



**NEW MEXICO TRANSIT ASSOCIATION  
BOARD OF DIRECTORS' MEETING AGENDA  
November 16, 2023 – 12:00 PM  
Roswell Transit, 515 N Main Street, Roswell, NM 88201**

- 1. Call to Order**
- 2. Roll Call**

**Board Members:**

|   |                              |
|---|------------------------------|
| Elizabeth Carter (President), Director at Large                   | Present / Absent / Called In |
| James Barela (Vice President), Director at Large                  | Present / Absent / Called In |
| Ed Powers (Treasurer), Director at Large                          | Present / Absent / Called In |
| Rebecka Hicks, (Secretary), representing 5311 programs            | Present / Absent / Called In |
| Kevin Olinger, (Ex-Officio representing NMDOT)                    | Present / Absent / Called In |
| Mike Bartholomew, representing 5307 programs                      | Present / Absent / Called In |
| Brent Roy, Business Member  | Present / Absent / Called In |
| Todd Naktewa, Director at Large, representing Tribal Transit      | Present / Absent / Called In |
| Tom Marking, Professional Business Member                         | Present / Absent / Called In |
| Flora Montoya, representing 5310 programs                         | Present / Absent / Called In |
| Anthony Mortillaro, representing Regional Transit Districts (RTD) | Present / Absent / Called In |

**Staff**

|  |                              |
|--|------------------------------|
| Melissa Drake, Administrative Director | Present / Absent / Called In |
|--|------------------------------|

**Guests:** \_\_\_\_\_ Present / Called In  
\_\_\_\_\_ Present / Called In

- 3. Approval of the Agenda**
- 4. Approval of Meeting Minutes – September 28, 2023**
- 5. Approval of Treasurer's Monthly Financial Reports for September – October 2023**
- 6. Presentations:**
  -
- 7. Action Items:**
  - Travel and Attendance to the SWTA Conference – invite to join panel.
  - Approval of the 2024 Legislative One Sheet drafted by Sunny505
  - Discussion and Approval of Contract for Santa Ana Star Hotel for 2024 NM Transit Conference
  - Discussion and Approval of Contract for Rio Rancho Event Center for the 2024 NM Transit Bus Rodeo
- 8. Discussion Items:**
  - UNM Pavement to Transportation Conference invite
  - 2024 Managers' Leadership, Road-eo, Conference and Expo Update
- 9. Subcommittee Updates:**
  - **Conference, Road-eo and Training**  
(Liz Carter, Ed Powers and James Barela)
  - **Legislative and Communications**  
(Tony Mortillaro, Tom Marking, Liz Carter and David Armijo)
  - **Membership and Sponsors**  
(Mike Bartholomew, Becky Hicks, Todd Naktewa and Brent Roy)
- 10. Board Member Announcements**
- 11. Adjourn**

**Next Meeting Date/Time/Location:** December 21, 2023 at 12pm will be held virtually if a meeting is needed. If not, January 18<sup>th</sup>, 2024 at 12pm at Santa Fe Trails.

**New Mexico Transit Association  
Board Meeting Minutes  
September 28, 2023 at 12:00PM  
North Central Regional Transit District  
1327 N. Riverside Dr., Espanola, NM 87532  
In Person and Virtual**

**STANDING ITEMS:**

**1. Call to Order**

President Elizabeth Carter called the meeting to order at 12:01PM.

**2. Roll Call**

Board Members Present:

Elizabeth Carter, President, Director at Large

James Barela, Vice-President, Director at Large

Ed Powers, Treasurer, Director at Large

Rebecka Hicks, Secretary, representing 5311 programs

Kevin Olinger, (Ex-Officio representing NMDOT) (Virtual)

Mike Bartholomew, representing 5307 programs (Virtual)

Brent Roy, Business Member (Virtual)

Tom Marking, Professional Business Member (Virtual)

Flora Montoya, representing 5310 programs (Virtual 12:02)

Anthony Mortillaro, representing Regional Transit Districts (RTD)

Guests Present: Farley Vener, Hinkle & Landers (Virtual)

NMTA Members Present: None.

Staff Present: Melissa Drake

Not Present: Todd Naktewa, Director at Large, representing Tribal Transit

**3. Approval of Agenda**

Motion: Anthony Mortillaro; Second: Becky Hicks

Vote: Passed 7-0

**4. Approval of Meeting Minutes**

July 20, 2023

Motion: Ed Powers; Second: James Barela

Vote: Passed 7-0

**5. Approval of Treasurer's Monthly Financial Report**

July and August 2023; Ed Powers presented; additional formula changes requested

Motion: Becky Hicks; Second: Tony Mortillaro

Vote: Passed 9-0

## **PRESENTATIONS:**

### **1. FY2023 Full Financial Audit**

Presentation provided by Farley Vener with Hinkle + Landers CPA. Electronic copies only.

## **ACTION ITEMS:**

### **1. Acceptance of FY2023 Full Financial Audit**

Motion: Becky Hicks; Second: Tony Mortillaro

Vote: Passed 9-0

### **2. Discussion and Approval of the 2024 Legislative One Sheet drafted by Sunny505**

Discussed edits and revisions. Motion made to table approval until entire document (front and back) completed.

