



San Miguel Authority for Regional Transportation  
Board of Directors Meeting Agenda  
Thursday March 10th, 2022  
3 p.m.

This meeting will be held virtually:

**Please join the meeting from your computer, tablet or smartphone.**

<https://us02web.zoom.us/j/87802966972?pwd=ZWl4WGQrT3VvUTdtMUIPTkFFSjlCdz09>

Meeting ID: 878 0296 6972

Passcode: 012224

One tap mobile

+16699009128,,87802966972#,,,,\*012224# US (San Jose)

+12532158782,,87802966972#,,,,\*012224# US (Tacoma)

Item No.	Presenter	Item Type	Topic	Packet Page #	Time
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2022-5, Part 1a, regarding the Review and Approval of the March 10th, 2022 Agenda and Consent Items and Part 1b, regarding the Review and Approval of February 10th, 2022 Meeting Minutes	5	5
3.	Averill	Action	Resolution 2022-6 regarding an amended MOA with the Town of Mountain Village for SMART vanpool vehicle maintenance	6	10
4.	Averill	Action	Resolution 2022-7 pledging a Letter of Commitment for local grant matching funds towards the construction of the Meadows Trail Underpass project	14	10
5.	Distefano	Report	February 2022 Operations Update	18	15
6.	Averill	Report	Executive Directors Report	26	15
7.	All	Report	Round Table Updates and Reports	-	-

## GLOSSARY

<b>5304</b>	FTA program funding for multimodal transportation planning (jointly administered with FHWA) in metropolitan areas and States
<b>5311</b>	FTA program funding for rural and small Urban Areas (Non-Urbanized Areas)
<b>5339</b>	FTA program funding for buses and bus facilities
<b>AAC</b>	SMART Administrative Advisory Committee
<b>ADA</b>	Americans with Disabilities Act of 1990
<b>AIS</b>	Agenda Item Summary
<b>CAAA</b>	Clean Air Act Amendments of 1990 (federal)
<b>CAC</b>	SMART Community Advisory Committee
<b>CDOT</b>	Colorado Department of Transportation
<b>CMAQ</b>	Congestion Mitigation and Air Quality (a FHWA funding program)
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DOT</b>	(United States) Department of Transportation
<b>DTR</b>	CDOT Division of Transit & Rail
<b>FAST ACT</b>	Fixing America's Surface Transportation Act (federal legislation, December 2015)
<b>FASTER</b>	Funding Advancements for Surface Transportation and Economic Recovery (Colorado's S.B. 09-108)
<b>FHWA</b>	Federal Highway Administration
<b>FTA</b>	Federal Transit Administration
<b>FY</b>	Fiscal Year (October – September for federal funds; July to June for state funds; January to December for local funds)
<b>FFY</b>	Federal Fiscal Year
<b>HOV</b>	High Occupancy Vehicle
<b>HUTF</b>	Highway Users Tax Fund (the State's primary funding source for highways)
<b>IGA</b>	Inter-Governmental Agreement
<b>ITS</b>	Intelligent Transportation Systems
<b>LRP or LRTP</b>	Long Range Plan or Long Range Transportation Plan
<b>MOA</b>	Memorandum of Agreement
<b>MOU</b>	Memorandum of Understanding
<b>NAA</b>	Non-Attainment Area (for certain air pollutants)
<b>NAAQS</b>	National Ambient Air Quality Standards
<b>NEPA</b>	National Environmental Policy Act
<b>PPP (also P3)</b>	Public Private Partnership
<b>R3 or R5</b>	Region 3 or Region 5 of the Colorado Department of Transportation
<b>RPP</b>	Regional Priority Program (a funding program of the Colorado Transportation Commission)
<b>RSH</b>	Revenue Service Hour
<b>RSM</b>	Revenue Service Mile
<b>RTP</b>	Regional Transportation Plan
<b>SOV</b>	Single Occupant Vehicle
<b>STAC</b>	State Transportation Advisory Committee
<b>STIP</b>	Statewide Transportation Improvement Program
<b>TA (previously TAP)</b>	Transportation Alternatives program (a FHWA funding program)
<b>TC</b>	Transportation Commission of Colorado
<b>TIP</b>	Transportation Improvement Program
<b>Title VI</b>	U.S. Civil Rights Act of 1964, prohibiting discrimination in connection with programs and activities receiving federal financial assistance
<b>TPR</b>	Transportation Planning Region (state-designated)
<b>TRAC</b>	Transit & Rail Advisory Committee (for CDOT)
<b>VMT</b>	Vehicle Miles Traveled



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**San Miguel Authority for Regional Transportation  
Board of Directors Meeting February 10th 2022 Regular Meeting  
Virtual meeting minutes**

Member Directors Present: Town of Telluride –Meehan Fee. San Miguel County – Kris Holstrom, Lance Waring. Town of Mountain Village – Marti Prohaska, Patrick Berry, Harvey Mogensen (Alternate). Town of Rico – Joe Dillsworth

Staff Present: David Averill and Kari Distefano (SMART). Kelly Kronenberg (Telluride Express)

The meeting was called to order at 3:00 p.m.

**Item 1: Public Comment**

No public comment was offered.

**Item 2: Resolution 2022-3 Part 1a, regarding the Review and Approval of the February 10th, 2022 Agenda and Consent Items and Part 1b, regarding the Review and Approval of January 13th, 2022 Meeting Minutes**

Patrick Berry moved to adopt Resolution 2022-3, parts 1a and 1b.  
Lance Waring seconded the motion.

A unanimous vote approved the motion.

**Item 3: Resolution 2022-4: Designating Patrick Berry as the SMART Board Secretary/Treasurer**

Marti Prohaska moved to adopt Resolution 2022-4  
Lance Waring seconded the motion.

A unanimous vote approved the motion.

**Item 4: 4<sup>th</sup> Quarter 2021 Financial Review**

Averill presented the 4th Quarter 2021 Financial report. No significant questions or concerns were raised.

**Item 5: 4<sup>th</sup> Quarter 2021 Performance Review**

Averill presented the 4th Quarter 2021 performance measures report. Items of note that were discussed included service delivery measures, ridership, and variances in cost per passenger rider from the previous quarter.

**Item 6: January 2022 Operations Report**

Distefano presented the January Operations report. Updates were included for potential Off-Season and Lawson Hill schedule changes, anticipated next efforts for development of a passenger app, and ridership.

**Item 7: Executive Directors Report**

Averill gave updates on grants, Lawson facility repairs, the Meadows Underpass design project, and progress on the FY21 Fiscal Audit.

