



RIO METRO

REGIONAL TRANSIT DISTRICT

BOARD OF DIRECTORS MEETING

Friday, August 28, 2015

12:00 p.m.

809 Copper Ave. N.W., Albuquerque, NM 87102

AGENDA

Call to Order

(The presence of a quorum will be noted.)

Approval of the August 28, 2015 Agenda

Tab 1 **Approval of the June 19, 2015 Action Summary**

PUBLIC COMMENT

Tab 2 Anyone who wishes to address the RMRTD Board must register with the Secretary of the Board

FINAL ACTION ITEMS

Tab 3 **Creation of the Property Disposal Committee for Fiscal Year 2015-2016**
R-15-06 RMRTD

Tab 4 **Approving and Authorizing the Signing of a "Lease Agreement" with Sandoval County for Portions of the Building Located at 1500 Idalia Rd., Building C in Bernalillo, NM**
R-15-07 RMRTD

DISCUSSION ITEMS

Tab 5 **Positive Train Control Mandate and the New Mexico Rail Runner**

Tab 6 **Rio Metro Visioning**

Tab 7 **Rio Metro Veterans Pilot Program Update**

Tab 8 **Staff Reports:**
-ABQ RIDE
-NCRTD
-Rio Metro RTD

OTHER BUSINESS AND NOTES

Next Meeting: Friday, September 18, 2015 at 12:00 p.m.

Anyone requiring special accommodations is requested to notify Barbara Thomas at (505) 247-1750 at least three days prior to the meeting.



RIO METRO
REGIONAL TRANSIT DISTRICT

ACTION SUMMARY

Friday, June 19, 2015
12:00 p.m.
809 Copper Ave. N.W.
Albuquerque, NM 87102

Rey Garduño, Chair

Maggie Hart Stebbins, Vice Chair

ORGANIZATION		MEMBER		ALTERNATE
Bernalillo County		Debbie O'Malley , Commissioner		Richard Meadows, Clay Campbell Brad Catanach
	X	Maggie Hart Stebbins , Commissioner, <i>Vice Chair</i>		Richard Mobarak
		Lonnie Talbert , Commissioner	X	Nolan Bennett Dan McGregor
Sandoval County		Darryl Madalena , Commissioner	X	Orlando Lucero Phil Rios
Valencia County		Charles Eaton , Commissioner		Vacant
City of Albuquerque	X	Isaac Benton , Councilor		Diane Dolan
	X	Diane Gibson , Councilor		Chris Sylvan
		Vacant		
	X	Rey Garduño , Councilor, <i>Chair</i>		Julian Moya
		Don Harris , Councilor	X	Tom Menicucci
		Richard Berry , Mayor	X	Bruce Rizzieri
		Rob Perry		
City of Belen		Jerah Cordova , Mayor	X	Steven Tomita
City of Rio Rancho		Dawnn Robinson , Councilor		
		Lonnie Clayton , Councilor		
Town of Bernalillo		Jack Torres , Mayor	X	Ida Fierro Maria Rinaldi
Village of Bosque Farms		Wayne Ake , Councilor		
Village of Corrales	X	John Alsobrook , Councilor		Pat Clauser, Ennio Garcia Miera
Village of Los Lunas		Charles Griego , Mayor	X	Michael Jaramillo
Village of Los Ranchos de Albuquerque		Larry Abraham , Mayor		Kelly Ward
ASSOCIATE MEMBERS				
Isleta Pueblo		Kathy Trujillo		Vacant
NON-VOTING ADVISORY MEMBERS				
ORGANIZATION		MEMBER		ALTERNATE
NCRTD	X	Anthony Mortarillo		Jim Nagel
MRCOG STAFF PRESENT				
Terry Doyle, Barbara Thomas, Dewey Cave, Conni Vigil, Liz Carter, Jay Faught, Larry Horan, Matt Stone, Noemi Rodriguez, Jerry Bowe				

AGENDA

Call to Order

The meeting was called to order at 12:05 p.m. by Chair Rey Garduño. The presence of a quorum was noted.

Approval of Agenda

Action Taken:

Diane Gibson, City of Albuquerque, made a motion to:

APPROVE THE AGENDA FOR JUNE 19, 2015

The motion was seconded by Maria Rinaldi, Town of Bernalillo, and passed unanimously.

Tab 1

Approval of Action Summary of May 15, 2015

Action Taken:

Bruce Rizzieri, City of Albuquerque, made a motion to:

APPROVE THE ACTION SUMMARY of May 15, 2015

The motion was seconded by Steven Tomita, City of Belen, and passed unanimously.

PUBLIC COMMENT

Tab 2

There were no comments from the public.

Tab 3

Reports:

- ABQ Ride – There was no report from ABQ Ride.
- North Central RTD – There was no report from the North Central RTD.
- Rio Metro RTD – Terry Doyle, RMRTD Director, distributed a handout regarding Positive Train Control (PTC) and presented information on the deadlines and what is likely to happen as it is an unfunded mandate. The deadline is December 31, 2015 which is basically unworkable for most railroads.

Mr. Doyle also talked about HM 127 which calls for selling the Rail Runner and replacing it with buses.

Mr. Doyle said that the visioning process is ongoing and that a draft is in progress. The final document will come before the Board in August. He plans to have two speakers at the August meeting and asked those present to put the meeting on their calendars.

Mr. Doyle stood for questions.

FINAL ACTION ITEMS

Tab 4

Election of Officers

Chair Garduño explained that officers are elected each year in June and can serve two one-year terms. Both the current chair and the current vice-chair have agreed to serve another term.

Action Taken:

Isaac Benton made a motion to:

APPROVE THE CURRENT BOARD CHAIR AND VICE CHAIR FOR A SECOND ONE-YEAR TERM

The motion was seconded by Ms. Gibson and passed unanimously.

Tab 5
R-15-05 RMRTD

Approval of Open Meetings Resolution and Establishment of the Fiscal Year 2016 Meeting Schedule

Mr. Doyle presented R-15-05 RMRTD and explained that each year the resolution must be approved in order to meet legal requirements and approve the meeting dates on the third Friday of each month. Mr. Doyle said he would prefer to maintain the current dates and time which coincide with the meetings of the Metropolitan Transportation Board. Additionally, he said he that in the future, he would like to limit meetings to only when necessary, perhaps every other month.

There will not be a meeting in July and Mr. Doyle requested that the August meeting be moved from the 21st to the 28th due to the triennial review by the Federal Transportation Administration.

Action Taken:

Chair Garduño made a motion to:

CHANGE THE DATE OF THE AUGUST 2015 MEETING FROM THE 21ST TO THE 28TH

The motion was seconded by Mr. Rizzieri and passed unanimously.

Action Taken:

Mr. Rizzieri made a motion to:

APPROVE R-15-05 RMRTD APPROVING THE OPEN MEETINGS RESOLUTION AND ESTABLISHMENT OF THE FISCAL YEAR 2016 MEETING SCHEDULE AS AMENDED

The motion was seconded by Mr. Tomita and passed unanimously.

DISCUSSION AND INFORMATION ITEMS

There were no Discussion Items for this meeting.

Adjournment

The June 19, 2015 meeting of the Rio Metro Regional Transportation Board was adjourned by consensus at 12:35 p.m.

Rey Garduño, Chair
Rio Metro Regional Transportation Board

ATTEST:

Dewey V. Cave, Executive Director



TAB 3

STAFF ANALYSIS OF R-15-06 RMRTD

Requested Action

Creation of the RMRTD Property Disposal Committee for Fiscal Year 2015-2016

Reason for Request

Pursuant to Section 13-6-1 NMSA, RMRTD is required to designate a committee of at least three (3) members of the Board to approve and oversee the disposal of worn-out, obsolete or otherwise unusable property.

Analysis

The RMRTD Property Disposal Committee will ensure proper oversight of the disposal of worn-out, obsolete or otherwise unusable property



R-15-06 RMRTD

**CREATION OF THE RTMTD PROPERTY DISPOSAL COMMITTEE
FOR FISCAL YEAR 2014-2015**

1 **WHEREAS**, the RMRTD was formed pursuant to the Regional Transit District Act,
2 NMSA § 73-25-1 et seq.; and

3 **WHEREAS**, the RMRTD is a subdivision of the State of New Mexico; and

4 **WHEREAS**, Sections 13-6-1 and 13-6-2 NMSA 1978 govern the disposition of
5 obsolete, worn-out or unusable tangible personal property owned by local public bodies;
6 and

7 **WHEREAS**, pursuant to Section 13-6-1 NMSA, RMRTD is required to designate a
8 committee of at least three (3) members of the Board to approve and oversee the disposal
9 of worn-out, obsolete or otherwise unusable property;

10 **NOW, THEREFORE, BE IT RESOLVED BY THE RIO METRO REGIONAL**
11 **TRANSIT BOARD OF DIRECTORS** that a standing committee is established, with
12 members to be appointed by the Chair, to serve as the RMRTD Property Disposal
13 Committee. Membership on the committee shall consist of a minimum of three (3)
14 members of the Board and not more than five (5) members. Membership on the committee
15 shall commence upon the date of appointment by the Chair and shall continue until the
16 Board meeting of August 2016.

17 **FURTHER**, the duties of the Property Disposal Committee shall be to oversee the
18 disposal of worn-out, obsolete or otherwise unusable property.

19 **PASSED, ADOPTED, AND APPROVED** this 28th day of August 2015 by the Board
20 of Directors of the Rio Metro Regional Transit District.

21
22
23

Rey Garduño, Chair
RMRTD Board of Directors

ATTEST:

24 Dewey Cave
25 Chief Executive Officer



R-15-07 RMRTD

APPROVING AND AUTHORIZING THE SIGNING OF A “LEASE AGREEMENT” WITH SANDOVAL COUNTY FOR PORTIONS OF THE BUILDING LOCATED AT 1500 IDALIA ROAD, BUILDING C, BERNALILLO, NM

1 **WHEREAS**, the RMRTD was formed pursuant to the Regional Transit District Act,
2 NMSA § 73-25-1 et seq to provide a regional transit system within Valencia, Bernalillo and
3 Sandoval Counties; and.; and

4 **WHEREAS**, the RMRTD Sandoval Operation is being run out of the Rio Rancho
5 Meadowlark Senior Center located at 4330 Meadowlark Ln SE, Rio Rancho, NM 87124:
6 and

7 **WHEREAS**, Rio Rancho has requested that we find another location to for the
8 RMRTD Sandoval Operation due to limited space and parking at the Meadowlark Senior
9 Center; and

10 **WHEREAS**, the Rio Metro RTD and the County of Sandoval entered into an
11 agreement (“SEE Agreement”), effective July 1, 2009, in which Rio Metro acquired and
12 assumed the permanent responsibility for the funding, operation and management of the
13 SEE; and

14 **WHEREAS**, the County of Sandoval owns the improved real property located at
15 1500 Idalia Road, Building C, Bernalillo, NM and is willing to lease the property to RMRTD
16 for RMRTD Sandoval Operations, and

Lease of Real Property

Between Sandoval County and Rio Metro Regional Transit District

This Lease Agreement (this "Lease") is between Sandoval County ("Lessor"), a political subdivision of the State of New Mexico and Rio Metro Regional Transit District ("Lessee"), a political subdivision of the State of New Mexico.

PREMISES: Lessor, in consideration of the lease payments provided in this Lease, leases to the Lessee the site describe as: lobby area, single office, parking area AND scheduled use of the on-site conference room, subject to availability. In the event of a natural disaster at Lessee's primary facility, Sandoval County Public Works will make every effort to prioritize Lessee's use of the conference room for disaster recovery efforts. Scheduling of conference room use will be done through the Sandoval County Public Works Department. The lobby area, single office, conference room and parking lot are located at:

1500 Idalia Rd., Building C, Bernalillo, NM 87004 and consists of:

- A. SINGLE OFFICE OF 138 SQUARE FEET OF LEASEABLE AREA.
- B. LOBBY AREA 575 SQUARE FEET OF LEASEABLE AREA.
- C. CONFERENCE ROOM OF 695 SQUARE FEET OF LEASEABLE AREA.
- D. USE OF THE NORTHERN PARKING AREA (APPROXIMATELY 106,650 SQ. FT.)

TERM: The lease term will begin on September 1, 2015 and will terminate on August 30, 2017. Early occupation of the facility by the Lessee is allowable at a pro-rated rate if agreed by both Parties. Parties shall have the option to extend the lease in two year increments or negotiate a new lease agreement. In the event of an extension, the Parties negotiate the lease payments.

RENT: The Lessee agrees to pay the lesser total annual rent of \$12,664.50 for use of the premises.

Rent is as follows:

Single Office	\$2,277.00 per year = \$189.75 per month =\$16.50 per square foot.
Lobby Area	\$9,487.50 per year = \$790.63 per month = \$16.50 per square foot.
Conference Room	\$900.00 per year = \$75.00 per month (Flat Rate)
Monthly Lease	\$1,055.38

LEASE PAYMENTS: Lessee shall pay to the Lessor \$300.00 per month, payable in advance, on the 1st day of each month for 24 months beginning the first day of this lease. For the remaining lease payment, in lieu of cash the Lessee has the option of

providing services for the remaining rent to Sandoval County. The value of the services provided shall be at least equal to the cash value of the annual lease payment. The type and value of services shall be determined by written agreement between the Lessor and the Lessee. The Lessee will have the responsibility of providing bi-annual reports detailing the cash value of services provided. Lease payments shall be made to the Lessor at 1500 Idalia Rd., Building D, Bernalillo, NM 87004, which address may be changed from time to time by the Lessor.

HOLDOVER: If Lessee remains in possession of the Premises at the end of the term without execution of a new written Lease, renewal or extension, Lessee shall be deemed to be occupying the Premises as a tenant from month to month, subject to all conditions and obligations of this Lease, insofar as they are applicable increase in monthly rent as if this Lease had been renewed at the end of the previous term.

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its equipment, effects and peaceably yield up the premises to Lessor in as good a condition as when delivered to Lessee, ordinary wear and tear is expected.

USE OF PREMISES: Lessee will use the Premises for the purpose of conducting business. More particularly, the Lessee shall use the leased premises for:

- a. Office and meeting space and a dispatch center for the Rio Metro Regional Transit District.
- b. Rio Metro Regional Transit vehicles will be stored and dispatched out of the adjacent parking lot, which will be secured and monitored by Lessee.
- c. Lessor confirms that the premises are suitable for General Office activities, transit dispatch center and meetings.
- d. No other uses are implied or consented to without prior written approval by the Landlord.

CONDITION OF PREMISES: Lessor warrants that the premises are in good and safe condition, structurally sound and of safe design and that they comply with all applicable building codes, ordinances and rules and regulations as of the effective date of this lease.

EXCLUSIVITY: This is not a lease for exclusive use.

INSURANCE AND INDEMINITY: Lessor shall keep the building of which the Premises are a part insured against loss or damage by fire or other casualty, to the same extent that Lessor insures Lessor's other facilities. Lessee shall be solely liable for loss to contents of the Premises, Lessee's vehicles kept at premises, and Lessee's other personal property and fixtures installed or maintained at the Premises, and shall

further maintain liability insurance protecting Lessor and third-parties from damage or injury arising from Lessee's operations and activities at the Premises.

Lessee shall, to the fullest extent permitted by law, indemnify Lessor and hold it harmless, for and against all damages, liabilities and costs, to the extent caused by Lessee's fault in the fulfillment of its responsibilities under this Lease. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978§§41-4-1, *et seq.*), or to waive any immunities, limitations or required procedures thereunder.

DAMAGE AND DESTRUCTION: If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Lessee. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Lessee's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes

MAINTENANCE AND SECURITY:

- a. Lessee shall have the responsibility to maintain the Single Office in good repair at all times during the term of the Lease.
- b. Lessee is responsible for the maintenance, security and monitoring of parking area.
- c. Lessee will report any physical damage to the Lobby Area, Single Office, Conference Room, Parking area or any portion of Building C that the Lessee has access to. Lessee agrees to lock the facilities (Building C) when the building is known to be empty and the Lessee is not onsite.
- d. Lessor will be responsible for issuing access key cards for the office area and fenced in parking area.
- e. Lessee agrees to immediately notify the Lessor if the building cannot be secured for any reason.

UTILILITIES:

- a. Lessor will be responsible for electricity, gas, water, sewer and refuse disposal, janitorial services and supplies for all common areas in Building C.
- b. Lessor shall not be liable or responsible to Lessee if any interruption occurs in the supply or any loss of capacity of any utility services to the Premises unless such failure is solely caused by Lessor.
- c. Lessor does not warrant the safety of the Premises and is not liable for failure of any security system to prevent theft or other intrusion into the Premises. Lessee shall cover such risks in its sole discretion.
- d. The Lessee shall be responsible to provide telephone, computer network, and janitorial service for the leased Premises.

STORAGE: Lessee will be provided space in the building's IT closet for the storage of Lessee's IT equipment. Lessee will need to coordinate access to closet with Lessor as needed.

JANITORIAL: Lessor shall provide janitorial services for the common areas of premises. Tenant shall provide janitorial service for its Leased Premises. If Lessee fails to maintain the Leased Premises in a clean condition, Lessor may choose to clean premises at the expense of the Lessee. No Lessee shall employ any person or persons other than the janitor of the Lessor for the purpose of cleaning its Premises unless otherwise reasonably agreed to by the Lessor in writing. Except with consent of the Lessor, no person or persons other than those reasonably agreed to by the Lessor shall be permitted to enter the Premises for the purpose of cleaning the same.

PEST EXTERMINATION: Lessor shall provide for pest extermination services at reasonable intervals on a regular basis.

LESSOR'S REPAIR OBLIGATIONS: Lessor shall maintain in good order, condition and repair, the Building and the Premises, including but not limited to the roof, exterior walls (including windows), HVAC, plumbing and electrical systems, fire and life safety systems, common areas and the Premises, except for ordinary wear and tear and damage by casualty or condemnation.

Lessee shall promptly reimburse Lessor for any costs Lessor may incur in making repairs and alterations in and to the Premises, the Building, building systems or facilities, systems or equipment, where the need for such repairs or alterations is caused by any of the following

- a. Lessee's use or occupancy of the Leased Premises in a fashion that contravenes any provision of this Lease;
- b. The installation, removal, use or operation of Lessee's property;
- c. The moving of Lessee's property into or out of the Building.

SUBLEASE AND ASSIGNMENT: Lessee shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's consent, such consent not to be unreasonably withheld or delayed.

ALTERATIONS AND IMPROVEMENTS: Lessee, at Lessee's expense, shall have the right following Lessor's consent upon approval of submitted plans to remodel, redecorate, make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Lessee may deem desirable, provided the same are made in workmanlike manner utilizing good quality materials. Upon termination of this lease any permanent improvements made by the Lessee will become property of the Lessor.

NOTICE: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Lessor:

County Manager's Office
Sandoval County
1500 Idalia Building D
Post Office Box 40
Bernalillo, New Mexico 87004

Lessee:

Terry Doyle, Transit Director
Rio Metro Regional Transit District
809 Copper Ave. NW
Albuquerque, NM 87102
Fax: (505) 247-1753

Lessor and Lessee shall each have the right from time to time to change the designee or place notice is to be given under this paragraph by written notice thereof to the other party.

WAIVER: No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

MEMORANDUM OF LEASE: The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Lessor and Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

HEADINGS: The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

SUCCESSORS: The provisions of this Lease shall extend to and be binding upon Lessee and its respective legal representatives, successors and assigns. Lessee may not assign this lease to any other person or entity without Lessor's written consent.

CONSENT: Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

COMPLIANCE WITH LAW: Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premise.

FINAL AGREEMENT: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

GOVERNING LAW: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**RIO METRO REGIONAL TRANSIT
DISTRICT**

SANDOVAL COUNTY

By: _____
Dewey Cave, Chief Executive Officer

By: _____
Phillip Rios, County Manager

Approved as to form:

Approved as to form:

By: _____
Larry Horan, Legal Counsel

By: _____
Patrick F. Trujillo, County Attorney

Attest:

By: _____
Eileen Garbagni, County Clerk