Motion: Ed Powers; Second: Tony Mortillaro

Vote: Passed 9-0

### **3. Non-member/non-state Training Registration Fees**

Discussion to be able to open up trainings to non-member/non-state agencies and charge a fee. Marcy Jaffe can get her travel fees paid for by RTAP if we allow this. (Training fee will still be the responsibility of NMTA.) Is this contingent on others attending or just offering and marketing to them? What is the capacity of the training? Motion made to make the training fee free to anyone funded by FTA and charge anyone not FTA funded or from out of state \$50. (This training only as a test case. Further discussion required to do it for other trainings.)

Motion: Becky Hicks; Second: Ed Powers

Vote: Passed 9-0

## **DISCUSSION ITEMS:**

### **1. FY2024 Training Update**

November 15, 2023 GTFS Builder Training, laptop required (very hands-on), in Santa Fe at DoubleTree. Will meet with Sandoval County to discuss Narcan training, January or spring. Kevin Olinger said there is an online hybrid training. Mike Bartholomew gets Narcan from the local Health Department free of charge. Self-care discussions, no trainer found. Becky will send Roswell info (Karen Sanders) to Melissa and info about the convention center as a possible training site.

### **2. 2024 Managers' Leadership, Road-eo, Conference and Expo Update**

Rio Rancho Event Center-April 14, 2024 Road-eo. Santa Ana Star Center-April 13, 2024 Manager's Conference and April 15-16 Conference. Marks put down this year at the Rio Rancho Events Center are still there right now!

## **SUBCOMMITTEE UPDATES:**

### **1. Conference, Road-eo and Training**

Nothing additional to report.

### **2. Legislative and Communications**

Tom Marking said they are meeting tomorrow morning.

### **3. Membership and Sponsors**

This committee needs to meet to talk about possible increases to member rates, sponsor rates and conference rates and possibly adding other categories to rates for NEMT providers or Federal Highway Administration. Mike Bartholomew will send an invite for a meeting of this subcommittee to talk about the Brochure and the dues for mid-October.

#### **BOARD MEMBER ANNOUNCEMENTS:**

None.

#### **NEXT MEETING DATE/TIME/LOCATION:**

November 16, 2023 at 12PM at Roswell Transit, 515 N. Main St., Roswell, NM 88201.

#### **ADJOURNMENT**

Motion made to adjourn at 1:26PM: James Barela; Second: Brent Roy.

Vote: Passed 8-0.

