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

Governmental Board of Directors

Village of Chama

Town of Edgewood

City of Española

County of Los Alamos

Nambé Pueblo

Ohkay Owingeh Pueblo

Pueblo of Pojoaque

County of Rio Arriba

Pueblo de San Ildefonso

Santa Clara Pueblo

City of Santa Fe

County of Santa Fe

County of Taos

Town of Taos

Village of Taos Ski Valley

Pueblo of Tesuque

REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

April 5, 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 – March 1, 2019
7. PUBLIC COMMENTS

PRESENTATION ITEMS

A. <u>New Mexico Transit Association 2019 Bus Roadeo Winners</u>
Sponsor: Chairman Daniel Barrone and Anthony J. Mortillaro, Executive Director
Attachment: None

B. <u>A Presentation and Discussion of Marketing Efforts and Strategic Plan</u>
Sponsor: Anthony J. Mortillaro, Executive Director and Jim Nagle Public Information Officer
Attachment

C. <u>A Presentation and Discussion of the Radio Communications Infrastructure Analysis and Recommended Improvements</u>
Sponsor: Anthony J. Mortillaro, Executive Director and Delilah Garcia, Transit and Facilities Operations Director
Attachment

D. Presentation by Village of Angel Fire Request for Transit Services
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Transit Planning, Projects & Grants Manager
Attachment

PUBLIC HEARINGS

None

ACTION ITEMS

E. Discussion and Consideration of Resolution No. 2019-14 Directing the North Central Regional Transit District Staff to Contract with Angel Fire to Provide Public Transit Services
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Transit Planning, Projects & Grants Manager
Attachment

F. Discussion and Consideration of Resolution No. 2019-15 Adoption of a Resolution to Adjust Budgeted Revenues and Expenses for Fiscal Year 2019
Sponsor: Anthony J. Mortillaro, Executive Director and Hector Ordoñez, Finance Director
Attachment

G. Discussion and Consideration of Resolution No. 2019-16 Authorizing the Acquisition of 3.355 Acres of Land Known as Lot 1-B Silkey Way
Sponsor, Anthony J. Mortillaro, Executive Director and Peter Dwyer, Attorney
Attachment

DISCUSSION ITEMS

H. Discussion and Direction Regarding a Code of Conduct Policy – Draft
Sponsor, Anthony J. Mortillaro, Executive Director and Peter Dwyer, Attorney
Attachment

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

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

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

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

M. Executive Report and Comments from the Executive Director

a. Executive Report for March 2019
b. Performance Measures for February 2019
c. Ridership Report for February 2019

MATTERS FROM THE BOARD

Village of Taos Ski Valley Request for Summer Pilot – Possible Board Action

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: Friday, May 3, 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.

North Central Regional Transit District
Board Meeting
Friday, March 1, 2019
Jim West Regional Transit Center
Española, New Mexico
9:00 a.m. - 1:00 p.m.

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 9:07 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:

Members Present:	**Elected Members**	**Alternate Designees**
Village of Chama	*Councilor Scott Flury*	
Town of Edgewood		*Mr. Juan Torres*, Clerk
City of Española	*Councilor Dennis Tim Salazar*	
Los Alamos County	*Councilor Antonio Maggiore*	
Nambé Pueblo	Absent	
Ohkay Owingeh		*Ms. Christy Van Buren*
Pojoaque Pueblo		*Mr. Jeff Montoya*
Rio Arriba County	*Commissioner Leo V. Jaramillo*	
San Ildefonso Pueblo		*Ms. Lillian Garcia*
Santa Clara Pueblo	Absent	

City of Santa Fe	*Councilor Carol Romero-Wirth*	
Santa Fe County	*Commissioner Ed Moreno*	
Town of Taos	*Mayor Dan Barrone*	
Taos County	*Commissioner Jim Fambro*	
Taos Ski Valley Village	*Mayor Christof Brownell*	
Tesuque Pueblo	*Fmr. Gov. Charlie Dorame*	
Rio Metro (ex officio)	Absent	

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
Carl Boaz, Stenographer

2. INTRODUCTIONS

No introductions were made.

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

Commissioner Moreno moved to approve the Agenda as presented. Councilor Salazar seconded the motion and it passed by unanimous (13-0) roll call vote with Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, City of Santa Fe, Santa Fe County, San Ildefonso Pueblo, Taos County, Town of Taos, and Village of Taos Ski Valley voting in favor and none against. Tesuque Pueblo was not present for the vote.

6. APPROVAL OF MINUTES – February 1, 2019

Ms. Van Buren moved to approve the minutes of February 1, 2018 as presented. Commissioner Flury seconded the motion and it passed by unanimous (13-0) roll call vote with Village of Taos Ski Valley, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County and Town of Taos voting in favor and none against. Tesuque Pueblo was not present for the vote.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS

PUBLIC HEARINGS: None.

ACTION ITEMS:

A. Discussion and Consideration of Resolution No. 2019-10 Adopting an Amended Equal Employment Opportunity Plan

Mr. Mortillaro reported in October 2017 the board had adopted an amended EEO Plan and in 2018 NMDOT did a technical site visit. As a result of the site visit NMDOT told District that the document should be reformatted to follow FTA guidelines and that has been done. The plan is attached and will be reviewed and updated every 3 years now.

He noted most of the language is standard, but he wanted to discuss the goals and outcomes (page 38) related to those in the prior document.

1. Increase American Indian participation in all employment categories – That has remained flat during the past evaluation period. There are 4 employees in that category (6/10 of employees who self-identified).

2. Increase female participation in all job categories – That has decreased. There are currently 70 filled positions of which women are 35%, mid-level officials and managers increased 43-50% in female representation.

3. They are down one in each position of professionals, administrative support and

in operators/drivers as a result of people who have left the organization for various reasons.

4. veteran / disability status recruitment increased from 6-9% as a result of working with the Department of Workforce Solutions and veteran organizations.

5. Working toward more diversity such as African-Americans and Asians has been a challenge – One person was hired but later left for personal reasons.

In 2019 the goals generally remain the same and outcomes will be reported when the plan is brought back in three years.

Councilor Romero-Wirth ask to confirm that the changes were not red-lined and had been standard.

Mr. Mortillaro said the changes followed the guideline and were consistent.

Councilor Maggiore moved to approve Resolution No. 2019-10 as presented, seconded by Commissioner Moreno and the motion passed by unanimous (13-0) roll call vote with Town of Taos, Village of Taos Ski Valley, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, and Taos County voting in favor and none against. Tesuque Pueblo was not present for the vote.

B. Discussion and Consideration of Adopting of Resolution No. 2019-11 Authorizing Actions by the District and Its Agents in the Event of an Emergency

Mr. Mortillaro explained this is a result of discussions with the attorney regarding actions they may need to take in the event of an emergency in the District. Staff wanted clarification and the resolution to make clear what actions he has authority to take and at what point he should come to the Board after addressing an emergency. He asked Mr. Dwyer to speak to the issue.

Mr. Dwyer stated staff would like to have the authority to handle an emergency situation should the board not be available, but balance that with the desire to call a board meeting if possible, on an emergency basis, to get Board authority.

Mr. Mortillaro has authority for expenditures up to $100k (contracts, etc.) which is roughly 5 days of service and would keep things going until a board meeting could be convened.

Similarly, Mr. Ordoñez would not be able to bring before the Board a budget adjustment as he usually would, so the policy was amended, and ratifications or approval of the budget would be sought from the Board afterward.

The only emergency to date has been a situation in Dulce to respond to the need for dialysis patients to get to the facility, however, in that case, a budget adjustment was not required.

Changes in the policy are to give authority for Mr. Mortillaro to divert resources of up to $100,000 and to reduce the requirement for two signatures on checks over $20,000 if necessary, to a single signature signed by either Mr. Mortillaro, or the Board Chair.

Mr. Dwyer noted that in the definitions section he used the OMA definition of when a meeting could be called in an emergency and amended the language by adding that the Board could also declare an emergency or the Executive Director in an exigent circumstance as well as the Governor and the President.

Councilor Salazar commended Mr. Mortillaro and Mr. Dwyer for the resolution noting that it is proactive. He pointed out that cities, counties and towns are often not prepared for an emergency.

Councilor Salazar moved to approve Resolution No. 2019-11 as presented, seconded by Commissioner Fambro and the motion passed by unanimous (13-0) roll call vote with Taos County, Town of Taos, Village of Taos Ski Valley, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe and Santa Fe County, voting in favor and none against. Tesuque Pueblo was not present for the vote.

C. Discussion and Consideration of Acceptance of Resolution No. 2019-12 Adoption of Amendments to the Sustainability Committee Charter, the Sustainability Plan, Sustainability Goals and Metrics and Ratification of Appointments of the Sustainability Committee Members

Former Gov. Dorame arrived at 9:23 a.m.

Mr. Mortillaro reported the sustainability committee had reconvened their meetings and on February 19 had discussed the need for adjustments to the charter. He asked Ms. Garcia to review the changes and invited Councilor Maggiore to comment.

Ms. Garcia noted their first meeting was September 18, 2018 last year when Councilor Maggiore accepted a seat on the committee along with Neal Denton (Santa Fe County) and Collin Messer (Clean Cities Energy).

After reviewing the Sustainability Committee charter, goals and plan and what steps would be needed to meet their goals the Committee discussed in their February 19 meeting changes to the documents. Changes included the schedule of the quarterly meeting dates, which, if approved would be January, April, July, and October.

The committee will discuss in those meetings how to meet their goals from the previous plan and actions needed such as how to move forward with their testing of alternative fuel vehicles results and recommendations. They would also decide what to consider in the future regarding alternative fuels and if they should evaluate electric or reevaluate LPG and CNG.

The previous charter required a seven-member committee, but they found it difficult to recruit members, so the charter was amended to have *up to* 7 members. They currently have five members and plan to recruit two additional members.

The plan was divided into four specific categories (page 54): Alternative Fuels; Sustainable Facilities as they continue to grow; Future Development of Transit Facilities and Land Use, including transit-oriented development to have a sustainable design; and Setting Goals.

The plan requires a report to the board annually in January in which the committee will provide information on what has been achieved and the future goals (listed on page 58 with metrics for achievement).

There were no questions.

Commissioner Fambro moved to approve Resolution 22019-12 adopting the amendments to the Sustainability Charter as presented. Councilor Maggiore seconded the motion and the motion passed by unanimous (14-0) roll call vote with Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and City of Santa Fe, voting in favor and none against.

D. Discussion and Consideration of a Contract with Gallagher & Kennedy, PA.

Mr. Dwyer noted there is no contract. Per the Board, he talked with Gene Creely, the lead attorney on the litigation and expressed the District's interest in joining and Mr. Creely informed him there are procedural issues. He suggested the Board wait a while before joining.

He also contacted the attorneys of the two existing parties, Rio Arriba and Los Alamos Counties and they approve of NCRTD joining. He subsequently contacted the

attorneys for Santa Fe and Taos County that are also likely to join litigation, and to date there had been no opposition.

Mr. Creely indicated the issues would likely be resolved in June and the Board would be able to join the litigation. No action was required today.

AMENDMENT OF AGENDA:

Chair Barrone asked to amend the agenda and go into Executive Session before Discussion Items.

Councilor Maggiore moved to amend the agenda to go into Executive Closed Session at this time, seconded by Commissioner Moreno and the motion passed by unanimous (14-0) roll call vote with City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, and San Ildefonso Pueblo, voting in favor and none against.

L. Executive Closed Session

Closed Session pursuant to executive session pursuant to NMSA 1978, Section 10-15-1(H)(8) for the limited purpose of discussion of the purchase, acquisition of, disposal of real property; Lot 1-B consisting of approximately 3.355 acres of land located to the East of the current district property,

Councilor Maggiore moved to go into Executive Session pursuant to NMSA 1978, Section 10-15-1(H)(8) for the limited purpose of discussion of the purchase, acquisition of, disposal of real property; Lot 1-B consisting of approximately 3.355 acres of land located to the East of the current district property. The motion was seconded by Commissioner Moreno and was passed by unanimous (14-0) roll call vote with San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, and Rio Arriba County, voting in favor and none against.

The Board entered Executive Closed Session at 9:34 a.m.

Councilor Flury moved to reconvene into Open Session, seconded by Mr. Montoya and the motion passed by unanimous (14-0) roll call vote with San

Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County and Town of Taos, Village of Taos Ski Valley, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, and Rio Arriba County, voting in favor and none against.

The Board reconvened in Open Session at 9:55 a.m. Mr. Dwyer announced to the public that during the executive closed session no actions were taken, and the only matters discussed were those listed in the agenda.

Chairman Barrone moved to direct the Executive Director to pursue acquisition of the property listed on the agenda. He stated that nothing had been discussed in the executive session other than the matter listed on the agenda. Councilor Maggiore seconded the motion which passed by unanimous (14-0) roll call vote with Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, Village of Taos Ski Valley, Tesuque Pueblo, Village of Chama, Town of Edgewood, City of Española, and Los Alamos County, voting in favor and none against.

MISCELLANEOUS

Mr. Mortillaro reported that the Village of Questa inquired about joining the Board and he had sent them materials.

Also, the property to the south of this property is proposed for development of a Del Taco and a Denny's. Staff believes there are possible issues with its proximity to the District's HVAC system and an appeal of the variance granted has been filed. The drive-through for the development is immediately next to the NCRTD facility's HVAC, which could result in exhaust air being drawn in instead of fresh air.

Mr. Mortillaro reported the variance was approved without due consideration for NCRTD's concern. Staff believes their concern is valid that the HVAC would have potential repercussions on the quality of air for staff in the building.

ADJOURN

He said staff would not present any other reports and it was appropriate for the Board to adjourn.

Upon motion by Ms. Van Buren and second by Councilor Flury, the Board meeting was adjourned at 10:00 a.m.

The following agenda items were not discussed:

E. Review of January 2019 Financial Summary

F. Finance Subcommittee Report

G. Tribal Subcommittee Report

H. Sustainability Subcommittee Report

I. Executive Report and Comments from the Executive Director:

a. Executive Report for February 2019
b. Paratransit Performance Measures, January 2019
c. Performance Measures for January 2019
d. Ridership Report for January 2019

J. NMAG Workshop on Open Meeting Act and Inspection of Public Records Act Compliance

This Workshop was conducted after the meeting of the Board was adjourned.

NEXT BOARD MEETING: Friday April 5, 2019, at 9:00 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Ed Moreno, Secretary/Treasurer

Submitted by:

_____
Carl Boaz for Carl G. Boaz, Inc.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2019

Agenda Item – B

Title: A presentation and discussion of Marketing Efforts and Strategic Plan

Prepared By: Jim Nagle, Public Information Officer

Summary: A presentation to outline what marketing programs have been put into place this past year and what we have coming up this year.

Background: As the marketing plan is developed to include programs that encompass the service area and each of our member entities, feedback from the Board is welcomed, particularly in the area of community outreach, and to ensure we are reaching all constituents.

Recommended Action: Discussion only. Based upon Board input, staff will incorporate those changes into the program, provided final budget for FY2020 allows.

Fiscal Impact: The presentation reflects the previously approved FY2019 Marketing and Public Information budget as well as the proposed budget for FY2020 (to be presented to the Board at May 3, 2020 Board meeting.

Attachments:

Copy of the Marketing Power Point Presentation.

Marketing Presentation to the NCRTD Board

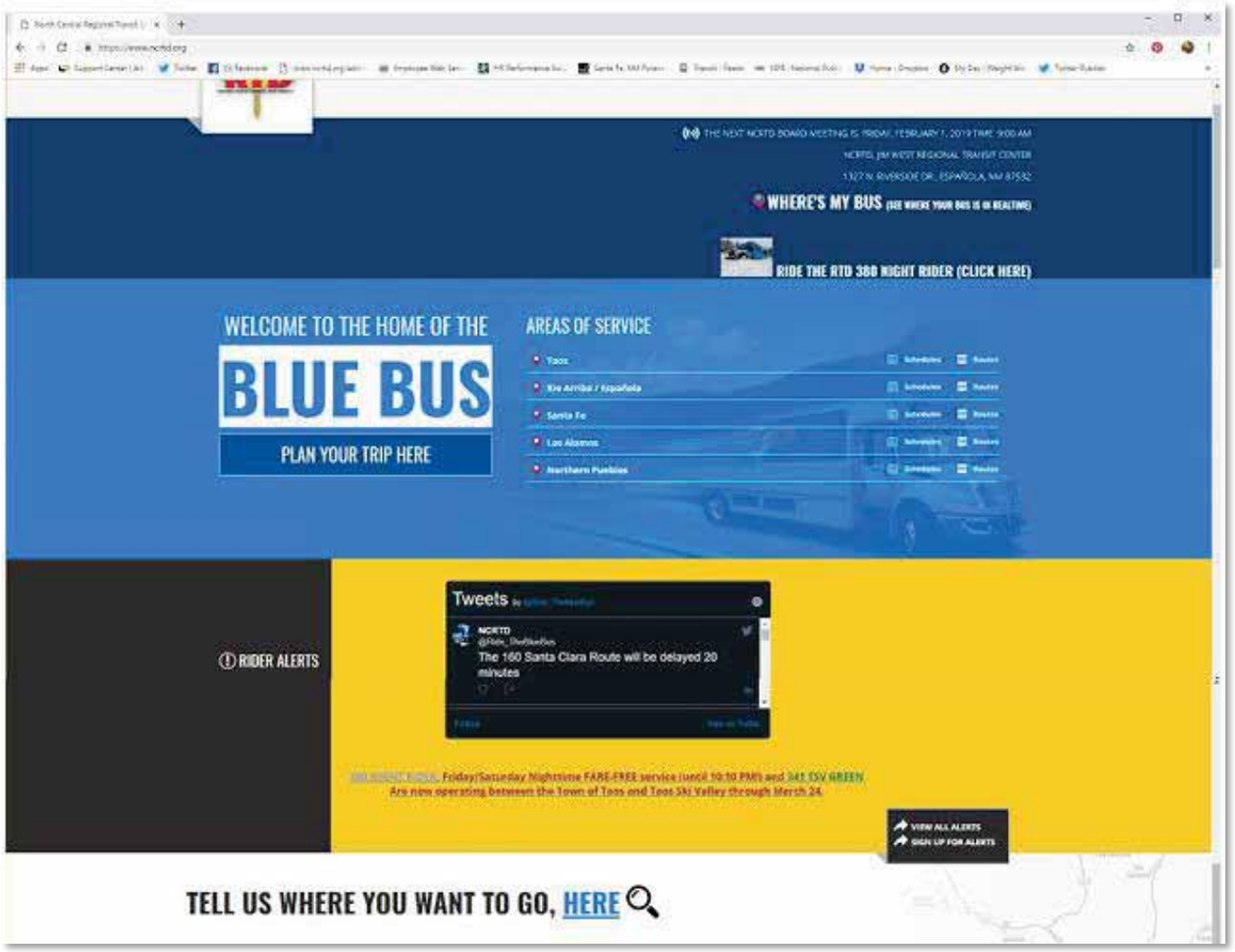
April 5, 2019

North Central Regional Transit District

Projects:

- Website
- Social Media
- Advertising Program
- Reauthorization of RTGRT
- Night Rider
- Advertising Program
- Publications and Print
- Community Events
- Community Outreach
- FY 2019 Programs/Events

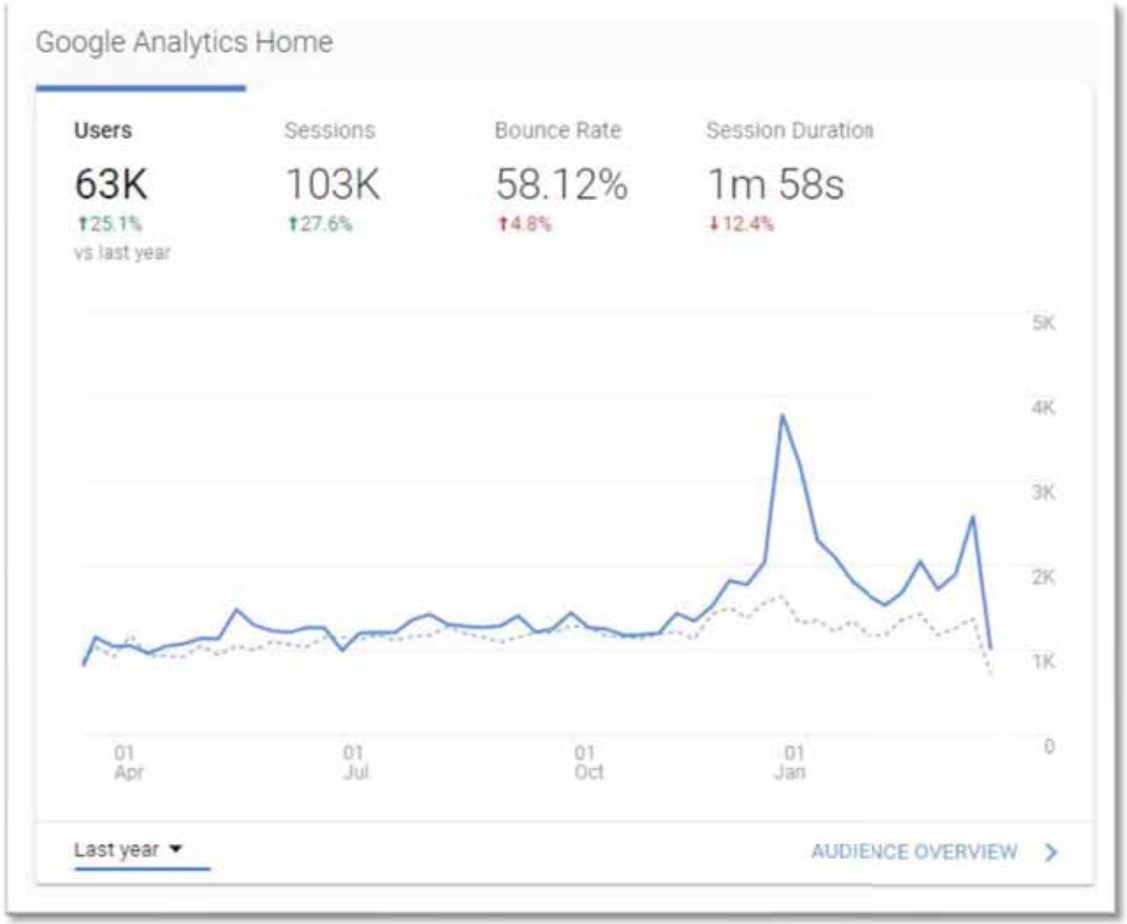
Website: NCRTD.org

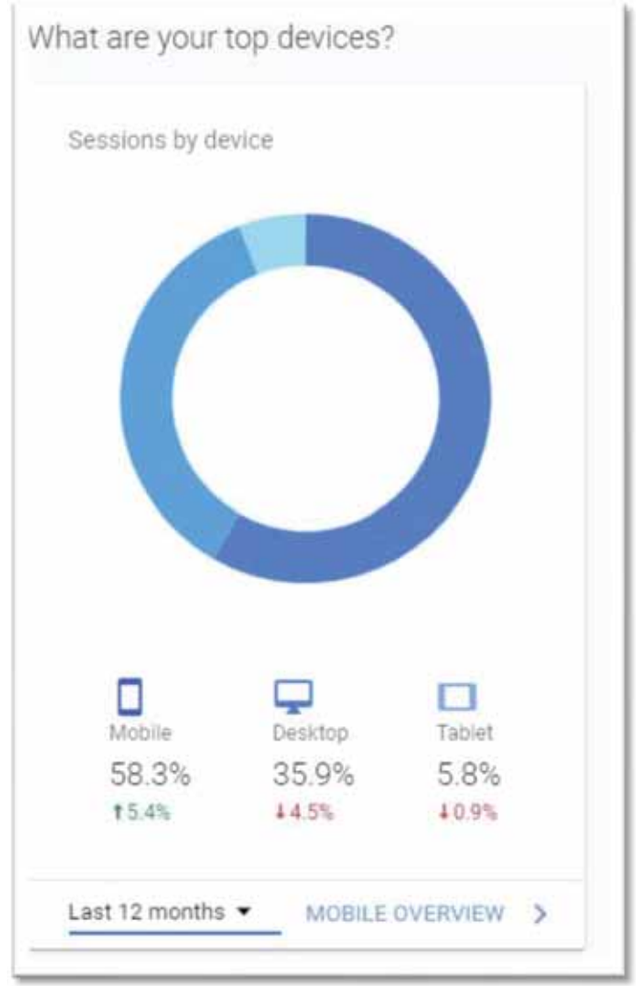


RidetheBlueBus.com

- Management and oversight

Website: Analytics

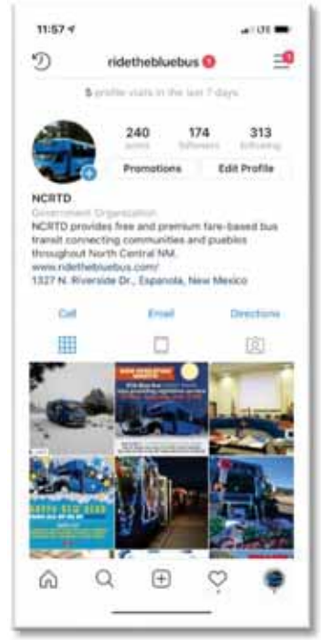




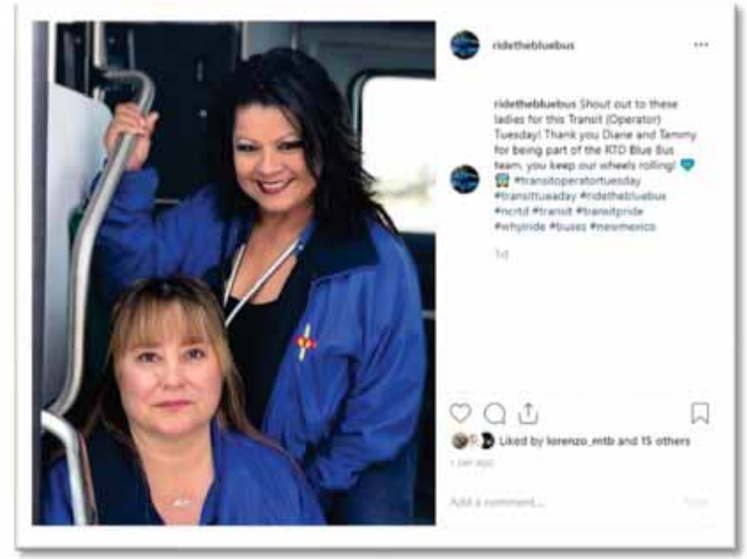
Social Media:

Facebook

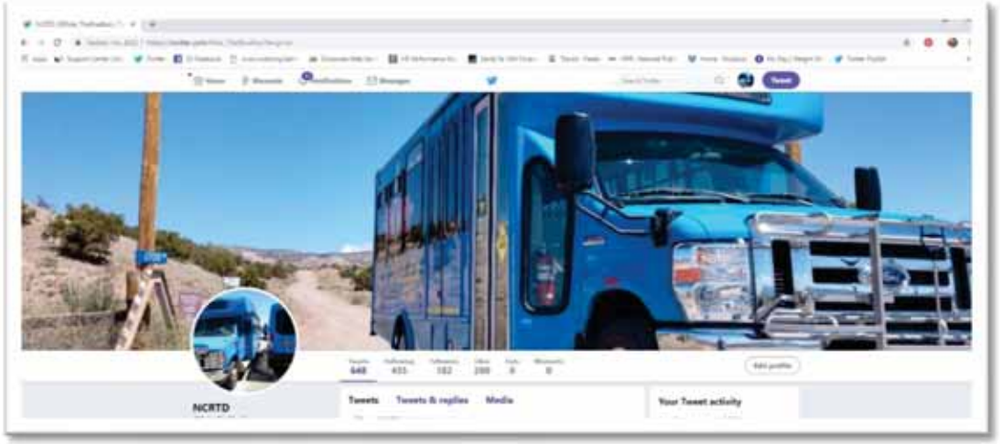
Instagram



Instagram



Twitter



YouTube

Print Advertising:

On-Going Advertising Programs

- Rio Grande Sun

(Summer and Winter Guide, Cartoon Map, Christmas in the Valley, Monthly Ad)

- Los Alamos Monitor

(Summer and Winter Guide, Total Market Coverage Days)

- Taos News

(Summer and Winter Guide, Taos Aglow, Taos Woman, Land Water People Time – also in New Mexican, Tempo Magazine for TSV Green and 380 Night Rider, Cartoon Map, Monthly Ad)

- Santa Fe New Mexican

(Summer and Winter Guide, Bienvenidos, Feliz Navidad, Land Water People Time – also in Taos News and Monthly Ad)

Print Advertising:

Additional Ads Appear in:

- Albuquerque Journal Winter Guide

(Joint Mountain Trail Ad w/Rio Metro RTD, Full-Page Inside Cover)

- Santa Fe Reporter

(Annual Manual, Summer Guide, Winter Guide, Restaurant Issue, occasional weekly issues)

- Green Fire Times (10x per year)
- Round the Roundhouse (4x per year)
- Chama Valley Times (Monthly)
- Jicarilla Chieftain
- Rio Arriba County Fair (Annually)

Print Advertising:

EL RANCHO DE LAS GOLONDRINAS LIVING HISTORY MUSEUM
334 Los Pinos Rd.
Santa Fe, NM 87507
505-471-2261
golondrinas.org

Discover the history and culture of 18th- and 19th-century New Mexico at this historic Spanish ranch and living history museum. Original buildings on the site date from the early 1700s. Villagers in period dress portray life on the frontier in early New Mexico. Explore over 200 acres.

SANTA FE SCHOOL OF COOKING
125 N. Guadalupe St.
Santa Fe, NM 87501
505-983-4511
santafeschoolofcooking.com

A regional, recreational cooking school specializing in the foods of the Southwest for more than 28 years! Demonstration-style classes and hands-on classes are offered several times a week as well as their signature restaurant walking tours. The adjacent market is filled with New Mexican products and cookware. Join the fun!

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
1327 N. Riverside Dr.
Espanola, NM 87532
505-629-4725
ridethebluebus.com

RTD "Blue Bus" provides fare-free public transit Monday–Friday throughout north-central New Mexico. Santa Fe, Taos, Los Alamos, and Rio Arriba counties, including Chimayo, Madrid, Red River, Chama, and Abiquiu. Seasonal service to Taos Ski Valley. Premium fare-based service to Santa Fe National Forest and Ski Santa Fe. Weekend $5 express service between Taos/Santa Fe. Visit ridethebluebus.com.

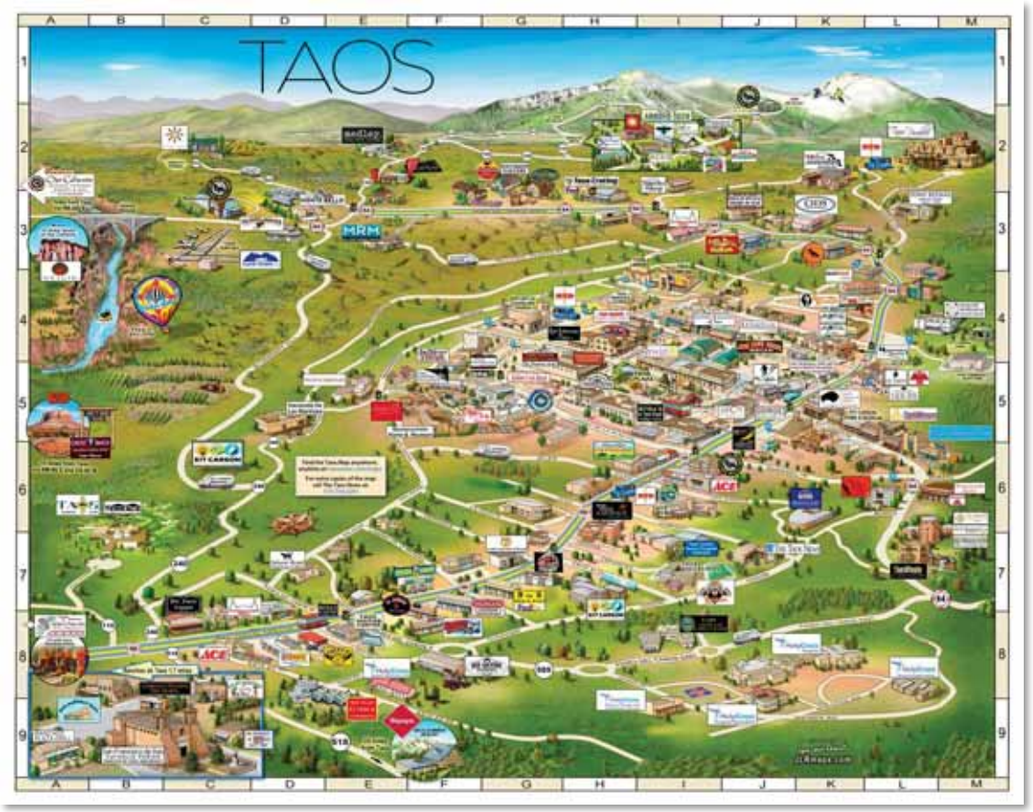
22 GUESTLIFE.COM

Guest Life New Mexico

- ½ Page Ad
- 50-Wd. Advertorial and Photo
- Hardbound, Softcover and Online
- Tourism Focused
- Distributed free for One-Year including
- general public, visitors centers, hotel rooms
- Santa Fe, Taos, Los Alamos, Espanola, Albuquerque, locations Statewide

Print Advertising: Cartoon Maps

Taos News



Rio Grande Sun

Digital Advertising:

- Los Alamos Daily Post
- Taos News Online Google Search, Service Directory Ad (Print)
- SantaFe.com
- Valley Daily Post
- Santa Fe Today

Radio Advertising:

- KRSN – Los Alamos
- KQBA/KTRC Hutton – Santa Fe

  (New this year)
- KDCE – Española
- KSWV – Santa Fe
- KTAO – Taos
- KXMT/LMNOC – Taos
- KNCE – Taos (New)

  (Night Rider)

Video Display Advertising:

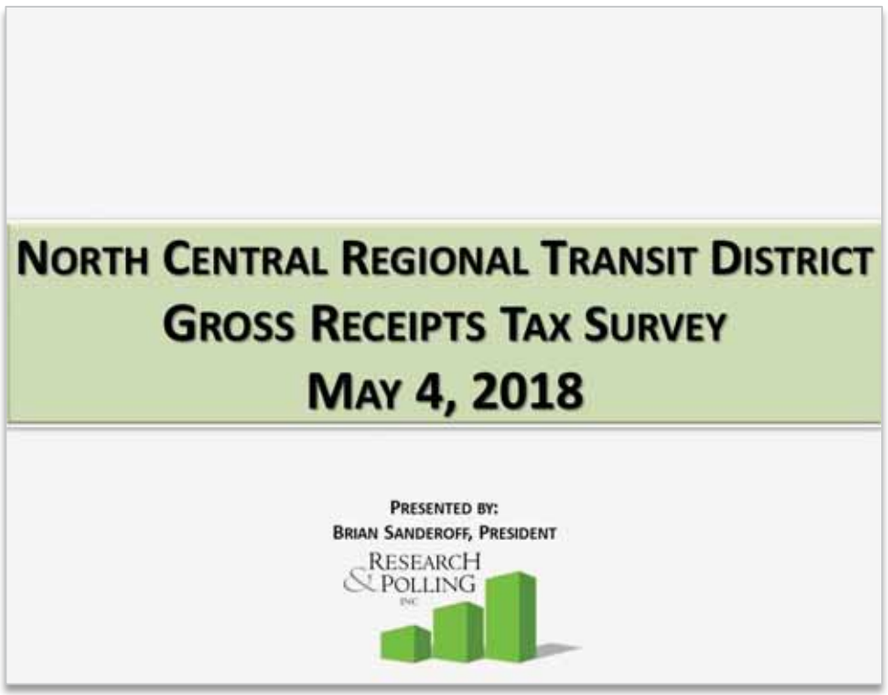
Hutton Digital Display

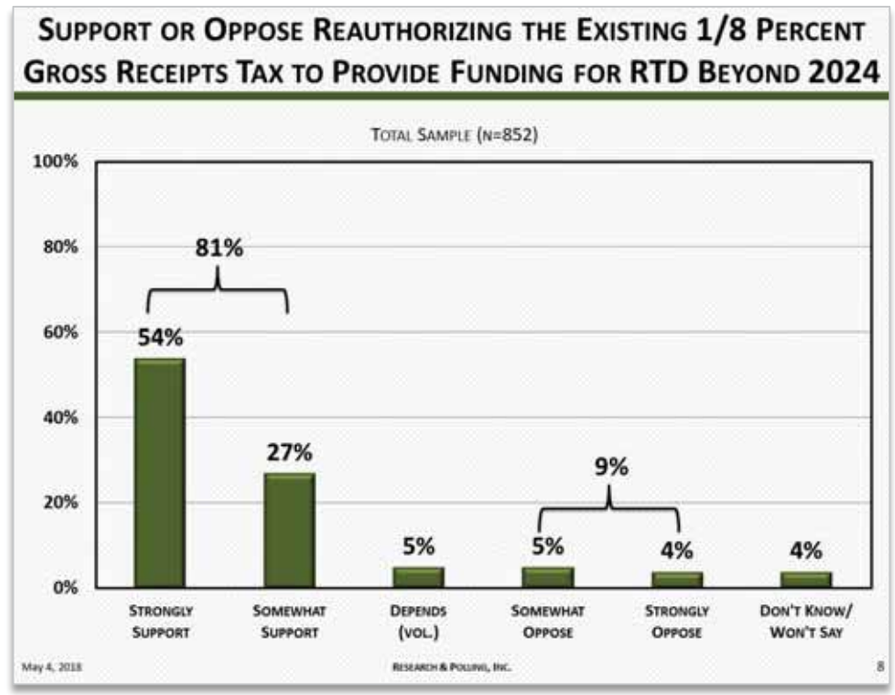
Video Billboards

- Two-Minute Video (we own, website, social media, YouTube)
- 15-Second Promotional Spot (no audio)
- HDD Screens in high traffic locations
- Santa Fe (48 Locations)
- Los Alamos (9 Locations)
- Town of Taos/Taos Ski Valley (to come)
- Dedicated in-room channel at eight leading Santa Fe Hotels
- SantaFe.com/VisitSantaFe.com

RTGRT Reauthorization:

Public Opinion Survey – Research & Polling

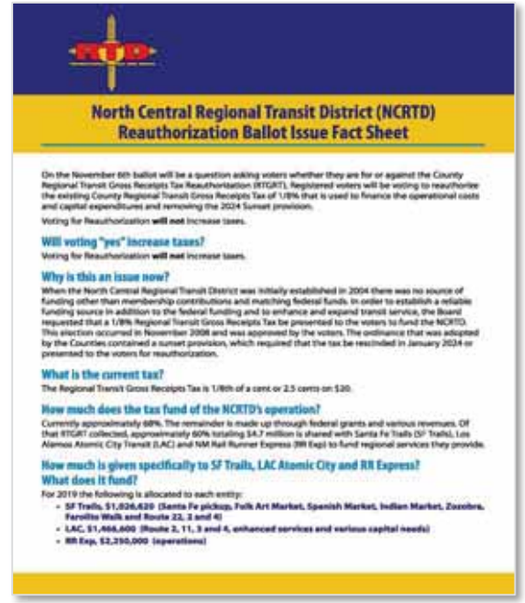




RTGRT Reauthorization: Public Education Campaign

Griffin & Associates

- Printed Materials (Rack Card, Business Card, Fact Sheet)
- Op-Ed program and Letters to the Editor
  (35 were placed)
- Newspaper Editorial Endorsements (Six total)
- Newspaper Feature Stories (Ten)
- Radio Interviews in all four markets
- 20 Speaking Engagements/Presentations:
  City Councils, County Commissions, Chambers of Commerce, League of Women Voters, AARP NM, Rotaries, Lions (Anthony, Jim, Peter)
- NCRTD Website Buildout
- Social Media – Facebook, Instagram, Twitter
- Driver Education

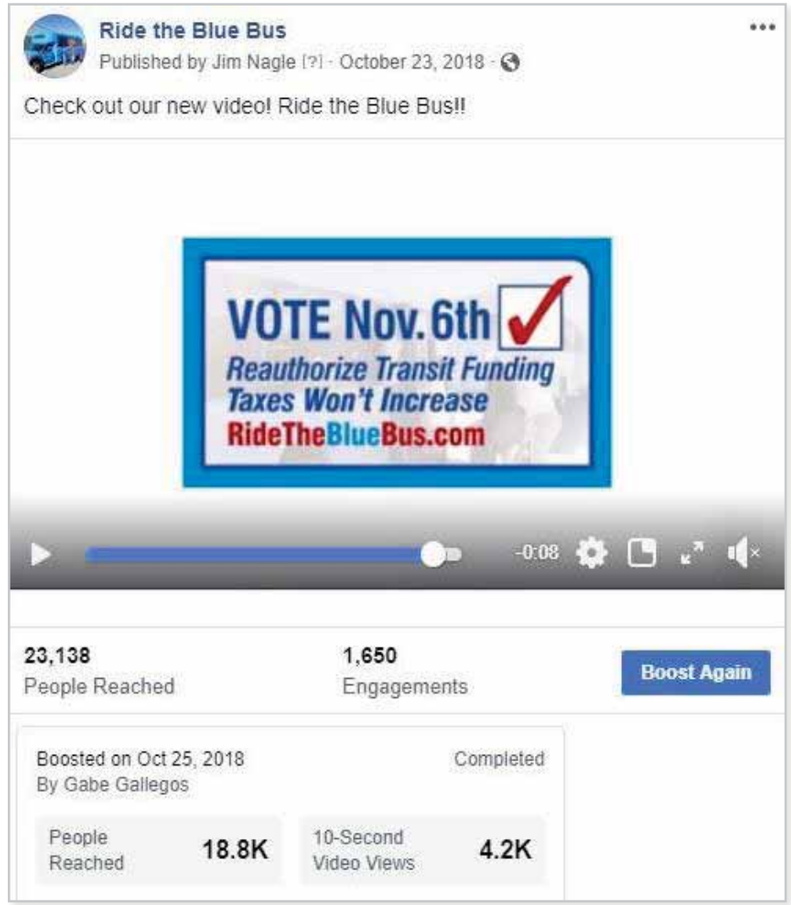


RTGRT Reauthorization: Advertising

Radio, Print, Video, Bus Transit & Social Media Advertising

- Expanded buys with all Print and Radio Partners
- HDD Videos with Vote Message

RTGRT Reauthorization: Results



Election Results

- Passed by a cumulative vote of 74%

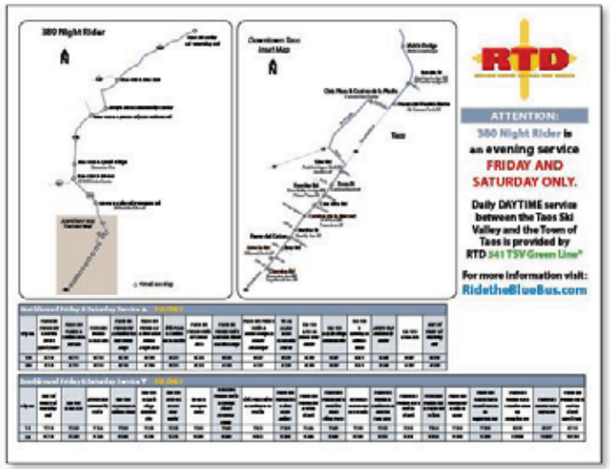
  (17% greater than the 2008 Vote in Favor of the Tax)

380 Night Rider: Advertising

Print Advertising

Print Advertising

Social Media Advertising



380 Night Rider Route Brochure

Social Media Advertising

380 Night Rider Advertising:

- Print Ads – Taos News, Tempo,
- Schedule Brochures – distributed widely
- Social Media Blasts

380 Night Rider:

Staci Matlock
Taos News editor
editor@taosnews.com

THE TAOS NEWS

NEWS

ABEYTA SETTLEMENT NEWS - TEMPO - SPORTS - OPINION - LIFESTYLES - CALENDAR - OBITUARIES
CLASSIFIEDS

NEW MEXICO REAL ESTATE GROUP
residential • vacant land • farm & ranch

Lisa Da
Jarred Co

PUBLIC SERVICE ANNOUNCEMENT

Late-night weekend Blue Bus and Taos Ski Valley route

- Radio Spots – KTAO, KNCE, KXMT
- Interviews and live reads on KTOA –

  Dan Barrone (Monthly Guest Spot), Jim Nagle
- Story in the Taos News

380 Night Rider:

Collaborations:

- Town of Taos Tourism (KNCE Buy)
- Village of TSV Chamber (eblast, schedule distribution, website promotion)
- Town of Taos Chamber (eblast, schedule distribution)
- Taos Ski Valley Corporate
- Meetings with hotel managers/front desk and schedule distribution

NCRTD Publications: 2018- 2019

- Annual Report
- CAFR
- Budget Book
- Quick Facts
- Mid-year Progress Briefing
- Schedule Brochures
- Blue Bus Times

Community Events:

On-Going:

- Taos Trunk or Treat
- Santa Fe Fiestas Parade
- Española Holiday Lights Parade
- CommUNITY Day on the Santa Fe Plaza
- Santa Fe Chamber Legislative Reception
- Transportation Day at the State Legislature
- Los Alamos Mainstreet Trick or Treat
- Edgewood Run, Rally, Rock
- Taos Touch-A-Truck

New This Past Year:

- New Normal Life,
- Bike to Work, Expanded
- Dump the Pump Event,
- NMDOT Wellness Fair,
- NM Department of Health Wellness Fair
- Santa Clara Pueblo Halloween

Upcoming:

- Eldorado Earth Day
- Española Lowrider Event

Community Outreach:

- Taos High School Career and Job Fair
- NM Workforce Connection Job Fair at Northern NM College
- Santa Fe Rotary
- NM Broadcaster's Assn PIO Training at Espanola Police Department
- Rio Arriba County Health Council

Community Outreach:

Chambers of Commerce:

- Los Alamos
- Santa Fe
- Taos
- Chama Valley
- Española Valley
- Edgewood
- Taos Ski Valley

Community Outreach:

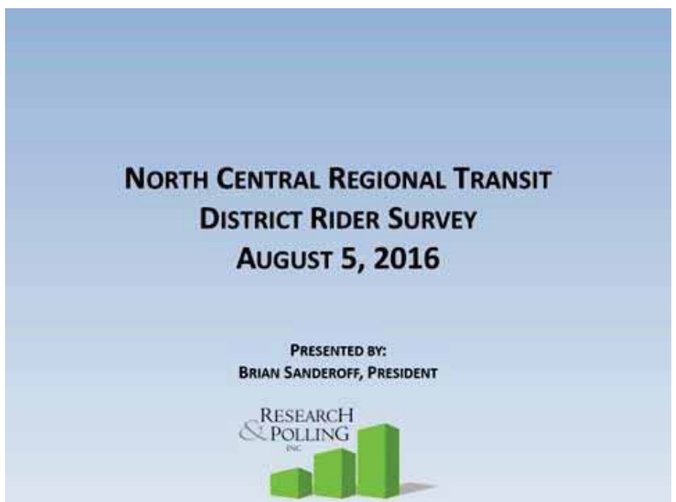
Special Shuttle Services:

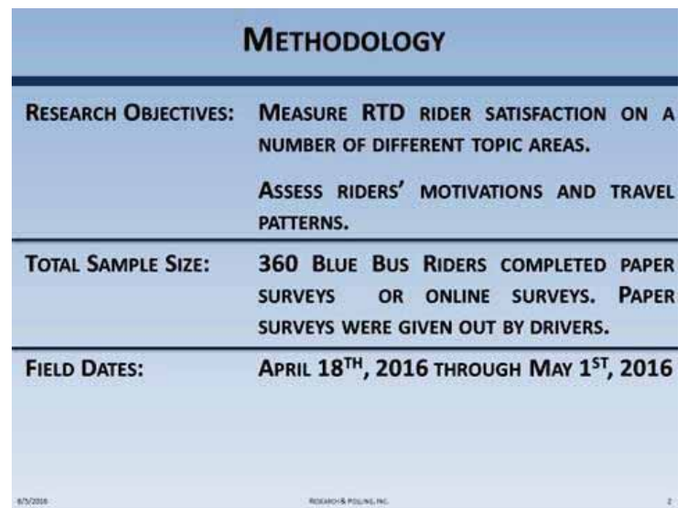
- Leadership Taos (Taos County)
- New Normal Life (Rio Arriba County)
- Walkability Study (City of Española)
- Santa Fe Thunder Run (Pueblo of Pojoaque)
- Cumbres and Toltec (Village of Chama),
- The Paseo (Town of Taos)
- Ciderfest (Santa Fe County)
- Legislative Finance Committee (State Request)
- Las Golondrinas
- Santario Pilgrim Walk (additional buses)
- City of Santa Fe Annual Events operated by Santa Fe Trails

Upcoming Programs:

2019 Ridership Survey

- Updated Rider Survey to compare against 2016 Survey





METHODOLOGY

RESEARCH OBJECTIVES:	MEASURE RTD RIDER SATISFACTION ON A NUMBER OF DIFFERENT TOPIC AREAS. ASSESS RIDERS' MOTIVATIONS AND TRAVEL PATTERNS.
TOTAL SAMPLE SIZE:	360 BLUE BUS RIDERS COMPLETED PAPER SURVEYS OR ONLINE SURVEYS. PAPER SURVEYS WERE GIVEN OUT BY DRIVERS.
FIELD DATES:	APRIL 18TH, 2016 THROUGH MAY 1ST, 2016

RTD

The North Central Regional Transit District (NCRTD) Blue Bus needs your help to improve our services. Please take a few moments to complete this survey and drop it in the box provided on your bus. If you are unable to complete it on your trip, you may complete it online or return it by Friday, April 22.

Thank you.

How many days per week do you typically ride the Blue Bus? ☐0 ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7

Would you ride the Blue Bus on the weekend if services were available? ☐Yes ☐No

Would you ride the Blue Bus on state and federal holidays if services were available? ☐Yes ☐No

Do you have a working personal vehicle? ☐Yes ☐No

What are your primary reasons for riding the bus rather than using other forms of transportation? (Check all that apply)

☐To save money (in general) ☐Cost of gas ☐ Auto insurance cost/don't have ☐ Maintenance cost
☐Don't have a vehicle ☐Don't have a driver's license ☐Good for the environment
☐Other_____

What are your primary purposes for riding the bus today? (Check all that apply)

☐Medical ☐ Leisure Shopping ☐Necessity shopping ☐Recreation/social activities
☐To get to school ☐To get to work ☐Other_____

How did you hear about the Blue Bus? (Check all that apply)

☐Radio ☐Print/newspaper ads ☐Community event ☐Friend/family
☐Phone books ☐Internet ☐Other_____

How do you usually get to the bus stop?

☐Walk ☐Drive my car ☐Dropped off by someone ☐Ride my bicycle
☐Connect with another bus ☐Connect with Rail Runner ☐Ride with someone who parked
☐Other_____

What town, community, or pueblo do you reside in? _____

What Blue Bus route(s) did you ride today? (Check all the apply)

☐100 Riverside ☐230 San Ildefonso ☐300 Questa
☐110 Westside/Crossroads ☐255 Mountain Trail Route ☐330 Penasco
☐150 Chimayo ☐260 La Cienega ☐340 Chile Line Red
☐160 Santa Clara ☐270 Turquoise Trail ☐341 TSV Green
☐180 El Rito ☐280 Eldorado ☐350 UNM Taos
☐190 Chama ☐290 Edgewood ☐360 Tres Piedras
☐200 Santa Fe ☐300 Taos ☐370 Chile Ride
☐210 Pojoaque Nambe ☐305 Taos Express ☐400 Los Alamos
☐220 Tesuque ☐310 Red River ☐Demand
☐Demand Pojoaque Students

Do you utilize the InfoPoint Bus Locator Service? ☐Yes ☐No

How do you access it? ☐MyStopApp ☐NCRTD Website ☐Text Message ☐Other(specify)_____

What other forms of public transportation do you use? (Check all that apply)

☐Santa Fe Trails ☐NM Rail Runner ☐RTD Chile Line
☐Atomic City Transit ☐Ride-sourcing (Uber) ☐Taxi
☐None ☐Other_____

Survey can also be done online at: www.RidetheBlueBus.com

Survey continued on back→

Upcoming Programs:

Shelter Art Program/Adopt a Shelter

Upcoming Programs:

Get on Board FOR PUBLIC TRANSIT

(Joining over 100 Public Transit Agencies Nationwide)

Get on Board
FOR PUBLIC TRANSIT
APRIL 25, 2019

DumpthePump
JUNE 21, 2018
RIDE PUBLIC TRANSIT

Upcoming Programs:

- Human Element in Transit –
  Via Rider/Transit Operator representation
- New Video
- Social Media:
  - #Transit Operator Tuesday
  - "Why I Ride"
  - Video Ride Along

QUESTIONS

North Central Regional Transit District
1327 N Riverside Dr Española, NM 87532
505.629.4725 | NCRTD.org

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2019

Agenda Item – C

Title: Discussion and Consideration of Radio Infrastructure Improvements and Updates

Prepared By: Delilah Garcia, Operations and Transit Facilities Director

Summary: Due to the District's extensive service area and rapid growth in the past few years, the Operations staff have seen a decrease in the ability to consistently communicate between base and the buses via two-way radio. There have been particular problems on the routes that are the most distant from the dispatch site. There have been instances where other buses that are closer to a dispatch site have also experienced gaps in coverage. In the interim, staff have made it a common practice to communicate via texts through the Mobile Data Terminal (MTD). Although this is an option, there have been times that communicating via radio would result in an immediate response.

Background: In the Fall of 2018, the District worked with Obsidian Consulting, to conduct an assessment of existing two-way radios in the buses and repeater sites out in the field. Over the course of a six-month period, the Consultant reviewed FCC licensing, frequencies, in-vehicle set up, and existing base station set up in the Española and Taos dispatch sites.

In addition, visits to the Pajarito Repeater and Taos Ski Valley Repeater sites were conducted to verify existing equipment, programing and condition.

A comprehensive review of deficiencies and recommendations have been identified at each of the repeater sites as well as improvements to existing equipment at both the Española and Taos dispatch sites and buses.

Recommended Action: At this time Staff is solely briefing the Board on the underlying evaluation of the system and the recommended corrective actions needed to ensure a robust and fully operational radio communication system. The Fiscal Year 2020 budget will contain a request for funding the needed radio communication system repair and upgrades.

Options/Alternatives:

- Provide no direction, and continue working with inconsistent two-way radio communication coverage throughout the service area; or
- Direct the staff to submit a funding request to improve communications.

Fiscal Impact: None at this time, however, the District's FY2020 budget will include a funding request for radio infrastructure and equipment improvements.

Attachments:

- NCRTD System Assessment Report
- High Level System Design Report
- Cost Estimate

North Central Regional Transit District

Land Mobile Radio System Assessment Report

Prepared By:

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Suite 249

Santa Fe, NM 87501

Contact:

Bert Rushford

505.474.7494

October 25, 2018

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I. Introduction

Obsidian Consulting, LLC ("Obsidian") has been retained by the North Central Regional Transit District ("NCRTD") to provide the following services:

- An assessment of NCRTD's Land Mobile Radio ("LMR") system,
- Document recommendations that may improve NCRTD's LMR system, and;
- To develop a high level system design to enhance NCRTD's LMR system and LMR coverage.

This report is limited to Obsidian's assessment and recommendations. The high level system design will be submitted separately.

The assessment is an LMR data gathering exercise that serves as a baseline from which recommendations can be made to improve NCRTD current LMR system. Its results also serve as a tool to develop future NCRTD LMR system enhancements. This assessment report includes an overview of NCRTD's LMR system design, how it operates, how it's licensed and provides a summary of NCRTD's transmitter sites located at Taos Ski Valley ("TSV") and Pajarito. The assessment, which begins in Section II, provides Obsidian insight to the following items:

1) An understanding of NCRTD's LMR system operations, its shortcomings and provides the basis from which Obsidian can develop recommendations,
2) The capability to identify NCRTD's users' needs; and,
3) Creates the pathway to design a new NCRTD LMR system driven by NCRTD's needs.

The needs assessment data Obsidian collected did determine that a LMR performance gap exists between NCRTD's current "As Is" functionality and the NCRTD's desired functionality. Obsidian's performance gap analysis results are detailed in this document's Recommendations section. The Recommendations include suggestions to improve NCRTD's transmitter sites and mobile programing.

II. NCRTD's System Design

A. System Design Overview

NCRTD's primary dispatch mode is performed on a VHF LMR digital conventional non-encrypted system. NCRTD's LMR digital system is encoded using Icom's NXDN™ platform with the AMBE+2™ digital vocoder compression. This digital mode allows for 6.25kHz VHF narrowband operation at a 4.8kpbs data rate. NCRTD's system is a two (2) site repeater system licensed under FCC call sign WQQF644; and, consists of the following main components:

1) NCRTD's radio system consists of two (2) transmitter sites located at the TSV and Pajarito,
2) A fleet of fifty-eight (58) radios including mobile and dispatch radios ("Radios"). (Inventory available)
3) A 4.8kbps digital UHF link connecting the TSV and Pajarito sites,
4) Two (2) dispatch locations: Española with three (3) dispatchers and one (1) Kenwood control station and Taos with one (1) dispatcher and one (1) ICom control station,

NCRTD also uses talkaround, also known as car-to-car, which is intended for radio calls to take place without accessing mountain top repeaters. Talkaround is generally only used when out-of-range of repeaters. (Section IIC)

B. Repeater Operation

NCRTD's transmitters are programmed to operate as VHF repeaters. A transmitter programmed as a repeater retransmits only valid radio signals it's programmed to receive. These radio signals originate from the NCRTD's buses or NCRTD's dispatch locations in Española and/or Taos. When the repeater receives a valid radio signal it amplifies and rebroadcasts the incoming radio signal to all the mobile units and dispatch locations. All the radios within range of the repeater will receive/hear the radio transmission. As shown below.

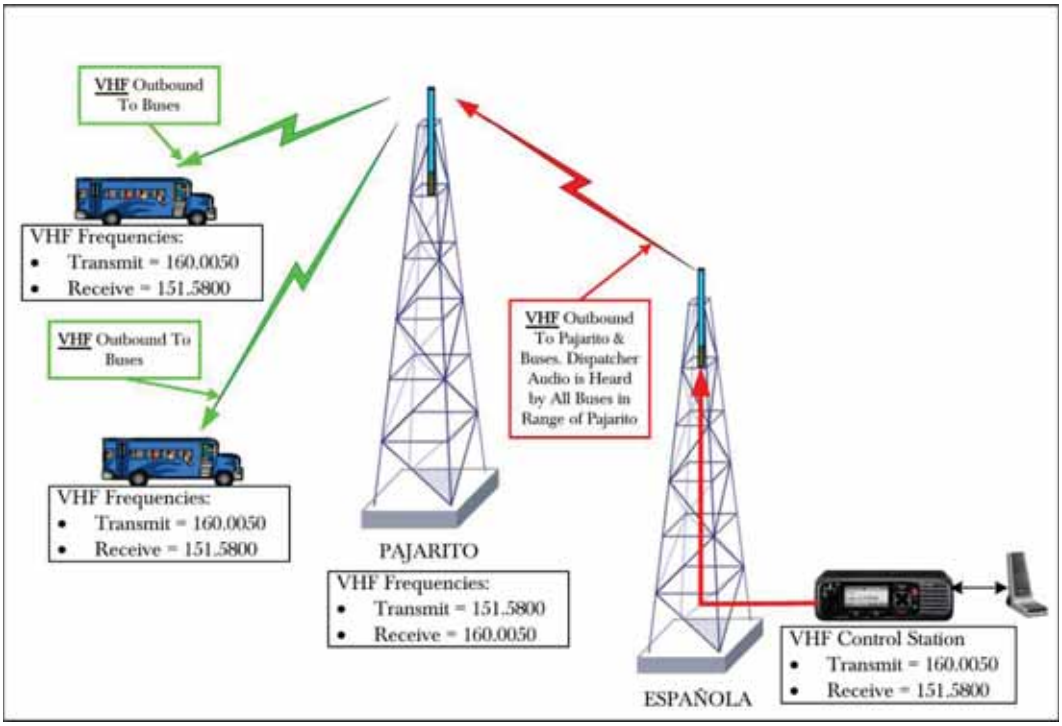


Figure 1 – Outbound Dispatch Call from Española to All Buses in Range of Pajarito

Figure 1 shows a dispatch call originating from the Española facility to NCRTD's buses via the Pajarito repeater. Please note Pajarito's transmit and receive frequencies are 151.5800mHz and 160.0050mHz which are the inverse of the radios' transmit and receive frequencies. This VHF signal is known as NCRTD PAJA R or PAJA REP depending on the mobile units' programming alias name for this signal. The Pajarito repeater channel is also encoded with a Radio Access Number ("RAN") which is only available on digital systems. The RAN is the digital equivalent to Continuous Tone-Coded Squelch System or CTCSS in analog systems.

The Pajarito repeater operates with transmit and receive RANs of 12 as does NCRTD's mobile fleet. In order for the Pajarito repeater to rebroadcast an incoming radio signal it must be transmitted on 160.0050mHz AND carry the RAN code 12; otherwise the repeater will ignore the incoming signal. RAN codes, like CTCSS codes, provide a small level of protection from interference mostly by masking the interference. By example, if two (2) radios signals on the same frequency are presented to the receiver, at the same time, there will still be interference. If the signals are close to the same strength the user will hear interfering noise such as heterodyne or beat notes. Also, if the repeater is retransmitting a valid received signal and RAN/CTCSS code but a stronger signal on the same frequency, with or without RAN/CTCSS, is received by the repeater then the stronger undesired signal will be repeated. The belief that RAN/CTCSS can block interfering signals, or create private channels, is a common misunderstanding held by many poorly informed people.

Figure 2 below shows a call originating from a NCRTD bus to dispatch via the Pajarito repeater. As in Figure 1, all radios and dispatch locations within range of, and tuned to, either the Pajarito repeater, or Pajarito direct, will hear the transmission. Please see Section IIC for more on Pajarito direct.

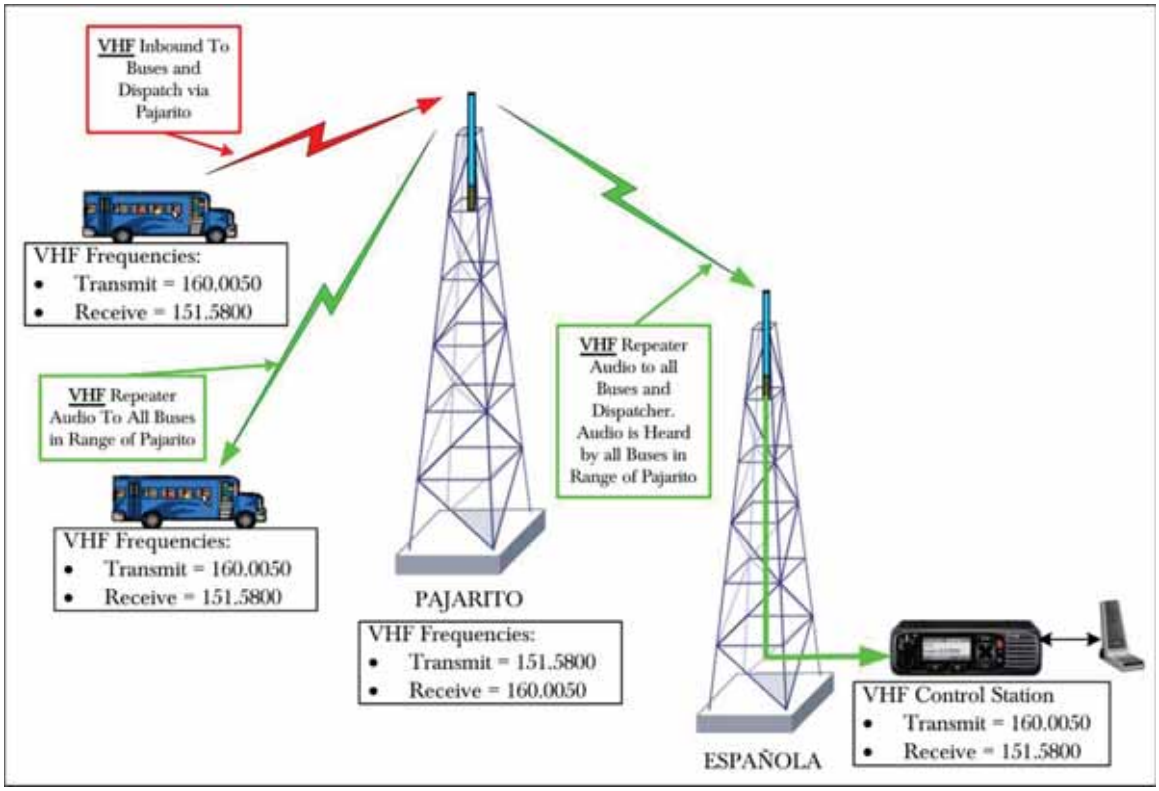


Figure 2 – Inbound Call from a Bus to All buses in Range of Pajarito and Española Dispatch

Rest of Page Left Intentionally Blank

The following two (2) pictures show radio transmissions travelling to and from buses and/or dispatch via the TSV repeater. Its operation is identical to the Pajarito repeater except 1) the TSV repeater operates on transmit and receive frequencies of 151.5350 mHz and 159.8850mHz with a RAN of 12, and 2) is known as TSV R.