**The meeting was adjourned at 4:03 p.m.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS MARCH 10TH, 2022 REGULAR MEETING**

**RESOLUTION NO. 2022-5**

**RECITALS:**

**WHEREAS**, the San Miguel Authority for Regional Transportation (“SMART”) was approved by the registered electors of the Town of Telluride, Town of Mountain Village, and that portion of the SMART combination that are within that part of the SMART boundaries located within unincorporated San Miguel County, pursuant to the Colorado Regional Transportation Authority Law, C.R.S. Title 43, Article 4, Part 6, at the general election held on November 8, 2016; and

**WHEREAS**, SMART is governed by the Colorado Regional Transportation Authority Law and SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village and San Miguel County pending approval by the registered electors at the November 8, 2016 general election; and

**WHEREAS**, the Board held a regular meeting on March 10th, 2022; and

**WHEREAS**, Section 3.09 of the SMART IGA requires all actions of the Board to be taken by written resolution; and

**WHEREAS**, the Board desires to take action on certain items set forth below in accordance with the SMART IGA.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AS FOLLOWS:**

1. At its March 10th, 2022 regular meeting the Board took action on the following:
  - a. Approval of the March 10th, 2022, meeting agenda (Exhibit A)
  - b. Approval of the Board meeting minutes for the February 10th, 2022 regular meeting (Exhibit B)

**ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS MARCH 10TH, 2022.**

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Kris Holstrom, Board Chair

ATTEST:

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David Averill, Executive Director

# AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
March 10 <sup>th</sup> 2022	3	David Averill
<b>Objective/Requested Action</b>		
The objective of this agenda item is to amend an existing Intergovernmental Memorandum of Agreement with the Town of Mountain Village that expands the number of vanpool vehicles that the Town agrees to maintain on behalf of SMART.		Report Work Session Discussion <b>x Action</b>
<b>Key Points</b>		
SMART has had an agreement with the Town of Mountain Village to maintain certain vehicles since 2018. The proposed amendment to this initial agreement allows for additional SMART vanpool vehicles to be maintained by the Town. It should be noted that this agreement is for routine periodic maintenance and does not extend to major repairs (engine/transmission failure, accident/collision repair, etc.) that would require more specialized services.		
<b>Committee Discussion</b>		
N/A		
<b>Supporting Information</b>		
N/A		
<b>Fiscal Impact</b>		
Barring any major breakdowns or repairs, the fiscal impact of entering into this routine maintenance contract should be well within the project budget. Staff is using a conservative estimate of \$200 a month for budgeting purposes.		
<b>Advantages</b>		
Expanding the maintenance agreement to allow for additional vehicles lessens SMARTS exposure to vehicle breakdowns and potential service disruptions due to maintenance not being performed in a timely or adequate manner. The Town of Mountain Village, being the previous owner of the majority of the SMART vanpool vehicles, is familiar with their operation and maintenance. It is anticipated that this, coupled with extremely reasonable labor rates, will save time and money in performing maintenance activities on behalf of SMART.		
<b>Disadvantages</b>		
None noted.		
<b>Analysis/Recommendation(s)</b>		
Staff research shows that the proposed hourly rate for vehicle maintenance is reasonable and within a normal range for similar maintenance activities. Staff therefore recommends that SMART enter into the amended agreement with the Town of Mountain Village for maintenance its vanpool vehicles.		
<b>Attachments</b>		
Amended Intergovernmental Memorandum of Agreement and accompanying resolution.		

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION APPROVING AN AMENDMENT TO INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT  
WITH THE TOWN OF MOUNTAIN VILLAGE FOR VANPOOL VEHICLE MAINTENANCE**

**RESOLUTION NO. 2022-6**

**WHEREAS**, the San Miguel Authority for Regional Transportation ("SMART") was formed by the Town of Telluride, the Town of Mountain Village and San Miguel County approving an Intergovernmental Agreement dated November 9, 2016, which provided for the creation of SMART as a regional transportation authority pursuant to Colorado Regional Transportation Authority Law, Title 43, Article 4, Part 6, C.R.S., as amended, and which IGA was entered into following the approval of the establishment and funding of SMART by the registered electors of the Town of Telluride, Town of Mountain Village and San Miguel County, respectively, at the general election conducted on November 8, 2016 (the "SMART IGA");

**WHEREAS**, SMART entered into an Intergovernmental Memorandum of Agreement with the Town of Mountain Village for vanpool vehicle maintenance activities at its March 8<sup>th</sup>, 2018 meeting;

**WHEREAS**, in order to provide safe and consistent transit services, SMART requires that the vehicles be periodically maintained in accordance with manufacturer's recommendations;

**WHEREAS**, SMART does not employ vehicle maintenance staff and necessarily must contract such services out to a vehicle service contractor;

**WHEREAS**, SMART wishes to amend the initial Intergovernmental Memorandum of Agreement with the Town to allow for additional vehicles to be maintained under the Agreement;

**WHEREAS**, pursuant to title 29, article 1, part 2, C.R.S., as amended, and article XIV, section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

**WHEREAS** Section 6.02(b) of the SMART IGA states "The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of the contracts;" and

**WHEREAS**, SMART wishes to enter the Intergovernmental Memorandum of Agreement with the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION:**

1. The foregoing recitals are incorporated herein by this reference.
2. The attached amended Intergovernmental Memorandum of Agreement between SMART and the Town of Mountain Village is hereby approved.
3. The Chair of the Board and the SMART Executive Director are each authorized and directed to execute the Intergovernmental Agreement on behalf of SMART as appropriate.



**INTRODUCED, READ AND PASSED** by the Board of Directors of the San Miguel Authority for Regional Transportation at its regular meeting held March 8th, 2018.

**SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION**

By and through its BOARD OF DIRECTORS:

By: \_\_\_\_\_  
Kris Holstrom, Chair

ATTEST:

I, the Executive Director of the San Miguel Authority for Regional Transportation (the "Authority"), do hereby certify that (a) the foregoing Resolution was adopted by the Board at a meeting held \_\_\_\_\_, 2018; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours' written notice of such meeting to each Director and Alternate Director of the Authority and to the Governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted in accordance with the San Miguel Authority for Regional Transportation Intergovernmental Agreement, dated as of November 9, 2016, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
David Averill, Executive Director

**AMENDED AND RESTATED INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT  
BETWEEN THE TOWN OF MOUNTAIN VILLAGE AND THE SAN MIGUEL AUTHORITY  
FOR REGIONAL TRANSPORTATION, ACTING BY AND THROUGH ITS BOARD OF  
DIRECTORS**

This Intergovernmental Memorandum of Agreement (“IMOA”) is made and entered into this 9th day of February, 2022, by and between the **TOWN OF MOUNTAIN VILLAGE**, a Colorado home rule municipality (“TMV”), and **SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION**, (“SMART”) a body corporate and politic, acting by and through its **BOARD OF DIRECTORS** (“BOD”) who state and agree as follows regarding TMV providing certain specified services to SMART in consideration for the financial compensation set forth herein.

**Recitals:**

**WHEREAS**, SMART wishes to engage the services of the TMV as an independent contractor; and the TMV hereby agrees to provide such specified services, as an independent contractor, in return for the compensation stated herein;

**WHEREAS**, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, including the services to be provided pursuant to the IMOA, are specifically authorized by Section 29-1-203 C.R.S. (1986) and other sections of the C.R.S.;

**WHEREAS**, establishment of this intergovernmental IMOA will serve a public purpose and will promote the safety and general welfare of the inhabitants of both jurisdictions by providing for TMV to provide certain specified services to SMART in consideration for compensation to be paid by SMART as specified herein.

