



Alexandria Transit Company Board of Directors Meeting



Wednesday, January 9th, 2019
5:30 p.m.
City Hall, Council Workroom, 2nd Fl.

Meeting Agenda

#1 Public Comment

#2 Consideration of Meeting Minutes Approval
December 14, 2018

All

#3 Board Member Announcements & Presentations

- a) Chairman's Report
- b) T&ES Directors Report
- c) All Others

Chairman & Board
Members

#4 General Manager's Report

- a) Management Report
- b) Performance Report
- c) Operating Report
- d) Overtime Report
- e) General Manager's Summary

Josh Baker,
General Manager

#5 Financial Report

- a) November Financial Update
- b) November Balance Sheet
- c) November Summary Income Statement
- d) November Budget vs. Actual (BVA)

Evan Davis,
Director of Finance
& Administration

#6 New Business

- a) Board Resolution for DRPT Grant Applications
- b) Board Review of Legal Counsel Candidates & Discussion

Martin Barna
Kerry Donley / All

#7 Executive Session

Consideration of Convening an Executive Session for the Purpose of Discussing Legal and Personnel Matters, pursuant to Section 2.2-3711 (A1) of the Code of Virginia

All

#8 Next Meeting Date & Adjournment

The next regular Board Meeting is Wednesday, February 13th, 2019 at 5:00 p.m.

All



ATC Board Agenda Detail

Agenda Item #: 2
Item Title: Meeting Minutes
Contact: Fatima Ahmed, Secretary
Attachments: None
Customer Impact: None
Board Action: Consideration of Approval



Alexandria Transit Company (ATC) **BOARD OF DIRECTORS MEETING MINUTES**

A meeting of the Board of Directors of the Alexandria Transit Company was held on Wednesday, December 12th at the DASH Facility, 3000 Business Center Drive, Alexandria, VA 22314.

Board members present were David Kaplan, Kerry Donley, Matt Harris, Jim Kapsis, Yon Lambert and Meredith MacNab. Board members excused were Ian Greaves, Stephen Klejst and Richard Lawrence.

Staff members and visitors attending were: Josh Baker, Raymond Mui, Rick Baldwin, Martin Barna, Swinda Carcamo, Evan Davis, John Lanocha, Fatima Ahmed, Sameer Abdo, Tristan Cunningham, Justin Isbel, Naim Mafuz, Gabriel Mowey, Jim Maslanka, Alicia Wright and Nicole Evans. There were 3 visitors in attendance.

The board holds meetings every second Wednesday from September to June and all are welcome to attend.

Board Meeting

Agenda Item #1 – Public Comment

The Chairman called the meeting to order at 5:30 p.m., welcoming the Board members, staff and guests to the regular monthly Board meeting. There was no public comment.

Agenda Item #2 – Consideration of Meeting Minutes Approval

The Chairman asked for consideration of approval of the minutes of November 14, 2018 and Special Meeting on November 27, 2018. Mr. Harris notified the Board of the spelling mistake for Mr. Donley, and the board moved to approve the minutes as amended. Mr. Lambert motioned to accept the minutes as amended with Mr. Donley seconding the motion.

Agenda Item #3 – Reports, Updates and Other Business

Item #3a – Commission on Aging Special Presentation by Ms. Jane King

Mr. Kaplan introduced Ms. King from the Commissions on Aging. Ms. King provided a presentation and shared the transportation livability index results for the City of Alexandria. Ms. King spoke of the commissions goal to support Vision Zero and to support the ATV process.

Item #3b – Chairman’s Report

The Chairman updated the board on the search for legal counsel by committee members Mr. Donley, Mr. Harris and Mr. Lawrence interviewing Mr. Rich. Mr. Kapsis recommended the search committee interview the second firm and provide a recommendation to the Board, which was agreed by all. Mr. Kaplan asked the Board to send any firms they would recommend to Mr. Donley and the search committee.

Item #3c – T&ES Director’s Report

Mr. Lambert, Director, Dept. of Transportation & Environmental Services provided verbal summaries on the report he shared in advance with the Board, welcoming any comments and questions.

Staff Reports

Agenda Item #4 – General Manager’s Report

Mr. Baker, General Manager, provided an oral update of the Management Report as presented to the Board, summarizing the high-level management, performance and operating items. Mr. Baker welcomed comments and questions on the reports.



Agenda Item #5 - Financial Report

In the absence of Mr. Davis, Director of Finance & Administration, the General Manager provided an oral update on the financial reports as presented to the Board, welcoming any comments or questions.

Agenda Item #6 – New Business

Item #6a – Mr. Davis, provided the budget reduction scenarios proposed by the General Manager to the Board, based on preliminary budget guidance received from the City Manager’s Office. The Board provided comments on the scenarios, Mr. Donley moved to approve the General Manager’s recommendations to the Board for submission to the City Manager with Ms. MacNab seconding the motion.

Item #6b – Mr. Davis provided the FY 2020 Preliminary Budget for consideration and welcomed any questions or comments. The Board discussed possible changes to trolley and advertising, Mr. Donley moved to approve the preliminary budget with some consideration by staff of the possible changes to trolley and advertising, seconded by Ms. MacNab.

Item #6c – The General Manager discussed the Labor Negotiations Attorney Staff Recommendation and the Board unanimously supported the General Managers recommendation.

Item #6d – Mr. Barna presented the resolution supporting the SmartScale application to the Board. On a motion by Mr. Donley and seconded by Ms. MacNab, the motion was carried forward approving the resolution.

Agenda Item #7 – Next Meeting Date & Adjournment

As there was no further business, the Chairman asked for a motion to adjourn. On a motion by Mr. Donley and seconded by Mr. Lambert, all motions passed unanimously, and the meeting adjourned at 8:21 p.m.

The next regular monthly meeting is Wednesday, January 9th, 2019 at 5:30 p.m. at City Hall, City Council Workroom, 2nd Fl.

Minutes submitted by Fatima Ahmed, Secretary



ATC Board Agenda Detail

Agenda Item #: 4
Item Title: DASH General Manager's Report
Contact: Josh Baker, General Manager
Attachments: None
Customer Impact: None
Board Action: None/FYI