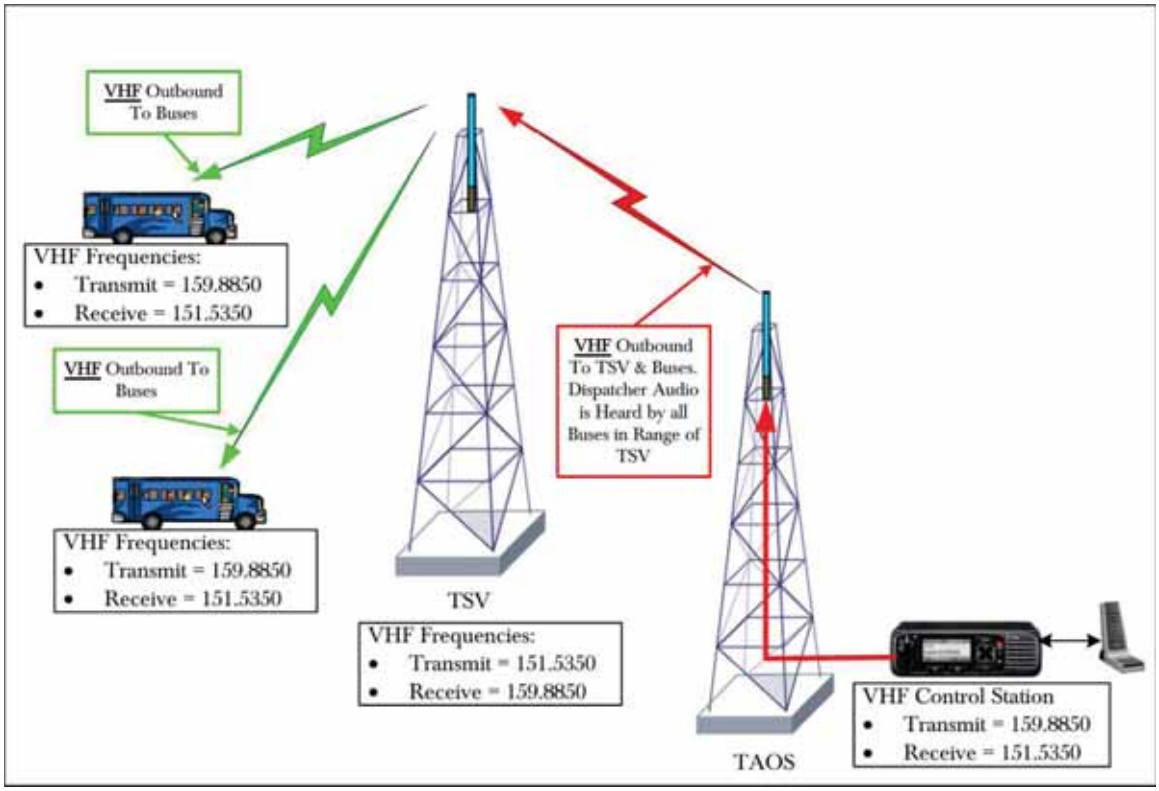


Figure 3 - Outbound Dispatch Call from Taos to All Buses in Range of TSV

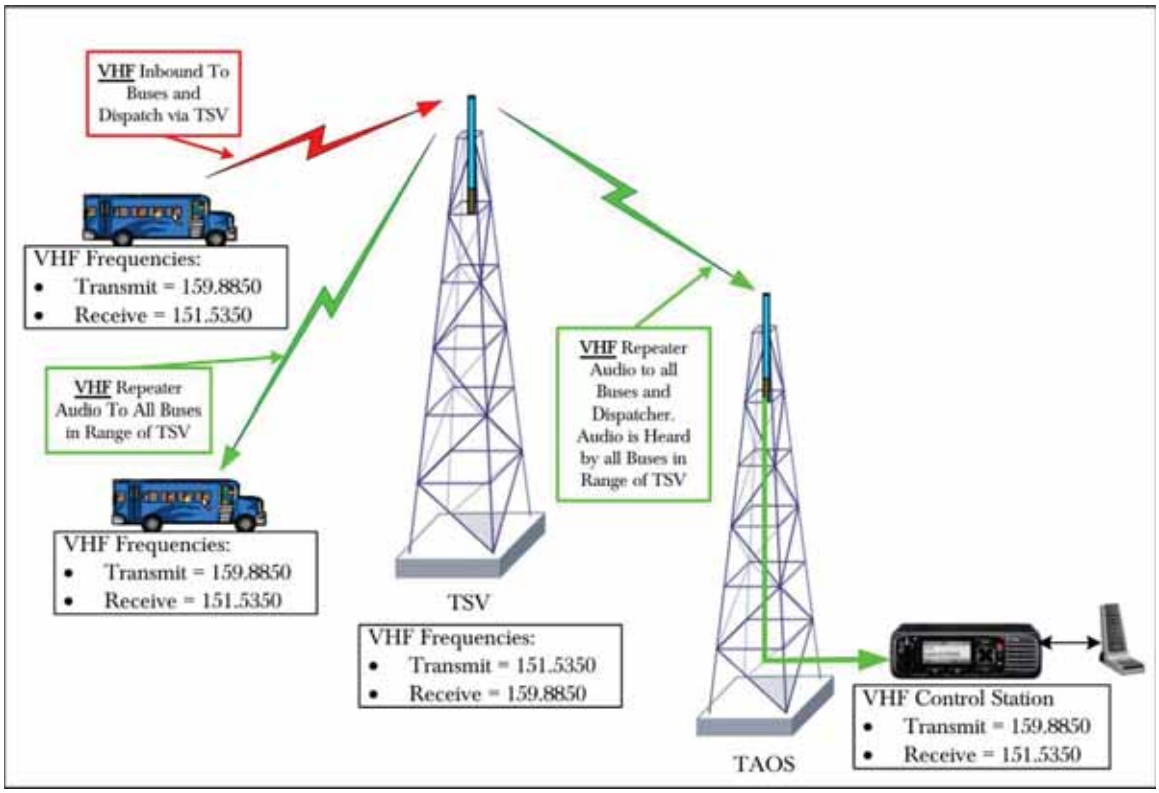


Figure 4 - Inbound Call from a Bus to All buses in Range of TSV and Taos Dispatch

C. Talkaround Operation

Talkaround, also known as car-to-car, is another mode of operation used by NCRTD and its intended use is to bypass NCRTD's repeaters. Talkaround mode is typically only used to allow Bus-to-Bus, or Bus-to-Dispatch, communications when buses are out of NCRTD's repeaters' range. NCRTD's two (2) talkaround channels are known as PAJdir and TSVdir. Both talkaround channels are coded with a RAN of 12 as are NCRTD's repeaters. Figure 5 below shows the PAJdir and TSVdir talkaround communications.

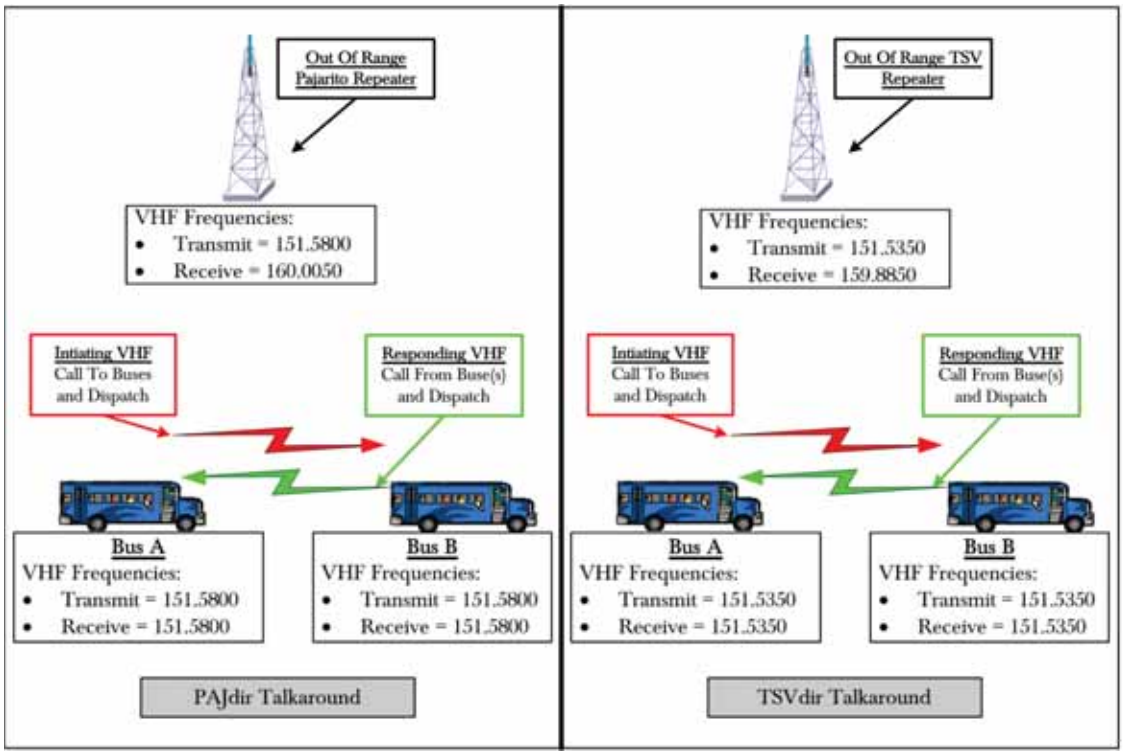


Figure 5 – PAJdir and TSVdir Talkaround Communications

Talkaround channels are always programmed with the same transmit and receive frequencies as shown above. The important items to note is that the PAJdir and TSVdir talkaround receive channels are identical to the Pajarito and TSV repeaters' transmit frequencies:

1) PAJdir receive = 151.5800 and Pajarito repeater transmit = 151.5800,
2) TSVdir = 151.5350 and TSV repeater transmit = 151.5350

This can be problematic and it is especially problematic because the talkaround channels use the same RAN code as their respective repeaters. One problem arises when a bus is tuned to PAJdir and is also in range of Pajarito repeater. In this case, the bus can hear a transmission that is actually repeated from Pajarito but because the bus's radio is tuned to PAJdir the bus will hear the PAJ R transmission. If the bus attempts to respond to that transmission using PAJdir, then that bus's transmission will not be received by the Pajarito receiver. The bus will only be heard by other buses in range of the transmitting bus if they are also that are tuned to PAJdir. This can be very confusing to the bus drivers and dispatchers. Another problem is when a bus transmits on PAJA R, and is in range of, the Pajarito repeater and at the same time another bus transmits on PAJdir. When this occurs, buses, and dispatch, will either hear the transmission from; 1) the Pajarito repeater, 2) the PAJdir transmission, 3) a combination of the two signals, or 4) just interfering noise. This scenario is shown in Figure 6 below.

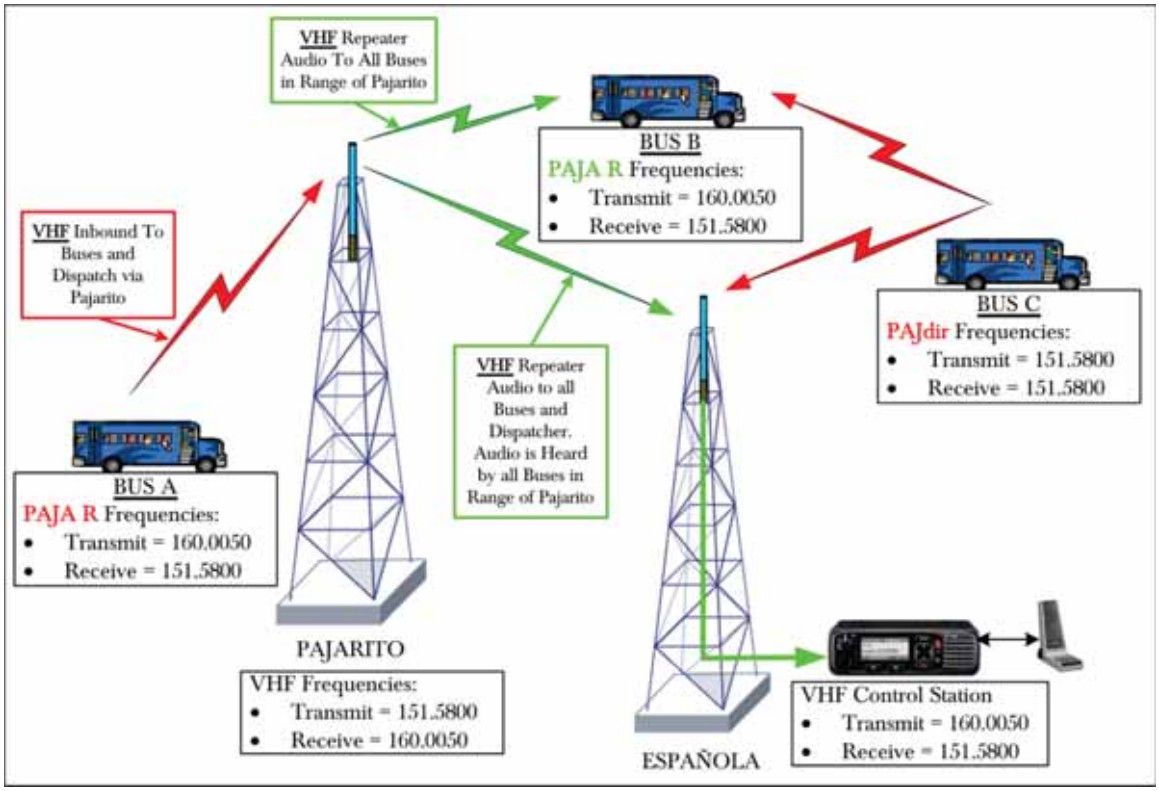


Figure 6 – Pajarito Repeater and PAJdir Talkaround Transmission Collisions

Figure 6 shows a problem which probably occurs on a regular basis within NCRTD's dispatch operations. In this case, Bus A transmits at the same time, or near the same time, as Bus C. Bus B and Española dispatch will hear any of the four (4) possibilities described in the previous paragraph. By example, if Bus C's signal is stronger than Pajarito's signal arriving at Bus B and Española Dispatch, then they will only hear Bus C and not Bus A. Refer to Section IIB paragraph three (3). The same situation is also true with the TSV repeater and TSVdir channels when there are simultaneous, or near simultaneous transmissions, on those channels. Please see the recommendations section for solutions to this problem.

D. UHF Link

NCRTD's LMR system also employs a UHF (450 - 470mHz) digital link operating at 4.8kbps between the Pajarito and TSV sites. These links are typically used as point-to-point links to extend the reach of an LMR system to a dispatch location. Obsidian believes this was NCRTD UHF's link original purpose; i.e., the ability to reach the TSV site from Española Dispatch. There is evidence to support Obsidian's theory based on NCRTD's FCC license and the fact that there are UHF antennas at Española dispatch center; as shown in Figure 7.

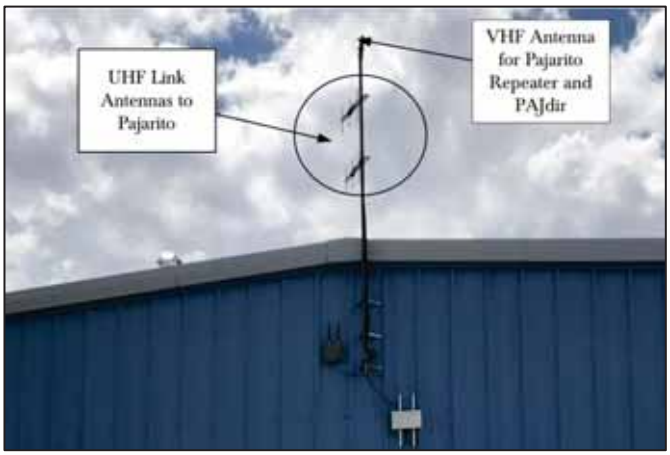


Figure 7 - Española Dispatch UHF and VHF Antennas

UHF links are usually characterized as "operational fixed" as is the case with NCRTD's UHF link. Such links are licensed with the station class code of FXO for a point to point link, or FX2 as an in-between point repeater. Operational fixed systems are licensed on a secondary basis to LMR operations. This means if all UHF frequencies are consumed, in the area where NCRTD's link is deployed, then it's possible that NCRTD's UHF frequencies could be licensed to another LMR system. In this case, NCRTD's link then becomes secondary to the new LMR system and; 1) must then not interfere with the LMR system; and 2) must accept whatever interference the new neighbor may provide.

From an NCRTD dispatch perspective Obsidian believes the link was once used as shown below.

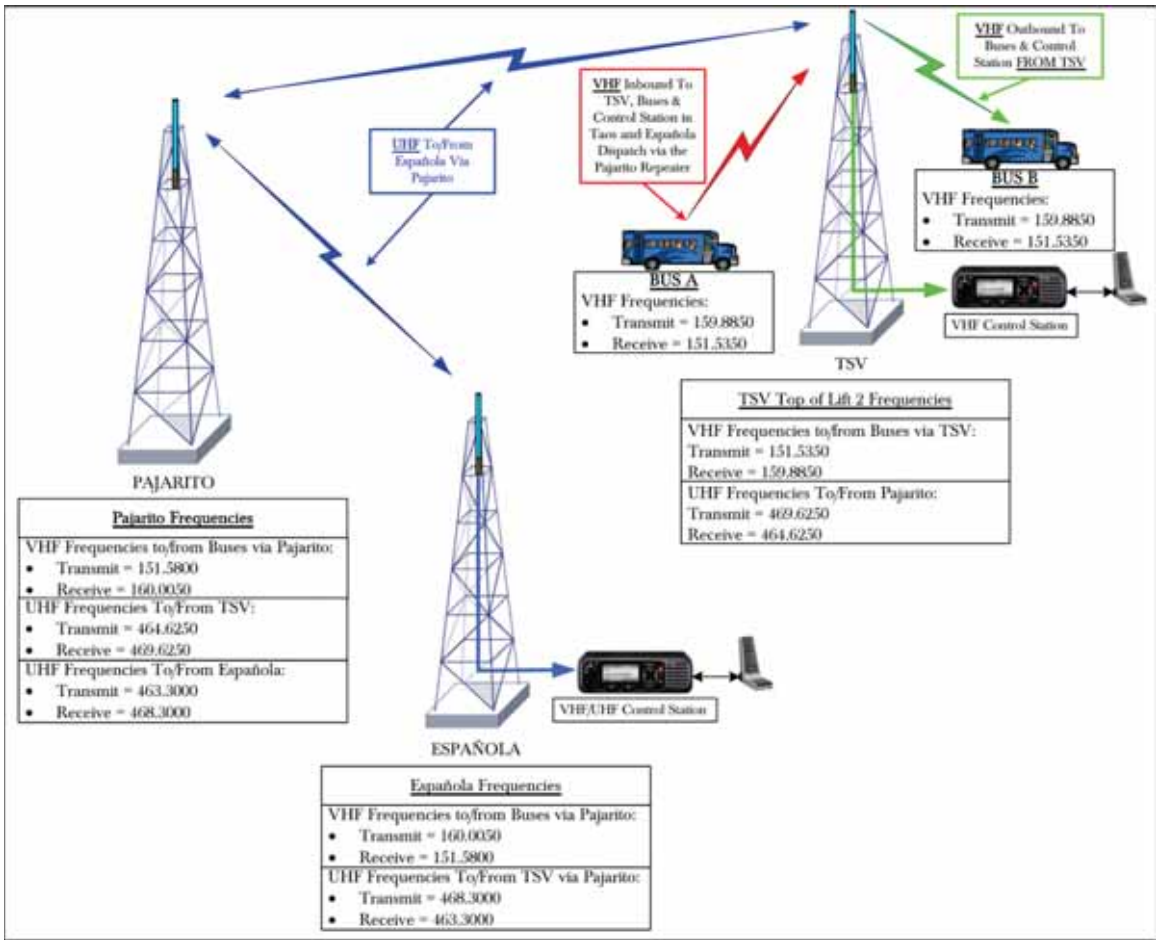
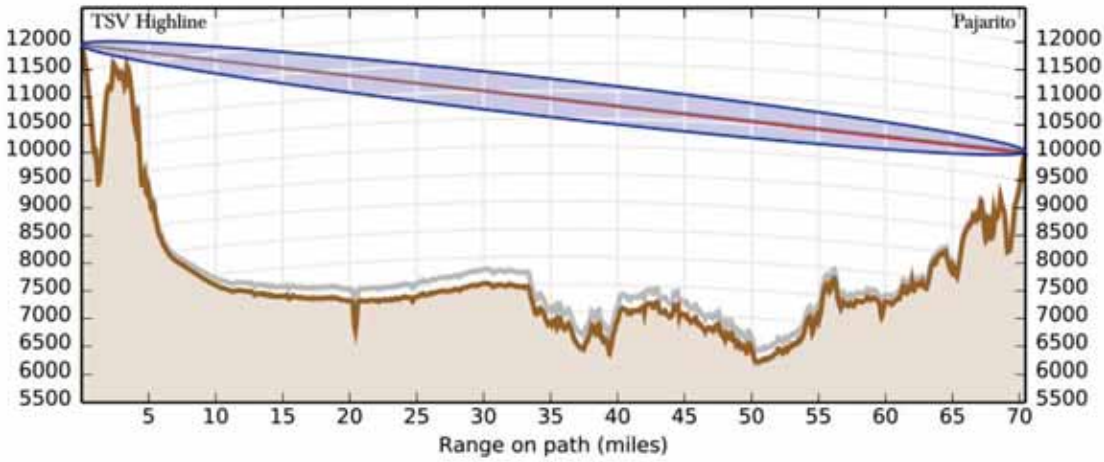


Figure 8 – UHF Link System.

Figure 8 depicts a call from Bus A to the TSV repeater. Bus A's transmission is received by the TSV repeater and is rebroadcasted and heard by all NCRTD' radios in range of TSV. Additionally, Bus A's transmission activates the UHF link and Bus A's transmission is then send to Española dispatch on the UHF frequencies via Pajarito. The dispatcher could then respond to Bus A via Pajarito and on to the TSV repeater using the UHF link. It is also possible that the Pajarito UHF link could have, at one time, also activated the Pajarito VHF repeater. In that case, any NCRTD radio transmission would have "lit up" both VHF repeaters. Another possibility is the Española VHF dispatch radio could be programmed to activate the Pajarito UHF link to the TSV repeater. Unfortunately, it's impossible to know as Obsidian was unable to read the UHF link radio's programming or the Española dispatch radio. We also believe this UHF link may no longer be functioning properly.

However, the digital UHF path profile exceeds its 4.8kbps data rate required and provides a predicted performance of 53.7kbps with a reliability of 99.9997% as shown below.



Link Summary			
Link Length	70.439 mi.	System Gain	148.37 dB
Band	UHF 450-470 MHz	System Gain Margin	21.34 dB
Regulation	United States	Mean Aggregate Data Rate	53.7 kbps
Modulation	Adaptive	Annual Link Availability	99.9997 %
Bandwidth	12.5 kHz	Annual Link Unavailability	1.8 mins/year
Total Path Loss	127.04 dB	Prediction Model	ITU-R

Figure 9 – TSV to Pajarito UHF Link

III. NCRTD's Repeater Site Report – TSV and Pajarito

A. TSV Located at the Top of Lift 2

NCRTD's TSV repeater site is located at the top of the Taos Ski Valley's Lift 2; not the top of Lift 1 as licensed. Access to the site is by four-wheel drive only or in the winter by snow cat and/or chair lift. Once the top of Lift 2 is reached there is a fairly vigorous ten (10) to fifteen (15) minute hike to reach the transmitter site as shown in Figure 10. The site's accessibility, and that of its communication shelter's location pictured in Figure 10, are its best security. The communication shelter is locked with a combination lock. The lock's combination is kept by John Wheatley John.Wheatley@skitaos.com and he is the contact to visit the site. John can be reached at 575.776.1627 home or 575.613.3581 cell.

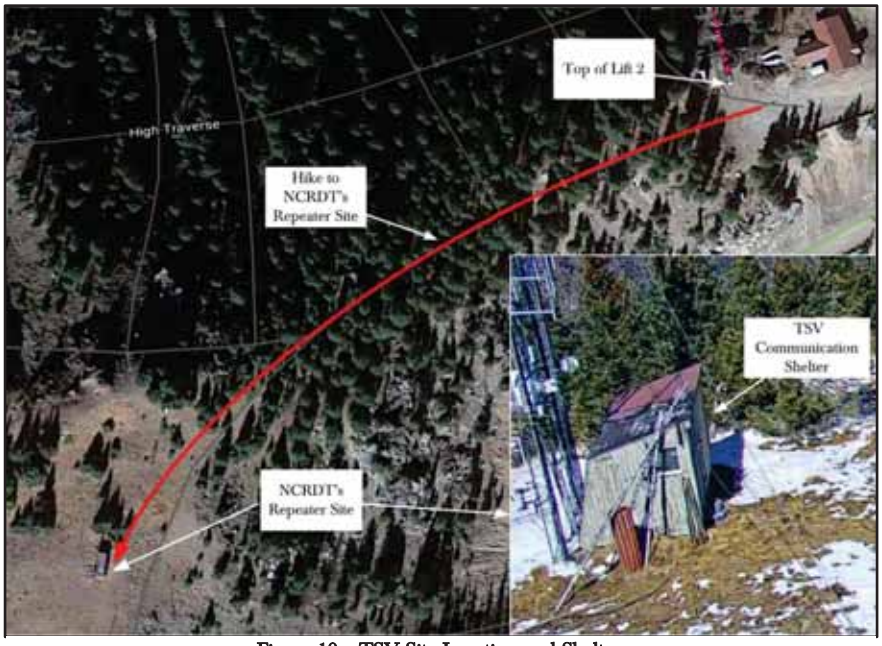


Figure 10 – TSV Site Location and Shelter.

The communication shelter is not in

the best of conditions and its size is very small. As you can see, the shelter's construction is wood and is in need of some repairs. The shelter's interior is fairly cramped as it houses several other radios besides NCRTD's radios. There's just enough room for two (2) people to maneuver around the shelter's interior. Aside from the shelter's basic construction there are many other problems with this site; such as, but not limited to:

1) Poor grounding – no interior or exterior grounding halos,
2) Lack of adequate power distribution – in fact power is brought to the shelter by two (2) electrical cables strung along the ground on the hike to the shelter. One electrical cable run is not rated for outdoor use,
3) The radio interference, and/or the analysis of interference, doesn't appear to be properly managed,
4) Absence of lighting arrestors or A/C surge protection,
5) NCRTD's batteries seem to be in need of servicing or replacement,
6) No heating save a floor space heater and no air conditioning or sufficient ventilation,
7) The interior's LMR cabling is a bit messy and cable labels are non-existent making tracing cables difficult,
8) NCRTD's LMR antenna line feed exits the shelter and is resting on the ground, (Please see below)
9) NCRTD's VHF LMR antenna is an antenna designed to be mounted on a vehicle where the vehicle serves as the ground plane. The ground plane provided is inadequate. (Please see below)

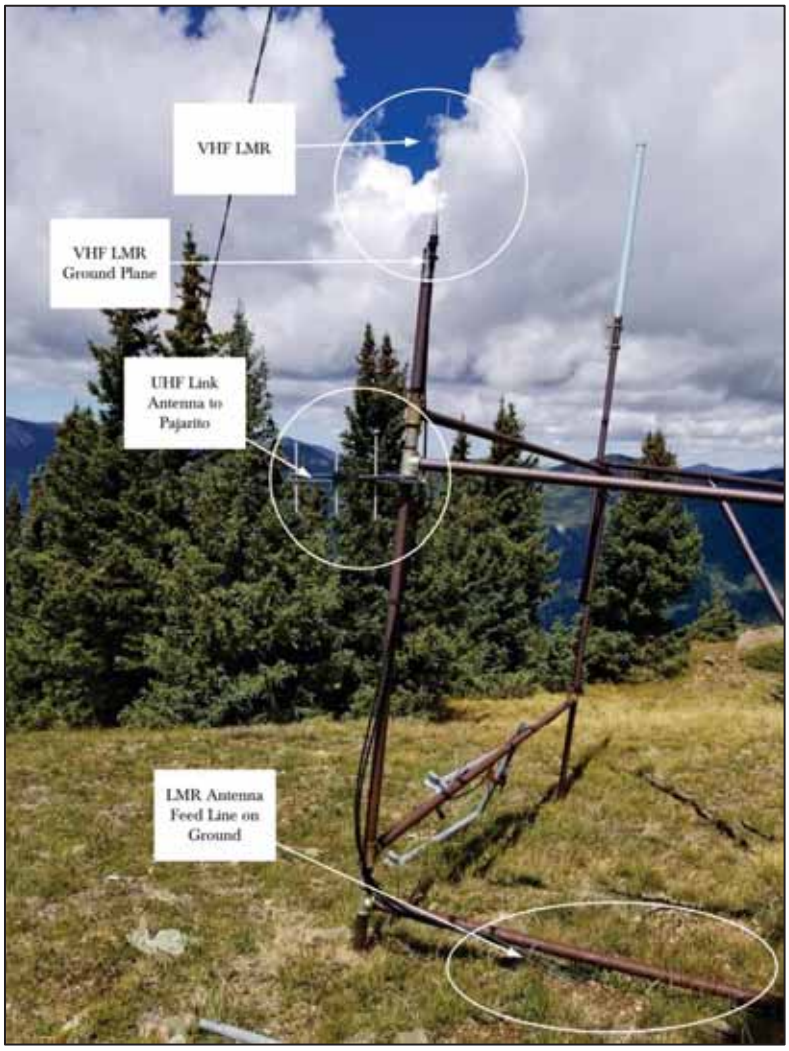


Figure 11 – TSV LMR Antennas and Mounting Structure.

Figure 11 reveals several problems. The biggest problem is 1) the use of a mobile antenna and 2) improper ground plane. An antenna installed without an adequate ground plane can result in power being reflected back to the radio emitting the signal. Obsidian was unable to positively identify the UHF and VHF antennas' make and model but we believe the manufactures' are CommScope and Browning, respectively. The other problem is the UHF and VHF antennas' feed lines are on the ground. This is not an LMR best practice.

In addition to NCRTD's equipment shown above the TSV site also houses the following equipment:

1) Two (2) LMRs – one (1) VHF and one (1) UHF. Both the LMRs are contained in one (1) enclosure. As shown in Figure 12. The radios are ICom radios model number FR6000 (UHF) and FR5000 (VHF). We were unable to see the radios' serial numbers. NCRTD's asset number is either 61102 or 01102,
2) Two (2) duplexers – one (1) VHF and one (1) UHF. The duplexers are manufactured by MicroMagic. Model numbers: Micro1501 - C6 (VHF) and MICRO4201 - C6 (UHF). We were unable to read the duplexers' serial numbers. Please see Figure 13,
3) Two (2) 12Vdc batteries with a DuraComm voltage regulator. The batteries presumably provide power the radios in the event of an AC power failure,
4) One (1) equipment rack.

Figure 12 – ICom Radio, Voltage Regulator and Rack.

Figure 13 – MicroMagic VHF Duplexer.

Figure 14 – ICom Radio with VHF and UHF Duplexers.

B. TSV Estimated VHF LMR Coverage

The coverage below is an estimation of the anticipated TSV site's VHF LMR coverage. The coverage shown is a downgraded version based on the deficiencies Obsidian discovered during its TSV site audit. One such downgrade reduces the ICom radio's output power to twenty (20) watts from fifty (50) watts to compensate for a poorly installed antenna system. However, even with the reduced power output, we believe this coverage map is optimistic given the TSV's site conditions. The coverage shown is intentionally set to only calculate the LMR coverage for a sixty (60) mile radius around the site.

The dark blue is the strongest signal strength at 15.5 dBμV/m and greater. The lighter blue represents a slightly weaker signal strength of 5.5 dBμV/m. Both signal strengths are great enough to be received by NCRTD's radios. The coverage map's reliability is set to ninety (90) percent - meaning that in any area where blue coverage is shown there there's a ninety (90) percent chance the area will be covered ninety (90) percent of the time.

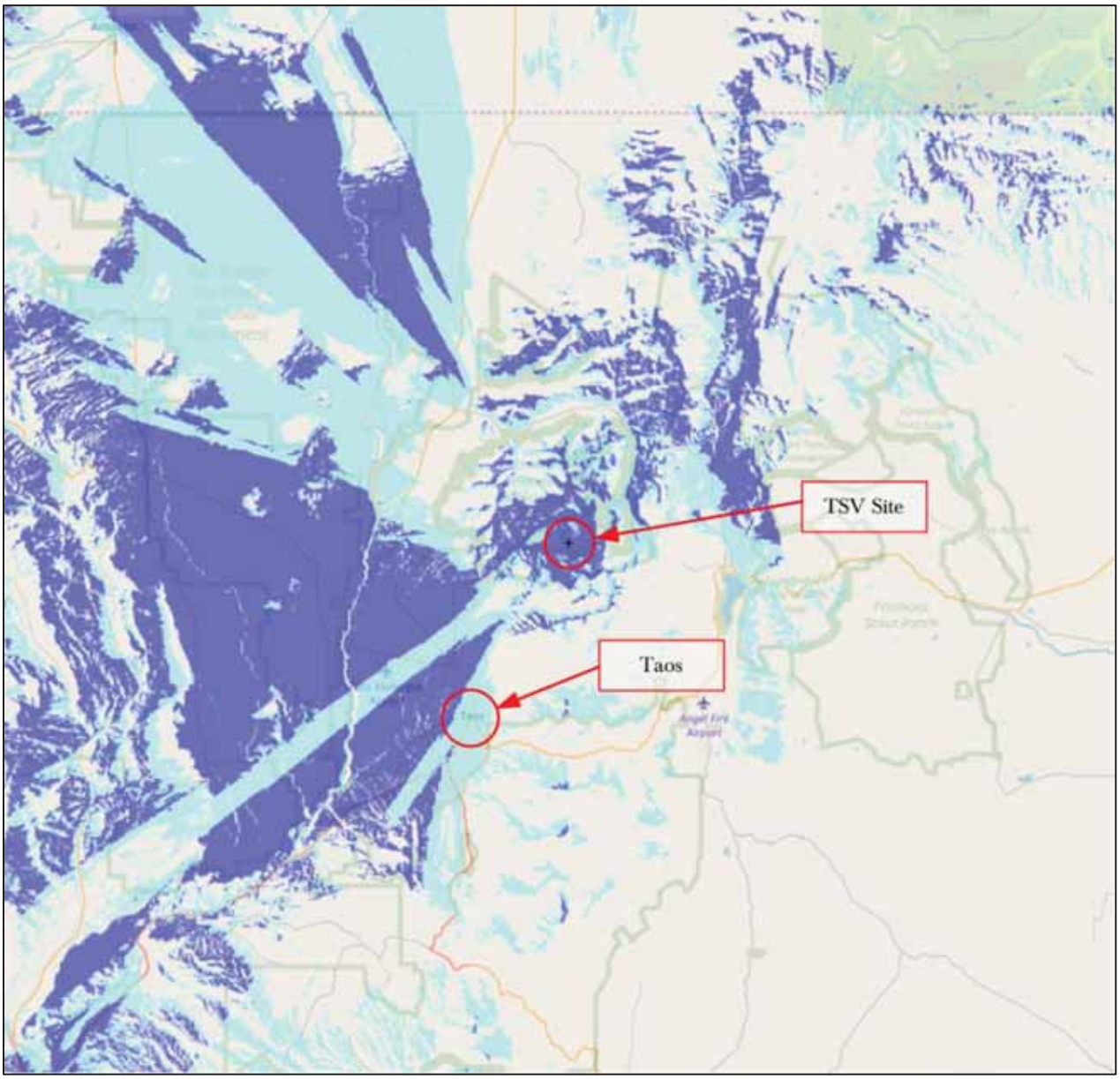


Figure 15 – TSV Site Estimated VHF LMR Coverage.

C. Pajarito Repeater

NCRTD's Pajarito repeater site is located near the top of Pajarito Mountain ski area. Access to the site is by four-wheel drive only or in the winter by snow cat. Chair lift access is not easily available to this site during the ski season. The site can be reached with relative ease by four-wheel drive or snow cat with parking available within ten (10) feet of the site. The site's accessibility, and that of its communication shelter pictured in Figure 16, are its best security. The communication shelter is locked with a combination lock. The lock's combination is kept by Alipio Mondragon - a.mondragon@lacnm.us and he is the contact to visit the site. Alipio can be reached at 505.662.8176 office or 505.660.6170 cell.

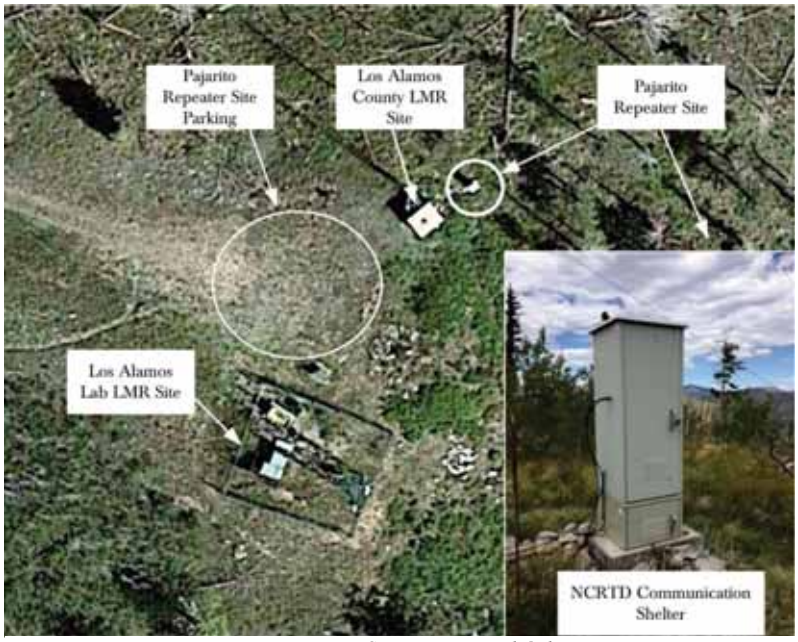


Figure 16 Pajarito Site Location and Cabinet

The Pajarito site is in much better condition as compared to the TSV site. NCRTD's LMR equipment is housed inside an outdoor rated communication cabinet as shown on the right. The cabinet only houses NCRTD's communication equipment. The cabinet can be opened on two (2) sides, as shown below, which makes servicing the LMR equipment straightforward. Power to the cabinet is provided by a dedicated circuit breaker located in the Los Alamos County shelter. The power is delivered to NCRTD's cabinet in an underground conduit.

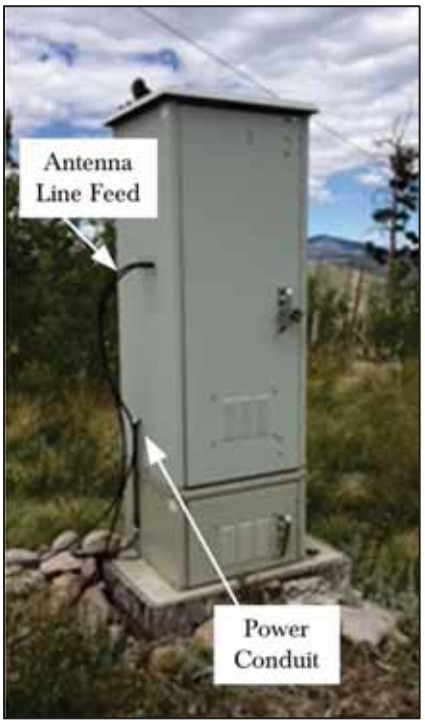


Figure 18 – NCRTD's Cabinet

Figure 17 – Cabinet Circuit Breaker

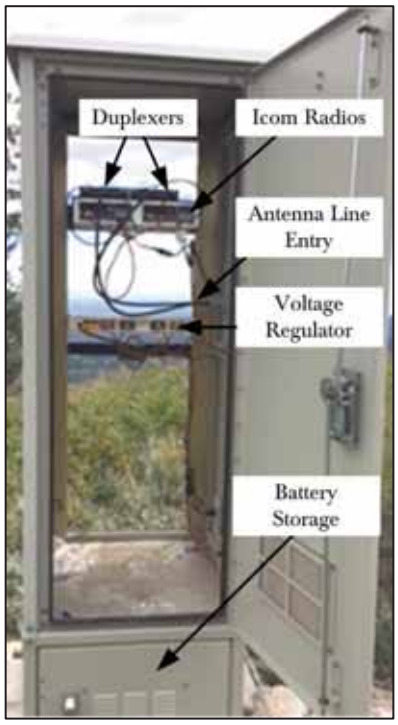


Figure 19 – Cabinet with Back Side open

Overall the Pajarito shelter is in fairly good shape but there are some deficiencies; such as, but not limited to:

1) Poor grounding – no interior or exterior grounding halos. All the grounding appears to be provided by the LA County shelter's grounding system. The LMR equipment should be grounded to the cabinet with its own grounding cables,
2) Radio interference is probably present but not to the same extent as the TSV site. Mainly because NCRTD's LMR equipment is somewhat isolated from the adjacent LA County and Los Alamos Lab sites,
3) The lighting arrestors are present and rely on the cabinet as the ground,
4) A/C surge protection is not present in the cabinet and is only provided by the LA County shelter (Fig 17),
5) No heating, no air conditioning but ventilation is make available with vents,
6) NCRTD's batteries seem to be in need of servicing or replacement,
7) NCRTD's LMR antenna line feed exits the cabinet and is resting on the ground. (Please see below)

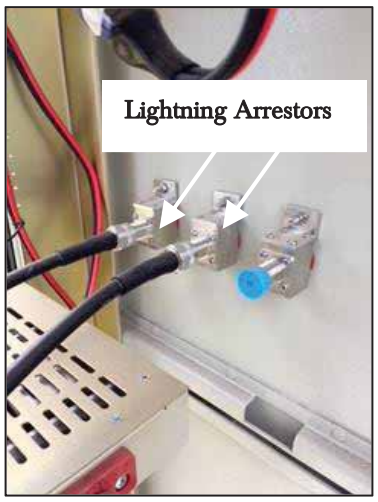


Figure 20 - Lightning Arrestors

Figure 21 – Antenna Line Feed

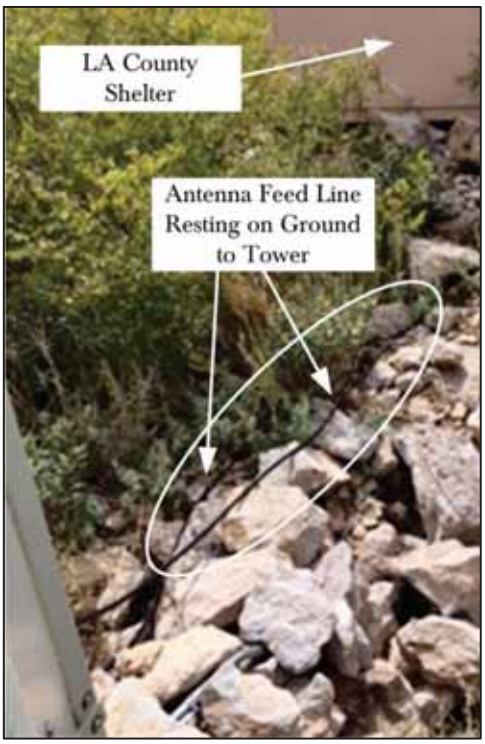


Figure 22 – Antenna Line Feed Resting on Ground

Figure 23 below shows the LA County antenna feed lines correctly installed with 1) an ice bridge connecting the tower to their communication shelter, and 2) a grounding bus bar on the antenna feed line.

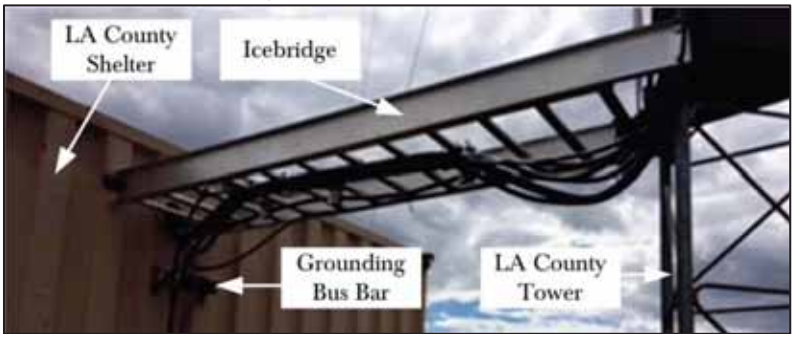


Figure 23 – LA County Ice Bridge

Figure 24 shows NCRTD's antenna locations on the LA County tower.

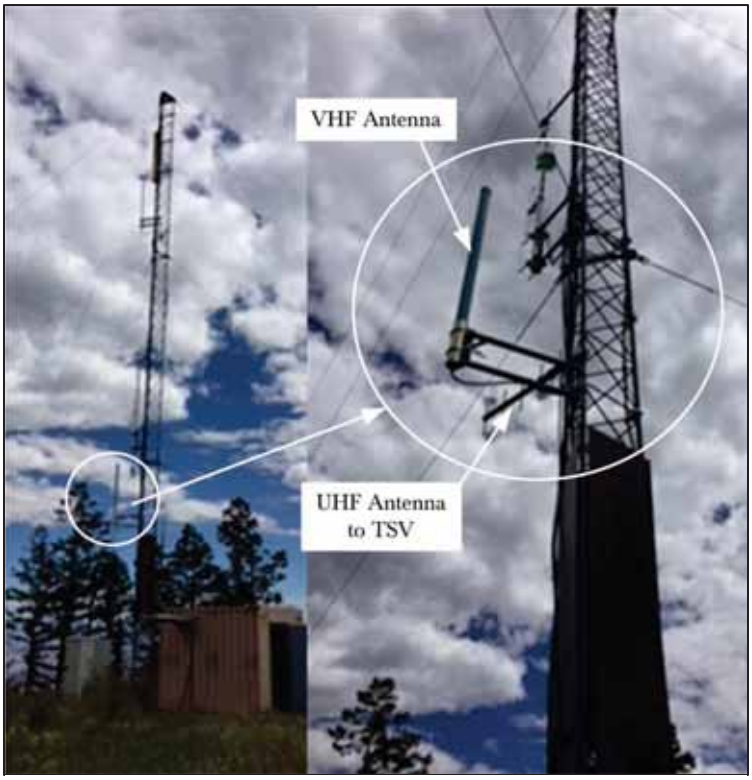


Figure 24 – NCRTD's Browning VHF and CommScope UHF Antenna Locations

In addition to NCRTD's equipment shown above the Pajarito site also houses the following equipment:

1) Two (2) LMRs – one (1) VHF and one (1) UHF. Both the LMRs are contained in one (1) enclosure as shown previously. The radios are ICom radios model number FR6000 (UHF) and FR5000 (VHF). The radios serial numbers are 0107089 (VHF) and 5101575 (UHF). NCRTD's asset number is 01103,
2) Two (2) duplexers – one (1) VHF and one (1) UHF. The duplexers are manufactured by MicroMagic. Model numbers: Micro1501 - C6 (VHF) and MICRO4201 - C6 (UHF). The duplexers' serial numbers are 0831120010 (VHF) and 080710011 (UHF). Shown below and identical to the duplexers at TSV,
3) Two (2) 12Vdc batteries with a DuraComm voltage regulator. The batteries presumably provide power the radios in the event of an AC power failure. Shown below and identical to the batteries at TSV,
4) One (1) cabinet with equipment rack.

Figure 25 – NCRTD VHF and UHF Duplexers

Figure 26 - NCRTD Batteries

D. Pajarito Estimated VHF LMR Coverage

The coverage below is an estimation of the anticipated Pajarito site's VHF LMR coverage. The coverage shown is intentionally set to only calculate the LMR coverage for a sixty (60) mile radius around the site.

The dark blue is the strongest signal strength at 15.5 dBµV/m and greater. The lighter blue represents a slightly weaker signal strength of 5.5 dBµV/m. Both signal strengths are great enough to be received by NCRTD radios. The coverage map's reliability is set to ninety (90) percent - meaning that in any area where blue coverage is shown there there's a ninety (90) percent chance the area will be covered ninety (90) percent of the time.

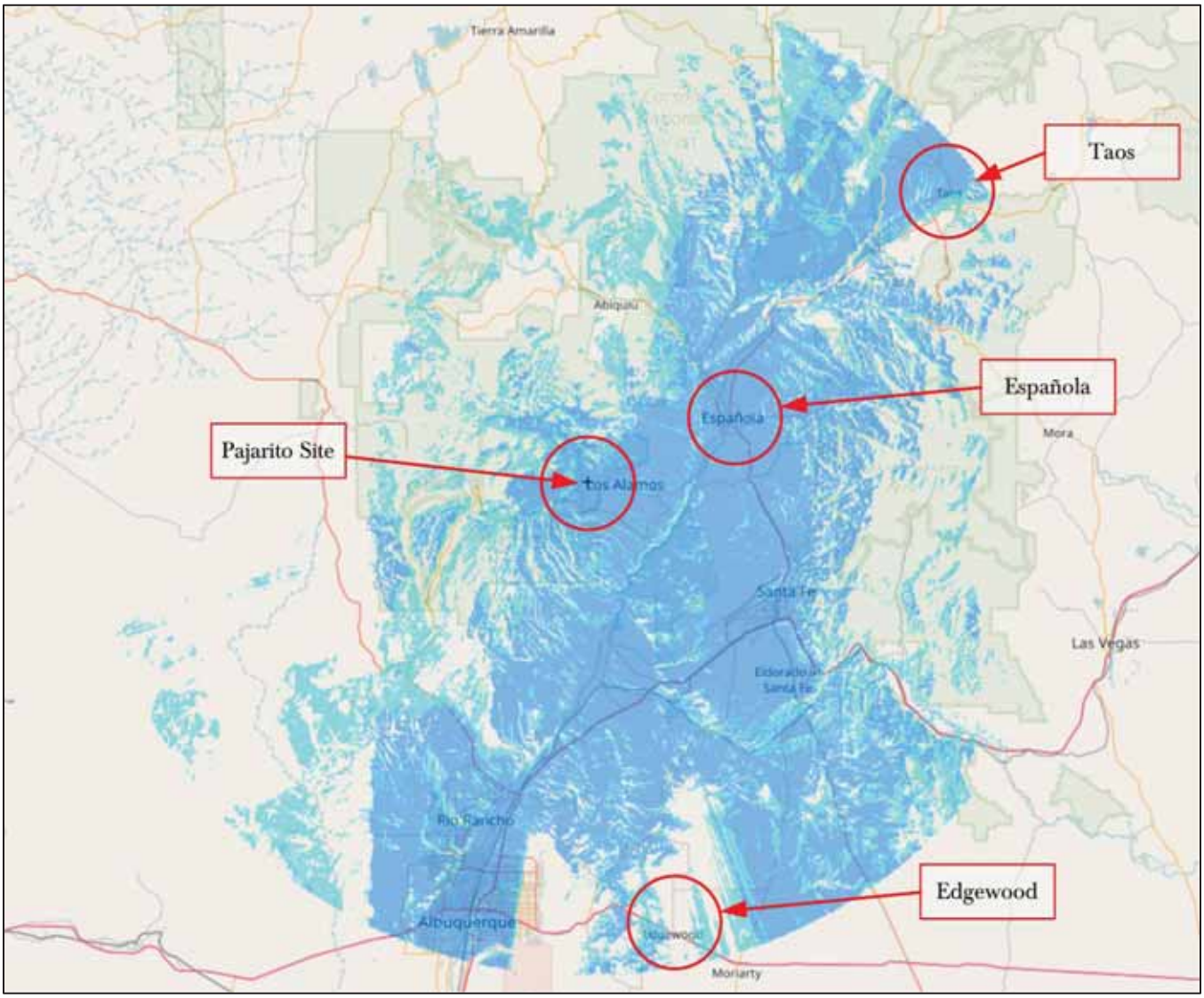


Figure 27 - Pajarito Site Estimated VHF LMR Coverage

IV. Recommendations

In this section we summaries many of the topics we've discussed throughout this report.

A. TSV Site

As previously discussed the TSV site has many deficiencies. In general the TSV site needs significant upgrades. It might be worth considering moving this site to another location. Below are a few items that could use some serious attention.

1) Replace the TSV VHF antenna with a 3dB omni-directional fiberglass enclosed copper element intended to support outdoor repeaters as shown below:

Figure 28 – Fiberglass Omni Antenna

2) Properly ground the new antenna.
3) Run the antenna feed line to the antenna from the shelter on the TSV's structure upper support bracket. Not the support bracket nearest to the ground. (See Fig 11)
4) Add lightning arrestors and AC surge protection.
5) Add heating and cooling or provide ventilation.
6) Perform a Transmitter Noise Receiver Decense (TNRD) study. The TNRD study will reveal if radio interference exits and provide insight to mitigate the interference.
7) Service the radios, duplexers and batteries. It's very possible the ICom radios are out of tune and the batteries may need to be replaced. The duplexers should also be checked while servicing the radios and batteries. The radios' are rated to operate between -22F and +140F but without appropriate temperature control radios tend to need servicing more frequently. If the batteries are lead-acid batteries they can release small amounts of hydrogen gas. This is known as off gassing and can be potentially explosive without sufficient ventilation.
8) The site's power distribution system and the site's grounding system both need to be upgraded/enhanced.

B. Pajarito Site

The Pajarito site is in much better shape than the TSV site but could also use some servicing and upgrades. The Pajarito site also provides excellent LMR radio coverage and should be kept as one of NCRTD's sites.

1) Install a small ice bridge between NCRTD's cabinet and the LA County shelter to keep the antenna feed line elevated above the ground. (An ice bridge is shown in Fig 23)
2) Ground the new ice bridge and antenna feed line to the shelter's exterior grounding bus bar also shown in Fig 23.

3) Install grounding cables inside the cabinet and connect those grounding cables to an exterior grounding system. The exterior grounding can be as simple as a ground rod that's also tied to the LA County shelter's grounding system.
4) Service the radios and batteries for the same reasons as previously discussed above. If it's possible, moving NCRTD's equipment into the LA County shelter would be ideal.
5) Perform a Transmitter Noise Receiver Decense (TNRD) study. The TNRD study will reveal if radio interference exits and provide insight to mitigate the interference.
6) Add AC surge protection to prevent equipment damage in the event of an electrical surge.

C. Additional NCRTD's Observations

1) The Taos dispatch center's VHF antenna should be replaced with a 3dB omni-directional antenna and be grounded to building's grounding system. This would provide a common ground for the antenna and the ICom radio in the building. The pole the antenna is currently mounted to should be replaced with a longer pole; such that it's at least thirty (30) feet higher than dispatch center's roof height. Obsidian believes the poor quality of the TSV and Taos Dispatch center's antenna and grounding systems is a likely cause for inferior radio receptions in this location.
2) The use of the talkaround channels TSVdir and PAJdir , as discussed in Section IIC, can be solved in one of two ways:
   a) Reprogram the talkaround channel with a RAN different that the one used for the TSV and Pajarito repeater sites. This will only mask the problem, as previously discussed, or,
   b) License a new VHF frequency. A new VHF frequency will solve the problem.

   In both cases, all NCRTD's radios would need to be reprogrammed and the best solution is obtaining a new VHF frequency.

3) Maintain a common naming convention for all NCRTD's LMRs channels. We noticed that not all radios appear to have the same name for the same channel. The channel names should be consistent across all radios including NCRTD's repeaters. In NCRTD's case, this is a small problem as there are only four (4) channels and the channel names can be intuitively deduced. However, it is a best practice to maintain a common channel naming standard to eliminate potential operator errors.
4) Bus driver operator training is lacking. A simple radio seminar to familiarize the bus drivers with the radio's operation should be a part of a new hires orientation. We mention this because we've seen radio operation confusion that could also be contributing to the problems heard on NCRTD's LMR system.
5) Clean up NCRTD's FCC Licenses. We've noted several places where the FCC's licensing information, in its database, does not match a site's real location or NCRTD's repeaters' FCC's emitted power is different than programmed in the repeater. (See Section V). NCRDT's FCC's contact is listed as Gujs Martinez.

V. FCC Emission Designators for NCRTD Call Sign WQQF644:

A. 4K00F1D - NXDN 6.25 kHz data (IDAS, NEXEDGE)
B. 4K00F1E - NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)
C. 11K0F3E - 11K0F3E Narrowband analog voice, considered by the FCC to be identical to 11K2F3E
   1. 11K2F3E - Frequency modulated (FM) 2.5 kHz deviation analog voice, "narrowband 12.5 kHz" - may also be 11K0 and 11K3 bandwidth.

2. Data is transmitted using 4-level frequency-shift keying (FSK) modulation. NXDN uses the AMBE+2 vocoder (codec) for digital audio. This combination provides better weak-signal voice quality than for analog FM. For an equivalent transmitter power, NXDN is represented as having a wider range andslightly better multi-path characteristics than analog FM in typical RF environments, specifically at the 12 dB SINAD threshold. The transmission bit rate is 4,800 bit/s.

D. Radio Service
   1. IG - Industrial/Business Pool, Conventional

A. Taos Ski Valley (TSV):

Location 36-35-10.1 N, 105-27-11.0 W - Top of Lift 1 Taos Ski Valley, NM Taos County. (Incorrect location needs to be corrected. Site is at the Top of Lift 2 - 36°34'31.9"N 105°27'25.3"W)

A. Frequencies:
   1. 151.5350 mHz and licensed FCC emissions
      a) 11K2F3E - Frequency modulated (FM) 2.5 kHz deviation analog voice, "narrowband 12.5 kHz".
      b) 4K00F1E NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)
      c) 4K00F1D NXDN 6.25 kHz data (IDAS, NEXEDGE)
   2. 464.6250 mHz and licensed FCC emissions
      a) 4K00F1E NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)
      b) 4K00F1D NXDN 6.25 kHz data (IDAS, NEXEDGE)

Repeater Power Programmed for 50W

Actual Antenna Height is closer to 2.5 Meters

B. Summary:

Freq mHz	Loc#	Station Class	Units	Power W	Max ERP	First Use	Site Elevation	Height M	Structure Type	Ant Gain
151.5350	TSV	FB2	1	12.00	20.00	11/28/2012	3246	6.00	Pole	2 dbi
464.6250	TSV	FXO	1	5.00	5.00	11/28/2012	3246	6.00	Pole	2 dbi

B. Pajarito:

Location 35-53-07.0 N, 106-23-12.0 W - Pajarito Mountain 4mi west of Los Alamo, NM Los Alamos County. (Actual location is a little different - 35°53'03.6"N 106°22'55.7"W)

A. Frequencies:
   1. 151.5800 mHz and licensed FCC emissions
      a) 11K2F3E - Frequency modulated (FM) 2.5 kHz deviation analog voice, "narrowband 12.5 kHz".
      b) 4K00F1D NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)
      c) 4K00F1E NXDN 6.25 kHz data (IDAS, NEXEDGE)
   2. 463.3000 and 469.6250 mHz and licensed FCC emissions
      a) 4K00F1D NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)
      b) 4K00F1E NXDN 6.25 kHz data (IDAS, NEXEDGE)

B. Summary:

Repeater Power Programmed for 50W

Actual Antenna Height is 18 Ft. not 18 Meters

Freq mHz	Loc#	Station Class	Units	Power W	Max ERP	First Use	Site Elevation	Height M	Structure Type	Ant Gain
151.5800	Pajarito	FB2	1	12.00	20.00	11/28/2012	3062	18.3	Lattice Tower	2 dbi
463.3000	Pajarito	FXO	1	5.00	5.00	11/28/2012	3062	18.3	Lattice Tower	2 dbi
469.6250	Pajarito	FXO	1	5.00	5.00	11/28/2012	3062	18.3	Lattice Tower	2 dbi

C. Española

A. Location 36-00-40.0 N, 106-03-48.0 W - 1327 Riverside Dr. Espanola, NM Rio Arriba County

B. Frequencies:

1. 468.3000 mHz and licensed FCC emissions

UHF Link License for Española – Currently Unused

   A. 4K00F1D NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)

   B. 4K00F1E NXDN 6.25 kHz data (IDAS, NEXEDGE)

Actual Antenna Height is 35 Ft. not 35 Meters

C. Summary:

Freq mHz	Loc#	Station Class	Units	Power W	Max ERP	First Use	Site Elevation	Height M	Structure Type	Ant Gain
468.3000	Española	FXO	1	5.00	5.00	11/28/2012	2078.7	35	Building	?

D. Mobile 1

A. Location 40.0 km radius around a fixed location 1 - TSV.

B. Frequencies:

1. 151.53500 and 160.0050 mHz and licensed FCC emissions

   a) 11K2F3E - Frequency modulated (FM) 2.5 kHz deviation analog voice, "narrowband 12.5 kHz".

   b) 4K00F1D NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)

   c) 4K00F1E NXDN 6.25 kHz data (IDAS, NEXEDGE)

C. Summary:

Freq mHz	Loc#	Station Class	Units	Power W	Max ERP	First Use	Site Elevation	Height M	Structure Type	Ant Gain
151.5350	Mob1	MO	75	50.00	60.00	11/28/2012	Mobile	Bus Roof	Bus	?
160.0050	Mob1	MO	75	50.00	60.00	11/28/2012	Mobile	Bus Roof	Bus	?

E. Mobile 2

A. Location 40.0 km radius around a fixed location 2 - Pajarito.

B. Frequencies:

1. 151.5800 and 159.8850 mHz and licensed FCC emissions

   a) 11K2F3E - Frequency modulated (FM) 2.5 kHz deviation analog voice, "narrowband 12.5 kHz".

   b) 4K00F1D NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)

   c) 4K00F1E NXDN 6.25 kHz data (IDAS, NEXEDGE)

C. Summary:

Freq mHz	Loc#	Station Class	Units	Power W	Max ERP	First Use	Site Elevation	Height M	Structure Type	Ant Gain
151.5800	Mob2	MO	75	50.00	60.00	11/28/2012	Mobile	Bus Roof	Bus	?
159.8850	Mob2	MO	75	50.00	60.00	11/28/2012	Mobile	Bus Roof	Bus	?

F. 6.1 Meter Rule

A. Control Stations in Española and Taos. The 6.1 meter rule allows control stations to be placed anywhere within NCRTD's coverage area.

B. Frequencies:

1. 159.8850 and 160.0050 mHz and licensed FCC emissions

   a) 11K2F3E - Frequency modulated (FM) 2.5 kHz deviation analog voice, "narrowband 12.5 kHz".

   b) 4K00F1D NXDN 6.25 kHz digital voice (IDAS, NEXEDGE)

   c) 4K00F1E NXDN 6.25 kHz data (IDAS, NEXEDGE)

Actual Number of Control Stations is Two (2)

C. Summary:

Freq mHz	Loc#	Station Class	Units	Power W	Max ERP	First Use	Site Elevation	Height M	Structure Type	Ant Gain
159.8850	As Noted	FX1	1	50.00	60.00	11/28/2012	N/A	N/A	N/A	N/A
160.0050	As Noted	FX1	1	50.00	60.00	11/28/2012	N/A	N/A	N/A	N/A

VI. NCRTD FCC Station Classes Explained

A. FX1

Control Station - A base station that operates through a repeater in the same way as a mobile station. It is intended to speak with mobile and portable radios only through the repeater and not directly; as sometimes used by NCRTD. FX1 stations licensed under the 6.1 Meter Rule may be placed at various locations throughout the system's area of operation and are typically listed only by the state of operation, but the protected service area is that of the system, not statewide.

