

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 7 Ordinance/Resolution# 14-041

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of September 3, 2013
(Adoption Date)

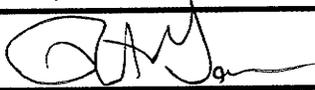
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION ESTABLISHING AN UNLIMITED ACCESS AGREEMENT BETWEEN NEW MEXICO STATE UNIVERSITY (NMSU) AND THE CITY OF LAS CRUCES (CITY) FOR THE PROVISION OF TRANSIT SERVICE FOR THE 2013-2014 SCHOOL YEAR AND TO ADJUST THE FY14 BUDGET.

PURPOSE(S) OF ACTION:

Approve agreement.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Michael Bartholomew	<u>Department/Section:</u> Transportation/Transit	<u>Phone:</u> 541-2537
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

For the past several years, Transit Section staff has discussed the possibility of entering into an "Unlimited Access Agreement" with officials from New Mexico State University (NMSU) and Doña Ana Community College (DACC). This type of transit service agreement is very common in communities that have both public transit and higher education institutions.

In general, an unlimited access agreement is payment of a lump sum fee, calculated on a per capita basis, by the educational institution to the transit operator in exchange for the ability of students to have unlimited access to all transit services by simply presenting valid identification. Such agreements are generally seen as win-win, benefiting both students and transit users in the entire community.

The purpose of this request is to establish an unlimited access agreement with NMSU and to adjust the FY14 budget to account for the new revenue. Both NMSU and DACC were invited to negotiate this new agreement; however, DACC did not send representatives to these talks and it is not included in this agreement at this time. The resulting negotiations yielded the "Unlimited Access (U-Pass) Agreement".

(Continue on additional sheets as required)

The fare structure as outlined in the U-Pass agreement sets the cost of a semester pass at \$67.50/semester/student. The total payment by NMSU for the U-Pass Program will not exceed \$30,000.00 for the 2013-2014 school year or 444 passes. If NMSU issues and pays for 444 passes, it may continue to issue passes to qualified students, however; no reimbursement will be collected by the City for additional passes. At the end of the 2013-2014 academic year the program will be assessed. At that time RoadRUNNER Transit in coordination with NMSU will determine if any revisions to the U-Pass agreement will be needed.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Unlimited Access (U-Pass) Agreement.
3. Exhibit "B", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted? N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:_____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund <u>5920-59320010-543715</u> in an amount not to exceed <u>\$30,000.00</u> for FY14.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
5920	Various	\$30,000.00	\$30,000.00	\$0	N/A

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the implementation of the U-Pass agreement with NMSU and adjust the FY14 budget.
2. Vote "No"; this will not allow the implementation of the U-Pass agreement with NMSU.
3. Vote to "Amend"; this could allow a U-Pass agreement with NMSU. Staff will evaluate whether such an amendment would provide the information necessary to consider a revised U-pass agreement.
4. Vote to "Table"; this will delay the implementation of an U-Pass agreement with NMSU.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution 13-020.

(Continue on additional sheets as required)

RESOLUTION NO. 14-041**A RESOLUTION ESTABLISHING AN UNLIMITED ACCESS AGREEMENT BETWEEN NEW MEXICO STATE UNIVERSITY (NMSU) AND THE CITY OF LAS CRUCES (CITY) FOR THE PROVISION OF TRANSIT SERVICE FOR THE 2013-2014 SCHOOL YEAR AND TO ADJUST THE FY14 BUDGET.**

The City Council is informed that:

WHEREAS, the City desires to reduce congestion and air pollution by encouraging the use of public transit; and

WHEREAS, the City has provided transit service to NMSU since 1986; and

WHEREAS, an unlimited access agreement would permit NMSU students access to all transit services in exchange for a lump sum fee, calculated on a per capita basis, to be collected each semester; and

WHEREAS, unlimited access agreements are common in communities with both public transit and institutions of higher education; and

WHEREAS, unlimited access agreements promote constructive and beneficial partnerships between educational institutions and the community as a whole; and

WHEREAS, RoadRUNNER Transit and NMSU negotiated an unlimited access agreement; and

WHEREAS, RoadRUNNER Transit is ready to implement an unlimited access agreement with NMSU.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(1)

THAT it is the desire of the City of Las Cruces to promote a partnership with NMSU through implementation of an unlimited access program that would be for the

benefit of students and the community as a whole.

(II)

THAT NMSU and the City enter into the Unlimited Access (U-Pass) Agreement as shown in Exhibit "A" attached hereto and made a part of this Resolution.

(III)

THAT the FY14 budget be adjusted as shown in Exhibit "B" attached hereto and made a part of this Resolution.

(IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Unlimited Access (U-Pass) Agreement

THIS AGREEMENT is hereby entered into between the City of Las Cruces, a municipal corporation, hereinafter referred to as "the City," and New Mexico State University, hereinafter referred to as "NMSU." For the purposes of this document, the discounted student fare will be referred to as "U-Pass". NMSU has the discretion to name the program as seen fit.

WHEREAS, the City desires to reduce congestion and air pollution by encouraging the use of public transit; and

WHEREAS, the City operates RoadRUNNER Transit as a public benefit mass transit system under authorization as a federal Section 5307 provider; and

WHEREAS, the City has been operating transit service since 1986; and

WHEREAS, the implementation of a "U-Pass" Program will provide an important benefit to NMSU residents, students; and

WHEREAS, NMSU desires to establish a U-Pass Agreement with the City to encourage use of transit services; and

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

1. DEFINITION

U-Pass - a program that gives students enrolled in participating post-secondary institutions unlimited access to local transit.

2. TERM OF AGREEMENT

A. Length of Agreement - This Agreement shall be from August 1, 2013 until May 31, 2014, subject however to paragraph No. 3.

B. Service Period - Unless otherwise requested, the U-Pass program shall operate spring and fall University semesters. The agreed upon definition of the fall semester shall be the time from August 1 thru December 31 and the spring semester the time from January 1 thru May 31. Exceptions are holidays observed by RoadRUNNER Transit and Sundays.

3. RESPONSIBILITIES OF THE CITY

A. Provide unlimited access to all RoadRUNNER Transit fixed-route service requiring a fare for the period of time specified on the "U-Pass". This access shall be granted to any student presenting a current, valid "U-Pass" to the RoadRUNNER driver.

- B. RoadRUNNER Transit will provide no more than two (2) one-way trips per day to holders of a valid "U-Pass" on its Dial-a-Ride (paratransit) service.

4. RESPONSIBILITIES OF NMSU

- A. NMSU shall be responsible for the design, production, distribution and accounting of "U-Pass". The design of the "U-Pass" shall make it as easy as possible for bus drivers to identify the pass as valid. The City must approve the pass design prior to the production of the "U-Pass".
- B. NMSU shall be the sole distributor of "U-Passes". NMSU shall distribute "U-Passes" only to currently registered fee paying NMSU students. It is NMSU's prerogative as to whether or not students will be charged a fee for the "U-Pass" or charged a fee for "U-Pass" replacement. Revenues from the fees would solely belong to NMSU.
- C. NMSU shall reimburse the City per formula in section 6 following.
- D. NMSU shall provide periodic reports during the academic year as requested and regarding numbers of "U-Passes" distributed.

5. TERMINATION

- A. This Agreement may also be terminated by either party upon 30 days advance written notice from one party to the other.
- B. In case of termination by either party, NMSU shall pay to the City a pro rata share of its subsidy level as determined pursuant to paragraph No. 6.

6. CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the agreements contained herein, NMSU shall pay to the City a cost reimbursement calculated pursuant to this paragraph. In determining the total reimbursement due herein, the following cost calculations shall be used:

(1) **Fare** – A 10% discount from the student 31 day pass as provided in Appendix "A" of the *TARIFF OF THE LAS CRUCES AREA RoadRUNNER TRANSIT FOR FIXED ROUTE & DIAL-A-RIDE SERVICE WITHIN THE CITY OF LAS CRUCES.*

e.g. 31 Day student pass	\$15.00
10% Discount	\$ <u>-1.50</u>
Total	\$13.50

Month(s) in semester: 5 x \$13.50 = \$67.50/semester/student.

(2) **Pass** – NMSU shall submit to the City an accounting of all passes distributed. The distribution summary shall be submitted no later than ten (10) days from the end of a semester.

B. Payment - NMSU shall pay to the City an amount equal to the discounted student 31 day pass times the number of months in the U-Pass semester. The request for payment will be submitted to:

**Ophelia Watkins
Director of Transportation and Parking Services
PO Box 30004, MSC 3AUX
Las Cruces, NM 88003-8004**

The City will request payment no later than 30 days following the end of the semester. Payment shall be due and payable within thirty (30) days following receipt of the invoice by NMSU. If this Agreement is terminated as herein provided, the City shall be entitled to payment for the number of passes distributed up to the termination date. The total payment by NMSU for the U-Pass program shall not exceed \$30,000.00 per year. If the \$30,000.00 threshold is achieved in an academic year, any additional passes distributed during that academic year shall not be subject to reimbursement; however, "U-Pass" distribution statistics must still be reported.

C. Other Liability - Under no circumstances shall NMSU be liable for any monies for any reason other than the Maximum Subsidy Level set forth in paragraph No. 6.

D. Payment Location - Payment against invoices shall be mailed to the City of Las Cruces, RoadRUNNER Transit, P. O. Box 20000, Las Cruces, NM 88004.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

In providing and furnishing said transit service during the term hereof, the City shall act solely in the capacity of an independent contractor, and not as an agent or employee of NMSU, and NMSU shall have no control over the City's transit operations in connection with providing said services, except as hereinabove provided, and NMSU shall have no control or supervision whatsoever over the drivers of the vehicle(s) used in said service who shall be employed by the City.

8. INDEMNIFICATION

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

9. APPLICABLE LAW

The City agrees that it will adhere to all federal, state, and local laws applicable to the provision of the services outlined herein.

The City will not be liable for a decision by NMSU to operate transit service that does not comply with Title VI and/or transportation requirements established under the Americans with Disabilities Act and will not be obligated to operate such service.

10. ACCOUNTING

The City and NMSU shall provide strict accounting for all receipts and disbursements, if any, made pursuant to the Agreement. The City will furnish accounting reports to NMSU upon request.

11. REPRESENTATIVES

Any notice required under this Agreement shall be mailed to the following addresses, except as changed by written notice to the other party. As well, the City hereby designates the persons listed below as the City representatives to be responsible for daily supervision of the operation of service:

CITY: City Manager or City Manager's Designee
P. O. Box 20000
Las Cruces, New Mexico 88004

Transit Administrator or Transit Administrator's Designee
P. O. Box 20000
Las Cruces, NM 88004
(575) 541-2500
Fax (575) 541-2545

NMSU: Director of Transportation and Parking Services at
NMSU or designee
P. O. Box 30001, MSC 3AUX, Corbett Center Rm 317
Las Cruces, New Mexico 88003-8001

ASNMSU President or ASNMSU President's Designee
P. O. Box 30001, MSC 7110
Las Cruces, New Mexico 88003-8001

12. BINDING EFFECT

This Agreement is binding upon the City and NMSU and their respective assignees, successors in interest, and legal representatives of any kind.

13. ENTIRE AGREEMENT

- A. This agreement embodies the entire agreement between the City and NMSU and may only be amended upon a written agreement signed by the parties.
- B. This Agreement incorporates all the conditions, agreements and understandings between the parties concerning the subject matter of this agreement and all such conditions, understandings, and agreements have been merged into this written agreement. No prior condition, agreement, or other understanding verbal or otherwise, shall be valid or enforceable unless embodied in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2013 pursuant to the approval of their respective governing bodies.

CITY OF LAS CRUCES:

**FOR THE REGENTS OF
NEW MEXICO STATE UNIVERSITY:**

Robert Garza, City Manager

Rennette Apodaca, Director of
Procurement Services & Risk
Management

ATTEST:

City Clerk

David Maestas, ASNMSU Student Body
President

(SEAL)

Approved as to form:

City Attorney

RESOLUTION NO. 13-020

A RESOLUTION TO ALLOW A TEMPORARY EXCEPTION TO THE TRANSIT FARE TARIFF THAT WILL PERMIT CURRENT NEW MEXICO STATE UNIVERSITY (NMSU) AND DOÑA ANA COMMUNITY COLLEGE (DACC) STUDENTS TO RIDE ANY ROADRUNNER TRANSIT BUS FARE FREE THROUGHOUT THE 2012-2013 REGULAR SCHOOL YEAR.

The City Council is informed that:

WHEREAS, RoadRUNNER Transit staff has been working to develop an unlimited access agreement with New Mexico State University (NMSU) and Doña Ana Community College (DACC) for several years; and

WHEREAS, an unlimited access agreement would permit student access to all transit services in exchange for a per capita student fee to be collected each semester; and

WHEREAS, unlimited access agreements are common in communities with both public transit and institutions of higher education; and

WHEREAS, unlimited access agreements promote constructive and beneficial partnerships between educational institutions and the community as a whole; and

WHEREAS, RoadRUNNER Transit is ready to conduct a demonstration project for the 2012-2013 academic school year during which NMSU and DACC students can use RoadRUNNER Transit services fare free; and

WHEREAS, data collected during this time will be used to help justify a future negotiated unlimited access agreement with NMSU and/or DACC; and

WHEREAS, the existing Transit Tariff requires students to pay reduced fares and purchase reduced-fare passes; and

WHEREAS, the demonstration project will require a temporary exemption from the stated fare in the Transit Tariff for NMSU and DACC students to ride fare-free during the 2012-2013 academic year.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT students of New Mexico State University and Doña Ana Community College are hereby exempt from the transit fare stated in the Transit Tariff during the 2012-2013 academic school year for the purpose of conducting a study of the feasibility of entering into an unlimited access agreement with the City of Las Cruces.

(II)

THAT it is the desire of the City of Las Cruces to promote a partnership with NMSU and DACC through implementation of an unlimited access program that would be for the benefit of students and the community as a whole.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

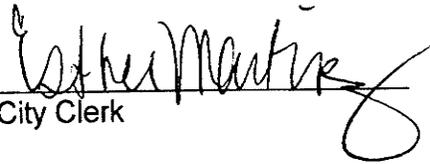
DONE AND APPROVED this 6th day of August, 2012.

APPROVED:



Mayor

ATTEST:


City Clerk

(SEAL)

Moved by: Sorg

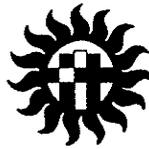
Seconded by: Smith

APPROVED AS TO FORM:


City Attorney

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Aye</u>
Councillor Smith:	<u>Aye</u>
Councillor Pedroza:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Sorg:	<u>Aye</u>
Councillor Thomas:	<u>Aye</u>



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 14Ordinance/Resolution# 13-020For Meeting of _____
(Ordinance First Reading Date)For Meeting of August 6, 2012
(Adoption Date)

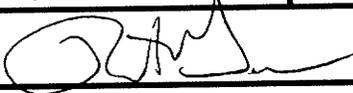
Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION TO ALLOW A TEMPORARY EXCEPTION TO THE TRANSIT FARE TARIFF THAT WILL PERMIT CURRENT NEW MEXICO STATE UNIVERSITY (NMSU) AND DOÑA ANA COMMUNITY COLLEGE (DACC) STUDENTS TO RIDE ANY ROADRUNNER TRANSIT BUS FARE FREE THROUGHOUT THE 2012-2013 REGULAR SCHOOL YEAR.

PURPOSE(S) OF ACTION:

To permit NMSU and DACC students to ride buses fare-free during the 2012-2013 school year.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Michael Bartholomew	<u>Department/Section:</u> Transportation/Transit	<u>Phone:</u> 541.2537
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

For the past several years, Transit Section staff has discussed the possibility of entering into an "unlimited access agreement" with officials from New Mexico State University (NMSU) and Doña Ana Community College (DACC). This type of transit service agreement is very common in communities that have both public transit and higher education institutions. Currently there is no such agreement with either NMSU or DACC.

An unlimited access agreement can take many forms, but the common factor in all such agreements is payment of a lump sum fee by the educational institution to the transit operator in exchange for the ability of all students (and sometimes staff and faculty) to have unlimited access to all transit services by simply presenting a valid identification to the driver. There are several ways in which colleges and universities fund this type of program, the most common being the assessment of a transportation fee which is usually included in student activity fees. Such agreements are generally seen as win-win, benefiting both students and transit users in the entire community. Once established, the scope of this agreement and the revenue from this type of agreement can grow over the years, depending on the level of services desired by the students. In some communities, unlimited access programs generate enough revenue to add

(Continue on additional sheets as required)

routes, increase route frequency on certain routes, and/or expand hours of service on certain routes.

The purpose of this request is to establish a demonstration of the unlimited access agreement. To do this, staff is requesting approval to temporarily exempt the fare for NMSU and DACC students for the 2012-2013 school year (August 20, 2012 – May 11, 2013). Students would be able to access any transit service, including Dial-a-Ride, by presenting their valid NMSU or DACC student identification. Currently the Council-approved Transit Tariff allows students to ride under the reduced fare category which requires a 50-cent base fare or a variety of reduced fare pass options (City Council Resolution No. 09-082).

This demonstration project will provide better data on how many students might use RoadRUNNER Transit services if an unlimited access agreement were in place. The data gathered during this project will be used to develop a permanent unlimited access agreement. This project will also serve as a "test drive" where students will have the opportunity to experience the value of this program and be able to make a more informed decision about the future of this program.

Throughout the 2012-2013 school year, Transit staff and Metropolitan Planning Organization (MPO) staff will meet with students to assess the program. If additional funding can be found, there is a possibility of adding another demonstration project such as a nominal enhancement to the service in the spring 2013 semester. Examples of such enhancements include extending the evening hours of one or two routes (such as routes 20 or 30) serving the university area or improving bus frequency to certain student housing areas. In the spring 2013 semester when the Associated Students of New Mexico State University (ASNMSU) begins discussions to set 2013-2014 student fees, the Transit Section will have gathered much improved data to help negotiate an actual unlimited access agreement with NMSU students.

The only cost to the City of Las Cruces for this demonstration project would be the potential for lost fare revenue from the sales of fares or passes to NMSU and DACC students. ASNMSU has pledged to market fare-free transit access to its students beginning August 2012, so there will be little or no marketing expenses impacting the Transit Section budget. Calculating the true effect of this agreement on revenues is very difficult. Because students currently use the same reduced fare passes used by youth, senior citizens, and persons with disabilities, RoadRUNNER Transit is not able to track how many current trips provided are to NMSU and DACC students. A very rough estimate would be between \$500 and \$1500 in fare loss per month, making a total annual fare loss of \$3,500 - \$10,500. However, staff is also seeing more riders in general; overall ridership was up in FY 2012 by 9%. It is very possible that if general ridership continues to grow, RoadRUNNER Transit may see no effect on the budgeted FY 2013 fare revenue. Additionally, the potential of increased ridership due to more students taking advantage of this demonstration project, can also lead to increased federal transit funding in subsequent fiscal years. Because of these various factors, staff does not see any immediate need to adjust anticipated fare revenue projections in the FY 2013 budget.

Throughout the discussions of implementing an unlimited access program, the Transit Advisory Board has given this demonstration project its support.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

1. Resolution.

SOURCE OF FUNDING:

Is this action already budgeted? N/A	Yes <input type="checkbox"/>	See fund summary below
	No <input type="checkbox"/>	If No, then check one below:
	Budget Adjustment Attached <input type="checkbox"/>	Expense reallocated from: _____
	<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue? N/A	Yes <input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No <input type="checkbox"/>	There is no new revenue generated by this action.
	_____	_____

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow a temporary exception to the Transit Fare Tariff that will permit current New Mexico State University (NMSU) students and Doña Ana Community College (DACC) students to ride any RoadRUNNER Transit bus fare free throughout the 2012-2013 regular school year as a demonstration project to study the feasibility of a future unlimited access agreement with these educational institutions.
2. Vote "No"; this will not allow a temporary exception to the Transit Fare Tariff that will permit current (NMSU) students and (DACC) students to ride any RoadRUNNER Transit bus fare free throughout the 2012-2013 regular school year as a demonstration project to

(Continue on additional sheets as required)

study the feasibility of a future unlimited access agreement with these educational institutions. An unlimited access agreement could be sought without the demonstration project's information, but sound data and buy-in from students would be lacking.

3. Vote to "Amend"; this could allow an amended temporary exception to the Transit Fare Tariff that will permit current (NMSU) students and (DACC) students to ride any RoadRUNNER Transit bus fare free throughout the 2012-2013 regular school year as a demonstration project to study the feasibility of a future unlimited access agreement with these educational institutions. Staff will evaluate whether such an amendment would provide the information necessary to consider an unlimited access agreement.
4. Vote to "Table"; this will delay a temporary exception to the Transit Fare Tariff that will permit current New Mexico State University (NMSU) students and Doña Ana Community College (DACC) students to ride any RoadRUNNER Transit bus fare free throughout the 2012-2013 regular school year as a demonstration project to study the feasibility of a future unlimited access agreement with these educational institutions. This delay would postpone the gathering of necessary information for an unlimited access agreement with these educational institutions.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits

1. Resolution No. 09-082



COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of August 6, 2012
(Adoption Date)

TITLE:

A RESOLUTION TO ALLOW A TEMPORARY EXCEPTION TO THE TRANSIT FARE TARIFF THAT WILL PERMIT CURRENT NEW MEXICO STATE UNIVERSITY (NMSU) AND DOÑA ANA COMMUNITY COLLEGE (DACC) STUDENTS TO RIDE ANY ROADRUNNER TRANSIT BUS FARE FREE THROUGHOUT THE 2012-2013 REGULAR SCHOOL YEAR.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>Michael Bartholon</i>	541-2537	7/24/12
Department Director	<i>Lisa Murphy</i>	541-2045	7-24/12
Other			
Assistant City Manager /CAO Management & Budget Manager	<i>[Signature]</i>	2078 2107	7/25/12 7/24/12
Assistant City Manager/COO	<i>[Signature]</i>	221	7/25/12
City Attorney	<i>[Signature]</i>	541-2128	7/26/12
City Clerk	<i>[Signature]</i>	x2115	7/26/12

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
Transit Fund 5920	Transportation		Proprietary Fund Enterprise Funds	
	2012-13 Prelim Actual	2013-14 Adopted Adjustment		2013-14 0
RESOURCES				
Beginning Balance	\$ 450,776	704,915		704,915
Revenues				
Charges For Services	581,911	630,700	30,000	660,700
Miscellaneous Revenues	4,060	4,500		4,500
Federal Grants	1,574,034	2,279,045		2,279,045
Operating Transfers In	1,913,944	1,913,944		1,913,944
Total Revenues	<u>4,073,949</u>	<u>4,828,189</u>	<u>30,000</u>	<u>4,858,189</u>
TOTAL RESOURCES	<u>\$ 4,524,725</u>	<u>5,533,104</u>	<u>30,000</u>	<u>5,563,104</u>
Expenditures				
Transit Administrative Services	0	50,000		50,000
14100 - FTA Operating Assistance FY05 (03)	0	0		0
14106 - FTA Operating Assistance FY06	0	0		0
24109 - FTA Operating Grant FY09	0	0		0
24112 - FTA Operating Grant FY12	1,578	0		0
24113 - FTA Operating Grant FY13	421,621	0		0
24114 - FTA Operating Grant FY14	0	582,255		582,255
FTA Operating Assistance	0	0		0
14104 - FTA Operating Assistance FY04	0	0		0
24112 - FTA Operating Grant FY12	0	0		0
24113 - FTA Operating Grant FY13	2,078,675	0		0
24114 - FTA Operating Grant FY14	0	2,146,627		2,146,627
241S3 - FTA - Bus And Bus Facilities	1,992	1,992		1,992
Transit Dial-A-Ride	0	0		0
24109 - FTA Operating Grant FY09	0	0		0
24111 - FTA Operating Grant FY11	0	0		0
24112 - FTA Operating Grant FY12	0	0		0
24113 - FTA Operating Grant FY13	948,573	0		0
24114 - FTA Operating Grant FY14	0	1,040,921		1,040,921
Transit Bus Maintenance	0	0		0
24109 - FTA Operating Grant FY09	0	0		0
24112 - FTA Operating Grant FY12	0	0		0
24113 - FTA Operating Grant FY13	367,371	0		0
24114 - FTA Operating Grant FY14	0	411,915		411,915
24213 - FTA-Architectural And Engineer	0	731,875		731,875
61L04 - Transit Bus Wash	0	64,600		64,600
241S1 - FTA - Jarc Planning Study	0	1,728		1,728
Operating Transfers Out	0	0		0
Total Expenditures	<u>\$ 3,819,810</u>	<u>5,031,913</u>	<u>0</u>	<u>5,031,913</u>
Accrual Adjustments	0	0	0	0
ENDING BALANCE	<u>\$ 704,915</u>	<u>501,191</u>	<u>30,000</u>	<u>531,191</u>