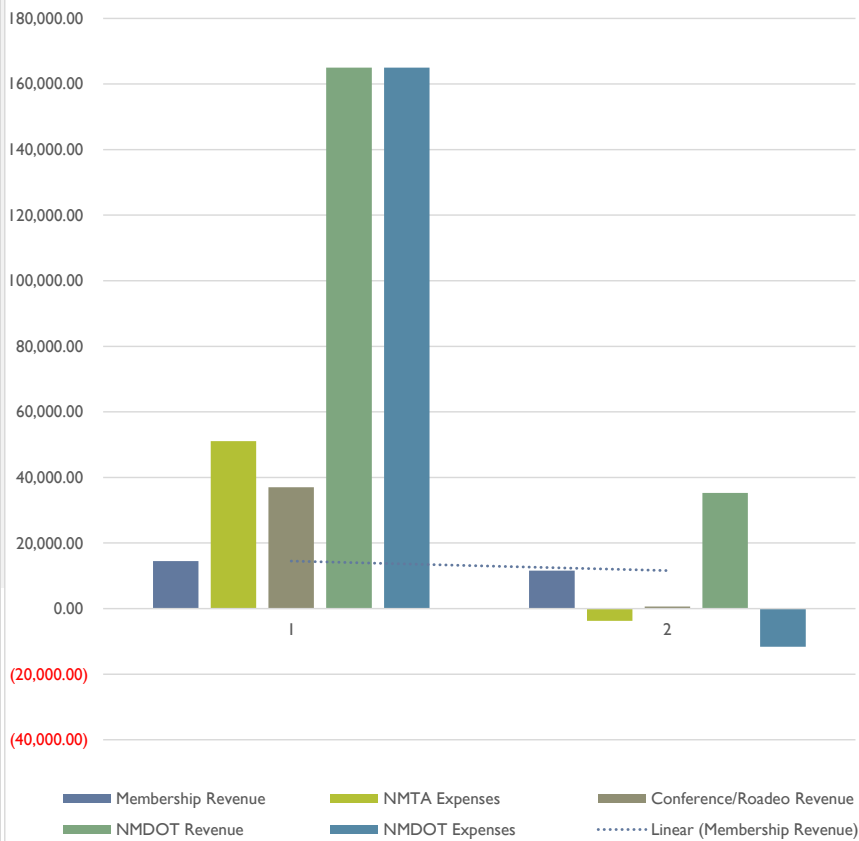
NMTA Monthly Activity Report

September 2023

| Line Item                           | Credits     | Debits        | Comments                                 |
|-------------------------------------|-------------|---------------|--|
| <b>Income:</b>                      |             |               |  |
| <b>NMTA Deposits:</b>               |             |               |  |
| NMDOT Reimbursements                | 3,248.97    |               | July 2023 Reimbursement                  |
| Member Dues Deposits                | 600.00      |               | FY24 Member Dues received                |
| Conference/Road-eo deposits:        | 0.00        |               |  |
| Misc. Deposits                      | <u>0.00</u> |               |  |
| Total Deposits:                     | 3,848.97    |               |  |
| <b>Expenses:</b>                    |             |               |  |
| <b>NMDOT Reimbursable Expenses:</b> |             |               |  |
| Administrator - 1                   |             | 2,471.16      |  |
| Employment Taxes - 1                |             | 768.78        |  |
| Postage - 1                         |             | 0.00          |  |
| Cell Phone - 1                      |             | 85.77         |  |
| Audit - 1                           |             | 0.00          |  |
| Contract Services - 1               |             | 67.26         | Hinkle + Landers: Payroll Services       |
|                                     |             |               | Adobe Acrobat Monthly Subscription, P.O. |
| Dues and Subscriptions - 1          |             | 269.48        | Box Annual Renewal                       |
| Equipment                           |             | 0.00          |  |
| Insurance - 1                       |             | 0.00          |  |
|                                     |             |               | Storage unit fee for October - December  |
| Occupancy Cost                      |             | 240.00        | 2023                                     |
| Printing                            |             | 0.00          |  |
| Office Supplies - 1                 |             | 0.00          |  |
| Training - 1                        |             | 0.00          |  |
| Travel - 1                          |             | 0.00          |  |
| Rodeo/Conference - 1                |             | <u>0.00</u>   |  |
| Total NMDOT Reimbursable Expenses:  |             | 3,902.45      |  |
| <b>NMTA Expenses:</b>               |             |               |  |
| Administrator - 2                   |             | 617.80        |  |
| Employment Taxes - 2                |             | 192.20        |  |
| Postage - 2                         |             | 0.00          |  |
| Cell Phone - 2                      |             | 21.43         |  |
| Audit - 2                           |             | 0.00          |  |
| Contract Services - 2               |             | 67.27         |  |
| Insurance - 2                       |             | 0.00          |  |
| Office Supplies - 2                 |             | 0.00          |  |
| Training - 2                        |             | 0.00          |  |
| Travel - 2                          |             | 0.00          |  |
| Rodeo/Conference - 2                |             | 0.00          |  |
| National Rodeo Winners Sponsorship  |             | 0.00          |  |
| NMTA Meetings                       |             | 162.43        | Lunch for September 28th NMTA Board      |
| Legislative Services                |             | 0.00          |  |
|                                     |             |               | Legislative Meetings and One Sheet       |
| Legislative Advocacy Plan           |             | <u>665.71</u> | Development                              |
| Total NMTA Expenses:                |             | 1,726.84      |  |

| BUDGET TOTALS                   | ESTIMATED  | YTD ACTUAL  | DIFFERENCE   |
|---------------------------------|------------|-------------|--------------|
| Membership Revenue              | 14,500.00  | 11,600.00   | (2,900.00)   |
| Conference/Rodeo Revenue        | 37,000.00  | 650.00      | (36,350.00)  |
| NMDOT Revenue                   | 165,000.00 | 35,277.06   | (129,722.94) |
| NMDOT Expenses                  | 165,000.00 | (11,607.37) | 176,607.37   |
| NMTA Expenses                   | 51,079.60  | (3,715.73)  | 54,795.33    |
| Balance (Income minus Expenses) | 420.40     | 62,850.16   | 62,429.76    |

BUDGET OVERVIEW



Bank Reconciled Balances:

|                 |             |
|-----------------|-------------|
| B of A Checking | \$44,022.57 |
| B of A Savings  | \$48,128.46 |
| Combined total: | \$92,151.03 |

| INCOME                   | ESTIMATED  | YTD ACTUAL | DIFFERENCE   | VARIANCE % |
|--------------------------|------------|------------|--------------|------------|
| Membership Revenue       | 14,500.00  | 11,600.00  | (2,900.00)   | -20.00%    |
| Conference/Rodeo Revenue | 37,000.00  | 650.00     | (36,350.00)  | -98.24%    |
| NMDOT Revenue            | 165,000.00 | 35,277.06  | (129,722.94) | -78.62%    |
| Total                    | 216,500.00 | 47,527.06  | (168,972.94) | -78.05%    |

| NMDOT OPERATING EXPENSES         | Annual Budget | YTD ACTUAL | DIFFERENCE | VARIANCE % |
|----------------------------------|---------------|------------|------------|------------|
| Administrator                    | 36,616.00     | 7,342.46   | 29,273.54  | 79.95%     |
| Administrative Prof. Development | 0.00          | 0.00       | 0.00       | 0.00%      |
| Employment Taxes                 | 10,342.40     | 2,283.88   | 8,058.52   | 77.92%     |
| Internet Subscription Service    | 0.00          | 0.00       | 0.00       | 0.00%      |
| Postage                          | 100.00        | 0.00       | 100.00     | 0.00%      |
| Cell Phone                       | 1,000.00      | 257.17     | 742.83     | 74.28%     |
| Audit                            | 3,965.00      | 0.00       | 3,965.00   | 100.00%    |
| Advertisement                    | 0.00          | 0.00       | 0.00       | 0.00%      |
| Contract Services                | 1,750.00      | 255.60     | 1,494.40   | 85.39%     |
| Dues and Subscriptions           | 1,500.00      | 988.26     | 511.74     | 34.12%     |
| Equipment                        | 0.00          | 0.00       | 0.00       | 0.00%      |
| Insurance                        | 900.00        | 0.00       | 900.00     | 100.00%    |
| Occupancy Costs                  | 960.00        | 480.00     | 480.00     | 50.00%     |
| Printing/Copying                 | 4,000.00      | 0.00       | 4,000.00   | 100.00%    |
| Office Supplies                  | 720.00        | 0.00       | 720.00     | 100.00%    |
| Office Furniture                 | 0.00          | 0.00       | 0.00       | 0.00%      |
| Travel                           | 1,104.00      | 0.00       | 1,104.00   | 100.00%    |
| Trainings                        | 46,042.60     | 0.00       | 46,042.60  | 100.00%    |
| Rodeo and Conference             | 56,000.00     | 0.00       | 56,000.00  | 100.00%    |
| Total Operating                  | 165,000.00    | 11,607.37  | 153,392.63 | 92.97%     |