B. FXO

Operational Fixed Station - A transceiver which may operate as a link between two or more fixed locations. The designator is often used in radio link or SCADA telemetry systems. With the exception of certain frequencies, operational fixed stations are typically secondary to land mobile communications.

C. FB2

Mobile Relay – Also known as a repeater. This may be conventional, decentralized trunking, or centralized trunking depending on frequency band and rules under which it is deployed. It may also be a very simple or very elaborate system.

D. MO

Mobile Station - A station in the mobile service intended to be used while in motion or during halts at unspecified points. This includes hand carried transmitters and, with certain limitations, may also include boats and aircraft.

North Central Regional Transit District

HIGH LEVEL SYSTEM DESIGN REPORT

PREPARED BY:

Obsidian consulting, LLC
Knowledge - Integrity - Simplicity

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OCTOBER 31, 2018

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I. Introduction

Obsidian Consulting, LLC ("Obsidian") high level system design report builds on what we learned about the North Central Regional Transit District ("NCRTD") Land Mobile Radio ("LMR") system during our assessment of their LMR dispatch operations. Our first report titled Land Mobile Radio Assessment Report uncovered numerous NCRTD's LMR system deficiencies.

This report describes a high level system design intended to alleviate the deficiencies, as documented in our first report, by creating a LMR system design that:

- Enhances LMR coverage, audio quality, minimizes interference,
- Increase NCRTD's LMR coverage footprint to accommodate for their enlarged service area,
- Eases the end-users' operation and provides wide area roaming,
- Delivers end-user transparent scan operation,
- Allows dispatch locations to be placed anywhere within the LMR wide area coverage described herein; and,
- Is a cost effective LMR solution.

To achieve the criteria outlined above, Obsidian is recommending NCRTD's new system design should be a LMR voting receiver system. (Please see Section II for more details). In contrast to NCRTD's repeater only LMR system, a voting receiver system makes use of multiple repeaters strategically placed throughout the desired coverage area. In NCRTD's case, we have selected the following repeater sites:

1) Pajarito – The exiting UHF link between Pajarito and TSV can be re-used.
2) TSV – The site needs some upgrades but is included to provide TSV and Hwy 150 LMR coverage.
3) San Antonio Mountain.
4) Rabbit. (Rio Arriba County's El Vado site is a possible substitute for Rabbit); and,
5) South Mesa.

All the sites listed above are all existing LMR sites. Site numbers 3, 4 and 5 are owned, and/or co-owned/shared, by NM's Department of Information Technology (DoIT). Each DoIT site is equipped with digital microwave to connect the sites. These microwave connections can be used to transport NCRTD's transmissions back to the voting receiver; as can NCRTD's existing UHF links. The microwave and UHF connections are important because it's possible for a NCRTD transmission to be received by more than one repeater site. The voting receiver will then select the best audio signal it receives from any of the five (5) proposed sites and rebroadcast the selected signal to all five (5) proposed sites. The voting operation is further described in Section II.

It is important to note that Obsidian *has not* contacted DoIT to discuss if NCRTD can co-locate LMR equipment on these DoIT sites. We also have not investigated if co-locating NCRTD equipment will create problems with the existing sites' equipment – interference, space, power, etc. A comprehensive LMR engineering study is recommended before any NCRTD equipment is added to the DoIT sites.

II. Voting Receiver Operation Explained

Obsidian's voting receiver systems are designed to improve wide-area coverage by utilizing multiple repeaters strategically placed throughout the desired coverage area. Our system design utilizes five (5), geographically separated LMR sites, each transmitting on a different frequency (within the same band of any FCC licensable frequency) to NCRTD's radios. The repeaters' receivers pick up the radio signal and feed it back to a voting receiver. The voting receiver, also known as a comparator, then "compares" the inbound signals and selects the inbound signal with the best signal quality. The voting receiver then retransmits the best signal to each repeater site such that the best inbound signal is always transmitted to all repeaters. In this configuration, each repeater site operates on the same receive frequency but on different transmit frequencies as shown in Figure 1 as TX1 thru TX5 and each site receives on RX1 only. The voting receiver continuously monitors and selects the best of these received signals and it then passes the signal on to all NCRTD's repeaters. From the end users perspective, a system configured as described appear as a single LMR channel to NCRTD's buses. (Fig 1 and 2)

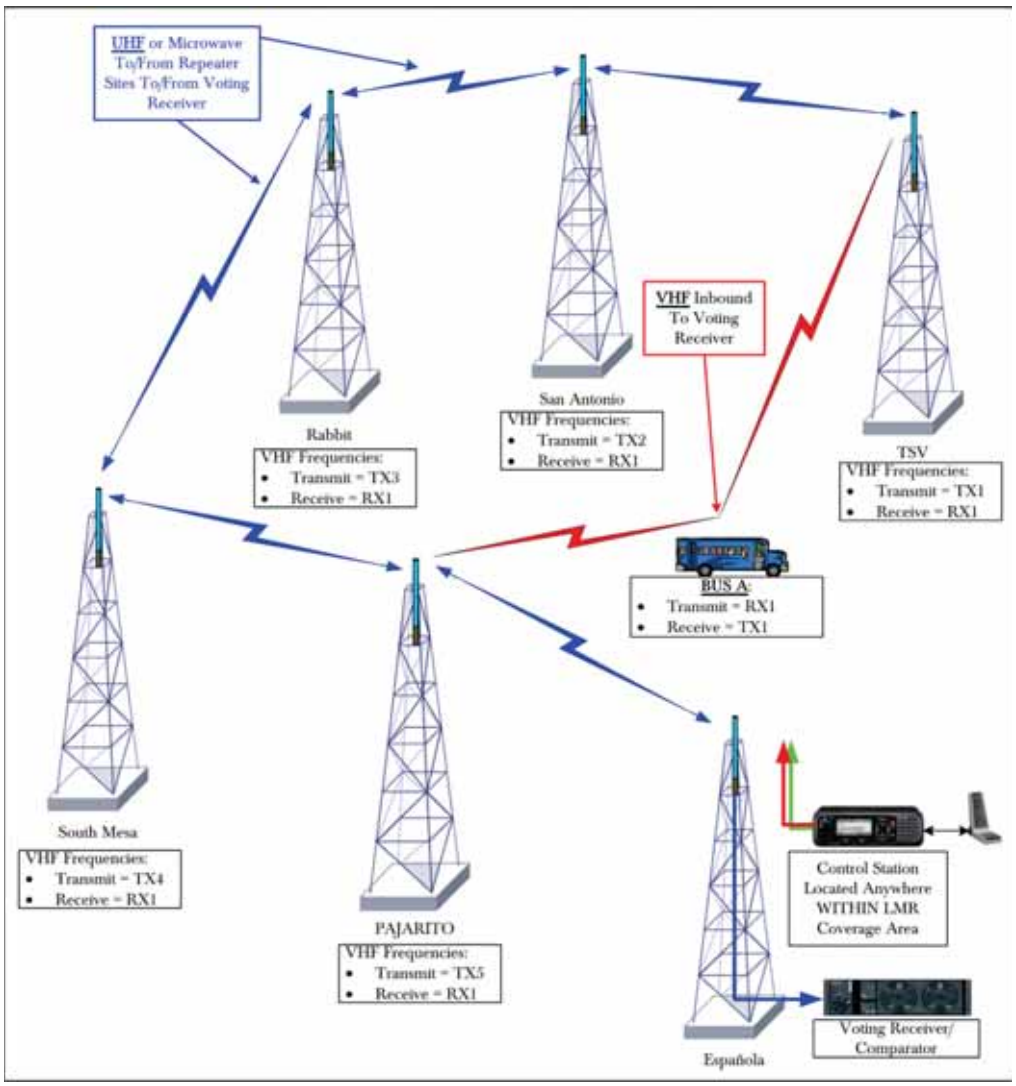

Figure 1 - Inbound Audio Path From Bus A.

Figure 1 shows the inbound signal path from Bus A to the voting receiver/comparator. In this case, Bus A's signal is received by the TSV and Pajarito sites. When Bus A's audio is received and analyzed by the comparator it selects the best inbound signal and rebroadcasts that signal to all NCRTD's repeater sites; as shown in figure 2. All NCRTD's radios, except Bus A because Bus A is transmitting, will receive/hear Bus A's transmission.

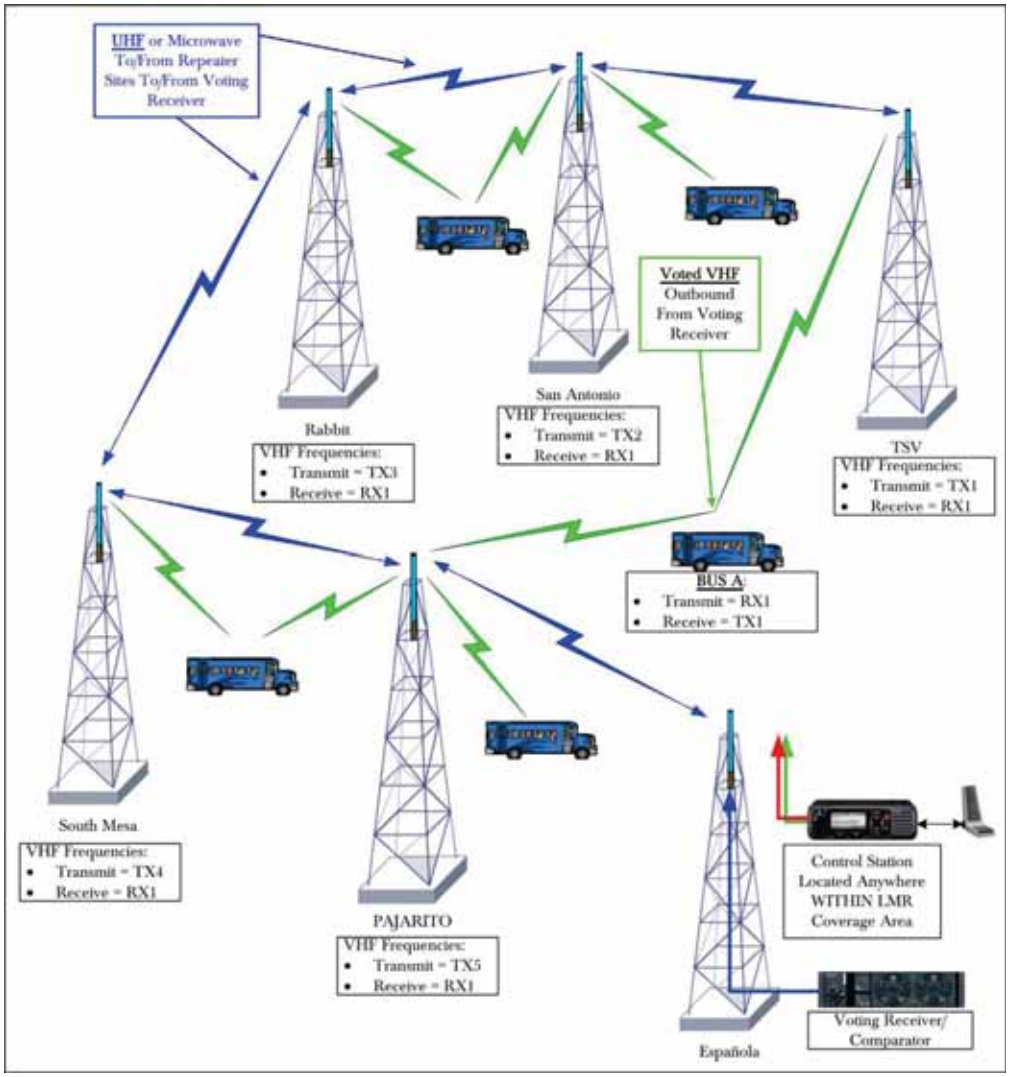

Figure 2 - Best Signal Audio Outbound Path.

In addition to the voting receiver infrastructure shown in Figures 1 and 2, Obsidian is also recommending that NCRTD's radios be programmed with the vote scan feature. Unlike conventional scan, the radios scan frequencies TX1 thru TX5 and automatically select a signal based on the signal's quality as indicated by the radios' Received Signal Strength Indicator (RSSI). NCRTD's ICom F5061 radios are capable of RSSI scan functionality. The vote scan feature automates the radios frequency switching process as buses travel through the coverage area. Buses are able to roam freely throughout the coverage area served by the LMR sites without the need to manually switch from one site to another.

III. Proposed New LMR Site Coverage

All coverage maps shown are estimates of the anticipated LMR coverage the sites will deliver. The coverage shown is intentionally set to only calculate the LMR coverage for a sixty (60) mile radius around the site. The dark blue is the strongest signal strength at 15.5 dBµV/m and greater. The lighter blue represents a slightly weaker signal strength of 5.5 dBµV/m to a little less than 15.5 dBµV/m. Both signal strengths are great enough to be received by NCRTD's radios.

The coverage map's reliability is set to ninety (90) percent - meaning that in any area where blue coverage is shown there there's a ninety (90) percent chance the area will be covered ninety (90) percent of the time.

A. San Antonio Mountain LMR Coverage

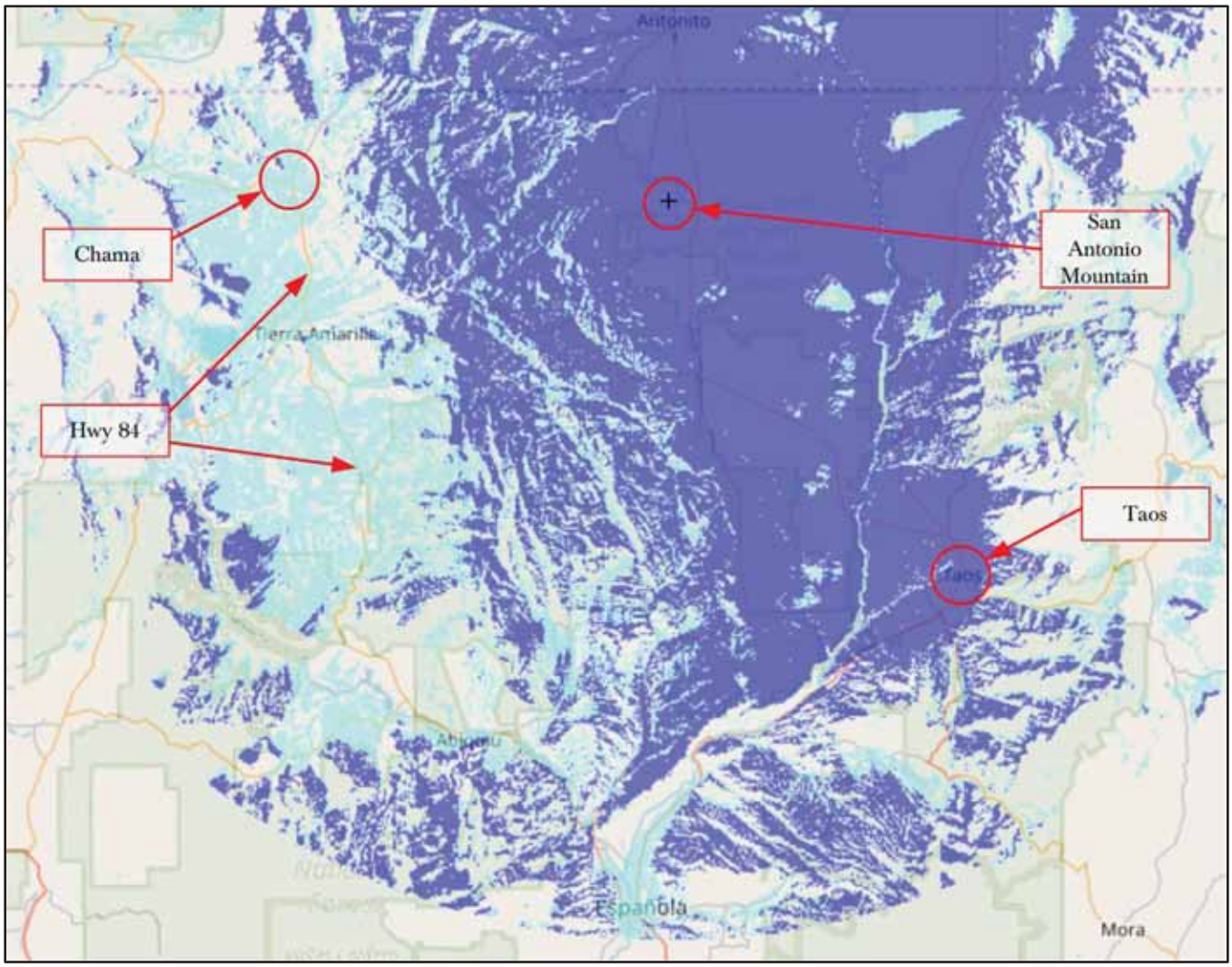

Figure 3 - San Antonio Mountain Estimated LMR Coverage.

B. Rabbit LMR Coverage

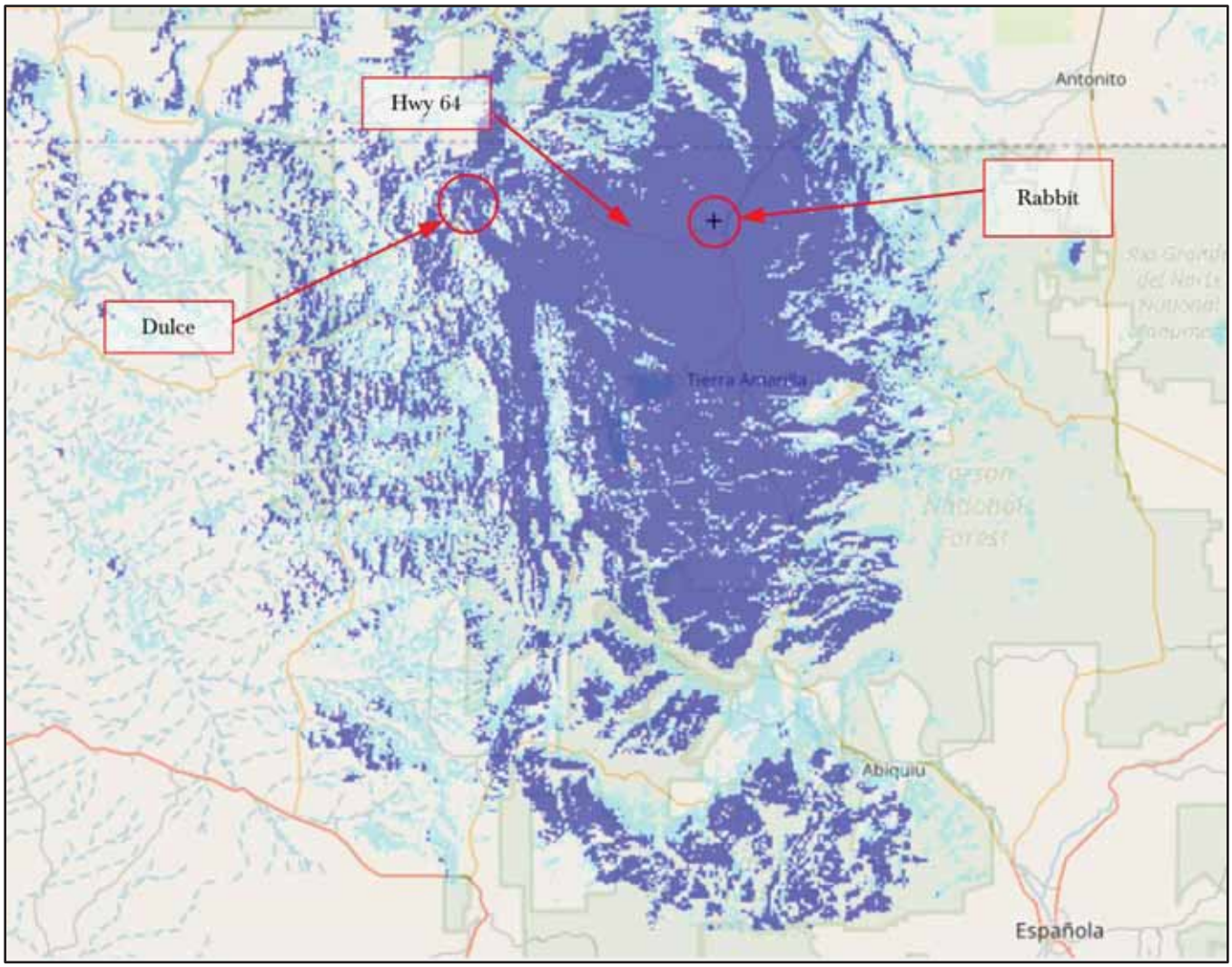

Figure 4 - Rabbit Estimated LMR Coverage.

C. South Mesa LMR Coverage

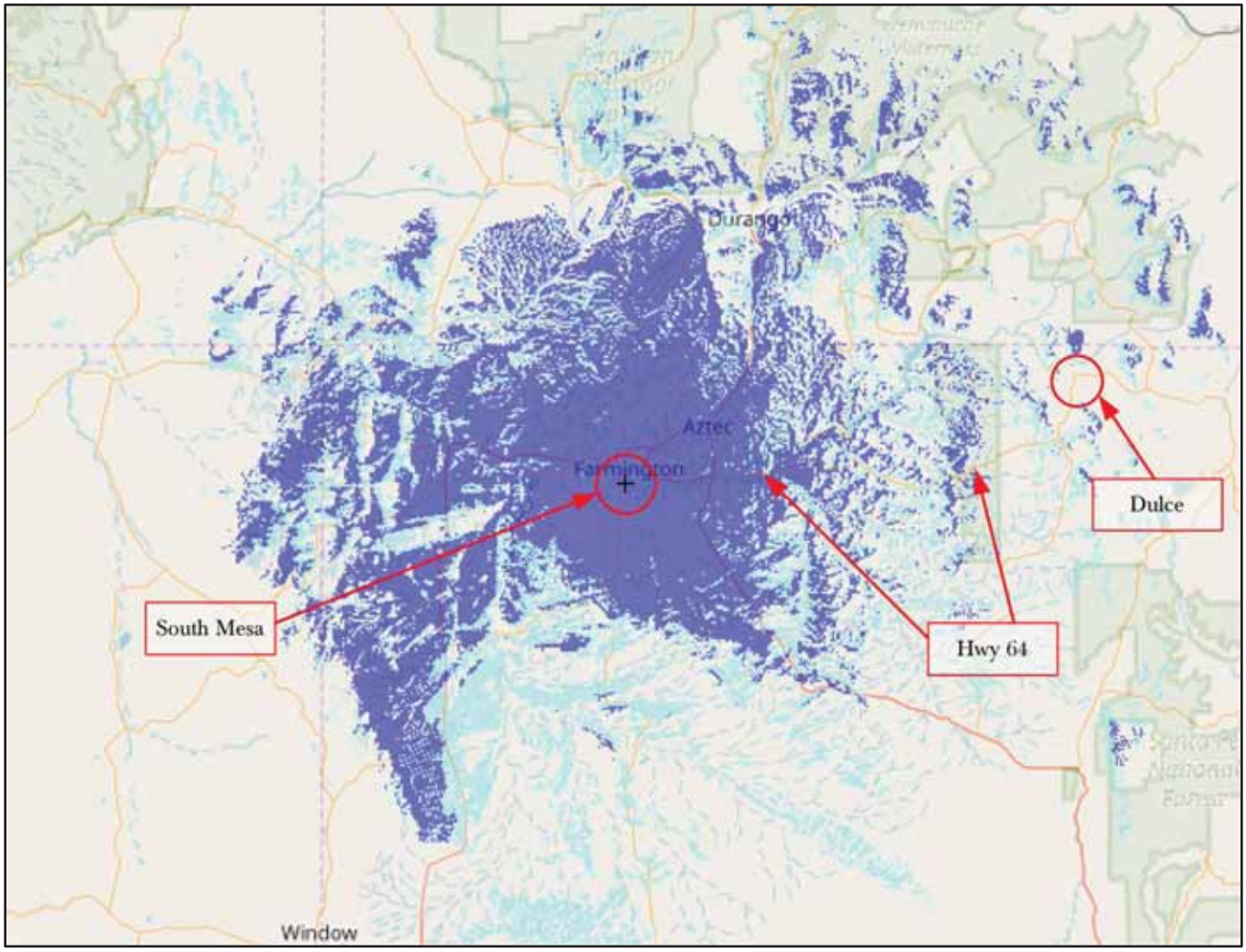

Figure 5 - South Mesa Estimated LMR Coverage.

D. Composite LMR Coverage of All Sites.

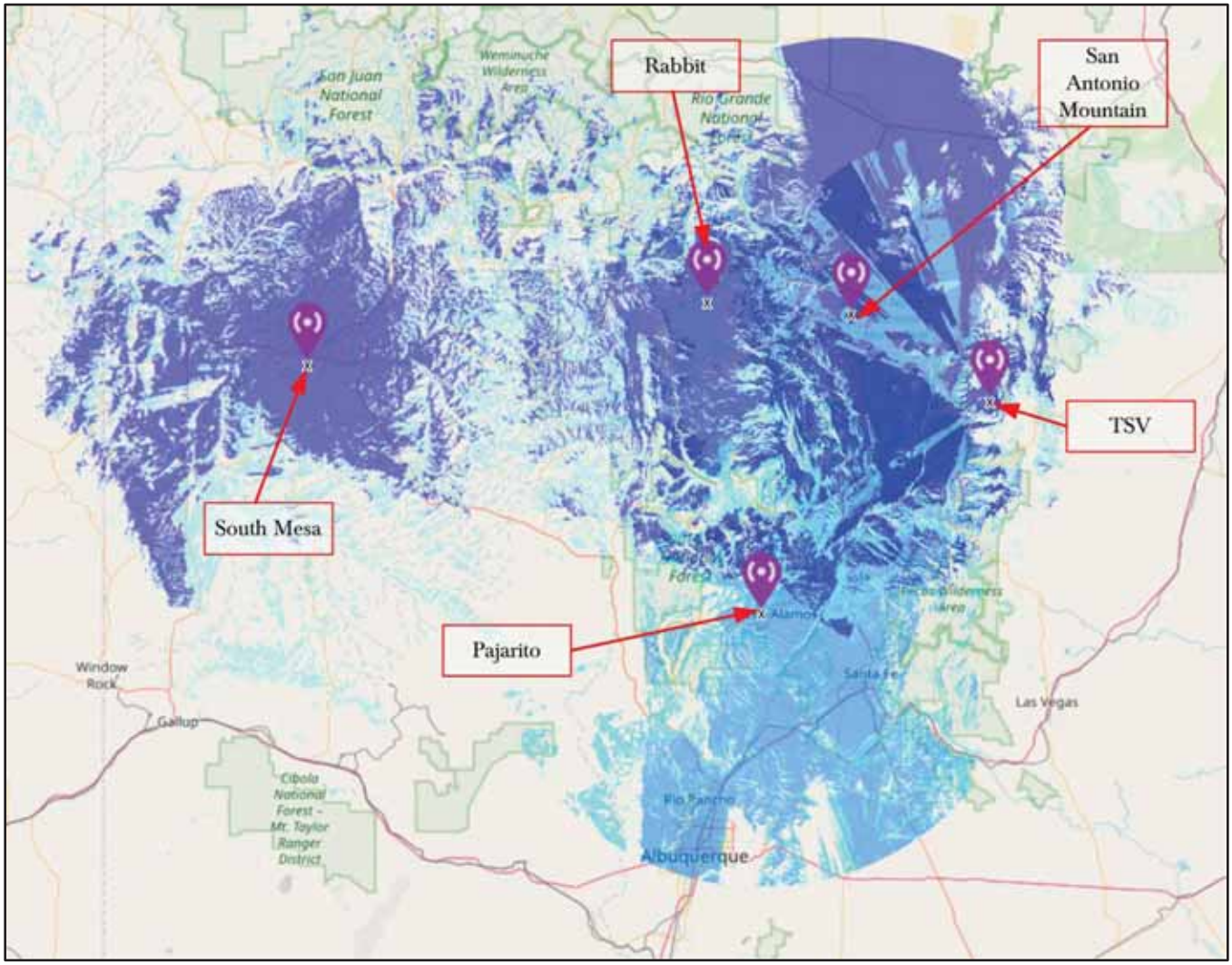

Figure 6 - Composite LMR Estimated Coverage From All Proposed Sites.

IV. Conclusion

Based on Obsidian's observations during our needs assessment we selected a voting receiver system design with vote scan for the following reasons:

- NCRTD requires wide-area coverage.
- NCRTD has access to sufficient frequencies or frequencies can be obtained.
- System traffic density is low, that is, a sufficiently low number of calls results in NCRTD's LMR infrastructure being idle between calls.
- Data usage is low.
- NCRTD has exclusive use of the channels.
- Automatic operation is desired, that is, no end user intervention is required to change sites as the buses roams. (Reduced operator training requirements)
- Dispatch locations (control stations) can be placed anywhere within the coverage area.
- It is a cost effective wide area LMR coverage solution.
- The predicted LMR coverage satisfies all NCRTD's LMR coverage requirements including all current NCRTD's bus routes. NCRTD's predicted LMR coverage also includes the Santa Fe Ski Area not clearly pictured previously but included below:

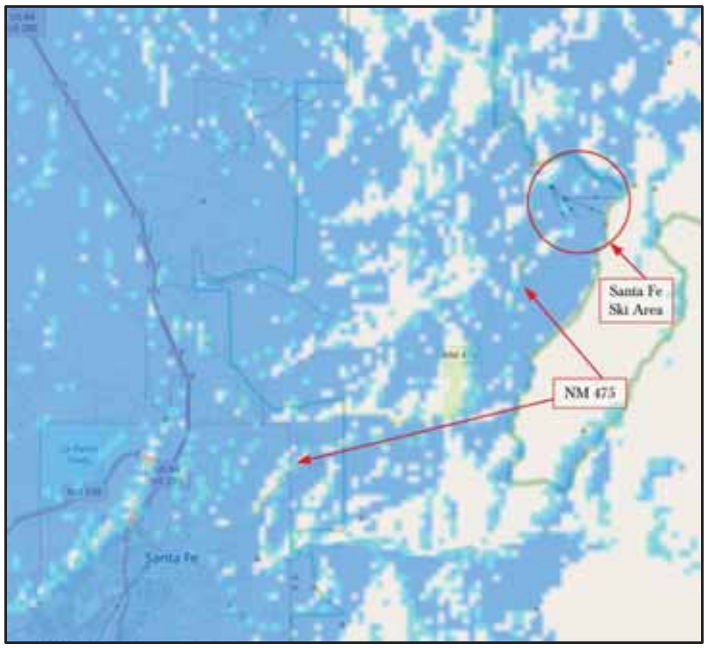

Figure 7 - Santa Fe Ski Area Estimated LMR Coverage.

The use of vote scan offers many benefits; such as:

- Seamless radio coverage throughout the network.
- Data transfer capability throughout the network area.
- User-transparent scan operation.
- Alternative to expensive simulcast systems.
- Enabling of frequency reuse.
- Compatible with some NCRTD's radios.

North Central Regional Transit District

HIGH LEVEL SYSTEM DESIGN REPORT COST ESTIMATE

PREPARED BY:

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Knowledge - Integrity - Simplicity

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I. Executive Summary

Obsidian Consulting, LLC ("Obsidian") system design cost estimate report is based on our North Central Regional Transit District ("NCRTD") Land Mobile Radio ("LMR") high level system design report dated October 13th, 2018 - which recommended a multi-site LMR voting system design with a centralized voting receiver. In contrast to our October 31th, 2019 report, this report's cost estimate includes pricing for an LMR voting system with and without a centralized voting receiver. The high-tier solution includes a centralized voting receiver and the mid-tier solution excludes a centralized voting receiver. This report also contrasts the cost differences between an analog only and a Project25 ("P25") digital LMR voting system with, and without, a centralized voting receiver. The proposed system designs' cost estimates will alleviate NCRTD's current deficiencies by creating a LMR system design that:

- Enhances LMR coverage, audio quality, minimizes interference,
- Increase NCRTD's LMR coverage footprint to accommodate NCRTD's enlarged service area,
- Eases the end-users' operation and provides wide area roaming,
- Delivers end-user transparent scan operation,
- Allows dispatch locations to be placed anywhere within the LMR wide area coverage described herein; and,
- Is a cost effective LMR solution.

To achieve the criteria outlined above, NCRTD's new LMR system design will be a LMR voting receiver system either with, or without, a centralized voting receiver. The proposed solution without a centralized voting receiver makes use of the field radios' advanced scan operation, as does the solution with a centralized voting receiver, but the infrastructure does not vote the best received signal. (Please see Section II for more details). In contrast to NCRTD's current repeater only LMR system, a voting receiver system makes use of multiple repeaters strategically placed throughout the desired coverage area. In NCRTD's case, we have selected the following LMR repeater sites:

1) Pajarito – The exiting UHF link between Pajarito and TSV will not be re-used. A new microwave path will be required between Pajarito and the State's Santa Fe RCB site if a centralized voting receiver is used; as described in Section III.
2) Touch Me Not – This site replaces NCRTD's TSV site for reasons cited in our original assessment report.
3) San Antonio Mountain.
4) Rabbit. (Rio Arriba County's El Vado site is a possible substitute for Rabbit); and,
5) South Mesa.

All the sites listed above are existing LMR sites. LMR sites 2, 3, 4 and 5 are owned, and/or co-owned/shared, by NM's Department of Information Technology (DoIT). Each DoIT site is equipped with digital/IP microwave to connect the sites. These microwave connections can be used to transport NCRTD's transmissions back to the centralized voting receiver. Or, in a system without a centralized voting receiver, the microwave links are used to re-transmit the field units received signal to the other repeaters on the LMR system; as described in Section II.

II. Voting Receiver Operation Explained

A. Voting with Centralized Voting Receiver (High-Tier Solution)

Obsidian's voting receiver systems are designed to improve wide-area coverage by utilizing multiple repeaters strategically placed throughout the desired coverage area. Our system design utilizes five (5), geographically separated LMR sites, each transmitting on a different frequency (within the same band of any FCC licensable frequency) to NCRTD's radios. The repeaters' receivers pick up the radio signal and feed it back to a voting receiver. The voting receiver, also known as a comparator, then "compares" the inbound signals and selects the inbound signal with the best signal quality. The voting receiver then retransmits the best signal to each repeater site such that the best inbound signal is always transmitted to all repeaters. In this configuration, each repeater site operates on the same receive frequency but on different transmit frequencies as shown in Figure 1 as TX1 thru TX5 and each site receives on RX1 only. The voting receiver continuously monitors and selects the best of these received signals and it then passes the signal on to all NCRTD's repeaters. From the end users perspective, systems configured as described in this Section appear as a single LMR channel to NCRTD's buses – Fig1,2,3.

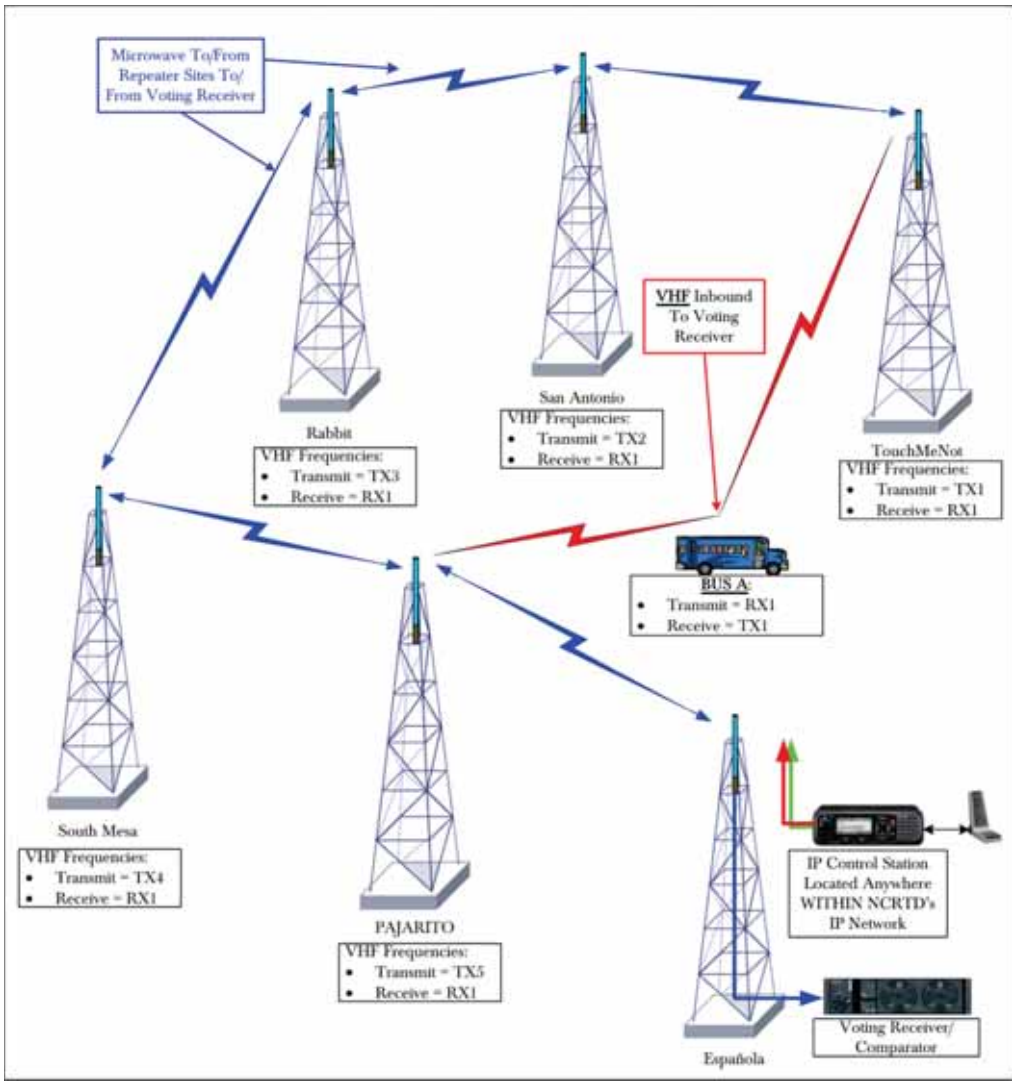


Figure 1 - Inbound Audio Path From Bus A.

Figure 1 shows the inbound signal path from Bus A to the voting receiver/comparator. In this case, Bus A's signal is received by the Touch Me Not and Pajarito. When Bus A's audio is received and analyzed by the comparator it selects the best inbound signal and rebroadcasts that signal to all NCRTD's repeater sites; as shown in figure 2. All NCRTD's radios, except Bus A because Bus A is transmitting, will receive/hear Bus A's transmission.

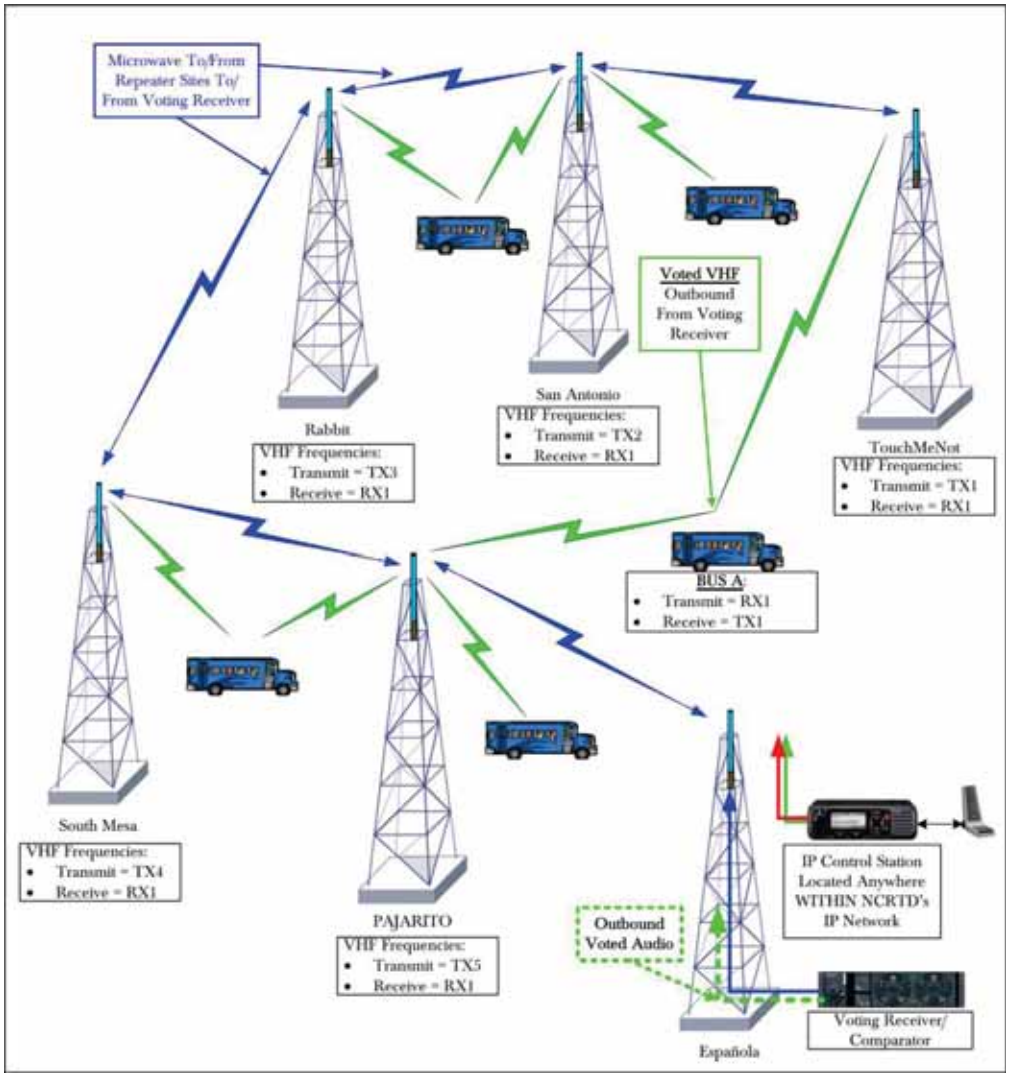


Figure 2 - Best Signal Audio Outbound Path.

In addition to the voting receiver infrastructure shown in Figures 1 and 2, Obsidian is also recommending radios with the vote scan feature/option. Unlike conventional scan, the radios scan frequencies TX1 thru TX5 and automatically select the best signal based on the signal's quality as indicated by the radios' Received Signal Strength Indicator (RSSI). The vote scan feature automates the radios frequency switching process as buses travel through the coverage area. Buses are able to roam freely throughout the coverage area served by the LMR sites without the need to manually switch from one site to another. Obsidian considers the vote scan system with a centralized voting receiver to be a high-tier solution in terms of cost and performance.

B. Voting without Centralized Voting Receiver (Mid-Tier Solution)

Voting systems without a centralized voting comparator still make use of the radios vote scan feature but operate in a slightly different manner. In this configuration, the repeaters emit a sub-audible beacon that the vote scan equipped radios listen to. Each repeater site uses a different transmit frequency as previously described. As the radios move through the LMR coverage area the radios lock on to the repeater site with the strongest beacon and transmit back to that repeater only. This is accomplished by using different repeater access codes for each LMR site. The LMR site then re-transmits the inbound audio, via the microwave system, to all other LMR sites for re-transmission to all NCRTD's radios in range; as shown below.

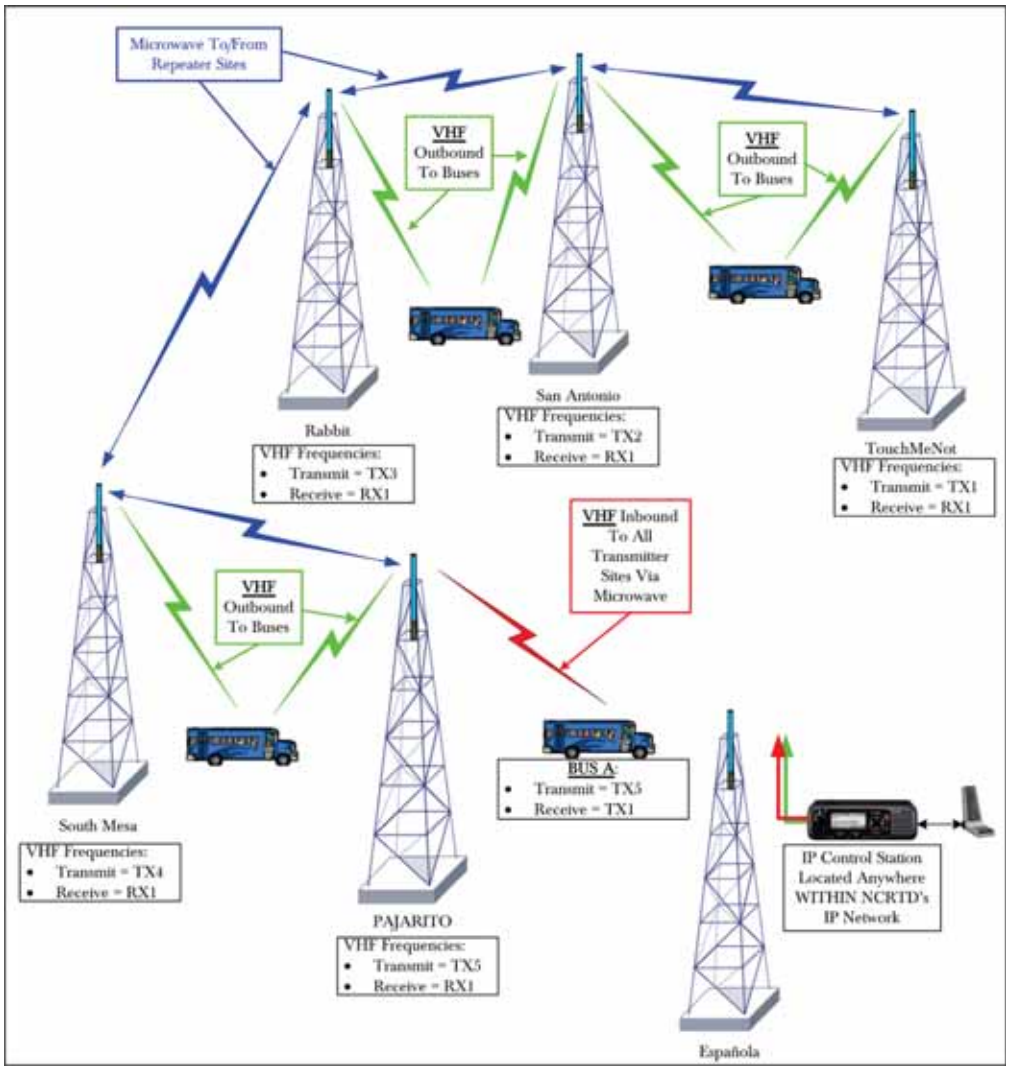


Figure 3 - Vote Scan System without Voting Receiver.

The primary advantage of the LMR vote scan system without a centralized voting receiver is the cost is lower than a vote scan system with a centralized voting receiver. The other advantage is that its analog and P25 digital system configurations are identical with the exception of adding additional P25 software. The main disadvantage is that the re-transmitted audio signal may not always be the best signal re-transmitted to the other LMR sites. Obsidian considers the vote scan system without a centralized voting receiver to be a mid-tier solution in terms of cost and performance.

C. High-Tier Analog Voting with Centralized Voting Receiver

The high-tier analog solution differs from a high-tier P25 digital solution in two (2) main ways;

1) The analog solution requires an additional piece of equipment to translate the analog audio into IP packets to accommodate the digital (IP) microwave (fig4); and,
2) The high-tier analog solution is less expensive than its high-tier P25 digital counterpart because it does not require the P25 digital software.

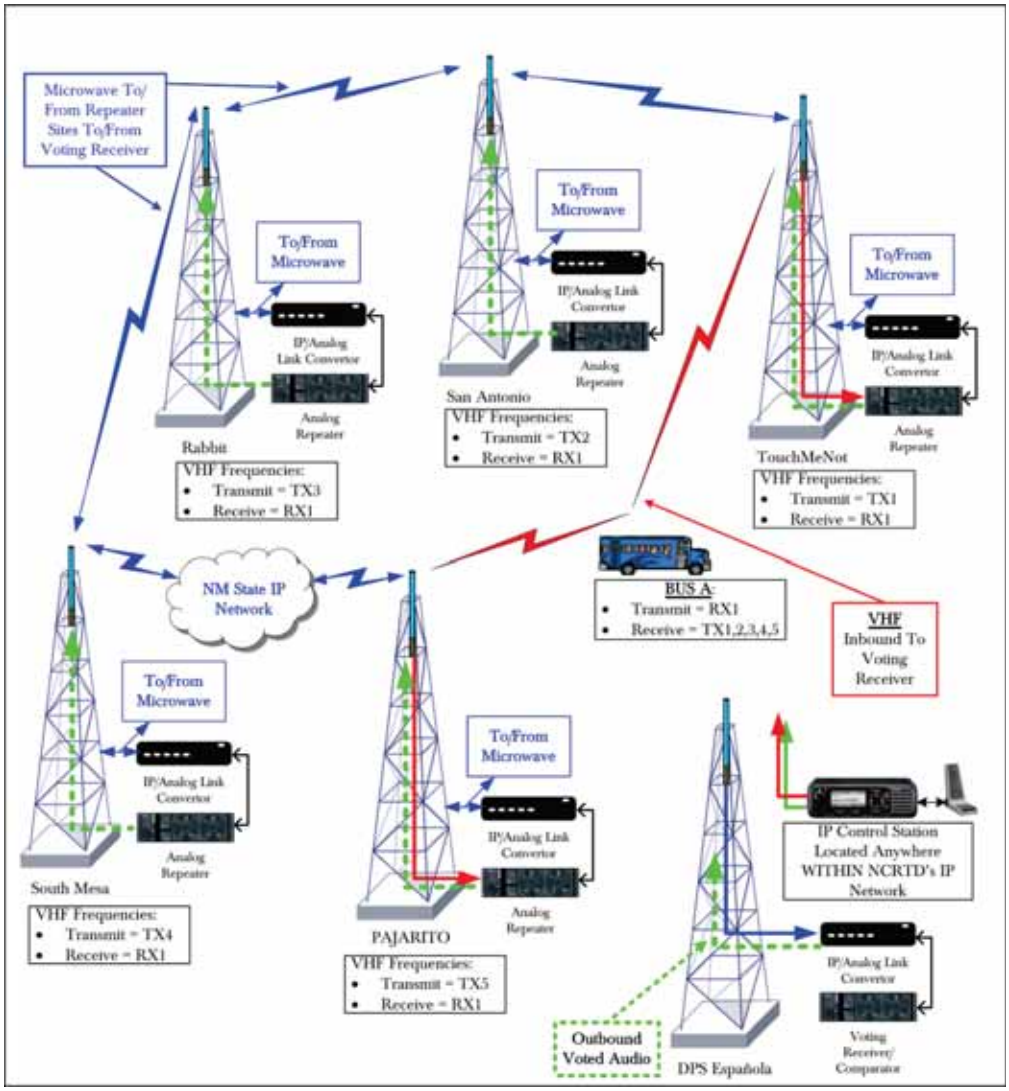


Figure 4 - High-Tier Analog Vote Scan with Centralized Voting Receiver.

The system in figure 4 operates as previously described in Section IIA but depicts the inbound and outbound audio paths. However, to access the State of NM's IP microwave network a new IP microwave path will be required from Pajarito to the State's Santa Fe RCB LMR site. This new IP microwave site will be required for either an analog or P25 digital high-tier system to provide the IP connectivity to the proposed voting receiver's location inside NM's DPS offices in Española. The mid-tier analog and/or digital solution will not require this new microwave path. Obsidian did perform the engineering studies to confirm the path between Pajarito and State's LMR site is a viable path. We also provided a cost estimate for this new microwave path in Section III.

D. High-Tier P25 Digital Voting with Centralized Voting Receiver

The high-tier P25 digital solution in similar to its analog counterpart except:

1) The solution does not require an analog to IP link convertor because the P25 transmitters perform that function (fig5); and,
2) The high-tier P25 digital solution is more expensive than its high-tier P25 analog counterpart because it does require additional P25 digital software.

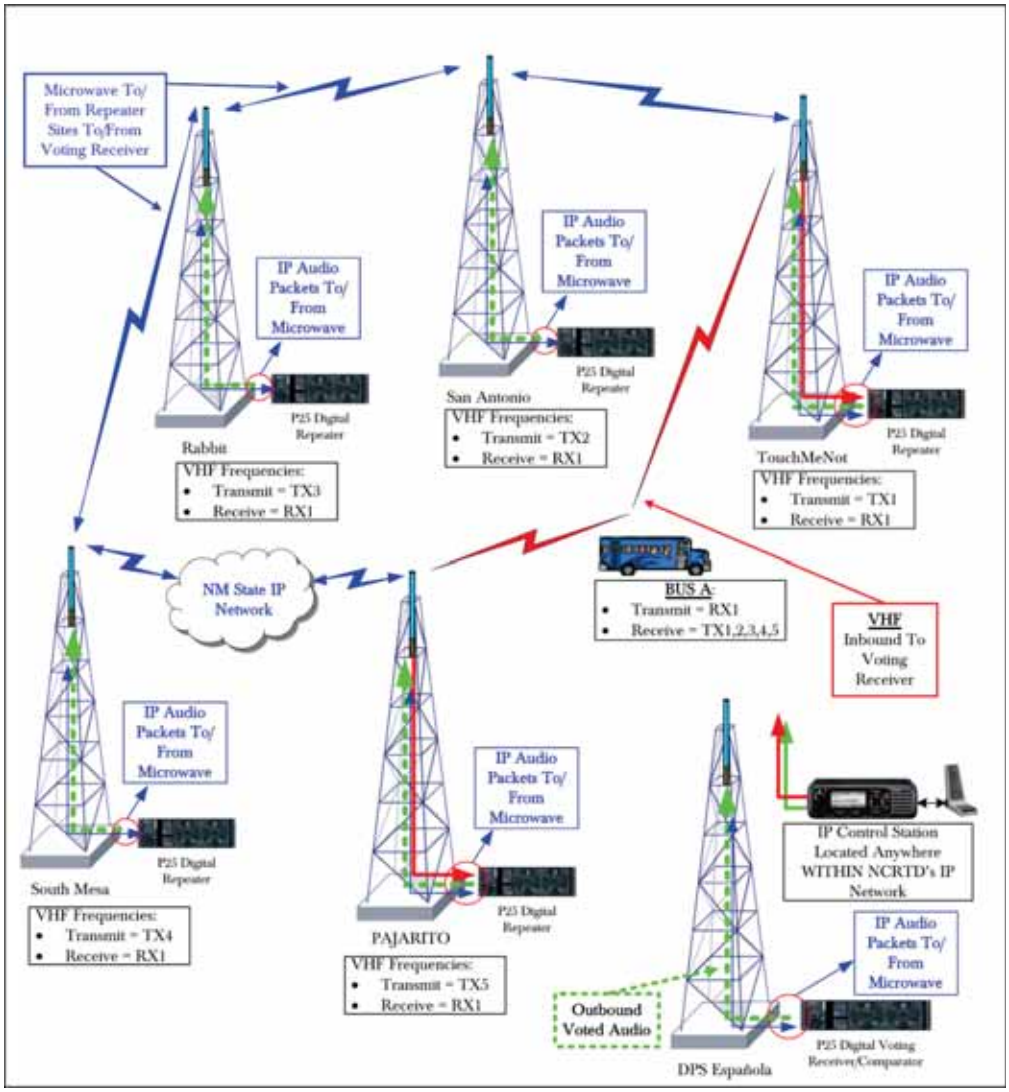


Figure 5 - High-Tier P25 Digital Vote Scan with Centralized Voting Receiver.

As in figure 4, the system in figure 5 operates as previously described in Section IIA but depicts the inbound and outbound audio paths. The P25 digital repeaters process the inbound P25 digital signal into IP packets for transport on the State's IP microwave system. The voting receiver/comparator then compares the arriving signals and re-transmits the best signal to all the LMR sites. However, in this P25 digital configuration, the voting receiver/comparator not only looks at the best received signal strength, but it is also able to select the best inbound audio data packets to reconstruct the outbound voted audio.

E. Voting Systems Infrastructure Cost Comparisons

The cost estimates in Figures 6, 7 and 8 include the following items:

1) Five (5) repeaters and a high-tier and/or mid-tier antenna systems.
2) The antenna systems are all based on a 100' antenna elevation. This will not be the case for each site but priced this way for budgeting purposes.
3) Repeater site battery backup. This may not be required depending on the State's LMR back up facilities.
4) An installation and programming estimate – Site visits will be required for final installation costs.
5) All prices shown are based on MSRP – No discounts applied.

1) Mid-Tier Analog Vote Scan without Centralized Voting Receiver

DESCRIPTION – SEE FIGURE 3	PRICE
Mid-Tier Analog Vote Scan without Centralized Voting Receiver	$89,434.50
Mid-Tier Antenna System – Five @ 100 ft. each	$37,126.80
TOTAL =>	$126,561.30
Add P25 Digital Software to Repeaters	$17,500.00
P25 Digital Upgrade Labor & Travel to each site	$5,000.00

Figure 6 - Mid-Tier Analog Vote Scan System w/o Centralized Voting Receiver.

2) High-Tier Analog Vote Scan with Centralized Voting Receiver

DESCRIPTION – SEE FIGURE 4	PRICE
High-Tier Analog Vote Scan Voting/Comparator Equipment and Link Convertors	$26,698.00
High-Tier Analog Repeaters	$105,000.00
High-Tier Antenna System – Five @ 100 ft. each	$48,856.50
TOTAL =>	$180,554.50

Figure 7 - High-Tier Analog Vote Scan System with Centralized Voting Receiver.

3) High-Tier Digital Vote Scan with Centralized Voting Receiver

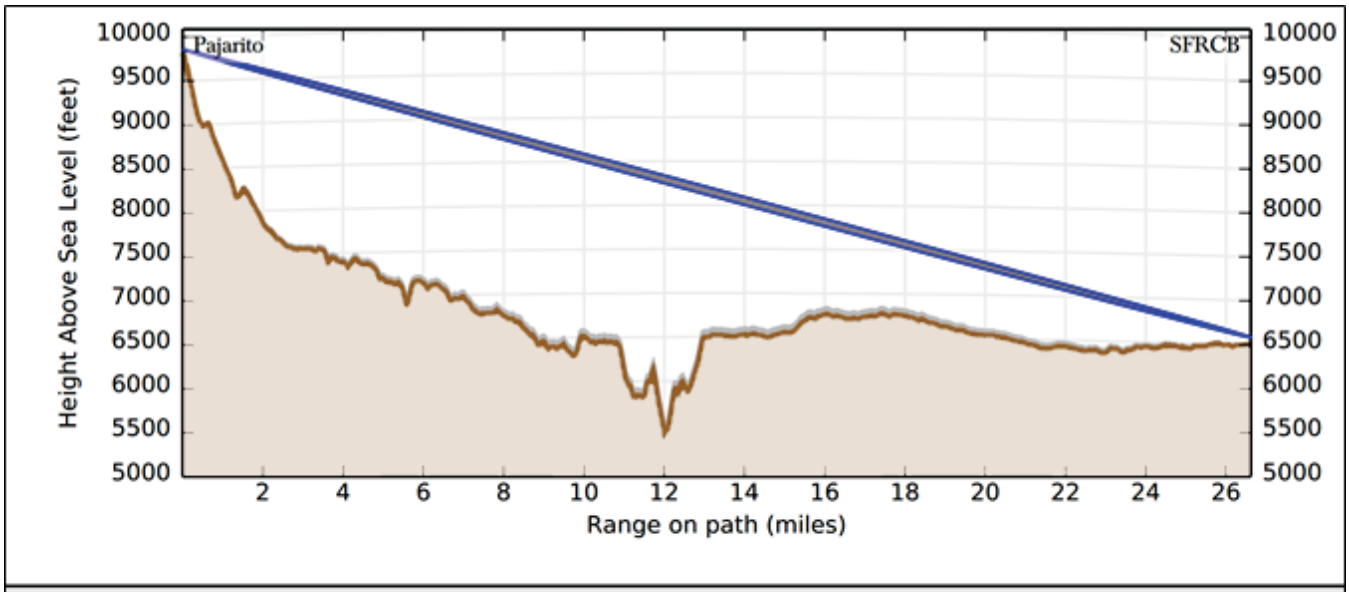
DESCRIPTION – SEE FIGURE 5	PRICE
High-Tier P25 Digital Vote Scan Voting/Comparator Equipment	$125,371.40
High-Tier P25 Digital Repeaters	$152,600.00
High-Tier Antenna System – Five @ 100 ft. each	$48,856.50
TOTAL =>	$326,827.90

Figure 8 - High-Tier Digital Vote Scan System with Centralized Voting Receiver.

III. Microwave System Path Cost

The microwave path is only required for either the analog or P25 digital vote scan system with a centralized voting receiver/comparator. It is not required for the analog or digital vote scan system without a centralized voting receiver/comparator.

Below is the path profile between Pajarito and the State's Santa Fe RCB LMR site. The path profile's reliability is 99.9995% which equates to an outage of 2.6 minutes/year.



	Performance to Pajarito	Performance to SFRCB
Mean IP	595.5 Mbps	595.5 Mbps
IP Availability	99.9995 % for 100.0 Mbps	99.9995 % for 100.0 Mbps

Figure 9 - Path Profile between Pajarito and the State's Santa Fe RCB LMR Site.

The MSRP cost estimate for the microwave path is shown below:

DESCRIPTION	PRICE
Non Hot Standby 11 gHz Licensed Microwave Link including installation	$19,819.80
Hot Standby 11 gHz Licensed Microwave Link including installation	$35,600.00
Microwave Antenna, feed line, grounding and accessories included above	$0.00
Microwave FCC Licensing	$1,500.00

Figure 10 - Microwave Cost Estimate.

IV. Española and Taos Dispatch Consoles

Obsidian selected an IP based dispatch system to replace the antiquated legacy dispatch systems in Española and Taos. The new dispatch consoles will leverage NCRTD's exiting WAN/LAN VoIP technology. By using IP dispatch technology, NCRTD will have the ability to quickly install desksets anywhere they are needed using NCRTD's IP network infrastructure. The IP dispatch system will support both analog and P25 digital systems. The IP dispatch system will also allow NCRTD to use a single control station located in Española to access their new LMR system. Versus a non-IP solution which would require two (2) control stations – one (1) in Española and one (1) in Taos.

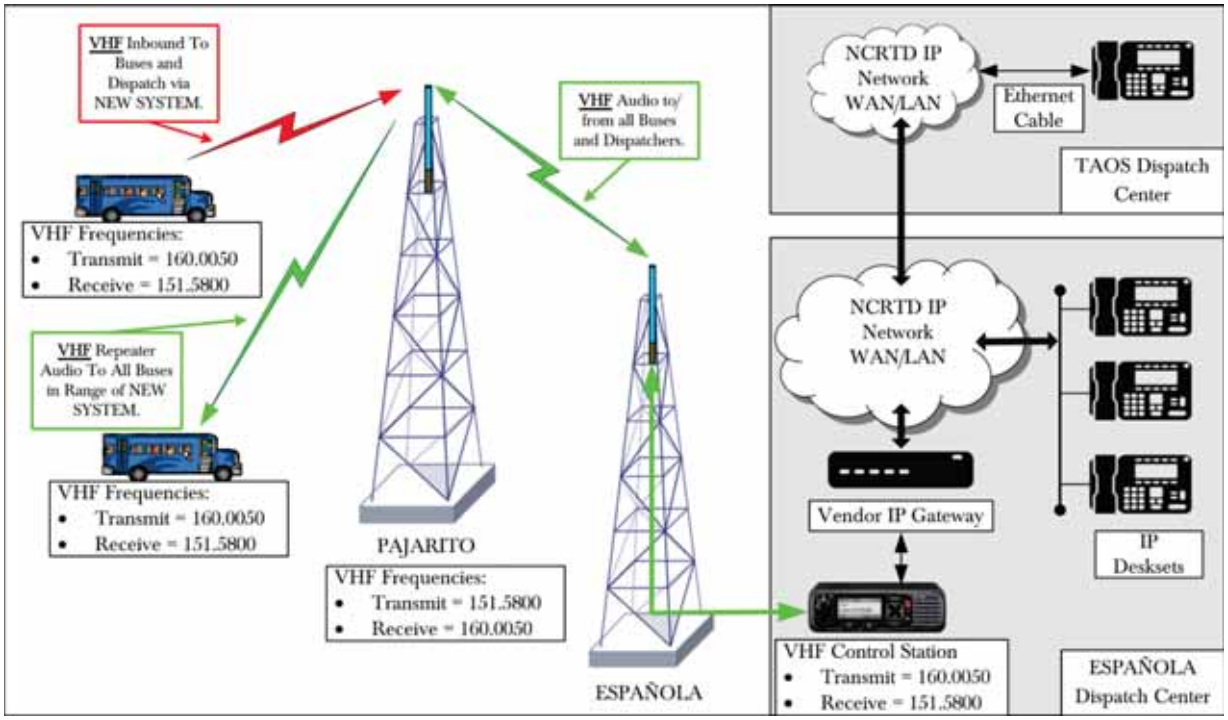


Figure 11 - IP Dispatch Deskset System.