**NOW, THEREFORE**, be it agreed by the parties, as follows:

1. TMV agrees to perform the following services for SMART:
  - A. Provide routine vehicle maintenance for all SMART operated vanpool vehicles.
  - B. TMV shall perform such vehicle maintenance services in substantial compliance with the Scheduled Maintenance provisions as indicated by the owner’s manual of each individual vehicle manufacturer. TMV will use fluids, filters and parts that meet industry performance specifications. At a minimum such regularly scheduled vehicle service shall include: Oil and filter changes on a 6000 mile cycle; check all other fluid levels for the vehicles’ transmission, brakes, and radiator coolant on a 6000 mile cycle; safety and wear checks on brakes, suspensions, wheels and tires on a 6000 mile cycle; seasonal change out (Fall to Winter, Winter to Spring) of any winter tires, with tire rotations and tire alignment checks on a 6000 mile cycle; promptly report to SMART on any additional maintenance or repair needs that may require additional attention and are identifiable through routine checkups. In no event will TMV be held responsible for maintenance or repair needs that are not observed during the routine checkups described herein.
2. SMART agrees to pay TMV for the specific services provided pursuant to this IMOA as follows: The TMV labor rate for vehicle maintenance services is \$60.00 per hour, plus the cost of parts and supplies required for the maintenance services provided. TMV time and materials

charges for maintaining van pool vehicles shall not exceed \$1,000.00 per vehicle in any calendar year unless TMV receives written authorization from the SMART.

A, SMART shall schedule van service appointments with TMV fleet maintenance at least 2 business days in advance and shall deliver such vehicles to the TMV fleet maintenance shop no later than 9:30 a.m. on day scheduled for such service, for return pickup not later than 4:15 p.m. on the same day as the service.

B. TMV will provide SMART with written invoices identifying the specific vehicle serviced, the date services were performed, and itemization of the specific charges for the services provided, including the cost for labor, parts, and supplies provided within thirty days of the completion of each calendar year quarter. Invoices shall be sent to the SMART – Attn. David Averill, P.O. Box 3140, Telluride, CO 81435, [david.averill@smarttelluride.com](mailto:david.averill@smarttelluride.com). TMV Invoices must be submitted to and approved by the appropriate SMART official and delivered to the SMART Office on a quarterly basis. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by SMART of any of its rights as may be provided by law. SMART will provide TMV with a current certificate of insurance specifying the vehicle insurance coverages in place for the vans within thirty days of the execution of this IMO and any renewal terms. Invoices must be approved by the SMART Executive Director.

3. **INDEPENDENT CONTRACTOR.** Unless otherwise specified in writing, TMV shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. TMV has the authority to control and direct the details of the work; SMART is interested only in the results. TMV shall pay all required employment taxes, including all federal and state income taxes on all monies paid pursuant to this IMO. TMV shall have no authorization, either express or implied, to make any commitments on behalf of SMART. The services as defined herein are subject to the SMART's right of inspection and approval. TMV agrees to comply with all federal, state and municipal laws, rules, regulations and safety procedures that are or may be applicable to the work performed.
4. **WORK PERFORMED AT CONTRACTOR'S RISK.** TMV shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at TMV's risk. TMV shall be responsible for any damage or loss to SMART or County property, and for any loss or damage to materials, tools or other articles used or held for use in connection with the work performed, while the vehicles are in TMV's care and control.
5. **INSURANCE TO BE SECURED BY TMV.** TMV agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this IMO. TMV shall procure and maintain until all of their obligations under this IMO have been discharged, including any warranty periods, insurance against claims for injury to persons or damages to property which may arise from, or in connection with the performance of work hereunder by TMV, its agents, representatives, employees, or subcontractors. SMART shall be endorsed as an additional insured on any policy of Public Entity General Liability insurance that TMV has obtained, as evidenced by a current certificate of liability insurance which TMV shall provide to SMART upon execution of this Agreement. The insurance requirements herein are minimum requirements for this IMO and in no way limit TMV's indemnity obligations to SMART as set forth herein. SMART in no way warrants that the minimum limits of insurance specified herein

are sufficient to protect TMV from liabilities that may arise out of the performance of the work under this Agreement by TMV. The minimum Scope and Limits of insurance coverages that TMV is to maintain in effect and to which SMART shall be endorsed as an additional insured, shall be: General Aggregate - \$1,000,000; Products/Completed Operation Aggregate - \$1,000,000; Each Occurrence Limit - \$1,000,000; Personal Advertising Injury - \$1,000,000; Automobile Liability (if applicable) Bodily Injury/Property Damage (Each Accident) - \$1,000,000; Workers' Compensation and Employers' Liability – Coverage A (Workers' Compensation) – statutory; Coverage B (Employers' Liability) - \$100,000/\$500,000, or such higher coverage limits as the Contractor's insurance coverage provides. SMART does not intend to waive, by any provision of this Agreement, any rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S., as currently in effect, and as it may be subsequently amended.

- 6.
7. **PROFESSIONAL SERVICES AGREEMENT. THIS PROVISION ONLY APPLIES TO AGREEMENTS FOR PROFESSIONAL SERVICES.** The parties agree that if TMV personnel providing services to SMART pursuant to the IMOA are Colorado licensed professional persons that the relationship created by this IMOA is that of employer-independent contractor. TMV is not an employee of SMART and is not entitled to any benefits provided by the SMART to its employees. Any TMV licensed professional personnel providing services to SMART pursuant to this IMOA may practice their authorized professions for others during periods of time when he is not performing work under this Agreement for SMART. SMART may, during the term of this IMOA, engage other independent contractors to perform the same or similar work that TMV performs. For any Colorado licensed professionals providing services to SMART pursuant to this IMOA, TMV shall maintain Professional Liability (Errors and Omissions Liability) insurance coverage as of the effective date of this IMOA and for an extended discovery period of two years beginning at the time work under this Agreement is completed, in the minimum amount of \$1,000,000 per loss, \$2,000,000 aggregate annual losses.
8. **TERM OF AGREEMENT.** The initial term of this Agreement is from February 9, 2022 to December 31, 2022, which initial term shall automatically renew for subsequent terms of one calendar year until and unless either TMV or SMART provides the other party to this IMOA with at least ninety days prior written notice of the termination of this Agreement, which written notice shall be delivered by personal service or by United States First Class Mail, return receipt requested, to the parties' addresses as set forth herein. Time is of the essence in TMV's performance of its obligations under this IMOA. SMART's expenditure of any funds under this IMOA beyond the current SMART fiscal year shall be expressly subject to and contingent upon SMART budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for SMART's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and SMART shall provide the contractor with prior written notice of such termination.
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**

- A. The TMV hereby certifies that, at the time of the certification, and prior to its execution of this IMOA, that it does not knowingly employ or contract with an illegal alien who will perform work under this IMOA and that the TMV will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public IMOA for services.
  - B. The TMV hereby agrees and certifies that during the term of this IMOA it shall not:
    - (I) Knowingly employ or contract with an illegal alien to perform work under this IMOA for services; or,
    - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public IMOA for services..
  - C. If the TMV obtains actual knowledge that a subcontractor performing work under this IMOA knowingly employs or contracts with an illegal alien, the contractor is required to:
    - (I) Notify the subcontractor and SMART within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
    - (II) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (E.I.) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - D. The TMV shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
  - E. If the TMV violates a provision of the public contract for services required pursuant to §8-17.5-102(2), C.R.S., SMART may terminate this Agreement for a breach of the Agreement.
  - F. If contractor is a natural person over eighteen years of age, a condition precedent to SMART's execution of this Agreement is that SMART has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This Agreement shall not become legally effective until and unless SMART has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.
11. **MISCELLANEOUS.** TMV shall not assign its rights, or delegate its obligations, under this IMOA without the SMART's prior written consent. Should a court of competent jurisdiction determine that any provision or term of this IMOA be legally void, or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this IMOA, which shall remain in full force and effect. This IMOA, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with

regard to the subject matter of this IMOA, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this IMOA mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this IMOA.

**San Miguel Authority for Regional Transportation  
Board of Directors**

Date signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**The Town of Mountain Village:**

Date signed February 9, 2022

By Paul Wisor  
Signature

Name: Paul Wisor

Title: Town Manager

**Additional Forms Required:**

- W-9
- Certificate of Insurance

# AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
March 10 <sup>th</sup> , 2022	4	
<b>Objective/Requested Action</b>		
The objective of this action item is to secure the Boards approval of a letter of commitment pledging construction grant matching funds to the Meadows Trail Underpass project.		Report Work Session Discussion X Action
<b>Key Points</b>		
<p>The Meadows Trail is the most direct bicycle/pedestrian connection between the Lawson Hill neighborhood and Mountain Village. The current trail alignment crosses State Highway 145 at grade. As bicycle and pedestrian activity increases in this area the current crossing has become more popular with all users including children, families, hikers, recreational cyclists and commuting cyclists. The current crossing configuration is sub-optimal and current conditions raise safety concerns related to the increasing number of users, increases in Average Annual Daily Traffic (AADT) on SH145 at this location, vehicle speeds, and problematic sight distances on the curves in the highway near the trail crossing. Mountain Village recently completed its Trails Master Plan, and a grade separated crossing at this location was identified as a high priority for implementation.</p> <p>CDOT released a call for projects in October of 2019 soliciting project proposals from the Multi-Modal Options Fund (MMOF). SMART subsequently applied for and was awarded the full requested grant amount of \$100,000 from the available MMOF funding. SMART was the lead sponsor for the initial design project of the underpass and tie-in's to existing trail. SMART, the Town of Mountain Village and San Miguel County executed an IGA in May of 2020 to split the local match for the project (\$100,000) three ways. The design phase of the project is now at the 30% design level and the plan set is currently be reviewed by CDOT.</p> <p>As the design phase progresses, SMART and its partners are anxious to being pursuing construction grant funding for implementation of the project. To this end the Town, as the anticipated lead agency in the construction phase, is requesting that SMART pledge matching funds for the project through a letter of commitment. At this point the most recent engineers estimate indicates that the total amount of construction funding needed for the project is \$3.58m. SMART is being asked to pledge ~1/3 of the local matching funds (up to \$250,000 from SMART) through a letter of commitment and in keeping with the initial partnership approach to this important safety improvement. A letter of commitment from SMART will be advantageous to the Town as it pursues grant funding opportunities. There will be a follow up item at a future SMART Board meeting for the execution of an IGA between SMART and its funding partners that identifies final costs, cost sharing, and roles and responsibilities between the participating entities.</p>		
<b>Committee Discussion</b>		
NA		
<b>Supporting Information</b>		
NA		
<b>Fiscal Impact</b>		
When a grant application is successfully funded, SMART can take the action to enter into an IGA with other participating entities and take action to amend its capital plan to obligate the funding. At this point staff sees no difficulty with SMART participating in the construction phase of the project with a local matching amount of \$250,000.		

<b>Advantages</b>
SMARTs pledge for matching funds to the project greatly increases the chance of a successful grant application and increases the likelihood the project will get built.
<b>Disadvantages</b>
None noted.
<b>Analysis/Recommendation(s)</b>
Staff recommends that the Board approve Resolution 2022-7 giving direction to the SMART Executive Director to prepare and execute a letter of commitment stating that SMART pledges up to \$250,000 in local grant matching funds for the construction of the Meadows Underpass project.
<b>Attachments</b>
Resolution 2022-7 and sample letter of commitment.





**SAN MIGUEL AUTHORITY for  
REGIONAL TRANSPORTATION**

**PO BOX 3140  
137 SOCIETY DRIVE UNIT B  
TELLURIDE, CO 81435  
SMARTTELLURIDE.COM**

To whom it may concern:

I am writing this letter to commit the support of the San Miguel Authority for Regional Transportation to the Meadows Trail Underpass construction project that is being proposed by the Town of Mountain Village, should it be funded through your grant process.

As a Regional Transportation Authority, SMART strives to help create a safe and reliable multi-modal transportation system and to consistently advocate and promote the use of multi-modal transportation. The Meadows Trail Underpass project contributes to our goals and mission by expanding multi-modal options in San Miguel County. Our Lawson Hill Park & Ride provides convenient access to regional bicycling and walking trails, including the bike path to Telluride and the Galloping Goose Trail towards Lizard Pass. With the construction of this project, residents and visitors will be more able to cycle or walk safely from Telluride to Mountain Village, and vice versa, by way of Lawson Hill. The construction of this underpass will allow for new, safer multi-modal and recreational opportunities for the region. Additionally, this underpass will help to connect businesses within Lawson Hill, Telluride, and Mountain Village in a more accessible and sustainable way. As illustrated by our financial participation in the design phase of what we see as critical regional infrastructure, SMART strongly supports the Town's application for the Meadows Trail Underpass project and looks forward to the economic, safety, and community benefits it will generate for our region.

To this end, SMART will be pleased to partner with the Town and others for this project by committing up to \$250,000 in local matching funds. Additionally, I highly recommend your support of this project and can assure you that our entire region will greatly benefit from the construction of the Meadows Trail Underpass.

Sincerely,

David Averill  
Executive Director  
San Miguel Authority for Regional Transportation

**RESOLUTION OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION PLEDGING A  
LETTER OF COMMITMENT OF GRANT MATCHING FUNDS FOR THE CONSTRUCTION OF THE  
MEADOWS TRAIL UNDERPASS**

**RESOLUTION NO. 2022 - 7**

**RECITALS:**

**WHEREAS**, it is the mission of the San Miguel Authority for Transportation to support and facilitate a multi-modal transportation system for the greater Telluride region; and

**WHEREAS**, SMART is the project sponsor for the Meadows Trail Underpass design project; and

**WHEREAS**, SMART partnered with San Miguel County and the Town of Mountain Village on local matching funds for the grant that funded the design phase of the Meadows Underpass project; and

**WHEREAS**, SMART and its local partners desire to pursue construction grant funding to build the Meadows Trail Underpass, based on the aforementioned design; and

**WHEREAS**, the Town of Mountain Village has requested a Letter of Commitment from SMART pledging up to \$250,000 in local matching funds for the construction of the project; and

**WHEREAS**, the SMART Board wishes to provide the Town with such a Letter of Commitment;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION:**

1. That SMART, through a Letter of Commitment, pledges up to \$250,000 in grant matching funds for the eventual construction of the Meadows Underpass project and hereby gives direction to the SMART Executive Director to execute such a letter(s) for use in the Towns grant application(s) for construction funding of the project.

**ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS 10<sup>TH</sup> DAY OF MARCH, 2022.**

\_\_\_\_\_  
Kris Holstrom, Board Chair

**ATTEST:**

\_\_\_\_\_  
David Averill, SMART Executive Director

Date: March 4th, 2022

## Operation Manager's Report, March 2022

- **Bus Schedule Adjustments and Potential Expansion**

We have distributed written surveys among the Norwood riders asking for feedback regarding the timing of an additional route to and from Norwood. The survey is also available on our website. So far 8 surveys have been returned. The survey remains open. Of the surveys that have been returned, all commute to Telluride for work. One also commutes to Telluride for school. Three also commute to Telluride for recreation. One commutes to the Mountain Village for recreation and two commute to Telluride for services that are unavailable in their community. Details of this survey are available upon request.

Two commute (28.6%) commute 3-4 day per week and five (71.4%) five days per week. One did not answer this question.

Regarding the addition of a midday route to and from Norwood:

- Four (57.1%) preferred a departure from Norwood at 11:00 AM and a return to Norwood at 10:00 PM.
- One (14.3%) preferred a departure from Norwood at 12:00 AM and a return to Norwood at 11:00 PM.
- One (14.3%) preferred a departure from Norwood at 12:00 PM and a return to Norwood at 12:00 AM.
- One (14.3%) favored a departure from Norwood at 2:00 PM and a return to Norwood at 11:00 PM.
- One did not answer

Ideally, we would get 30 – 40 responses prior to making a final decision on the timing of this route.

We are also polling Lawson Hill riders regarding additional service options. The existing Lawson Hill morning service begins at the Courthouse at 7:00 AM and ends at the Courthouse at 10:00 AM. The existing afternoon/evening service begins at 3:00 PM at the Courthouse and ends at 10:00 PM at the Courthouse. We are asking Lawson Riders if they would prefer additional trip(s) prior to 7:00 AM, between 10:00 AM and 3:00 PM or after 10:00 PM. We will be encouraging people to fill out the survey at the annual Lawson Hill Property Owner's meeting on March 16<sup>th</sup>.

- **Off Season Route**

I have attached a draft of the Off Season schedule with timing details and notes. Key commuter times are highlighted in yellow. We will be adding 5 minutes to the route at shift changes to accommodate the change of drivers at the Lawson Hill Park and Ride. These shift change times are highlighted in red.

- **Senior and Disabled Transit Roadmap**

We have finished the first round of interviews with key stakeholders including Sarah Curtis of All Points Transit, Carol Friedrich, San Miguel County Director of Social Services and Lynn Borup of Tri County Health Network. All three offered valuable information and insights. Of note is the apparent difficulty people have with coordinating available transit with the availability of health care providers. Although the need for transportation to and from local food banks does not fall

specifically within the parameters of the Federal Transit Administration 5310 funding, it is worth mentioning that transportation to and from food banks has also emerged as a need. The next part of this process will be scheduled meetings with a second tier of stakeholders that will include community leaders that have frequent contact with individuals that may have need of these services. Meetings are scheduled the week of March 6<sup>th</sup> with these community leaders.

- **Performance**

With the help of Telluride Express, we have begun tracking on-time performance carefully. The following is a table illustrating on-time performance of each route. Details of this performance report are available upon request.

Route	Month	Scheduled stops during the month of service	Percent on-time performance
Rico	January	84	100%
Norwood	January	480	95%
Down Valley	January	546	99%
Lawson	January	2480	99%
Rico	February	80	100%
Norwood	February	460	98%
Down Valley	February	520	99%
Lawson	February	2240	99%

- **Ridership**

I have attached ridership graphs comparing ridership from 2019 - 2022. Gaps in the graphs indicate that I did not have information for those months. In October and November, the Off Season Route takes over for Lawson Hill.

# Proposed Off Season Express Schedule

Town Park	Courthouse	Blue Mesa	Market Plaza	Courthouse	Town Park
6:15 AM	6:20 AM	6:40 AM	6:45 AM	7:05 AM	7:10 AM
7:10 AM	7:15 AM	7:35 AM	7:40 AM	8:00 AM	8:05 AM
8:05 AM	8:10 AM	8:30 AM	8:35 AM	8:55 AM	9:00 AM
9:00 AM	9:05 AM	9:25 AM	9:30 AM	9:50 AM	9:55 AM
9:55 AM	10:00 AM	10:20 AM	10:25 AM	10:45 AM	10:50 AM
10:50 AM	10:55 AM	11:15 AM	11:20 AM	11:40 AM	11:45 AM

Town Park	Courthouse	Blue Mesa	Market Plaza	Courthouse	Town Park
11:55 AM	12:00 PM	12:20 PM	12:25 PM	12:45 PM	12:50 PM
12:50 PM	12:55 PM	1:15 PM	1:20 PM	1:40 PM	1:45 PM
1:45 PM	1:50 PM	2:10 PM	2:15 PM	2:35 PM	2:40 PM
2:40 PM	2:45 PM	3:05 PM	3:10 PM	3:30 PM	3:35 PM
3:35 PM	3:40 PM	4:00 PM	4:05 PM	4:25 PM	4:30 PM
4:30 PM	4:35 PM	4:55 PM	5:00 PM	5:20 PM	5:25 PM
5:25 PM	5:30 PM	5:50 PM	5:55 PM	6:15 PM	6:20 PM

Town Park	Courthouse	Blue Mesa	Market Plaza	Courthouse	Town Park
6:30 PM	6:35 PM	6:55 PM	7:00 PM	7:20 PM	7:25 PM
7:25 PM	7:30 PM	7:50 PM	7:55 PM	8:15 PM	8:20 PM
8:20 PM	8:25 PM	8:45 PM	8:50 PM	9:10 PM	9:15 PM
9:15 PM	9:20 PM	9:40 PM	9:45 PM	10:05 PM	10:10 PM
10:10 PM	10:15 PM	10:35 PM	10:40 PM	11:00 PM	11:05 PM
11:05 PM	11:10 PM	11:30 PM	11:35 PM	11:55 PM	12:00 AM

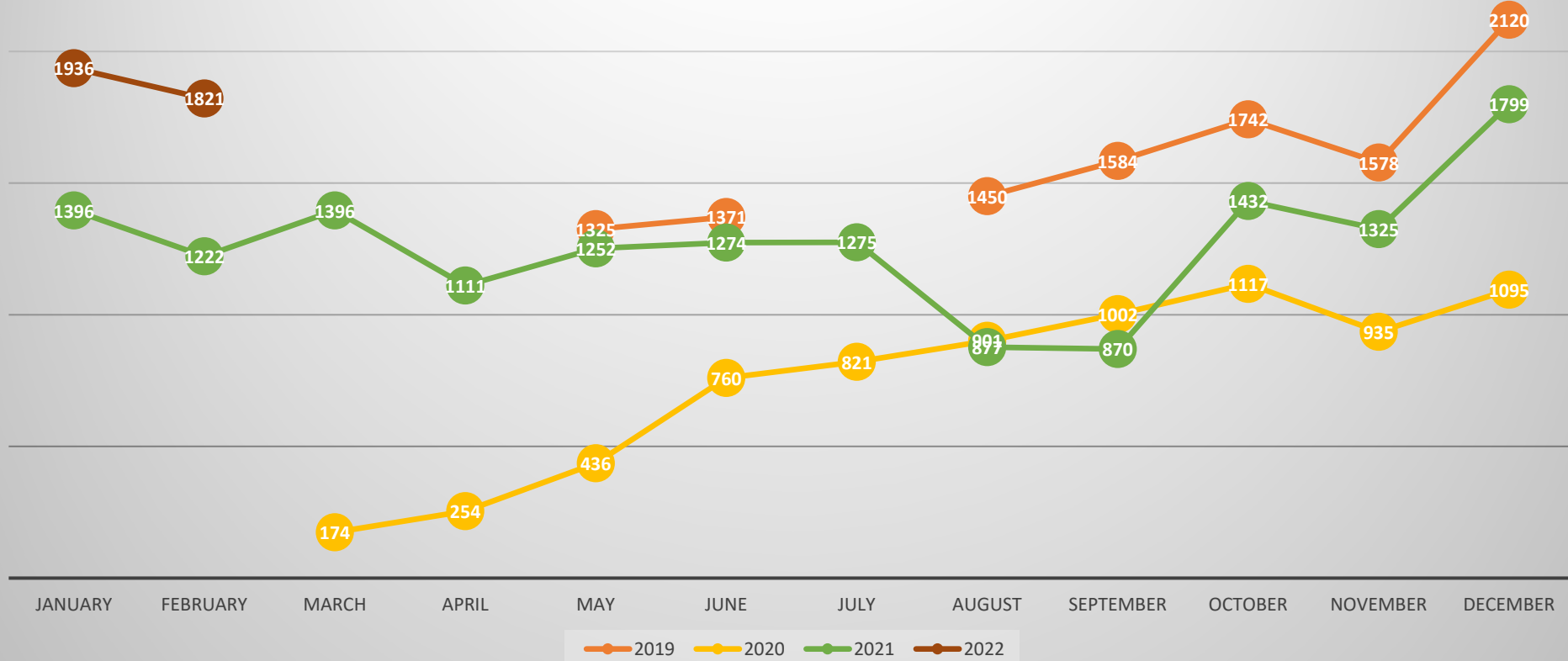
**Notes: Proposed revisions to the Express Route are minor. They include:**

- 5 minutes from Blue Mesa to Market Plaza rather than 2 minutes so that the bus departs on even numbers.
- 20 minutes are allowed between the Courthouse and Blue Mesa on the way to the Mountain Village.
- 20 minutes are allowed between Market Plaza and the Courthouse on the way to Telluride.
- All other intervals between stops remain the same.
- The route will continue to take 55 minutes.
- There are 10 additional minutes allocated for driver shift changes between morning, afternoon and evening shifts.

Upper Lawson Hill	Courthouse	Town Park	Courthouse	Upper Lawson Hill	Meadows P.O.	Market Plaza	Blue Mesa	Market Plaza	Meadows P.O.	Upper Lawson Hill	Comments
					6:10 AM	6:20 AM	6:22 AM	6:30 AM	6:40 AM	6:50 AM	
6:05 AM	6:20 AM	6:25 AM	6:30 AM	6:45 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	Lv. Meadows P.O. - Ar. Courthouse 7:50 AM
6:50 AM	7:05 AM	7:10 AM	7:15 AM	7:30 AM	7:40 AM	7:50 AM	7:52 AM	8:00 AM	8:10 AM	8:20 AM	Lv. Meadows P.O. - Ar. Market Plaza 7:50 AM
7:35 AM	7:50 AM	7:55 AM	8:00 AM	8:15 AM	8:25 AM	8:35 AM	8:37 AM	8:45 AM	8:55 AM	9:05 AM	Lv. Upper Lawson - Ar. Courthouse 7:50 AM
8:20 AM	8:35 AM	8:40 AM	8:45 AM	9:00 AM	9:10 AM	9:20 AM	9:22 AM	9:30 AM	9:40 AM	9:50 AM	
9:05 AM	9:20 AM	9:25 AM	9:30 AM	9:45 AM	9:55 AM	10:05 AM	10:07 AM	10:15 AM	10:25 AM	10:35 AM	
9:50 AM	10:05 AM	10:10 AM	10:15 AM	10:30 AM	10:40 AM	10:50 AM	10:52 AM	11:00 AM	11:10 AM	11:25 AM	5 minutes allowed for shift change at Park & Ride
10:35 AM	10:50 AM	10:55 AM	11:00 AM	11:15 AM	11:25 AM	11:35 AM	11:37 AM	11:45 AM	11:55 AM	12:10 PM	5 minutes allowed for shift change at Park & Ride
11:25 AM	11:40 AM	11:45 AM	11:50 AM	12:05 PM	12:15 PM	12:25 PM	12:27 PM	12:35 PM	12:45 PM	12:55 PM	
12:10 PM	12:25 PM	12:30 PM	12:35 PM	12:50 PM	1:00 PM	1:10 PM	1:12 PM	1:20 PM	1:30 PM	1:40 PM	
12:55 PM	1:10 PM	1:15 PM	1:20 PM	1:35 PM	1:45 PM	1:55 PM	1:57 PM	2:05 PM	2:15 PM	2:25 PM	
1:40 PM	1:55 PM	2:00 PM	2:05 PM	2:20 PM	2:30 PM	2:40 PM	2:42 PM	2:50 PM	3:00 PM	3:10 PM	
2:25 PM	2:40 PM	2:45 PM	2:50 PM	3:05 PM	3:15 PM	3:25 PM	3:27 PM	3:35 PM	3:45 PM	3:55 PM	
3:10 PM	3:25 PM	3:30 PM	3:35 PM	3:50 PM	4:00 PM	4:10 PM	4:12 PM	4:20 PM	4:30 PM	4:40 PM	
3:55 PM	4:10 PM	4:15 PM	4:20 PM	4:35 PM	4:45 PM	4:55 PM	4:57 PM	5:05 PM	5:15 PM	5:30 PM	Lv. Market Plaza - Ar. Meadows P.O.
4:40 PM	4:55 PM	5:00 PM	5:05 PM	5:20 PM	5:30 PM	5:40 PM	5:42 PM	5:50 PM	6:00 PM	6:15 PM	Lv. Courthouse - Ar. Upper Lawson Hill
5:30 PM	5:45 PM	5:50 PM	5:55 PM	6:10 PM	6:20 PM	6:30 PM	6:32 PM	6:40 PM	6:50 PM	7:00 PM	5 minutes allowed for shift change at Park & Ride
6:15 PM	6:30 PM	6:35 PM	6:40 PM	6:55 PM	7:05 PM	7:15 PM	7:17 PM	7:25 PM	7:35 PM	7:45 PM	5 minutes allowed for shift change at Park & Ride
7:00 PM	7:15 PM	7:20 PM	7:25 PM	7:40 PM	7:50 PM	8:00 PM	8:02 PM	8:10 PM	8:20 PM	8:30 PM	
7:45 PM	8:00 PM	8:05 PM	8:10 PM	8:25 PM	8:35 PM	8:45 PM	8:47 PM	8:55 PM	9:05 PM	9:15 PM	
8:30 PM	8:45 PM	8:50 PM	8:55 PM	9:10 PM	9:20 PM	9:30 PM	9:32 PM	9:40 PM	9:50 PM	10:00 PM	
9:15 PM	9:30 PM	9:35 PM	9:40 PM	9:55 PM	10:05 PM	10:15 PM	10:17 PM	10:25 PM	10:35 PM	10:45 PM	
10:00 PM	10:15 PM	10:20 PM	10:25 PM	10:40 PM	10:50 PM	11:00 PM	11:02 PM	11:10 PM	11:20 PM	11:30 PM	
10:45 PM	11:00 PM	11:05 PM	11:10 PM	11:25 PM	11:35 PM	11:45 PM	11:47 PM	11:55 PM	12:05 AM		

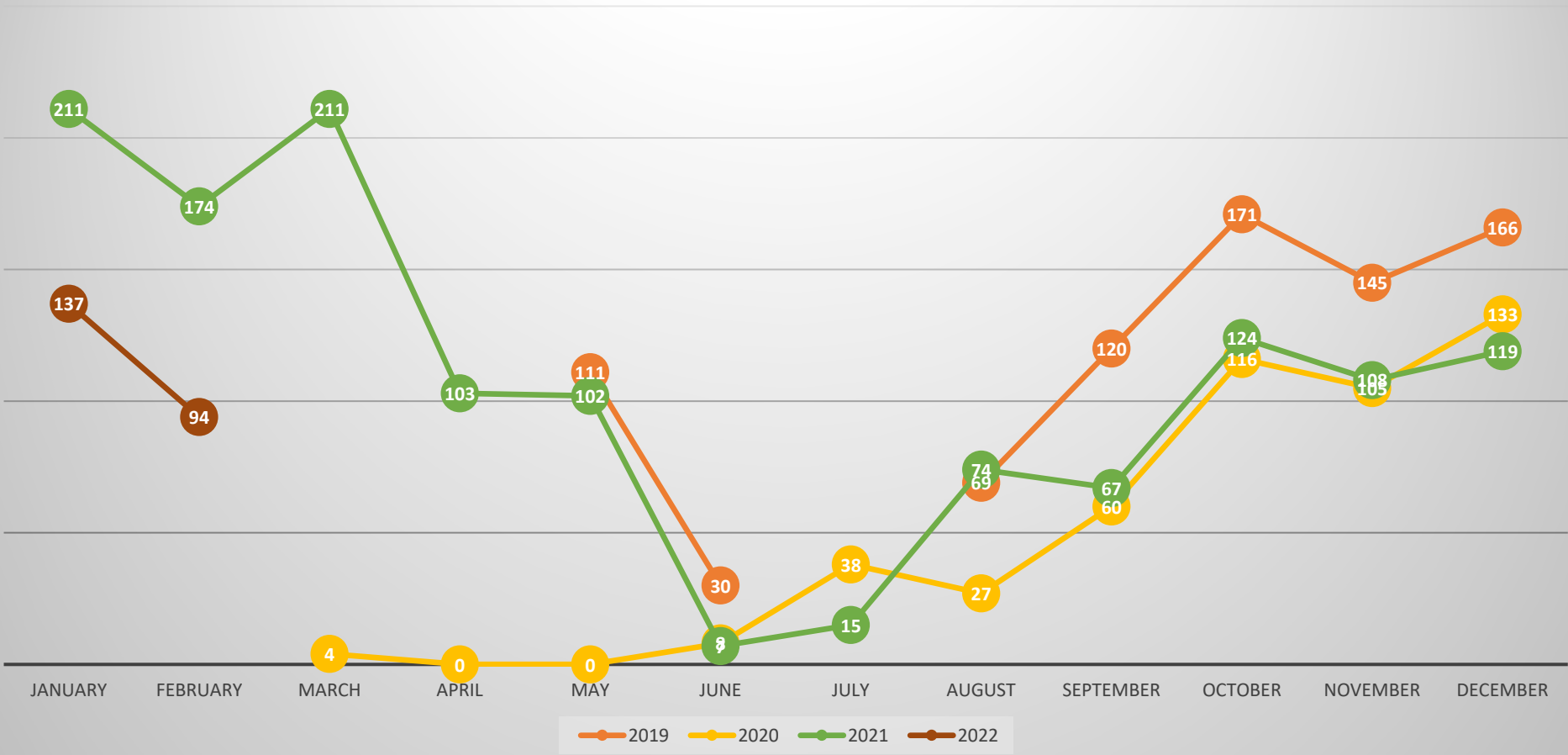


## Norwood Ridership 2019 - 2022





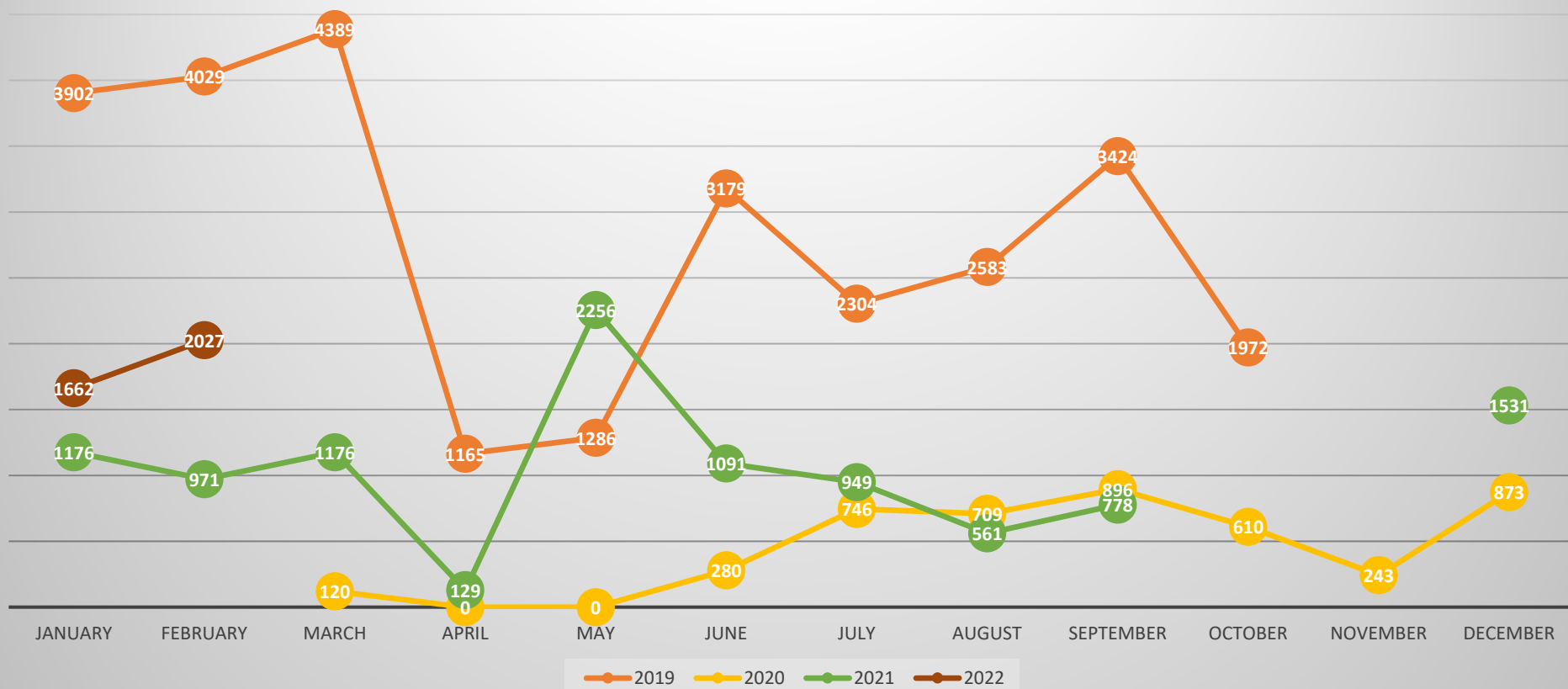
Rico Ridership 2019 - 2022





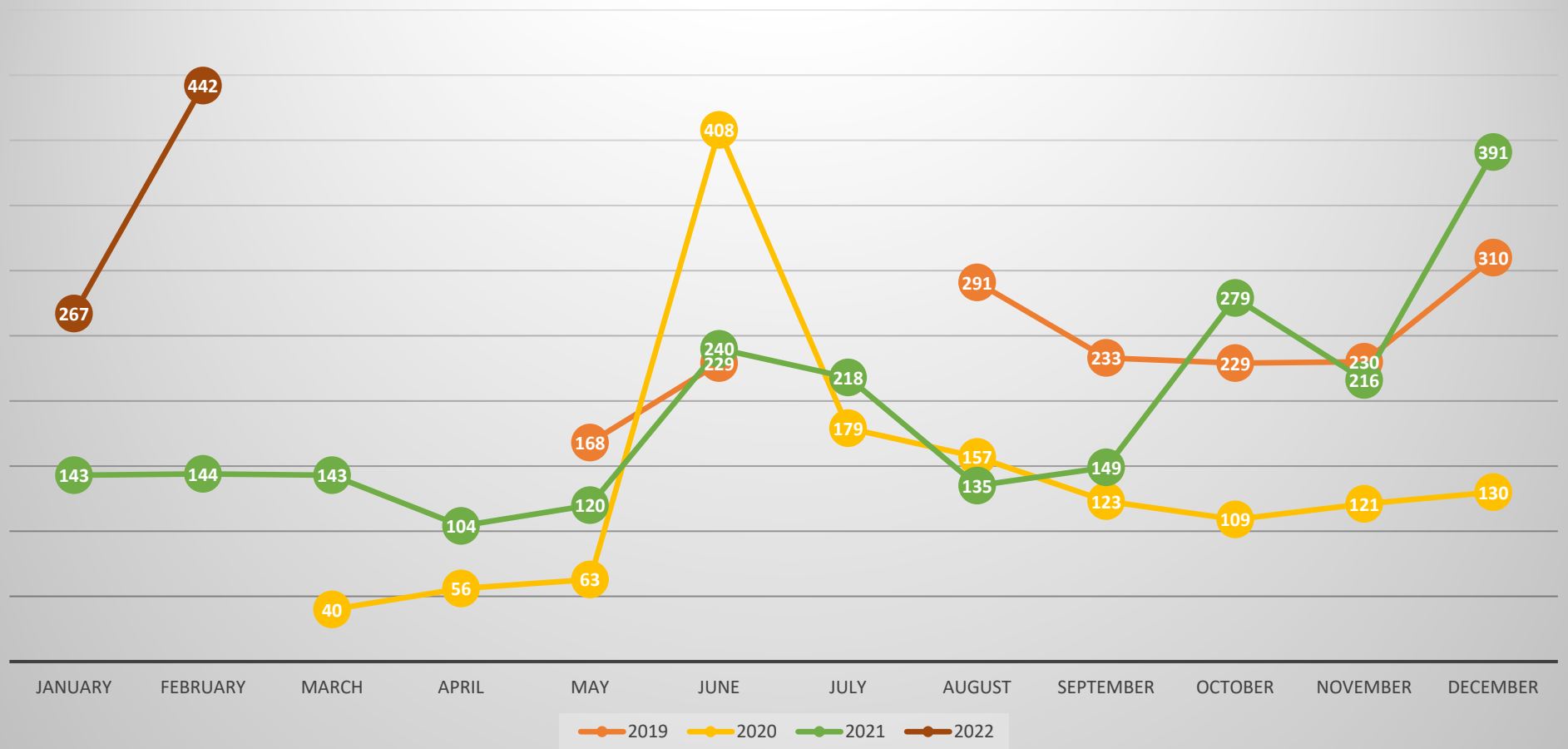


### Lawson Hill Ridership 2019 - 2022





## Down Valley Ridership 2019 - 2022



[Click here to return to Agenda](#)

## **SMART Executive Director report – March 10th, 2022**

Grants: NOFO for FTA's Bus and Bus Facility program (5339) was released last week. My recommendation is that we put together an application for two replacement buses for Norwood, an expansion rolling stock request for two large buses – one for a backup on Norwood/Montrose and one for a Montrose – Telluride fixed route service (4 buses total). I am also thinking about putting an application together for 3 replacement vans to get started on a replacement plan for the vanpool vehicle fleet. It may also be a good idea to request one additional cutaway for use during the off-season. Applying for this 5339 discretionary funding increases our odds of grant funding for these vehicles. If our application are not funded we will have a second opportunity later this year through the CDOT's annual Consolidated Call for Capital Projects.

Unfortunately a 65% increase in costs for small buses did become a reality on the latest CDOT contract. I am reaching out to colleagues across the country to get a feel for how much of a pricing increase we will be looking at for the large buses that we need to acquire.

It is likely that we'll have to amend the Capital Plan to reflect the increase in bus pricing, but also to incorporate projects such as the Norwood Bus Barn expansion project, Rico Bus parking project, etc.

Lawson Facilities: no updates

Meadows Underpass project: Field Inspection Review (FIR – 30% design) planset has been submitted to CDOT for review. Once comments are compiled CDOT, SMART, and Stantec staff will meet to go any outstanding concerns that may come up during the CDOT review. Staff will be discussing the underpass design with stakeholders at the Lawson Hill Owners Association annual meeting on March 16<sup>th</sup>.

Fiscal Year '21 Audit: FY21 Financials Audit is underway. So far the process seems to be going smoothly and we've been able to address all questions raised by the auditors. Unfortunately (or fortunately, depending on how you look at it) SMART received enough Federal Grant funding last year that we hit the threshold (\$750,000) that triggers a so called "Single Audit" of our Federal grant activity. This is the first Single Audit SMART will have gone through. I anticipate that it will go smoothly as we haven't had any issues with CDOT reimbursements and that is usually where we'd see initial issues. We are still on track to accept the results in June. I will continue to update the Board as needed as we move through the process.

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