| NMTA OPERATING EXPENSES          | Annual Budget | YTD ACTUAL | DIFFERENCE | VARIANCE % |
|----------------------------------|---------------|------------|------------|------------|
| Administrator - 2                | 9,154.00      | 1,835.64   | 7,318.36   | 79.95%     |
| Employment Taxes - 2             | 2,585.60      | 570.98     | 2,014.62   | 77.92%     |
| Postage - 2                      | 25.00         | 0.00       | 25.00      | 100.00%    |
| Cell Phone - 2                   | 250.00        | 64.29      | 185.71     | 74.28%     |
| Audit - 2                        | 3,965.00      | 0.00       | 3,965.00   | 100.00%    |
| Contract Services - 2            | 1,750.00      | 255.62     | 1,494.38   | 85.39%     |
| Insurance - 2                    | 900.00        | 0.00       | 900.00     | 100.00%    |
| Office Supplies - 2              | 180.00        | 0.00       | 180.00     | 100.00%    |
| Travel - 2                       | 276.00        | 0.00       | 276.00     | 100.00%    |
| Training - 2                     | 349.00        | 0.00       | 349.00     | 100.00%    |
| NMTA Meetings/Retreat            | 1,100.00      | 323.49     | 776.51     | 70.59%     |
| Rodeo & Conference               | 3,500.00      | 0.00       | 3,500.00   | 100.00%    |
| National Rodeo Winners Sponsorsh | 7,045.00      | 0.00       | 7,045.00   | 100.00%    |
| Legislative Services             | 10,000.00     | 0.00       | 10,000.00  | 100.00%    |
| Legislative Advocacy             | 10,000.00     | 665.71     | 9,334.29   | 93.34%     |
| Total Operating                  | 51,079.60     | 3,715.73   | 47,363.87  | 92.73%     |