The IP dispatch solution offers the following benefits:

1) Communication options - allow the use of the handset, or headset, footswitch and desktop paddle microphone. (Pricing includes a desktop paddle microphone for each dispatcher.)
2) Intercom function - facilitates conversation between deskset users without accessing a radio channel keeping intercom conversations off NCRTD's LMR system.
3) Supervisory control - allows a supervisor to log into any deskset and their communications take first priority over all other desksets, allowing their critical voice traffic to get through immediately.
4) Emergency - Manage all inbound field unit emergency activations plus an emergency button is also available on the deskset.
5) Single control station – access NCRDT's system with a single control station.

A. Analog High-Tier IP Dispatch System MSRP Cost

DESCRIPTION	PRICE
Single Band VHF Control Station Including Installation and Programming	$8,198.40
Four (4) IP Deskset and one (1) Gateway Including Installation and Programming	$12,467.00
TOTAL =>	$20,665.40

Figure 12 - Analog High-Tier IP Dispatch System MSRP Estimate.

B. Digital High-Tier IP Dispatch System MSRP Cost

DESCRIPTION	PRICE
Single Band VHF Control Station Including Installation and Programming	$8,919.40
Four (4) IP Deskset and one (1) Gateway Including Installation and Programming	$12,467.00
TOTAL =>	$21,386.40

Figure 13 - Digital High-Tier IP Dispatch System MSRP Estimate.

C. Digital or Analog Mid-Tier IP Dispatch System MSRP Cost

DESCRIPTION	PRICE
Single Band VHF Control Station Including Installation and Programming	$5,067.00
Four (4) IP Deskset and one (1) Gateway Including Installation and Programming	$16,853.00
Add P25 Digital Software	$1,067.00
TOTAL =>	$22,987.00

Figure 14 – Digital or Analog High-Tier IP Dispatch System MSRP Estimate.

V. Replacement P25 Digital Mobiles MSRP Cost

The P25 mobiles include P25 software and can be operated in either an analog or P25 digital mode. The mobiles include a new antenna system, palm microphone, an external speaker, multi-site vote scan and three (3) year warranty.

DESCRIPTION	PRICE
Fifty-Eight (58) Mid-Tier Mobiles Including Installation and Programming	$167,872.00
Fifty-Eight (58) High-Tier Mobiles Including Installation and Programming	$214,428.00

Figure 15 - Replacement P25 Digital Mobiles MSRP Cost.

VI. New LMR Coverage with Touch Me Not site

The coverage map below shows NCRTD's predicted LMR coverage including the new Touch Me Not LMR site. Touch Me Not's LMR coverage is shown in yellow and green.

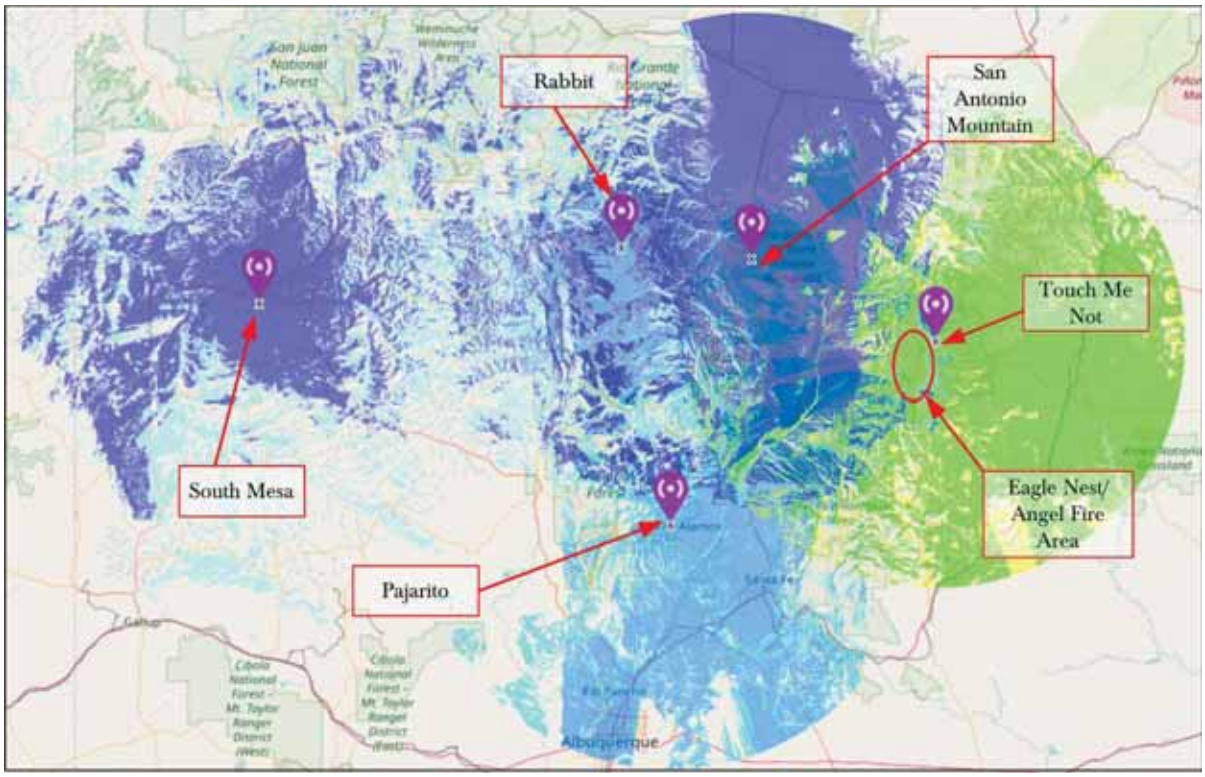


Figure 16 - New Composite LMR Coverage Map with Touch Me Not.

The new Touch Me Not site adds LMR coverage for Eagle Nest, Angel Fire and portions of the Taos Ski Valley. There is one section of NM 150 that will experience spotty LMR coverage but the combination of the Touch Me Not and San Antonio Mountain sites may provide LMR coverage in that section.

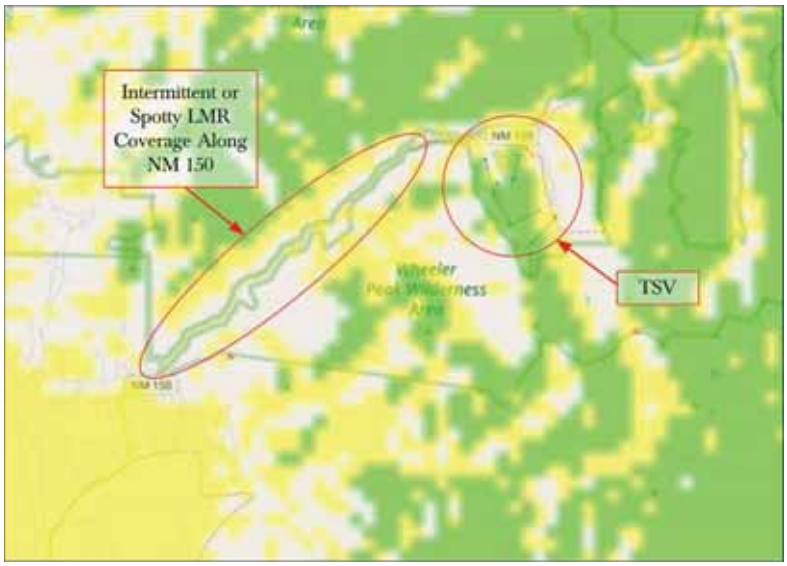


Figure 17 - NM 150 Intermittent LMR Coverage from Touch Me Not LMR Site.

VII. Recommendation and Cost Summary

Obsidian's recommendation is that NCRTD should move forward with a P25 LMR system. Rather than deploying an analog LMR system and upgrading it to P25 at a later date – this strategy always cost more. The P25 solution, while more expensive, will provide NCRTD many more benefits over the long term than an analog LMR system will. Additionally, P25 is the standard most Public Safety Agencies are adopting making interoperability with other P25 Public Safety systems easier. Federal grants are also easier to obtain if the proposed grant funds are used to procure a P25 or P25 compatible LMR system.

Projected estimated MSRP costs for a new P25 High-Tier vote scan system with a centralized voting receiver:

DESCRIPTION	PRICE
High-Tier P25 Digital Vote Scan Voting/Comparator Equipment Including Installation and Programming	$125,371.40
High-Tier P25 Digital Repeaters Including Installation and Programming	$152,600.00
High-Tier Antenna System – Five @ 100 ft. each Including Installation	$48,856.50
Non Hot Standby 11 gHz Licensed Microwave Link Including Installation and Programming	$19,819.80
Single Band VHF Control Station Including Installation and Programming	$8,919.40
Four (4) IP Deskset and one (1) Gateway Including Installation and Programming	$12,467.00
Fifty-Eight (58) High-Tier Mobiles Including Installation and Programming	$214,428.00
Microwave FCC Licensing	$1,500.00
LMR FCC Licensing Four (4) Sites	$2,400.00
Project Management and Independent Verification & Validation	$50,000.00
TOTAL =>	$636,362.10

Figure 18 - High-Tier Vote Scan with Centralized Voting Receiver Cost Estimate.

The State of New Mexico's LMR site rental fees for the proposed sites in this report are approximately $900.00 per month. The LMR site rental fees and final terms and conditions will need to be negotiated with the State's Department of Information Technology. There will also be additional LMR engineering work to be performed before NCRTD procures a new LMR system. This work will be required to ensure LMR compatibility between the State's existing LMR site equipment and any new LMR equipment installed at each site.

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VIII. Grant Information.

Obsidian was unable to locate active grants NCRDT could apply for at this time. It appears that the next cycle of grant opportunities will come later in 2019. In the meantime, we have provided grant funding sources below to keep an eye on as the year progresses.

- Department of Homeland Security (DHS) State Homeland Security Program:
  1) https://www.fema.gov/intercity-bus-security-grant-program
  2) https://www.fema.gov/nonprofit-security-grant-program
  3) https://www.fema.gov/transit-security-grant-program

- DHS Operation Stonegarden (perhaps not applicable)
- DHS Urban Area Security Initiative (UASI)
- DHS Citizen Corps Program - https://www.ready.gov/citizen-corps
- Public Safety Foundation - http://psfa.us/Grantseekers.html
- Interoperability Emergency Communications Grant Program - https://www.interoperabilitygrants.info/GrantDetails.aspx?gid=21909
- Edward Byrne Memorial Justice Assistance Grant Program – (maybe, but Only units of local government may apply under this solicitation - https://www.bja.gov/Funding/JAGLocal18.pdf)

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2019

Agenda Item – E

Title: Discussion and Consideration of Resolution No. 2019-14 Directing the North Central Regional Transit District (NCRTD) Staff to Contract with Angel Fire to Provide Public Transit Services.

Prepared By: Michael Valverde, Transit Planner; Stacey McGuire, Planning, Projects & Grants Manager

Summary: NCRTD Staff has been in talks with representatives from the Village of Angel Fire over the past couple of years regarding public transit service to the community. As a result of these discussions and Angel Fire'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 Taos to Angel Fire schools and Angel Fire 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 Angel Fire residents to return from their jobs and students and staff to get back to Taos. Additional transit users are anticipated to be local and tourist visitors interested in exploring the Angel Fire region.

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, if NCRTD were to perform this service it would have to be through a formal contract with the Village (and should not detract from current NCRTD services). The Village of Angel Fire Council passed a resolution at its March meeting requesting to contract bus service with NCRTD (the Village request is dependent upon a future 5311 funding award to support the service).

The Village of Angel Fire will be responsible for providing funds to operate the entire (100% of operating costs) service beginning July 1, 2019 and running through September 30, 2019. Beginning then on October 1, 2019, assuming the Village intends to pay for the service using 5311 funds. The District is seeking funds on the Village's behalf through an amendment to the NCRTD FY20 application; New Mexico Department of Transportation (NMDOT) has authorized the pilot route request inclusion. In the event that NMDOT does not award funds to operate the pilot route for one year, the Village is not interested in pursuing this request further. In the event that NMDOT awards the full funding request the pilot route service request to Angel Fire, beginning October 1, 2019, the Village would be responsible for funding the local match component to 5311 funds (the 50% local match requirement). If NMDOT allocates funding that partially supports the operational costs of the pilot route, either the Village of Angel Fire will be fiscally responsible for the remaining (5311) unfunded service costs; or, a revision to the pilot route schedule will need to occur to reduce service to align with the funds available to support the service.

In the event that NCRTD Board authorizes Staff to contract with Angel Fire and to operate this service for a one-year pilot, NCRTD is prepared to utilize one vehicle of its existing fleet. If the pilot is deemed successful and operates beyond June 30, 2020, the Village of Angel Fire would be fiscally responsible for acquiring an ADA-compliant bus to perform the service beyond the initial one-year pilot.

Background: Angel Fire is a community of 1200, located 15 miles to the east 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 Angel Fire. The service will enable transit-dependent individuals to go to the hospital, perform business and shop for supplies in Taos. Furthermore, Angel Fire 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 Angel Fire and the surrounding region. Greater access to Angel Fire could spark increased tourism therefore increasing the amount spent at businesses in and around Angel Fire. 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 Angel Fire and nearby residents as they are able to benefit from the greater North Central marketplace.

Recommended Action: Approval of Resolution No. 2019-14 to allow the Village of Angel Fire to contract service with NCRTD. The action includes allowing NCRTD Staff to finalize the specifics of planning the service, formalizing a contract between NCRTD and the Village of Angel Fire, and operational preparation as necessary to be able to operate the route in the future.

Options/Alternatives: Alternative would be to not approve of NCRTD Staff pursuing and collaborating with the Village of Angel Fire for a one-year pilot route.

Fiscal Impact: Overall operating cost of the route is estimated to not exceed $175,000 (quarterly cost not to exceed $43,750) for the duration of the one-year pilot. Upon Board approval, NCRTD Staff would finalize a service contract that would outline operational details and payment responsibilities.

If directed by NCRTD Board to contract service with the Village of Angel Fire for public transit service, NCRTD would commit one of its current fleet to perform the one-year pilot. In the event that the pilot route continues beyond the pilot period, the Village of Angel Fire would be responsible for providing the vehicle(s) to perform the service. It is anticipated that the Village would request a vehicle through NMDOT and its 5311 Capital program, and the Village would be responsible for funding the local match requirement of twenty percent (20%).

The Village of Angel Fire is committed to cover the cost of operations from July 1, 2019 through September 30, 2019. On October 1, 2019, assuming 5311 funds from New Mexico Department of Transportation are awarded, 5311 funds would begin covering up to fifty percent (50%) of the cost of operations, with the Village being responsible for the remaining operational costs. *If, however, 5311 funds are not awarded the Village of Angel Fire would not be interested in pursuing this service request further at this time.*

Attachments:

- Board Resolution 2019-14
- Service Letter Request from the Village of Angel Fire (Handout)

North Central Regional Transit District (NCRTD)

Resolution 2019-14

DIRECTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT STAFF TO CONTRACT WITH ANGEL FIRE TO PROVIDE PUBLIC TRANSIT SERVICES

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 NCRTD has been contacted by the Village of Angel Fire seeking transit services connecting Angel Fire to Taos; and

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

WHEREAS, the Village of Angel Fire is located in Colfax County which is outside of the NCRTD's geographical boundaries; and

WHEREAS, The NCRTD has authority under NMSA 1978, Section 73-25-6 to provide transportation services outside the boundaries of the District; and

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

WHEREAS, The NCRTD can provide the proposed services using Federal funds and monies of the Village of Angel Fire; and

WHEREAS, The NCRTD wishes to operate the proposed service on a "pilot" basis for a one-year period beginning July 1, 2019 before the beginning of the Federal fiscal year; and

WHEREAS, The Village of Angel Fire has expressed the willingness to fully fund the route from July 1, 2019 and to paying matching Federal funds in the event Federal 5311 money becomes available beginning October 1, 2019.

NOW THEREFORE BE IT RESOLVED by the NCRTD that the Board of Directors directs the Staff to:

1. 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.

2. Contract with the Village of Angel Fire for public transit services to the extent that Federal and Village of Angel Fire funds are available to provide the service.

3. Authorize the use of an existing District vehicle for the service during a one year "pilot" period beginning July 1, 2019.

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

5. Amend the District's application for Federal funding to include funding on behalf of the Village of Angel Fire for the new service.

6. 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**.**

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 5th DAY OF APRIL 2019.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

Village of Angel Fire
P.O. Box 610
Angel Fire, New Mexico 87710
(575) 377-3232 FAX: (575) 377-3280

VILLAGE OF ANGEL FIRE NEW MEXICO

March 18, 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 new transit services in Angel Fire, NM. Currently, there are no public transit options in Angel Fire, and many area residents travel to Taos to access employment, healthcare, quality of life activities and public services. Additionally, Angel Fire sees high tourism year-round with many visitors, and the ability to explore neighboring communities through public transit options would provide additional value and recreational opportunities. Conversely, Angel Fire schools attract many students from neighboring communities and there is no school bus service in place to provide such transportation.

Angel Fire acknowledges that it is not currently a member of the NCRTD and does not contribute financially to the Transit Gross Receipts Tax (GRT) that supports NCRTD transit services provided in its four-County service area. As such, Angel Fire understands there are two paths forward to NCRTD providing public transit in its community:

- Join the District and impose the 1/8 of one percent GRT in Colfax County; or
- Contract for public transit services with NCRTD and work with Staff to identify ongoing funding to support future service operations and capital vehicle needs.

Angel Fire is requesting to participate in the current 5311 DOT Rural Transportation Grant. As such Angel Fire's participation will be contingent on receiving Grant funding. If we are successful in this Grant participation, Angel Fire would cover the 1st quarter operating costs until October 1st in the amount of $45,000.00

The Village acknowledges that the 5311 funds are not available yet. However, the Village is committed to the necessary process in achieving full participation. Hence, the Village is committed to providing funds for both operation and capital purchase of a bus. We also acknowledge that specific pilot routes have not been identified and will need to be addressed.

Angel Fire is approximately 29 square miles, and is located in Colfax County and is adjacent to and shares its western border with Taos County, which is currently served by

NCRTD. According to census.gov and American Fact Finder, the Angel Fire population is approximately 1200 people. It is estimated that there are about 600 households, 24% of the population is over the age of 65, and the median household income is slightly more than $59,000 a year.

Public transit service in Angel Fire would provide a critical link to greater healthcare options for seniors and residents that are currently limited by their ability to drive long distances and/or do not have access to a vehicle. Preventive healthcare, dialysis and other medical services that are critical to a person's well-being would be more readily available if public transit service was implemented in Angel Fire.

In addition to the improved access to healthcare, public transit could provide additional job and long-term career opportunities as area residents' ability to access neighboring communities would increase. Many residents currently drive to Taos for work; public transit service would provide an alternative for these individuals and would allow them to recoup a portion of their income that they are currently spending on commuting.

Another benefit of new public transit service between Taos and Angel Fire would be the transportation option it would provide for students that attend Angel Fire area schools. To provide additional access to educational opportunities is always a good thing.

Board members, please consider directing NCRTD Staff to begin collaborative planning efforts with the Village to finalize routing and service levels so that the pilot public transit service route can begin July 1, 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.

_____

Barbara Cottam, Mayor

Village of Angel Fire

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: April 5, 2019

Agenda Item – F

Title: Discussion and Consideration of Resolution No. 2019-15 Adoption of a Resolution to Adjust Budgeted Revenues and Expenses for Fiscal Year 2019.

Prepared By: Hector E. Ordonez, Finance Director

Background: The NCRTD Finance Department is asking for a budget amendment decrease of $394,964 to adjust federal and local match revenue accounts as well as the offsetting expenditure accounts to accurately reflect the expected financial position of the District at year end.

The $394,964 is the net effect of budget increases of $356,236 that reflect the final contract amount related to the ADA Transition Plan Update, cost increase of the Phase 5 of the ADA Project, the acquisition of 5 bus shelters, and a parcel of land (discussed by the Board of Directors during the March Board Meeting) and decreases of $751,200 in capital expenditures that will not be incurred until the next fiscal year.

Summary:

The NCRTD Staff is seeking the following increases in the Budget:

- An increase in the Federal revenue ($55,511) account and Local Match contribution ($9,460) to offset the Contractual Services expense account by $64,971 to pay for the ADA transition Plan Update and Phase 5 of the ADA Projects.

- Increase of $80,000 in the Federal revenue account ($68,352), Local Match contribution ($11,648) and offsetting Bus Shelters expense account to acquire an additional five bus shelters to be installed in some of the bus stops identified in the ADA Phase 5 project.
- An increase of $211,265 in the Local Match Revenue Account and Other Capital Expenses account to purchase a parcel of land discussed by the Board of Directors during the March 2019 Board Meeting.

The NCRTD Staff is seeking the following Decreases in the Budget:

- A $180,000 decrease in the Local Match revenue account and Tech Improvements expense account, related to the acquisition of an Asset Management Software ($150,000) and AV Enhancements to the Board Room ($30,000). These projects will be budgeted and rolled forward to the next Fiscal Year (FY2020).
- A $571,200 decrease in revenues, the decreased can be broken down as follows: Federal Grant Revenue- 5339b ($456,960) and local match ($114,240). This is related to the Final Design of the Maintenance Facility.
- A decrease in Contractual Expenses of $571,200, this is related to the Final Design of the maintenance Facility. We only expect to incur 10% of the amount budgeted this Fiscal year, the rest of the funds will be included in the next Fiscal Year's Budget (FY2020).

The recommended actions can be illustrated as follows:

Budget Increases:

Revenues:		
Federal Grants- TAP ADA Plan Update & Phase 5	$	55,511
Local Match- TAP ADA Plan Update & Phase 5		9,460
Federal Grants- TAP Phase 5 – Bus Shelters		68,352
Local Match- TAP Phase 5 – Bus Shelters		11,648
Local Match- Acquisition of Land Parcel		211,265
	$	356,236
Expenses:		
Contractual Services- TAP ADA Plan Update & Phase 5	$	64,971
Bus Shelters Improvements- TAP Phase 5		80,000
Other Capital Expenses – Acquisition of Land Parcel		211,265
	$	356,236

Budget Decreases:

Revenues:		
Federal Grants- 5339b Maintenance Facility Final Design	$	456,960
Local Match- Maintenance Facility Final Design		114,240
Local Match- Asset Management Software		150,000
Local Match- AV Enhancements Board Room		30,000
	$	751,200

Expenses:

Contractual Services- Maintenance Facility Final Design	$	571,200
Tech Improvements- Asset Management Software	$	150,000
Tech Improvements- AV Enhancements Board Room		30,000
	$	751,200

Recommended Action: It is recommended that the Board approves this budget amendment to adjust the capital and operating budget of the District.

Options/Alternatives:

1. Take no action or partial action limiting operating abilities at this time; or
2. Adopt the resolution.

Fiscal Impact: The overall impact to the budget will be a net decrease of $394,964 to the overall budget. The Final Budget Amount for Fiscal Year if approved will be $12,967,234.

Attachment:

Resolution No. 2019-15

North Central Regional Transit District (NCRTD)
Resolution 2019-15

ADOPTION OF A RESOLUTION TO ADJUST BUDGETED REVENUES AND EXPENSES FOR FISCAL YEAR 2019

WHEREAS, the Governing body in and for the NCRTD has developed a budget for Fiscal Year (FY) 2019; and

WHEREAS, the District Staff is requesting adjustments to the approved budget; and

WHEREAS, the District must maintain a balanced budget; and

WHEREAS, the proposed adjustments maintain a balanced budget without fundamentally altering any district project or service; and

WHEREAS, the proposed adjustments increase the budget to allow for Phase 5 of the ADA Transition Plan implementation and the purchase of certain additional real property; and

WHEREAS, the proposed adjustment decreases the budget for Contractual Services, Maintenance Facility Final Design, Tech Improvements, Asset Management Software, and Tech Improvements, AV Enhancements, Board Room projects which will be carried over into the following fiscal year.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that the request to make the budget adjustments shown below are approved and adopted this 5th day of April 2019.

Budget Increases:

Revenues:		
Federal Grants- TAP ADA Plan Update & Phase 5	$	55,511
Local Match- TAP ADA Plan Update & Phase 5		9,460
Federal Grants- TAP Phase 5 – Bus Shelters		68,352
Local Match- TAP Phase 5 – Bus Shelters		11,648
Local Match- Acquisition of Land Parcel		211,265
	$	356,236
Expenses:		
Contractual Services- TAP ADA Plan Update & Phase 5	$	64,971
Bus Shelters Improvements- TAP Phase 5		80,000
Other Capital Expenses – Acquisition of Land Parcel		211,265
	$	356,236

Budget Decreases:

Revenues:		
Federal Grants- 5339b Maintenance Facility Final Design	$	456,960
Local Match- Maintenance Facility Final Design		114,240
Local Match- Asset Management Software		150,000
Local Match- AV Enhancements Board Room		30,000
	$	751,200

Expenses:		
Contractual Services- Maintenance Facility Final Design	$	571,200
Tech Improvements- Asset Management Software	$	150,000
Tech Improvements- AV Enhancements Board Room		30,000
	$	751,200

District staff is further directed to submit the Budget Adjustment to the New Mexico Department of Finance Administration, Local Government Division for their review and approval.

PASSED APPROVED AND ADOPTED, this 5th day of April, 2019.

Daniel Barrone, Chair

Approved as to form:

Peter Dwyer, Counsel

Agenda Report

Meeting Date: April 5, 2019
Agenda Item – G

Title: Discussion and Consideration of Resolution No. 2019-16 Authorizing the Acquisition of 3.355 Acres of Land Known as Lot 1-B Silkey Way

Prepared By: Anthony J. Mortillaro, Executive Director and Peter Dwyer, Legal Counsel

Summary: This resolution provides for acquisition of 3.355 acres of land adjacent to the Districts property and know as Lot 1-B Silkey Way. The property to be acquired is depicted on the attached land map. Pursuant to the Regional Transit District State Statues 73-25-5 only an elected official can vote at the Board meeting on the resolution approving the land acquisition.

Background: The Board of Directors at its March 1, 2019 Board meeting authorized the Executive Director to negotiate the purchase of Lot 1-B Silkey Way. Attached is a purchase agreement for the property in the amount of $177,815 or $53,000 per acre. The property was listed for $201,300 or $60,000 per acre. Prior to negotiations the District engaged the services of Matthew H. Pendleton, Pendleton Appraisal Ltd. for a preliminary value estimate. The preliminary value estimate was $180,000 or $53,651 per acre. A formal appraisal is being prepared.

A Phase I Environmental Assessment was conducted on July 20, 2009 by Geo-Test Inc for the District when it was considering the acquisition of the current land and building it occupies. This 3.355 acres was initially part of the larger 13.6-acres but some of the land was subsequently not acquired due to a lack of funds.

The May 2014 Preliminary Design and Master Plan for the Maintenance Facility initially designed the facility to fit on a 10-acre parcel. However, when we discovered that the District had only purchased 7 acres of the 10-acre vacant parcels, a new preliminary design was prepared, however, it was very constrained and provided for limited future expansion capabilities if needed. The acquisition of this additional 3 parcels will provide the following benefits:

1. Future expansion capabilities (if not acquired now, it may not be available in the future),
2. A temporary location for bus storage and staging of operations during the construction of the Maintenance Facility which is anticipated to take 12 months,
3. Vacation of the Silkey Way roadway easement by the City of Espanola,
4. Possible conveyance of an additional 22 feet of right-of-way to the City of Espanola for the expansion of Silkey Way Road and potential interconnectivity to McCurdy Road in the future.

Recommended Action: It is recommended that the Board adopt Resolution 2019-16 and authorize the Executive Director to execute all documents related to the closing of the property purchase.

Options/Alternatives:

- Take no action to adopt the Resolution which will result in a compact restrictive design and no options for future expansion (not recommended); or
- Provide staff with direction regarding suggested changes and to return with a new purchase agreement; or
- Adopt the Resolution, (recommended).

Fiscal Impact: A budget amendment of $211,265 has been considered by the Board for the acquisition of this property.

Attachment:

Resolution 2019-16
Appraisal Report
Purchase Agreement
Addendum to Purchase Agreement
Information Sheet: Water Rights and Domestic Wells

North Central Regional Transit District (NCRTD)
Resolution 2019-16

APPROVAL TO ACQUIRE LAND

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 accept the negotiated sale price, approve the Purchase and Sale Agreement for the purchase of the property, and authorize the District staff to take all necessary steps to close the transaction.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The North Central Regional Transit District Board approves the purchase of land under the terms and conditions of the Purchase Agreement attached hereto as Exhibit A; and
2. The Board finds that the sale price is reasonable and is fair market value for the land; and
3. The Board finds that the purchase of the property is in the best interest of the District for its current and future development; and
4. The Board delegates to the staff the authority to sign, authenticate and preserve all records required by law.

ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 5th DAY OF APRIL 2019.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

ESTIMATE OF MARKET VALUE
Appraisal Report of Real Estate

NCRTD Appraisal Assignment
Rear Vacant Land Lot 1-B 3.355 Acres
Real Estate Only As Is Condition
Situated behind 1327 North Riverside Drive
Espanola, New Mexico 87532

Prepared for

North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

Attn: Mr. Anthony J. Mortillaro, Executive Director

Effective Date of Appraisal -- as of March 26, 2019
Date of Most Recent Appraisal Inspection

Prepared by

PENDLETON APPRAISAL, LTD.
Matthew H. Pendleton, MAI

Pendleton Appraisal, Ltd.
Real Estate Appraisers and Consultants

Matthew H. Pendleton, MAI

March 27, 2019

Mr. Anthony J. Mortillaro, Executive Director
North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

Re: Rear Vacant Lot 1-B 3.355 Acres

Dear Tony:

I have appraised the referenced property for the purpose of estimating its market value.

This appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as well as appraisal guidelines set forth by the Office of the Comptroller of the Currency (OCC) and the New Mexico State Finance Board.

The format of this appraisal is an Appraisal Report.

The effective date of this appraisal is March 26, 2019, the date of the most recent appraisal inspection.

Property rights appraised are those of the unencumbered fee simple estate assuming immediately marketable title.

The conclusion of this appraisal as of an effective date of March 26, 2019 is stated as follows.

Market Value Estimate
Lot 1-B 3.355 Acres Vacant Land
Real Estate Only As Is Condition **$180,000**

Noteworthy assumptions for the appraisal and final value estimate follow.

The survey plat and land area used in this appraisal are assumed to be accurate. The appraisal assumes any update of the boundary survey will not significantly change the property assumptions.

No current title insurance document was available for review as of this appraisal. The appraisal assumes there are no title conditions or legal matters that would impair value or marketability

This appraisal assumes the property is free of any significant environmental conditions or site conditions that would be detrimental to value or marketability. No reports were available for review as of appraisal.

The value estimate reflects as is condition of surface rights to real estate vacant land only, excluding water rights if any, any future zoning change, any future development entitlements, any future utility extensions, and also excluding any licenses, personal property, business value or other intangibles.

A synopsis of the appraisal is provided on the following Appraisal Summary.

With regards,
PENDLETON APPRAISAL, LTD

Matthew H. Pendleton, MAI

369 Montezuma, Suite 238 Santa Fe, New Mexico 87501 505-983-7315
www.pendletonappraisal.net

Appraisal Summary

Competency Provision:	Matthew H. Pendleton holds the MAI designation from the Appraisal Institute and is currently certified as a general appraiser by the State of New Mexico Real Estate Appraisers Board. For reference see the appraiser certificates at Exhibit A.
Professional Services Agreement:	This market value appraisal has been ordered by the North Central Regional Transit District through a Professional Services Agreement. A copy of the Professional Services Agreement is attached at Exhibit A.
Intended Use of Appraisal:	The intended use of this appraisal is to assist with real estate value information.
Client and Intended Users:	The client and primary intended user of this appraisal is the North Central Regional Transit District. Other intended users of this appraisal would be designated successors and or assigns, including the New Mexico State Finance Board.
Property Location:	The appraised property is located behind 1327 North Riverside Drive property owned by the North Central Regional Transit District, off the easterly extension of Silkey Road, within the city of Espanola, New Mexico. For property location see the maps at Exhibit B.
Appraised Property:	The appraised property is vacant residentially zoned undeveloped land known as Lot 1-B of the property held by Cedar Holdings or related entity. This tract is a legal lot of record appraised in as is condition. **Lot 1-B 3.355 Acres Vacant Land** **Undivided Fee Interest Real Estate Only As Is Condition**
Legal Description:	A tract of land defined as Lot 1-B on the Plat of Survey for Cedar Holdings LLC lying within the Santa Cruz Grant projected Section 35, Township 21 North, Range 8 East, NMPM, within the City of Espanola, County of Rio Arriba, New Mexico. The most recent survey plat is attached for reference at Exhibit C.
Condition of Title:	No recent title insurance document was available for review. This appraisal assumes there are no title conditions or legal matters that would impair value or marketability. Clear and immediately marketable title is assumed.
Property Rights Appraised:	Property rights appraised are those of the undivided fee estate subject to covenants, restrictions and easements of record.
Effective Date of Appraisal:	March 26, 2019 — the date of the most recent appraisal inspection.
Date of Report:	March 27, 2019 — the date of final report writing.
Past Appraisal:	Pendleton Appraisal has not performed any past appraisal or other study on the appraised property. This appraisal is at the request of the North Central Regional Transit District.

Property History:

The appraised property has been held by Cedar Groove or related entity for an extended period. There have been no open market sales of the appraised property within the last three years. However, the appraised property has been listed for sale through the Maez Group real estate at an asking price of $201,300 since November 2016. As of appraisal North Central Regional Transit District was in the process of negotiations to purchase.

Use of Real Estate:

The condition of the appraised real estate as of the appraisal effective date was essentially vacant land. There were no entitlements for development as of this appraisal. The existing use as vacant land is reflected in this appraisal valuation.

Purpose of Report:

Estimate market value of the appraised real estate reflecting as is condition.

Definition of Market Value:

The term "market value" used herein is synonymous with the term used by the Office of the Comptroller of Currency of the United States (OCC) and is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;

Both parties are well informed or well advised and each acting in what he considers his own best interest;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with this sale.[1]

Scope of Appraisal:

The format of this study is an Appraisal Report.

This appraisal conforms to the Uniform Standards of Professional Appraisal Practice USPAP. The depth of discussion contained in this report is specific to the needs of the client and other intended users and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

Appraisal investigations were performed to determine the value characteristics of the appraised real estate. The appraisal process included examination of the boundary survey, documents of record, property tax assessment information, aerial photography, zoning information and other material. The property was described using said documents, broker listing information, and through inspections of the property by the appraisal staff.

Value indications for the appraised land were found in the competitive market. Measurements of value were developed through the land sales comparison method. The final value estimate is an opinion of open market value that the property would command in as is condition within a reasonable marketing period.

The final value estimate reflects surface rights to real estate vacant land only, excluding water rights if any, any future zoning change, any future development entitlements, any future utility extensions, and also excluding any licenses, personal property, business value or other intangibles.

1 Federal Register, Volume 55, Number 165, Thursday, August 24, 1990, Rules and Regulations, Page 34684, Section 34.42(f) approved by the Office of Thrift Supervision and the Office of the Comptroller of the Currency of the United States of America.

Espanola Description:

The city of Espanola lies in a scenic river valley at the confluence of the Rio Grande and Chama River, founded in 1880 as a railroad village and first discovered by Europeans in 1598 by the Spaniard Juan de Onate.

The census in 2010 revealed a population within the city limits of 10,495. Local population counting the various villages and hamlets nearby is probably closer to 25,000. Annual unemployment rates in Rio Arriba County are generally higher than Santa Fe County.

Espanola straddles the County line of Rio Arriba County to the north and Santa Fe County to the south. Major highways serving Espanola include US Highway 84 / 285 and State Highway 68.

The economy of Espanola and the Espanola valley is driven in large part by Los Alamos National Laboratory, located about 15 miles southwest of town. Total employment at the lab is reported at about 12,000, many of whom are local Espanola valley residents. Economic stimulus is also provided by the recently built Indian tribe casinos and resort complexes, including OhKay Owingeh hotel and casino north of town, the Santa Clara Big Rock casino and hotel in the heart of Espanola and the Buffalo Thunder Resort and Casino south of town at Pojoaque Pueblo. Retail trade has also been influenced by the Wal Mart super store and a Lowe's discount store both on Riverside Drive.

The Espanola valley contains a mixture of residential estates and older vintage residences which offer small scale agriculture. Commercial endeavors are built along the primary commercial arterials such as Riverside Drive, Fairview Road and the Chama Highway also known as Paseo De Onate. Housing prices are generally lower in Espanola than the remainder of New Mexico as a whole. New housing construction has slowed in recent years. At the same time retail venues continue to operate and there is good vehicular traffic on the primary corridors.

Most of the recent commercial development in Espanola has been along the northern reaches of town fronting Riverside Drive. Riverside Drive also known as NM Highway 68 travels north to south through the city then continues north through the canyon of the Rio Grande to Taos and other communities leading to Colorado.

What is perhaps most significant about new developments is the migration of national and regional stores into Espanola including Walgreen's, CVS Pharmacy and the aforementioned big box retailers Lowe's and Wal Mart. Within the Riverside Drive project area are the Shoe Depot, Chili's Restaurant, Applebee's, Freddy's, Taco Bell, Game Stop, Jo Jo's Sushi, Check-n-Go, Wendy's, Rue 21 clothing and Dollar Tree, plus Murphy's Fuel Stop and Giant Convenience Store.

There are also recent buildings completed or under construction also with tenant spaces reportedly for Starbucks, T Mobile and Great Clips. Immediately adjacent to the Riverside frontage is the new McDonald's, Auto Zone and the Regional Transit District bus terminal.Continued corporate and franchise retail uses are anticipated along the Riverside frontage.

Immediate Neighborhood

The immediate neighborhood of the appraised property is removed nearly 1,000 feet east of the Riverside frontage. This is rear land behind the commercial buildings at the frontage -- McDonald's, Weinerschnitzel / Tastee Freez, Anytime Fitness, Auto Zone and NCRTD.

Aside from some homes on holdover agricultural pieces, the rear land in this neighborhood is predominantly R-6 single family residential. Development is low density single family of mixed quality and condition. The forecast is for stable values and gradual development of the workable parcels of land.

Appraised Land: Illustrations and exhibits of the appraised property are attached as follows.

Exhibit D
Aerial Photograph Locating Appraised Property
Appraised Property Surface Photographs
County Zoning Map R-6 Residential Single Family
FEMA Flood Hazard Map no flood hazard indicated

Site Description

Gross Site Area: 3.355 acres based off survey plat

Access: Vehicular access to the appraised property is from Riverside Drive eastward between the Auto Zone and McDonalds along Silkey Road, which initially is paved, then turns into an unimproved earthen driveway that also serves ownerships to the rear east side of the appraised property. Silkey Road aligns approximately with the 20 foot wide access and utility easement along the northern boundary, but not necessarily within the easement precisely.

Zoning: Current zoning according to the City of Espanola zoning department is R-6 single family residential intended for homes at a density of up to 6 dwelling units per acre. For reference see the zoning map attached at Exhibit D. The existing use of the property as vacant residential land is compatible with current zoning.

Flood Zone: According to FEMA Flood Zone Map Panel 35039C2865D for the city of Espanola dated March 15, 2012, the appraised property does not lie in a designated flood hazard area. See the flood map at Exhibit D for reference.

Easements: There is the aforementioned 20 wide access and utility easement along the north boundary. Otherwise no easements shown on the survey plat. This appraisal assumes there to be no adverse easements, encroachments, restrictive covenants or other title conditions.

Utilities: Public utilities are adjacent. No infrastructure extensions into the property as of appraisal.

Site Work: The land within the north half of the site has been scraped and graded to near level with a couple remnant trees. The southern half is more native terrain also near level but with more trees. No site improvements to the land as of appraisal.

Soils: Within regard to soils, no geotechnical study or site engineering report for the subject land was available for review. No development planning reports.

Property Taxes: Rio Arriba County Assessor and County Treasurer tax information follows.

Owner: Silkey Belle Corporation

Legal Description: Lot 1-B Section 35 T21N R8E
3.355 acres

Account Number: R045358
Parcel Code: 1-047-121-340-300

Assessor Full Value	**2019**
Land	$155,504
Improvements	-0-
Total Full Value	$155,504

Tax Bill 2018 $1,599.08

According to the Rio Arriba County Treasurer property taxes for year 2018 are not yet paid. Including penalty and interest the tax balance due is $1,670.11 as of this appraisal.

Highest and Best Use:

Highest and best use may be defined as

The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value.[2]

Legal The appraised land is zoned residential single family and this is the prevailing zoning in the rear land neighborhood. There is no rezoning in process as of appraisal, nor any entitlements for development. Therefore the optimum legal use as of appraisal would be residential absent a master plan.

Physical This lot contains leveled earth and native terrain that would likely require some work to remove trees and create buildable surfaces. There are no utility extensions into the property.

Demand and Feasibility There is some demand for residential development, though not pressing as of appraisal. The ultimate end use in terms of residential density is unknown.

Conclusion This is residentially zoned land absent any development plan or entitlements and without any utility infrastructure improvements and requiring some site work. Highest and best use is for residential development, though without a precise density or development time frame. Otherwise the optimum use of the appraised property could be for assemblage into one of the neighboring ownerships.

Estimated Marketing Time:

Marketing times for local comparable parcels were examined for purposes of estimating the probable marketing time of the appraised property.

Lot 1-B Silkey Way	subject land	listed 12/2016	on market 2.3 years thus far
Ranchitos	3.030 acres	listed 12/2018	on market less than 0.3 years thus far
Llano Verde	0.674 acres	listed 06/2017	on market 1.7 years thus far
Railroad	0.670 acres	listed 09/2018	on market less than 0.6 years thus far

Research suggests that aside from extremely overpriced realty, marketing times required to sell rear land residential property in Espanola may range anywhere from 0.5 years to over 2.0 years assuming professional marketing efforts.

Exposure Time:

This is an estimate of the time required to have successfully marketed the appraised property culminating in a consummated sale as of the effective date of appraisal. This estimate is based upon review of marketing times and conditions leading up to the effective date of appraisal which suggest an exposure time of 1.0 to 2.0 years.

Final Value Estimate:

Market Value Estimate
Lot 1-B 3.355 Acres Vacant Land
Real Estate Only As Is Condition **$180,000**

Appraiser:
Valuation Procedure

Matthew H. Pendleton, MAI

2 The Appraisal Institute, The Dictionary of Real Estate Appraisal, 5th edition, Chicago, Illinois, Appraisal Institute, 2010, page 93.

Valuation Procedure

The appraised property is real estate valued in as is condition and assuming open market availability.

The methods of valuation considered in this appraisal were as follows.

> In sales comparison recent sales and listings of similar realty were compared to the appraised property for the purpose of arriving at the most probable value of the appraised land in as is condition.
>
> The rent capitalization and depreciated cost method were not developed in this appraisal due to the absence of contributory building improvements or a rent producing aspect. Omissions of the rent method and cost method do not in this case impair the credibility of the appraisal or create an appraisal inconsistent with USPAP.

Value by Local Comparisons

This approach compares market prices in similar land.

The selected unit of comparison is sales price per square foot of land area.

This is calculated as total price divided by square footage of the land site.

Factors considered in the comparable analysis follow.

> Property Rights. Property rights in each comparison were fee simple.
>
> Market Conditions. Local prices for rear residential land have generally stabilized.
>
> Terms of Sale. All of the comparisons were based on cash or cash equivalent terms.
>
> Conditions of Sale. No unusual circumstances or motivations were believed to be in effect.
>
> Physical Characteristics. Differences in physical characteristics may require adjustment.

The selected comparisons are presented below.

Map Locating Land Comparisons
Espanola, New Mexico

As a starting point, the most recent listing of the appraised property was examined.

Subject Property

Reference	Listing #	Listing Date	Land Area	Price	Price PSF
Lot 1-B Silkey Way	MLS 201605432	as of 03/2019	3.355 acres	$201,300 asking	$1.38 psf asking

This listing was analyzed in the following manner.

Total Asking Price		$201,300

This property has been on the market for over two years suggesting either that the asking price is high or that demand for this location has not been realized.

Discounted to Reflect Consummated Sale	appraiser estimate	minus 10%
Probable Consummated Sale Price		$181,170
Divided by Land Area 3.355 Acres		146,144 sf
Land Value Indication per Square Foot		$1.24 psf

Additional land comparison data were analyzed as follows.

Schedule of Land Comparisons
Rear Land Representative of R-6 Residential

	Sale Date	Grantor	Sale Price	Land Area	Price PSF	Location
1	08/2009	Cedar Grove NCRT District	$1,397,500 land only	12.02 acres total area	see below	1327 North Riverside and rear land

North Central Regional Transit District bought the blue industrial building at 1327 Riverside that was abstracted from the sale price in this comparison at buyer estimate, land only was worth $1,397,500. The frontage 1.36 acres was valued at $8.00 per square foot. The remaining rear 10.66 acres of land that contained R-6 zoning was valued at $1.99 per square foot.

2	08/2011	Bruce Law L & G Properties	$750,000 vacant land	10.371 acres total area	see below	900 North Riverside and rear land

Bruce Law Property is an elongated tract that has commercial on the Riverside frontage and stretches into R-6 residential rear land at back. Purchaser allocated value for the frontage 1.00 acre was $8.00 per square with the rear land of the property containing 9.371 acres valued at $0.98 per square foot.

Based on the above comparisons, the range of value for R-6 land in this size of parcel is from $0.98 to $1.99 per square foot. By appraiser judgment call, the appraised land should be valued on the lower side of this range.

Additional comparison data involving current listings for sale were also examined.

Ref	MLS #	Location	Sale Date	Sale Price	Size Acres	Unit Price
3	#201805682 For Sale	01 West Ranchitos Ranchitos	03/2019	see below	3.030 acres	see below

Total Asking Price		$150,000
Discounted to Reflect Consummated Sale	appraiser estimate	minus 5%
Probable Consummated Sale Price		$142,500
Divided by Land Area 3.030 Acres		131,987 sf
Land Value per Square Foot		$1.08 psf

Ref	MLS #	Location	Sale Date	Sale Price	Size Acres	Unit Price
4	#201702749 For Sale	Lot 2 Llano Verde Espanola	03/2019	see below	0.874 acres	see below

Total Asking Price		$49,000
Discounted to Reflect Consummated Sale	appraiser estimate	minus 5%
Probable Consummated Sale Price		$46,550
Divided by Land Area 0.874 Acres		38,071 sf
Land Value per Square Foot		$1.22 psf

Ref	MLS #	Location	Sale Date	Sale Price	Size Acres	Unit Price
5	#201804562 For Sale	Railroad / Calle Leandro Espanola	03/2019	see below	0.670 acres	see below

Total Asking Price		$95,000
Discounted to Reflect Consummated Sale	appraiser estimate	minus 5%
Probable Consummated Sale		$90,250
Divided by Land Area 0.670 Acres		29,185 sf
Subtotal		$3.09 psf
Adjustment for Smaller Tract Size	appraiser estimate	-50%
Suggested Comparison Land Value		$1.55 psf

Due to the comparatively small size of this tract and the need for adjustment, less emphasis was given to this comparison.

Conclusion of Value

The value of the appraised property was estimated by the following methods.

Analysis of Subject Listing	$1.24 per square foot
Large Tracts with Similar Location / Zoning	on the low side of $0.98 to $1.99 per square foot
Rear Land Residential Listings	$1.08 to $1.22 per square foot

The analysis suggests a discount off the offering price of the subject property would be supported by the market.

Large tract analysis suggests a value between $0.98 and midpoint of perhaps $1.49 per square foot.

Listings of similar land are showing values in the range of $1.08 to $1.22 per foot, excluding the high extreme.

Considering the data above the land value is reasonably estimated as follows.

Land Value Indication by
Sales Comparison Method

Lot 1-B Site Area 3.355 acres x 43,560 sf valued @ $1.24 psf			$181,218
As Is Property Value		rounded	$180,000

Based on the analysis above, the conclusion of market value as of March 26, 2019 is stated as follows.

Market Value Estimate
Lot 1-B 3.355 Acres Vacant Land
Real Estate Only As Is Condition **$180,000**

CERTIFICATION

The undersigned hereby certifies, except as otherwise noted in this appraisal report, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

I have not performed any services as an appraiser or any other capacity regarding the property that is subject of this report within a three year period immediately preceding acceptance of this assignment, unless otherwise noted herein.

My engagement in this assignment was not contingent on developing or reporting predetermined results. This appraisal assignment was not accepted or prepared on the basis of a requested or specific valuation or the approval of financing.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute.

I have made an offsite exterior only inspection of the property that is the subject of this report. No one provided significant real property appraisal assistance to the person signing this certification.

My analyses, opinions and conclusions were developed and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Matthew Pendleton, MAI has completed the continuing education program for Designated Members of the Appraisal Institute. As of the date of this report, Matthew Pendleton, MAI has completed the continuing education requirements of the State of New Mexico pertaining to licensed real estate appraisers.

Noteworthy assumptions and conditions for the appraisal are as follows.

The survey plat and land area used in this appraisal are assumed to be accurate. The appraisal assumes any update of the boundary survey will not significantly change the property assumptions.

No current title insurance document was available for review as of this appraisal. The appraisal assumes there are no title conditions or legal matters that would impair value or marketability

This appraisal assumes the property is free of any significant environmental conditions or site conditions that would be detrimental to value or marketability. No reports were available for review as of appraisal.

The value estimate reflects as is condition of surface rights to real estate vacant land only, excluding water rights if any, any future zoning change, any future development entitlements, any future utility extensions, and also excluding any licenses, personal property, business value or other intangibles.

Matthew H. Pendleton, MAI
NM General Certified Appraiser #000277-G

QUALIFICATIONS OF THE APPRAISER
Matthew H. Pendleton, MAI

EDUCATION

B.A. New Mexico State University	1976
Real Estate Courses - College of Santa Fe	1978 to 1981
Society of Real Estate Appraisers	1979

American Institute of Real Estate Appraisers and Other Educational Sources

Easements and Access Review	2018
Advanced Map Reading and Surveys	2017
New Mexico Jurisprudence Examination	2017
Uniform Standards of Professional Appraisal Practice USPAP	2017, 2015, 2013, 2012, 2009, 2006
Business Practice and Ethics	2017, 2015, 2013, 2012, 2009, 2006
Commercial Appraisal Kaplan	2016
Motel Analysis and Valuation	2015, 1998
Green Buildings Introduction and Concepts	2015
ANSI Measuring Standards Kaplan	2014
Data Verification Methods	2012
HP Financial Calculator Analysis	2005, 2007, 2012
Real Estate Appraisal Principals	2012
Subdivision Valuation	1994, 2012
New Mexico State Appraisers Board Update Class	2011, 2013, 2015
Commercial Client Expectations in Appraisal Reports	2011
Scope of Work and Expanding Professional Services	2011
Real Estate Appraisal Operations	2010
Appraisal Curriculum Overview Residential	2009, 2013
Appraisal Curriculum Overview Commercial	2009, 2013
Internet Applications for Appraisal	2007
Client Expectations in Appraisal Reports	2007
Appraising from Blueprints and Specifications	2006
Analyzing Detrimental Conditions in Real Estate	2005
Geographic Information Systems	2005
Eminent Domain and Condemnation Litigation Valuation	2005
Option Value in Real Estate	2002
Appraisal Writing	2002
Open Space and Transferred Development Rights	2001
Conservation Easement Valuation	2001
Liability and Fraud Analysis	2001
Case Studies in Commercial Highest and Best Use	2000
Appraising from Blueprints and Specifications	2000
Small Hotel/Motel Valuation	1998
Eminent Domain and Condemnation Appraising	1997
Water Rights and Issues	1997
Data Confirmation and Verification	1996
Special Purpose Properties	1996
Course 410, USPAP Code of Ethics	1995
Course 420, USPAP Standards of Practice	1995
Environmental Risk	1994
Feasibility and Highest and Best Use Analysis	1994
Rates, Ratios and Reasonableness	1993, 2004
Federal Banking Regulations	1992
Appraising Troubled Properties	1992
Uniform Commercial/Industrial Appraisal Report	1991
Reviewing Appraisals	1991
Hazardous Wastes and Appraisals	1989
Preservation/Conservation Easements	1988
Real Estate Risk Analysis	1987
Federal Income Tax/Real Estate Seminar	1987
Federal Home Loan Bank Board R41B	1986
Introduction/Valuation of Hotels and Motels	1985
Course 2-1, Case Studies in Valuation	1984
Course 2-2, Valuation Analysis and Report Writing	1984
Capitalization Theory and Techniques	1981, 1982, 1983

IRWA Association

Easement Valuation	1986

PROFESSIONAL EXPERIENCE

Assistant to Thomas G. Gillentine, MAI, ARA, CRE	1978 to 1985
Staff Appraiser, Gillentine & Keever, Inc.	1978 to 1985
Senior Analyst and Consultant, Gillentine & Pendleton, Inc.	1985 to 1991
Principal Analyst and Consultant, Pendleton Appraisal, Ltd.	1991 to Present

BUSINESS BACKGROUND

Real estate appraisals and real property consultation services provided through the offices of Gillentine & Pendleton, and Pendleton Appraisal. Past assignments have involved various forms of vacant land, residential subdivisions, wilderness areas, rail yards, business parks, office buildings, retail buildings, restaurants, art galleries, industrial properties, public and private schools, shopping centers, historic properties, condominiums, townhouses, recreation ranches, luxury residential, hotels and motels, mobile home parks and self-storage facilities. Special purpose assignments have included easement valuations, leasehold estates, eminent domain parcels, conservation easements, fractional ownerships and other property interests.

CLIENT BASE

Local, regional and national financial institutions, private sector investors, property owners, developers, attorneys and accountants. Various municipal governments within the State of New Mexico. State and County governments, trust departments, insurance agencies and title companies. United States government agencies including the Postal Service, Forest Service, Fish and Wildlife Service, Federal Aviation Administration, Department of Energy and Los Alamos National Laboratory. Appraisal and consulting assignments prepared for Native American Indian Tribes, various religious organizations, conservation groups such as the Nature Conservancy, Trust for Public Land and Archeological Conservancy, as well as colleges, universities and other educational organizations.

MEMBERSHIPS

MAI Designation - Appraisal Institute, 1985
Part Time Faculty - Santa Fe Community College
State of New Mexico, Real Estate Appraiser License No. 00277-L
State of New Mexico, Real Estate Appraiser General Certificate No. 00277-G

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report format intended to comply with the reporting requirements set forth under the relevant Standard Rules of the Uniform Standards of Professional Appraisal Practice. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. We have relied on information prepared by the property owner representative, licensed surveyors and other real estate professionals in making certain decisions in the process of this appraisal. No one else provided significant professional assistance to the persons signing this report. We have accepted this information as accurate, based on the fact that they represent matters beyond our expertise as appraisers along with the fact that they were prepared by recognized professionals.

3. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

4. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

5. Responsible ownership and competent property management are assumed.

6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

7. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the report.

11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

13. Unless otherwise stated in this report, the existence of hazardous substances, including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to our attention nor did we become aware of such during our onsite inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such condition, nor for any expertise or engineering knowledge required to discover them.

14. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine if it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property along with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect upon the value of the property. Since we do not have direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

This report has been made with the following general limitations:

15. The conclusions expressed in our appraisal report apply only as of the stated date of the appraisal and we assume no responsibility for economic or physical factors occurring at some later date, which may affect the opinions stated herein.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization.

17. By reason of the assignment we are not required to give consultation, testimony, or be in attendance in court or any other hearing with reference to the property unless written contractual arrangements have been previously made relative to such additional services.

18. Disclosure of the contents of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

19. Neither all, nor any part of this report, or copy thereof shall be used for any purposes by anyone other than the client to which the report is addressed without the prior written consent of the appraisers, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

APPRAISAL INSTITUTE

MEMBERSHIP CERTIFICATE

This Certifies That

Matthew H. Pendleton

was admitted to membership in the American Institute of Real Estate Appraisers as an **MAI Member** *(7280) on the* 27th *day of* November, 1985 *and by virtue of the unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers has become an*

MAI Member

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President.

PRESIDENT

State of New Mexico

REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622

This is to certify that

Matthew H Pendleton#277-G

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a

General Certified Appraiser

This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 12/01/1990 Date Expires: 04/30/2020

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

THIS IS TO CERTIFY THAT

Matthew H Pendleton

is licensed / registered by the New Mexico Regulation and Licensing Department in accordance with provisions of laws in the State of New Mexico

License / Registration No.	License / Registration Type
277-G	General Certified Appraiser
Issue Date	Expiration Date
12/01/1990	04/30/2020

The bearer is prohibited by law from using the identification card to give the impression that they are in any way connected with a governmental agency

Signature of holder

PROFESSIONAL SERVICES AGREEMENT

BETWEEN CONTRACTOR, AND

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

This agreement ("Agreement") is entered into as of this 12 day of March, 2019, by and between Pendleton Appraisal, LTD ("Contractor") and the North Central Regional Transit District ("NCRTD").

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD wishes to retain Contractor to perform the work described below; and,

WHEREAS, the NCRTD has adopted its own procurement code pursuant to the powers and authority granted to it under the Regional Transit NCRTD Act; and

WHEREAS, pursuant to the NCRTDs Procurement Regulations the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the Scope of Work as attached. (Exhibit "A")

NOW THEREFORE: in consideration of the mutual agreements of the parties herein and for other good and valuable consideration the receipt of which is hereby acknowledged the parties to this Agreement agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services to the NCRTD. All services listed below shall be inclusive of work, work product:

See Scope of Work attached hereto as Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor 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.

3. COMPENSATION

A. The NCRTD shall pay to the Contractor an amount not to exceed **$1,950.00 inclusive of NMGRT** for services referred to above. The aforementioned amount is inclusive of Contractor expenses anticipated to be incurred in the performance of services in the Agreement such as copying, mileage, printing, travel, and per diem, telephone and computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act or as set forth below.

B. Payment shall be made upon receipt from the Contractor of statements in accordance with the tasks outlined in the Contractor's proposal. Prepayment by public entities is generally not permitted under New Mexico law. Therefore, the delivery of service and timely billing thereafter is a condition precedent to any payment by NCRTD to Contractor.

C. Payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the NCRTD to the Contractor.

D. Contractor agrees to Refund to the NCRTD, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.

4. 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.

5. TERM AND EFFECTIVE DATE

This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate on June 30, 2019 unless terminated pursuant to paragraph 6 below, or extended by mutual agreement in writing for up to six (6) additional months.

6. TERMINATION

A. This Agreement may be terminated by the NCRTD for its convenience upon ten (10) days' written notice. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of NCRTD. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to NCRTD originals of all materials prepared pursuant to this Agreement.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the NCRTD original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the NCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date of termination.

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

Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required

under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, (NMSA 1978, Sections 10-16-1 through 10-16-18), regarding contracting with a public officer, NCRTD employee or former NCRTD employee have been followed.

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.

A. Contractor shall obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Upon request, Contractor shall provide the NCRTD with evidence of its compliance with such requirement.

B. 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.

C. Automobile Liability Insurance shall be in amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement, 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.

D. General Liability Insurance shall be in the amount of $1,000,000 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;

E. 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.

F. 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 Contractors 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. In compliance with the requirements set forth in Exhibit B the Contractor acknowledges and agrees to the following:

"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 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.

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

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

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

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

Executive Director
1327 N. Riverside Drive

Española, NM 87532

anthonym@ncrtd.org

Contractor:

Matthew H. Pendleton, MAI

Pendleton Appraisal, Ltd.

369 Montezuma Avenue, Suite 238

Santa Fe, New Mexico 87501

Phone: 505 983-7315

Fax: 505 989-7381

Email: mattpendleton1@comcast.net

Web Site: pendletonappraisal.net

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.

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.

Pendleton Appraisal, Ltd.

Real Estate Appraisers and Consultants

EXHIBIT A

Matthew H. Pendleton, MAI

March 11 2019

Mr. Anthony J. Mortillaro, Executive Director
North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

Anthony anthonym@ncrtd.org (505) 690-7782

Re: Rear Lot 1-B 3.355 Acres Vacant Land

Dear Tony:

Our fee for an appraisal report of market value will be as follows.

Rear Vacant Lot 1-B
3.355 Acres Vacant Land behind NCRTD Property

Real Estate Only
As Is Condition **$1,950.00 tax included** **total appraisal fee**

We propose a two phase assignment, phase 1 will be a verbal or email report in the form of a preliminary value estimate, and phase 2 will be a written appraisal report produced and provided to NCRTD upon request at no additional charge.

Delivery of both phases will be within 2 to 3 weeks from your authorization to proceed.

Appraisals prepared by our firm conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and appraisal criteria set forth by the Office of the Comptroller of the Currency (OCC), the Internal Revenue Service (IRS) and the State of New Mexico Board of Finance.

Our written report will describe the value characteristics of the land, apply the appropriate valuation methods, and arrive at an opinion of "as is" market value for real estate only.

Our permanent address for purposes of mail delivery and other contact information follow.

Matthew H. Pendleton, MAI
Pendleton Appraisal, Ltd.
369 Montezuma Avenue, Suite 238
Santa Fe, New Mexico 87501
(505) 983-7315 Telephone
email matthewpendleton1@comcast.net
web site pendletonappraisal.net

Our conduct in the appraisal process is subject to the Code of Ethics of the Appraisal Institute.

To signify your authorization to proceed, please provide us a professional services agreement.

With regards,
PENDLETON APPRAISAL, LTD.

Matthew H. Pendleton, MAI

EMAIL TRANSMISSION ONLY

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CONTRACTOR

PENDLETON APPRAISAL, LTD.

By: MATHEW H. PENDLETON

Its: PRESIDENT

Date: 3/12/2019

NORTH CENTRAL REGIONAL TRANSIT DISTRICT:

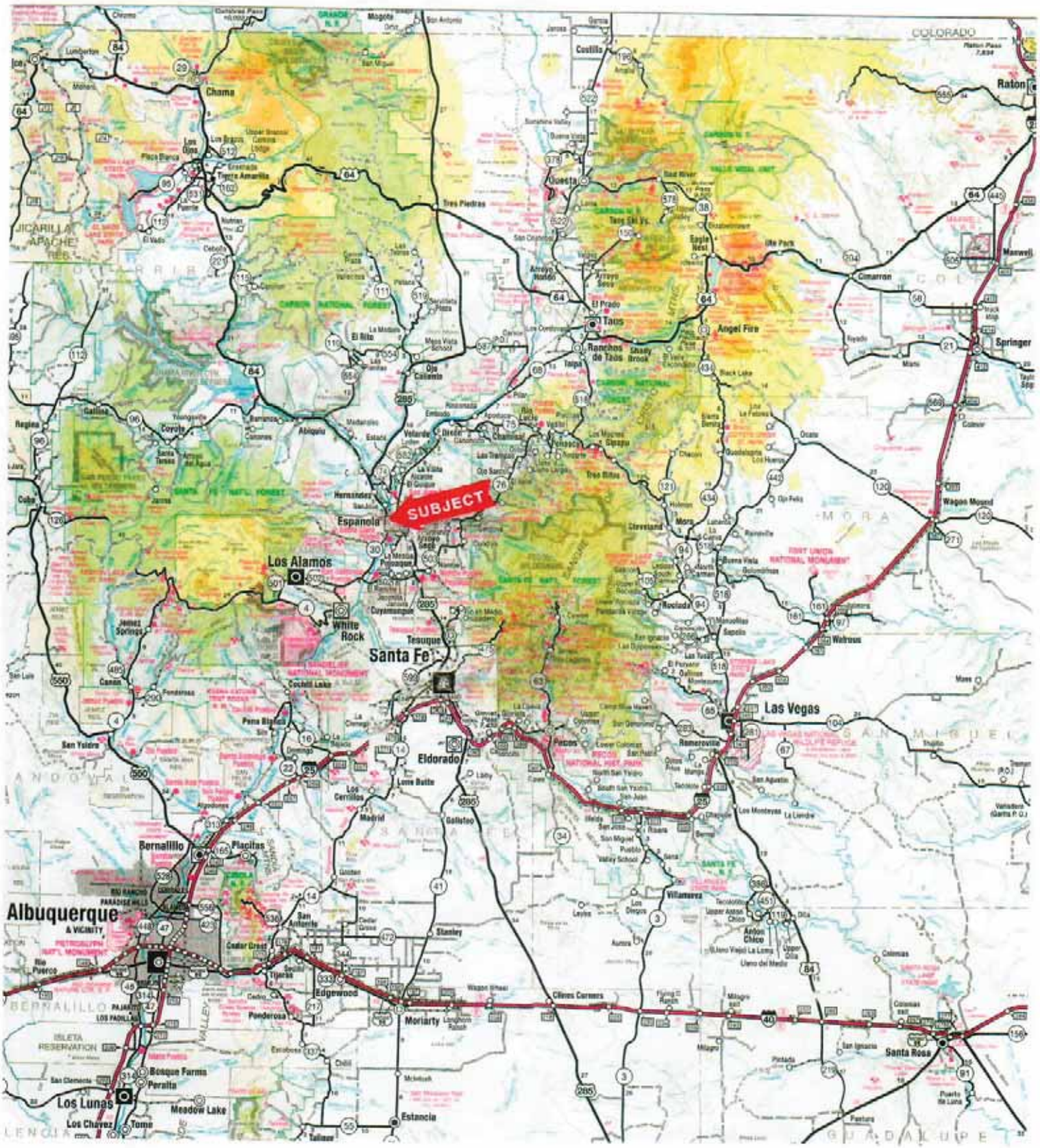
Anthony Mortillaro,
Executive Director

Date: 3/12/2019

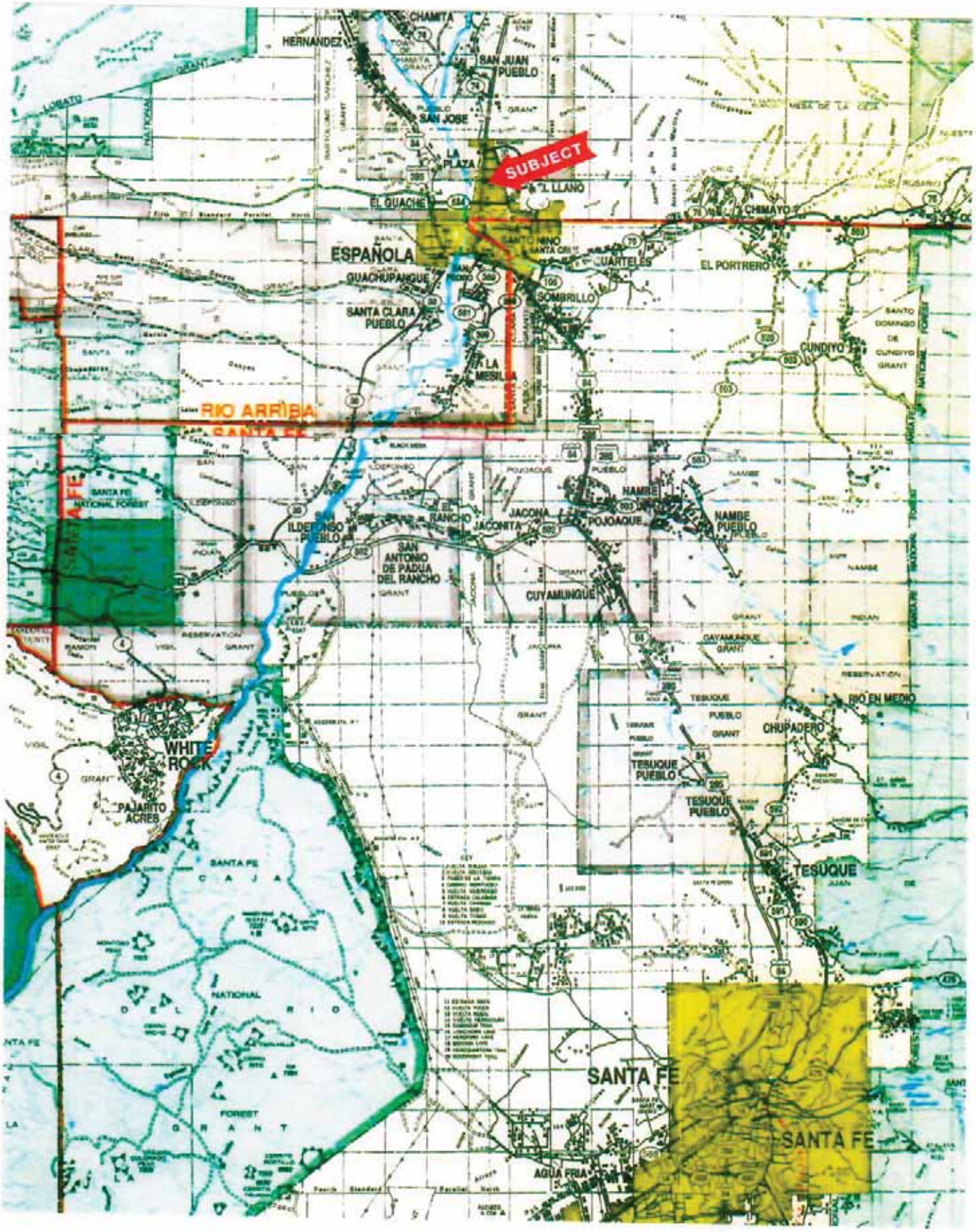
Approved as to form:

Peter Dwyer, Counsel

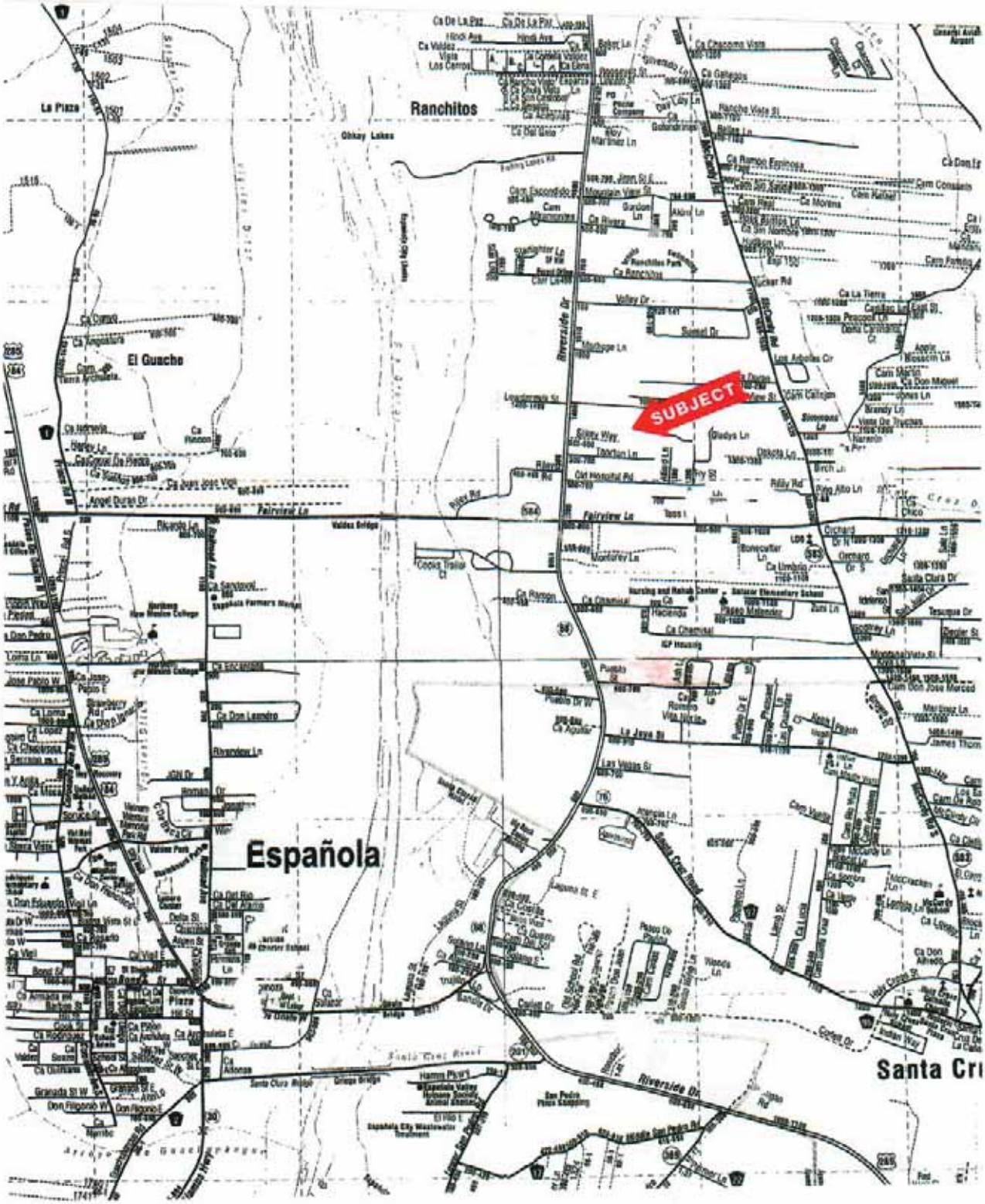
Property Location on New Mexico State Map
Northern Central New Mexico Locations



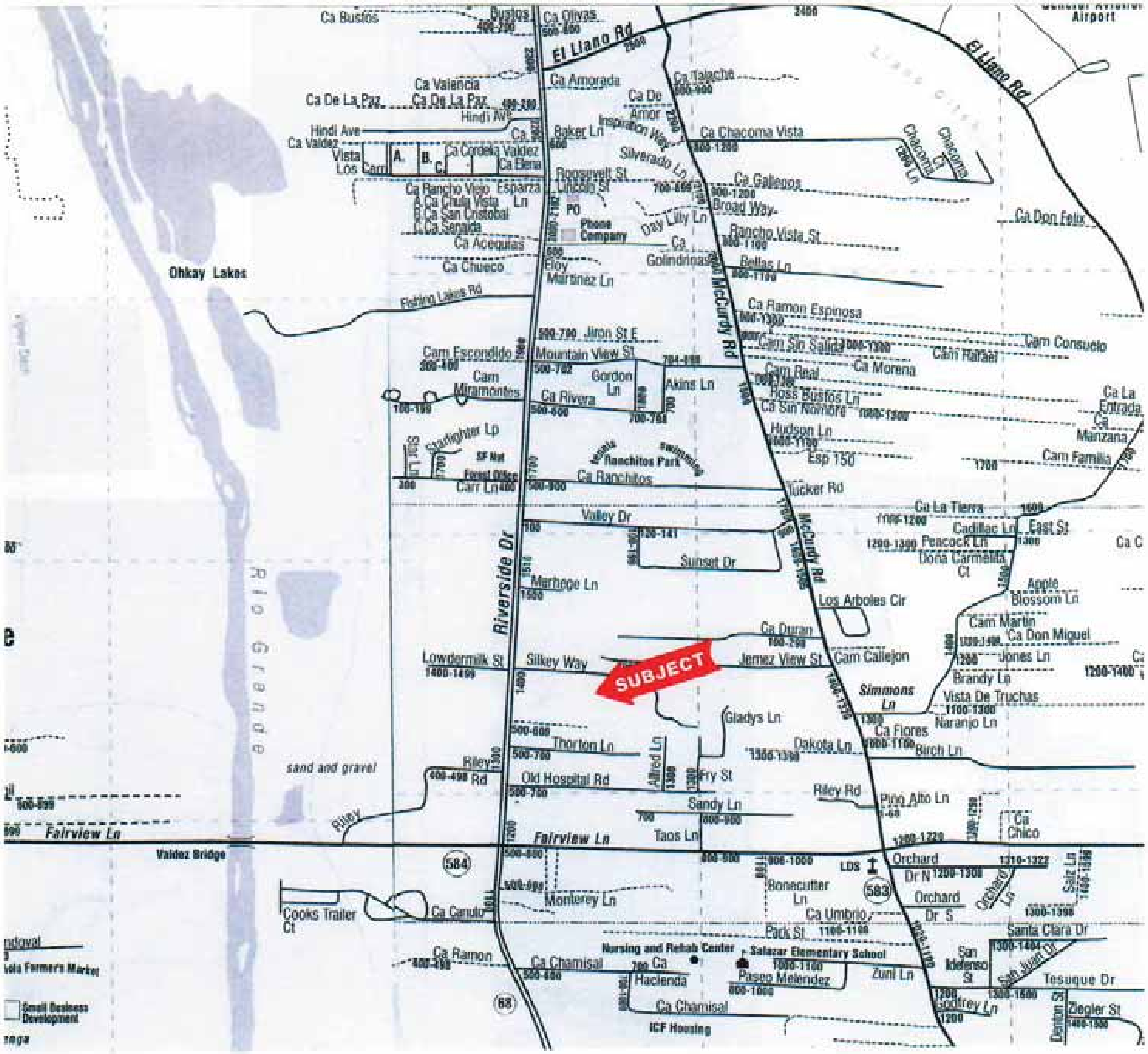
Property Location on Vicinity Map
Espanola, New Mexico



Property Location on City Map
Espanola, New Mexico

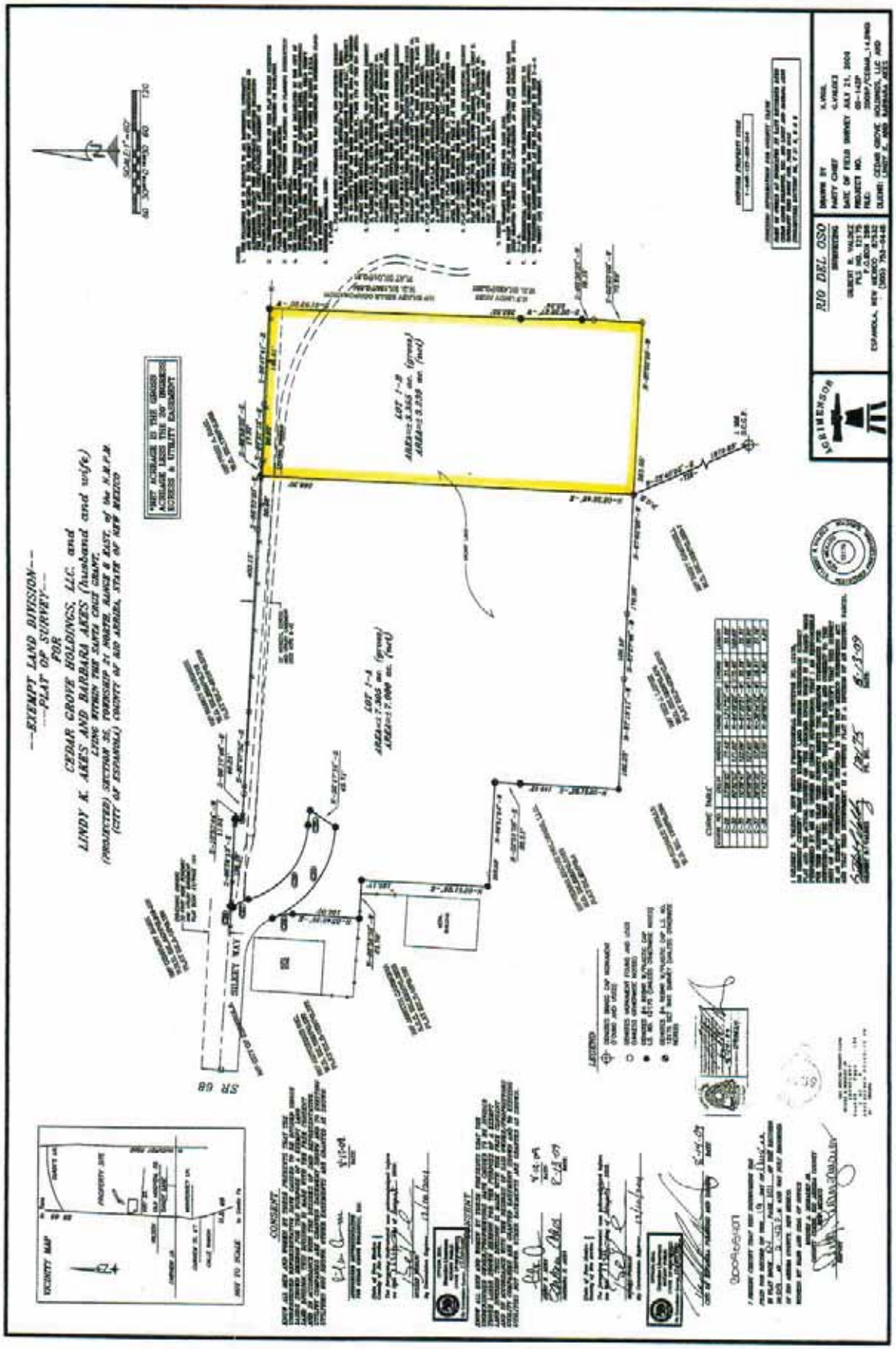


Property Location on Neighborhood Map
Espanola, New Mexico

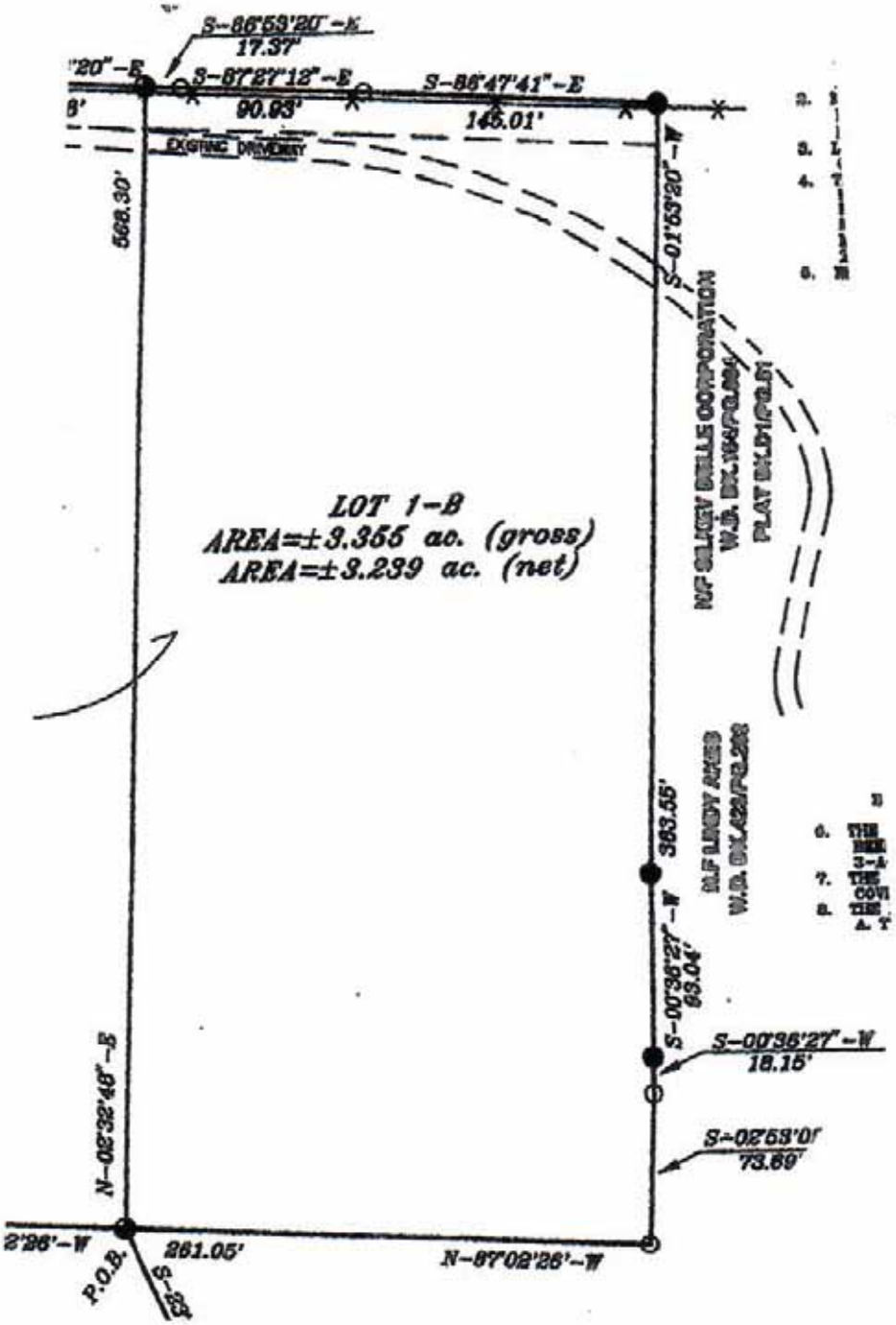


Property Location on Aerial Photograph
Espanola, New Mexico

Appraised Property Survey Plat Lot 1-B dated 2009
Espanola, New Mexico



Appraised Property Survey Plat Lot 1-B dated 2009
Espanola, New Mexico



Property Location on Aerial Photograph
Espanola, New Mexico

Subject Property Photographs
NCRTD Appraisal Assignment
Rear Vacant Land Lot 1-B 3.355 Acres
Situated behind 1327 North Riverside Drive Espanola, New Mexico
Taken March 2019 by Pendleton Appraisal, Ltd.

Silkey Way looking westerly toward appraised property.

Subject Property Photographs
NCRTD Appraisal Assignment
Rear Vacant Land Lot 1-B 3.355 Acres
Situated behind 1327 North Riverside Drive Espanola, New Mexico
Taken March 2019 by Pendleton Appraisal, Ltd.

Silkey Way looking southeasterly toward appraised property, taken from northwest corner of site.

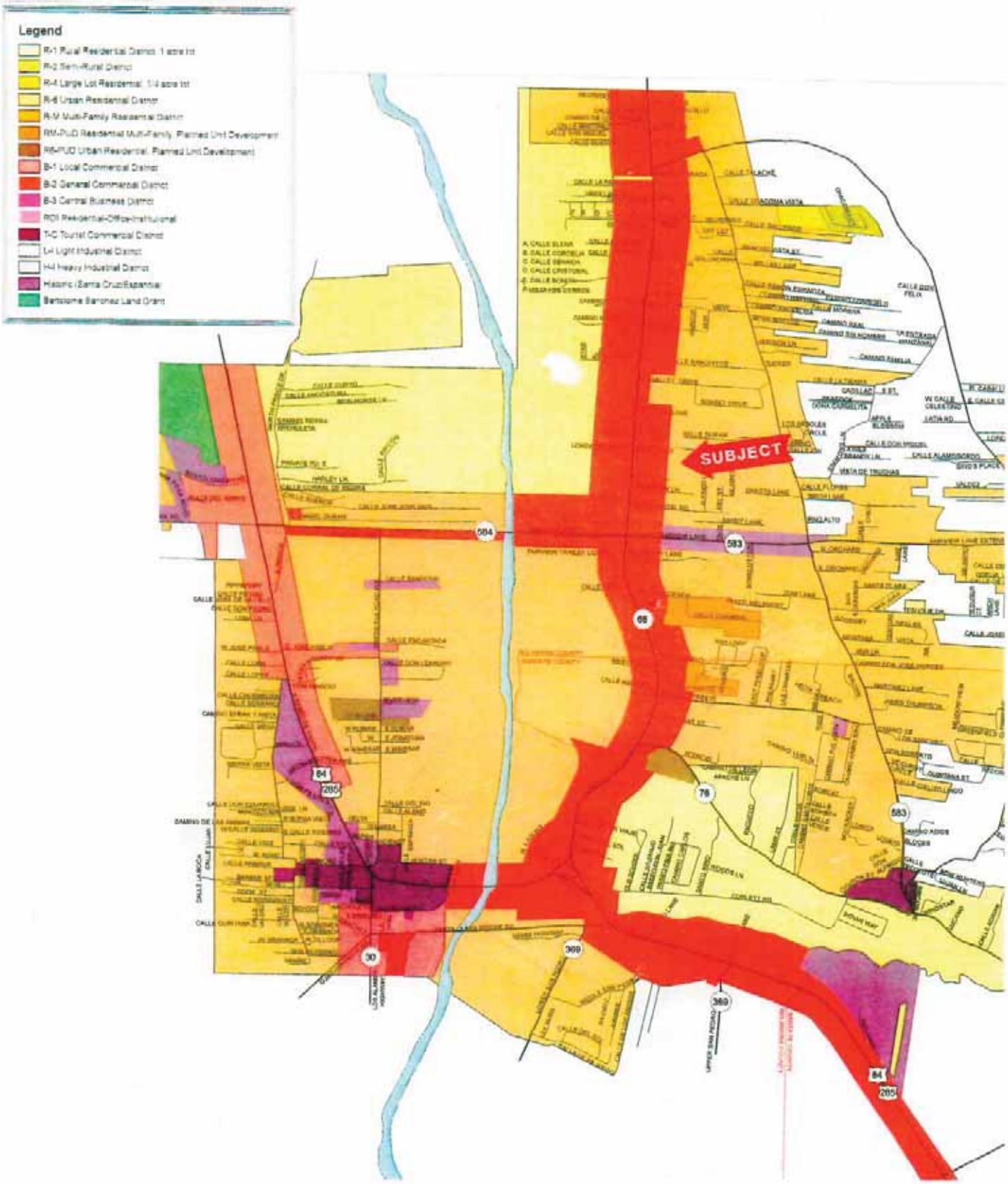
Subject Property Photographs
NCRTD Appraisal Assignment
Rear Vacant Land Lot 1-B 3.355 Acres
Situated behind 1327 North Riverside Drive Espanola, New Mexico
Taken March 2019 by Pendleton Appraisal, Ltd.

Typical terrain feature for appraised property looking south, taken from Silkey Way.

Subject Property Photographs
NCRTD Appraisal Assignment
Rear Vacant Land Lot 1-B 3.355 Acres
Situated behind 1327 North Riverside Drive Espanola, New Mexico
Taken March 2019 by Pendleton Appraisal, Ltd.

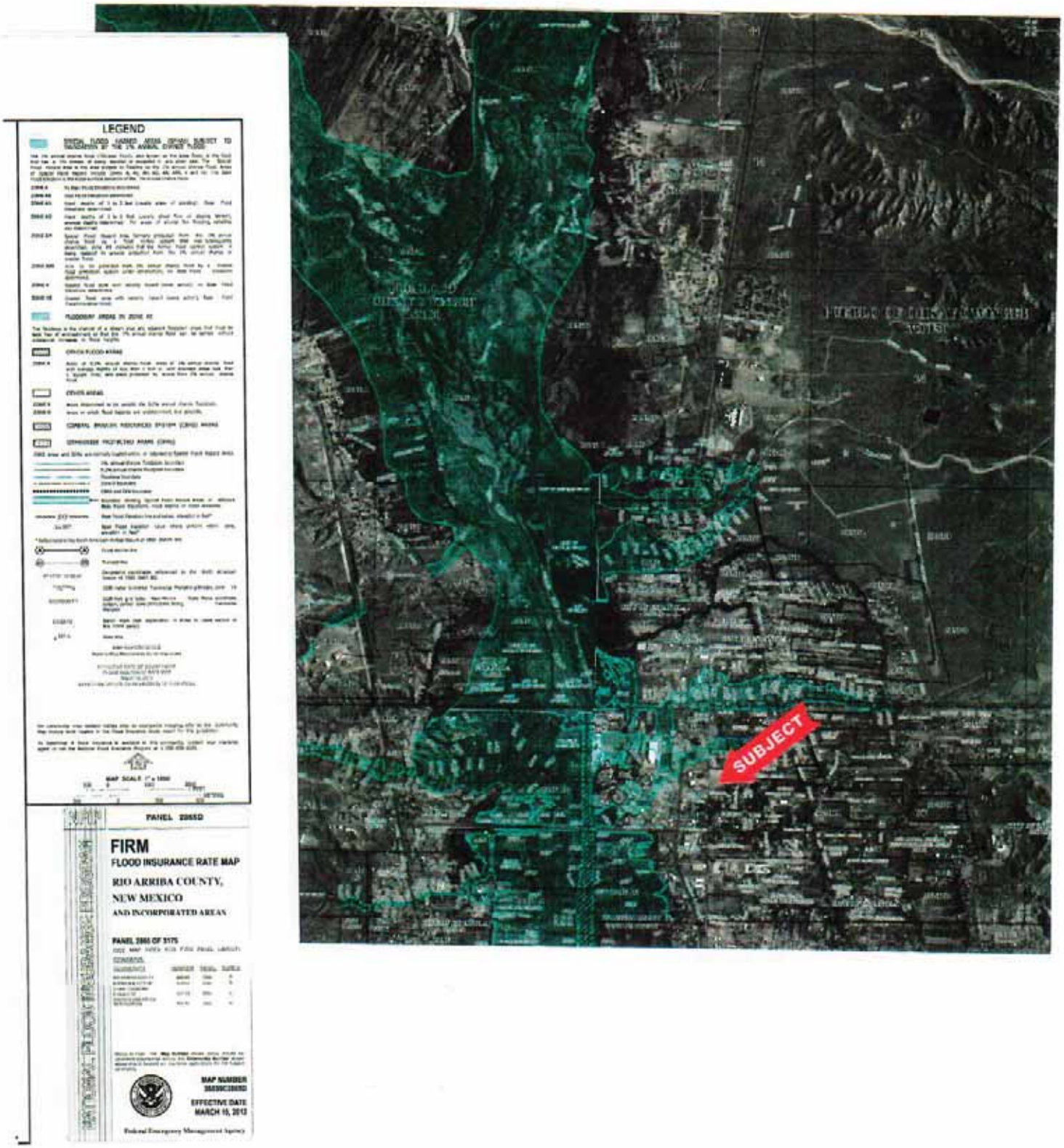
Terrain feature within south central portion of property.

Property Location on City Zoning Map
Espanola, New Mexico



Appraised Property Location on FEMA Flood Hazard Map

Panel 35039C2870D
dated March 15, 2012



REALTOR®

EQUAL HOUSING OPPORTUNITY

REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – VACANT LAND – 2018
PART I – BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to disclose a specific set of applicable Broker Duties prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement and obtain from the applicable party, written acknowledgement that the Broker has made such disclosures.

All Brokers in this transaction owe the following broker duties to *ALL* BUYERS AND SELLERS in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant:
4. Written disclosure of potential conflict of interest that the broker has in the transaction, including, but not limited to:
   - **A.** any written brokerage relationship the broker has with any other parties to the transaction or;
   - **B.** any material interest or relationship of a business, personal or family nature that the broker has in the transaction;
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

In addition to the above duties, Broker(s) owes the following Broker Duties TO THE BUYER(S) AND/OR SELLER(S) IN THIS TRANSACTION TO WHOM THE BROKER(S) IS/ARE DIRECTLY PROVIDING REAL ESTATE SERVICES, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
   - **A.** timely presentation of and response to all offers or counter-offers; and
   - **B.** active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advice to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship options available in New Mexico;
   - **A. Exclusive agency;** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent their interest of the person in a real estate transaction.
   - **B. Dual agency**; an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party.
   - **C. Transaction Broker;** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
   - **A.** that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
   - **B.** that the seller will agree to financing terms other than those offered;
   - **C.** the seller motivations for selling/leasing; or
   - **D.** any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
   - **A.** that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
   - **B.** the buyer's motivation for buying; or
   - **C.** any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S) AND SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.

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PART II – OTHER REQUIRED DISCLOSURES

Broker shall update these and all other required disclosures as needed.

1. _____ ("Buyer's Broker") is working with the Buyer in this transaction as a:
   - ☐ Transaction Broker without a written agreement.
   - ☐ Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement).
   - ☐ Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum).

2. **IN-HOUSE TRANSACTION:**
   - ☐ **A.** Buyer's Broker is licensed under the same Qualifying Broker in the same Brokerage as Seller's Broker. Seller's Broker has a written listing agreement with the Seller as ☐ Transaction Broker ☐ Agent.
   - ☐ **B.** Buyer's Broker is also Seller's Broker for the property in this Transaction. Seller's Broker has a written listing agreement with Seller as ☐ Transaction Broker ☐ Agent.

3. ☐ **DUAL REPRESENTATION DISCLOSURE AND CONSENT:** Brokerage is representing both Buyer and Seller without creating Dual Agency. Buyer and Seller consent to this dual representation.

4. ☐ **DUAL AGENCY DISCLOSURE:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Brokerage has not been chosen by the Qualifying Broker; Designated agency is a policy that discloses to a client of the brokerage that the broker representing them as an agent by means of an express written agency agreement is their only representative in the brokerage. When Designated Agency is *NOT* chosen, Dual Agency is created. In the case of Dual Agency, prior to writing or presenting this offer, Broker must obtain written consent from the Buyer Client and Seller Client (RANM Form 1301, Agency Agreement – Dual).

5. **MATERIAL INTEREST/RELATIONSHIP:** Disclosure of any material interest or relationship of a business, personal, or family nature in the transaction. If answer is "YES", attach Broker Duties Supplemental Disclosure RANM Form 2100.
   - A. **BUYER'S** BROKER, QUALIFYING BROKER OR BROKERAGE ☐ YES ☑ NO
   - B. **SELLER'S** BROKER, QUALIFYING BROKER OR BROKERAGE ☐ YES ☑ NO

6. **ADVERSE MATERIAL FACTS:** If Broker(s) to this transaction actually knows of adverse material facts about the Property or Transaction, attach Broker Duties Supplemental Disclosure RANM Form 2100.

By their signatures below, the parties acknowledge the receipt of **BROKER DUTIES** and **BROKER DISCLOSURES:**

BUYER	**SELLER**
Buyer Signature — Date — Time Anthony J. Mortillaro, Executive Director	Seller Signature — Date — Time VERNON AKES, President
Buyer Signature — Date — Time NORTH CENTRAL REGIONAL TRANSIT DISTRICT	Seller Signature — Date — Time SILKEY BELLE CORPORATION
Check if Applicable: ☐ Buyer is a New Mexico Real Estate Broker ☐ Buyer is a party to a Buyers Broker Agreement	Check if Applicable: ☐ Seller is a New Mexico Real Estate Broker

BUYER'S BROKER

_____ Broker ☐ is ☐ is not a REALTOR®
Buyer's Brokerage Firm

Broker Signature — Date — Time

SELLER'S BROKER

_____ Broker ☑ is ☐ is not a REALTOR®
Seller's Brokerage Firm

Broker Signature Emery Maez — Date — Time

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PURCHASE AGREEMENT – VACANT LAND – 2018

OFFER DATE: _____

1. PARTIES AND AGREEMENT.
Anthony J. Mortillaro, Executive Director NORTH CENTRAL REGIONAL TRANSIT DISTRICT ("Buyer") agrees to buy from Seller and VERNON AKES, President SILKEY BELLE CORPORATION ("Seller") agrees to sell and convey to Buyer, in accordance with terms of this Purchase Agreement ("Agreement"), the Property described in Paragraph 4 with a Settlement/Signing Date on May 3 2019 (as further described in Paragraph 8A below).

2. PURCHASE PRICE. $ 177,815.00

A. APPROXIMATE CASH DOWN PAYMENT $ 177,815.00

B. AMOUNT OF THE LOAN(S) (described in Paragraph 5 below) $ _____

3. EARNEST MONEY. Buyer shall deliver $ 2,000.00 Earnest Money in the form of ☑ Check ☐ Cash ☐ Note ☐ Wire Transfer of Funds ☐ Other _____, no later than 7 days from Date of Acceptance of this Agreement to SOUTHWESTERN TITLE AND ESCROW ESPANOLA OFFICE, in accordance with New Mexico law. Earnest Money shall be applied to Purchase Price, down payment, and/or closing costs upon Funding Date. If the Earnest Money is deposited with a Brokerage Firm, the further disbursement of the Earnest Money to the escrow or Title Company shall be handled by separate agreement. Buyer's failure to timely deliver Earnest Money shall be considered a default of the Agreement.

4. PROPERTY.

A. DESCRIPTION.
LOT 1-B Silkey Way Espanola NM 87532
Address City State/Zip
"Lot 1-B as shown on the plat of survey recorded in the records of Rio Arriba County
Legal Description
Clerk as document number 200905407, recorded at Book 1 Page 101." or
see metes and bounds or other legal description attached as Exhibit A, Rio Arriba County(ies), New Mexico.

If the legal description of the Property is not complete or is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the Title Company which will issue the Title policy.

B. The Property will include the following, **(if owned by the Seller)** if they exist on the Property, free of liens, unless excluded in 4C: all appurtenances to the land including all buildings and structures within the boundaries of the Property, gates, auto gates, cattle guards, fences and any improvements erected upon or affixed to same; water tanks; fuel tanks; holding tanks or other trade fixtures; water systems, irrigation systems, irrigation equipment, outdoor lighting fixtures, outdoor heating, air conditioning, ventilating fixtures and systems; all personal property affixed or attached to the Property, including but not limited to smoke, fire, security and water conditioning systems;

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interior heating, ventilating and air conditioning systems; landscaping, landscaping sprinklers/drip irrigation equipment; and other _____

_____

C. The following items are excluded from the sale:

D. IMPROVEMENTS. At the time of this offer, the Property includes the following checked improvements. **BY ACCEPTANCE OF THIS AGREEMENT, THE SELLER WARRANTS THE EXISTENCE OF CHECKED IMPROVEMENTS.**

EXISTENCE OF IMPROVEMENTS IS NO GUARANTEE OF AVAILABILITY OF SERVICE, COST OR USE. SELLER DOES NOT WARRANT CONDITION OF IMPROVEMENTS. FOR NOTICE OF REQUIREMENTS REGARDING LIQUID WASTE SYSTEMS, SEE PARAGRAPH 14A.

IMPROVEMENT		IMPROVEMENT	
Private Well on Property Registered ☐ No ☐ Yes, Permit#_____		Natural Gas Line to Property	
Well House		Telephone Line to Property	
Well Equipment		Electricity Line to Property	
Shared Well		Transformer with without	
Community Water System		Electric Pedestal & Meter	
Water Stub-In		Television Cable Installed	
Water Line In Street		Private road from property line to nearest public street road highway	
Irrigation Infrastructure		Other roads	
Water Meter Installed		Public street road highway	
Private Septic System (see Paragraph 17)		Legal Access	✓
Sewer Stub-in		Paving Curbs, Gutters	
Sewer Line In Street		Sidewalks	
Shared Septic (see Paragraph 17)		Other:	
Propane Tank owned leased		Other:	

E. WATER RIGHTS. Neither Seller nor Broker makes any warranty with respect to water rights. Buyer is advised to consult an attorney to understand Buyer's rights and remedies. Seller ☑ will ☐ will not convey all water rights and ditch rights owned by Seller which are appurtenant to the Property, if any, without warranty. Seller grants permission and Buyer shall have the right to make inquiry with the Office of the State Engineer or any other appropriate government or community water authority to verify the existence of any water rights or ditch rights within the deadlines as indicated in Paragraph 17. If Buyer fails to make inquiry into the water rights or ditch rights and/or fails to notify Seller of any objections in writing within the period of time allowed, Buyer will be deemed to have waived Buyer's right to object and all water rights contingencies shall be deemed satisfied. Buyer ✓ Seller shall notify the Office of the State Engineer concerning all changes in ownership to the water rights related to this transaction. **Broker is not responsible for verifying these rights.**

F. MINERAL RIGHTS. Neither Seller nor Broker makes any warranty with respect to mineral rights. Buyer is advised to consult an attorney to understand Buyer's rights and remedies. Seller ☑ will ☐ will not convey all mineral rights owned by Seller which are appurtenant to the Property, if any, without warranty. Seller grants permission and Buyer shall have the right to obtain an ownership report or any other information pertaining to the mineral ownership of the Property and to review same to Buyer's satisfaction at Buyer's sole expense. Mineral, oil and gas rights under the surface of the land are the dominant property right under New Mexico law. If Buyer is purchasing surface rights only, Buyer is advised to consult a attorney to understand Buyer's rights and remedies, if

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any, in such matters. Buyer shall obtain a mineral ownership report and other information within _____ days after Seller has provided Buyer with a title insurance commitment. If Buyer fails to make inquiry into the mineral rights and/or fails to notify Seller or any objections in writing within the period of time allowed, Buyer will be deemed to have waived Buyer's right to object and all mineral rights contingencies shall be deemed satisfied. **Broker is not responsible for verifying these rights.**

G. OTHER RIGHTS. Neither Buyer nor Seller makes any warranty with respect to rights. Buyer is advised to consult an attorney to understand Buyer's rights and remedies. Description or explanation of any known Timber Rights, including zoning, appurtenant to the Property and whether they will be included in the sale:

H. APPROXIMATE ACREAGE.

i. Fee Simple 3.355 ACRES
Legal Description "Lot 1-B as shown on the plat of survey recorded in the records of Rio Arriba County Clerk as document number 200905407, recorded at Book 1 Page 101."

ii. Leases
BLM _____
Legal Description _____

U.S. Forest Service _____
Legal Description _____

State _____
Legal Description _____

Private _____
Legal Description _____

5. FINANCED OR CASH PURCHASE

A. ☐ **LOANS.** This Agreement is contingent upon Buyer's ability to obtain a loan in the amount stated above in Paragraph 2(B) of the following type:
☐ Conventional ☐ FHA ☐ VA ☐ Other: _____

i. Buyer ☐ has made written application for a loan, or ☐ agrees to make written application for a loan no later than _____ days after the Date of Acceptance

ii. Buyer agrees to provide Seller with a Pre-Qualification Letter from a lender no later than _____ days after the Date of Acceptance. Pre-Qualification Letter must stipulate that:

a) A written loan application has been made;
b) A credit report has been obtained and reviewed by a lender;
c) A preliminary loan commitment has been secured from the same lender;
d) Financing equal to the loan amount provided in Paragraph 2(B) of this Agreement is available to complete the transaction by the Settlement/Signing Date subject to contingencies provided for in this Agreement and underwriting approval.

If Buyer does not obtain a Pre-Qualification Letter within the timeframe stipulated above, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

iii. If Buyer changes lender after delivery of the Pre-Qualification Letter referenced in Paragraph 5(A)(ii), Buyer shall have the obligation to notify Seller in writing and provide a new Pre-Qualification Letter to Seller within two (2) days of changing lender. This new Pre-Qualification Letter must include the same stipulations as the original Pre-Qualification Letter as set forth in Paragraph 5(A)(ii) above. If Buyer does not obtain and deliver a new Pre-Qualification Letter within two (2) days of changing lender, the Seller has the option to terminate this Agreement. If Seller elects to terminate this Agreement, the Earnest Money will be refunded to Buyer.

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iv. Buyer will cooperate and act in good faith in obtaining final approval for the loan as outlined in the Pre-Qualification Letter referenced in Paragraph 5(A)(ii). If after issuing the Pre-Qualification letter, lender makes changes to the loan conditions and/or the loan program that adversely affect Buyer's ability to obtain the loan, increase Seller's costs or delay closing, Buyer shall have the obligation to notify Seller in writing within two (2) days of such occurrence and to include a copy of the lender requirement(s) with the notification. In that event, within three (3) days of receipt of Buyer's notification, Seller shall notify Buyer in writing of: (a) Seller's approval of such changes, or (b) Seller's decision to terminate the Agreement. If Seller terminates the Agreement per this paragraph, Earnest Money shall be refunded to Buyer. If Seller fails to notify Buyer of Seller's position within the three (3) days of receipt of Buyer's notification, Seller is deemed to have **rejected** of such change in lender requirement(s).

v. In the event the lender determines Buyer does not qualify for the loan, Buyer shall provide to Seller and Seller must receive a written rejection letter from the Buyer's lender prior to 11:59 p.m. ☐ on the day before; or ☐ _____ days before Settlement/Signing Date. In the event Seller does not receive such rejection letter within the timeframe set forth in this Subparagraph 5(A)(v), Buyer shall forfeit his Earnest Money to Seller.

Days are calculated as calendar days; however, for purposes of this subsection only (Paragraph 5(A)(v)), there shall be NO extension of time when the deadline for Seller to receive the lender's written rejection letter falls on a weekend day or a legal holiday. The definition of "days" for all other provisions of this Agreement is as set forth in Paragraph 26.

B. ☐ **SELLER FINANCING.** The approximate balance of $ _____ shall be financed by Seller and shall be secured by: ☐ Real Estate Contract ☐ Mortgage ☐ Deed of Trust ☐ Other: _____. Terms and conditions of the applicable instrument shall be attached as an addendum. For a Real Estate Contract, attach RANM Form 2402 - Real Estate Contract Addendum to Purchase Agreement. For a Mortgage or Deed of Trust, Attach RANM Form 2507 – Addendum to Purchase Agreement – Seller Financing, Mortgage or Deed of Trust.

C. ☑ **CASH PURCHASE:** Buyer shall purchase the subject Property for Cash. No later than __7__ days after the Date of Acceptance, Buyer shall provide Seller with verification of funds and proof satisfactory to Seller that Buyer has in Buyer's possession or control, the funds necessary to complete the transaction. This Agreement shall terminate in the event Buyer fails to provide timely proof of funds and Earnest Money ☑ shall ☐ shall not be refunded to Buyer.

6. ☐ **BUYER'S SALE, CLOSING AND FUNDING CONTINGENCY:** This Agreement is contingent upon the Closing and Funding of buyer's property located at _____ on or before _____, _____, subject to any applicable Buyer's Contingency addendum if attached as indicated below:

A. ☐ Buyer represents that his property is currently under contact for sale. ☐ **Check if** RANM Form 2503A - Buyer's Closing and Funding Addendum is attached; OR

B. ☐ Buyer represents that Buyer's Property is NOT yet under contract for sale. ☐ **Check if** RANM Form 2503, Buyer's Sale Contingency Addendum is attached.

7. APPRAISAL.

A. IF CASH OR SELLER FINANCED TRANSACTION.

i. Buyer ☑ does ☐ does not require an appraisal. **INITIALS: Buyer** _____ _____.

ii. If Buyer is requiring an appraisal, Buyer shall select the appraiser unless otherwise agreed to in writing. ☑ Buyer ☐ Seller shall pay for the appraiser.

B. APPRAISAL CONTINGENCY. It is expressly agreed that notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise if the Purchase Price is greater than the Appraisal. This Appraisal Contingency applies to the following:

i. All conventional and other non-FHA/VA loans requiring an appraisal;

ii. Cash and seller-financed purchases if the Buyer requires an appraisal as indicated in Paragraph 7(A) above; and,

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iii. FHA/VA loans unless the Buyer has been given in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the approved value of the Property of not less than the Purchase Price as set forth in Paragraph 2 of this Agreement.

NOTE: The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself that the price and condition of the Property are acceptable.

C. OPTIONS AVAILABLE IN THE EVENT PURCHASE PRICE IS GREATER THAN APPRAISAL.

i. Buyer shall have the privilege and option of proceeding with consummation of the Agreement without regard to the amount of the appraised valuation provided Buyer delivers written notice to Seller of such election within three (3) days of receipt of said appraised valuation ("3-day Period"). If Buyer fails to notify Seller of his intent to proceed within the 3-day Period, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR

ii. The parties may negotiate a new Purchase Price. If the parties cannot agree to a new Purchase Price within five (5) days of Seller's receipt of Buyer's notification of the Appraisal, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR

iii. Buyer may terminate this Agreement. In this event, Earnest Money shall be refunded to Buyer.

8. CLOSING. *"Closing" is defined as a series of events by which Buyer and Seller satisfy all of their obligations in the Agreement. Closing is not completed until all parties have completed all requirements as stated below, as well as all other obligations under this Agreement. Any amendment of the following dates* ***MUST BE*** *in writing and unless otherwise provided for in this Agreement, signed by both parties. The parties further acknowledge that Seller shall not receive the proceeds of sale until all the events stated under "Funding Date" have been completed.*

A. SETTLEMENT/SIGNING DATE: On May 3 2019 (as set forth in Paragraph 1).

i. Buyer and Seller shall sign and deliver to the responsible closing officer all documents required to complete the transaction and to perform all other closing obligations of this Agreement on or before the Settlement/Signing Date.

ii. Buyer and Seller shall provide for the delivery of all required funds, exclusive of lender funds, if any, using wired, certified or other "ready" funds acceptable to the closing officer, on or before the Settlement/Signing Date.

B. FUNDING DATE (Completion of Closing): on or before May 3 2019. The Funding Date is the date that the closing officer has funds available to disburse to all parties after recording all documents required to complete the transaction. Seller shall provide all existing keys, security system/alarm codes, gate openers and garage door openers to Buyer on the Funding Date.

If the Buyer is obtaining a loan for the purchase of the Property, it is the Buyer's responsibility to ensure that Buyer's lender makes available to the closing officer, wired, certified or other "ready" funds with written instructions to disburse funds, on or before the Funding Date. The failure of Buyer's lender to make funds available on or before the Funding Date, shall be deemed a default of this Agreement by the Buyer

9. POSSESSION DATE.

A. Seller shall deliver possession of the Property to Buyer on the Possession Date as set forth below:

☑ "Funding Date" above at 5:00 p.m.; or May 3 2019

☐ Other:_____

B. Unless otherwise agreed to in writing between the parties, upon Possession Date, Seller shall have all his personal belongings removed from the Property. In the event Seller fails to do so, Buyer shall not be responsible for storage of Seller's personal property, may dispose of Sellers personal property in any manner Buyer deems appropriate, in Buyer's sole discretion, and shall not be liable to Seller for the value of Seller's personal property.

C. If Possession Date is other than "Funding Date", then Buyer and Seller shall execute a separate written agreement outlining the terms agreed to by the parties. (See RANM Form 2201- Occupancy Agreement – Buyer or RANM Form 2202 – Occupancy Agreement - Seller).

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10. COSTS TO BE PAID. Buyer or Seller will pay the following marked items:

LOAN RELATED COSTS AND FEES	Buyer	Seller	Not Required	TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Appraisal Fee	X			Closing Fee	1/2	1/2	
Appraisal Re-inspection Fee			X	Pro-Rata Data Search	EACH	EACH	
Credit Report			X	Legal Document Preparation	EACH	EACH	
Loan Assumption /Transfer			X	Special Assessment Search	EACH	EACH	
Origination Charge: up to ☐$ ☐%			X	Buyer Recording Fees	X		
Points – Buydown			X	Seller Recording Fees		X	
Points - Discount			X	Other:			
Tax Service Fee			X				
Flood Zone Certification			X	Other:			
Other:							
				POLICY PREMIUMS			
Other:				Title Commitment		X	
				Standard Owner's Policy		X	
PREPAIDS REQUIRED BY LENDER				Mortgagee's Policy			X
Flood Insurance			X	Mortgagee's Policy Endorsements			X
Hazard Insurance			X	Other:			
Interest			X				
PMI or MIP			X	Other:			
Taxes			X				
Other:				**MISCELLANEOUS**			
				Survey (Paragraph 18)		X	
Other:				Impact Fees			X
				Transfer Fees (e.g. HOA, etc)			X
				Certificate Fee (e.g. HOA)			X
				Other:			
				Other:			

Buyer agrees to pay all other allowed direct loan costs.

11. ☐ IRS 1031 TAX-DEFERRED EXCHANGE. ☐ Buyer ☐ Seller intends to use this Property to accomplish a 1031 Tax-Deferred Exchange. The parties agree to cooperate with one another in signing and completing any documents required. The exchanging party agrees that the other party will bear no additional expense.

12. PRORATIONS. Seller shall be responsible for disclosing all applicable property specific fees, or lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated through Settlement/Signing Date. Any equipment rental or contract service agreement (e.g. alarm system, satellite system, propane and tank, private refuse collection, road maintenance, etc) shall be handled directly between the Buyer and Seller; the title or escrow company shall not be responsible for proration thereof.

13. ASSESSMENTS. For all bonds, impact fees and assessments other than PID assessments (collectively "assessments"), Buyer shall have 5 **days** after receipt of the title commitment to object in writing to the amounts of such assessments and to terminate this Agreement ("Objection Date"). In the event Buyer submits written objections by the Objection Date, the Earnest Money shall be refunded to the Buyer. If Buyer fails to notify Seller of Buyer's objections by the Objection Date, Buyer shall be deemed to have accepted the amounts of any assessment and shall have waived his right to terminate this Agreement based thereon. In the event Buyer does not object, Buyer shall assume all assessments that are part of or paid with the property tax bill. If other assessments are a lien upon the Property, the current installment shall be prorated through Settlement/Signing Date. Buyer shall assume future installments. Buyer shall pay all future assessments for improvements. NOTE: If Property is located in a PID, then PRIOR TO entering into this Agreement, Seller must provide a PID Disclosure to Buyer. See Paragraph 17 (A).

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14. EXAMINATION OF TITLE; LIENS; DEED.

A. ☐ BUYER ☑ SELLER shall order a title commitment from SOUTHWESTERN TITLE AND ESCROW, ESPANOLA OFFICE (Title Company) within 3 days after the Date of Acceptance. After receipt of the title commitment and all documents referred to therein, Buyer shall have 3 days ("Review Period") to review and object to title exceptions. Exceptions to the title, including the Standard Exceptions, shall be deemed approved unless Buyer delivers written objections to the Seller within the Review Period. If Seller is unwilling or unable to remove such exception(s) before the Settlement/Signing Date, Seller shall provide written notice to Buyer within 3 days after receipt of Buyer's objection and Buyer may choose to close subject to exceptions, remove the exceptions at Buyer's expense or terminate this Agreement. If Buyer terminates this Agreement, Earnest Money shall be refunded to Buyer.

B. Seller shall satisfy any judgments and liens, including but not limited to, all mechanics' and materialmen's liens of record on or before Funding Date and shall indemnify and hold Buyer harmless from any liens filed of record after Settlement/Signing Date and which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller's agents, unless otherwise agreed to in writing.

C. Seller shall convey the Property by ☑ General Warranty Deed ☐ Special Warranty Deed ☐ Other Deed (describe) _____ subject only to any matters identified in the title commitment and not objected to by Buyer as provided in Paragraph 14A. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required under Paragraph 18.

15. FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold ten percent (10%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to RANM Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

Prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold ten percent (10%) of the amount realized from the sale of the Property for remittance to the IRS in accordance with FIRPTA.

16. INSURANCE CONTINGENCY/ APPLICATION.

A. APPLICATION. Buyer shall make application for insurance within _____ days after Date of Acceptance of this Agreement. If the Buyer fails to make application to the insurance company within the agreed time, this insurance contingency shall be deemed waived.

B. CONTINGENCY. Provided the Contingency Deadline as set forth below in Paragraph 16(C) is met, this Agreement is conditioned on the following:

i. Buyer's ability to obtain a property insurance quote on the Property at normal and customary premium rates; AND,

ii. Seller's claim history having no impact on the Buyer's insurance in the future.

Buyer understands that an insurance company may cancel or change the terms of insurance policy/quote for any reason prior to close of escrow or within sixty days after issuance of the policy/quote (which generally occurs at close of escrow).

C. CONTINGENCY DEADLINE. The Insurance Contingency set forth in Paragraph 16(B) above shall be deemed satisfied, unless within _____ days after Date of Acceptance of this Agreement, Buyer gives written notice to Seller that one or more of the above insurance contingencies cannot be satisfied along with documentation from the insurance provider stating the same. ("Contingency Deadline"). In the event Buyer delivers such notice and documentation to Seller by the Contingency Deadline, the Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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17. DISCLOSRES AND DOCUMENTS.

A. **PUBLIC IMPROVEMENT DISTRICT ("PID").** Is this Property located in a PID? ☐ Yes ☑ No If the answer is "Yes", SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING THE PID HAVE BEEN MADE TO THE BUYER.
____ ____**Buyer(s) Initials Required.** Buyer(s) hereby acknowledge receipt of the PID Disclosure on the Property. See RANM Form 4550 - Public Improvement District Disclosure Form and RANM Form 4500 – Information Sheet Public Improvement District.

B. **HOMEOWNERS' ASSOCIATION ("HOA").** Is the Property located in a HOA? ☐ Yes ☑ No If the answer is Yes", Seller is required to provide Buyer with specific documents pertaining to the Property and HOA. See RANM Form 4600 – Information Sheet Homeowners' Association, RANM Form 4650 – Seller's Disclosure of Homeowners' Association Documents and RANM Form 4700 - Homeowners' Association Request for Disclosure Certificate.

C. **SEPTIC SYSTEM.** Does the Property include an on-site liquid waste system? ☐ Yes ☑ No If the answer is "Yes", the transfer of the Property is subject to regulations of the New Mexico Environment Department governing on-site liquid waste systems which includes the requirement that Seller have an inspection conducted by a licensed Septic system inspector prior to transfer. Attach RANM Form 5120A - Septic System Contingency Addendum. See RANM Form 2308 – Information Sheet Septic Systems.

D. **WELLS.** Does the Property include a well? ☐ Yes ☑ No If the answer is "Yes", is the well ☐ Private Domestic Well ☐ Shared Domestic Well ☐ Other _____.
Transfer of Property with a well is subject to the regulations of the New Mexico Office of the State Engineer, which includes the requirement that the State Engineer's Office be notified when a well changes ownership. See RANM Form 2307 – Information Sheet Water Rights & Wells.

E. **DOCUMENTS.** As used in this Subparagraph 17(H), the Delivery Deadline is the date by which Seller shall provide and Buyer must receive any documents, reports or surveys specified.

DOCUMENTS	DELIVERY DEADLINE	OBJECTION DEADLINE	RESOLUTION DEADLINE
Property Disclosure Statement	5 DAYS AFTER ACCEPTANCE	10 DAYS AFTER ACCEPTANCE	15 DAYS AFTER ACCEPTANCE
Road Documents			
Water Rights Documents	10 DAYS AFTER ACCEPTANCE	15 DAYS AFTER ACCEPTANCE	20 DAYS AFTER ACCEPTANCE
Well Documents: See RANM Form 2307 Information Sheet – Water Rights & Wells. (Including but not limited to: well permit, well log, shared well agreement and Change of Ownership Information notification.)	NA	NA	NA
Lease Agreements	NA	NA	NA
Permits	NA	NA	NA
Homeowner Association (HOA) Documents	NA	NA	NA
Homeowner Association (HOA) Disclosure Certificate Must be delivered to Buyer no less than seven (7) days before the Settlement/Signing Date.	NA	_____ Date Buyer has no less than seven (7) days from receipt of the HOA Disclosure Certificate to object	
CCR's – Restrictive covenants	NA	NA	NA
Other:			
Other:			

18. SURVEYS OR IMPROVEMENT LOCATION REPORT (ILR). Buyer has the right to have performed the survey or ILR selected below or the right to accept an existing one. Unless otherwise agreed in writing, the party paying for the survey or ILR as indicated in Paragraph 10 shall select the surveyor and order the survey or ILR.
☐ Improvement Location Report ☐ Metes & Bounds Description ☐ Staked Boundary Survey ☐ American Land Title Association Survey (ALTA) ☐ Flood Plain Designation ☑ Other: AS REQUIRED BY TITLE CO

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A. Survey or ILR shall be delivered to Buyer(s) no later than: _____, _____ or 25 days from Date of Acceptance. ("Delivery Deadline")
B. Objections to be delivered to Seller(s) no later than: _____, _____ or 28 days from Date of Acceptance. ("Objections Deadline")
C. All objections to be resolved no later than: _____, _____ or 31 days from Date of Acceptance. ("Resolution Deadline")
D. **OBJECTION/RESOLUTION:** Paragraph 20 (H) and (I) shall govern Buyer's right to object to the Survey or ILR performed and resolution of Buyer's objection.

19. BUYER'S REPRESENTATIONS. Buyer warrants that prior to entering into this Agreement, he has thoroughly investigated the neighborhood and the areas surrounding the property, to include, but not be limited to investigation of the following: the existence of registered sex offenders or other persons convicted of crimes that may reside in the area; and the presence of any structures located, businesses operating or activities conducted in the area that, in Buyer's opinion, affects the value or/and desirability of the property. By entering into this Agreement, Buyer represents he is satisfied with the neighborhood and surrounding areas.

20. INSPECTIONS. THE PARTIES ARE ENCOURAGED TO EMPLOY COMPETENT AND, WHERE APPROPRIATE, LICENSED PROFESSIONALS TO PERFORM ALL AGREED UPON INSPECTIONS OF THE PROPERTY.

A. BUYER DUTIES AND RIGHTS.

i. BUYER'S DILIGENCE, ATTENTION AND OBSERVATION. The Buyer has the following affirmative duties:

a) To conduct all due diligence necessary to confirm all material facts relevant to Buyer's purchase of the Property;
b) To assure himself that the Property Buyer is purchasing is exactly what Buyer is intending to purchase;
c) To make himself aware of the physical condition of the Property through his own diligent attention and observation;
d) To investigate the legal, practical and technical implications of all disclosed, known or discovered facts regarding the Property and;
e) To thoroughly review all written reports provided by professionals and discuss the results of such reports and inspections with the professionals who created the report and/or conducted the inspection.

ii. RIGHT TO CONDUCT INSPECTIONS. The Buyer is advised to exercise all his rights under and in accordance with this Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that he deems necessary. These inspections may include, but are not limited to the following: well equipment (pumps, pressure tanks, lines), well potability tests, well water yield tests, sewer line inspections, Septic inspections, phase one environmental and soil tests. The Buyer's right to object to inspections and terminate the Agreement based on inspections is set forth in Paragraph 20H. Buyer is advised to thoroughly review those rights.

iii. MEASUREMENT. BUYER IS AWARE THAT ANY REFERENCE TO THE MEASUREMENT OF THE PREMISES, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF MEASUREMENT IS A MATERIAL MATTER TO THE BUYER, THE BUYER MUST INVESTIGATE THE MEASUREMENT DURING THE INSPECTION PERIOD.
_____ _____ Buyer Initials Required.

B. SELLER'S DUTY TO DISCLOSE. Seller is required to disclose to Buyer any adverse material defects known to him about the Property. However, Seller does not have an obligation to inspect the Property for the Buyer's benefit or to repair, correct or otherwise cure known defects that are disclosed to Buyer or previously unknown defects that are discovered by Buyer or Buyer's inspectors. Seller shall make the Property available to Buyer for inspections.

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C. AVAILABILITY OF UTILITIES FOR INSPECTIONS.

☐ Buyer ☐ Seller shall be responsible for paying any charges required by the utility companies to have utilities turned on for inspection purposes. In no event shall Buyer be responsible for bringing the Property up to code or for paying unpaid utility bills.

D. INSPECTOR SELECTION. NOTWITHSTANDING PARAGRAPH 20, UNLESS OTHERWISE AGREED TO IN WRITING, THE BUYER SHALL SELECT ALL INSPECTORS AND ORDER ALL INSPECTIONS. THE SELLER DOES NOT HAVE THE RIGHT TO SELECT THE INSPECTOR BY AGREEING TO PAY FOR THE INSPECTION.

E. PAYMENT OF INSPECTIONS. BUYER SHALL PAY FOR ALL INSPECTIONS EXCEPT THE FOLLOWING, WHICH SHALL BE PAID BY SELLER.

F. INSPECTION DEADLINES. Unless otherwise provided for in this Agreement, the following applies:

i. **Delivery Deadline:** Inspections to be completed and reports delivered to Buyer(s) no later than: _____, _____ or 15 days from Date of Acceptance.

ii. **Objection Deadline:** Objections to be delivered to Seller(s) no later than: _____ , _____ or 20 days from Date of Acceptance.

iii. **Resolution Deadline:** Written agreement for resolution of all objections to be agreed upon no later than: _____, _____ or 25 days from Date of Acceptance.

G. WAIVER OF INSPECTIONS. Buyer to initial if applicable.

_____ _____ **Buyer waives ALL inspections unless required by law or Buyer's lender.**

_____ _____ **Buyer waives ALL inspections.**

_____ _____ **Buyer waives the following inspections:**_____

_____

H. BUYER'S OBJECTIONS.

i. If Buyer has reasonable objections to any report or unsatisfactory condition disclosed by any document (Paragraphs 17), survey or ILR (Paragraph 18) and/or inspection (Paragraph 20), **then no later than the applicable Objection Deadline**, Buyer may request that Seller cure Buyer's objections (RANM Form 5109 – Objection, Resolution, and Waiver Amendment to Purchase Agreement) or Buyer may terminate this Agreement (RANM Form 5105 – Termination Agreement). Buyer's objections or termination must be in writing and include a copy of the document, survey and/or inspection report on which Buyer's objection or termination is based. Buyer's failure to deliver to Seller his objection or termination by the Objection Deadline shall be deemed a waiver of both Buyer's right to object and the applicable inspection contingency.

ii. If Seller is responsible for ordering a report or document, and Buyer does not receive that report or document by the Delivery Deadline, Buyer and Seller may agree to extend the Objection and Resolution Deadlines or Buyer may terminate the Agreement. If Buyer elects to terminate, Earnest Money shall be refunded to Buyer.

iii. If Buyer is responsible for ordering a report or document, and fails to do so in a timely manner, so that Buyer does not have the report or document by the Objection Deadline, Buyer may not use the failure to receive the report or document as the rationale for terminating the Agreement.

I. RESOLUTION. Upon receipt of Buyer's objections, Seller may agree to Buyer's requested cure, provide an alternative cure, or refuse to correct/address Buyer's objections. If Buyer and Seller are unable to reach a Resolution to Buyer's objections by the Resolution Deadline, then **THIS AGREEMENT SHALL TERMINATE** and all Earnest Money shall be refunded to Buyer.

J. OBJECTIONS COMPLETION. In the event Seller agrees to complete or pay for any repairs prior to closing, Seller shall complete the repairs no later than 5 days prior to Settlement/Signing Date.

K. REASONABLE ACCESS; DAMAGES. Seller shall provide reasonable access to Buyer and any inspectors. The party selecting the inspector shall be liable for any damages that occur to the Property as a result of such inspection.

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21. DISCLAIMER. The Property is sold in its current condition including, but not limited to, the nature, location, amount, sufficiency or suitability of the following: current or future value; future income to be derived therefrom; current or future production; condition; size; location of utility lines; location of sewer and water and lines; availability of utility services or the possibility of extending improvements (paving, sewer, water, utilities, access) to the Property; easements with which the Property is burdened or benefited; lot boundaries; adjacent property zoning; physical and legal access; soil conditions; permits, zoning, or code compliance; lot size or acreage; improvements; and water rights. **Broker has not investigated and is not responsible for the forgoing aspects of the Property, among which lot size, and acreage may have been approximated, but are not warranted as accurate.** Buyer shall have had full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer's choosing prior to settlement and is purchasing Property based solely upon Buyer's inspection and judgment and not by reason of any representation made to Buyer by Seller or Broker unless expressly set forth in this Agreement or Disclosure Statements. Buyer and Seller acknowledge that Brokers' only role in this transaction is to provide real estate advice to Broker's respective client and/or customer and real estate information to the parties. For all other advice or information that may affect this transaction, including but not limited to financial and legal advice, the parties shall rely on other professionals.

____ ____Buyer(s) Initials. ____ ____Seller(s) Initials.

22. MAINTENANCE. Until the Possession Date, Seller shall maintain the Property and all aspects thereof, including, but not limited to the following: solar; Septic systems; well and well equipment. Until the Property is delivered, Seller shall maintain the Property. Seller shall deliver the Property, all of the foregoing, and all other aspects thereof to Buyer in the same condition as of the Date of Acceptance, the following items are specifically excluded from the above:

_____

_____

23. PRE-CLOSING WALK THROUGH. Within _____ days prior to Settlement/Signing Date, Seller shall allow Buyer and Buyer's Inspector(s) reasonable access to the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed and the Property is in the same condition as on the Date of Acceptance. See RANM Form 5110 - Walk-Through Statement.

24. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES. The parties ☑ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

25. ASSIGNMENT. Buyer ☑ may ☐ may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.

26. DEFINITIONS. The following terms as used herein shall have the following meanings:

A. **APPRAISAL** means a current estimated market value of the Property as established by a licensed real estate appraiser. In the event the Buyer is obtaining a loan, the term refers to an appraisal conducted by a real estate appraiser approved by the lender.

B. **BROKER** includes the Buyer's and Seller's brokers.

C. If a specific **DATE** is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.

D. **DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.

E. **DAY(S)** shall be determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.

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F. **DELIVERED** means personally delivered or mailed postage pre-paid, or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.

G. **DEADLINES.** Any "deadline(s)" can be expressed either as a calendar date (See Paragraph 26(C)) or as a number of days (See Paragraph 26(E)).

H. **ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.

I. **ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.

J. **ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

K. **MASCULINE** includes the feminine.

L. **RESOLUTION** means the Buyer and Seller have a written agreement regarding how all Buyers' objections shall be resolved.

M. **SINGULAR** includes the plural.

N. **STANDARD EXCEPTIONS** means those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These printed exceptions are matters outside the title company's search of the public records, and therefore special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.

27. RISK OF LOSS. Prior to Funding Date, Seller shall bear the risk of fire or other casualty, and in the event of loss, Buyer shall have the option (to be exercised by written notice to Seller within **5 days** after receipt of notice of loss) of terminating this Agreement and receiving a refund of the Earnest Money or closing and receiving assignment of Seller's portion of the insurance proceeds, if any, at Funding Date. If Buyer fails to timely notify Seller of Buyer's election, Buyer shall be deemed to have elected to proceed to Closing.

28. FLOOD HAZARD ZONE. If the Property is located in an area which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.

29. MEDIATION. If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.

30. EARNEST MONEY DISPUTE. Generally, title or escrow companies will not release Earnest Money without first receiving an Earnest Money Distribution Agreement signed by all parties to this Agreement (RANM Form 5105B). If the parties cannot come to an agreement on the how Earnest Money shall be distributed, Paragraph 29 shall apply. If the parties cannot reach a resolution through mediation and proceed to litigation, at the conclusion of the litigation the court shall issue a judgment setting forth how Earnest Money shall be apportioned. Either party may present this judgment to the title or escrow company for distribution of the Earnest Money in accordance with the judgment. Parties to all Earnest Money disputes are urged to review RANM Form 2310 – Earnest Money Dispute Information Sheet, and to consult an attorney to fully understand all their rights and remedies.

31. DEFAULT. Any default under this Agreement shall be treated as a material default, regardless of whether the party's action or inaction is specifically classified as a default herein. Additionally, time is of the essence and failure of a party to timely make payment, perform or satisfy any other condition of this Agreement in accordance with this Agreement shall be considered a material default. Generally, a material default relieves the non-defaulting party from further performance under this Agreement; however, the non-defaulting party may elect *not* to terminate this Agreement.

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If the non-defaulting party elects to terminate this Agreement, he may also elect to retain the Earnest Money and pursue any additional remedies allowable by law, including specific performance. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party remains responsible for all obligations under this Agreement and retains all rights and remedies available under this Agreement.

32. ATTORNEY FEES AND COSTS. Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.

33. FAIR HOUSING. Buyer and Seller understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age (this covers protection for people with children under age 18 or pregnant women), color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.

34. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which will together constitute one and the same instrument.

35. GOVERNING LAW AND VENUE. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.

36. SEVERABILITY. If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

37. MULTIPLE BUYERS. Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.

38. AUTHORITY OF SIGNORS. If Buyer or Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants his authority to do so and to bind the Buyer or Seller.

40. BUYER AND SELLER AUTHORIZATIONS. Unless otherwise instructed in writing, Seller and Buyer hereby authorize the Title Company, Lender, Escrow Agent and their representatives to provide a copy of any and all loan estimates, closing disclosures, other settlement statements and title documents with respect to the real estate transaction that is the subject of this Agreement to the Seller's and Buyer's respective Brokers. This does not authorize the delivery of any Buyer documents to Seller's broker or vice-versa. Each party further authorizes his/her respective Broker to be present for the Closing.

41. SURVIVAL OF OBLIGATION. The following paragraphs will survive Closing of the Property: 4D, 9, 11-13, 19, 20, 21, 26, 29, 30-32, 35, 36 and 41.

42. ENTIRE AGREEMENT AND AMENDMENTS IN WRITING. The parties understand that this offer, if accepted in writing by Seller and delivered to Buyer, constitutes a legally binding contract. This Agreement together with the following addenda and any exhibits referred to in this Agreement contains the entire Agreement of the parties and

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supersedes all prior agreements or representations with respect to the Property which are not expressly set forth herein unless **THIS AGREEMENT MAY BE MODIFIED ONLY BY *WRITTEN AGREEMENT* OF THE PARTIES.**

- ☑ Addendum No. ONE (RANM Form 5101)
- ☐ Buyer's Sale Contingency Addendum (RANM Form 2503)
- ☐ Buyer's Closing & Funding Sale Contingency (RANM Form 2503A)
- ☐ Real Estate Contract Addendum (RANM Form 2402)
- ☐ Other _____
- ☐ Public Improvement District Disclosure (RANM Form 4550)
- ☐ Septic System Contingency Addendum (RANM Form 5120A)
- ☐ Seller's Financing, Mortgage or Deed of Trust Addendum (RANM Form 2507)
- ☐ Other _____

43. EXPIRATION OF OFFER. This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer's Broker on or before _____, at _____ ☐ a.m. ☐ p.m. Mountain Time. NOTE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE AGREEMENT TO BUYER, BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.

OFFER BY BUYER

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

Buyer Signature	Offer Date	Time
Buyer Signature	Offer Date	Time
Anthony J. Mortillaro, Executive Director	anthonym@ncrtd.org	
Buyer Name (Print)	Email Address	
NORTH CENTRAL REGIONAL TRANSIT DISTRICT	anthonym@ncrtd.org	
Buyer Name (Print)	Email Address	

Buyer Address	City	State	Zip Code
505-629-4713	505-690-7782		
Buyer Home Phone	Buyer Cell Phone	Buyer Business Phone	Buyer Fax

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Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof. Seller *(select one):*

☐ **SELLER ACCEPTS** this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

SELLER

Seller Signature		Offer Date	Time
Seller Signature		Offer Date	Time
VERNON AKES, President		vdakes@aol.com	
Seller Name (Print		Email Address	
SILKEY BELLE CORPORATION		vdakes@aol.com	
Seller Name (Print		Email Address	
7316 Laguna Niguel NE		Albuquerque	NM 87109
Seller Address		City	State Zip Code
	505-550-4238		
Seller Home Phone	Seller Cell Phone	Seller Business Phone	Seller Fax

☐ **REJECTS & SUBMITS** a Counteroffer (RANM Form 5102).

☐ **REJECTS & SUBMITS** an Invitation to Offer (RANM Form 5103).

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTER OFFER, OR IS REJECTING THIS OFFER AND SUBMITTING AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT. BUT SHOULD INITIAL ALL PAGES.

INITIALS: SELLER _____ _____

☐ **REJECTS** this offer.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES

INITIAL HERE: SELLER ____ ____

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**THE FOLLOWING IS PROVIDED FOR INFORMATION PURPOSES ONLY.
BROKER'S ARE NOT PARTY TO THIS AGREEMENT.**

BUYER'S BROKER

Buyer's Broker Name | Buyer's Broker's NMREC License No.

If different, Buyer's Broker's Qualifying Broker's Name | Buyer's Broker's Qualifying Broker's NMREC License No.

Buyer's Brokerage Firm | Office Phone | Fax

Buyer's Brokerage Address | City | State | Zip Code

Email Address | Broker is is not a REALTOR®

SELLER'S BROKER

Emery Maez | 20286

Seller's Broker Name | Seller's Broker's NMREC License No.

If different, Seller's Broker's Qualifying Broker's Name | Seller's Broker's Qualifying Broker's NMREC License No.

Seller's Brokerage Firm | Office Phone | Fax

Seller's Brokerage Address | City | State | Zip Code

emery.maez@gmail.com | Broker ✓ is is not a REALTOR®

Email Address

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NEW MEXICO ASSOCIATION OF REALTORS®
ADDENDUM TO PURCHASE AGREEMENT - 2019
ADDENDUM NO. ONE

This Addendum is part of the ☐ Residential ☐ Commercial ☑ Vacant Land ☐ Farm and Ranch Purchase Agreement dated _____ between Anthony J. Mortillaro, Executive Director NORTH CENTRAL REGIONAL TRANSIT DISTRICT ("Buyer") and VERNON AKES, President SILKEY BELLE CORPORATION ("Seller") and relating to the following Property:

LOT 1-B Silkey Way — Espanola — 87532
Address — City — Zip Code

"Lot 1-B as shown on the plat of survey recorded in the records of Rio Arriba County
Legal Description

or see metes & bounds description attached as Exhibit A, Rio Arriba County, New Mexico.

Buyer and Seller agree as follows:

1. Emery Maez is not acting as Buyer Agent role.
2. The date of acceptance will be April 5, 2019 or upon approval of the Purchase Agreement by NCRTD Board.
3. The Earnest Money will be delivered to Southwestern Title and Escrow, Espanola office, 7 days after date of acceptance.
4. Proof of funds will be delivered to Seller's Broker 4 days after date of acceptance.
5. Legal Access will be as shown on the plat as reference in the Legal description.
6. Item 32. ATTORNEY FEES AND COSTS. Will be eliminated from this agreement.
7. Item 4.E. PROPERTY. WATER RIGHTS. Seller will assist in the transfer of the Water Rights by ensuring that the allocated Water Rights are in the correct ownership at the NM STATE ENGINEER OFFICE and at the Santa Cruz Ditch Association.

The Purchase Agreement referred to above is incorporated by reference into this Addendum.

Buyer Signature	Anthony J. Mortillaro, Executive Director	Date	Time
Buyer Signature	NORTH CENTRAL REGIONAL TRANSIT DISTRICT	Date	Time
Seller Signature	VERNON AKES, President	Date	Time
Seller Signature	SILKEY BELLE CORPORATION	Date	Time

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NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET
WATER RIGHTS AND DOMESTIC WELLS – 2019

IMPORTANT GENERAL INFORMATION AND DISCLAIMER
This is neither a disclosure nor a warranty concerning any specific property.

WATER RIGHTS:
A Property may or may not include water rights. **Title to water rights, their location and permitted use, and applicable restrictions should be independently verified by an expert employed by the Buyer (such as an engineer, hydrologist, or qualified attorney).** Water rights of record are subject to court decisions, laws, ordinances, rules, and regulations and compacts of the State of New Mexico and local governing bodies, including Ditch Associations and Conservancy Districts, and may also be subject to private contracts. Existence of water rights does not assure that water actually is or will be available or that legal or physical access to the water is available. Water rights that exist at the time of a purchase may be limited, altered or extinguished in the future as a result of court decisions, laws, ordinances, or regulations. **Title insurance does not generally cover water rights.** Buyer must complete specific legal procedures to transfer or develop water rights.

DOMESTIC WELLS:
If a Property is not connected to a public water system, it may use a private, shared, or community well. Domestic wells fall under the jurisdiction of the Office of the State Engineer (OSE). The following information is based on OSE requirements. **PLEASE NOTE: Additional county and/or municipal ordinances and restrictions may apply to domestic well permitting and usage. This form is NOT all inclusive of the regulations governing domestic wells. Buyer and Seller should familiarize themselves with all current state and local regulatory requirements prior to entering into a contract.**

DOMESTIC HOUSEHOLD USAGE:
The drilling of a domestic well and the amount and use of water permitted are subject to such additional or more restrictive limitations imposed by a court, by lawful municipal or county ordinance, or by the OSE, such as but not limited to by the OSE's orders or administrative guidelines. The maximum permitted diversion of water from a domestic well that is not subject to additional or more restrictive limitations shall be as follows. **For wells drilled on or after August 15, 2006, the maximum household usage per domestic well is one-acre-foot per year.** For wells serving a single household permitted and drilled prior to August 15, 2006, the maximum household usage per well is three-acre-feet per year. The maximum usage for wells serving multi-households is one-acre-foot per household per year with a cumulative maximum of three-acre-feet per shared well per year (regardless of the date the well was permitted and/or drilled). While not required by State regulations, some counties have ordinances that require that single-household wells be metered.

FINES FOR EXCEEDING MAXIMUM DIVERSION:
The owner of a well who exceeds maximum diversion shall repay (in water) twice the amount of the over-diversion during the following calendar year in a manner acceptable to the OSE.

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NEW MEXICO ASSOCIATION OF REALTORS®
INFORMATION SHEET
WATER RIGHTS AND DOMESTIC WELLS – 2019

WELL MUST BE PERMITTED IN CURRENT OWNER'S NAME:
In order to comply with New Mexico law, domestic wells must be permitted in the current Property owner's name. If a well is not permitted in the current owner's name, the current owner of the Property on which the well is located must retrieve warranty deeds or other instruments of conveyance from the County Clerk's Office for each transfer of the Property from the time beginning with the last owner of the domestic well as recorded with the OSE to the present. These deeds or other instruments of conveyance must be submitted to the OSE, along with change of ownership notification, in order for the well to be permitted in the current Property owner's name.

REQUIREMENTS UPON TRANSFER:
The transfer of Property with a domestic well is subject to the regulations of the OSE which were amended effective August 15, 2006. Among other requirements, the regulations require that the OSE be notified when a domestic well changes ownership. Under New Mexico law, new owners of a Property with a domestic well must file a change of ownership notification with the OSE. The form must contain all information conforming with water rights or record filed with the OSE and must be accompanied by a copy of the warranty deed or other instrument of conveyance. The new owner must also record a copy of the "Change of Ownership" form filed with the OSE and with the County Clerk's Office of the County in which the water right is located.

WELL-SHARE AGREEMENTS:
A shared or community well may be subject to written "of record" or unwritten agreements governing water usage, maintenance and repair, testing, easements, periodic charges and reserves, etc. A Buyer should carefully review any such agreements with an attorney.

WELL SERVING MULTIPLE HOUSEHOLDS:
A well serving multiple households must be permitted in the name of the person who owns the property on which the well is located. The permit holder must place a meter on the well and must file quarterly meter readings with the OSE. The permit holder of a well serving multiple households is also required to provide notice to the OSE of the following: the number of households being served by the well; the owners' contact information for each household being served by the well; and, a Legal description of the property of record for each household being served by the well. A copy of the Well-Share Agreement may be filed to support a claim that a well is serving more than one household. A copy of the Well-Share Agreement should be filed with the County Clerk's Office in the county where the well is located.

DEVELOPER PERMITS:
Developers may obtain a permit that allows them to use the water from a domestic well for construction resale purposes until the home is sold. Once sold, the developer-owner must provide the Buyer with notice in writing of the requirement to file a "Change of Ownership" form for the domestic well permit with the OSE. A copy of the notice provided by the developer-owner to the Buyer must be filed with the OSE along with a copy of the deed or other instrument of conveyance for the land upon which the domestic well is located. A developer will not be issued more than five "Construction-Resale" permits at any given time.

FEE:
Contact the OSE for applicable fees for a permit to drill any well.

CANCELLATION OF PERMITS:
The OSE may cancel a domestic well permit upon failure of a permit holder to comply with any permit condition of approval or any applicable provision of the regulations; **this includes, but is not limited to, the failure to file a Change of Ownership at the time of transfer that meets the requirements set forth under New Mexico law.** The OSE may cancel a domestic well permit and proceed with enforcement action if a permit holder diverts water in excess of the authorized maximum amount and fails to repay the over-diversion in a time and manner acceptable to the OSE.

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INFORMATION SHEET
WATER RIGHTS AND DOMESTIC WELLS – 2019

INSPECTIONS AND TESTING:
Well inspections can include a visual inspection; examination of the pump, other equipment, and well-house; and tests for flow and potability. **The OSE does NOT require a potability test; however local ordinances may. There is no "standard" test for potability. A Buyer must normally specify all the substances that are of concern to the Buyer.** Generally, a separate fee is charged for each test requested. Underground contamination from on or off-site conditions may affect the water quality in the future even if the water appears unaffected at the time of sale.

The water condition and amount of the water available may vary seasonally or with the weather. Indoor and outdoor water use may be subject to restrictions that could affect a Buyer's ability to use the property as the Buyer intends. Past performance of a well is no guarantee of future performance. **Any well can go dry, and there is no guarantee that merely deepening the well or digging another well (if permitted) will result in an adequate supply of water.**

CONNECTION TO PUBLIC WATER SYSTEM:
If a public system becomes available, the property owner may be required to connect to that system. However, there can be no guarantee that such a system ever will become available. A Buyer should investigate these alternatives.

DISCLAIMER:
Neither the Seller nor the Broker makes any warranties concerning water rights or wells on the Property. Buyer should thoroughly investigate all issues involving water rights and/or wells, whether existing or contemplated, associated with the Property.

FOR MORE INFORMATION:
For questions or additional information, contact the New Mexico Office of the State Engineer (OSE) at (505)827-6166 or www.ose.state.nm.us.

I acknowledge that I have received a copy of this Information Sheet:

BUYER ACKNOWLEDGEMENT

Buyer Signature	Anthony J. Mortillaro, Executive Director	**Date**	**Time**
Buyer Signature	NORTH CENTRAL REGIONAL TRANSIT DISTRICT	**Date**	**Time**

SELLER ACKNOWLEDGEMENT

Seller Signature	VERNON AKES, President	**Date**	**Time**
Seller Signature	SILKEY BELLE CORPORATION	**Date**	**Time**

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Agenda Report

Meeting Date: April 5, 2019
Agenda Item – H

Title: Discussion of a Code of Conduct Policy

Prepared By: Peter Dwyer, Legal Counsel

Summary: Currently the District has specific Personnel Rules regarding employee conduct, a Collective Bargaining Agreement that provides specific employee rights, and District "Professional Standards and Values" that define professionalism for our employees. But there is no comprehensive ethics policy that addresses the Governmental Conduct Act or various other ethical constraints for both employees and Board Members.

Board conduct is in part regulated directly by the Regional Transit District Act but that law only covers direct financial conflicts of interest and does not address the many other ethical concerns regarding public service and employment.

The attached Code of Conduct Policy is intended to be a comprehensive regulation of ethical behavior by District Employees and "Officers" (meaning all Board Members not just the Board Officers). Different standards are proposed for Officers and Employees in part due to the fact that there are express statutory provisions on "Conflicts of Interest" for Board members but no comparable provisions for Employees.

Background: The Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq.) imposes mandatory minimum standards for the conduct of District Officers and Employees and authorizes the creation of this Code of Conduct pursuant to NMSA 1978, Section 10-6-11 (C).

The November 6, 2018 ballot included Constitutional Amendment 2. The amendment is "to create an independent State Ethics Commission with jurisdiction to investigated, adjudicate and issue advisory opinions concerning civil violations of laws governing ethics, standards of conduct and reporting requirements …" The ballot question was approved by a strong majority of voters receiving 75% of the voting public's approval.

The legislature has passed Senate Bill 668 the "State Ethics Commission Act" which implements the Constitutional Amendment approved by the voters. Under Section 2 of the Act Public Agencies and Employees are defined as limited to the State and its instrumentalities which does not include

local governments, and subdivisions of the State like the District. Under Section 37 the Ethics Commission itself is required to make a recommendation on extending its jurisdiction by October 1, 2021. Therefore, it appears that the State does not intend to regulate ethical conduct of District officers and employees until at least 2022.

Nevertheless, the District staff has determined it may be advisable to adopt a specific Code of Conduct policy. Such a policy is permitted but not required by the Governmental Conduct Act.

The Finance Committee at its October 26, 2018 and November 30, 2018 meetings reviewed the attached Code of Conduct Policy and made some comments regarding the potential regulation of bus operators carrying firearms but did not give any further specific direction pending Board review.

Recommended Action:

The Staff recommends that the Board critically review and discuss the attached draft policy. Some changes may be needed or desirable. In particular the sections on: Weapons (14); gifts (15); and political activity (18); Outside employment (23); Hiring and Contracting Employees and Officers (24); require a delicate balancing of practical problems against desirable behaviors.

It is recommended that the Board discuss and give direction to the staff on whether the Board wants to adopt a Code of Conduct, to await further development of the State of New Mexico's regulation of ethics or to adopt an amended version of the proposed Code of Conduct. Because some of the ethical standards imposed in the draft are discretionary and public policy choices that are the prerogatives of the Board, the staff defers to the Board's judgment.

Options/Alternatives:

- Adopt the Code of Conduct as proposed; or
- Provide staff with direction regarding alternative standards for ethical conduct; or
- Direct the staff not to proceed with a Code of Conduct at the current time based upon the limited application of a statewide program of regulating governmental ethics currently being considered by the New Mexico State Legislature.

Fiscal Impact: None

Attachment:

- Draft Code of Conduct policy.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT	
SUBJECT: Code of Conduct	**NUMBER**:
EFFECTIVE DATE:	Adopted by Board Resolution Resolution #2018-
	APPROVED: ANTHONY J. MORTILLARO, EXECUTIVE DIRECTOR

1.0 Objective:

The goal of this policy is to establish in clear and simple terms the District's expectations for its Employees, Officers and agents. Nothing herein is intended or shall be deemed to alter minimum legal requirements of the Governmental Conduct Act, and the District's Procurement Policy or any other state or federal laws imposing standards of conduct upon the District, its Employees, Officers and agents.

2.0 Coverage:

The district is a "local government agency" within the meaning of NMSA 1978, Section 10-16-2 (G) and its Employees and board members are "public Officers or Employees" within the meaning of NMSA 1978, Section 10-6-2 (I). The Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq.) imposes mandatory minimum standards for the conduct of District Employees and authorize the creation of this Code of Conduct pursuant to NMSA 1978, Section 10-6-11 (C) and shall be reviewed "at least once every four years" pursuant to NMSA 1978, Section 10-6-11 (D). For purposes of this Policy an "Officer" is an elected or appointed official who serves on the District Board and an "Employee" is a person employed by the District as further defined in the District's Personnel Rules.

3.0 Roles and Responsibilities:

Each Officer and Employee of the District is responsible for familiarizing themselves with this Code of Conduct and complying with the Code of Conduct. Training, and responses to questions and concerns will be the responsibility of the Executive Director, the Human Resources Director and the District's legal counsel.

4.0 Guiding Principles:

The Guiding Principles for conduct are established in the District's Mission and Vision statements and Long-Range Strategic Plan. The District's 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 spur economic opportunities throughout the region." The District's vision is "to be the leading rural public transportation

organization connecting communities and enhancing cultural, environmental, social, and economic opportunities for the betterment of our region."

In order to achieve the District's mission and live up to its vision District Officers and Employees must conduct themselves in a caring and professional manner that inspires public trust and confidence.

All District related actions by Officers and Employees of the District shall aim to advance the District's mission and vision and shall not be performed for personal gain excepting such compensation or payments as may be called for by the Districts employment policies and rules.

5.0 Public Trust:

In performing acts on behalf of the District, Officers and Employees shall act in a "public trust" capacity pursuant to NMSA 1978, Section 10-6-3 (A) of the Governmental Conduct Act. This means that Officers and Employees shall use the powers and resources of the District only to advance the public interest and not to obtain personal benefits or pursue private interests. This includes the requirement that District Officers and Employees:

5.1 shall strive in all their actions to bring credit to the District; and

5.2. shall conduct themselves in a manner that justifies the confidence placed in them by the people, at all times maintaining the integrity of and discharging ethically the high responsibilities of public office; and shall not use or disclose confidential information obtained by virtue of their employment for their own or another person's benefit or private gain.

6.0 Compliance with Law:

The minimum standard for all persons covered by this Code of Conduct is that they comply with the law. District Officers and Employees are expected to comply with all safety and fair dealing laws, and to be ethical and responsible when dealing with the District's finances, property, and in dealing with riders. Specific laws that should be considered include but are not limited to the following state laws:

The Governmental Conduct Act, NMSA 1978, Sections 10-16-1 et seq, 10-16-6 through 10-16-9, 10-16-11, 10-16-13.1 through 10-16-14 and 10-16-17.
The Whistleblower Protection Act, NMSA 1978, Section 10-16C-1 et seq.
The Fraud Against Taxpayers Act, NMSA 1978, Section 44-9-1 et seq.
The traffic laws of the State of New Mexico, NMSA 1978, Section 66-7-2 et seq.
The Human Rights Act, NMSA 1978, Section 28-1-1 et seq.

Although the Gift Act (NMSA 178, Section 10-16B-1 et seq.) the Financial Disclosure Act (NMSA 1978, Section 2-11-1 et seq.) and the Procurement Code (NMSA 1978, Section 13-1-1 et seq.) do not technically apply to the District they nevertheless provide useful guidance on the ethical standards for public officers and employees.

7.0 Prescribed Employee Conduct:

It is the policy of the District that certain rules and regulations regarding Employee behavior are necessary for efficient business operations and for the benefit and safety of all Employees and the public. Conduct that interferes with operations, discredits the District, is in violation of District policy, is unsatisfactory or is offensive will not be tolerated. Employees are expected at all times to conduct themselves in a positive manner to promote the best interests of the District. Examples of behavior that may result in disciplinary action, up to and including possible termination, are:

7.1 treating others in a discourteous manner;

7.2 wearing clothing inappropriate for the work being performed;

7.3 failing to report to work punctually at the assigned times, or failing to be at the proper work station ready for work as scheduled;

7.4 failing to maintain cleanliness and order in the workplace and work areas;

7.5 fighting with or assaulting others;

7.6 threatening or intimidating others;

7.7 falsifying or altering any District record or report, such as an application for employment, a medical report, a time record, a financial record;

7.8 stealing, destroying, defacing or misusing District property or another's property;

7.9 engaging in acts of insubordination including, but not limited to, refusing to follow managements instructions concerning a job-related matter[1];

7.10 using profanity or abusive language;

7.11 sleeping on the job;

7.12 gambling on District property;

7.13 playing malicious or dangerous pranks or practical jokes, or engaging in horseplay.

7.14 alcohol and substance abuse;

7.15 dishonesty;

7.16 sexual and any other form of illegal harassment;

7.17 possession of weapons on District property;

7.18 poor work performance;

7.19 violation of District leave policies; and

7.20 violation of other District policies or directives.

[1] Refusal to follow instructions based upon alleged safety issues, or in the event the instruction is alleged to require a violation of the law or of a Collective Bargaining Agreement shall be handled through the District's Personnel Rules.

8.0 Respect:

All District Officers and Employees should show respect for one another, for riders, and for all persons having business dealings with the District. Basic standards for showing respect require that Employees refrain from harassment and treat colleagues equally regardless of class or classifications including such things as race, age and gender. Refraining from the use of profane language and limiting discourse to topics that will elicit anger, hostility and argument are the most basic ways in which to show respect. Refraining from comments that demean others and condemning the ideas or beliefs of another are also signs of respect.

9.0 Professionalism:

All District Employees shall maintain a high level of professionalism. The fundamental requirements of professionalism are set forth in the District's Professional Standards and Values. Additional considerations are as follows:

9.1 Personal Appearance shall be maintained through proper attire and hygiene in accordance with the District's dress code;

9.2 Officers and Employees shall familiarize themselves with their authorized role and job duties and shall refrain from actions beyond their authority or outside the scope of their job duties;

9.3 Officers and Employees shall fulfill their duties in a timely manner;

9.4 Employees shall accept and take direction from those persons having direct authority over them including supervisors, managers, directors, the Executive Director,

9.5 Employees shall not take direction from the Board Chair or individual Directors unless expressly authorized by the Executive Director or a written law or policy;

9.6 Officers and Employees shall at all times attempt to mentor and assist persons with less experience by providing useful suggestions and guidance rather than through orders or directions;

9.7 Supervisors and managers shall refrain from abusing their authority and shall delegate work according to the competence and workload of the Employees;

9.8 Employees shall arrive to work on time, prepared for work and shall not absent themselves from work at a time or in a manner that causes their colleagues to have to take on additional work, shifts or work tasks.

10.0 District Property:

All District Officers and Employees should treat District property including vehicles, equipment, tools, money, buildings, data, documents and information, with care and protect it against improper use or damage. District property shall be kept clean and in good repair and District tools shall only be used for their intended purposes. Use of District computers, phones and software shall be primarily for the benefit of the District and shall only be used for personal reasons on a limited and incidental basis as set forth in the District's other policies.

11.0 Corruption:

All actions or transactions by Employees and Board Members which are illegal and/or corrupt are strictly

prohibited and will result in referring the matter to the appropriate law enforcement agency. Criminal anti-corruption laws include but are not limited to:

State Criminal Laws

▪Bribery: § 30-24-2
▪Concealing campaign funds: § 1-19-34.3
▪Demanding illegal fees: § 30-23-1
▪Embezzlement: § 30-16-8
▪Extortion: § 30-16-9
▪RICO: § 30-42-4
▪Soliciting or receiving illegal kickbacks: § 30-41-1
▪Tampering with public records: § 30-26-1
▪Unlawful interest in a public contract: § 30-23-6

Federal Criminal Laws

▪RICO: 18 U.S.C. §§ 1961, 1962
▪Extortion: 18 U.S.C. § 1951
▪Mail fraud: 18 U.S.C. § 1341
▪Using fictitious name: 18 U.S.C. § 1342
▪Wire fraud: 18 U.S.C. § 1343
▪Tax evasion: 26 U.S.C. § 720

12.0 Gambling:

"Gambling" shall have the meaning given by New Mexico law regarding regulated or illegal gaming. Gambling on District property is prohibited. Fund raising activities that involve raffling off of items to generate funds for Employee benefits is permitted. Other forms of gambling as a fund-raising activity are prohibited.

13.0 Drugs and Alcohol:

The use of drugs and alcohol by District Employees are regulated under the District's Personnel Rules and specific Drug and Alcohol related policies. In addition to those requirements all District Employees shall refrain from any use of illegal drugs and shall take care in the use of legal drugs to ensure the public safety.

14.0 Weapons:

District Officers and Employees shall refrain from bringing any weapon prescribed under the District's Personnel Rules onto District property without the prior written approval of the Executive Director. The Executive Director may permit weapons upon District property if the Officer or Employee discloses the weapon and demonstrates to the Executive Director's satisfaction that the weapon will be securely stored (in the persons vehicle or otherwise) in such a manner as to ensure that the presence of the weapon on District property will not create a risk to the District or the public and that the presence of the weapon on the District property will not constitute intimidation or harassment of District Officers, Employees, or the public. Weapons in the possession of Public Safety Officers and Security Officers contracted by the District are exempt.

15.0 Gifts and Favors:

Gifts and favors by and from public Officers and Employees are generally regulated by the State of New Mexico Gift Act (NMSA 1978, Section 10-16B-1 et seq.) Although the Gift Act does not apply to the District[2], it nonetheless provides useful guidance on appropriate ethical standards for public officers and employees. Gifts of District property are generally forbidden by the "Anti-donation" provisions of the State of New Mexico Constitution (Article IX, Section 14). Nothing in this Code of Conduct shall be construed to violate those provisions of law and the requirements of this Code of Conduct shall be deemed supplemental to, and more restrictive than, the existing legal requirements. For purposes of this policy a "Gift" shall have the definition and meaning set forth in the Gift Act but the District's limitation on gifts shall be $100 rather than the $250 set forth in the Gift Act.

15.1 Officers and Employees must not accept or permit any member of their immediate family or household to accept any gifts or favors from anyone in exchange for promised performance of an official act.

15.2 Employees shall not accept any gratuity offered for performance of existing job duties including honoraria[3] for job related presentations, tips for District services, or any other form of compensation excepting only compensation for meals, lodging or travel expenses incurred for District related activities.

15.3 Subordinate Employees are prohibited from making any gift or gifts to any supervisory Employee that exceed $100.00 in value in any single calendar year and are expressly prohibited from making a gift of any value to any supervisor that would create an appearance of impropriety including but not limited to gifts intended to secure favorable reviews, evaluations, promotions, or other conditions of employment.

15.4 Employees are prohibited from donating or making gifts of District property to private entities or individuals.

15.5 District Officers and Employees are prohibited from granting favors to any vendor, contractor, or customer of the NCRTD where the favor would result in a significant cost or expense to the District or would result in unequal treatment of similarly situated vendors, contractors, or customers.

15.6 District Officers and Employees, or their family members are prohibited from accepting gifts exceeding $100.00 in value from a "restricted donor" as that term is defined in the Gift Act.

15.7 Prohibited gifts do not include gifts by Employees to food drives, charitable organizations or other similar fund-raising activities so long as the gifts do not incur a cost or expense to the District. Nothing herein shall be deemed to amend or alter any District policy regarding solicitations in the workplace.

15.8 Prohibited gifts do not include any reward or incentive given to an Employee by the NCRTD as an employer.

15.9 Prohibited gifts include soliciting gifts for a charity from a business or corporation in a manner that appears that the purpose of the donor in making the gift is to influence the District's Officers or employees in the performance of their official duties. (See, NMSA 1978, Section 10-16B-3 (C)).

15.10 Prohibited gifts do not include gifts by and between district Employees in recognition of birthdays,

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[2] See footnote 17 to the Attorney General's Governmental Conduct Act Compliance Guide.

[3] The GCA (NMSA 1978, Section 10-16-4.1) expressly limits honoraria to $100.00 but the subsequent guidance interpreting Article XX, Section 9 of the New Mexico Constitution as prohibiting all additional compensation may apply. Also, Article IV, Section 27 of the constitution may be interpreted as prohibiting any increased compensation to a public servant for services rendered.

holidays or for non-work related reasons.

15.11 Prohibited gifts do not include promotional materials given to persons attending a conference or training on behalf of the District.

15.12 Prohibited gifts do not include payment for another Employee's meal by a co-worker.

15.13 Prohibited gifts do not include meals permitted from financial services companies that are expressly exempted under NMSA 1978, Section 10-16-13.3 (C).

15.14 Prohibited gifts do not include awards or other forms of recognition by or to the District or its Employees that are strictly commemorative and do not include cash or payments of any kind.

16.0 Board Conflicts of Interest:

A Board Member Conflict of Interest shall mean any situation governed and regulated by NMSA 1978, Section 73-25-5 (E) that reads as follows:

"A director of the board shall not vote on an issue when the director has a conflict of interest. A director of the board, Officer of the board or Employee of the board shall not:

(1) acquire a financial interest in a new or existing business venture or business property of any kind when he believes or has reason to believe that the new financial interest will be directly affected by his official act;
(2) use confidential information acquired by virtue of his office or employment for his or another's private gain; or
(3) contract with the district without public notice and competitive bidding and full disclosure of his financial or other interest in the business that is party to the contract."

Board conflicts of interest shall be addressed and disclosed pursuant to 9.08 of the Board's Bylaws and by annual compliance through the filing of a Conflict of Interest disclosure form a copy of which is attached Hereto as Exhibit A.

17.0 Employee Conflicts of Interest/Appearance of Impropriety Standard:

Conflict of interest is difficult to define. The legal definition of conflict of interest, is very specific and covers relatively few situations. Most conflicts fall into a gray area where ethics and public perception are more relevant than statutes or precedents. Conflict of interest arises whenever the personal or professional interests of an Employee are potentially at odds with the best interests of the organization. Transactions that may constitute a conflict of interest are nevertheless acceptable if they benefit the organization and if approved by the Board or the Executive Director in an objective and informed manner. Conversely, even if an action or transaction is legal it may still be improper if action or transaction is vulnerable to legal challenges and public misunderstanding. Loss of public confidence and a damaged reputation are to be avoided even where the action or transaction is legal because public confidence is important to the District. Therefore, it is the policy of the District to avoid even the appearance of impropriety and full disclosure of real or potential conflicts of interest is required of all Employees. Specific limitations on conflicts of interest include the following:

17.1 Employees shall not take any official act for the primary purpose of enhancing their financial interest or financial position.

17.2 Employees are responsible for identifying there own actual or potential conflicts of interest and shall not participate in decisions or official actions directly affecting their financial interests.

17.3 Employees shall not engage in any other employment or activity that creates a conflict of interest, interferes with their duties to the public, compromises their ability to discharge effectively their duties, or otherwise adversely affects the performance of their duties.

17.4 Former Employees shall not represent a person in dealings with the District on a matter in which the former Employee participated personally and substantially.

18.0 Political Activity:

18.1 Board members and Employees of the District shall not solicit any contribution of funds, goods or services in aid of any political campaign while on District property. Board members and Employees shall also refrain from using any District property, information obtained through District employment or service and any other District resources in aid of any political campaign. Nothing herein shall prohibit the District, its board members and Employees from providing information regarding ballot issues involving the District.

18.2 Board members and Employees shall refrain from any action that expressly or impliedly compels other District Employees or Officers to support a candidate or to contribute goods, money or services to a political fund or effort including but not limited to union related associations and activities. For purposes of this Policy a request to sign a nominating petition or similar requests for aid in a political campaign shall be prohibited upon District Property. Voluntary participation in any political activity including but not limited to union membership and contribution to or payment of union dues, fees and contributions shall be permitted and appropriately documented.

18.3 Employees may run for elected office to the extent permitted by state and federal laws including but not limited to the Hatch Act and the District's Personnel Rules.

18.4 District Employees shall refrain from dissemination of partisan media while in the workplace.

18.5 Political activity by Employees and Officers that is in aid of the District and is authorized and approved by the Board is expressly permitted. However, any such political activity shall be subject to the direction and prescription of the Board and the Executive Director. District Employees shall refrain from engaging in lobbying or other political activities on behalf of the District unless they are expressly authorized and directed to take such actions.

18.6 Because the District receives substantial federal funding the District's Officers and Employees may be deemed to fall under the coverage of 5 U.S.C. Section 1501 to 1508 commonly known as the "Hatch Act." The Hatch Act covers government employees whose principal employment is in connection with an activity which is financed in whole or part by federal loans or grants. The Hatch Act restricts or prohibits covered employees from interfering with or affecting the result of an election by using their official authority or influence, soliciting political contributions from public employees, and running for office. All Officers and Employees of the District are charged with determining for themselves the application of the Hatch Act to their activities and complying with the law.

19.0 Solicitations:

Non-political solicitations by Employees of the District on behalf of the District are permitted to the extent authorized by the Board or the Executive Director. Non-political solicitations of Employees by other Employees for charitable organizations shall be permitted only to the extent authorized by the Executive Director and shall not be permitted where the solicitation identifies specific individuals and singles them out in front of their peers in a manner which compels participation or causes express or implied pressure to donate to a cause, charity or fund.

20.0 Travel:

Travel paid for by the District shall be scheduled and conducted in a manner that optimizes the benefits to the District. Officers and Employees shall refrain from conduct that creates the appearance of a lack of professionalism when on District travel. Such conduct includes unruly behavior, public intoxication, improper or unprofessional dress or appearance and any other inappropriate conduct that reflects poorly upon the District.

21.0 Confidentiality:

All District Business is public business and the District's Officers and Employees shall strive to optimize transparency in the performance of District work to the maximum extent practicable. Notwithstanding the District's commitment to open and transparent government, it remains essential that certain aspects of public employment and public service be performed in a manner that respects the confidential information and privacy of individuals and mitigates the risk to tax-payer assets caused by disclosure of confidential information. Confidential information includes all personal identification information that might be used for identity theft, all attorney-client privileged communications, all proprietary information of third-party vendors, all disciplinary personnel actions, all Employee evaluations and such financial information as may be deemed confidential under New Mexico law.

It is the responsibility of all Officers and Employees to maintain confidentiality of confidential information and the disclosure of such information to the public, the press, or the community at large is prohibited.

22.0 Accuracy of Books, Records and Reports:

It is incumbent upon all District Officers and Employees to ensure that the records, reports and District data is maintained in a current format and accurately reflects the facts regarding the business and operations of the District. All District Officers and Employees are required to cooperate with any internal or external auditor, compliance Officers, regulators and other agencies who have regulatory authority over the District. Affirmative disclosure is required for any fact or information that is likely to materially alter a review of the District's finances and operations. Destruction and alteration of District records shall be performed only to the extent permitted by the District's Record Retention and Disposition policies. Alteration of draft documents or dynamic records such as databases, route maps and iterative documents is permitted as necessary, but District records shall not be altered or amended in a manner that omits or elides material facts about the District.

23.0 Outside Employment:

Pursuant to the Governmental Conduct Act, all Officers and Employees of the District are charge with duties

as trustees of the public's resources. As public trustees the Officers and Employees shall only use the powers and resources of public office and employment to advance the public interest and shall not obtain personal benefits or pursue private interests using District resources.

23.1 All outside employment by District Employees shall be reported to the Executive Director consistent with the District's Personnel Rules.

23.2 All outside employment by District Officers shall be reported to the Board to the extent that the employment may create a conflict of interest.

23.3 Outside employment by Employees that requires the Employee to respond to phone calls, texts, or other forms of communication during their regular work hours at the District is prohibited.

23.4 Outside employment that creates scheduling conflicts or unreasonably limits the availability of District Employees during hours when they can reasonably be expected to be available for District business or operations is prohibited.

23.5 Outside activity by District Employees, whether as an Employee, contractor or a volunteer, that seeks to obtain goods, services, grants, or other aid from the District for a third party (and not the general public) is prohibited.

24.0 Hiring and Contracting Employees and Officers:

The District may consider applications from existing and former Officers but shall not hire as an Employee any sitting Board Member. Board Members may volunteer pursuant to the District's Personnel Rules. The District may contract with former Employees and Officers to the extent that said contract is in the District's best interest as determined by the Board provided that:

24.1 The former Officer or Employee has no actual or apparent conflict of interest;

24.2 The contract is disclosed to the Board;

24.3 The Former Officer or Employee does not receive a direct financial benefit from prior actions taken in their capacity as an Officer or Employee of the District.

25.0 Reporting Violations:

All Officers and Employees shall report violations of this policy to the Executive Director or the Board.

26.0 Retaliation Prohibited:

It shall be deemed a violation of this policy for any Officer or Employee of the District to retaliate against another Officer or Employee for reporting or alleging a violation of this policy.

27.0 Sanctions:

Employees may be sanctioned for a violation of this policy pursuant to the relevant provisions of the District Personnel Rules or any applicable Collective Bargaining Agreement. Officers may be sanctioned for a

violation of this policy only by action of the Board of Directors. Officer violations of the Conflict of Interest provision of this policy may be sanctioned pursuant to section 9.08 (e) of the Board's Bylaws.

North Central Regional Transit District
Monthly Financial Report
As of February 28, 2019

Summary

The North Central Regional Transit District (NCRTD) is currently reporting eight months of financial activity as of February 28, 2019. Expenses and Revenues reported for the period through February 28, 2019 represent 66.66% of the budget.

Total revenue received thus far is $7,816,049 and $6,048,595 of expenses have incurred; this means that the District has received $1,767,454 more in revenues than it has spent. This amount does not include contributions that will be made to Los Alamos County and City of Santa Fe of Approximately $801,355.00

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 February 28, 2019, total revenue received for this fiscal Year was $7,816,049 this represents 59.32% of total revenues budgeted for the year.

Expenditures:

As of February 28, 2019, the District recognized expenditures totaling $6,048,595 this represents 45.91% of total budgeted expenditures for this fiscal year.

Significant Variances:

- **Revenues** –
  - *Federal Revenues* - Are $667,726 more than the prior year because no draw-downs requests were made to NMDOT the same period the last Fiscal Year, the difference is expected to even out in the month of March.
  - *5311c Program* - An increase of $187,731 is related to 5311 funds received from FTA on behalf of the Jicarilla Apache Nation for 2018 operating and capital expenses paid by the District with GRT.
  - *Local Match* - A decrease from the prior year is due to contributions received from Los Alamos County, Rio Metro and Santa Fe County in February of 2018. These contributions are expected to be received this month (March).

- *Expenses –*
    - Salaries & Overtime – Increase in salaries is related to an average 3% increase in wages, a new FTE brought in to Operations, staff replaced at higher rate (Executive Assistant, Finance Director, and Annual leave Payouts). OT is expected to decrease significantly as we are fully staffed, and we have a new bid.
    - Contractual Services- Increase of $95,723 related to payments made to Huitt-Zollars for the Design of the Taos Facility and Wilson & Co Engineers for their TAP Project Phase V.
    - Fuel –Increase of $27,690 is related to increase in fuel price.

GRT Revenue:

GRT Revenue received in February was $760,890 this is $130,958 more than budgeted and $78,024 more than what we received the same month last year.

GRT Revenue by County:

- Los Alamos County receipts were $160,730 this is $58,451 more than the same month last year and $81,268 more than budgeted.
- Rio Arriba County receipts were $46,741 this is $1,356 less than the same month last year and $2,644 less than budgeted.
- Santa Fe County receipts were $455,801 this is $12,516 more than the same month last year and $42,764 more than budgeted.
- Taos County receipts were $97,618 this is $8,413 more than the same month last year and $9,570 less than budgeted.

Grant Revenue:

Grant Revenue received in February is $380,740 this is $183,666 less than we budgeted and $204,068 less than what we received the same month last year. This is due to increases in Capital Expenditures related to ADA Phase V.

Expense Categories:

Total Expenses for the month of February are $6,048,595. The net effect between the administrative, operating and capital expense categories is a decrease of $125,386 from the prior year which correlates to the differences in the amount of $125,388 that were discussed in the Statement of Revenues and Change in net Position. The $880 difference is related to Non-categorized expenses.

The monthly Expenditures are allocated in the following categories:

- Administrative expenses totaled $105,563 this is $1,988 less than the same month last year and $27,811 less than we budgeted (administrative expenses are at 56.33% of their annual budget)

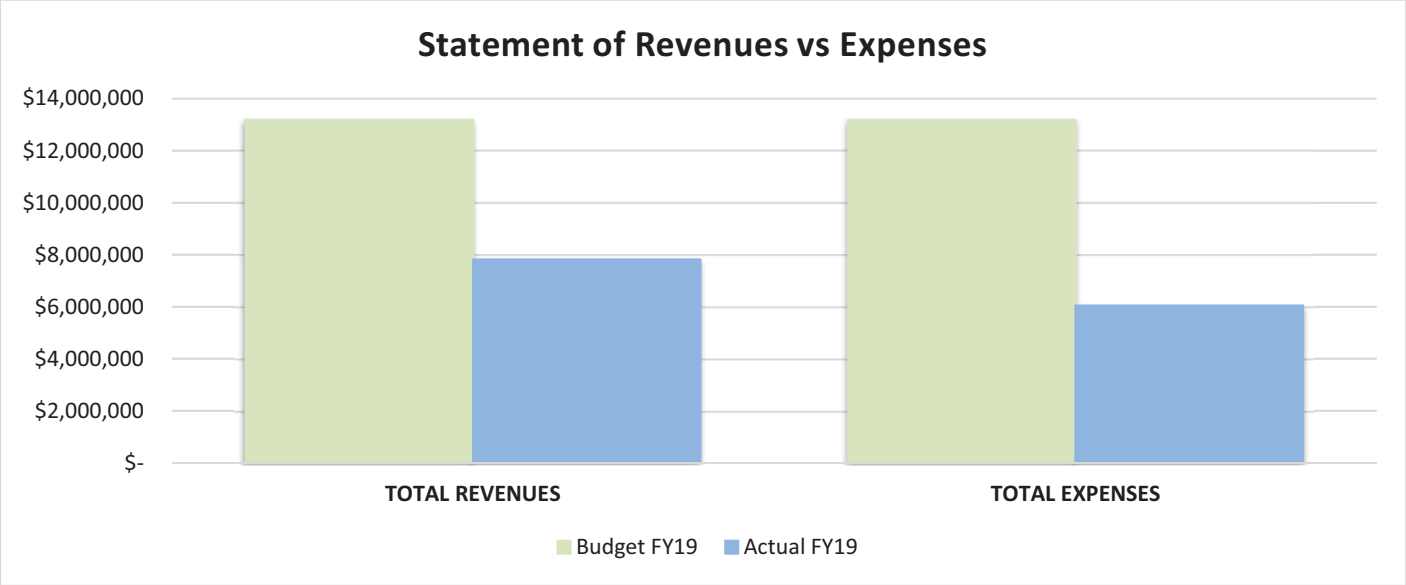
- Operating expenses totaled $1,081,547 this is $542,920 more than the same month last year and $518,915 more than we budgeted (operating expenses are at 53.16% of the annual budget). The difference is related to other transit agencies contributions (washes from one month to another).
- Capital expenses totaled $0.00 this is $22,522 less than the same month last year and $45,787 less than we budgeted (capital expenses are at 7.37% of their monthly budget)

Other Matters:

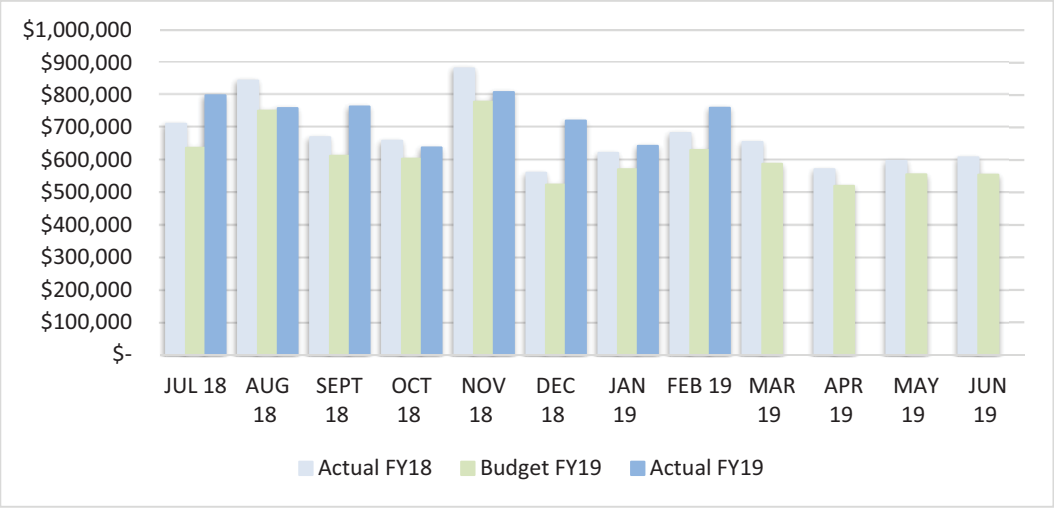
N/A

North Central Regional Transit District
Statement of Revenues, Expenses and Change in Net Position - (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)

	Actual FY18	Budget FY19	Actual FY19	Inc/(Dec) from Prior Year to Current Year	% Year to Date vs Budget
Revenues:					
Gross Receipt	$ 4,074,199	$ 7,330,000	**$ 5,895,099**	$ 1,820,900	80.42%
Fed Grant	848,574	3,436,221	**1,516,300**	667,726	44.13%
5311c/Member Contributions	-	306,552	**187,731**	187,731	61.24%
State Capital/Outlay	-	195,000	**-**	-	0.00%
Local Match	492,422	482,114	**69,137**	(423,285)	14.34%
Use of Fund Balance	-	1,262,920	**-**	-	0.00%
Charges for Services	26,354	42,500	**37,607**	11,253	88.49%
Misc Revenues	45,838	120,600	**110,176**	64,337	91.36%
Total Revenues	**$ 5,487,388**	**$ 13,175,907**	**$ 7,816,049**	**$ 2,328,661**	**59.32%**
Expenses:					
Salaries	$ 1,614,416	$ 2,900,940	**$ 1,689,458**	$ 75,042	58.24%
Overtime	128,688	147,500	**149,190**	20,502	101.15%
Employee Benefits	713,305	1,353,299	**761,410**	48,105	56.26%
Contributions to Other Transit Agencies	2,391,519	4,743,220	**2,241,329**	(150,190)	47.25%
Office	24,884	51,928	**23,481**	(1,403)	45.22%
Utilities	53,564	90,782	**37,245**	(16,318)	41.03%
Contractual Services	188,577	525,978	**284,300**	95,723	54.05%
Advertising	47,736	112,295	**71,958**	24,222	64.08%
Equipment & Building	33,859	33,500	**13,792**	(20,067)	41.17%
Insurance	104,622	111,811	**73,151**	(31,471)	65.42%
Employee Related	31,386	71,601	**17,797**	(13,590)	24.86%
Travel, Meetings, Lodging and Per Diem	25,275	71,869	**18,138**	(7,137)	25.24%
Fuel	268,688	400,000	**296,378**	27,690	74.09%
Vehicle Maintenance/Repairs	203,539	338,500	**203,445**	(94)	60.10%
Bus & Shelter Ammenities	-	6,000	**-**	-	0.00%
Other	300	1,870	**5,073**	4,773	271.26%
Capital	343,624	2,214,814	**162,450**	(181,174)	0.00%
Total Expenses	**$ 6,173,983**	**$ 13,175,907**	**$ 6,048,595**	**$ (125,388)**	**45.91%**
Change in Net Position	**$ (686,595)**	**$ -**	**$ 1,767,454**	**$ 2,454,050**	**13.41%**



North Central Regional Transit District
Gross Receipts Revenue- By Month (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)



Budget to Actual FY2019

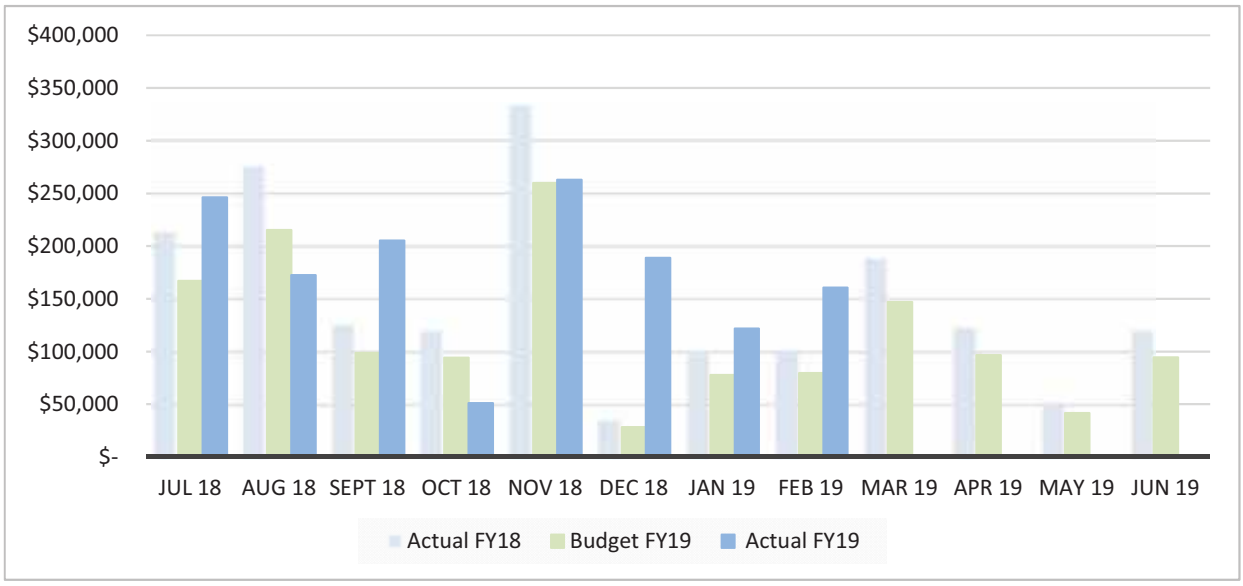
	Budget FY19	Actual FY19	Year-to-Date Budget Variance	% Increase or (decrease)
JUL 18	$ 637,283	**$ 798,916**	$ 161,633	25.36%
AUG 18	752,132	**759,415**	7,283	0.97%
SEPT 18	612,854	**764,560**	151,706	24.75%
OCT 18	604,186	**638,122**	33,935	5.62%
NOV 18	778,984	**808,554**	29,570	3.80%
DEC 18	524,277	**721,267**	196,990	37.57%
JAN 19	571,662	**643,374**	71,712	12.54%
FEB 19	629,933	**760,890**	130,958	20.79%
MAR 19	588,374	-	-588,374	-100.00%
APR 19	520,255	-	-520,255	-100.00%
MAY 19	555,675	-	-555,675	-100.00%
JUN 19	554,385	-	-554,385	-100.00%
	$ 7,330,000	**$ 5,895,099**	**$ (1,434,901)**	**-19.58%**

Prior Year vs. Current Year FY2019

	Actual FY18	Actual FY19	(Inc/Dec) from Prior Year to Current Year	% Increase or (decrease)
JUL 18	$ 710,922	**$ 798,916**	$ 87,994	12.38%
AUG 18	843,852	**759,415**	(84,437)	-10.01%
SEPT 18	669,620	**764,560**	94,939	14.18%
OCT 18	658,919	**638,122**	(20,798)	-3.16%
NOV 18	881,679	**808,554**	(73,124)	-8.29%
DEC 18	559,911	**721,267**	161,356	28.82%
JAN 19	621,205	**643,374**	22,170	3.57%
FEB 19	682,867	**760,890**	78,024	11.43%
MAR 19	655,087	-	(655,087)	-100.00%
APR 19	571,516	-	(571,516)	-100.00%
MAY 19	596,378	-	(596,378)	-100.00%
JUN 19	607,593	-	(607,593)	-100.00%
	$ 8,059,548	**$ 5,895,099**	**$ (2,164,449)**	**-26.86%**

North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)

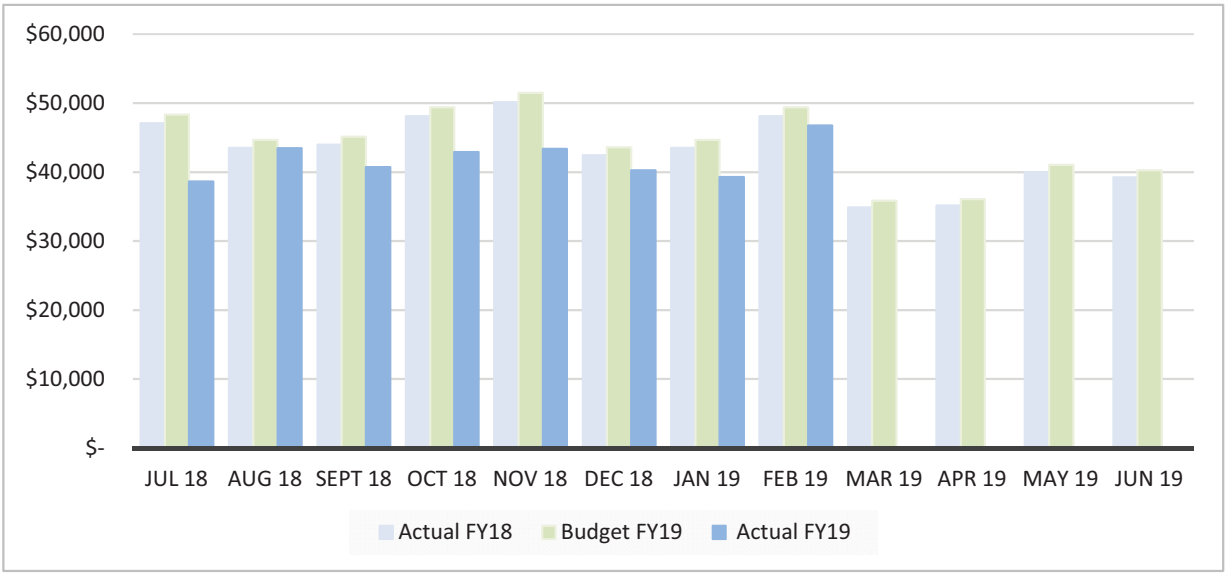
LOS ALAMOS COUNTY



	Actual FY18	Budget FY19	Actual FY19	Inc/(Dec) from Prior Year to Current Year	Year-to-Date Budget Variance
JUL 18	$ 215,014	$ 167,048.03	**$ 246,238**	$ 31,224	$ 79,190
AUG 18	276,922	215,145.04	**172,593**	(104,329)	(42,552)
SEPT 18	127,129	98,768.79	**205,402**	78,272	106,633
OCT 18	121,353	94,281.25	**50,942**	(70,411)	(43,340)
NOV 18	334,441	259,833.21	**263,096**	(71,346)	3,263
DEC 18	36,324	28,220.73	**188,925**	152,601	160,704
JAN 19	100,116	77,782.18	**121,919**	21,803	44,137
FEB 19	102,279	79,462.59	**160,730**	58,451	81,268
MAR 19	189,345	147,105.20	**-**	(189,345)	(147,105)
APR 19	124,148	96,452.99	**-**	(124,148)	(96,453)
MAY 19	53,389	41,479.13	**-**	(53,389)	(41,479)
JUN 19	121,533	94,420.87	**-**	(121,533)	(94,421)
	$ 1,801,994	**$ 1,400,000**	**$ 1,409,844**	**$ (392,150)**	**$ 9,844**

North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)