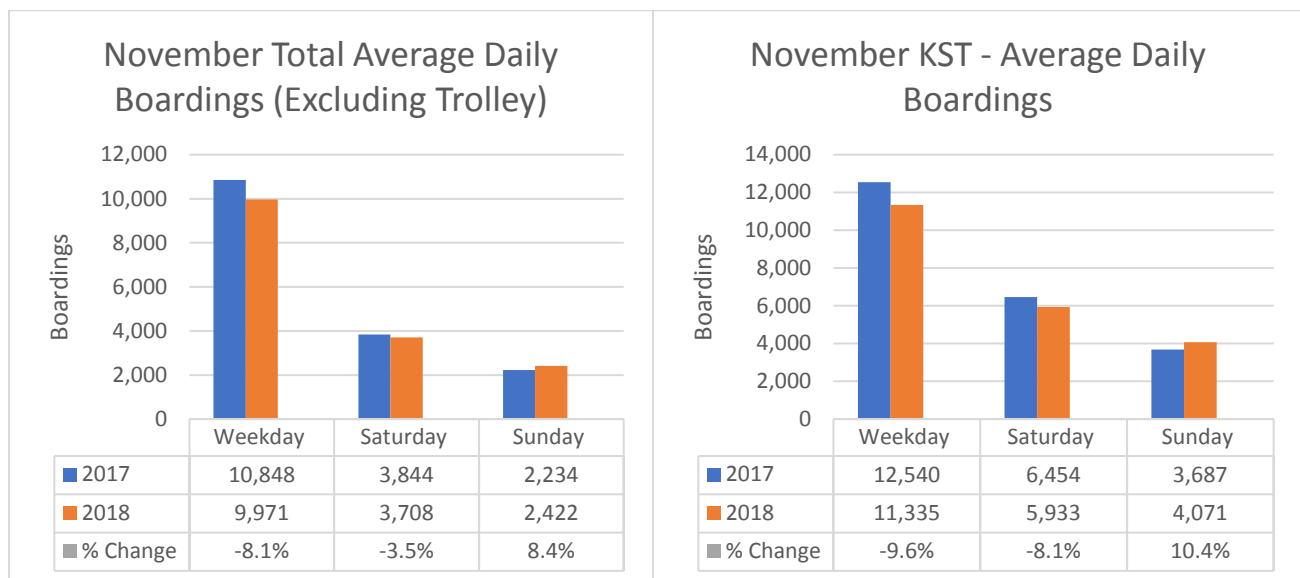


4a Summary: Management Report

FOR THE MONTH OF NOVEMBER 2018

A. RIDERSHIP:

Total system ridership for the month decreased by 4.8% from last November, with 289,396 total passengers. Without the King Street Trolley, total ridership decreased by 3.3% from last November, with 243,882 passengers.



B. SAFETY: DASH experienced four accidents during the month of November. No injuries reported.

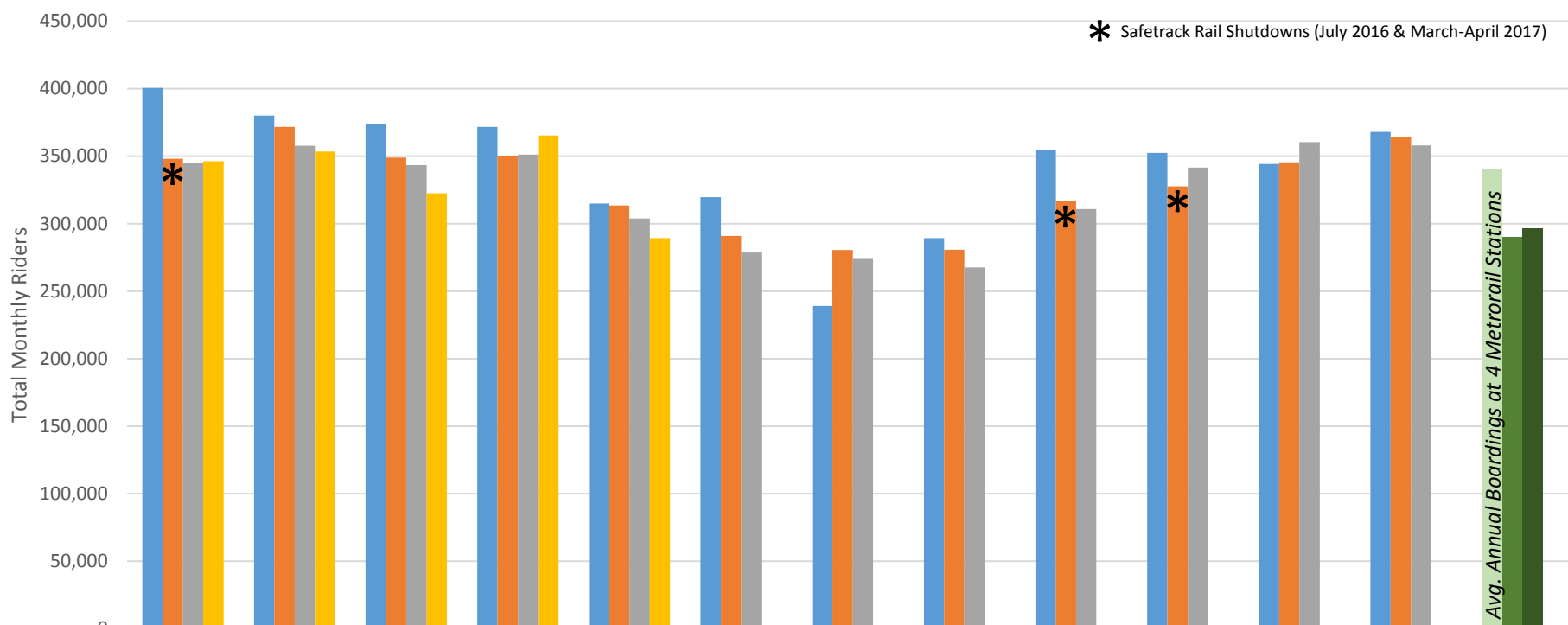
- 11/17 – Bus made contact with a car at Commonwealth Avenue and the E. Monroe Southern Towers entrance (*Preventable*).
- 11/24 – Bus made contact with vehicle at the Southern Towers entrance. (*Preventable*).
- 11/24 – Vehicle made contact with bus on Beauregard St and Sanger Ave (*Non-Preventable*).
- 11/27 – Vehicle made contact with bus on Madison St and Washington St (*Non-Preventable*).

C. RELIABILITY & MAINTENANCE:

	November 2017	November 2018	% Change	Industry Avg.
On-Time Performance	84.3%	82.2%	-2.49%	83.6%
Missed Trip Percent	0.01%	0.06%	500%	N/A
Avg. Miles Per Road Call	23,859	14,551	-39.0%	11,439

4b Summary: Performance Report
 (System-Wide Ridership November 2018)

DASH Monthly Systemwide Ridership (FY2016-FY2019)



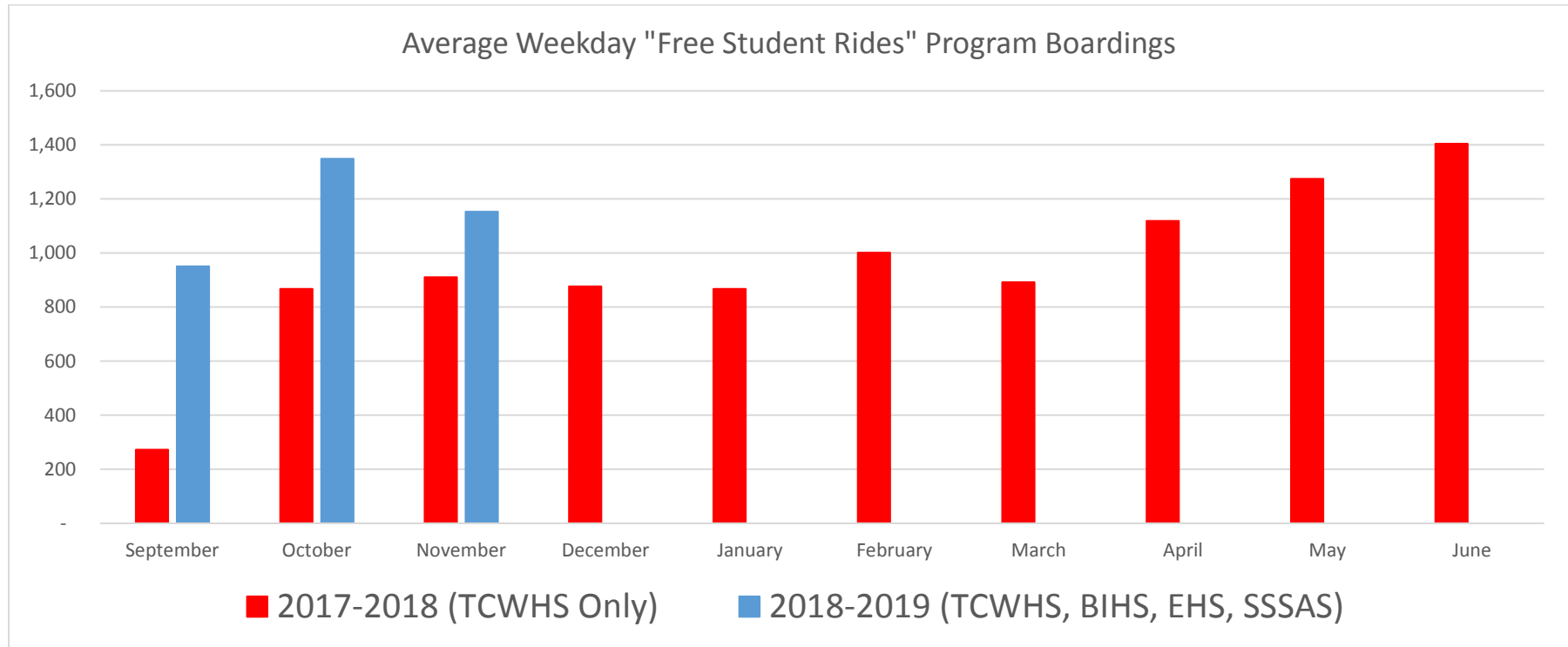
	July	August	September	October	November	December	January	February	March	April	May	June	Metrorail
FY 2016	400,646	380,209	373,688	371,842	315,029	319,646	239,123	289,333	354,338	352,549	344,266	368,037	340820
FY 2017	348,122	371,835	348,970	350,114	313,472	291,037	280,540	280,794	316,805	327,599	345,453	364,610	290400
FY 2018	345,139	357,728	343,427	351,203	303,908	278,813	273,943	267,675	310,961	341,527	360,382	357,979	296940
FY 2019	346,394	353,415	322,539	365,467	289,396								