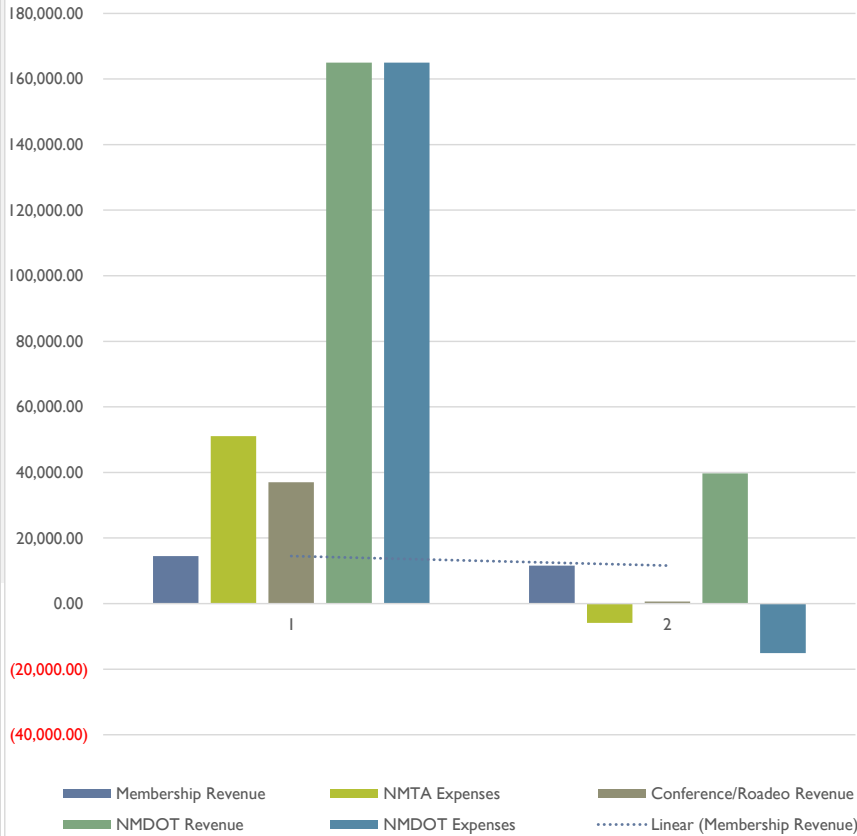
## NMTA Monthly Activity Report

October 2023

| Line Item                            | Credits     | Debits      | Comments                                  |
|--------------------------------------|-------------|-------------|---|
| <b>Income:</b>                       |             |             |   |
| <b>NMTA Deposits:</b>                |             |             |   |
| NMDOT Reimbursements                 | 4,455.96    |             | August 2023 Reimbursement                 |
| Member Dues Deposits                 | 0.00        |             |   |
| Conference/Road-eo deposits:         | 0.00        |             |   |
| Misc. Deposits                       | <u>0.00</u> |             |   |
| Total Deposits:                      | 4,455.96    |             |   |
| <b>Expenses:</b>                     |             |             |   |
| <b>NMDOT Reimbursable Expenses:</b>  |             |             |   |
| Administrator - 1                    |             | 2,472.77    |   |
| Employment Taxes - 1                 |             | 765.35      |   |
| Postage - 1                          |             | 0.00        |   |
| Cell Phone - 1                       |             | 85.85       |   |
| Audit - 1                            |             | 0.00        |   |
| Contract Services - 1                |             | 0.00        |   |
| Dues and Subscriptions - 1           |             | 21.48       | Adobe Acrobat Monthly Subscription        |
| Equipment                            |             | 0.00        |   |
| Insurance - 1                        |             | 0.00        |   |
| Occupancy Cost                       |             | 0.00        |   |
| Printing                             |             | 0.00        |   |
| Office Supplies - 1                  |             | 0.00        |   |
| Training - 1                         |             | 0.00        |   |
|                                      |             |             | Mileage reimbursement for Melissa Drake   |
| Travel - 1                           |             | 152.77      | for travel July - September 2023          |
| Road-eo/Conference - 1               |             | <u>0.00</u> |   |
| Total NMDOT Reimbursable Expenses:   |             | 3,498.22    |   |
| <b>NMTA Expenses:</b>                |             |             |   |
| Administrator - 2                    |             | 618.20      |   |
| Employment Taxes - 2                 |             | 191.34      |   |
| Postage - 2                          |             | 0.00        |   |
| Cell Phone - 2                       |             | 21.46       |   |
| Audit - 2                            |             | 0.00        |   |
| Contract Services - 2                |             | 0.00        |   |
| Insurance - 2                        |             | 0.00        |   |
| Office Supplies - 2                  |             | 0.00        |   |
| Training - 2                         |             | 0.00        |   |
| Travel - 2                           |             | 38.19       |   |
| Road-eo/Conference - 2               |             | 0.00        |   |
| National Road-eo Winners Sponsorship |             | 0.00        |   |
| NMTA Meetings                        |             | 0.00        |   |
| Legislative Services                 |             | 1,300.00    | JD Bullington - legis. Services in 9/2023 |
| Legislative Advocacy Plan            |             | <u>0.00</u> |   |
| Total NMTA Expenses:                 |             | 2,169.19    |   |

| BUDGET TOTALS                   | ESTIMATED  | YTD ACTUAL  | DIFFERENCE   |
|---------------------------------|------------|-------------|--------------|
| Membership Revenue              | 14,500.00  | 11,600.00   | (2,900.00)   |
| Conference/Rodeo Revenue        | 37,000.00  | 650.00      | (36,350.00)  |
| NMDOT Revenue                   | 165,000.00 | 39,733.02   | (125,266.98) |
| NMDOT Expenses                  | 165,000.00 | (15,105.59) | 180,105.59   |
| NMTA Expenses                   | 51,079.60  | (5,884.92)  | 56,964.52    |
| Balance (Income minus Expenses) | 420.40     | 72,973.53   | 72,553.13    |

BUDGET OVERVIEW



Bank Reconciled Balances:

|                 |             |
|-----------------|-------------|
| B of A Checking | \$42,811.14 |
| B of A Savings  | \$48,129.69 |
| Combined total: | \$90,940.83 |

| INCOME                   | ESTIMATED  | YTD ACTUAL | DIFFERENCE   | VARIANCE % |
|--------------------------|------------|------------|--------------|------------|
| Membership Revenue       | 14,500.00  | 11,600.00  | (2,900.00)   | -20.00%    |
| Conference/Rodeo Revenue | 37,000.00  | 650.00     | (36,350.00)  | -98.24%    |
| NMDOT Revenue            | 165,000.00 | 39,733.02  | (125,266.98) | -75.92%    |
| Total                    | 216,500.00 | 51,983.02  | (164,516.98) | -75.99%    |

| NMDOT OPERATING EXPENSES         | Annual Budget | YTD ACTUAL | DIFFERENCE | VARIANCE % |
|----------------------------------|---------------|------------|------------|------------|
| Administrator                    | 36,616.00     | 9,815.23   | 26,800.77  | 73.19%     |
| Administrative Prof. Development | 0.00          | 0.00       | 0.00       | 0.00%      |
| Employment Taxes                 | 10,342.40     | 3,049.23   | 7,293.17   | 70.52%     |
| Internet Subscription Service    | 0.00          | 0.00       | 0.00       | 0.00%      |
| Postage                          | 100.00        | 0.00       | 100.00     | 0.00%      |
| Cell Phone                       | 1,000.00      | 343.02     | 656.98     | 65.70%     |
| Audit                            | 3,965.00      | 0.00       | 3,965.00   | 100.00%    |
| Advertisement                    | 0.00          | 0.00       | 0.00       | 0.00%      |
| Contract Services                | 1,750.00      | 255.60     | 1,494.40   | 85.39%     |
| Dues and Subscriptions           | 1,500.00      | 1,009.74   | 490.26     | 32.68%     |
| Equipment                        | 0.00          | 0.00       | 0.00       | 0.00%      |
| Insurance                        | 900.00        | 0.00       | 900.00     | 100.00%    |
| Occupancy Costs                  | 960.00        | 480.00     | 480.00     | 50.00%     |
| Printing/Copying                 | 4,000.00      | 0.00       | 4,000.00   | 100.00%    |
| Office Supplies                  | 720.00        | 0.00       | 720.00     | 100.00%    |
| Office Furniture                 | 0.00          | 0.00       | 0.00       | 0.00%      |
| Travel                           | 1,104.00      | 152.77     | 951.23     | 86.16%     |
| Trainings                        | 46,042.60     | 0.00       | 46,042.60  | 100.00%    |
| Rodeo and Conference             | 56,000.00     | 0.00       | 56,000.00  | 100.00%    |
| Total Operating                  | 165,000.00    | 15,105.59  | 149,894.41 | 90.85%     |