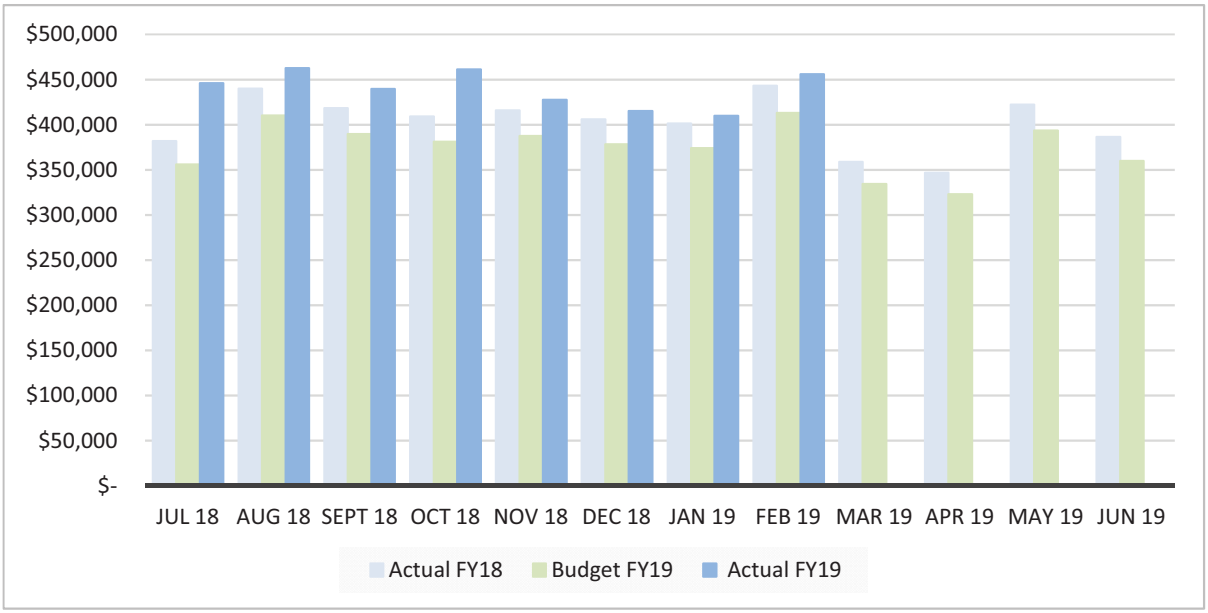
RIO ARRIBA COUNTY



	Actual FY18	Budget FY19	Actual FY19	Inc/(Dec) from Prior Year to Current Year	Year-to-Date Budget Variance
JUL 18	$ 47,069	$ 48,329.48	**$ 38,636**	$ (8,433)	$ (9,693)
AUG 18	43,519	44,684.42	**43,486**	(33)	(1,198)
SEPT 18	43,970	45,147.82	**40,743**	(3,227)	(4,405)
OCT 18	48,121	49,409.38	**42,920**	(5,200)	(6,489)
NOV 18	50,166	51,509.38	**43,399**	(6,767)	(8,110)
DEC 18	42,469	43,606.30	**40,263**	(2,206)	(3,344)
JAN 19	43,502	44,666.98	**39,306**	(4,196)	(5,361)
FEB 19	48,097	49,385.33	**46,741**	(1,356)	(2,644)
MAR 19	34,905	35,839.80	**-**	(34,905)	(35,840)
APR 19	35,149	36,089.95	**-**	(35,149)	(36,090)
MAY 19	39,973	41,043.73	**-**	(39,973)	(41,044)
JUN 19	39,237	40,287.41	**-**	(39,237)	(40,287)
	$ 516,177	**$ 530,000**	**$ 335,494**	**$ (180,683)**	**$ (194,506)**

North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)

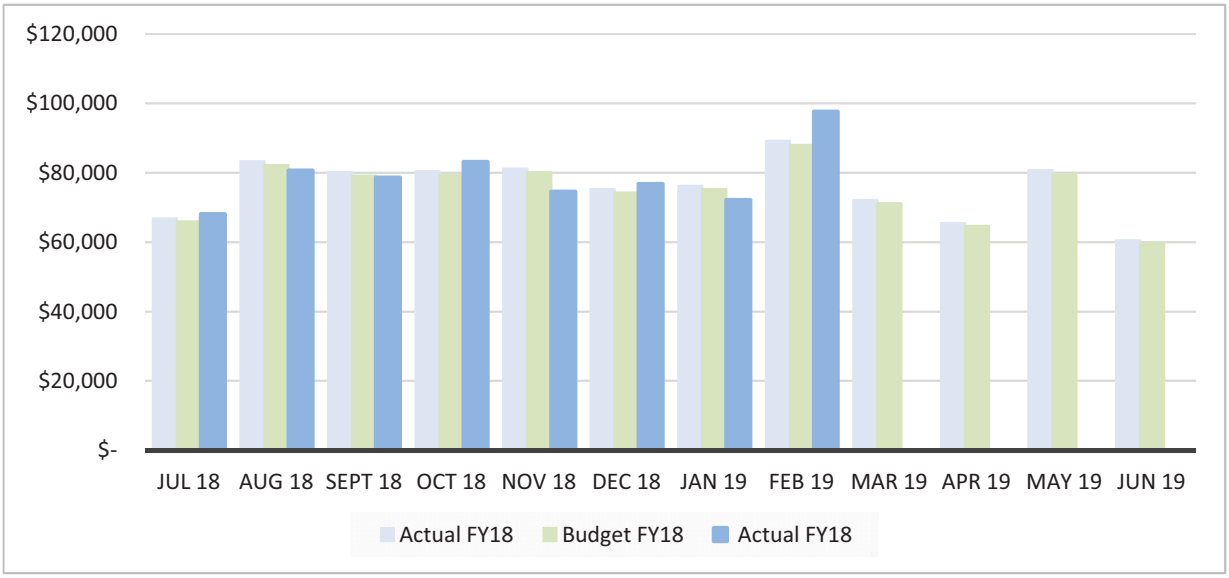
SANTA FE COUNTY



	Actual FY18	Budget FY19	Actual FY19	Inc/(Dec) from Prior Year to Current Year	Year-to-Date Budget Variance
JUL 18	$ 382,000	$ 355,934	**$ 445,926**	$ 63,926	$ 89,992
AUG 18	440,066	410,037	**462,694**	22,628	52,657
SEPT 18	418,301	389,758	**439,788**	21,487	50,030
OCT 18	408,961	381,055	**461,103**	52,142	80,048
NOV 18	415,851	387,475	**427,474**	11,623	39,999
DEC 18	405,811	378,120	**415,311**	9,500	37,191
JAN 19	401,313	373,929	**409,987**	8,674	36,058
FEB 19	443,285	413,037	**455,801**	12,516	42,764
MAR 19	358,636	334,164	**-**	(358,636)	(334,164)
APR 19	346,691	323,034	**-**	(346,691)	(323,034)
MAY 19	422,307	393,490	**-**	(422,307)	(393,490)
JUN 19	386,328	359,966	**-**	(386,328)	(359,966)
	$ 4,829,550	**$ 4,500,000**	**$ 3,518,084**	**$ (1,311,466)**	**$ (981,916)**

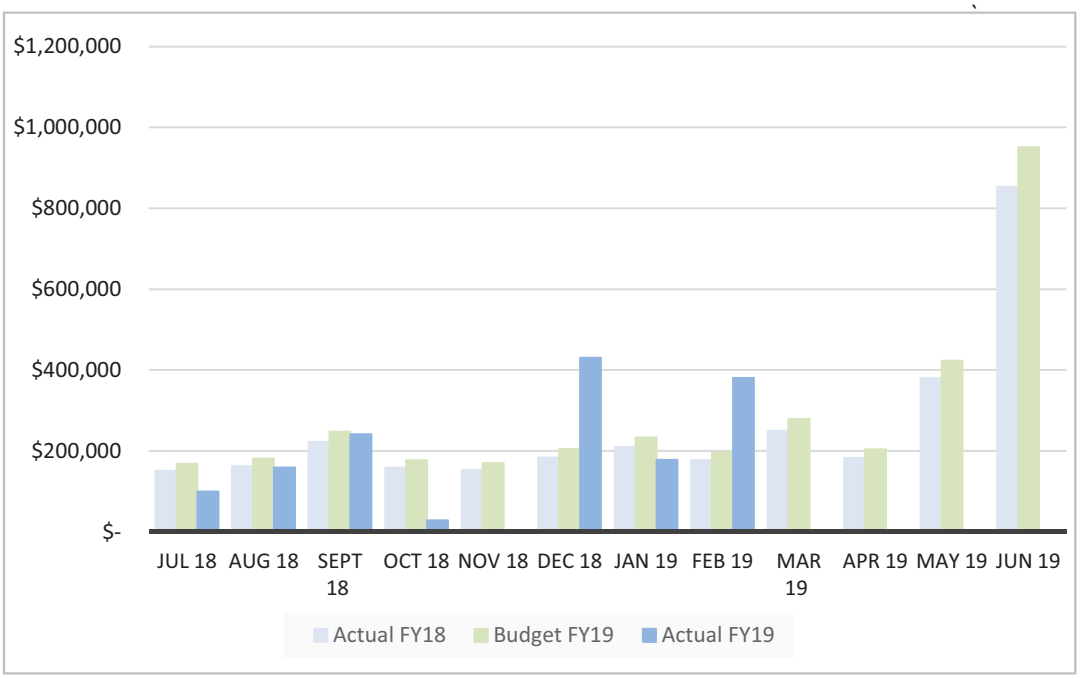
North Central Regional Transit District
Gross Receipts Revenue- By County (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)

TAOS COUNTY



	Actual FY18	Budget FY18	Actual FY18	Inc/(Dec) from Prior Year to Current Year	Year-to-Date Budget Variance
JUL 18	$ 66,839	$ 65,972.04	**$ 68,116**	$ 1,277	$ 2,144
AUG 18	83,346	82,265	**80,642**	(2,704)	(1,623)
SEPT 18	80,220	79,179	**78,627**	(1,593)	(552)
OCT 18	80,485	79,441	**83,156**	2,672	3,716
NOV 18	81,220	80,167	**74,586**	(6,635)	(5,581)
DEC 18	75,307	74,330	**76,769**	1,462	2,438
JAN 19	76,273	75,284	**72,162**	(4,111)	(3,122)
FEB 19	89,205	88,048	**97,618**	8,413	9,570
MAR 19	72,201	71,265	**-**	(72,201)	(71,265)
APR 19	65,528	64,678	**-**	(65,528)	(64,678)
MAY 19	80,708	79,662	**-**	(80,708)	(79,662)
JUN 19	60,495	59,710	**-**	(60,495)	(59,710)
	$ 911,827	**$ 900,000**	**$ 631,676**	**$ (280,151)**	**$ (268,324)**

North Central Regional Transit District
Grant Revenue- By Month (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)



Budget to Actual FY2018

	Budget FY19	Actual FY19	Year-to-Date Budget Variance	% Year to Date vs Budget
JUL 18	$ 168,529	**$ 99,705**	$ (68,824)	59.16%
AUG 18	180,587	**158,743**	(21,844)	87.90%
SEPT 18	247,616	**240,773**	(6,843)	97.24%
OCT 18	176,941	**28,041**	(148,900)	15.85%
NOV 18	169,900	**-**	(169,900)	0.00%
DEC 18	204,810	**430,714**	225,904	210.30%
JAN 19	233,369	**177,584**	(55,785)	76.10%
FEB 19	197,074	**380,740**	183,666	193.20%
MAR 19	278,783	**-**	(278,783)	0.00%
APR 19	203,918	**-**	(203,918)	0.00%
MAY 19	423,187	**-**	(423,187)	0.00%
JUN 19	951,507	**-**	(951,507)	0.00%
	$ 3,436,221	**$ 1,516,300**	**$ (1,919,921)**	**44.13%**

Prior Year vs. Current Year FY2018

	Actual FY18	Actual FY19	Inc/(Dec) from Prior Year to Current Year	Inc/(Dec) from Prior Year to Current Year
JUL 18	$ 151,082	**$ 99,705**	$ (51,377)	65.99%
AUG 18	161,892	**158,743**	(3,149)	98.05%
SEPT 18	221,981	**240,773**	18,792	108.47%
OCT 18	158,623	**28,041**	(130,582)	17.68%
NOV 18	152,311	**-**	(152,311)	0.00%
DEC 18	183,607	**430,714**	247,107	234.58%
JAN 19	209,209	**177,584**	(31,625)	84.88%
FEB 19	176,672	**380,740**	204,068	215.51%
MAR 19	249,922	**-**	(249,922)	0.00%
APR 19	182,807	**-**	(182,807)	0.00%
MAY 19	379,376	**-**	(379,376)	0.00%
JUN 19	853,001	**-**	(853,001)	0.00%
	$ 3,080,483	**$ 1,516,300**	**$ (1,564,183)**	**49.22%**

North Central Regional Transit District
NCRTD Expenses- By Segment (Cash Basis)
As of February 28, 2019
FY2019 (July 1, 2018 to June 30, 2019)

Administrative Expenses FY18 - FY19

	Actual FY18	Budget FY19	Actual FY19	Inc (Dec) 2018 vs 2019	Year to Date Budget Variance	% Month (Year) to Date vs Budget
JUL 18	$ 102,251	$ 126,802	**$ 55,792**	$ (46,459)	$ (71,010)	44.00%
AUG 18	107,481	133,287	**145,371**	37,890	12,084	109.07%
SEPT 18	119,392	148,059	**120,935**	1,543	(27,124)	81.68%
OCT 18	108,441	134,478	**185,241**	76,800	50,763	137.75%
NOV 18	92,475	114,679	**114,740**	22,265	61	100.05%
DEC 18	103,590	128,462	**113,075**	9,485	(15,387)	88.02%
JAN 19	139,560	173,069	**132,906**	(6,654)	(40,163)	76.79%
FEB 19	107,551	133,374	**105,563**	(1,988)	(27,811)	79.15%
MAR 19	164,395	203,866	-	(164,395)	(203,866)	0.00%
APR 19	104,971	130,175	-	(104,971)	(130,175)	0.00%
MAY 19	91,106	112,980	-	(91,106)	(112,980)	0.00%
JUN 19	152,611	189,254	-	(152,611)	(189,254)	0.00%
	$ 1,393,823	**$ 1,728,486**	**$ 973,623**	**$ (420,200)**	**$ (754,863)**	**56.33%**

Operating Expenses FY18 - FY19

	Actual FY18	Budget FY19	Actual FY19	Inc (Dec) 2018 vs 2019	Inc/Dec of Budget vs Actual	% Month (Year) to Date vs Budget
JUL 18	$ 308,538	$ 322,288	**$ 172,069**	$ (136,468)	$ (150,219)	53.39%
AUG 18	288,854	301,728	**411,265**	122,410	109,537	136.30%
SEPT 18	582,554	608,517	**638,172**	55,618	29,655	104.87%
OCT 18	498,698	520,924	**946,524**	447,826	425,601	181.70%
NOV 18	1,136,316	1,186,959	**516,392**	(619,924)	(670,567)	43.51%
DEC 18	533,670	557,454	**531,481**	(2,189)	(25,973)	95.34%
JAN 19	1,062,999	1,110,374	**615,952**	(447,047)	(494,422)	55.47%
FEB 19	538,627	562,632	**1,081,547**	542,920	518,915	192.23%
MAR 19	904,175	944,472	-	(904,175)	(944,472)	0.00%
APR 19	873,562	912,495	-	(873,562)	(912,495)	0.00%
MAY 19	829,014	865,961	-	(829,014)	(865,961)	0.00%
JUN 19	1,291,112	1,348,654	-	(1,291,112)	(1,348,654)	0.00%
	$ 8,848,118	**$ 9,242,457**	**$ 4,913,402**	**$ (3,934,716)**	**$ (4,329,055)**	**53.16%**

Capital Expenses FY18 - FY19

	Actual FY18	Budget FY19	Actual FY19	Inc (Dec) 2018 vs 2019	Inc/Dec of Budget vs Actual	% Month (Year) to Date vs Budget
JUL 18	$ 2,435	$ 4,950	**$ -**	$ (2,435)	$ (4,950)	0.00%
AUG 18	3,001	6,101	-	(3,001)	(6,101)	0.00%
SEPT 18	-	-	-	-	-	0.00%
OCT 18	-	-	-	-	-	0.00%
NOV 18	125,258	254,650	**118,290**	(6,968)	(136,360)	46.45%
DEC 18	42,500	86,403	**19,797**	(22,703)	(66,606)	22.91%
JAN 19	147,269	299,399	**24,363**	(122,906)	(275,036)	8.14%
FEB 19	22,522	45,787	-	(22,522)	(45,787)	0.00%
MAR 19	100,200	203,707	-	(100,200)	(203,707)	0.00%
APR 19	36,444	74,091	-	(36,444)	(74,091)	0.00%
MAY 19	-	-	-	-	-	0.00%
JUN 19	604,955	1,229,876	-	(604,955)	(1,229,876)	0.00%
	$ 1,084,584	**$ 2,204,964**	**$ 162,450**	**$ (922,134)**	**$ (2,042,514)**	**7.37%**

EXECUTIVE REPORT
March 2019

EXECUTIVE

- Discussion with staff and property developer regarding mitigation of Dell Taco impacts on District's ventilation system and negotiated settlement.
- Discussion with Real Estate Agent for Lot 1-B and negotiated purchase of 3.3 acres.
- Participated in discussions with Taos County Manager regarding KTAOS park and ride and County Administration transit center.
- Continued attendance at various Legislative Committee Hearings to to testify on SB 11, Gross Receipts Tax for Non-Profit Organizations (LANL), HB 76 Yield to Buses, HB 6 Tax Bill and HB 321 State Transit Fund.
- Continued to meet with NMTA Legislative Committee regarding state wide transit funding.
- Retained consultant to conduct an internal workforce analysis regarding employee interactions.
- Continued discussions regarding expired Agora agreement (Eldorado park and ride) with land owner.
- Reviewed and issued final RFP for Service Plan update.
- Meet with consultant regarding management staff training.
- Commenced budget development and review of department budgets for FY 2020.
- Meet with Davenport Construction regarding construction management services for new maintenance facility.
- Participated in interviews for Financial Analyst
- Participated in interviews for Human Resources Director.
- Meet with executive recruiter for Human Resources Director search.
- Staff and I meet with Santa Fe Trails staff regarding quarterly billing for reimbursement.
- Meet with Studio Six regarding updating branding and logo.
- Conducted staff performance evaluation.
- Participated in Tribal Subcommittee meeting.
- Participated in Sustainability committee meeting.
- Performed all HR functions.
- Continued discussion with NEO Gov regarding computerized recruitment tracking, onboarding and performance evaluation systems.
- 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.
- 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
- Follow Legislative Initiatives Potentially Impacting District
- Assist in various personnel matters
- Prepare Legal Updates for Staff Meetings
- Review various contracts and amendments
- Work on Insurance Enforcement Issues
- Assist Staff responding to Grievance
- Draft and File Land Use Appeal
- Work on Adjacent Property Acquisition
- Assist with Changes to Banking Agreements
- Draft Form Contract for Incidental Uses of District Property and Coordinate Review with DOT and FTA
- Assist with Investigation Regarding Tort Claim (Fairview Incident)
- Research on New Mexico Law Regarding Variances
- Finalize Code of Conduct Policy and Staff Memo
- Assist in Executive Recruitment Process for HR Director
- Review Laws Regarding Transit Service Outside District and Prepare Angel Fire Resolution

MARKETING/PUBLIC INFORMATION

- Prepared and delivered the FY2020 Marketing Budget to Finance. Met with Finance Director and Executive Director to finalize final draft to go to Finance Subcommittee
- Developed FY2020 Marketing Plan to present to the NCRTD Board at the April Board Meeting
- Attended a one-day session at New Mexico Transit Association Annual Conference as well as the Transit Roadeo on Sunday, March 31 in which we had eight participants
- Participated in Transportation Day at the State Legislature with NMDOT and public transit providers from all over the region. The event takes place in the Capitol rotunda. We set up a table and share information about the NCRTD
- Began working with Finance on the FY2020 Budget Book which will ultimately be submitted to GFOA for award recognition
- Met with Charles Whitson at LMNOC radio Taos to discuss FY2020 advertising program
- Attended conference call with Food Service Concepts Inc. regarding the development project adjacent to the Española headquarters
- Met with firm conducting the search for new HR Director
- Organized participation in the Eldorado Earth Day event to take place April 21
- Submitted material to Executive Director for Comp and Class Study
- Worked with Rio Grande Sun for a piece that ran March 20 regarding appeal on construction project next door to headquarters
- Attended community meeting at Taos Ski Valley to hear about upcoming plans at the resort that could impact RTD bus service
- Assisted in Transit Driver Appreciation Day with social media posts and in preparing transit operator packets
- Presented multiple social media posts including events tied to TSV/Night

Rider service conclusion, Ski Santa Fe Brewski, Spring Break, Transportation Day

- Accounts payable on behalf of Finance. Worked with Michael Valverde, Transit Planner, on his department's accounts payable program
- Provided design work on branded jackets for Fleet and Facilities
- Placed various job posting ads throughout the month, including creating a new ad for Thrifty Nickel
- Issued alert regarding UNM Spring Break, end of seasonal service for Night Rider and TSV Green
- 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 as well as status meetings on Maintenance Facility construction project and on Short-Range Service Plan Update
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in March excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec spots ran 20 times in March 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 March
- 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. Signed commitment to run in the Rio Grande Sun cartoon map
- 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 Round the Roundhouse this month

OPERATIONS

- Met with Legal and Executive Director to discuss Agora bus stop
- Worked on multiple Worker's Comp reports
- Worked on Spring Bid Run Cut for systemwide changes
- Updated employee seniority list
- Drafted memo about Spring Bid and changes
- Issued Spring Bid for bidding
- Worked with Obsidian on Radio study and cost estimate
- Worked with the Village of Questa on a Charter request
- Worked with representative from CrawDaddy Blues fest for special event transportation
- Registered staff to attend the NMTA annual conference
- Participated in Unemployment hearing
- Worked on FY20 budget documents
- Met with UNM Taos on route discussion and future needs
- Continued working on vehicle transfer to PATS
- Multiple personnel issues
- Attended pre determination meeting
- Site visit with Avail
- Worked on 3G/4G Verizon sunset
- Distributed memo and Cell phone policy to all Operations staff
- Finished work on Uniform RFP
- Worked on performance measures updates
- Updates to operations job descriptions
- Worked on Spring Bid coversheet updates
- Draft and issue memo related to employees and assigned supervisors

- Worked on transportation request from the Secretary of the State
- Multiple passenger complaints and issues
- Issue notice of probationary dismissal
- Assist with opening and closing coverage
- 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 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 report
- Coordinate addressing concerns found in facilities report
- Request POs as appropriate
- Disseminate POs as appropriate
- Provide fleet data as requested by other staff
- Coordinate install of components on new buses
- Coordinate installation and removal of ads on buses
- Coordinate Avail system repairs
- Coordinate Camera system repairs
- Coordinate replacement of Angel Track camera systems
- Order one shop truck
- Coordinate buses for special events
- Drove a Special assignment as per State Police request
- Tighten lugs nuts on bus 551 at Santa Fe Trails
- Conduct interviews for Facilities Worker position
- Generate Fleet data reports as requested
- Coordinate movement of Office furniture
- Work on generating Fleet Operating procedures

SERVICE DEVELOPMENT

- February 2019 ridership report compiled through ITS; distributed throughout Agency
- ITS AVL/CAD project work including:
  - Ongoing feedback loop and review with Avail as necessary, email correspondence and discussion related to MDT issues, ridership data, wifi and cellular usage
  - Training requested for new Planner
  - Facilitate onsite visit with new representative from Avail
  - Tally sheet ridership reconciliation support as necessary
- Ongoing bimonthly meetings with Santa Fe Trails Staff to provide progress updates, discuss opportunities to collaborate
- Ongoing quarterly meetings with Los Alamos and Atomic City Transit
- Coordinated and facilitated Tribal Subcommittee; prepared agenda, solicited topics from members, supported Vice-Chair in running of meeting
- Ongoing collaboration with Wilson & Co. on the ADA Transition Plan update and the next phase of TAP ADA bus stop improvements and related construction; 60% construction plan review meeting held with NMDOT District Five, NMDOT North Region Design, NMDOT Transit & Rail, Taos

County, Wilson & Co. Currently discussing options related to stop construction prioritization and coordination with NMDOT NM68 roadway project in same area

- Ongoing efforts with Angel Fire regarding potential future public transit contracted service between Angel Fire and Taos
- Ongoing training and support to new Planner
- Represented NCRTD at Transportation Day at the Roundhouse; promoted public transit
- Ongoing work to submit Tribal NTD reports for NCRTD member Tribes and Jicarilla Apache Nation
- Met with Santa Fe County to discuss possible bus stop relocation and future possible route modifications in Eldorado
- Completed departmental budget; participated in budget review process
- Supported Rio Metro and MRCOG in its ITS RFP process
- Met with UNM-Taos representatives to discuss future transit services and the upcoming Service Plan Update; also discussed the TAP bus stop improvement (on hold until UNM completes is parking lot and traffic flow construction project)

HUMAN RESOURCES

- Currently performed under Executive Director

Performance Measures
for
FY2019

February

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**

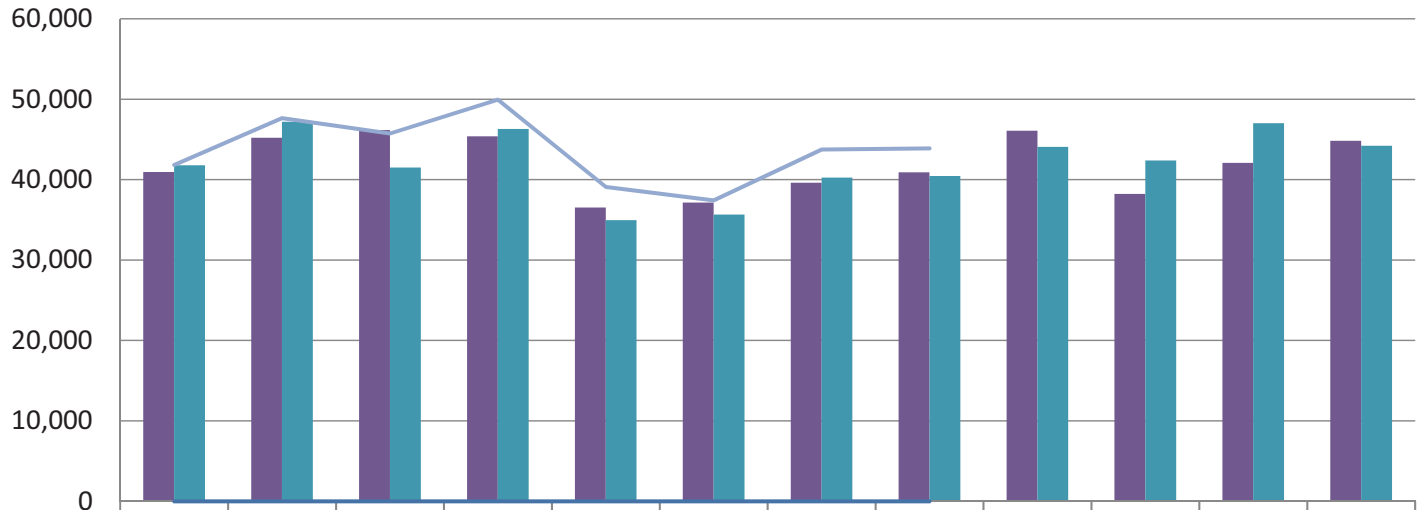
2. **Fleet:**
    a. **Transit Vehicle Accidents**
    b. **Spare Vehicle Ratio**
    c. **Percentage of Preventative Maintenance**
    d. **Miles Per Gallon**

3. **Customer Relations:**
    a. **Incidents, Complaints & Commendations**

Performance Measure – Administrative:

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.

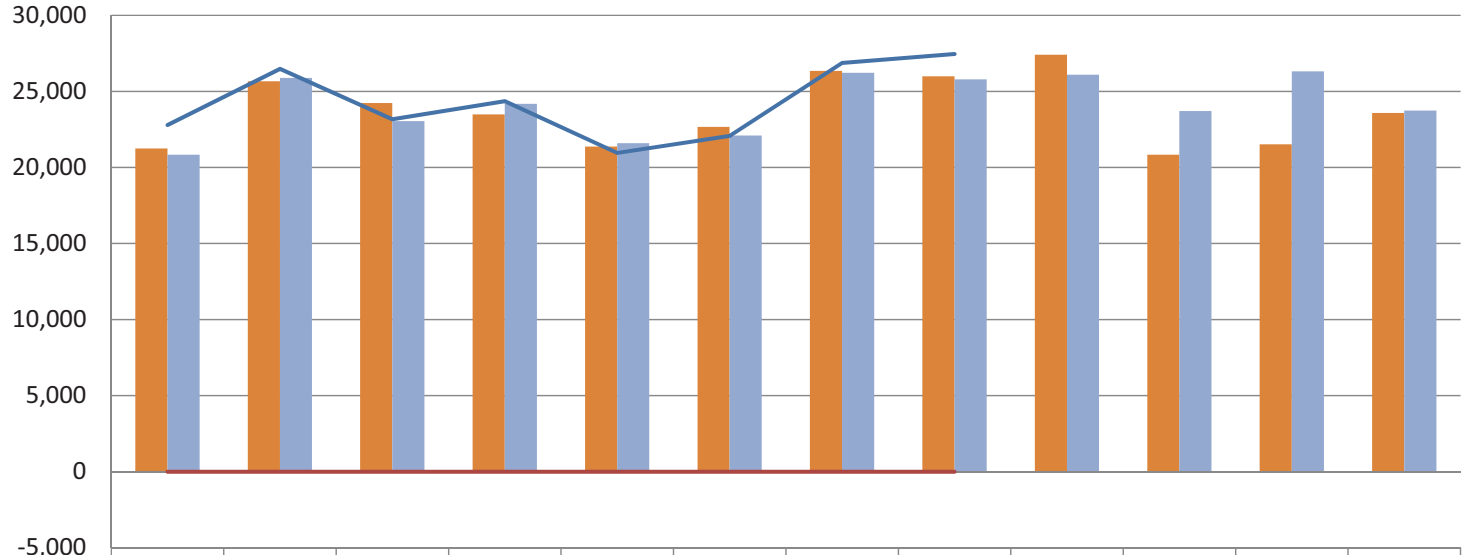


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY 16-17	40,932	45,202	46,154	45,373	36,527	37,142	39,603	40,901	46,068	38,208	42,072	44,829
FY 17-18	41,785	47,195	41,493	46,289	34,957	35,640	40,253	40,449	44,066	42,365	47,006	44,202
FY 18-19	41,808	47,639	45,731	49,939	39,097	37,420	43,751	43,887				
% of Change from Previous Year	0%	1%	10%	8%	12%	5%	9%	8%				

FY16/17 = 503,011 - FY17/18 = 505,700 - FY18/19 = 349,272

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.

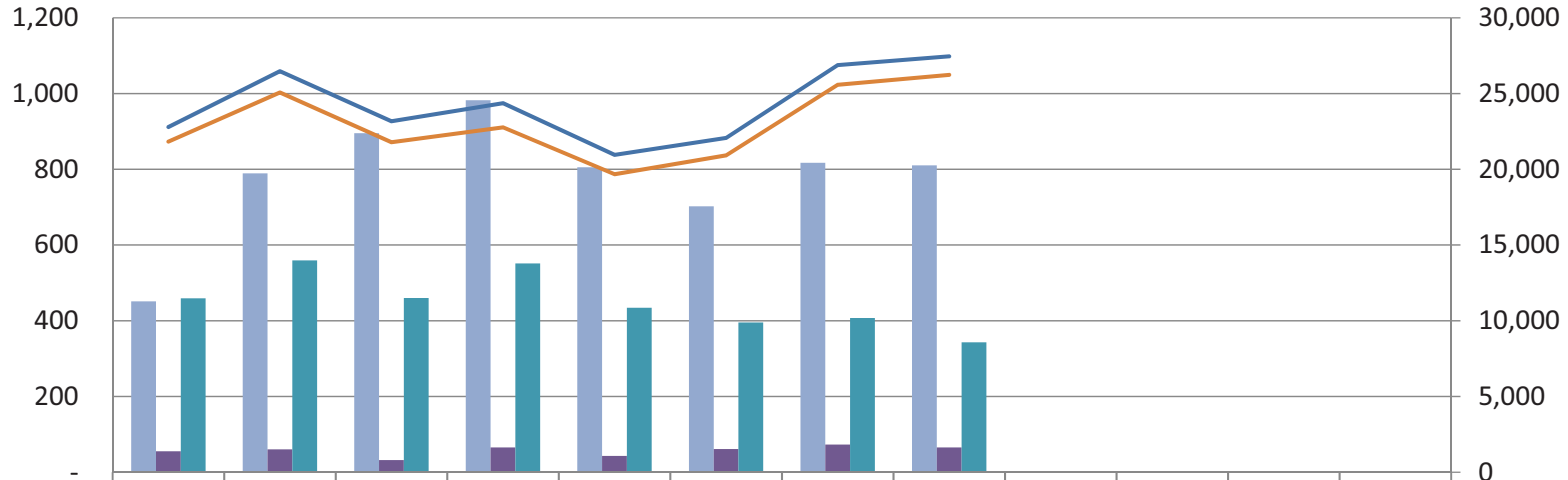


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY 16-17	21,241	25,654	24,227	23,487	21,364	22,666	26,341	25,981	27,404	20,829	21,513	23,578
FY 17-18	20,834	25,875	23,045	24,173	21,586	22,097	26,212	25,783	26,092	23,699	26,314	23,731
FY 18-19	22,789	26,475	23,168	24,360	20,952	22,073	26,872	27,454				
% of Change from Previous Year	9%	2%	1%	1%	-3%	0%	3%	6%				

FY16/17 = 284,285 - FY17/18 = 289,441 - FY18/19 = 194,143

Ridership Tracking of NCRTD Operated Routes – By Service Type

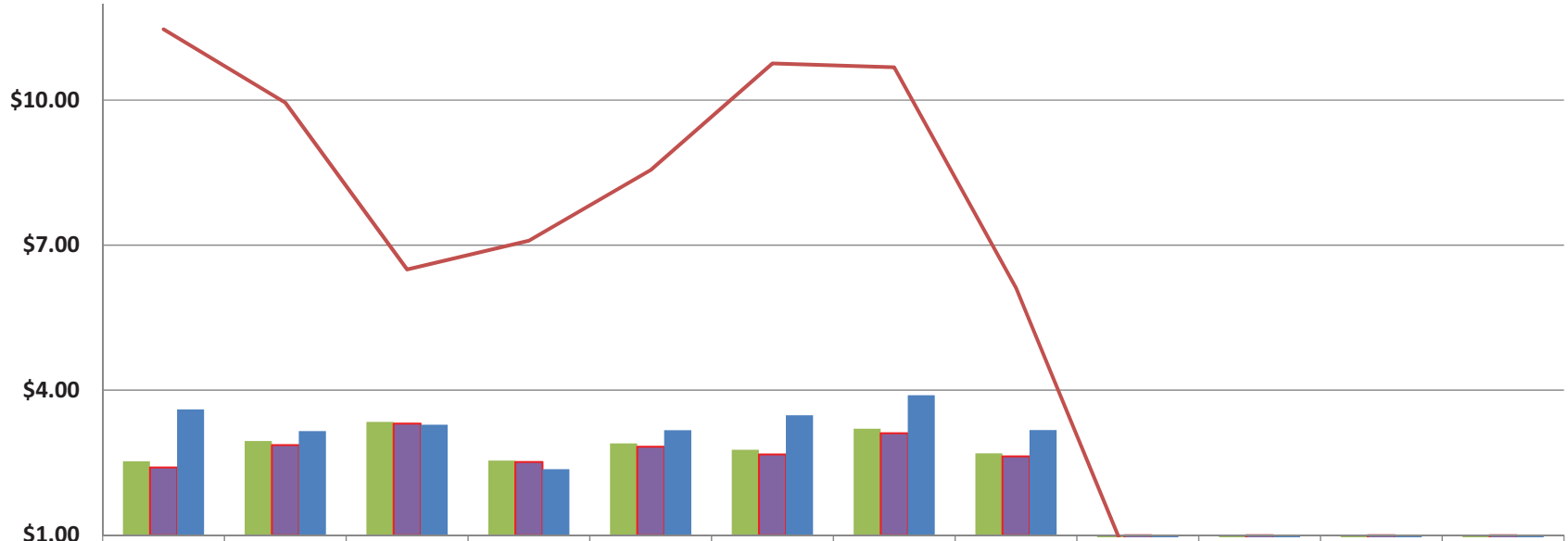
This data includes the total ridership broken down by specific service types. Services include Fixed Route, Demand, Dial A Ride and Paratransit. Breaking down the ridership by specific service type allows staff to evaluate ridership to determine service effectiveness and opportunities for ridership improvement.



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Demand	451	789	895	982	805	702	817	810				
Dial A Ride	55	60	32	65	43	61	73	65				
Paratransit	459	559	460	551	434	395	407	343				
Fixed Route	21,824	25,067	21,781	22,762	19,670	20,915	25,575	26,236				
Systemwide	22,789	26,475	23,168	24,360	20,952	22,073	26,872	27,454				

Operational Cost Per Passenger Mile

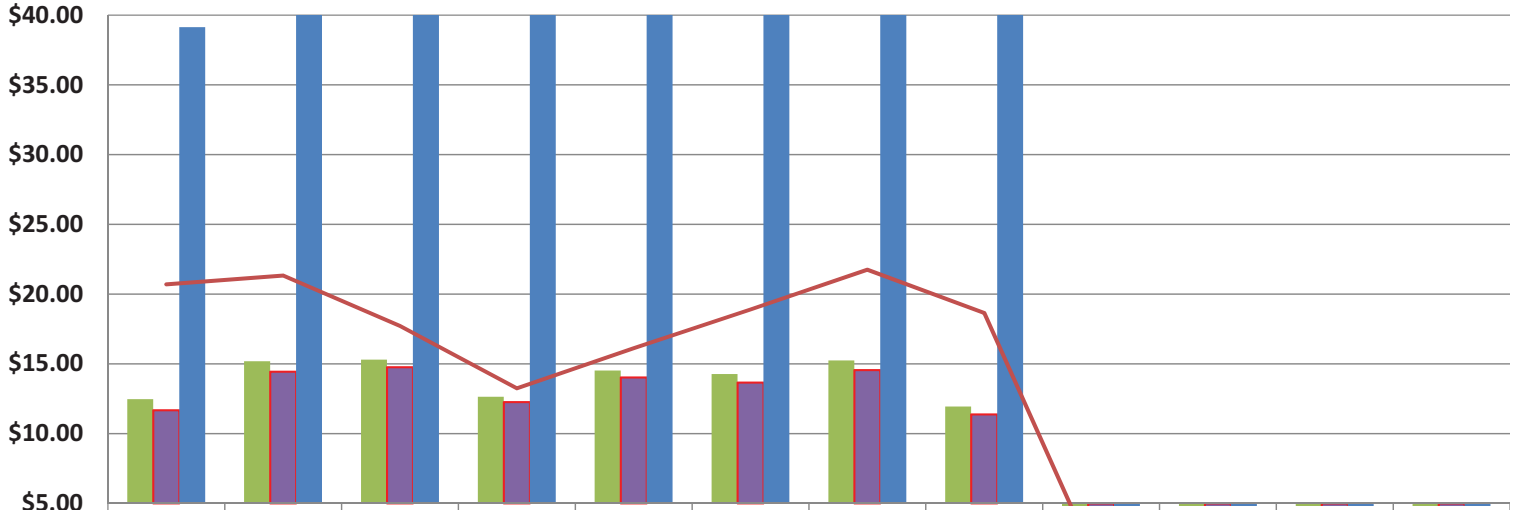
Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures and the number 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.



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Systemwide	$2.53	$2.95	$3.34	$2.54	$2.90	$2.76	$3.20	$2.69	$0.00	$0.00	$0.00	$0.00
Fixed Route	$2.40	$2.86	$3.31	$2.51	$2.83	$2.67	$3.11	$2.63	$0.00	$0.00	$0.00	$0.00
Demand	$3.60	$3.15	$3.28	$2.36	$3.17	$3.48	$3.89	$3.17	$-	$-	$-	$0.00
Paratransit	$11.46	$9.95	$6.50	$7.09	$8.56	$10.76	$10.68	$6.11	$-	$-	$-	$-

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.

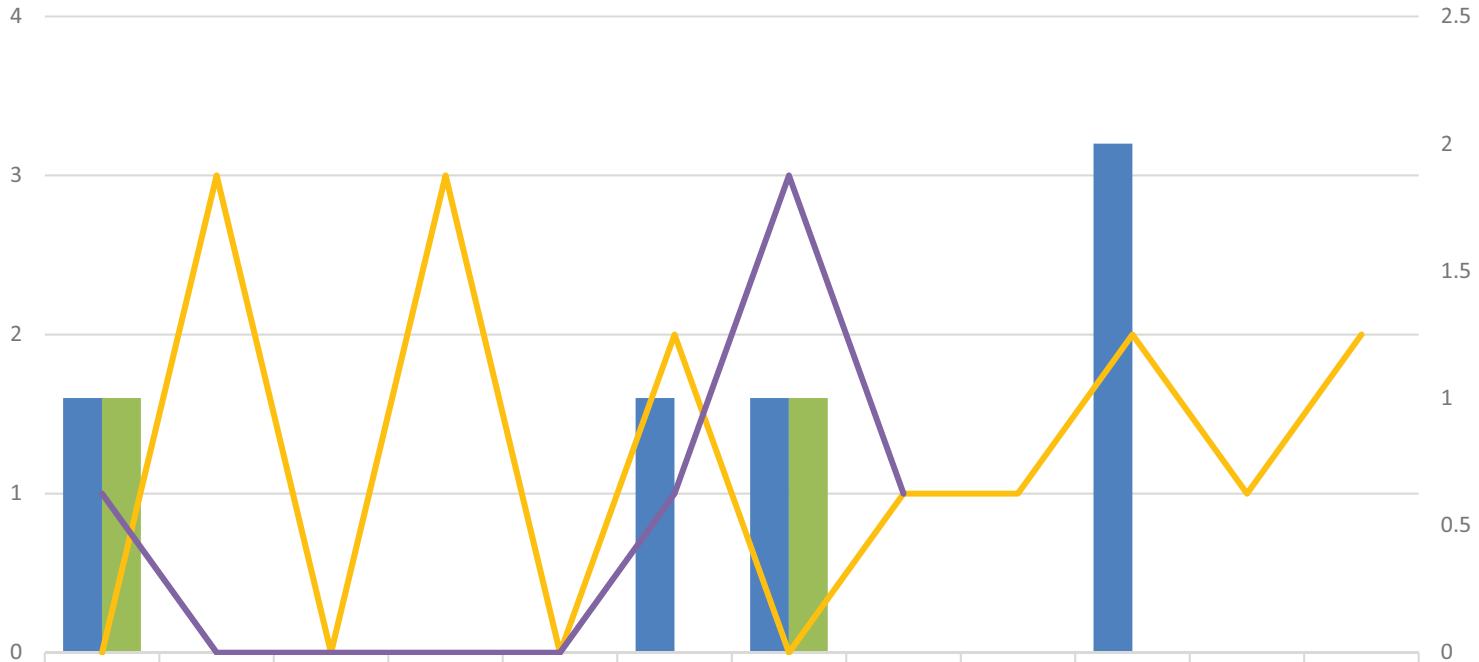


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Systemwide	$12.47	$15.18	$15.30	$12.64	$14.52	$14.27	$15.25	$11.94	$0.00	$0.00	$0.00	$0.00
Fixed Route	$11.67	$14.44	$14.77	$12.27	$14.03	$13.66	$14.56	$11.38	$0.00	$0.00	$0.00	$0.00
Demand	$39.13	$54.83	$51.16	$41.60	$42.92	$42.89	$54.49	$44.29	$-	$-	$-	$-
Paratransit	$20.71	$21.34	$17.73	$13.25	$16.12	$18.90	$21.75	$18.65	$-	$-	$-	$-

Performance Measure – Fleet:

Accidents per Month

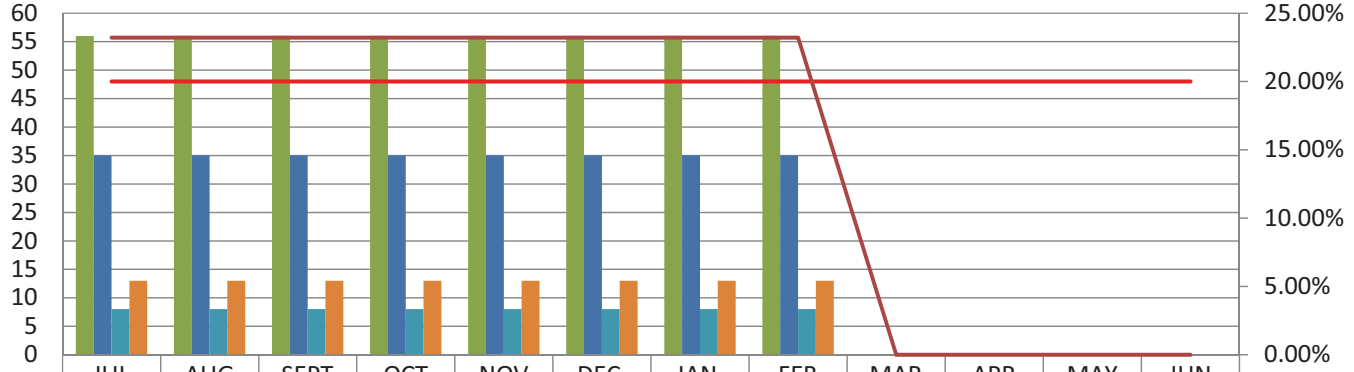
This measurement shows how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may 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.



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY17/18 Major Accidents	1	0	0	0	0	1	1	0	0	2	0	0
FY18/19 Major Accidents	1	0	0	0	0	0	1	0				
FY17/18 Minor Accidents	0	3	0	3	0	2	0	1	1	2	1	2
FY18/19 Minor Accidents	1	0	0	0	0	1	3	1				

Spare Vehicle Ratio

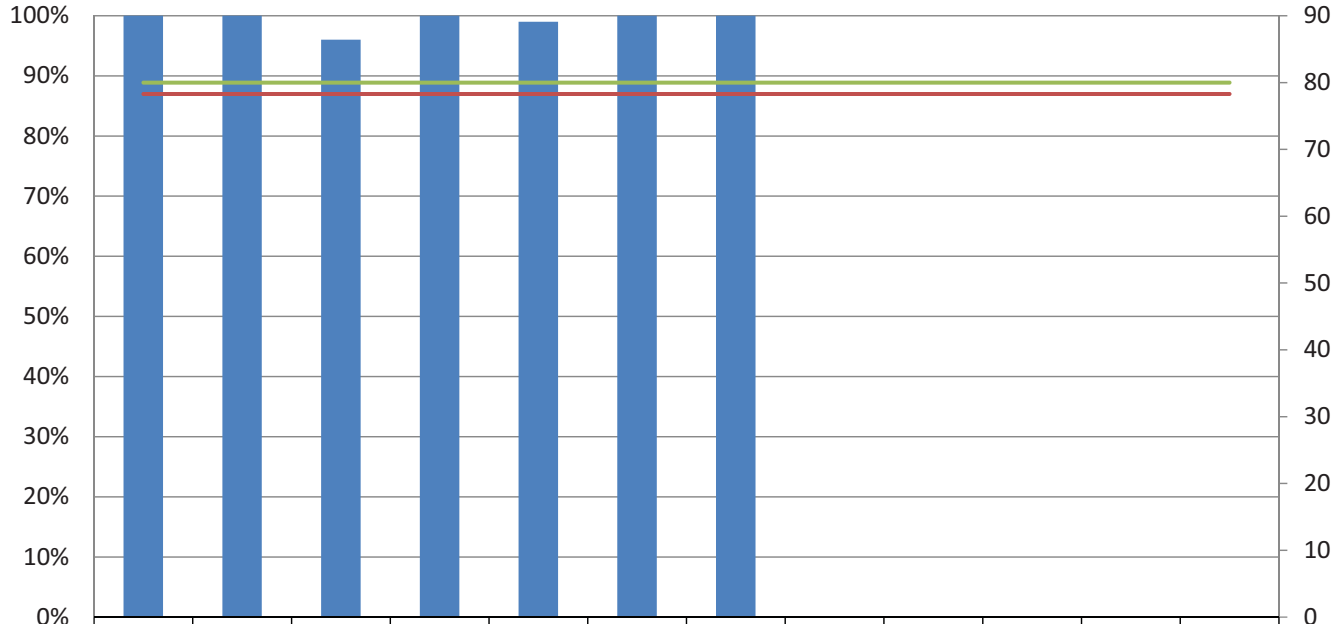
FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles for Small and Large Urban Transit Providers. NCRTD's fleet totals 56 and is exempt from this 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.



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Total Number of Transit Vehicles	56	56	56	56	56	56	56	56				
Peak Service Vehicles Daily	35	35	35	35	35	35	35	35				
Contingency Vehicles	8	8	8	8	8	8	8	8				
Spare Vehicles	13	13	13	13	13	13	13	13				
FTA Recommended Spare Ratio	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Spare Ratio	23.21%	23.21%	23.21%	23.21%	23.21%	23.21%	23.21%	23.21%	0.00%	0.00%	0.00%	0.00%

Percentage of "On-Time" PM / Inspections

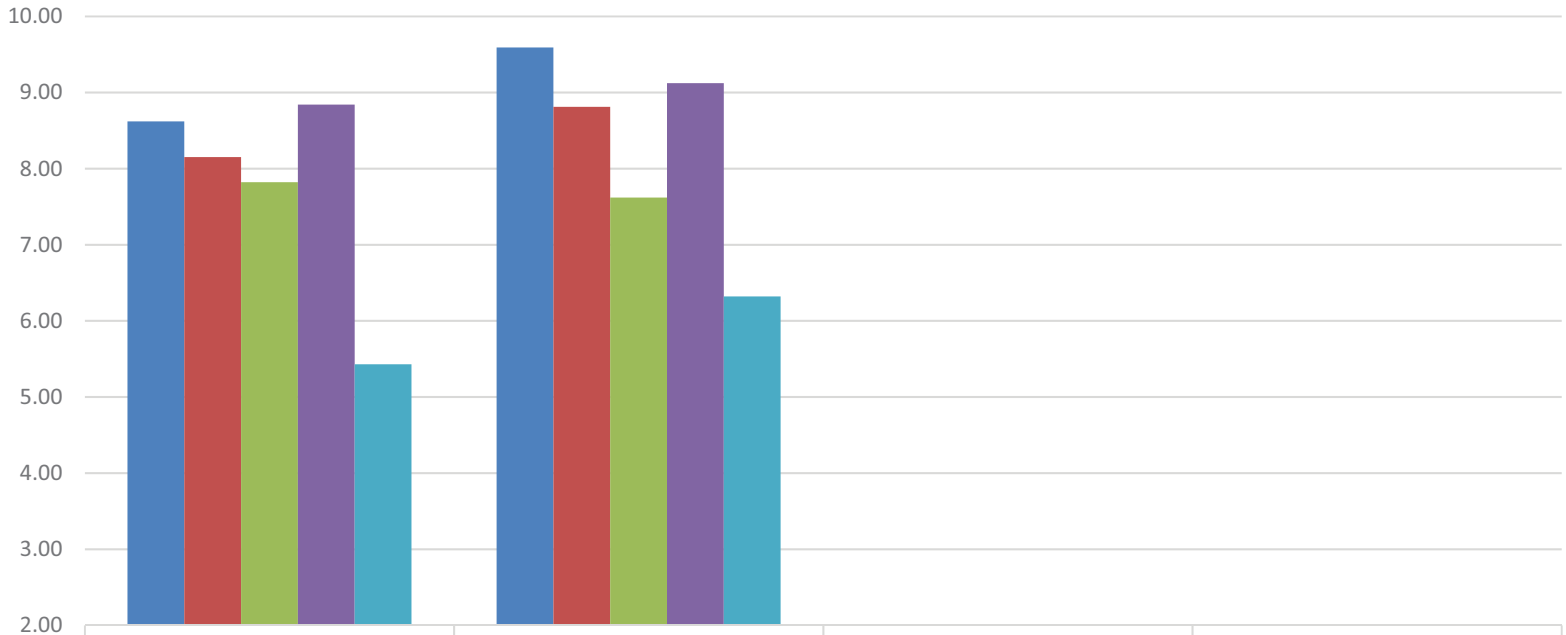
The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules 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.



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
NCRTD Completed	100	100	96	100	99	100	100					
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87
State Recommendation	80	80	80	80	80	80	80	80	80	80	80	80

Average Miles Per Gallon

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.



	JUL - SEP	OCT - DEC	JAN - MAR	APR - JUN
Unleaded	8.62	9.59		
Diesel	8.15	8.81		
E85	7.82	7.62		
CNG	8.84	9.12		
LPG	5.43	6.32		

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 categorize 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.

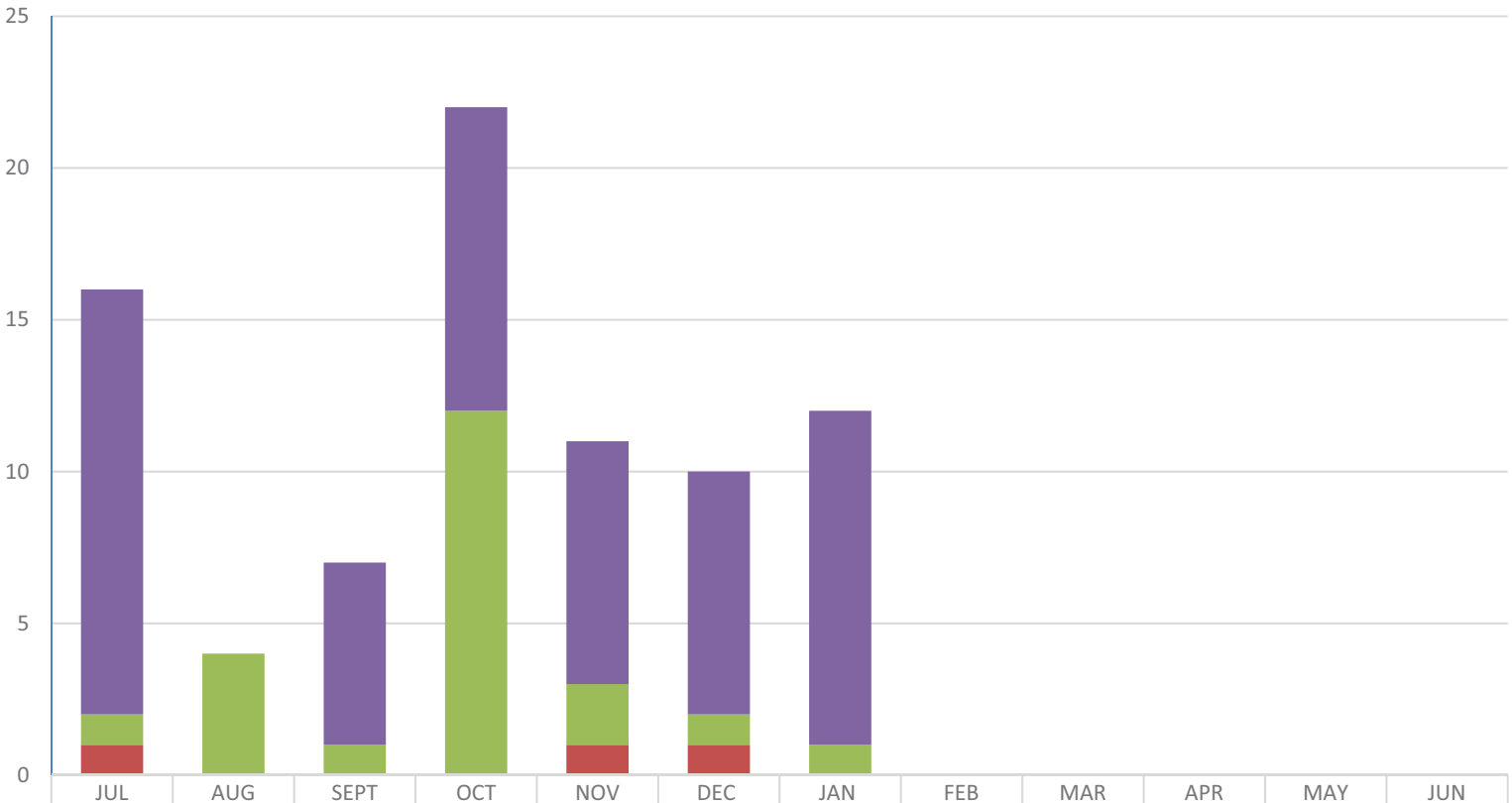
Compliments are categorized by the different positions within Operations. Compliments are shared with employees and when situations truly show that staff went above the call of duty they are recognized through the “Above and Beyond” recognition program at the NCRTD. Supervisors and Operators may use compliments at the time of their evaluation.

1. **While at the Park N Ride stop a male passenger got off the bus as five male passengers boarded the bus. The five male passengers who boarded the bus began to yell at the male passenger who was getting off the bus. The male passenger who exited the bus got back on the bus and began to fight with the other five passengers. The driver got out of his seat to break up the fight. He asked the one passenger who got back on the bus to get off the bus and then departed from Park N Ride.**
2. **Passengers on the bus reported to the driver a passenger was convulsing. The driver pulled over at a stop to radio dispatch for medical assistance. Paramedics arrived, and the passenger was taken to the hospital by ambulance.**
3. **While backing up a bus a driver struck the stairs at the Taos office. No damage was done to stairs or bus.**
4. **At the Sheridan stop the driver had to advise a passenger who had fallen asleep in the back seat to get off the bus. The passenger was hesitant to get off the bus and began to give the driver a hard time. The driver remined him of our policy of joy riding, in which the passenger threatened the driver he would be fired by the next day. The driver stated the passenger seemed to have been intoxicated or drug induced. The passenger exited the bus without incident.**
5. **A passenger who boarded the bus at Park N Ride began yelling at the driver and other passengers as the bus pulled out of the stop. The driver asked the passenger to stop yelling but he continued to yell. At the next safe stop the driver asked the passenger to get off the bus. The passenger got off the bus but then attempted to get back on the bus. The driver told him he was not allowed on the bus for the remainder of the day. The driver stated the passenger did not appear to be intoxicated or drug impaired, he thought it was more of a mental issue.**

Performance Measure – Customer Relations:

6. A passenger who boarded the bus at the Penasco Housing did not appear to be impaired. As the route continued the driver over heard her talking to other passengers stating she did not know what she was doing or where she was going.
7. While on route the driver happened to look through the mirror to see a man who was seated at the back of the bus with a needle in his mouth. She asked him what he was doing, she advised him that he would need to get off the bus. The driver pulled over by Echo Canyon and the passenger got off the bus without incident.
8. Two passengers boarded the bus at the Las Lomas stop. One of the passengers who boarded the bus began to yell at another passenger that was already on the bus. The driver asked the passenger who was yelling to get off the bus at the next stop, passenger got off without incident.
9. While the driver was turning into the Taos yard the lights on the gate posts were not working, making it difficult for driver to see the post. The driver took too sharp of a turn, striking the post with the side of the bus.
10. A passenger who boarded the bus at the Habitat for Humanity stop began to hit another passenger who was already on the bus. The driver asked the passenger exited the bus at the next stop, passenger got off without incident.
11. Driver refused service to a passenger at the Park N Ride stop due to intoxication.
12. Two passengers, one male and one female, boarded the bus at the Park N Ride lot. The driver asked them where they were headed. They stated they were going to Roman drive. The driver advised them they needed to stay awake and alert if they were going to ride. When the driver reached their destination Roman Drive she advised them of the stop. She observed the woman was crouched over the male's laps. The male passenger advised the driver they changed their drop off location and wanted to go to Walgreen's. The driver told him they would need to get off at the Roman Drive stop as previously requested. The driver radioed dispatch to have a supervisor and the police sent to the stop.
13. While pulling up to the Indian Hospital the driver observed a female passenger who was trying to get the male passenger up from the floor of the bus. The driver asked them what was going on. The male passenger responded with vulgar language. The driver asked them to exit the bus and they refused. The driver exited the bus to call dispatch for police assistance. As the police were arriving the couple exited the bus, the male passenger fell on the side walk as he stepped off the bus.
14. Five riders boarded the bus at the Habitat for Humanity stop on Riverside. One of the riders advised the driver as they boarded they wanted to get the Santa Fe bus. The driver informed the passenger the Santa Fe bus had already departed from the Park N Ride on the way to Santa Fe. As they reached the Arrow Motel stop one of the passenger's became belligerent with the driver, he appeared to be intoxicated, and began to give the driver a hard time because he missed Santa Fe bus. The driver asked the passenger to get off the bus at the Arrow Motel stop. While exiting the bus that passenger cursed at the driver and told him that he would be getting fired.
15. The driver was parked at the Park N Ride lot waiting to depart from the stop when he saw a male individual stuffing papers in the tailpipe of the bus. The driver got down from the bus and asked the individual why he had done that. This individual cursed at the driver. The driver told him he was not allowed to ride the bus. The driver radioed dispatch to notify them of the situation and continued the route.
16. The caller stated an NCRTD driver caused him to slam on his brakes to avoid hitting a concrete barrier at the entrance of Hwy 84/285 on the Camel Rock road headed north. Operation Manager advised supervisor to discuss the matter with the driver. Supervisor was to coach the driver on the proper and safe way to enter the roadway.
17. The Caller stated the driver did not stop at two designated stops on the Penasco Route and was very rude. Operation Supervisor viewed the video and saw there was one female passenger on the bus. The driver did pull in to one of the designated stops but failed to pull into the Talpa stop. The driver did not appear to be rude with the passenger. The supervisor will be talk to the driver about the importance of stopping at all the designated stops.

Performance Measure – Incidents, Complaints & Commendations:



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Incidents	14	0	6	10	8	8	11	0				
Complaints	1	4	1	12	2	1	1	0				
Commendations	1	0	0	0	1	1	0	0				

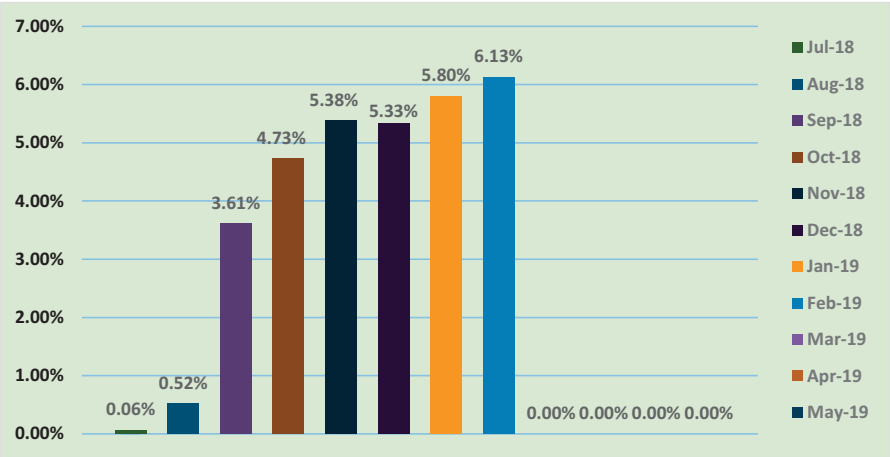
Performance Measure – Incidents, Complaints & Commendations:

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Incident - Driver-Non Rider	2	0	1	1	1	2	5	0				
Incident - Passenger	4	0	1	2	2	2	1	0				
Incident Driver-Rider	8	0	4	6	4	4	5	0				
Incident - Passenger Non- Rider	0	0	0	1	1	0	0	0				
Complaint - Schedule Issues	0	2	0	0	0	0	1	0				
Complaint - Operator Performance	1	2	1	12	2	1	0	0				
Complaint - Against other Passengers	0	0	0	0	0	0	0	0				
Commendation - Operator Performance	1	0	0	0	0	1	0	0				
Commendation - Dispatch	0	0	0	0	0	0	0	0				
Commendation - Scheduling	0	0	0	0	1	0	0	0				
Total	16	4	7	22	11	10	12	0	0	0	0	0

NCRTD Monthly Ridership Summary

February 2, 2019 through February 28, 2019

Calendar Operating Days	This Year
Jul-18	30
Aug-18	31
Sep-18	29
Oct-18	30
Nov-18	27
Dec-18	29
Jan-19	29
Feb-19	28
Mar-19	
Apr-19	
May-19	
Jun-19	



Monthly System Totals	This Year	Last Year	%Change	Year to Date Totals: This Year	Last Year	Difference	%Change
NCRTD Operated	27,454	25,783	**6.48%**	194,143	189,605	4,538	**2.39%**
NCRTD Funded	16,433	14,666	**12.05%**	155,129	139,498	15,631	**11.21%**
All Systems Funded Total	43,887	40,449	**8.50%**	349,272	329,103	20,169	**6.13%**

System Daily Averages	This Year	Last Year	% Change
NCRTD Operated	981	921	**6.51%**
NCRTD Funded	587	524	**12.02%**
Systems Total	1568	1445	**8.51%**

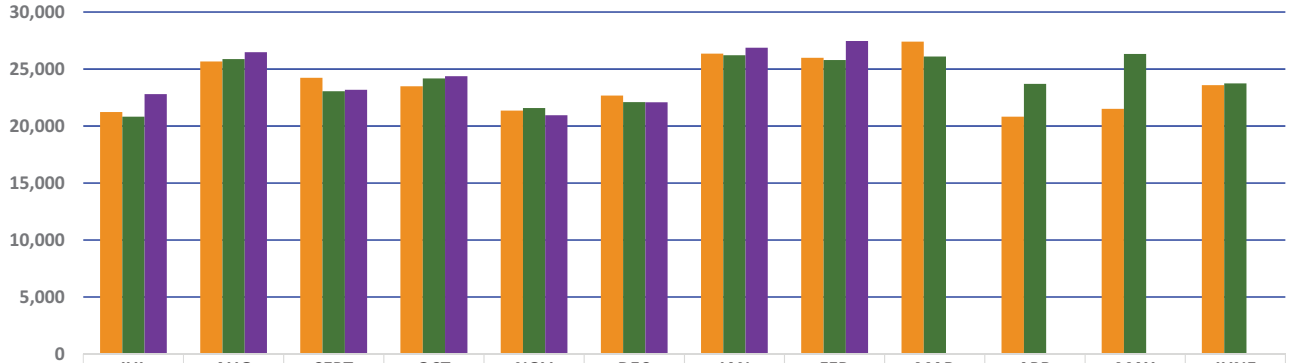
Total Ridership YTD % Change	
Jul-18	0.06%
Aug-18	0.52%
Sep-18	3.61%
Oct-18	4.73%
Nov-18	5.38%
Dec-18	5.33%
Jan-19	5.80%
Feb-19	6.13%
Mar-19	
Apr-19	
May-19	
Jun-19	

On Time Performance

Early	On Time	Late
28.71%	63.13%	7.71%

FY 18/19 February Ridership

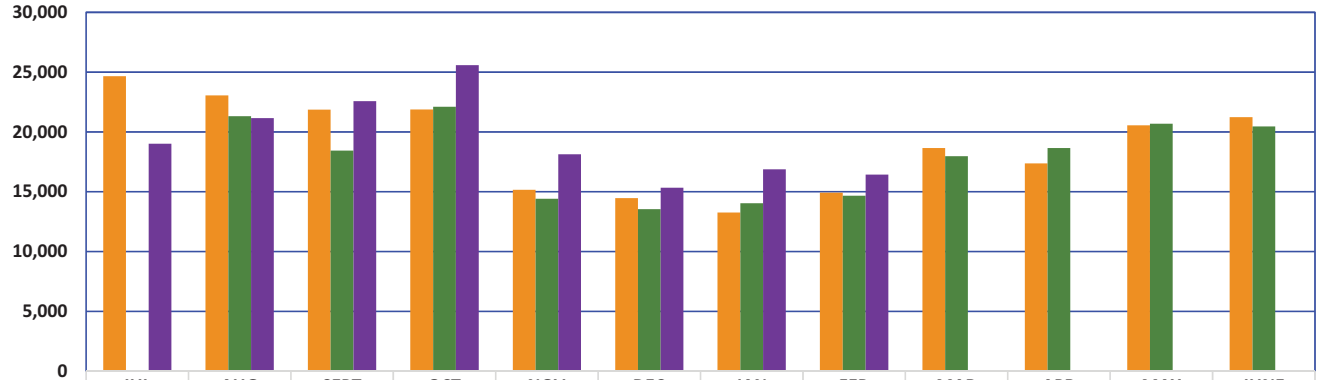
Comparative Ridership NCRTD Operated Routes ONLY



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	21,241	25,654	24,227	23,487	21,364	22,666	26,341	25,981	27,404	20,829	21,513	23,578
FY17/18	20,834	25,875	23,045	24,173	21,586	22,097	26,212	25,783	26,092	23,699	26,314	23,731
FY18/19	22,789	26,475	23,168	24,360	20,952	22,073	26,872	27,454				

FY16/17 = 284,285 FY17/18 = 289,441 FY18/19 = 194,143

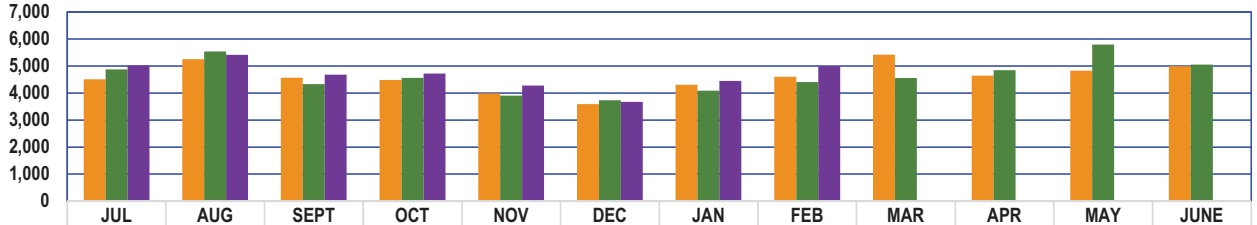
Comparative Ridership NCRTD Funded Routes



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	24,656	23,049	21,877	21,886	15,163	14,476	13,262	14,920	18,664	17,379	20,559	21,251
FY17/18	0	21,320	18,448	22,116	14,413	13,543	14,041	14,666	17,974	18,666	20,692	20,471
FY18/19	19,019	21,164	22,563	25,579	18,145	15,347	16,879	16,433				

FY16/17 = 227,142 FY17/18 = 217,301 FY18/19 = 155,129

100-Riverside

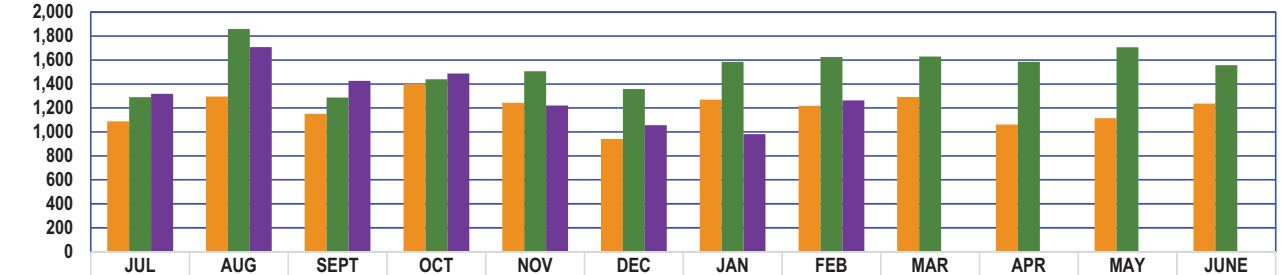


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	4,511	5,255	4,570	4,487	3,986	3,589	4,308	4,601	5,422	4,645	4,829	4,994
FY17/18	4,874	5,541	4,330	4,561	3,904	3,734	4,088	4,409	4,558	4,846	5,793	5,054
FY18/19	5,025	5,415	4,678	4,722	4,279	3,675	4,447	4,993				

FY16/17 = 55,197 FY17/18 = 55,692 FY18/19 = 37,234

On Time Performance: 9.9% Early / OnTime 70% /20.2% Late

110-Westside

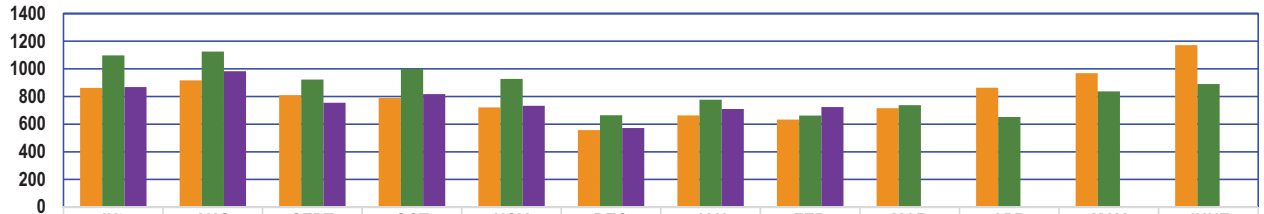


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	1,089	1,296	1,151	1,401	1,244	941	1,270	1,218	1,292	1,062	1,115	1,237
FY17/18	1,290	1,860	1,287	1,440	1,507	1,358	1,586	1,626	1,630	1,585	1,707	1,557
FY18/19	1,318	1,709	1,426	1,488	1,220	1,056	981	1,263				

FY16/17 = 14,316 FY17/18 = 18,433 FY18/19 = 10,461

On Time Performance: 6.8% Early / 71.8% On Time / 21.4% Late

150-Chimayo

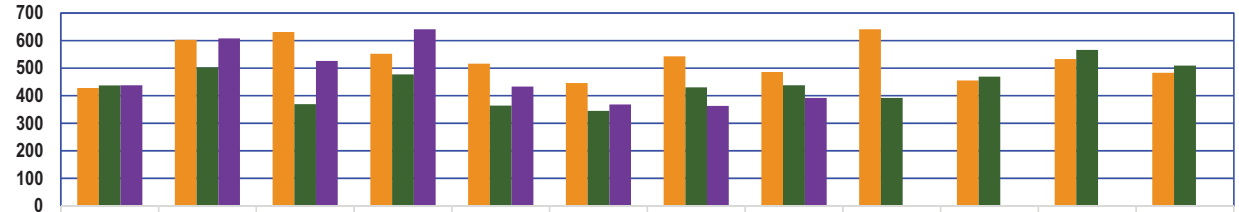


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	863	917	809	789	721	557	663	633	716	864	969	1,172
FY17/18	1,097	1,125	923	1,000	927	665	777	662	738	652	837	890
FY18/19	868	983	755	817	733	572	710	724				

FY16/17 = 9,673 FY17/18 = 10,293 FY18/19 = 6,162

On Time Performance: 11.1% Early / 76.8% One Time / 12% Late

160-Santa Clara

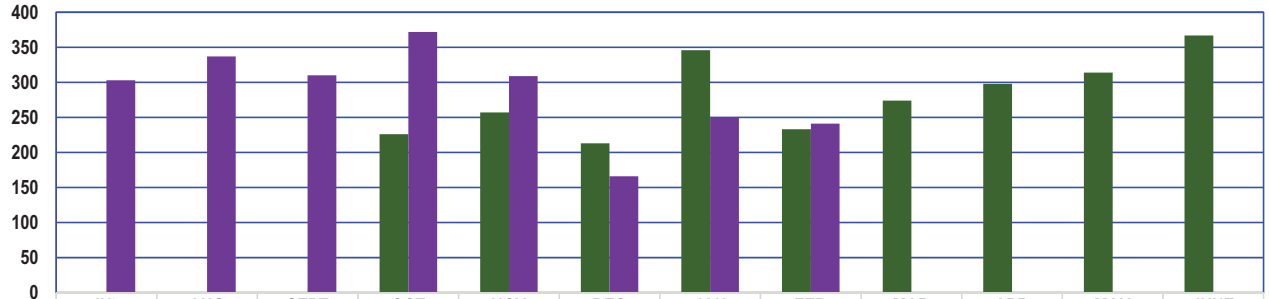


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	428	603	631	552	516	446	543	486	641	455	533	483
FY17/18	437	503	369	477	364	345	430	438	392	469	566	509
FY18/19	438	608	526	641	433	368	363	392				

FY16/17 = 6,317 FY17/18 = 5,299 FY18/19 = 3,769

On Time Performance: 5.8% Early / 87% On Time /7.2% Late

170 - JICARILLA

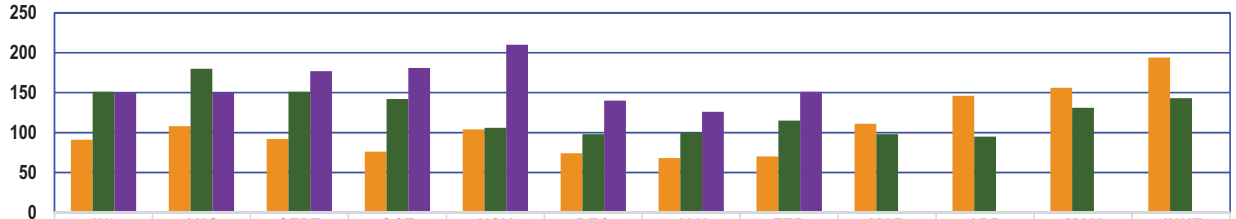


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY17/18	0	0	0	226	257	213	346	233	274	298	314	367
FY18/19	303	337	310	372	309	166	250	241				

FY17/18 = 2,528 FY18/19 = 2,288

On Time Performance: 21.9% Early / 46.3% On Time / 31.8% Late

180-El Rito

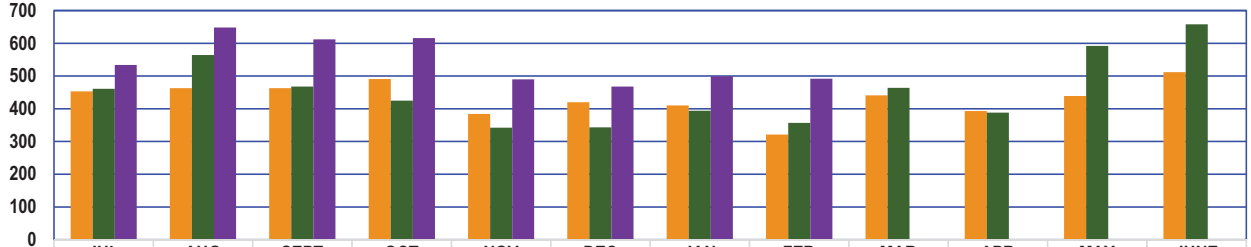


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	91	108	92	76	104	74	68	70	111	146	156	194
FY17/18	151	180	151	142	106	98	100	115	98	95	131	143
FY18/19	150	150	177	181	210	140	126	151				

FY16/17 = 1,290 FY17/18 = 1,510 FY18/19 = 1,285

On Time Performance: 11.7% Early / 53.4%On Time / 35% Late

190-Chama

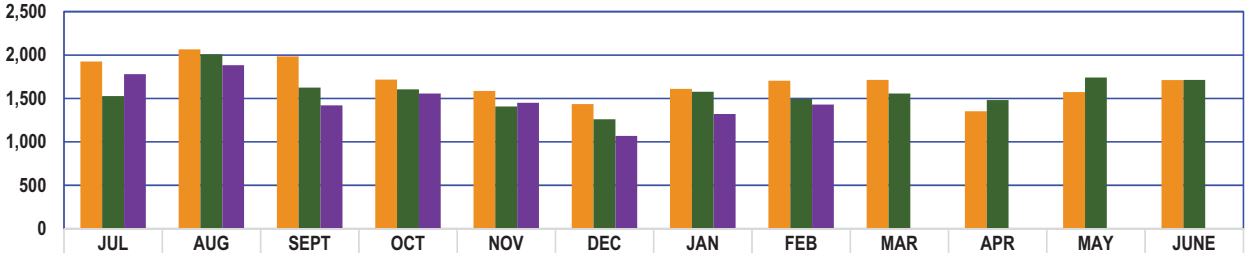


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	453	463	463	491	384	420	410	321	441	393	439	512
FY17/18	461	564	468	425	342	343	394	357	464	388	592	658
FY18/19	534	648	612	616	490	468	499	492				

FY16/17 = 5,190 FY17/18 = 5,456 FY18/19 = 4,359

On Time Performance: 13.8% Early / 64.1% On Time / 22.2% Late

200-Santa Fe

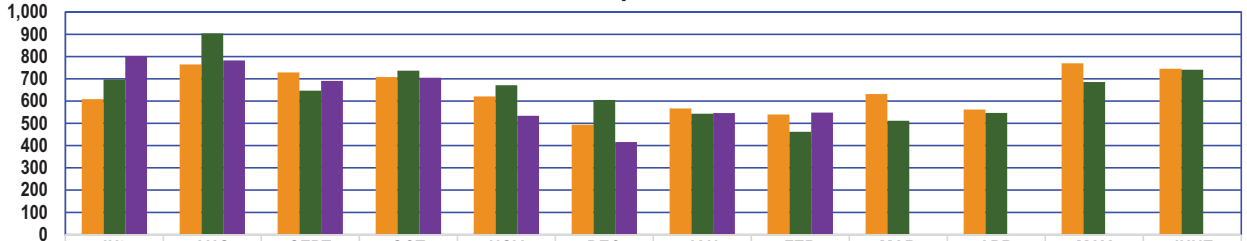


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	1,926	2,065	1,984	1,717	1,587	1,435	1,611	1,704	1,714	1,353	1,574	1,711
FY17/18	1,527	2,008	1,625	1,604	1,407	1,261	1,577	1,494	1,556	1,481	1,742	1,714
FY18/19	1,779	1,884	1,420	1,556	1,450	1,068	1,321	1,429				

FY16/17 = 20,381 FY17/18 = 18,996 FY18/19 = 11,907

On Time Performance: 7.6% Early / 67.7% On Time / 24.7% Late

220-Tesuque

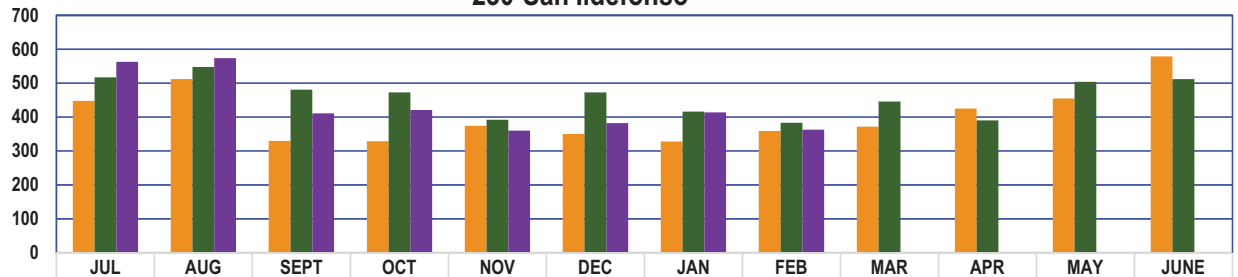


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	609	765	729	708	621	494	567	540	632	562	770	745
FY17/18	697	904	647	737	671	605	543	462	512	547	686	741
FY18/19	803	783	691	705	534	416	546	548				

FY16/17 = 7,742 FY17/18 = 7,752 FY18/19 = 5,026

On Time Performance: 10.8% Early / 82.8% On Time / 6.4% Late

230-San Ildefonso



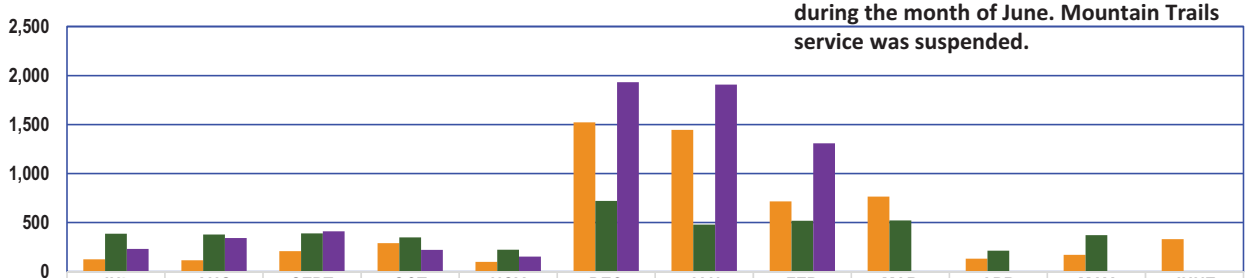
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	448	512	330	329	374	350	328	359	372	425	455	579
FY17/18	517	548	481	473	392	473	416	383	446	390	504	512
FY18/19	563	574	411	421	360	382	414	363				

FY16/17 = 4,861 FY17/18 = 5,535 FY18/19 = 3,498

On Time Performance: 9.6% Early / 84.3% On Time / 6.1% Late

255-Mountain Trail

*Santa Fe National Forest was closed during the month of June. Mountain Trails service was suspended.

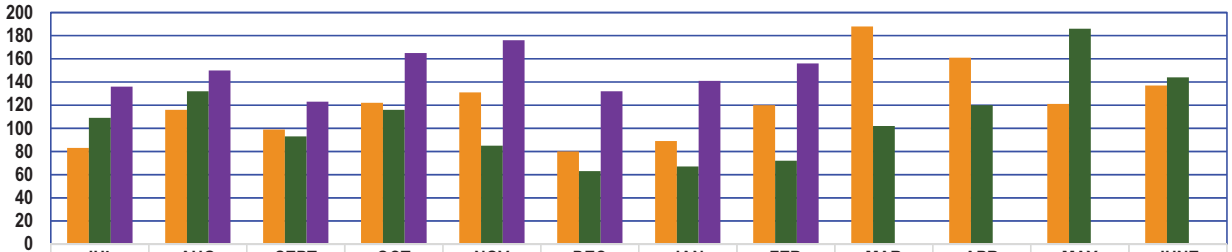


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	124	115	208	289	99	1,523	1,445	716	765	131	171	331
FY17/18	386	378	389	349	223	720	479	518	521	212	371	0
FY18/19	231	342	410	221	152	1933	1908	1309				

FY16/17 = 5,917 FY17/18 = 4,546 FY18/19 = 6,506

On Time Performance: 27% Early / 56.4% On Time / 16.5% Late

260-La Cienega

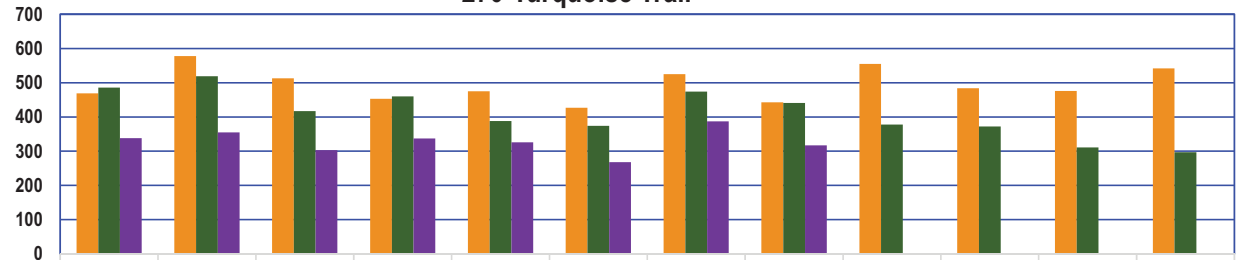


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	83	116	99	122	131	80	89	120	188	161	121	137
FY17/18	109	132	93	116	85	63	67	72	102	120	186	144
FY18/19	136	150	123	165	176	132	141	156				

FY16/17 = 1,447 FY17/18 = 1,289 FY18/19 = 1,179

On Time Performance: 5.3% Early / 87.1% On Time / 7.6% Late

270-Turquoise Trail

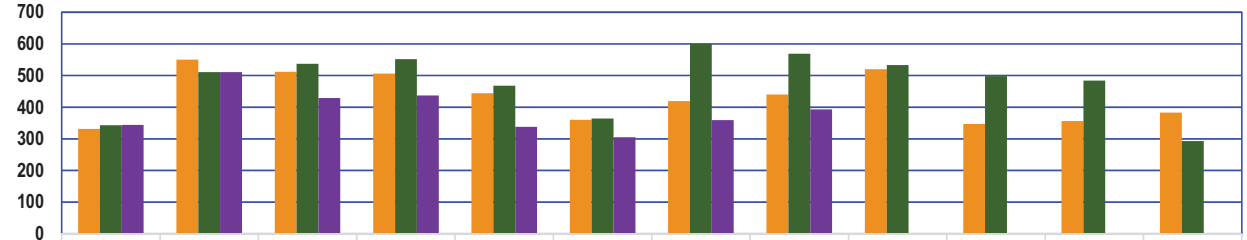


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	469	578	513	453	475	427	525	443	555	484	476	542
FY17/18	486	519	417	460	388	374	474	441	378	372	311	297
FY18/19	338	355	303	337	326	268	387	317				

FY16/17 = 5,940 FY17/18 = 4,917 FY18/19 = 2,631

On Time Performance: 10.5% Early / 75.3% On Time / 14.2% Late

280-Eldorado

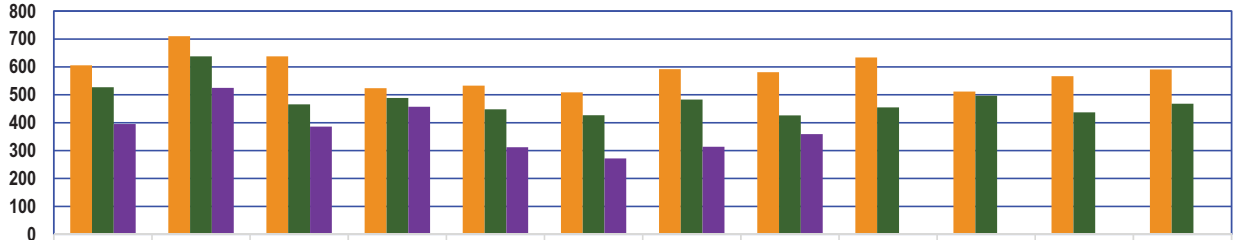


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	331	550	512	506	444	360	419	440	520	347	356	383
FY17/18	343	511	537	552	468	364	601	569	533	498	484	293
FY18/19	344	511	429	437	338	305	359	393				

FY16/17 = 5,168 FY17/18 = 5,753 FY18/19 = 3,116

On Time Performance: 13.5% Early / 83.2% On Time / 3.3% Late

290-Edgewood

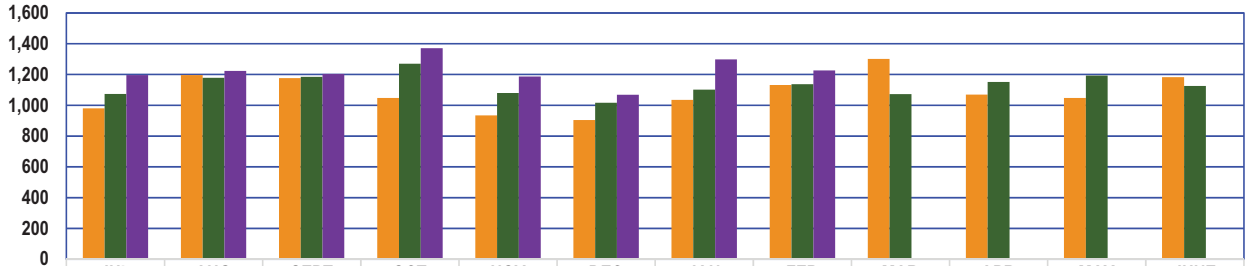


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	606	710	638	524	533	509	592	581	634	512	567	591
FY17/18	527	638	466	489	448	427	483	426	455	497	437	468
FY18/19	395	525	386	457	312	272	314	359				

FY16/17 = 6,997 FY17/18 = 5,761 FY18/19 = 3,020

On Time Performance: 8.4% Early / 82.7% On Time / 8.9% Late

300-Taos

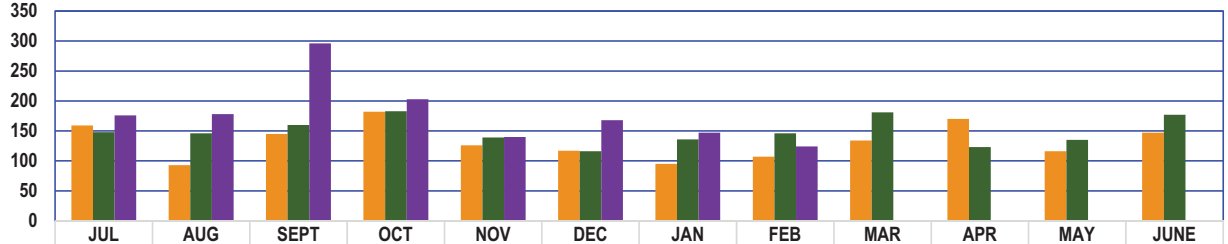


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	980	1,196	1,176	1,047	934	904	1,035	1,132	1,301	1,069	1,047	1,183
FY17/18	1,073	1,179	1,185	1,270	1,080	1,016	1,102	1,137	1,072	1,152	1,193	1,126
FY18/19	1,196	1,223	1,204	1,371	1,187	1,068	1,298	1,226				

FY16/17 = 13,004 FY17/18 = 13,585 FY18/19 = 9,773

On Time Performance: 12.9% Early / 47.6% On Time / 39.5% Late

305-Taos Express

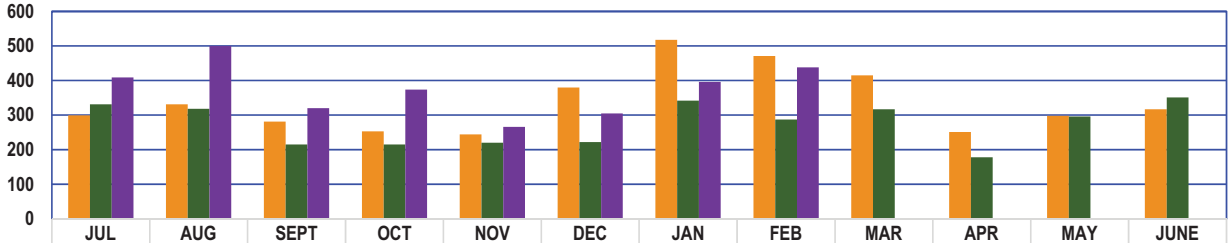


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	159	93	145	182	126	117	95	107	134	170	116	147
FY17/18	148	146	160	183	139	116	136	146	181	123	135	177
FY18/19	176	178	296	203	140	168	147	124				

FY16/17 = 1,591 FY17/18 = 1,790FY17/18 = 1,432

On Time Performance: 19.4% Early / 58.6% On Time / 22% Late

310-Red River

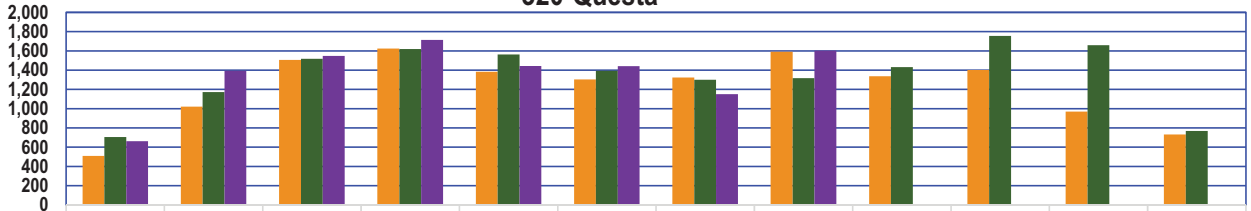


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	299	331	281	253	244	380	518	471	415	251	298	317
FY17/18	331	318	215	215	220	222	342	287	317	178	296	351
FY18/19	409	500	320	374	266	305	396	438				

FY16/17 = 4,058 FY17/18 = 3,292 FY18/19 = 3,008

On Time Performance: 0.3% Early / 78.3% On Time / 21.4% Late

320-Questa

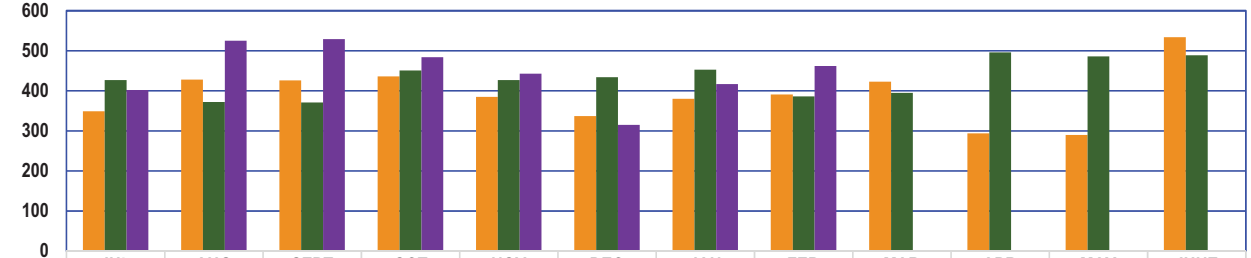


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	509	1,021	1,506	1,625	1,383	1,303	1,323	1,591	1,337	1,402	969	732
FY17/18	705	1,173	1,518	1,620	1,563	1,394	1,301	1,317	1,431	1,756	1,660	768
F18/19	663	1,394	1,548	1,714	1,444	1,442	1,151	1,602				

FY16/17 = 14,701 FY17/18 = 16,206 FY18/19 = 10,958

On Time Performance: 6.3% Early / 83.9% On Time / 9.8% Late

330-Penasco

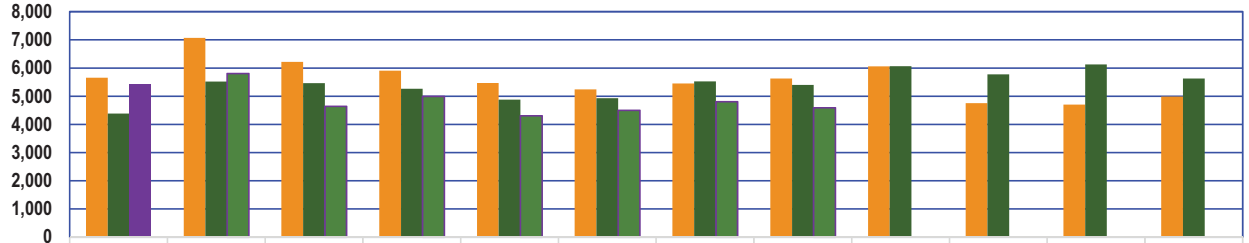


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	349	428	426	436	385	337	380	391	423	294	290	534
FY17/18	427	372	371	451	427	434	453	386	395	496	486	489
FY18/19	402	525	529	484	443	315	417	462				

FY16/17 = 4,673 FY17/18 = 5,187 FY18/19 = 3,577

On Time Performance: 19% Early / 62.2% On Time / 18.8% Late

340-Chile Line

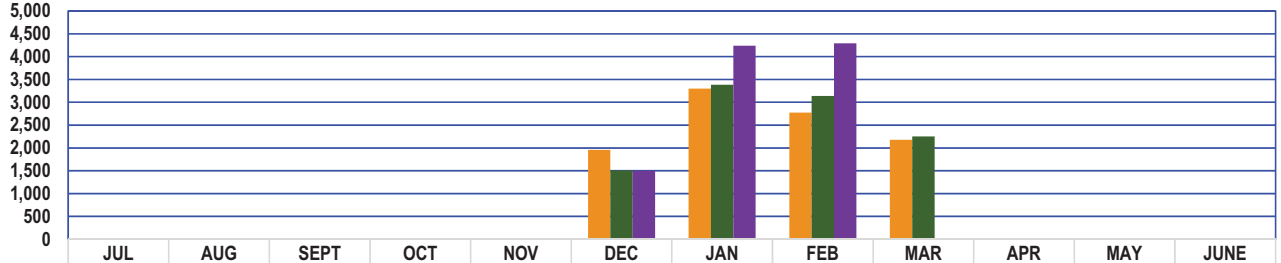


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	5,655	7,071	6,221	5,908	5,472	5,244	5,452	5,631	6,061	4,754	4,704	4,988
FY17/18	4,385	5,518	5,462	5,266	4,879	4,928	5,526	5,401	6,065	5,777	6,127	5,627
FY18/19	5,418	5,803	4,642	4,991	4,304	4,501	4,806	4,590				

FY16/17 = 67,161 FY17/18 = 64,961 FY18/19 = 39,055

On Time Performance: 16.5% Early / 76.2% On Time / 7.2% Late

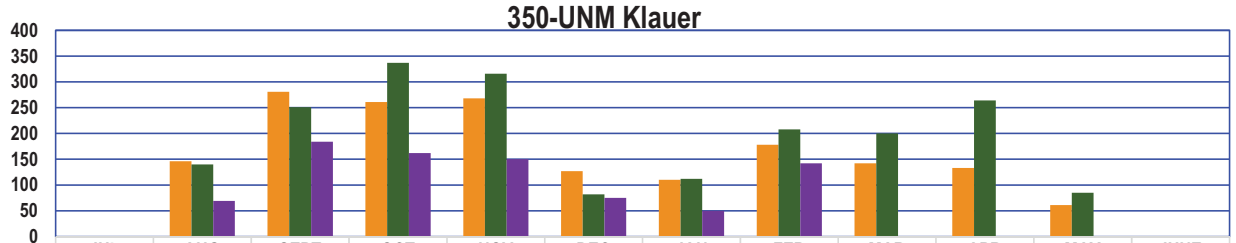
341-Taos Ski Valley



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	0	0	0	0	0	1,956	3,301	2,772	2,179	0	0	0
FY17/18	0	0	0	0	0	1,512	3,383	3,139	2,251	0	0	0
FY18/19	0	0	0	0	0	1,499	4,239	4,292				

FY16/17 = 10,208 FY17/18 = 10,285 FY18/19 = 10,030

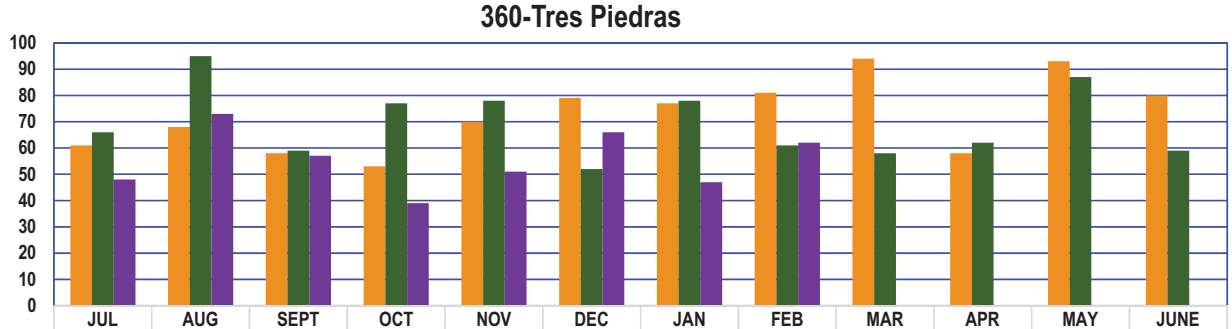
On Time Performance: Performance is not tracked due to manually entering ridership via tallysheets



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	0	146	281	261	268	127	110	178	142	133	61	0
FY17/18	0	140	251	337	316	82	112	208	200	264	85	0
FY18/19	0	69	184	162	150	75	50	142				

FY16/17 = 1,707 FY17/18 = 1,995 FY18/19 = 832

On Time Performance: 5.5% Early / 90.1% On Time / 4.4% Late

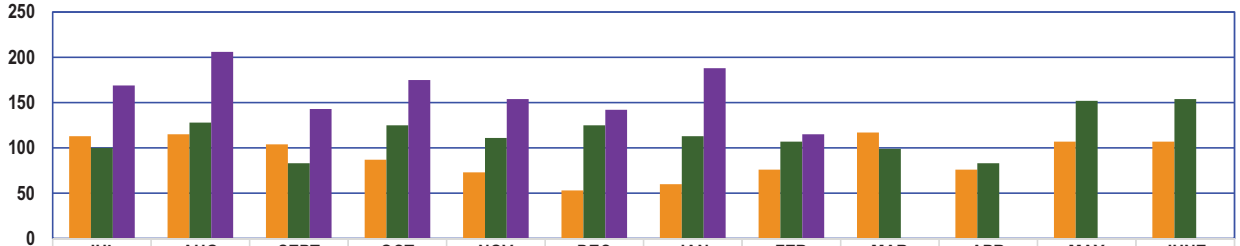


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	61	68	58	53	70	79	77	81	94	58	93	80
FY17/18	66	95	59	77	78	52	78	61	58	62	87	59
FY18/19	48	73	57	39	51	66	47	62				

FY16/17 = 872 FY17/18 = 832 FY18/19 = 443

On Time Performance: 25.9% Early / 61.6% On Time / 12.5% Late

400-Los Alamos

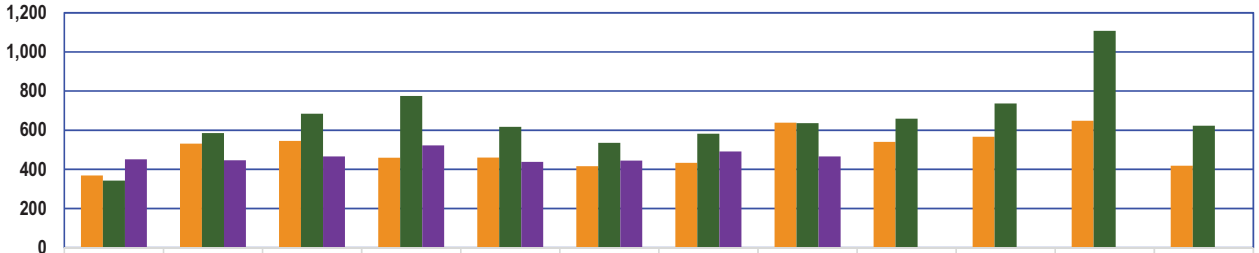


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	113	115	104	87	73	53	60	76	117	76	107	107
FY17/18	100	128	83	125	111	125	113	107	99	83	152	154
FY18/19	169	206	143	175	154	142	188	115				

FY16/17 = 1,088 FY17/18 = 1,380 FY18/19 = 1,292

On Time Performance: 10.2% Early / 81.4% On Time / 8.5% Late

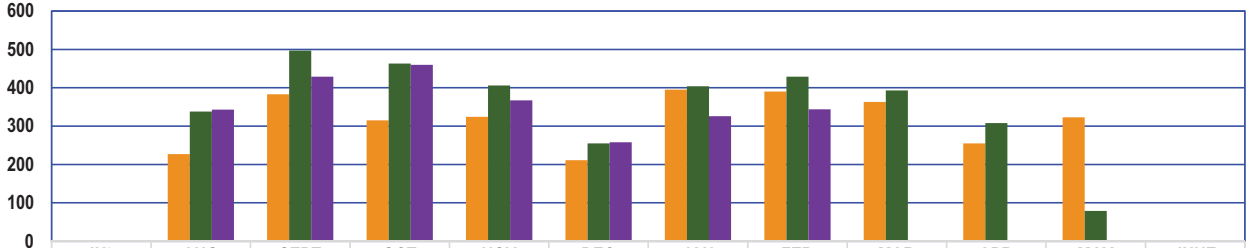
Demand Response



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	369	531	545	459	460	416	433	638	540	566	648	418
FY17/18	343	585	684	775	617	535	582	636	659	736	1,108	623
FY18/19	451	446	466	522	438	444	491	466				

FY16/17 = 6,023 FY17/18 = 7,883 FY18/19 = 3,724

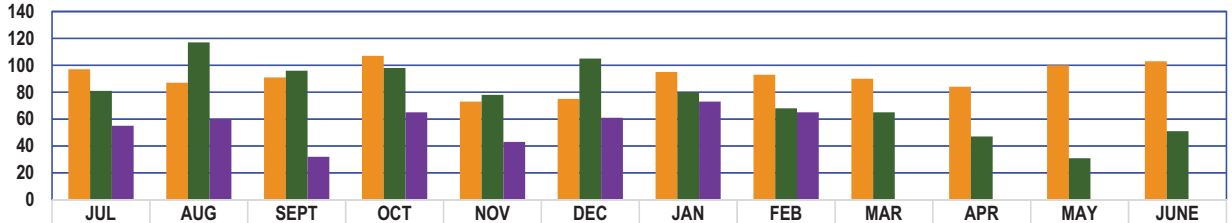
Pojoaque Demand Response



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	0	227	383	315	324	211	395	390	363	255	323	2
FY17/18	0	338	497	463	406	255	404	429	393	308	79	0
FY18/19	0	343	429	460	367	258	326	344				

FY16/17 = 3,188 FY17/18 = 3,572 FY18/19 = 2,527

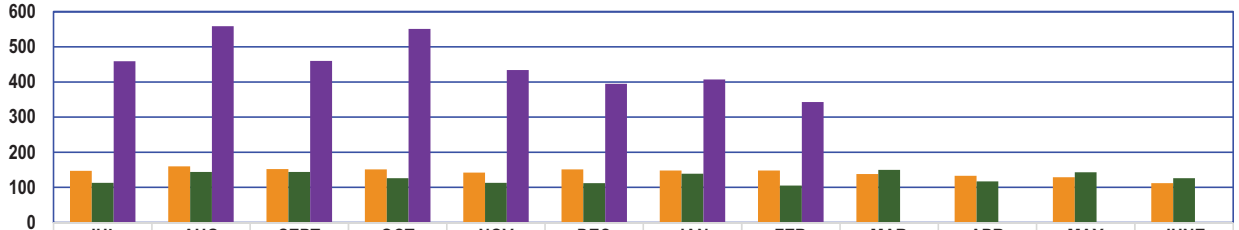
Pojoaque-Dial-A-Ride



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	97	87	91	107	73	75	95	93	90	84	100	103
FY17/18	81	117	96	98	78	105	80	68	65	47	31	51
FY18/19	55	60	32	65	43	61	73	65				

FY16/17 = 1,095 FY17/18 = 917 FY18/19 = 454

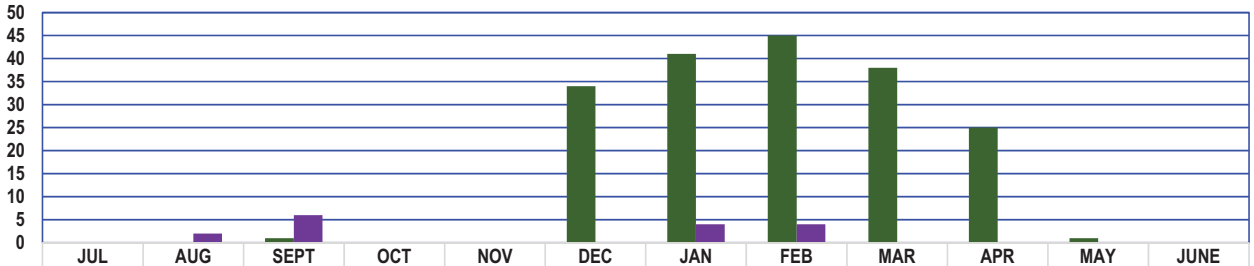
Paratransit - ADA



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	147	160	152	151	142	151	148	148	138	133	129	112
FY17/18	113	144	144	126	113	112	139	105	150	117	143	126
FY18/19	459	559	460	551	434	395	407	343				

FY16/17 = 1,711 FY17/18 = 1,532 FY18/19 = 3,608

Flex Route

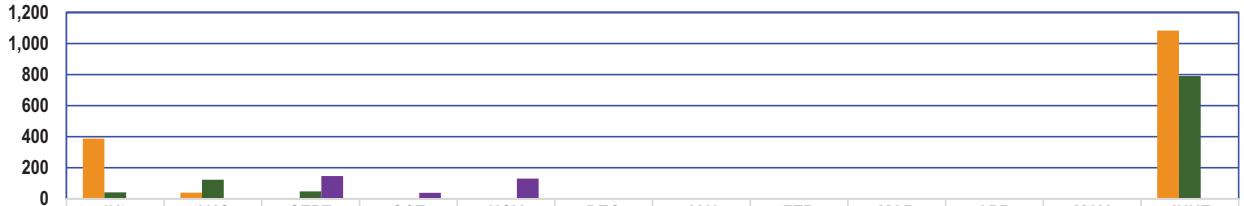


	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY17/18	0	0	1	0	0	34	41	45	38	25	1	0
FY18/19	0	2	6	0	0	0	4	4				

FY17/18 = 184 FY18/19 = 16

* Include ADA Flex Route

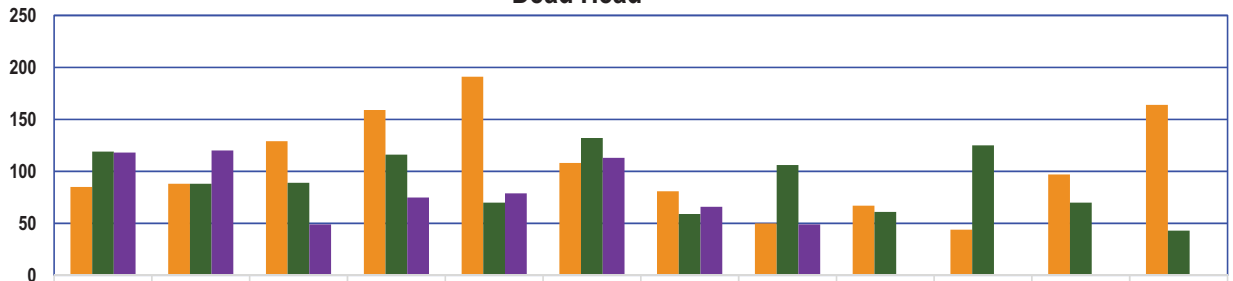
Special Events



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	387	39	0	0	0	0	0	0	0	0	0	1,083
FY/1718	41	123	47	0	0	0	0	0	0	0	0	790
FY18/19	0	0	146	38	130	0	0	0				

FY16/17 = 1,509 FY17/18 = 1,001 FY18/19 = 314

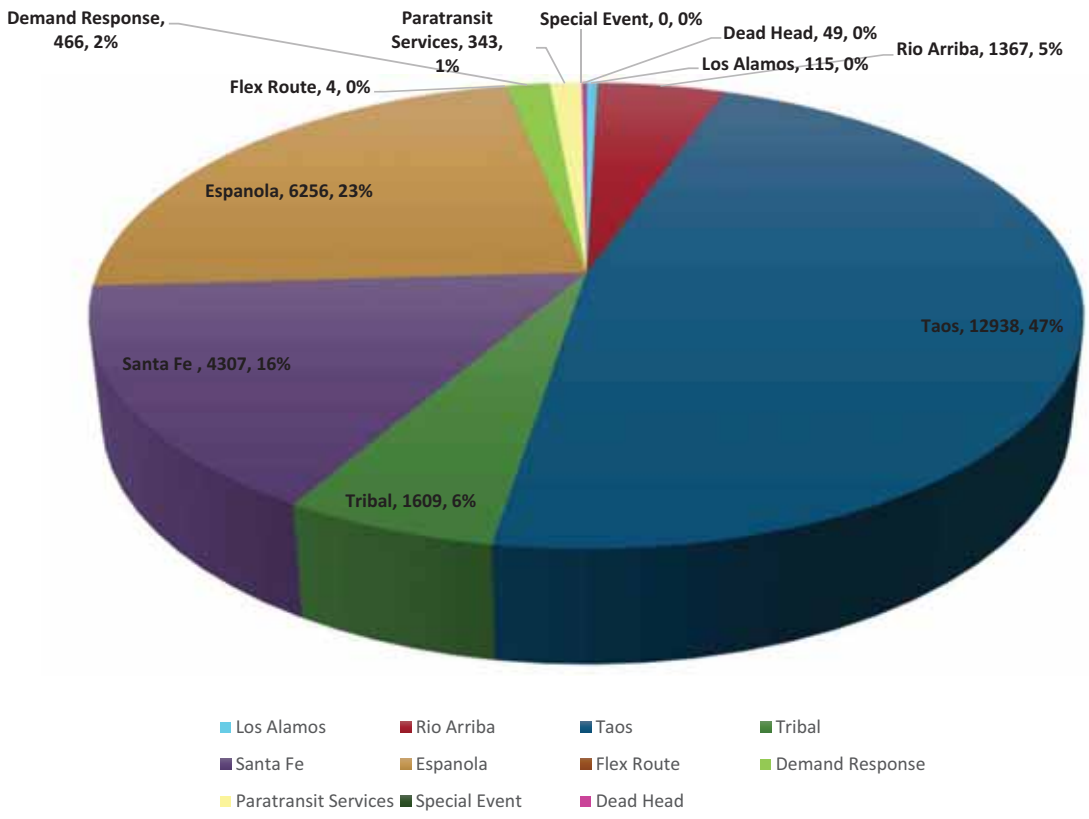
Dead Head



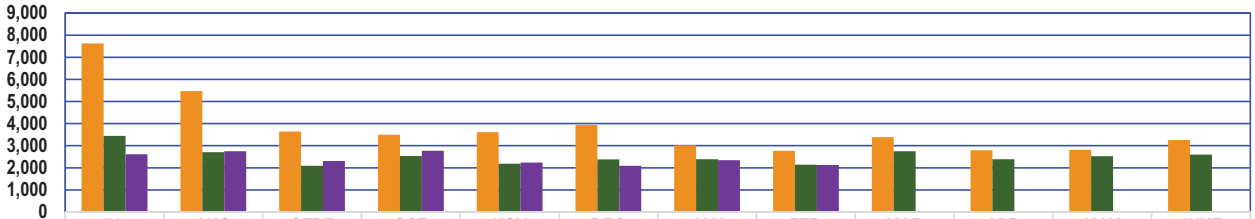
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	85	88	129	159	191	108	81	50	67	44	97	164
FY17/18	119	88	89	116	70	132	59	106	61	125	70	43
FY18/19	118	120	49	75	79	113	66	49				

FY16/17 = 1,263 FY17/18 = 1,078 FY 18/19 = 669

On Time Performance: 28.4% Early / 53.8% On Time / 17.8% Late


Demand Response, 466, 2%
Paratransit Services, 343, 1%
Special Event, 0, 0%
Dead Head, 49, 0%
Rio Arriba, 1367, 5%
Los Alamos, 115, 0%
Flex Route, 4, 0%
Espanola, 6256, 23%
Taos, 12938, 47%
Santa Fe , 4307, 16%
Tribal, 1609, 6%
Los Alamos
Rio Arriba
Taos
Tribal
Santa Fe
Espanola
Flex Route
Demand Response
Paratransit Services
Special Event
Dead Head

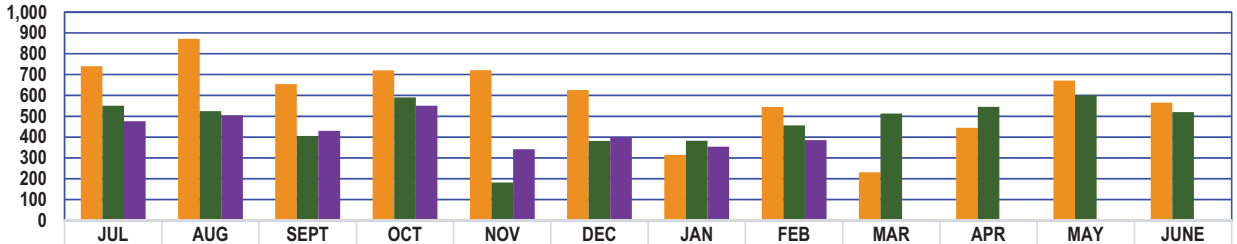
Santa Fe Rt 2



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	7,629	5,474	3,640	3,494	3,614	3,934	3,014	2,771	3,384	2,792	2,817	3,255
FY17/18	3,447	2,707	2,087	2,535	2,183	2,380	2,387	2,143	2,750	2,387	2,528	2,596
FY18/19	2,610	2,751	2,307	2,772	2,239	2,091	2,343	2,128				

FY16/17 = 45,818 FY17/18 = 30,130 FY18/19 = 19,241

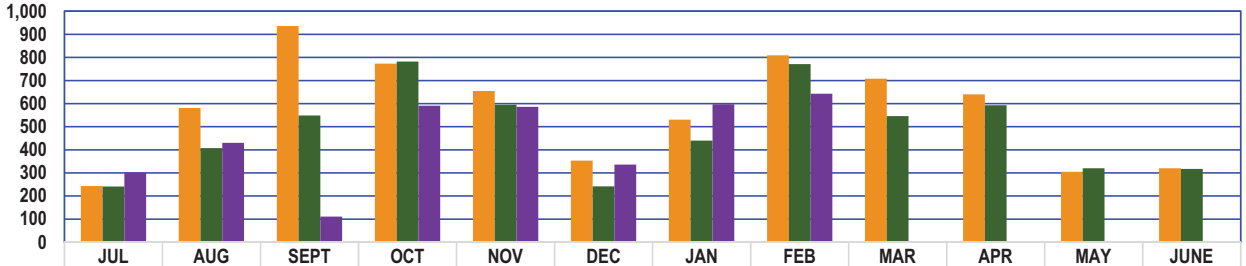
Santa Fe 4



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	740	872	654	720	721	626	315	544	231	444	671	565
FY17/18	550	524	405	590	182	381	382	456	513	545	600	520
FY18/19	476	504	430	550	342	398	354	385				

FY16/17 = 7,103 FY17/18 = 5,648 FY18/19 = 3,439

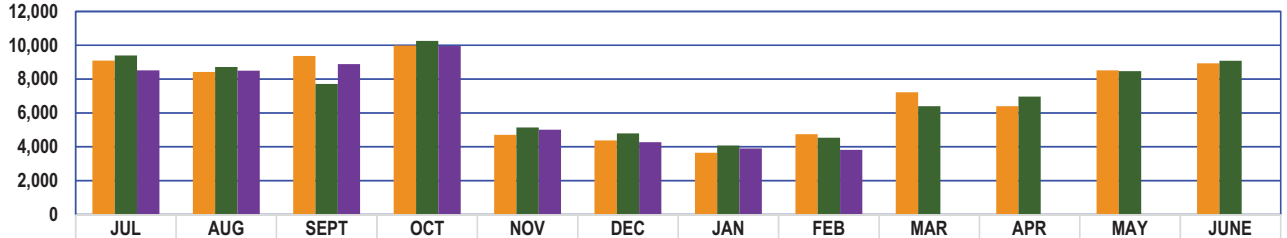
Santa Fe 22



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	243	581	936	773	655	353	531	809	708	640	305	320
FY17/18	241	407	549	782	595	242	440	771	546	593	320	317
FY18/19	301	430	111	591	586	336	597	643				

FY16/17 = 6,854 FY17/18 = 5,803 FY18/19 = 3,595

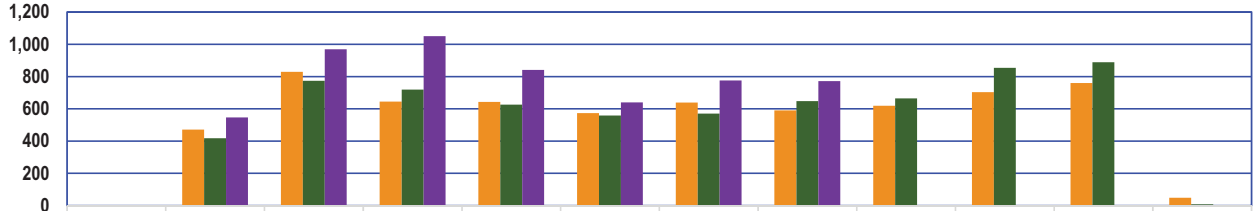
Santa Fe Pickup



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	9,091	8,416	9,365	9,979	4,700	4,377	3,657	4,737	7,214	6,400	8,519	8,929
FY17/18	9,397	8,715	7,711	10,252	5,133	4,788	4,082	4,532	6,395	6,963	8,468	9,080
FY18/19	8,511	8,492	8,880	9,953	5,005	4,274	3,904	3,820				

FY16/17 = 85,384 FY17/18 = 85,516 FY18/19 = 52,839

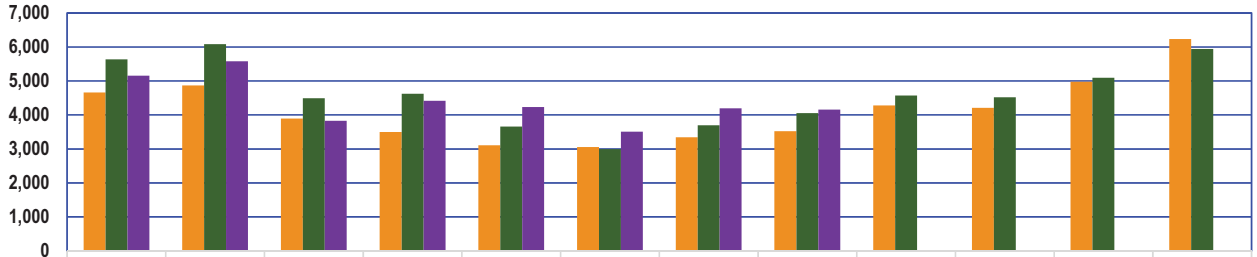
Los Alamos Rt 11



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	0	471	829	645	643	573	639	590	619	703	760	48
FY17/18	0	417	774	719	626	558	570	648	665	854	889	8
FY18/19	0	547	969	1,051	841	640	776	772				

FY16/17 = 6,520 FY17/18 = 6,728 FY18/19 = 5,596

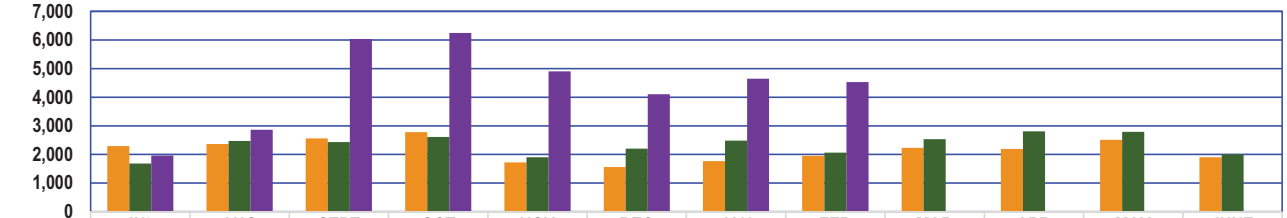
Los Alamos Rt 2



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	4,660	4,867	3,892	3,495	3,108	3,055	3,340	3,520	4,277	4,209	4,974	6,235
FY17/18	5,634	6,081	4,492	4,625	3,656	2,991	3,697	4,054	4,570	4,519	5,095	5,940
FY18/19	5,156	5,578	3,829	4,417	4,230	3,505	4,192	4,156				

FY16/17 = 49,632 FY17/18 = 55,354 FY18/19 = 35,063

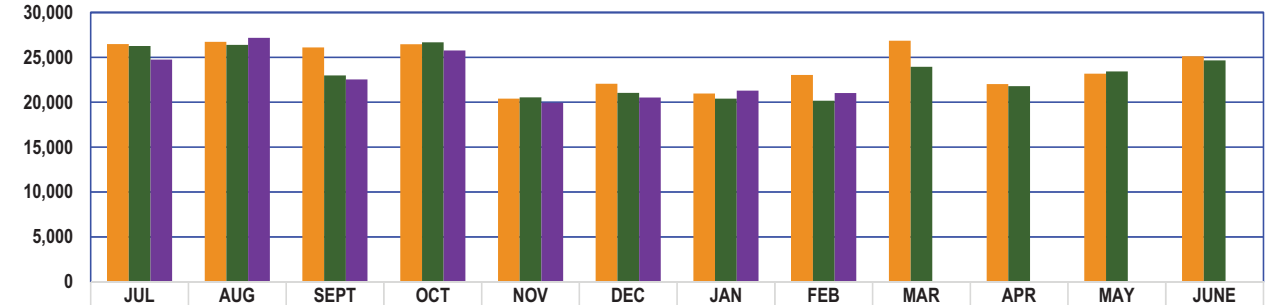
Los Alamos Enhanced



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	2,293	2,368	2,561	2,780	1,722	1,558	1,766	1,949	2,231	2,191	2,513	1,899
FY17/18	1,682	2,469	2,430	2,613	1,902	2,203	2,483	2,062	2,535	2,805	2,792	2,010
FY18/19	1,965	2,862	6,037	6,245	4,902	4,103	4,647	4,529				

FY16/17 = 25,831 FY17/18 = 27,986 FY18/19 = 35,290

Rail Runner



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY16/17	26,484	26,723	26,107	26,469	20,400	22,062	20,965	23,045	26,851	22,019	23,186	25,121
FY17/18	26,266	26,393	22,992	26,667	20,544	21,044	20,398	20,169	23,942	21,783	23,437	24,662
FY18/19	24,749	27,171	22,535	25,762	19,934	20,531	21,293	21,022				

FY16/17 = 289,432 FY17/18 = 278,297 FY18/19 = 182,997