17</td>
<td>24,656</td>
<td>23,049</td>
<td>21,877</td>
<td>21,886</td>
<td>15,163</td>
<td>14,476</td>
<td>13,262</td>
<td>14,920</td>
<td>18,664</td>
<td>17,379</td>
<td>20,559</td>
<td>21,251</td>
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<tr>
<td>FY17/18</td>
<td>20,951</td>
<td>21,320</td>
<td>18,448</td>
<td>22,116</td>
<td>14,413</td>
<td>13,543</td>
<td>14,041</td>
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<td>17,974</td>
<td>18,666</td>
<td>20,692</td>
<td>20,471</td>
</tr>
<tr>
<td>FY18/19</td>
<td>19,019</td>
<td>21,164</td>
<td>22,563</td>
<td>25,579</td>
<td>18,145</td>
<td>15,347</td>
<td>16,879</td>
<td>16,433</td>
<td>18,569</td>
<td>12,542</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comparative Ridership NCRTD Funded Routes

FY16/17 = 227,142  FY17/18 = 217,301  FY18/19 = 186,240
FY16/17 = 55,197  FY17/18 = 55,692  FY18/19 = 48,584

FY16/17 = 14,316  FY17/18 = 18,433  FY18/19 = 13,120
On Time Performance: 13.3% Early / 76.4% On Time / 10.3% Late

On Time Performance: 9.5% Early / 76.6% On Time / 13.9% Late
FY17/18 = 2,528  FY18/19 = 2,797
On Time Performance: 28.9% Early / 51.2% On Time / 19.9% Late

FY16/17 = 1,290  FY17/18 = 1,510  FY18/19 = 1,561
On Time Performance: 11.7% Early / 47% On Time / 41.3% Late
190-Chama

FY16/17 = 5,190  FY17/18 = 5,456  FY18/19 = 5,283

On Time Performance: 20% Early / 64.8% On Time / 15.1% Late

200-Santa Fe

FY16/17 = 20,381  FY17/18 = 18,996  FY18/19 = 14,903

On Time Performance: 9% Early / 65.9% On Time / 25.1% Late
### 220-Tesuque

<table>
<thead>
<tr>
<th>Month</th>
<th>FY16/17</th>
<th>FY17/18</th>
<th>FY18/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUL</td>
<td>609</td>
<td>697</td>
<td>803</td>
</tr>
<tr>
<td>AUG</td>
<td>765</td>
<td>904</td>
<td>783</td>
</tr>
<tr>
<td>SEPT</td>
<td>729</td>
<td>647</td>
<td>691</td>
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<tr>
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<tr>
<td>JUNE</td>
<td>745</td>
<td>741</td>
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**FY16/17** = 7,742  **FY17/18** = 7,752  **FY18/19** = 6,341

*On Time Performance: 12.4% Early / 78.2% On Time / 9.4% Late*

### 230-San Ildefonso

<table>
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<tr>
<th>Month</th>
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<th>FY17/18</th>
<th>FY18/19</th>
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<td>473</td>
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<td>392</td>
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<td>399</td>
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<tr>
<td>JUNE</td>
<td>579</td>
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**FY16/17** = 4,861  **FY17/18** = 5,535  **FY18/19** = 4,245

*On Time Performance: 15.1% Early / 73.5% On Time / 11.4% Late*
*Santa Fe National Forest was closed during the month of June. Mountain Trails service was suspended.

255-Mountain Trail

<table>
<thead>
<tr>
<th>Month</th>
<th>FY16/17</th>
<th>FY17/18</th>
<th>FY18/19</th>
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<td>115</td>
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<td>SEPT</td>
<td>208</td>
<td>389</td>
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<td>OCT</td>
<td>289</td>
<td>349</td>
<td>221</td>
</tr>
<tr>
<td>NOV</td>
<td>99</td>
<td>223</td>
<td>152</td>
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<td>DEC</td>
<td>1,523</td>
<td>720</td>
<td>1933</td>
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<td>JAN</td>
<td>1,445</td>
<td>479</td>
<td>1908</td>
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<td>FEB</td>
<td>716</td>
<td>518</td>
<td>1309</td>
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<tr>
<td>MAR</td>
<td>765</td>
<td>521</td>
<td>1583</td>
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<td>APR</td>
<td>131</td>
<td>212</td>
<td>0</td>
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<tr>
<td>MAY</td>
<td>171</td>
<td>371</td>
<td>203</td>
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<td>331</td>
<td>0</td>
<td>0</td>
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On Time Performance: 13.45% Early / 76.90% On Time / 9.65% Late

260-La Cienega

<table>
<thead>
<tr>
<th>Month</th>
<th>FY16/17</th>
<th>FY17/18</th>
<th>FY18/19</th>
</tr>
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<tbody>
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<td>83</td>
<td>109</td>
<td>136</td>
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<tr>
<td>AUG</td>
<td>116</td>
<td>132</td>
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<tr>
<td>SEPT</td>
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<tr>
<td>OCT</td>
<td>122</td>
<td>116</td>
<td>165</td>
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<tr>
<td>NOV</td>
<td>131</td>
<td>85</td>
<td>165</td>
</tr>
<tr>
<td>DEC</td>
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<td>63</td>
<td>176</td>
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<tr>
<td>JAN</td>
<td>89</td>
<td>67</td>
<td>132</td>
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<tr>
<td>FEB</td>
<td>120</td>
<td>72</td>
<td>141</td>
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<tr>
<td>MAR</td>
<td>188</td>
<td>72</td>
<td>156</td>
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<tr>
<td>APR</td>
<td>161</td>
<td>102</td>
<td>156</td>
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<tr>
<td>MAY</td>
<td>121</td>
<td>120</td>
<td>163</td>
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<tr>
<td>JUNE</td>
<td>137</td>
<td>186</td>
<td>182</td>
</tr>
</tbody>
</table>

On Time Performance: 7.3% Early / 68.3% On Time / 24.3% Late
**270-Turquoise Trail**

FY16/17 = 5,940  FY17/18 = 4,917  FY18/19 = 3,336

On Time Performance: 18.7% Early / 61.2% On Time / 20.1% Late

**280-Eldorado**

FY16/17 = 5,168  FY17/18 = 5,753  FY18/19 = 4,043

On Time Performance: 3.7% Early / 87.9% On Time / 8.4% Late
FY16/17 = 6,997  FY17/18 = 5,761  FY18/19 = 3,789
On Time Performance: 20.5% Early / 74% On Time / 5.5% Late

FY16/17 = 13,004  FY17/18 = 13,585  FY18/19 = 12,436
On Time Performance: 19.7% Early / 49.3% On Time / 31% Late
305-Taos Express

On Time Performance: 22.5% Early / 61% On Time / 16.5% Late

310-Red River

On Time Performance: 0.3% Early / 84% On Time / 15.7% Late
FY16/17 = 14,701  FY17/18 = 16,206  FY18/19 = 14,296
On Time Performance: 4.8% Early / 87.6% On Time / 7.5% Late

FY16/17 = 4,673  FY17/18 = 5,187  FY18/19 = 4,471
On Time Performance: 15% Early / 66.9% On Time / 18.1% Late
340-Chile Line

On Time Performance: 13.9% Early / 73.1% On Time / 13% Late

341-Taos Ski Valley

On Time Performance: Performance is not tracked due to manually entering ridership via tallysheets
FY16/17 = 1,707  FY17/18 = 1,995  FY18/19 = 1,046
On Time Performance: 20.9% Early / 69.2% On Time / 10% Late

FY16/17 = 872  FY17/18 = 832  FY18/19 = 525
On Time Performance: 21.6% Early / 52.3% On Time / 26.1% Late
FY16/17 = 1,088  FY17/18 = 1,380  FY18/19 = 1,635  
On Time Performance: 6.7% Early / 80.8% On Time / 12.5% Late

FY16/17 = 6,023  FY17/18 = 7,883  FY18/19 = 4,535
Pojoaque Demand Response

FY16/17 = 3,188  FY17/18 = 3,572  FY18/19 = 3,100

Pojoaque-Dial-A-Ride

FY16/17 = 1,095  FY17/18 = 917  FY18/19 = 658
Paratransit - ADA

FY16/17 = 1,711  FY17/18 = 1,532  FY18/19 = 4,495

* Include ADA Flex Route
Special Events

FY16/17 = 1,509  FY17/18 = 1,001  FY18/19 = 314

Dead Head

FY16/17 = 1,263  FY17/18 = 1,078  FY18/19 = 781

On Time Performance: 31.5% Early / 51.9% On Time / 16.5% Late
Los Alamos, 166, 0%
Rio Arriba, 1459, 6%
Taos, 9568, 38%
Tribal, 1972, 8%
Santa Fe, 3503, 14%
Espanola, 7532, 30%
Flex Route, 75, 0%
Demand Response, 1, 0%
Paratransit Services, 481, 2%
Special Event, 0, 0%
Dead Head, 433, 2%
Los Alamos, 166, 0%
Rio Arriba, 1459, 6%
### Santa Fe Rt 2

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<th>FY16/17</th>
<th>FY17/18</th>
<th>FY18/19</th>
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<td>2,751</td>
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<td>2,087</td>
<td>2,307</td>
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<tr>
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<td>3,494</td>
<td>2,535</td>
<td>2,372</td>
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<tr>
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<td>MAY</td>
<td>2,817</td>
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<td>2,670</td>
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<td>JUNE</td>
<td>3,255</td>
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FY16/17 = 45,818  FY17/18 = 30,130  FY18/19 = 24,981

### Santa Fe 4

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<td>405</td>
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<td>545</td>
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<td>671</td>
<td>600</td>
<td>520</td>
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<tr>
<td>JUNE</td>
<td>565</td>
<td>520</td>
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FY16/17 = 7,103  FY17/18 = 5,648  FY18/19 = 4,296
JUL AUG SEPT OCT NOV DEC JAN FEB MAR APR MAY JUN

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<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
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<td>771</td>
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Santa Fe 22

FY16/17 = 6,854 FY17/18 = 5,803 FY18/19 = 4,678

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Santa Fe Pickup

FY16/17 = 85,384 FY17/18 = 85,516 FY18/19 = 64,226
Title: Review and acceptance of Goals and Objectives for Executive Director for the period of June 2019 – June 2020

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The attached document reflects the Goals and Objectives that were developed and reviewed by the Executive Officers and Chair of the Finance Subcommittee at their meeting on May 31, 2019. The following members participated in the process of reviewing this document; Chairman Daniel Barrone, Vice Chairman Dennis Tim Salazar, Secretary/Treasurer and Finance Subcommittee Chair Ed Moreno. Charlie Dorame, Tribal Subcommittee Chair had a conflict and was unable to attend.

Background: The Executive Directors employment agreement requires that annual goals and objectives be developed.

Recommended Action: It is recommended by the Executive Officers and Chair of the Subcommittee that the Board move for acceptance of the attached Goals and Objectives.

Options/Alternatives:

1. Take no action; or
2. Adoption of the recommendation of the Executive Committee; or
3. Request that Executive Committee return with additional information to address any Board concerns.

Fiscal Impact: None

Attachments: NA
Anthony J. Mortillaro, Executive Director

Performance Goals and Objectives for July 2019 – June 2020

Goals are divided into three categories:

- Organizational Goals;
- Project and Service Delivery Goals, the activities that will improve transportation for the public; and
- Administrative Goals, the actions aimed at maximizing the effectiveness of the District’s internal operations.

Organizational Goals

Goal 1: Maintain the long-range strategic financial and capital plans.
Objectives:
   a. Annually update the 10-year long range financial plan for presentation to the Board and adoption.
   b. Annually update the 10-year capital investment plan for presentation to the Board and adoption.

Goal 2: Maximize state, federal and local funding.
Objectives:
   a. Continue to work with NMDOT and submit funding requests.
   b. Continue to seek out new funding from various sources.
   c. Continue to work with Tribal Members to apply for funding requests.
   d. Continue to work with municipal and county members on funding partnerships opportunities.
   e. Continue to work with NMTA on its quest to seek funding for a statewide transit program.

Goal 3: Continue to enhance the visibility of the NCRTD.
Objectives:
   a. Maintain updated district informational materials to reflect district initiatives (ongoing).
   b. Continue outreach to media outlets (ongoing).
   c. Meet individually at least once annually with each member district and present the District's Annual Report.
   d. Continue to implement the strategic marketing plan (based upon funding availability).
   e. Maintain transparency through website enhancements.

Goal 4: GRT Election – Sunset Removal.
Objectives:
   a. Commence activities per attached illustrative roadmap in preparation for a November 2018 Election.

Goal 45: Collective Bargaining
Objectives:
   a. Conduct FY 19 negotiations and present a revised collective bargaining agreement to the Board for consideration.
Goal 56: Long Range Strategic Plan (LRSP).
Objectives:
   a. Continue implementation of Long Range Strategic Plan subject to available funding.
   b. Review LRSP with Board in the context of the Service Plan update to discuss various funding scenarios.

Goal 6: Mobile Land Radio System (MLRS) update
Objectives:
   a. Implement the MLRS as recommended and Board funded.
   b. Seek funding sources for the radio system update.

Goal 7: Oversee implementation of the Capital Investment Plan.
Objectives:
   a. Implement the various capital investments funded in FY 20.

<table>
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<tr>
<th>Project</th>
<th>Cost</th>
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<tr>
<td>5311 Bus replacements (7-units)</td>
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<tr>
<td>Taos Maintenance Facility Land Acquisition</td>
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<tr>
<td>5311 C Tribaluses (1-unit Tesuque)</td>
<td>$108,000</td>
</tr>
<tr>
<td>Asset Management &amp; Fleet Maintenance Software</td>
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</tr>
<tr>
<td>AV Enhancements Board Room</td>
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<tr>
<td>Concrete Shelter Pads (new and replacements)</td>
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<tr>
<td>Fleet Maintenance Facility Final Design</td>
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<tr>
<td>(Española)Replacement Modems and Routers (25)</td>
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<tr>
<td>Commuter and Maintenance Vehicles (23-units)</td>
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<tr>
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</tr>
<tr>
<td>Radio Tower Infrastructure &amp; Equipment</td>
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</tr>
<tr>
<td>Replacement Shelters</td>
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<tr>
<td>Short Range Transit Plan Update Electronic Schedule Kiosks</td>
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</tr>
<tr>
<td>TAP (ADA Plan and Implementation Update – Phase VI) Solar panels for bus stops</td>
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</tr>
<tr>
<td>Bus DVR replacements</td>
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<tr>
<td>TAP (ADA Plan and Implementation Update—Phase V)</td>
<td>$120,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,256,367,960,305</strong></td>
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Goal 8: ADA Transition Plan
Objectives:
   a. Continue to implement updated milestones for compliance and as funding is available.
Goal 9: Environmental Sustainability Plan
Objectives:
a. Implement the approved sustainability plan as funded and provide Board updates on milestone accomplishments.
b. Update sustainability plan and metrics.

goal 10: NCRTD and City of Santa Fe Consolidation Study
Objectives:
a. Revisit adopted recommendations with City of Santa Fe Mayor

Goal 94: Española Maintenance Facility
Objectives:
a. Secure debt financing through New Mexico Finance Authority
   b. Commence Final Design
   c. Bid project
   d. Commence Construction
   e. Keep Board apprised of key milestones

Goal 102: Taos Maintenance Facility Needs Assessment
Objectives:
a. Complete needs assessment
b. Present findings to Board
   a. Search for funding sources to address Boards adopted direction
   b. Acquire site for facility

goal 113: Short Range Service Plan Update
Objectives:
a. Seek grant funding for project
b. Solicit vendors for RFP
c. Commence project

goal 124: Asset Management & Fleet Maintenance Software
Objectives:
a. Draft RFP and solicit vendor-vendors
b. Oversee project management and implementation

goal 134: Asset Management & Fleet Maintenance Human Resources Software
Objectives:
c. Draft RFP and solicit vendor-vendors
d. Oversee project management and implementation
Administrative Goals

**Goal 145: Financial Management.**
Objectives:
\( a. \) Ensure Annual Audits are timely.
\( b. \) Continue refinement of financial practices.
\( c. \) Submit Comprehensive Annual Financial Report and Budget for GFOA Award Program.

**Goal 156: Fill staff vacancies, initiate transition of assignments and support professional development of all staff.**
Objectives:
\( a. \) Fill vacant positions with qualified individuals.
\( b. \) Promote professional development of staff through training, educational coursework and participation in professional associations (ongoing).
\( c. \) Ensure that all driver training continues as appropriate and is inclusive of passenger and employee safety instruction as funding is allocated by the Board.

**Goal 167: Maintain contemporary policies and procedures.**
Objectives:
\( a. \) Continue to review district personnel policies, practices and procedures and update as needed.
\( b. \) Continue to revise district operational and administrative policies and procedures and update as needed.
\( c. \) Continue Employee Recognition Programs.

**Goal 178: Ensure that the Executive Director understands Board members’ and member goals for the organization and meets with non-members and other transit agencies.**
Objectives:
\( a. \) Meet with each Board member to discuss his or her ideas on goals and objectives for the district as needed.
\( b. \) Meet with executive staff from member and non-member entities to review goals and priorities as needed.
\( c. \) Attends and participates on the Rio Metro Board of Directors and keeps the NCRTD Board informed.