| NMTA OPERATING EXPENSES          | Annual Budget | YTD ACTUAL | DIFFERENCE | VARIANCE % |
|----------------------------------|---------------|------------|------------|------------|
| Administrator - 2                | 9,154.00      | 2,453.84   | 6,700.16   | 73.19%     |
| Employment Taxes - 2             | 2,585.60      | 762.32     | 1,823.28   | 70.52%     |
| Postage - 2                      | 25.00         | 0.00       | 25.00      | 100.00%    |
| Cell Phone - 2                   | 250.00        | 85.75      | 164.25     | 65.70%     |
| Audit - 2                        | 3,965.00      | 0.00       | 3,965.00   | 100.00%    |
| Contract Services - 2            | 1,750.00      | 255.62     | 1,494.38   | 85.39%     |
| Insurance - 2                    | 900.00        | 0.00       | 900.00     | 100.00%    |
| Office Supplies - 2              | 180.00        | 0.00       | 180.00     | 100.00%    |
| Travel - 2                       | 276.00        | 38.19      | 237.81     | 86.16%     |
| Training - 2                     | 349.00        | 0.00       | 349.00     | 100.00%    |
| NMTA Meetings/Retreat            | 1,100.00      | 323.49     | 776.51     | 70.59%     |
| Rodeo & Conference               | 3,500.00      | 0.00       | 3,500.00   | 100.00%    |
| National Rodeo Winners Sponsorsh | 7,045.00      | 0.00       | 7,045.00   | 100.00%    |
| Legislative Services             | 10,000.00     | 1,300.00   | 8,700.00   | 87.00%     |
| Legislative Advocacy             | 10,000.00     | 665.71     | 9,334.29   | 93.34%     |
| Total Operating                  | 51,079.60     | 5,884.92   | 45,194.68  | 88.48%     |



# NM Transit Association

## Balance Sheet Summary

As of November 14, 2023

|                                     | TOTAL              |
|-------------------------------------|--------------------|
| <b>ASSETS</b>                       |                    |
| Current Assets                      |                    |
| Bank Accounts                       | 77,628.12          |
| Accounts Receivable                 | 8,502.50           |
| Other Current Assets                | 1,317.96           |
| <b>Total Current Assets</b>         | <b>\$87,448.58</b> |
| <b>TOTAL ASSETS</b>                 | <b>\$87,448.58</b> |
| <b>LIABILITIES AND EQUITY</b>       |                    |
| Liabilities                         |                    |
| Current Liabilities                 |                    |
| Accounts Payable                    | 0.10               |
| Other Current Liabilities           | 948.61             |
| <b>Total Current Liabilities</b>    | <b>\$948.71</b>    |
| <b>Total Liabilities</b>            | <b>\$948.71</b>    |
| Equity                              | 86,499.87          |
| <b>TOTAL LIABILITIES AND EQUITY</b> | <b>\$87,448.58</b> |

### Note

Accounts Receivable in the amount of \$8,502.50: Unpaid invoices to date including outstanding Member Dues and NMDOT Financial Packet for September 2023.

Other Liabilities, Accounts Payable and Other Current Liabilities are related to Journal Entries that I am still working with Hinkle + Landers to clean up.

# THE NEED FOR THE NEW MEXICO TRANSPORTATION TRUST FUND



New Mexico's highways are in constant need of maintenance, updates and construction. New Mexico's multi-modal projects are also in need of constant maintenance and updates.

A permanent fund will ensure there is adequate funding to meet the needs indefinitely.

Today's surplus money can be invested in a way that will make a meaningful difference for New Mexico long into the future.

## **WHAT THE LEGISLATION DOES**

- The proposed legislation creates a new, non-reverting transportation trust fund within the state treasury.
- Money in the trust fund can be used for the primary purpose of transferring money to the state road fund for construction, maintenance and other transportation projects prioritized and approved by the NM Department of Transportation.

# The Need for Permanent Public Funding For Transit Systems



The proposed Transportation Trust Fund would allow the New Mexico Department of Transportation to fund approved public transit projects.

## BACKGROUND:

- Most municipalities and counties do not get capital outlay for buses as their city or county has other capital outlay requests that buses cannot compete with.
- According to the 2020 Federal Transit Administration's National Transit Data (NTD), transit operators spent over \$27 million to replace and update aging fleets.
- Prior to the pandemic, there were more than 15 million transit trips on buses, fixed route buses, commuter buses, door-to-door small bus services, *(complementary van services for disabled residents, seniors, social and human services transportation,)* and many other key mobility services necessary for daily lifeline needs.
- People use transit to get to work, school, medical appointments or to shop, with the rider majority being in non-urban areas. Many are need based trips, riders either do not own a vehicle or are unable to drive a car for various reasons. Other people choose to take public transit to lower their carbon footprint.

## WHY THE PROPOSED TRANSPORTATION TRUST FUND?

- To create a stable, recurring source of funding for road construction and maintenance as well as transit capital needs including purchasing buses, building facilities, bus shelters and supporting operations and maintenance needs.
- The additional funding could allow public transit providers to expand their weekday and weekend hours, reducing vehicle traffic and increasing public safety.
- With additional funding, public transit systems could offer free Internet service so people can work while riding and accelerate the transition to zero emission vehicles.
- To help public transit providers meet Federal local match requirements to keep replacing and updating aging fleets.