*Metrorail ridership (green columns) represents average daily total boarding's at the City's four Metrorail Stations for FY15-17.

**Totals were multiplied by 20 for comparison to DASH monthly data.



4b Summary: Performance Report
(Free Student Rides Program Ridership)

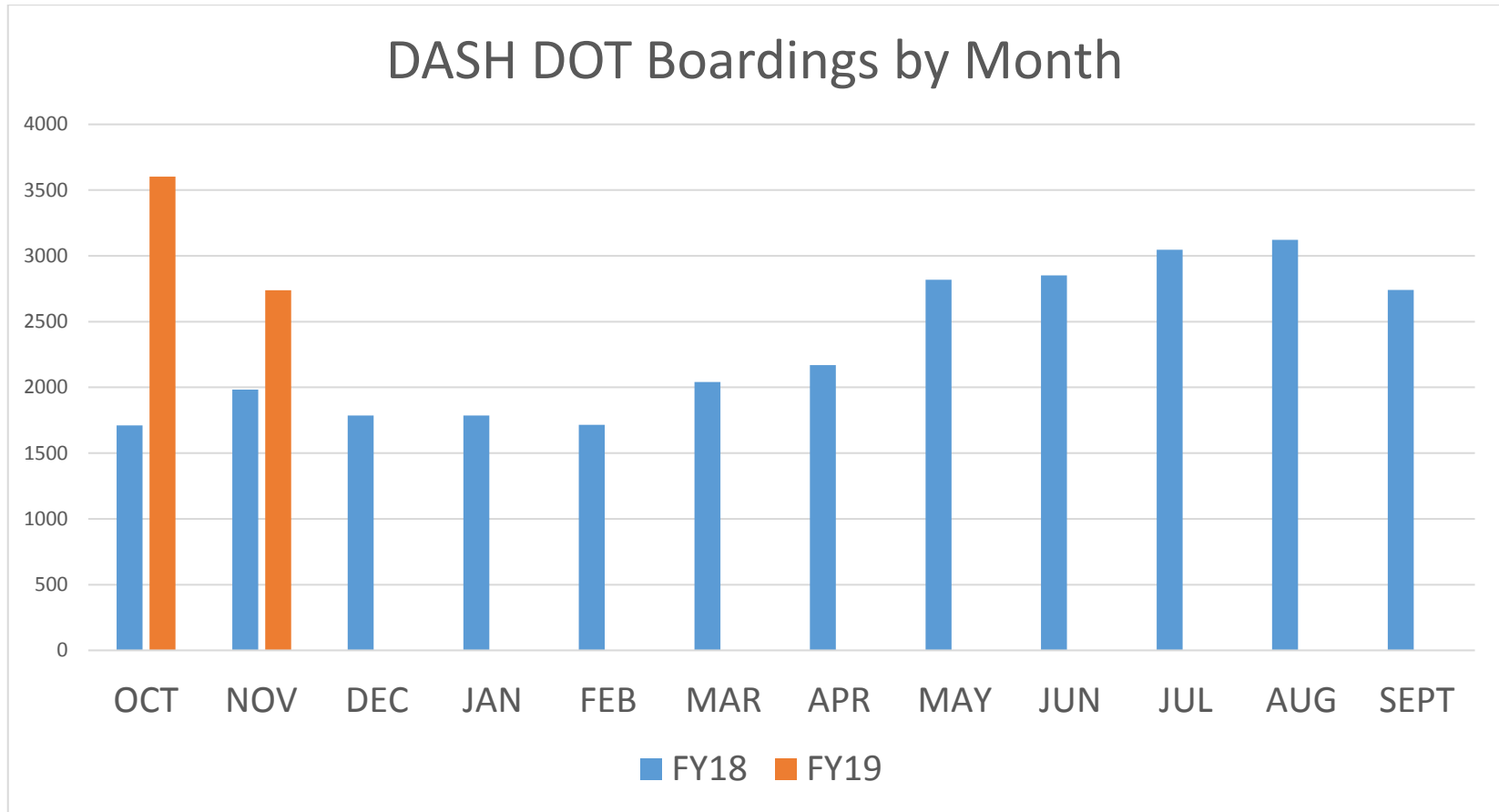


*Free Student Rides Program began as a pilot for T.C. Williams High School for the 2017 – 2018 school year.

**For the 2018 – 2019 school year, the program was expanded to three additional high schools (Bishop Ireton, Episcopal and St. Stephens & St. Agnes)



4b Summary: Performance Report
(DOT Program Boarding by Month)



4c Summary: Operating Report November 2018

	PREVIOUS YEAR (NOVEMBER 2017)	CURRENT YEAR (NOVEMBER 2018)	PERCENT CHANGE
<u>RIDERSHIP</u>			
Total Monthly Passengers	303,908	289,396	-4.8%
Total Monthly Passengers (Excl.Trolley)	252,117	243,882	-3.3%
Passengers / Revenue Mile	2.0	1.8	-8.9%
Passengers / Revenue Hour	22.4	20.4	-8.9%
<u>SERVICE LEVELS</u>			
Total Miles	167,015	174,609	4.5%
Revenue Miles	151,233	158,068	4.5%
<u>SAFETY</u>			
Accidents - Total	5	4	-20.0%
Accidents - Preventable	4	2	-50.0%
<u>FARES</u>			
Average Fare	\$1.09	\$1.14	4.3%
ATC DASH Pass	23,199	21,878	-5.7%
Free Student Rides	20,737	24,742	19.3%
Regional Bus Transfers	19,208	17,375	-9.5%
Rail-Bus Transfers	34,141	30,188	-11.6%
% Paid by SmartTrip	73.1%	81.0%	10.8%
<u>FINANCIAL PERFORMANCE</u>			
Operating Expense / Total Mile	\$7.82	\$10.47	33.9%
Operating Expense / Total Platform Hour	\$68.40	\$98.47	44.0%
Total Revenue / Operating Expense Ratio	32.3%	22.9%	-29.0%



ATC Board Agenda Detail

Agenda Item #: 4d
Item Title: Overtime Report
Contact: Josh Baker, General Manager
Attachments: None
Customer Impact: None
Board Action: None/FYI

**4d Summary – Overtime Report**

Fiscal Year 2019 has an overtime target of 7% per pay period, so far for FY19 we have averaged 9.98%.

Payroll Period	Total Overtime	Total Payroll	Percentage of Total Payroll
Saturday, July 7, 2018	\$38,831.79	\$407,700.69	9.52%
Saturday, July 21, 2018	\$43,091.65	\$437,432.29	9.85%
Saturday, September 4, 2018	\$38,373.16	\$397,779.79	9.65%
Saturday, September 18, 2018	\$40,926.90	\$394,789.21	10.37%
Saturday, September 1, 2018	\$41,497.10	\$400,479.85	10.36%
Saturday, September 15, 2018	\$33,698.80	\$404,019.95	8.34%
Saturday, September 29, 2018	\$39,057.18	\$401,733.84	9.72%
Saturday, October 13, 2018	\$43,228.02	\$456,035.30	9.48%
Saturday, October 27, 2018	\$43,412.58	\$403,755.84	10.75%
Saturday, November 10, 2018	\$48,989.95	\$402,632.59	12.17%
Saturday, November 24, 2018	\$39,168.39	\$407,000.70	9.62%
Saturday, December 8, 2018	\$43,515.11	\$403,467.65	10.79%
Saturday, December 22, 2018	\$36,097.35	\$393,264.19	9.18%





ATC Board Agenda Detail

Agenda Item #: 4e
Item Title: DASH General Manager's Summary
Contact: Josh Baker, General Manager
Attachments: None
Customer Impact: None
Board Action: None/FYI

4e Summary: General Manager's Summary

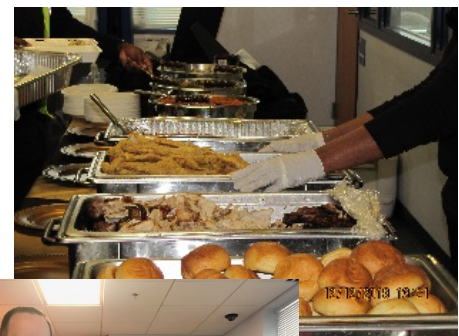
1. Summer Metro Rail Shutdown 2019 – Update by General Manager & Discussion as needed.
2. On Monday, December 10th, the General Manager joined T&ES City Staff for an introductory meeting with the new Council elect members. This was a valuable opportunity to provide a full orientation and welcome regarding DASH and our services.
3. On Wednesday December 12th DASH hosted the annual employee appreciation holiday luncheon which was well attended and enjoyed by all. Each employee was given a gift card to Giant as a part of their holiday greeting.

DASH in the Community (DASH Annual SANTA'S TROLLEY Event)



In honor of the holiday season, DASH was proud to host the Annual Santa's Trolley event in Old Town Alexandria at City Hall. Children and adults alike had the opportunity to board a beautifully decorated King Street Trolley (disguised as Santa's sleigh) and take a photo with Santa Claus. Afterwards, the participants received a candy cane and small gift from Santa's elves. Members of City Council, including Mayor Silberberg, and DASH's very own Josh Baker stopped by to take a photo with Santa.

DASH Annual Employee Holiday Luncheon Photos





ATC Board Agenda Detail

Agenda Item #: 5a
Item Title: Financial Update
Contact: Evan Davis, Director of Finance & Administration
Attachments: None
Customer Impact: None
Board Action: None/FYI

**Alexandria Transit Company (DASH)
 Financial Update
 For the Five Months Ended November 30, 2018**

November Results – Budget vs. Actual Report

DASH experienced a **current month deficit of (\$463,160) in November**. Most of this deficit was expected and is simply a timing issue - personnel expenditures exceeded monthly budget across the board because November was a three-payroll month. However, the deficit widened further because November’s revenue ridership fell to 215,430, the lowest of FY19 to date.

After five months of operations, there is a **year-to-date budget deficit of (\$432,883)**, all created during the month of November. The YTD deficit increases to (\$518,517) when grant activity is included.

Significant budget variances and notable accounts in November include:

- As noted above, **passenger revenue fell short of budget by (\$44,211)** as revenue ridership fell to 215,430, which was 16,829 below our FY19 budget expectation for the month. This is the first month of FY19 in which revenue ridership fell significantly below expectation. It is likely the King Street Metro bus loop construction, which began in November, contributed to this trend.
- By far the most significant expenditure variances were all personnel-related due to the three-payroll month. Again, this is a timing issue that does not impact year end projections.
- As you may have noticed at the pump, **fuel costs** came down dramatically from October to November (about 50 cents/gallon), bringing the November fuel expenditures down to budget.
- Some large **tire purchases** were made in November partially related to the New Flyer buses which will begin arriving in January. This led to the (\$20,924) monthly deficit. These buses require a different type of tire than what we have historically maintained in inventory.
- Finally, the professional services deficit is due to the consulting engagement in November discussed in previous meetings. We have made corresponding reductions in other budget areas to ensure these costs do not affect year end expenditure projections.

FY 2019 Forecast

The drop in passenger revenue in November was driven by the decline in revenue ridership. Average fare (excluding students) held steady at \$1.27.

	FY18 – Nov YTD	FY19 – Nov YTD	Change
Revenue Ridership	1,200,015	1,208,226	8,211
Passenger Revenue	\$1,466,065	\$1,535,258	\$69,193
Average Fare	\$1.22	\$1.27	\$0.05

Through five months, the increase in base fare from \$1.60 to \$1.75 and in DASH Pass price from \$40 to \$45 accounts for 88% of the increase in passenger revenue.



Given November's results, the FY19 revenue projection fell from \$3.54 to \$3.49 million, which will fall 8.5% short of budget (\$323,113). With expenditures expected to come in under budget by \$1,982, **the FY19 overall deficit is projected at (\$321,131), a negative change of (\$58,737) from the October projection.**

November Customer Analysis by Fare Type

For your reference, we have again provided an analysis of November's total ridership of 289,396 by paying and non-paying customer types.

Customer Type	Nov Ridership	Fare Paid	% of Total
Base Fare	119,131	\$1.75	41.2%
DASH Pass	21,878	Varies	7.6%
Bus-to-Bus Transfers	36,733	-0-	12.7%
WMATA Tokens and Regional Passes	7,500	Pass-Varies (Token=\$1.75)	2.6%
Metrorail-to-Bus Transfers	30,188	\$1.25	10.4%
AT2X Mark Center ID	2,110	Paid by DoD Charter	0.7%
Promotional / Other Free	1,600	-0-	0.6%
High School Students	24,742	-0-	8.5%
King Street Trolley	45,514	-0-	15.7%
TOTAL	289,396		100.0%

Overall:

37.5% (108,589) of DASH trips generated no revenue in November, with the remaining 62.5% (180,807) generating the entire \$273,485 in passenger revenue.



ATC Board Agenda Detail

Agenda Item #: 5b
Item Title: Balance Sheet
Contact: Evan Davis, Director of Finance & Administration
Attachments: None
Customer Impact: None
Board Action: None/FYI



ALEXANDRIA TRANSIT COMPANY
Balance Sheet as of November 30, 2018

ASSETS

Cash - City of Alexandria Pooled	\$	-
Cash - Payroll Account		310
Receivables		2,582,325
Parts and Supplies Inventory		693,531
Capital Assets		43,586,652
Less: Accumulated Depreciation		(22,452,236)
TOTAL ASSETS	\$	24,410,582

LIABILITIES

Accounts Payable	\$	164,964
Payroll Liabilities		103,254
Accrued Vacation		682,630
Due to Other Funds (Negative Cash Position)		2,611,779
Total Liabilities	\$	3,562,627

NET POSITION

Net Investment in Capital Assets	\$	21,134,416
Unrestricted		(286,461)
Total Net Position	\$	20,847,955

TOTAL LIABILITIES AND NET POSITION	\$	24,410,582
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This statement is unaudited and prepared for the sole use of management and the Board of Directors of ATC.





ATC Board Agenda Detail

Agenda Item #: 5c
Item Title: Summary Income Statement
Contact: Evan Davis, Director of Finance & Administration
Attachments: None
Customer Impact: None
Board Action: None/FYI

ALEXANDRIA TRANSIT COMPANY

Summary Income Statement for the Five Months Ended November 30, 2018

	Actual	Budget	Variance
REVENUES:			
City Contribution - King Street Trolley	399,555	399,555	-
DASH Passenger Revenue	1,520,672	1,588,480	(67,808)
DASH AT2X Mark Center Charter	327,365	327,365	-
DASH Other Charter Revenue	18,365	63,470	(45,105)
Miscellaneous Revenue	25,383	22,915	2,468
Total Operating Revenue	2,291,340	2,401,785	(110,445)
City Contribution - Regular Subsidy	4,731,105	4,731,105	-
Total Revenue	7,022,445	7,132,890	(110,445)
EXPENDITURES:			
Operations	4,168,633	4,022,325	(146,308)
Maintenance	1,737,662	1,663,305	(74,357)
Administration	1,538,344	1,411,830	(126,514)
Capital Outlay	10,689	35,430	24,741
Total Expenditures	7,455,328	7,132,890	(322,438)
GRANT ACTIVITY:			
State Grants	118,494	-	-
Local Match on State Grants	-	-	-
Grant Expenditures	(204,128)	-	-
Total Grant Activity	(85,634)	-	-
Net Surplus (Deficit)	(518,517)	-	(432,883)

This statement is unaudited and prepared for the sole use of management and the Board of Directors of ATC.





ATC Board Agenda Detail

Agenda Item #: 5d
Item Title: Budget vs. Actual Report
Contact: Evan Davis, Director of Finance & Administration
Attachments: None
Customer Impact: None
Board Action: None/FYI

Alexandria Transit Company (DASH)
 Budget vs. Actual Report for the Five Months Ended November 30, 2018

Description	CM Actual	CM Budget	Variance	YTD Actual	YTD Budget	Variance	FY2019 Projected	FY2019 Annual Budget	Projected Year End Variance
REVENUE									
City Contribution - King Street Trolley	79,911	79,911	-	399,555	399,555	-	958,936	958,936	-
DASH Passenger Revenue	273,485	317,696	(44,211)	1,520,672	1,588,480	(67,808)	3,489,244	3,812,357	(323,113)
DASH AT2X Mark Center Charter	65,473	65,473	-	327,365	327,365	-	785,671	785,671	-
DASH Other Charter Revenue	1,830	12,694	(10,864)	18,365	63,470	(45,105)	152,329	152,329	-
Miscellaneous Revenue	(1,863)	4,583	(6,446)	25,383	22,915	2,468	55,000	55,000	-
TOTAL OPERATING REVENUE	418,836	480,357	(61,521)	2,291,340	2,401,785	(110,445)	5,441,180	5,764,293	(323,113)
City Contribution - Regular Subsidy	946,221	946,221	-	4,731,105	4,731,105	-	11,354,656	11,354,656	-
TOTAL REVENUE	1,365,057	1,426,578	(61,521)	7,022,445	7,132,890	(110,445)	16,795,836	17,118,949	(323,113)
OPERATING EXPENDITURES									
OPERATIONS									
Wages - O	898,024	625,035	(272,989)	3,123,036	3,125,175	2,139	7,475,953	7,500,440	24,487
Fringe Benefits - O	129,426	115,084	(14,342)	712,430	575,420	(137,010)	1,417,579	1,381,000	(36,579)
Payroll Taxes - O	65,490	43,175	(22,315)	227,256	215,875	(11,381)	562,729	518,100	(44,629)
Retirement Contributions - O	23,803	14,908	(8,895)	83,206	74,540	(8,666)	206,033	178,900	(27,133)
Total Operations Labor	1,116,743	798,202	(318,541)	4,145,928	3,991,010	(154,918)	9,662,294	9,578,440	(83,854)
Operating Materials and Supplies	1,877	4,875	2,998	18,160	24,375	6,215	50,061	58,500	8,439
Training and Travel - O	526	1,388	862	4,545	6,940	2,395	13,955	16,650	2,695
TOTAL OPERATIONS EXPENDITURES	1,119,146	804,465	(314,681)	4,168,633	4,022,325	(146,308)	9,726,310	9,653,590	(72,720)
MAINTENANCE									
Wages - M	169,701	126,708	(42,993)	604,150	633,540	29,390	1,472,901	1,520,500	47,599
Fringe Benefits - M	17,722	22,829	5,107	97,035	114,145	17,110	228,964	273,950	44,986
Payroll Taxes - M	12,553	10,292	(2,261)	47,894	51,460	3,566	118,595	123,500	4,905
Retirement Contributions - M	5,663	4,208	(1,455)	19,015	21,040	2,025	47,085	50,500	3,415
Total Maintenance Labor	205,639	164,037	(41,602)	768,094	820,185	52,091	1,867,545	1,968,450	100,905
Fuel & Lubricants	97,959	95,375	(2,584)	572,113	476,875	(95,238)	1,197,681	1,144,500	(53,181)
Repair Parts	27,187	35,883	8,696	193,728	179,415	(14,313)	437,841	430,600	(7,241)
Tires	29,174	8,250	(20,924)	55,882	41,250	(14,632)	108,000	99,000	(9,000)
Vehicle Maintenance Service	9,472	5,833	(3,639)	50,709	29,165	(21,544)	106,008	70,000	(36,008)
Laundry	2,748	2,500	(248)	11,117	12,500	1,383	27,500	30,000	2,500
Tools and Equipment	-	1,250	1,250	3,404	6,250	2,846	8,169	15,000	6,831
Building Maintenance	19,121	18,950	(171)	80,922	94,750	13,828	197,791	227,400	29,609
Training and Travel - M	943	583	(360)	1,693	2,915	1,222	7,371	7,000	(371)
TOTAL MAINTENANCE EXPENDITURES	392,243	332,661	(59,582)	1,737,662	1,663,305	(74,357)	3,957,906	3,991,950	34,044
ADMINISTRATION									
Wages - A	142,838	112,235	(30,603)	529,237	561,175	31,938	1,316,269	1,346,800	30,532
Fringe Benefits - A	12,283	11,898	(385)	62,848	59,490	(3,358)	138,733	142,800	4,067
Payroll Taxes - A	9,649	10,520	871	61,234	52,600	(8,634)	134,894	126,250	(8,644)
Retirement Contributions - A	3,749	4,267	518	18,196	21,335	3,139	45,058	51,200	6,142
Total Administrative Labor	168,519	138,920	(29,599)	671,515	694,600	23,085	1,634,954	1,667,050	32,097
Insurance	-	57,667	57,667	414,382	288,335	(126,047)	666,596	692,000	25,404
Professional Services	94,031	35,639	(58,392)	265,998	178,195	(87,803)	472,634	427,670	(44,964)
Utilities	18,363	26,792	8,429	88,408	133,960	45,552	300,200	321,500	21,300
Printing & Advertising	11,533	5,500	(6,033)	22,879	27,500	4,621	60,560	66,000	5,440
Telecommunications	5,263	5,417	154	26,649	27,085	436	63,958	65,000	1,042
Training and Travel - A	17,367	2,708	(14,659)	30,096	13,540	(16,556)	29,664	32,500	2,836
Postage and Office Supplies	1,752	1,665	(87)	10,193	8,325	(1,868)	24,447	20,000	(4,447)
Dues and Subscriptions	-	1,246	1,246	8,224	6,230	(1,994)	13,000	14,950	1,950
Grant Local Match	-	6,812	6,812	-	34,060	34,060	81,739	81,739	-
TOTAL ADMINISTRATIVE EXPENDITURES	316,828	282,366	(34,462)	1,538,344	1,411,830	(126,514)	3,347,751	3,388,409	40,658
TOTAL OPERATING EXPENDITURES	1,828,217	1,419,492	(408,725)	7,444,639	7,097,460	(347,179)	17,031,967	17,033,949	1,982
CAPITAL OUTLAYS (non-CIP)									
Computer and Office Equipment	-	1,544	1,544	10,689	7,720	(2,969)	18,500	18,500	-
Power Train Rebuilds, Other Eq.	-	5,542	5,542	-	27,710	27,710	66,500	66,500	-
TOTAL CAPITAL OUTLAYS (non-CIP)	-	7,086	7,086	10,689	35,430	24,741	85,000	85,000	-
NET SURPLUS (DEFICIT)	(463,160)	-	(463,160)	(432,883)	-	(432,883)	(321,131)	-	(321,131)

(see next page for further analysis)

This report is unaudited and prepared for the sole use of management and the Board of Directors of ATC.

Oct projection (262,394)
 Change (58,737)

Alexandria Transit Company (DASH)

Budget Comparison	FY2019 Projected	FY2019 Budget	Variance	% Variance
City Contributions	12,313,592	12,313,592	-	0.0%
DASH Operating Revenue	4,482,244	4,805,357	(323,113)	-6.7%
Total Revenue	16,795,836	17,118,949	(323,113)	-1.9%
Total Personnel	13,164,793	13,213,940	49,148	0.4%
Total Non-Personnel	3,867,175	3,820,009	(47,166)	-1.2%
Total Capital Outlay (non-CIP)	85,000	85,000	-	0.0%
Total Expenditures	17,116,967	17,118,949	1,982	0.0%

Year over Year Comparison	FY2019 Projected	FY2018 Actual	Variance	% Variance
City Contributions	12,313,592	12,340,890	(27,298)	-0.2%
DASH Operating Revenue	4,482,244	4,515,143	(32,899)	-0.7%
Total Revenue	16,795,836	16,856,033	(60,197)	-0.4%
Total Personnel	13,164,793	13,227,349	62,557	0.5%
Total Non-Personnel	3,867,175	3,763,878	(103,297)	-2.7%
Total Capital Outlay (non-CIP)	85,000	119,420	34,420	28.8%
Total Expenditures	17,116,967	17,110,647	(6,320)	0.0%

DASH Operating Grant Summary as of November 30, 2018

Grantor	Grant	End Date	Amount Awarded	State Portion	Local (DASH) Portion	Funds Expended	Remaining
DRPT	Transit Displays / Real-Time Bus Information	12/31/2018	200,000	190,000	10,000	135,827	64,173
DRPT	Transit Fleet Management System (Smart Yard)	12/31/2018	375,000	300,000	75,000	328,409	46,591
DRPT	Transit Signal Prioritization	6/30/2019	120,000	96,000	24,000	-	120,000
DRPT	Pedestrian Collision Avoidance Program	5/31/2019	190,000	182,400	7,600	17,807	172,193
DRPT	FY18 Intern Grant	6/30/2019	66,660	53,328	13,332	51,929	14,731
DRPT	FY19 Intern Grant	6/30/2019	40,000	32,000	8,000	-	40,000



ATC Board Agenda Detail

Agenda Item #: 6
Item Title: New Business
Contacts: Josh Baker, General Manager
Attachments: 6)b
Customer Impact: 6a) Minimal ● 6b) Minimal ●
Board Action: 6a) Consideration of Approval, 6b) Discussion, Consideration of Action



6a) Board Resolution for DRPT Grant Applications

Board Resolution required to support DRPT Grant Application will be presented by Martin Barna, Director of Planning.

Board Action: Motion and Approval of Resolution
Next Steps: None

6b) Board Review of Legal Counsel Candidates & Discussion

Discussion of recommendations by Legal Counsel committee as led by Kerry Donley, the proposed legal services agreement by Lonnie C. Rich is attached.

Board Action: Discussion, Consideration of Action
Next Steps: None



ATC Board Agenda Detail

Agenda Item #: 8
Item Title: Next Meeting and Adjournment
Contact: All
Attachments: None
Customer Impact: None
Board Action: Motion and Approval of Adjournment



NEXT ATC BOARD MEETING

Wednesday, February 13th, 2019 at 5:00 p.m.
Meeting Location will be confirmed closer to the date.

PLEASE MARK YOUR CALENDARS

ATV Update and Joint Work session with Transportation Commission
Wednesday, February 13th, 2019 at 7:00 p.m.

Consider Adjournment

-- Board Attendance Log on Next Page --



**Alexandria Transit Company Board of Directors
ATTENDANCE LOG**

2018 - 2019 REGULAR (*and special*) BOARD MEETINGS

("P" present - "A" absent - "E" excused)

Meeting Date	David Kaplan	Kerry Donley	Ian Greaves	Matt Harris	Jim Kapsis	Stephen Klejst	Yon Lambert	Richard Lawrence	Meredith MacNab
09/12/2018	P	P	P	P	P	E	P	P	P
10/10/2018	P	E	P	P	P	P	P	P	P
11/14/2018	P	P	P	P	P	P	P	P	P
*11/27/2018	P	P	P	P	P	P	P	P	P
12/12/2018	P	P	E	P	P	E	P	E	P
01/09/2019									
02/13/2019									
03/13/2019									
04/10/2019									
05/08/2019									
06/12/2019									

*Special Meeting





Alexandria Transit Company Board of Directors Meeting



Meeting Agenda Detail #6b Attachments:

Proposed Legal Services Agreement for ATC Legal Counsel



LEGAL SERVICES AGREEMENT - HOURLY FEE

CLIENT: ALEXANDRIA TRANSIT COMPANY, a Virginia non-profit, public-service corporation, acting through its Board of Directors. The firm does not represent any officers, managers, or individual Board members, but will work with and through all of them as directed by the Board or as required in advising the Board; the firm also does not represent the City of Alexandria, which is the sole shareholder of the corporation.

NATURE OF CASE OR WORK TO BE PERFORMED: PROVIDE LEGAL ADVICE ON CORPORATE GOVERNANCE, LITIGATION, AND LEGAL MATTERS AS NEEDED AND REQUESTED BY THE BOARD FROM TIME TO TIME.

I. ENGAGEMENT OF LEGAL SERVICES

The undersigned client ("Client") hereby engages the law firm of RICH ROSENTHAL BRINCEFIELD MANITTA DZUBIN & KROEGER, LLP (hereinafter referred to as the "Firm") to provide legal services to the Client in the above-identified and the Firm agrees to provide such legal services to the Client subject to the terms and conditions described below.

II. FEE BASED ON HOURLY RATE(S)

PLEASE NOTE: UNLESS EXPRESSLY STATED OTHERWISE BELOW, THE AMOUNT PAID AS AN INITIAL DEPOSIT FOR FEES AND EXPENSES IS NEITHER A FIXED FEE NOR A BINDING "ESTIMATE" OF THE MINIMUM OR MAXIMUM AMOUNT OF THE FIRM'S CHARGES TO CLIENT. CLIENT'S ULTIMATE RESPONSIBILITY FOR FEES COULD BE MORE OR LESS THAN THE AMOUNT OF THE INITIAL DEPOSIT, DEPENDING UPON THE AMOUNT OF WORK ACTUALLY PERFORMED BY THE FIRM, AND THE AMOUNT OF EXPENSES INCURRED IN CONNECTION WITH THOSE SERVICES.

The Client agrees to pay the Firm, at the Firm's established hourly rates, for all time spent by the Firm in representing Client. A statement and invoice of services rendered and fees due, along with any expenses incurred shall be rendered to Client periodically -- usually monthly -- by the Firm or at Client's request. All balances owed the Firm as indicated on such statements shall be due and payable upon receipt. The Firm may apply, and Client agrees to pay, a late charge in the amount of one and one-half percent (1.5%) per month on all balances not paid in full within thirty days after the date of billing.

It is Client's responsibility to review bills promptly and to contact the Firm, within thirty (30) days after receiving a bill, to raise any question or objection Client may have concerning the bill. Client agrees that it will be conclusively presumed that bills and statements are correct and final and that Client has agreed to pay the same if Client fails to communicate, in writing, any question or objection concerning any bill within sixty (60) days after delivery of the bill to Client.

Additional advances to secure payment of anticipated fees and/or costs may be required by the Firm at any time. The Firm reserves the right to cease work and to withdraw from representation in the event that the Client fails or refuses to make any payment or requested advance in a timely manner.

All professional services will be charged and billed on an hourly basis and fractions thereof in six minute increments (tenths of an hour). The Client's account will be charged for any and all time expended by the Firm, other than for typing/word processing by secretarial staff, in the performance of professional services. "Professional services" include all work performed and time expended by the Firm which is reasonably related to the job for which the Firm is retained. You will be billed for all "professional services" including, but not limited to, the following:



telephone calls, factual and forensic investigations, legal and other research, analyses of factual and legal issues, drafting and reviewing documents, drafting and reviewing letters and other communications, court appearances (including waiting time), interviews (including the first meeting or consultation), conferences, conversations, and travel time.

Anything herein to the contrary notwithstanding, the hourly rates applicable to this matter are as follows:

Partner: \$325 to \$475 per hour (LCR's initial rate to be \$375/hour, not his current regular rate of \$425/hour);
Associate: \$175 to \$325 per hour;
Legal Assistant: \$55 to \$145 per hour.

The Firm may modify or increase these rates, or the manner in which fees are to be calculated, upon no less than thirty days' written notice to Client. The Firm will attempt to minimize Client's costs for legal services by using the least expensive qualified person available for each task required. The hourly rates stated in this paragraph may not be increased more than once a year after the date of this Agreement.

III. DEPOSIT FOR FEES AND COSTS

Client agrees to pay an initial deposit in the amount of NA Dollars (\$) and to maintain a continuing deposit with the Firm in the same amount. Except to the extent already earned by the Firm, this deposit is an advance for anticipated fees, costs and expenses; it is refundable unless or until earned by the Firm. The Firm may from time to time require, and the Client agrees to promptly pay upon request, additional reasonable advances to cover anticipated fees, costs and expenses.

The advance, and all future advances paid on behalf of Client, shall be placed in the Firm's trust account, to be applied toward fees (as earned on the hourly basis set forth above) and expenses (as defined below) for which the Client is obligated. Funds may be withdrawn from trust from time to time at the Firm's discretion in payment for any and all sums then due the Firm on Client's account. **At the conclusion of the matter which is the subject of this agreement, any balance remaining in trust, after deduction of all sums due and payable on Client's account, will be repaid and refunded to Client.** Additional terms of payment are as follows:

If Firm enters an appearance in any arbitration, mediation, or General District Court matter, then the Continuing deposit is increased to NA DOLLARS (\$). If Firm enters an appearance in any Circuit Court matter, then the Continuing deposit is increased to NA DOLLARS (\$).

IV. COSTS AND EXPENSES

The fees for professional services referred to in this agreement do not include court costs or other costs, for which the Client is financially responsible. In as much as attorneys may not ethically bear the cost of litigation for a Client, the Client agrees to remit, upon request, the actual or anticipated costs incident to representation.

"Costs" shall include, by way of illustration, expenditures for: court reporter's appearance, depositions, transcriptions, filing fees, writ and other taxes, recording fees, Commissioner's fees, research and investigation fees (including charges for electronic or automated research facilities), release fees, reproduction costs (copies), witness fees, expert witness and consultant fees, service of process fees, long distance telephone calls, postage, delivery, handling, travel and parking expenditures, those individual books and publications necessary to the



Client's special concerns, secretarial overtime (only when evening, weekend or holiday work is necessary to accomplish a task for Client in a timely fashion), and all other disbursements reasonably necessary or appropriate to the proper performance of the Firm's services to Client. No unreasonable or unnecessary costs will be charged to Client.

Copies made in our office will be billed at 15¢ per page; those made off-site will be billed at our cost which may include costs for delivery, pickup and/or handling. A charge of 50¢ per page may apply to all fax transmissions. Other out-of-pocket expenses will be billed to Client at our cost. We do not ordinarily charge separately for postage, and local faxes.

So long as the Firm is actively involved in handling any matter for Client, the Firm shall provide to Client, at Client's expense, a copy of all significant pleadings, correspondence and other documents pertaining to such matter. Client shall always be entitled to obtain, at Client's expense, additional copies of any and all of Client's documents (which excludes the Firm's private notes, internal memoranda and similar documents) in the Firm's files, provided, however, that the Firm may require Client to pay in advance for copying documents pursuant to any such specific copying request from Client.

V. DEFAULT IN PAYMENT

The Firm may terminate services at any time for nonpayment of fees, advances, and/or expenses. If Client's account is referred to an attorney for collection, or if legal action is commenced by the Firm to collect any such fees and/or expenses, Client agrees to pay a reasonable attorney's fee as well as all costs thus incurred. The Firm reserves the right, at any time after termination of its representation, to refer a delinquent client's account to a third-party attorney or collection agency, and/or to report Client's delinquent account to one or more credit reporting bureaus.

If any dispute arises concerning the amount or payment of fees and/or costs, Attorney and Client agree to the following dispute resolution procedures:

A. First, Attorney and Client will promptly confer and try, in good faith, to resolve any such dispute as quickly and as amicably as possible.

B. If Attorney and Client cannot promptly resolve any such dispute between themselves, Attorney and Client agree (1) that either Attorney or Client may elect to discontinue the representation of Client by Attorney and (2) that either party may require the submission of the dispute to binding arbitration by the local Fee Arbitration Panel of the Virginia State Bar in Alexandria, Virginia. By signing this Agreement, both Attorney and Client agree that they shall be bound by any decision of the Panel and that, upon request of Attorney or Client, judgment shall be entered in accordance with any decision of the Panel in any court of competent jurisdiction. If Attorney requests Client to arbitrate a fee dispute and Client does not accept said invitation within thirty (30) days after it is made, Client's failure to accept shall constitute a waiver of any right to arbitration by Client.

C. If Client fails or refuses to confer or to arbitrate, or if Client fails to abide by a decision of the Fee Arbitration Panel, then Attorney shall be entitled to take Court action against Client to collect unpaid fees and/or costs, including interest on any delinquent account. If Attorney substantially prevails in any arbitration or other collection proceeding, Client agrees to pay for all loss, costs, damages, fees and expenses of whatever kind or nature Attorney may reasonably incur in connection with any such collection action, including any appeal(s) or retrial(s) thereof. Such loss, costs, damages, fees and expenses shall include, but are not limited to, expert witness fees and any collection attorney's fees. The collection attorney's fees shall be in an amount equal to the greater of (1) one third (1/3) of the judgment amount or (2) the amount which would be due if the collection attorney's fees were calculated at the hourly rates then customarily charged by the collection attorney. Separate suits may be brought hereunder as causes of action accrue and the bringing of suit(s) upon one or more causes of action shall not prejudice or bar the bringing of subsequent suits on any other cause or causes of action, whether theretofore or thereafter accruing.



D. Attorney and Client hereby irrevocably consent personally to the jurisdiction of the Courts of the City of Alexandria, Virginia and hereby irrevocably agree that jurisdiction and venue in said Courts shall be proper and unobjectionable for all purposes hereunder. Attorney and Client hereby agree that service of any process hereunder may be validly effectuated by first class mail properly stamped and addressed to Attorney or Client at the addresses specified herein.

E. To secure payment of Attorney's fees and expenses, Client hereby gives Attorney a payment lien on any funds realized by settlement or judgment in connection with Client's Affairs as well as a possessory lien on all property of Client now or hereafter in the possession of Attorney, including Client's files and documents. Client hereby waives any Homestead or similar exemption under Title 34 of the Virginia Code with respect to any obligation arising under this Agreement.

VI. EMPLOYMENT OF ADDITIONAL OR LOCAL COUNSEL

The fees stated above do not include the cost of retaining additional or local counsel if the Firm determines such becomes necessary or appropriate in order to handle litigation in a different jurisdiction, or for any other reason. If additional counsel is retained, the Firm and Client will agree at that time on an appropriate type (i.e., fixed, contingent, or hourly) and amount of compensation for such additional counsel, but it is understood that such compensation will ordinarily be the responsibility of the Client over and above the fees and expenses payable to this Firm.

VII. CONTROL OVER THE CONDUCT OF ANY ADVERSARIAL MATTER

If the representation of Client involves any adversarial matter, Client understands and agrees that the Firm will have general control and authority over the handling of the matter both in negotiating a reasonable settlement in advance of or during trial and with respect to the filing and conduct of any litigation. Client is assured the right to be personally advised of all significant developments in the course of the Firm's representation, and no binding settlement may be made without Client's express consent.

The Firm reserves the right to terminate its services to Client and to withdraw from any representation if: (a) Client, despite advice to the contrary, engages or persists in a course of conduct in connection with this matter which the Firm reasonably believes to be oppressive, unethical, unlawful, unconscionable, or economically wasteful; or (b) the Firm reaches the conclusion that Client's claim, defense, or position is unwarranted by any reasonably tenable view of the applicable facts and/or the law; or (c) Client fails or refuses to fulfill, in a timely manner, any financial obligation owed to the Firm; or (d) a dispute arises between the Firm and Client concerning payment of fees and/or expenses; or (e) Client fails or refuses to cooperate fully with the Firm in connection with this matter. The Firm may effect any such termination and/or withdrawal by giving notice thereof to Client by fax, email, hand-delivery, or certified U.S. mail, return receipt requested, to the Client's last known address.

The Firm and Client recognize that the successful handling of Client's matter(s) by the Firm will require cooperation and mutual confidence on the part of both Client and the Firm. Therefore, Client may discharge the Firm at any time Client decides that the Firm's services are no longer desired, at which time Client shall pay to the Firm for the value of all work performed and costs expended to that time by the Firm.



VIII. ALTERNATIVE DISPUTE RESOLUTION

The Firm encourages Clients to explore the possibility of Alternative Dispute Resolution (“ADR”). This term refers to several different methods for handling disputes without traditional litigation, and it may or may not be suitable for your legal matter. ADR may include, but is not necessarily limited to, various forms of negotiation, mediation, and arbitration. It can occur at almost any stage of your case; the desired result of successful ADR is a final and binding settlement unless there is a valid pre-existing agreement to submit to ADR instead of litigation or court-initiated referral to ADR, ADR usually requires the willing participation of both parties. If successful, ADR can often provide a more economical, less adversarial, less formal, and more rapid resolution of your dispute. We will give you timely information regarding the availability, features, advantages, and/or disadvantages of ADR as a way of addressing your legal concerns. We will communicate with you whenever an offer of settlement or participation in ADR has been received, and we will discuss ways in which ADR might be appropriate for your case.

IX. OUR PROMISE

The Firm promises to render our best professional skill, judgment, and effort in Client's behalf. We do not make any other promises or warranties about the outcome of your case. Client acknowledges that no guarantee of success has been made by Attorney and no representation has been made as to what amount, if any, Client will recover in connection with Client's Matter(s).

X. APPEALS OR OTHER POST-JUDGMENT SERVICES

This Agreement also covers the basis of compensation for services rendered on any retrial, appeal, proceedings in aid of judgment, or other extraordinary post-judgment proceedings; although the Firm reserves the right to decline such further representation, or to enter into a new agreement upon such terms as the parties may at that time agree.

XI. CO-SIGNERS

All those who sign this Agreement on behalf of the Client (including friends or relatives who may do so as an accommodation in order to assure the Firm of prompt payment) shall be jointly and severally responsible for payment of all fees, costs, and charges incurred hereunder.

XII. CONFIDENTIALITY

Client’s attention is directed to the attached statement, which sets forth the Firm’s policies with respect to privacy and confidentiality of information.

XIII. ENTIRE AGREEMENT

This Fee Agreement contains the entire agreement and understanding between the Firm and Client with respect to the subject matter hereof and there has been no other representations, agreements, or understandings between the Firm and Client with respect to this subject matter.

This Agreement may be modified only by a written modification signed by both Attorney and Client.

WITNESS the following signature(s) and seal(s) this _____ day of _____, 2018.

Alexandria Transit Company,
A Virginia corporation

BY: _____ (SEAL)
Authorized agent



NOTE: YOUR CASE HAS NOT BEEN ACCEPTED, AND THIS AGREEMENT SHALL NOT BE BINDING ON THE FIRM, UNLESS AND UNTIL SIGNED BELOW BY ONE OF THE PARTNERS OF THE FIRM.

ACCEPTED this _____ day of _____, 2018:

RICH ROSENTHAL BRINCEFIELD MANITTA DZUBIN & KROEGER, LLP

By: _____
Partner

OUR PRIVACY POLICY

Lawyers, as providers of certain personal services, may now be required by recent federal legislation (the Gramm-Leach-Bliley Act) to inform their Clients of their policies regarding privacy of Client information. Our law Firm understands your concerns as a Client for privacy and the need to ensure privacy of all your information. Your privacy is important to us, and maintaining your trust and confidence is a priority. Lawyers have been and continue to be bound by confidentiality standards that are more stringent than the privacy standards required by the Act. Therefore, we have always protected your right to privacy and will continue to do so in the future. The purpose of this notice is to explain our Privacy Policy with regard to your personal information that we obtain and how we keep that information secure.

NONPUBLIC PERSONAL INFORMATION THAT WE COLLECT

In the course of an engagement we collect non-public information about you that is provided to us by you or obtained from others with your authorization or consent. **WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE EXCEPT AS PERMITTED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.**

We do not disclose any non-public personal information about current or former Clients obtained in the course of representation, except as expressly or impliedly authorized by those Clients to enable us to effectuate the purpose of our representation or as required or permitted by law or applicable rules of professional conduct.

CONFIDENTIALITY AND SECURITY

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or legal requirements. In order to protect your information, we maintain physical, electronic and procedural safeguards that comply with our professional obligation to preserve the confidentiality of Client information. Please do not hesitate to contact us if you have any questions about the privacy of your personal information.