[WWW.NM-TA.COM](http://WWW.NM-TA.COM)

## ALL AGENCIES:







Dear Melissa

The **Santa Ana Star Casino Hotel** would be honored to accommodate 2023 Conference. We are pleased to extend availability for your preferred dates.

April 14,15,16,17

Nestled in the Charming Pueblo of Santa Ana and the Rio Grande Bosque, you will find all of the accommodations necessary to treat your attendees to a one of a kind experience. Your stay will not only offer stunning views, but 204 non-smoking guest rooms, a Vegas Style Casino, premiere onsite dining options, an indoor pool, world-class golf courses and much more. Our dedication to provide quality food and beverage along with exceptional hospitality is sure to bring you and your attendees back again and again.



**Hotel Rooms That WOW!**

- Non-smoking guest rooms and suites
- In-room Keurig coffee makers
- State of the art fitness center
- Refrigerators in every room
- Self-Parking



- Casino with thrilling games including over 1500 slot machines and the state's first Sports Book
- Five on-site dining options including the premiere Juniper Steakhouse
- Starlight bowling Bar & Grill
- 45 World-Class Holes at Santa Ana Golf Club and Twin Warriors Golf Club

**Rooming Accommodations**

**April 12 , 13,14,15 \$121 for up to 35 rooms per night**

**\*Plus lodgers' tax and gross receipt tax**

**Banquet Room Accommodation**

**April 14 Cimarron Manzano, Tularosa**

**April 15th Vista Grande Ballroom**

**April 16<sup>th</sup> Vista Grande Ballroom**

**April 17 Vista Grande Ballroom**

**Food And Beverage Minimum of \$24,000.00+**

*\*+22% Gratuity and Current Gross Receipt Tax*

*\*\*If the group does not meet the minimum remaining balance will be added as room rental to meet minimum*



Concessions:

*Complimentary Parking*  
*Outside AV fee waived*  
*Complimentary Wi-fi*  
*1 per 40 comp room*

I will follow up with you on this proposal, but please do let me know if you have any questions in the meantime.

---

Best Regards,

**Alex Kouri**

Group Sales Manager

Santa Ana Star Casino | Hotel

Office: +1.505.337-2043

Cell: +1.505.377-9492

Email: [alexk@santaanastar.com](mailto:alexk@santaanastar.com)

## LICENSE AGREEMENT

**Licensee's Name:** NM Transit Association  
**State of Organization:** New Mexico  
**Licensee's Address:** P.O Box 15272  
Rio Rancho, NM 87174  
**Contact Person Name:** Melissa Drake  
**Contact Person Phone #:** 505-796-8377

**Facility ("Facility"):** Rio Rancho Events Center  
**3001 Civic Center Circle NE**  
**Rio Rancho, NM 87144**  
**Date(s)/Times(s) of use ("Term"):** 4/16/24  
**Expected attendance:** 175.

**Area(s) of Facility that Licensee may use ("Licensed Areas"):** Arena and Parking Areas

**Description of event to be held ("Event"):** Bus Rodeo

**Deposit amount & due date:** \$5000 due before event date

**Fee:** [\$5000.00 per day] which includes the expenses listed in Section 2 below, *plus* any other reimbursable expenses described in this Agreement.

**Fee due date:** [April 30, 2024]

This License Agreement ("Agreement") is between Global Spectrum, L.P., a Delaware limited partnership, as agent on behalf of The City of Rio Rancho ("Venue"), and the licensee listed above ("Licensee"). Venue and Licensee agree as follows:

- 1. Grant of License.** Subject to the terms and conditions of this Agreement, Venue grants Licensee a limited license to enter the Facility and access the Licensed Areas during the Term for the purpose of holding the Event. The Term may not be extended without the Venue's prior written approval and any approved extension may result in additional fees.
- 2. Duties of the Venue.** The Venue shall, at Licensee's request and at Licensee's sole cost, provide (or cause to be provided) personnel necessary to set-up and take-down the Event, security personnel and other necessary support services customarily provided by the Venue for a like event, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which the Venue is reasonably able to provide, such as personnel necessary for production requirements, and lighting and/or sound equipment. Food and beverage is not included in Fees and must be purchased separately from the food and beverage concessionaire for the Facility and from no other party without prior written consent.
- 3. Fees.** Licensee shall pay the Venue the Fee prior to the Event by no later than the due date set forth above. Following the Event, the Venue shall determine its actual costs incurred in connection with Licensee's use. In the event such actual costs are less than the estimated costs paid by Licensee, the Venue shall reimburse Licensee the difference, and if such actual costs are greater, Licensee shall promptly pay Venue the difference. In the event Licensee fails to make any payment when due, interest shall accrue at the rate of 1 ½ % per month (18% per annum), or the maximum rate permitted by law, whichever is less. The form of payment shall be money order, wire transfer, or certified check, unless agreed to otherwise by the Venue.
- 4. Non-Refundable Deposit.** A non-refundable deposit in the amount set forth above is payable to the Venue upon execution of this Agreement. Such deposit shall be credited to the Fee. Licensee shall not be entitled to the payment of any interest on the deposit. This deposit is non-refundable without regard to whether Licensee uses the Facility, unless such non-use is due to an Event of Force Majeure or due to a termination of this Agreement by Licensee under Section 8.
- 5. Licenses & Permits.** Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals required under applicable laws in connection with its use of the Facility for the Event, including, without limitation, any permits required by the fire department or licenses required by any performance rights organizations for music utilized in the Event.
- 6. Indemnification & Release of Liability.** Licensee hereby agrees to indemnify, defend, save and hold harmless the Venue, Global Spectrum, L.P., Ovations Food Services, L.P., The City of Rio Rancho, Rio Rancho Commissionaires and any other present or future lender providing financing to the owner of the Facility in connection with the construction or operation of the Facility, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists

appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee, which shall include any and all COVID-19 related Claims or Costs asserted or alleged against Indemnitees arising out of the Event. Licensee shall be obligated to indemnify, defense, save and hold harmless Indemnitees for COVID-19 related Claims or Costs regardless of whether the Venue is alleged to have been negligent, in whole or in part. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against the Venue, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the state where the Facility is located. The Venue makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Facility for any aspect of Licensee's intended use. Licensee further agrees that the Facility is being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee agrees that all of its property or property of others in or on the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee hereby waives and releases the Venue and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

#### 7. Insurance.

a. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee that names the Santa Ana Star Center, Global Spectrum, L.P., Ovations Food Services, L.P., City of Rio Rancho, and City of Rio Rancho Commissioners as a named insured, and which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, property damage and personal injury. Licensee shall cause such insurance to be endorsed with an endorsement that the insurance issued to Licensee shall be primary to and not contributory with any insurance coverage or self-insured program of the Venue or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Licensee. Licensee shall also cause the required policy to be endorsed to include the Indemnitees as additional insureds. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Indemnitees hereunder.

b. Licensee shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

c. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to the Venue evidence of the insurance required. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to the Venue. All insurance policies shall be issued by insurance companies rated state or commonwealth where the Venue is located or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

d. The Venue shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by the Venue. Licensee's failure to maintain the insurance required herein may, at the sole discretion of the Venue, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY THE VENUE, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY THE VENUE TO LICENSEE, AND THE VENUE SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY THE VENUE BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

e. In the event that Licensee fails to procure and present the aforesaid insurance, the Venue shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee due and payable hereunder.

8. Termination. If either party fails to comply with any of the terms and conditions of this Agreement (including without limitation failure by Licensee to make any payment when due) and such failure is not remedied within 10 days of its receipt of written notice regarding such failure, the other party may terminate this Agreement by written notice, without prejudice to any other legal rights or remedies such other party may have. Notwithstanding the foregoing, in no event shall the Venue be liable for any special, consequential, indirect, or punitive damages.

9. Compliance with Laws and Facility Rules. Licensee shall comply with, and shall cause all of its employees, contractors, participants and invitees to comply with, all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all rules and regulations regarding the use of the Facility ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance with all laws, regulations, ordinances and Facility rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by the Venue to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to the Venue in accordance with Section 3.

#### 10. Use of the Facility.

a. Licensee shall not, without the Venue's prior written consent, sell or bring into the Facility any equipment, food or beverages or any



other items, or engage in any commercial or fund raising activity.

b. Licensee shall use the Facility in a safe and careful manner. Licensee shall not (and shall ensure that its employees, agents and contractors do not) mar, deface or injure any part of the Facility. Upon expiration of the Term, Licensee shall deliver the Facility in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted. Licensee must fully comply with the fire code of the jurisdiction where the Facility is located and all rules and standards of the local fire department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material is forbidden. Licensee shall not (and shall ensure that its employees, agents and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Facility, such as fire extinguishers and fire hose cabinets and exits.

c. The use of the Facility shall be coordinated with a designated representative of the Venue, who shall have the right to be present at and supervise Licensee's activities. Licensee shall follow any and all reasonable instructions of the Venue's representative. The Venue does not relinquish the right to control the management of the Facility by virtue of Licensee's use. The Venue shall at all times have the right to limit the number of people attending the Event for the purpose of ensuring the safety of people and property at the Facility. If, in the sole judgment of the Venue, Licensee's or its guests' or invitees' use of the Facility poses a danger to the safety of others, or a risk of damage to the Facility or any property, the Venue may eject people from the Facility as it sees fit, restrict Licensee's activities at the Facility or time period of use, and/or cancel the Event and terminate this Agreement.

11. Force Majeure. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure shall render the fulfillment of this Agreement by the Venue impracticable, this Agreement shall terminate and the Venue shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, the Venue shall return the deposit to Licensee, less any out-of-pocket costs incurred by the Venue in connection with the Event (for which Licensee shall remain liable). Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of the preceding two sentences, neither the Venue nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the deposit, which is nonrefundable. "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, act of God, strike, lockout or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

12. Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to the addresses set forth above. A copy of any notices sent to the Venue shall also be sent to: Spectra, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department.

13. Governing Law and Venue. This Agreement is governed by and is to be construed in accordance with the internal laws of state or commonwealth where the Facility is located, without regard to such state's or commonwealth's conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, or acts of the parties hereunder shall be brought in the federal or state courts located in the city or county where the Facility is located, and the parties submit to the exclusive jurisdiction of those courts and consent to the venue in those courts.

14. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. Licensee shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Venue. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement

Global Spectrum, L.P., as agent on behalf of  
The City of Rio Rancho :

By: \_\_\_\_\_  
Name: Mat Bolinger  
Title: General Manager

Licensee: NM Transit Association

By: \_\_\_\_\_  
Name: Melissa Drake  
Title: