



San Miguel Authority for Regional Transportation  
Board of Directors Meeting Agenda  
Thursday July 11th, 2024  
3 p.m.

This meeting will be held virtually:

**Join Zoom Meeting**

<https://us02web.zoom.us/j/81136241949?pwd=WOCYBefMBvi5ygiIV3heWS0uPg5VHg.1>

Meeting ID: 811 3624 1949

Passcode: 442250

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**Item 1:** Public Comment

**Item 2:** Resolution 2024-10, Part 1a and 1b, regarding the Review and Approval of the July 11th, 2024 Agenda and Consent Items, and regarding the Review and Approval of June 13th, 2024 Meeting Minutes.

Presented By: Board Chair

Item Type: Action

Packet Page: 6

Allotted Time: 5 minutes

**Item 3:** Resolution 2024-11 Amending the SMART IGA

Presented By: D.Averill

Item Type: Action

Packet Page: 7

Allotted Time: 5 minutes

**Item 4:** Update on gondola planning activities

Presented By: D.Averill

Item Type: Report

Packet Page: -

Allotted Time: 5 minutes

**Item 5:** Strategic Operating Plan Work Session - Route Alternatives

Presented By: K.Distefano, J. Miller

Item Type: Work Session  
Packet Page: 47  
Allotted Time: 90 minutes

**Item 6:** July 2024 Operations Report  
Presented By: K.Distefano  
Item Type: Report  
Packet Page: 63  
Allotted Time: 10 minutes

**Item 7:** Executive Session pursuant to C.R.S. 24-6-402 4(a) and 4(e) (I),(Open Meetings Law) and Sections 6.09 (a) (1) and (a) (5) of the SMART Bylaws for the purpose of:  
determining positions that may be subject to negotiations, developing strategy for negotiations and instructing negotiators.

**Item 8:** 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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**Item 8:** Round Table Updates and Reports

**San Miguel Authority for Regional Transportation  
Board of Directors Meeting June 13th, 2024 Regular Meeting  
Virtual meeting minutes**

Member Directors Present: San Miguel County – Lance Waring, Kris Holstrom (alternate). Town of Telluride – J. Meehan Fee. Town of Mountain Village – Harvey Mogensen, Tucker Magid.

Staff Present: David Averill, Kari Distefano, (SMART). Sydney Proven, Jason Miller (Fehr and Peers). Kelly Kronenberg (Telluride Express).

The meeting was called to order at 3:03 p.m.

**Item 1: Public Comment**

No public comment was offered.

**Item 2: Resolution 2024-9, Part 1a, regarding the Review and Approval of the June 13th, 2024 Agenda and Consent Items and Part 1b, regarding the Review and Approval of May 9th, 2024 Meeting Minutes.**

Kris Holstrom moved to adopt Resolution 2024-9, parts 1a and 1b  
Tucker Magid seconded the motion.

A unanimous vote approved the motion.

**Item 3: Update on gondola planning activities**

Averill gave a brief update on gondola related items. Discussion mainly included a preview of items to be discussed at the June 17<sup>th</sup> Gondola Subcommittee meeting.

**Item 4: SMART Strategic Operating Plan Fare Structure Discussion**

Averill introduced the item with some background on the current SMART fare structure and history that led to it. Distefano and Provan then presented an analysis of peer agencies fare structures. After introducing the peer agency information some potential changes/alternatives for SMART fares were presented. A discussion of the information, along with questions and answers, was held. While no decision was made at the meeting in general the Board was leaning towards a fare free model within the SMART district taxing boundary with the rest of the service area being covered by some sort of zonal fare structure. It was agreed that some refined alternatives would be presented at a later date and that a decision to make any changes would follow after further consideration.

**Item 5: June 2024 Operations Report**

Distefano presented the May '24 Operations Report. No significant questions or concerns were raised by the Board.

**Item 6: Executive Directors Report**

Averill gave a general update on the FY24 financials audit process rolling stock, grants, outside meetings/appointments.

**Item 7: Executive Session:** Executive Session pursuant to C.R.S. 24-6-402 4(a) and 4(e) (l),(Open Meetings Law) and Sections 6.09 (a) (1) and (a) (5) of the SMART Bylaws for the purpose of: determining positions that may be subject to negotiations, developing strategy for negotiations and instructing negotiators.

**Item 9: Round Table Updates and Reports**

No updates or reports were offered.

The meeting was adjourned at 4:25 p.m.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS JULY 11TH, 2024 REGULAR MEETING**

**RESOLUTION NO. 2024-10**

**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, Town of Rico 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; 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, San Miguel County and the Town of Rico, and with the approval of the registered electors of those jurisdictions; and

**WHEREAS**, the Board held a regular meeting on July 11th, 2024; 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 July 11th, 2024 regular meeting the Board took action on the following:
  - a. Approval of the July 11th, 2024 meeting agenda (Exhibit A)
  - b. Approval of the Board meeting minutes for the June 13th, 2024 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 JULY 11TH, 2024.**

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Joe Dillsworth, Board Chair

ATTEST:

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David Averill, Executive Director



# AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



MEETING DATE: July 11<sup>th</sup>, 2024

AGENDA ITEM: 3

ACTION REQUESTED: Adoption of Resolution 2024-11 Amending the SMART Intergovernmental Agreement

SUBMITTED BY: D.Averill

**BACKGROUND INFORMATION/KEY POINTS:** The SMART Intergovernmental Agreement (“SMART IGA”) is an IGA between SMARTs member jurisdictions that serves as the foundational document of the organization. The composition of the Board of Directors, Powers of the Authority, and baseline funding for SMART are all articulated in this document, among many other important aspects of how SMART is structured and governed. Anticipating that circumstances may change from time to time the IGA allows for amendments as needed. Per the terms of the IGA all amendments need to be approved by each individual member government, then by the SMART Board as a whole. The most recent amendment to the IGA was in November of 2019 and was undertaken to include Rico as a member jurisdiction.

Due to a successful legislative effort in the 2023 State legislative session, there was a change made to the statute that governs RTA’s ability to collect voter approved sales tax. The change was simple (yet important) and raised the previous cap of 1% voter approved sales tax up to a maximum of 2% voter approved sales tax.

The issue we have before us is that Section 7.01(a) of the SMART IGA (*Funding the Authority - Baseline Funding*) allows SMART to levy a voter approved sales tax up to that previous statutory limit of 1%. The amendment to the IGA that we’ll be seeking will simply be to change that limit in the IGA to 2% to match the new limit in state statute.

The process for amending the SMART IGA is that first the local jurisdictions consider and approve changes individually, then the changes are considered and adopted by the SMART Board as a whole.

SMART staff worked with local managers and legal staff on a review of the IGA to see if there were any changes we thought it might make sense to bring forward from a staff perspective. To that end, no other changes to the IGA are being recommended by staff at this point in time.

All of the local jurisdictions have approved the amendment to the IGA at previous meetings:

- The Town of Telluride approved the amendment language at its April 30<sup>th</sup>, 2024, Town Council meeting.

- The Town of Mountain Village approved the amendment language at its April 25<sup>th</sup>, 2024, Town Council meeting.
- The Town of Rico approved the amendment language at its May 15<sup>th</sup>, 2024, Town Trustees meeting.
- San Miguel County approved the amendment language at its April 24<sup>th</sup>, 2024, Board of County Commissioners meeting.

At this point all that is left to do to amend the SMART IGA is a final approval by the SMART Board of Directors.

COMMITTEE DISCUSSION: NA

SUPPORTING INFORMATION: NA

FISCAL IMPACT: None at this time.

ADVANTAGES: Amending the IGA will be advantageous in that it allow SMART to request up to the new maximum voter approved sales tax under the current State statute.

DISADVANTAGES: No disadvantages to amending the SMART IGA have been identified at this time.

ANALYSIS/RECOMMENDATION: Staff recommends adoption of Resolution 2024-11 thereby amending the SMART Governing IGA as proposed.

ATTACHMENTS:

Attachment A: SMART IGA Amendment History

Attachment B: Amended SMART Governing IGA

## SMART IGA Amendment History

### NOVEMBER 2016

The initial SMART IGA is approved by Mountain Village, Telluride, and San Miguel County on November 9<sup>th</sup>, 2016.

### NOVEMBER 2019 AMENDMENT

Context of Amendment: This amendment was wholly due to the Town of Rico joining SMART as a member jurisdiction, subsequent to an affirmative vote by the residents of Rico at their November 5<sup>th</sup>, 2019, election. Changes to the IGA were first approved by the governing bodies of the initial members (Telluride, Mountain Village, San Miguel County), and subsequently approved and directed (through Resolution 2019-32) by the SMART Board at its November 14<sup>th</sup>, 2019, meeting. Changes to the IGA at this time included:

1. The text of Article II of the SMART IGA was amended to add a new section 2.06 to read as follows:

Section 2.06. Appendix A to the SMART IGA shall be amended to include the following: All territory within the Town of Rico and all territory subsequently annexed into the Town of Rico.

2. Added new section 4 to Appendix A to account for Amended Boundaries of the Authority and include Rico in the Appendix.

3. Added Appendix C-5 to include ballot language from Rico election

4. the text of Article II of the SMART IGA was amended to add a new section 2.07 to read as follows: Section 2.07. Town of Rico Voter Approval. Appendix C to the SMART IGA shall be amended to reflect the Ballot Question passed by the electors of the Town of Rico on November 5, 2019, approving inclusion of the Town of Rico and all territory subsequently annexed into the Town of Rico into SMART.

5. Section 3.02: Added a single Director from Rico to this section.

6. Appendix B: Map showing boundaries of the Authority amended to include the Town of Rico.

### JULY 2024 AMENDMENT

Context of Amendment: This amendment is being made due to a change in State statute regarding RTA's ability collect up to a 2% sales or use tax. Changes to the IGA were first approved by the governing bodies of the members (Telluride, Mountain Village, San Miguel County and Rico), and subsequently approved and directed (through Resolution 2024-xx) by the SMART Board at its xxx xxxth, 2024, meeting. The sole change to the IGA language at this time included:

1. The text of Article 7.01 of the SMART IGA was amended to remove the language "one percent" and replace it with "up to the maximum allowed under state law".

**SAN MIGUEL AUTHORITY FOR  
REGIONAL TRANSPORTATION  
INTERGOVERNMENTAL AGREEMENT**

By and among,

TOWN OF TELLURIDE, COLORADO  
TOWN OF MOUNTAIN VILLAGE, COLORADO  
SAN MIGUEL COUNTY, COLORADO  
AND  
TOWN OF RICO, COLORADO

Dated as of November 9<sup>th</sup>, 2016

Amended November 14<sup>th</sup>, 2019

Amended July 11<sup>th</sup>, 2024

Providing for the establishment of the “San Miguel Authority for Regional Transportation” as a Colorado Regional Transportation Authority pursuant to the Colorado Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

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**SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL  
AGREEMENT**

**THIS SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL  
AGREEMENT (THIS “AGREEMENT”) IS ENTERED INTO AS OF NOVEMBER 9<sup>TH</sup>, 2016 BY AND  
AMONG THE TOWN OF TELLURIDE, COLORADO; TOWN OF MOUNTAIN VILLAGE, COLORADO;  
AND THE UNINCORPORATED AREA ENCOMPASSED WITHIN THE BOUNDARIES OF THE  
TELLURIDE R-1 SCHOOL DISTRICT OF SAN MIGUEL COUNTY, COLORADO; (THE “INITIAL  
SIGNATORIES”).**

**RECITALS**

**WHEREAS**, pursuant to title 43, part 6, Colorado Revised Statutes, as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth herein, are authorized to finance, construct, operate and maintain regional transportation systems;

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the “Intergovernmental Relations Statute”), 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;

**WHEREAS**, the Initial Signatories are Colorado county and certain Colorado municipalities located within the boundaries of San Miguel County constituting the unincorporated area within the Telluride R-1 School District in southwest Colorado that desire to form a regional transportation authority pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating and maintaining regional transportation systems consisting of Authorized Transportation Projects described in Section 6.02 herein;

**WHEREAS**, public transportation is a critical part of the solution to the nation’s economic, energy, and environmental challenges. Regional transportation services enhance and support San Miguel County socially and economically, providing affordable or free transit to the region’s visitors and employee base, and conversely benefit local employers with a reliable workforce;



**WHEREAS**, every segment of American society, including individuals, families, communities and businesses, benefits from public transit, helping to bring a better quality of life to communities;

**WHEREAS**, in the spirit of regional cooperation the signatories of this Agreement wish to join and coordinate efforts in managing and improving public transit, increasing efficiencies in the short and long term, enhancing reliability and safety, and changing to meet future demand;

**WHEREAS**, stated goals of all jurisdictions in the region are to improve air quality, reduce greenhouse gas emissions, reduce traffic and congestion, and enhance safety on the limited highway access in the region and in these communities; and

**WHEREAS**, transit services promote independent living for the elderly and disabled by providing essential links to medical, social, and other services, and the region recognizes the need to improve mobility options for all segments of the population.

## **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.01. Definitions from the Act.** The following terms shall, when capitalized, have the meaning assigned to them in section 602 of the Act: “Bond”, “Combination”, “Construct”, “Construction”, “County”, “Grant”, “Municipality”, “Operations and Maintenance Expenses”, “Person”, “Revenues”, “Regional Transportation Activity Enterprise”, “Regional Transportation System”, “State”.

**Section 1.02. Other Definitions.** The following terms shall, when capitalized, have the following meanings:

“Act” means title 43, article 4, part 6, Colorado Revised Statutes, as amended.

“Administrative Advisory Committee” means a committee appointed by and serving at the direction and pleasure of the Board of Directors pursuant to section 4.02 herein.

*“Advisory Committee”* means two or more persons appointed by the San Miguel Authority for Regional Transportation (Authority) pursuant to Article IV herein for the purposes of providing advice to the Board.

*“Agreement”* means the San Miguel Authority for Regional Transportation Intergovernmental Agreement, as amended from time to time in accordance with the terms herein.

*“Alternate Director”* means any person appointed as Alternate Director pursuant to Section 3.03 herein.

*“Authority”* means the San Miguel Authority for Regional Transportation, a political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

*“Authority Sales Tax”* means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(l) of the Act.

*“Authorized Transportation Projects”* refers to Specific Responsibilities outlined in Section 6.02 herein as such projects may be amended from time to time in accordance with Article XI herein, as well as the Regional Transportation Systems as described in §43-4-602(16), C.R.S.

*“Ballot Question/Issue”* is defined in Section 2.04(a) herein, and in §1-1-104(2.3) and (2.4), C.R.S.

*“Board”* means the Board of Directors of the Authority

*“Boundaries”* means the boundaries of the Authority determined in accordance with Appendix A herein, as such Appendix and term may be amended from time to time in accordance with Article XI herein.

*“Director”* means any person appointed as such pursuant to Section 3.02 herein. Whenever the person appointed as a Member’s Director is absent from a Board meeting, the term “Director” shall mean the “Alternate Director”, if any, appointed by such Member pursuant to Section 3.03 herein.

*“Division of Local Government”* means the Division of Local Government in the State Department of Local Affairs.

*“Governing Body”* means, when used with respect to a Member, the town council, the board of trustees, the board of county commissioners or other legislative body, as appropriate, of such Member.

*“Initial Boundaries”* means the Boundaries of the Authority on the date the Authority is established pursuant to Article II herein, as such Initial Boundaries are determined in Accordance with Appendix A herein.

*“Initial Members”* means the Initial Signatories who became Members on the date on which the Authority was originally established pursuant to Section 2.05 herein.

*“Initial Signatories”* means the Municipalities and Counties that are signatories to this Agreement in its original form.

*“Intergovernmental Relations Statute”* refers to the statute that authorizes local governments to enter into agreements (§29-1-203, C.R.S.).

*“Member”* means (a) the Initial Members and (b) any Municipality or County that becomes a Member of the Authority pursuant to Section 8.03 herein.

*“Officers”* means the Chair, Vice Chair, Secretary or Treasurer of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority or the Board.

*“Regional Transit Services”* means the transit services described in Appendix D herein, as may be amended from time to time in accordance with Article XI herein, and included with the “Regional Transportation System” as defined at §43-4-602(16), C.R.S.

*“Transit”* means the conveyance of residents, visitors, or workers via publicly or privately operated motorized vehicle transport systems including but not limited to bus, van, or aerial tramway (gondola).

*“Transportation”* means any property, improvement or system related to the conveyance of people or goods including but not limited to bridges, roadways, trails, motorized or non-motorized vehicles, aerial tramway (gondola), or train.

## ARTICLE II

### ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

**Section 2.01. Establishment.** The San Miguel Authority for Regional Transportation (SMART) shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

- (a) Each Initial Member (i) has held at least two public hearings on the SMART Agreement in accordance with §603(3), (ii) has submitted this Agreement for review and comment in accordance with §43-4-603(1.5), C.R.S. to the Colorado Department of Transportation, those counties and municipalities that border the Authority’s boundaries; and (iii) has executed this Agreement (which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Members has held the public hearings required by §603(3) and that Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement).
- (b) This Agreement has been approved by a majority of the registered electors residing within the Initial Boundaries of the Authority at the time of the election who voted in the general election or special election called for such purpose in accordance with § 603(4); and
- (c) The Director of the Division of Local Governments has issued a certificate pursuant to § 603(1) stating that the Authority has been duly organized according to the laws of the State and such certificate has been recorded in the legal real estate records of San Miguel County pursuant to §603(1).

**Section 2.02. Purpose.** The purpose of the Authority is to coordinate, plan, finance, construct, operate and maintain a regional multi-modal transportation system within or outside the Boundaries of the Authority.

**Section 2.03. Boundaries.** The Initial Boundaries of the Authority shall be determined in accordance with Appendix A herein. Any territory included in the Boundaries of the Authority

because the territory is included in the boundaries of a Municipality shall automatically be amended to include any territory annexed to the Municipality.

**Section 2.04. Voter Approval.**

**(a)** The Initial Signatories agree to submit ballot questions and/or ballot issues seeking voter approval of the establishment of the Authority herein at elections to be conducted on the 8th day of November, 2016 in accordance with the Act and other applicable laws (the "Election"). Three separate ballot questions, which are hereafter referred to by the names indicated below and drafts of which are attached herein as Appendixes C-1 through C-4, shall be submitted to the registered electors of the following described areas within the boundaries of the Initial Signatories:

(i) the "San Miguel County Establishment Question", a draft of which is attached herein as Appendix C-1, shall be submitted to San Miguel County registered electors residing within the unincorporated area within the proposed Authority Boundary;

(ii) the "Town of Telluride Establishment Question", a draft of which is attached herein as Appendix C-2, shall be submitted to the registered electors of the Town of Telluride;

(iii) the "Town of Mountain Village Establishment Question", a draft of which is attached herein as Appendix C-3, shall be submitted to the registered electors that are residents of the Town of Mountain Village;

(iv) the "Town of Mountain Village Funding Question", a draft of which is attached hereto as Appendix C-4, shall be submitted to the registered electors of the Town of Mountain Village.

**(b)** With the intent to put forth these measures as a coordinated election under the Clerk of San Miguel County, the Governing Body of each of the Initial Signatories named in the title of each ballot question shall take all actions necessary to submit such questions to the appropriate registered electors at the Election but may modify the ballot questions submitted by it in any manner that is consistent with the terms of this Agreement and the ballot questions/issues attached herein in Appendixes C-1 through C-5. Any Governing Body's modification(s) to a ballot question that is inconsistent with the terms of this Agreement and the attached appendices shall require the written

consent of each of the other Initial Signatories prior to its submittal to that body's registered electors. The designated election official for a coordinated election shall be the San Miguel County Clerk and Recorder.

- (d) Each Initial Signatory shall pay the costs of conducting the election within its boundaries. For the purposes of allocating such costs, costs allocable to electors who reside in, or are properly registered to vote in a municipality shall be allocated to the municipality in which they reside or are registered to vote, and costs allocable to electors who reside in unincorporated areas shall be allocated to the county in which they reside.

**Section 2.05. Initial Members.** The Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the ballot questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to the Agreement:

- (a) Unincorporated San Miguel County within the boundaries of the Telluride R-1 School District will be an Initial Member if a majority of the San Miguel County registered electors voting thereon approve the San Miguel County Establishment Question;
- (b) Town of Telluride will be an Initial Member if a majority of the Town of Telluride registered electors voting thereon approve the Town of Telluride Establishment Question;
- (c) Town of Mountain Village will be an Initial Member if a majority of the Town of Mountain Village registered electors that are legal residents of the Town of Mountain Village voting thereon approve the Town of Mountain Village Establishment Question, and if a majority of the Town of Mountain Village registered electors approve the Town of Mountain Village Funding Question;

**Section 2.06. Additional Members.** Appendix A to the SMART IGA shall be amended to include the following:

*All territory within the Town of Rico and all territory subsequently annexed into the Town of Rico.*

**Section 2.07. Town of Rico Voter Approval.** Appendix C to the SMART IGA shall be amended to reflect the Ballot Question passed by the electors of the Town of Rico on November

5, 2019, approving inclusion of the Town of Rico and all territory subsequently annexed into the Town of Rico into SMART.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

**Section 3.01. Establishment and Powers.** The Authority shall be governed by a Board of Directors as described in this Article. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, subject to the provisions of this Agreement and §604(1)(a) of the Act.

**Section 3.02. Directors.** The Board shall be composed of two regular Directors appointed by each Member from the Town of Telluride, the Town of Mountain Village, San Miguel County and one regular Director from the Town of Rico.

**Section 3.03. Alternate Directors.** In addition to the Director(s) appointed by it, each Member shall appoint one Alternate Director who shall be deemed to be such Member's Director for all purposes including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting.

**Section 3.04. Appointment of Directors and Alternate Directors.** As required by §603(2)(b)(I) of the Act, each of the Director(s) and the Alternate Director appointed by a Member shall both be elected officials of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the elected officials of the Governing Body of such a member.

**Section 3.05. Terms of Office.** The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

**Section 3.06. Resignation and Removal.** Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

**Section 3.07. Vacancies.** Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the office was originally filled pursuant to Section 3.04 herein.

**Section 3.08. Compensation.** Directors and Alternate Directors shall serve without compensation but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

**Section 3.09. Resolution and Voting.** All actions of the Board shall be by written resolution. Except as otherwise provided in Section 3.10 herein, resolutions of the Board shall be adopted upon the affirmative vote at an open and noticed public meeting of at least a simple majority of the Directors then in office who are eligible to vote on the measure. A minimum vote of two-thirds of the Directors then in office is required per §43-4-605(2)(11) C.R.S. in the case of adding territory and members to the Authority. The Authority shall provide at least 48 hours written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member. Notwithstanding any other provision herein, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §18-8-308 and 24-18-101 et seq., C.R.S., as amended.

**Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget.** Notwithstanding Section 3.09 herein, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.09 herein by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon that, in the aggregate, do not exceed the sum of "inflation" and the Authority's "local growth" as determined in accordance with Article X, §20(2)(f) and (g) of the Colorado Constitution. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.12 herein.

**Section 3.11. Powers of the Board.** The Board shall, subject to the limitations set forth herein, have (a) all powers that may be exercised by the board of directors or a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by section 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.



**Section 3.12. Bylaws and Rules.** The Board, acting by resolution adopted as provided in Section 3.09 herein, shall adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issues on which a simple or super majority cannot be obtained in accordance with Section 3.09 herein.

**Section 3.13. Additional Directors.** Notwithstanding any other provision herein, in order to comply with the provisions of §603(2)(b)(l) requiring a minimum of five Directors, if at any time there are fewer than five appointed Directors, then the underrepresented Member shall appoint an additional Director from the elected governing body of its jurisdiction within thirty days of the vacancy.

**Section 3.14. Board Officers.** The Board shall elect a Chair, a Vice Chair, a Secretary, and a Treasurer. The offices of Chair and Secretary may not be held by the same person.

**(a) Chair.** The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors or entities such as the Authority, and as the Board may otherwise prescribe.

**(b) Vice Chair.** The Vice Chair shall be the Officer next in seniority after the Chair and, upon the absence of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

**(c) Secretary.** The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and

customary for the office of the secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

**(d) Treasurer.** Subject to rules and procedures established by the Board, the Treasurer shall be responsible or shall cause a designee of the Board to be responsible for custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursements of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds or regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

#### ARTICLE IV

##### **ADMINISTRATIVE AND ADVISORY COMMITTEES**

**Section 4.01. Generally.** The Board, in accordance with §43-4-604(3)(h), C.R.S., has the power to appoint advisory committees related to the operations and planning of regional transportation and define the duties thereof.

**Section 4.02. Administrative Advisory Committee.** The Board shall appoint members to an Administrative Advisory Committee serving at the direction and pleasure of the Board. The term durations, number of members and makeup of the Administrative Advisory Committee will be determined and approved by a resolution of the Directors. The purpose of the Administrative Advisory Committee includes, but is not limited to, to advising on the Authority annual budget, operations and long-range planning for Board adoption. Directors, Alternate Directors or

Officers of the Authority shall not be members of the Administrative Advisory Committee. The Administrative Advisory Committee shall not be authorized to exercise any power of the Board.

**Section 4.03. Other Advisory Committees.** The Board may appoint and maintain other Advisory Committees to develop recommendations with respect to policy, planning and service matters. The members of Advisory Committees may be citizens, business and resort representatives, other regional government or public agencies that represent service areas outside the boundaries of the Authority. Directors or Alternate Directors of the Authority may participate in these Advisory Committees. Advisory Committees shall not be authorized to exercise any power of the Board.

## ARTICLE V

### PERSONNEL

**Section 5.01 Generally.** Personnel will be at-will employees of the Authority including but not limited to an administrator and/or finance manager. Employees shall be recruited in an open process in accordance with equal opportunity employment requirements that prohibit discriminatory hiring practices based on age, race, gender, disability or religion or any other status protected by federal or state law.

**Section 5.02. Administrator.** The Administrator shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board. The administrator will hire and supervise staff for the Authority based on approved budget allocations for such positions.

**Section 5.03. Powers and Duties.** Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the powers and duties of any employee.

**Section 5.04. Vacancies.** Vacancies in the office of any employee shall be filled in the same manner in which such office was originally filled.

**Section 5.05. Compensation.** The Authority shall determine the compensation of employees for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and procedures as may be established by the Board.

## ARTICLE VI

### POWERS OF THE AUTHORITY

**Section 6.01. General Grant of Power.** The Authority shall, subject to limitations set forth herein, have (i) all powers granted by the Act to regional transportation authorities and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. Such powers shall include, but shall not be limited to:

- (a) the specific powers described in §42-4-605, C.R.S.;
- (b) the power to establish Regional Transportation Activity Enterprises in accordance with §42-4-606, C.R.S.;
- (c) the power to establish local improvement districts in accordance with §42-4-608, C.R.S.;
- (d) the power to issue bonds in accordance with §42-4-609, C.R.S.;
- (e) the power to cooperate with any person or entity as provided in §42-4-610, C.R.S.;
- (f) the power to invest or deposit funds as provided in §42-4-616, C.R.S.; and
- (g) the power to petition for a judicial examination and determination of any power, act, proceeding or contract of the Authority as provided in §42-4-620, C.R.S.

**Section 6.02. Specific Responsibilities.** In addition to the general powers described in Section 6.01 herein, the Authority shall have the responsibilities described in this Section and shall have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 herein.

- (a) **Regional Transit Services.** The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D, the Initial Service Plan, as may be amended from time to time per Article XI herein.
- (b) **Contract Transit Services.** 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 such contracts.
- (c) **Regional Transportation Planning.** The Authority shall engage in annual regional transportation planning to direct the Authorized Transportation Projects, pursue local,

federal or state funding and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

**(d) Planning, Construction and Maintenance of Regional Trails and Pedestrian Infrastructure.** The Authority shall provide planning and funding support for regional public trail maintenance, improvement and construction, in cooperation with Members, advisory groups and other agencies including but not limited to the USFS, BLM and COOT. The emphasis will be on multi-modal trails that provide improved accessibility and connections between transit nodes, population centers and communities.

**(e) Local Service.** The Authority may operate Authorized Transportation Projects of a Member jurisdiction (as distinguished from regional services) except as otherwise specifically provided herein, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis otherwise used to determine costs of services throughout the Authority's service area.

**(f) Aerial Tramway (Gondola).** The Authority may plan for transitioning operations, maintenance, capital improvements, and the funding required for such functions of the Telluride-Mountain Village Gondola system (the "Gondola") to the Authority by December 31, 2027.

1) **Capital Expenses.** The Authority may fund capital expenditures that have a useful life that extends beyond December 31, 2027. In such an event the Authority would fund the portion of the capital expense that is projected to extend beyond December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for capital expenditures for enhanced Gondola operations prior to December 31, 2027 above the legal minimum service standards as established under the legal requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999.

2) **Operational Expenses.** The Authority may aggregate funds from Members related to the operation for the Gondola prior to December 31, 2027, but the Authority may not expend such funds for operations prior to December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for enhanced Gondola operations above the legal minimum service standards as established under the legal

requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999, nor shall this limitation preclude the Authority from expending local, state or federal grants for the operation of the Gondola.

Nothing in this Section 6.02(f)(2) shall be construed as obligating Authority tax revenue to fund operational expenses up to the legal minimum service standards of the Gondola prior to December 31, 2027.

Notwithstanding any of the foregoing, it is an objective of the Authority to assure the ongoing operation of the Gondola beyond December 31, 2027.

**(g) Transportation Related Infrastructure.** The Authority may assume the maintenance of existing facilities and may develop new park-and-ride facilities, transit stops, vehicle maintenance garages, trails, or other necessary infrastructure related to operations under the purview of the Authority.

**(h) Roadway Maintenance & Improvements**

**(i) Rail Projects and Service**

**Section 6.03. Limitations on Powers of the Authority.** Notwithstanding Sections 6.01 and 6.02 herein, the powers of the Authority shall be limited as follows:

- (a)** the Authority may only finance, construct, operate and maintain authorized transportation projects;
- (b)** Advisory Committees may only be appointed and may only exercise the powers as provided in Article IV herein;
- (c)** no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution shall take effect unless first submitted to a referendum vote in accordance with §42-4-612 of the Act;
- (d)** the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County or Municipality where the proposed tax or fee would be imposed in accordance with §42-4-613 of the Act; and

- (e) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with §42-4-614 of the Act.

**Section 6.04. Existing Transit Services.** The Authority shall not assume responsibility for the operation, funding or maintenance of any transit services provided by a Member as set forth in Appendix D without the approval of that Member and of the Authority.

## ARTICLE VII

### FUNDING THE AUTHORITY

**Section 7.01. Baseline Funding.** The baseline funding of the Authority can be provided from the following sources pursuant to §43-4-605(1), 612, 613, and 614, C.R.S.:

- (a) A sales or use tax or both up to the maximum allowed under state law with voter approval.
- (b) A property tax mill levy of up to 5 mills with voter approval.
- (c) A visitor benefit tax up to 2% with voter approval.
- (d) An annual motor vehicle registration fee of not more than ten dollars for each motorized vehicle registered with the San Miguel County Clerk and Recorder by persons residing within the boundaries of the Authority and stipulations as otherwise authorized by the Act. This fee can be imposed without further voter approval.

**Section 7.02. Discretionary Member Contributions.** A Member jurisdiction may make funding contributions, provide in-kind services or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). Discretionary member contributions will be subject to Board approval on a case-by-case basis. The Authority will make a good faith effort to grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the discretionary member contribution.

**Section 7.03. Mitigation of Development Impacts.** The Authority acknowledges that regional land use development has an impact upon local and regional traffic congestion and the availability of parking, and agrees that improved transit services and infrastructure are a means for mitigating such impacts. Accordingly, Member jurisdictions shall provide recommendations for the appropriate planning and zoning boards to address transit-based mitigation of the projected traffic impacts of a new development within their jurisdiction. Members shall provide recommendations regarding the means by which that the mitigation is imposed. This can include ordinance-based transit impact fees, conditions for approval imposed upon individual development projects, or other means. Funds derived from such mitigation may be remitted to the Authority to offset capital or operational costs and outlays associated with providing regional transit services to the Member.

**Section 7.04. Pursuit of Grants.** The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital expenditures, long range planning and environmental review. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

**Section 7.05. Capital Projects and Bonds.** The Authority may fund capital projects by the issuance of Authority Bonds pursuant to §43-4-609 if voter approval is obtained for the issuance of such bonds as required §43-4-612(2); through lease purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of State and Federal law; or through one or more agreements with one or more Members. Regional Transportation Enterprises pursuant to §43-4-606 do not require voter approval.

**Section 7.06. No Implied Limits on Powers.** Except as otherwise specifically provided, no provision of this Article shall limit the Authority's powers under the Act.

## ARTICLE VII

### MEMBERS

**Section 8.01. Initial Members.** The Initial Members shall be the Initial Signatories whose participation in the Authority is approved by its registered electors at the November 2016 election as described in Section 2.05 herein.

**Section 8.02. Withdrawal of Initial Members.**

- (a) An Initial Member may withdraw from the Authority only if:



- (i) Any Ballot Questions required for the establishment of the Authority under Section 2.04 herein are not approved at the initial Election by a majority of the electors voting thereon; or
  - (ii) If a Ballot Question regarding the establishment of the Authority fails within the jurisdictional boundaries of one or more of the Initial Signatories, the Governing Body of an Initial Member where a Ballot Question has passed may, subsequent to the initial Election adopt a resolution or ordinance, and deliver written notice to all the other Initial Members, stating that such Initial Member has withdrawn from the Authority.
  - (ii) Members may only withdraw from the Authority subject to the conditions set forth in this Section. In particular none of the Initial Signatories may withdraw from the Authority if all three ballot measures described in Section 2.04(a) herein are approved by a majority of the registered electors voting thereon.
- (b)** If an Initial Member withdraws from the Authority pursuant to subsection (a) of this Section:
- (i) the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority and Appendices A and B shall be amended.
  - (ii) the obligations of such Initial Member set forth in the Agreement shall terminate.

**Section 8.03. Additional Members.** Any County or Municipality or portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon:

- (a)** The adoption of a resolution of the Board in accordance with Section 3.09 herein, the effectiveness of which may be conditioned by agreement and compliance of such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;
- (b)** unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and
- (c)** compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statute or any other applicable law.

**Section 8.04 Future Elections.** Non-resident property owners within the Town of Mountain Village who constitute registered electors within the Town of Mountain Village shall be eligible to vote on future ballot questions arising under §612(1) of the Act (a referendum election to establish or increase any tax authorized by the Act). However, non-resident property owners shall not be eligible to vote on future ballot questions arising under §612(2) of the Act (a referendum election to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution). In recognition of the restriction to be placed on the Town of Mountain Village's non-resident registered electors, which by the terms of this Agreement, shall not be entitled to vote on any question arising under §612(2) of the Act, it is the intent of the Members herein that, to the extent possible, future elections be limited to such issues that recognize and permit the enfranchisement of all registered electors within the boundaries of the Authority, including the non-resident property owners of the Town of Mountain Village.

## **ARTICLE IX**

### **TERM AND DISTRUBTION OF ASSETS UPON TERMINATION**

**Section 9.01. Effective Date.** The term of the Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 herein have been satisfied.

**Section 9.02. Termination.** The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding.

**Section 9.03. Distribution of Assets Upon Termination.** Upon termination of this Agreement pursuant to Section 9.02 herein, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

- (a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article VII and VIII herein minus the amount of cash and the value of property previously distributed to them by the Authority and
- (c) the unexpended amount of collected Authority approved and imposed taxes or other charges, other than fares paid by the taxpayers of a Member to the

Authority. Taxes or other charges paid by residents of areas of Counties which are also located within a Municipality will be allocated 100% to the Municipality for such purposes.

## ARTICLE X

### **DEFENSE OF DIRECTORS, OFFICER, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES**

The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer or member of a committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article shall be limited to funds of the Authority available for such purposes, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of the Article.

## ARTICLE XI

### **AMENDMENTS**

**Section 11.01. Amendments Generally.** This Agreement may be amended upon unanimous consent of all Members and only by resolution of the Board. Such consent shall first be manifested by a majority affirmative vote of the governing bodies of each Member.

**Section 11.02. Amendments to Boundaries.** The Initial Boundaries outlined in Appendix A "Determination of the Boundaries of the Authority" herein, may be amended in accordance with Section 11.01 herein and with the required approval of the registered voters of any municipal or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, territory of a Member that is a Municipality shall include territory within such Municipality's boundaries or within such Municipality's comprehensive planning area of influence as established as of the date to first set forth above, but shall not include any territory which has previously been included within the incorporated boundaries of another Municipality.

**Section 11.03. Modification of Appendices C-1 through C-4.** Notwithstanding any other provision herein, any ballot question attached herein as Appendix C-1 through C-4 may be modified by the Governing Body of the Initial Signatory responsible for submitting such ballot question to the electors as provided in Section 2.04 herein.

## ARTICLE XII

### MISCELLANEOUS

**Section 12.01. Adoption and Execution of Agreement in Accordance with Law.** Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

**Section 12.02. Parties in Interest.** There are no expressed or implied third party beneficiaries to this Agreement.

**Section 12.03. No Personal Liability.** No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be a covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

**Section 12.04. Notices.** Except as otherwise provided in this Agreement, all notices, or other communications by the Authority, any Member, any Personnel or any member of an Advisory Committee, to any other such person pursuant to the Agreement shall be in writing; shall be given a reasonable period of time to be posted or otherwise publicly noticed.

**Section 12.05. Assignment.** None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated without the express written consent of all the Members.

**Section 12.06. Severability.** In any clause, provision, subsection, Section or Article of the Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

**Section 12.07. Interpretation.** Subject only to the express limitations set forth herein, this Agreement shall be liberally construed in accordance with the stated purposes of the Agreement and the applicable provisions of the Act.

**Section 12.08. Governing Law.** The laws of the State shall govern the construction and enforcement of the Agreement Venue for purposes of any litigation arising under this Agreement shall only be proper in the San Miguel County District Court.

Signature Page

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT  
AMENDMENT

Approved by SMART Board of Directors June 13<sup>th</sup>, 2024

ATTEST:

TOWN OF TELLURIDE, COLORADO

\_\_\_\_\_

By: \_\_\_\_\_

Telluride Town Clerk

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

TOWN OF MOUNTAIN VILLAGE, COLORADO

\_\_\_\_\_

By: \_\_\_\_\_

Mountain Village Town Clerk

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

SAN MIGUEL COUNTY, COLORADO

\_\_\_\_\_

By: \_\_\_\_\_

San Miguel County Clerk

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

RICO, COLORADO

\_\_\_\_\_

By: \_\_\_\_\_

Rico Town Clerk

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

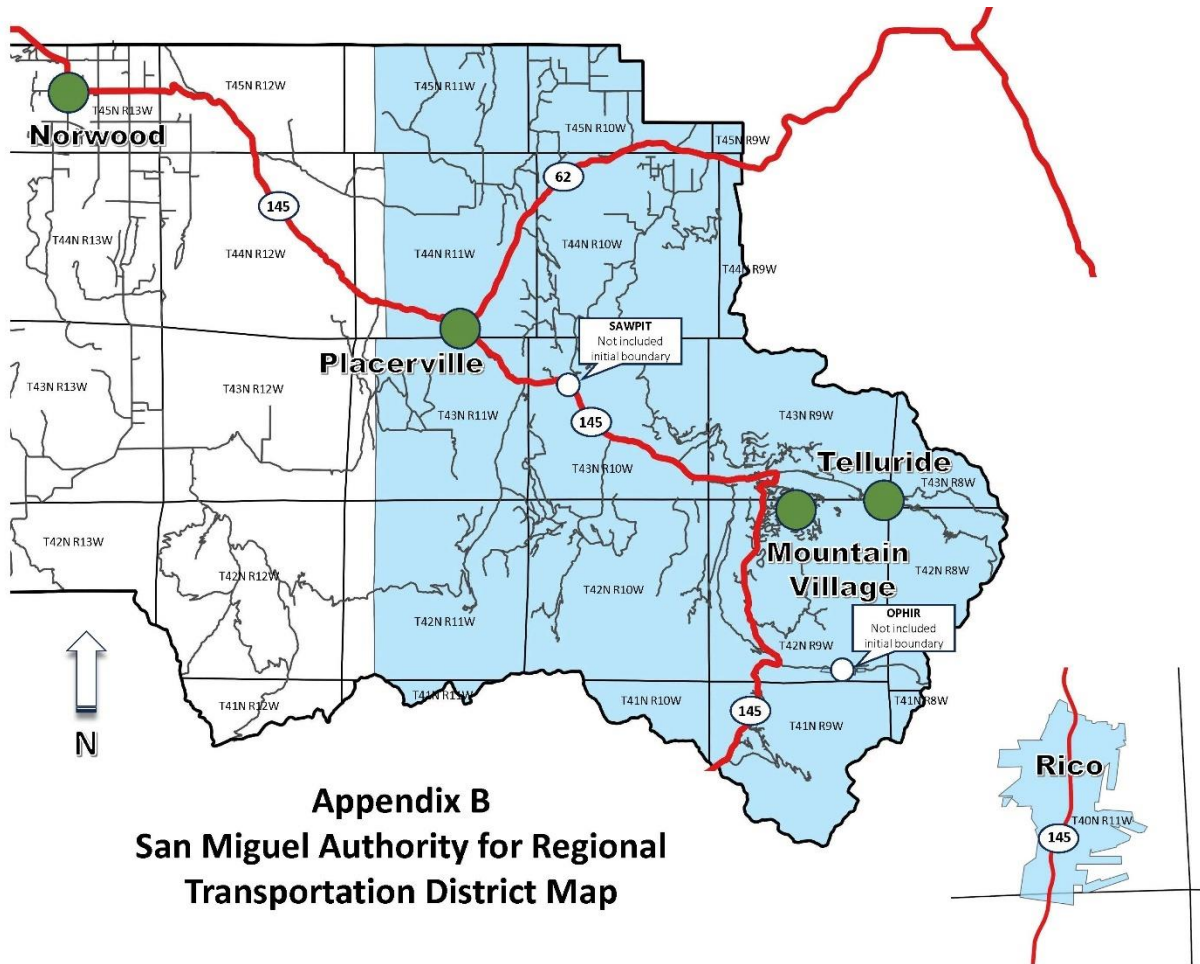
Date: \_\_\_\_\_

**APPENDIX A**  
**DETERMINATION OF BOUNDARIES OF THE AUTHORITY**

The Initial Boundaries of the Authority shall consist of:

1. If the Authority is approved by a majority of the registered electors of the Town of Telluride voting thereon at the Election, all territory within the Town of Telluride and all territory subsequently annexed to the Town of Telluride.
  
2. If the Authority is approved by a majority of the registered electors of the Town of Mountain Village voting thereon at the Election, all territory within the Town of Mountain Village and all territory subsequently annexed to the Town of Mountain Village.
  
3. If the Authority is approved by the majority of registered electors of the unincorporated territory of San Miguel County within election precincts (as defined of the date herein) existing within the Telluride R1 School District as defined in boundary map Appendix B, voting thereon at the Election.
  
4. If the Authority is approved by a majority of the registered electors of the Town of Rico voting thereon at the Election, all territory within the Town of Rico and all territory subsequently annexed into the Town of Rico.

**APPENDIX B  
MAP OF BOUNDARIES OF THE AUTHORITY**



**Appendix B  
San Miguel Authority for Regional  
Transportation District Map**



**APPENDIX C-1**  
**SAN MIGUEL COUNTY ESTABLISHMENT BALLOT QUESTION**

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES\_\_\_\_\_ NO\_\_\_\_\_

**APPENDIX C-2**  
**TOWN OF TELLURIDE ESTABLISHMENT BALLOT QUESTION**

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES\_\_\_\_\_ NO\_\_\_\_\_

**APPENDIX C-3**  
**TOWN OF MOUNTAIN VILLAGE ESTABLISHMENT BALLOT QUESTION**

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES\_\_\_\_\_ NO\_\_\_\_\_

**APPENDIX C-4**  
**TOWN OF MOUNTAIN VILLAGE FUNDING BALLOT QUESTION**

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND PROVIDED THAT THE REGISTERED ELECTORS OF THE TOWN OF TELLURIDE, THAT PORTION OF THE UNINCORPORATED AREA OF SAN MIGUEL COUNTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED SMART AND THE RESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE APPROVED SMART TO BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES \_\_\_\_\_ NO \_\_\_\_\_

**APPENDIX C-5  
TOWN OF RICO FUNDING BALLOT QUESTION**

BALLOT ISSUE [2]:

SHALL THE PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF RICO BE INCLUDED IN THE BOUNDARIES OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (SMART) AND BE SUBJECT TO THE SMART .75 MILL LEVY AND 0.25% SALES TAX FOR THE PURPOSES OF PROVIDING PUBLIC TRANSPORTATION BETWEEN RICO AND TELLURIDE AND ALLOWING RICO TO HA VE A SEAT ON THE SMART BOARD OF DIRECTORS?

YES \_\_\_\_\_ NO \_\_\_\_\_

## APPENDIX D INITIAL SERVICE PLAN

1. The Authority shall strive to deliver safe and reliable public transit services, and to consistently advocate and promote the use of multi-modal transit systems.
  
2. The Authority shall engage in comprehensive long range transportation planning under the direction of the San Miguel Authority for Regional Transportation Board with participation from the Advisory Committees and other regional stakeholders. Within the long range transportation planning process, an initial service plan shall be developed, which shall include but not be limited to the following elements:
  - a. Improved transit coordination, services and schedules;
  - b. A phased plan for transit related facilities and infrastructure;
  - c. A review and plan for specialized transit services, as outlined below (3-d).
  - d. Long term sustainable funding

The Initial Service Plan shall be subject to SMART Board Adoption.

3. The Authority shall consider enhancing or providing new transit services including but not limited to the following:
  - a. Transit serving Placerville/Down Valley, Norwood, Ridgway, Montrose, Ophir, Rico, and Cortez, including points between these jurisdictions.
  - b. Transit service for Lawson Hill and neighboring communities.
  - c. Transit service during shoulder season, special event, and Gondola backup between the towns of Telluride and Mountain Village.
  - d. Specialized services including paratransit, medical appointment, and senior transit.
  - e. Regional trail planning, construction and maintenance with an emphasis on the provision of multi-modal linkages and accessibility to and between transit services, neighboring communities and population centers.
  - f. Assuming intra-town services in a manner consistent with existing or improved levels of service subject to the agreement of the effected Member jurisdiction.
  - g. Funding for maintenance, repairs and improvement of the gondola aerial tramway system, between Mountain Village and Telluride consistent with the provisions of Section 6.02(f)(1) and 6.02(f)(2).

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION (SMART) AMENDING THE SMART INTERGOVERNMENTAL AGREEMENT**

**RESOLUTION 2024-11**

**WHEREAS**, the San Miguel Authority for Regional Transportation (“Authority”) was created pursuant to the San Miguel Authority for Regional Transportation Intergovernmental Agreement dated as of November 9, 2016 (the “SMART IGA”) (capitalized terms used but not defined in this Resolution have the meanings assigned to them in the SMART IGA); and

**WHEREAS**, the “SMART IGA” was amended in November of 2019 to allow for the inclusion of the Town of Rico as a member jurisdiction; and

**WHEREAS**, the Authority was formed for the purpose of financing, constructing, operating and maintaining an efficient and sustainable regional multi-modal transportation system; and

**WHEREAS**, the SMART IGA may be amended by resolution of the Board of the Authority pursuant to Article XI of the SMART IGA; and

**WHEREAS**, the SMART Board desires to adopt this Resolution in order to amend Section 7.01(a) to allow for sales and/or use tax collections up to the maximum allowed under state law, with voter approval; and

**WHEREAS**, the Town of Mountain Village approved the amendment of the SMART IGA as provided herein by Resolution of the Town Council adopted on April 25<sup>th</sup>, 2024; and

**WHEREAS**, the Town of Telluride approved the amendment of the SMART IGA as provided herein by Resolution of the Town Council adopted on April 30<sup>th</sup>, 2024; and

**WHEREAS**, San Miguel County approved the amendment of the SMART IGA as provided herein by Resolution of the Board of County Commissioners adopted on April 24<sup>th</sup>, 2024.

**WHEREAS**, the Town of Rico approved the amendment of the SMART IGA as provided herein by Resolution of the Town Board of Trustees adopted on May 15<sup>th</sup>, 2024.

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

**1. THAT**, AN AMENDMENT OF ARTICLE VII OF THE SMART IGA REGARDING THE COLLECTION OF SALES TAXES is approved. The text of Article 7, Section 7.01(a) of the SMART IGA shall be amended to read as follows:

*A sales or use tax or both up to the maximum allowed under state law with voter approval.*

**ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS 11<sup>TH</sup> DAY OF JULY, 2024**

\_\_\_\_\_  
 Joe Dillsworth,  
 Chairman, Board of Directors

Date: \_\_\_\_\_

I, the Secretary of the Board of Directors (the "Board") 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 July 11th, 2024; (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 the majority 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 14th, 2019, 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 11<sup>th</sup> day of July, 2024

\_\_\_\_\_  
 Lance Waring, Secretary to the Board



# AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



MEETING DATE: July 11<sup>th</sup>, 2024  
 AGENDA ITEM: 5  
 ACTION: SMART SOP Route Alternatives Work Session  
 SUBMITTED BY: Kari Distefano and Jason Miller of Fehr and Peers

## BACKGROUND INFORMATION/KEY POINTS:

### **Background Information:**

A survey went out to Board members and alternates on June 20<sup>th</sup> to collect input regarding the draft list of route improvements that was presented at the May board meeting. The results of the survey were intended to refine the project list and structure the discussion for the upcoming work session. The survey got seven responses.

### **Key Points:**

Based on the survey data, the following are takeaways:

Most respondents considered impacts to ridership and estimated operating costs to be the most important criteria when evaluating projects.

Most respondents are in favor of combining the Lawson Hill and Lawson Hill/Mountain Village and Norwood and Down Valley routes, although one respondent would like to have more information before fully committing.

Respondents suggest focusing on projects that increase ridership and provide appropriate frequency and timing. They would also like to see projects that support workers in Telluride, Mountain Village, and the surrounding areas.

There is a preference for focusing on more feasible and impactful projects.

In response to the question “Are there any projects you believe should be eliminated from the draft project list?”, the following comments resulted:

- Eliminate airport service from consideration.
- Delay serving the medical center until it is under construction.
- Eliminate areas like Ski Ranches and Pioneer Village unless they can be funded by grants.

Most respondents supported the option of “Our team comes to the board with recommendations on what to eliminate from the list and what to prioritize and we have a discussion to refine those recommendations.” But there were two requests for a walkthrough of all projects.

There was one suggestion that we wait until we see the results of the ballot initiative until we plan any costly expansions.

**DISCUSSION:**

Based on the Fehr and Peers scenarios, which route improvements should be supported and prioritized?

**SUPPORTING INFORMATION:**

Results of the survey are included in this packet.

**FISCAL IMPACT:**

Fiscal impact will be based on the cost of the routes that the Board would like to prioritize.

**ADVANTAGES:**

Advantages and disadvantages of each improvement suggestion will be evaluated by the Board based on the following criteria:

**DISADVANTAGES:**

NA

**ANALYSIS/RECOMMENDATION:**

Final recommendations will be offered by Fehr and Peers based on the July 11<sup>th</sup> discussion.

**ATTACHMENTS:**

Included in this packet is a copy of the results of the survey sent to Board members and alternates.

# SMART Board - July Workshop Pre-Survey

7 Responses

431:59 Average time to complete

Active Status

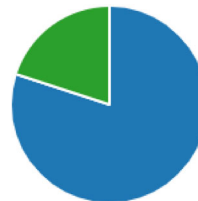
- Each project in the draft list was evaluated by the five criteria listed below. All of these criteria will be used as one method of prioritizing projects. However, often these criteria can be at odds with each other so it is important to establish what the top 1-2 criteria are to better guide decision making on refining and assigning priorities to the project list.

Please rank these criteria from which you think is the most important criteria for a project to meet to least important. Please see the memo linked about for longer descriptions of each criteria.



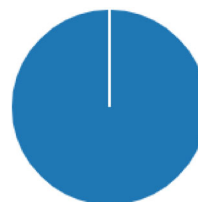
- At this time, what are your thoughts on moving forward with the combination of the Lawson Hill and Mountain Village routes into a year-round service resembling the current off-season route?

- I am in favor of moving forward ... 4
- I am not in favor of moving for... 0
- I need more information about t... 1
- Other 0



- At this time, what are your thoughts on moving forward with the combination of the Down Valley and Norwood routes into a singular service?

- I am in favor of moving forward ... 5
- I am not in favor of moving for... 0
- I need more information about t... 0
- Other 0



- Are there any projects missing from the draft project list that you would like to see added?  
(Please reference the ID numbers in the project list table for clarity.)

1 Responses

Latest Responses

5. Are there any projects you believe should be eliminated from the draft project list?  
(Please reference the ID numbers in the project list table for clarity.)

4  
Responses

Latest Responses

"I feel that a Norwood to Mountain Village route (ID 29) is redundant as long...  
"Eliminate airport service from consideration. Don't worry about serving med..."

6. Which projects do you see as top priorities for SMART over the next 5 years? (Pick up to 5)  
(Please reference the ID numbers in the project list table for clarity.)

5  
Responses

Latest Responses

"ID 10, 14, 3, 1 "  
"2, 4, 14, 17"  
"Pass the bond measure this fall. Don't add any expensive changes to service ..."

7. What other thoughts do you have on the draft project list that you would like us to know ahead of the July work session?

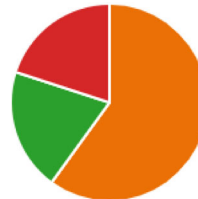
3  
Responses

Latest Responses

"Just appreciate all the work that has gone into it so far. "

8. Please rank the following options for the structure of the July work session based on what you believe will be most helpful in refining and prioritizing the draft project list. We will be going over the results of this survey as part of any of the following options.

- Walk through the draft projects ... 0
- Our team comes to the board w... 3
- Our team reorganizes the draft ... 1
- Other 1



9. Do you have any other thoughts about how to make the July work session productive?

3  
Responses

Latest Responses

"To simplify and expedite decision-making, I hope the team winnows the choi..."

<p>Each project in the draft list was evaluated by the five criteria listed below. All of these criteria will be used as one method of prioritizing projects. However, often these criteria can be at o...</p>	<p>At this time, what are your thoughts on moving forward with the combination of the Lawson Hill and Mountain Village routes into a year-round service resembling the current off-season route?</p>	<p>At this time, what are your thoughts on moving forward with the combination of the Down Valley and Norwood routes into a singular service?</p>	<p>Are there any projects missing from the draft project list that you would like to see added? (Please reference the ID numbers in the project list table for clarity.)</p>	<p>Are there any projects you believe should be eliminated from the draft project list? (Please reference the ID numbers in the project list table for clarity.)</p>	<p>Which projects do you see as top priorities for SMART over the next 5 years? (Pick up to 5) (Please reference the ID numbers in the project list table for clarity.)</p>	<p>What other thoughts do you have on the draft project list that you would like us to know ahead of the July work session?</p>	<p>Please rank the following options for the structure of the July work session based on what you believe will be most helpful in refining and prioritizing the draft project list. We will be going ov...</p>	<p>Do you have any other thoughts about how to make the July work session productive?</p>
1								
2								
<p>Estimated Operating Costs;Estimated Capital Costs;Impacts to Ridership;Improvements to Passenger Ease of Use;Impacts to Travel Time;</p>	<p>I am in favor of moving forward with this project</p>	<p>I am in favor of moving forward with this project</p>		<p>3, 6, 12, 13, 22, 30</p>	<p>2, 5, 14,</p>	<p>Discuss which routes should go to Gondola in Telluride. Focus on bus stop improvements.</p>	<p>Our team comes to the board with recommendations on what to eliminate from the list and what to prioritize and we have a discussion to refine those recommendations.</p>	<p>In person</p>
<p>Estimated Operating Costs;Impacts to Ridership;Estimated Capital Costs;Impacts to Travel Time;Improvements to Passenger Ease of Use;</p>	<p>I need more information about this project</p>	<p>I am in favor of moving forward with this project</p>	<p>No</p>	<p>I think all projects have a reason for being on the list...would like to discuss as a board.</p>	<p>All projects that increase ridership and provide appropriate frequency and timing to support the workers in Telluride, Mountain Village and surrounding area. I think the specific projects will become apparent at the work session.</p>	<p>The true Current Annual Operating Cost of ID 1. I sent an email with my question.</p>	<p>A combination of 1 &amp; 2 above</p>	<p>I think it would be beneficial to have the work session where the board walks through the projects one by one, in the priority order of the team. Then deal with the line items that the team deems should be eliminated.</p>
<p>Impacts to Ridership;Estimated Operating Costs;Estimated Capital Costs;Improvements to Passenger Ease of Use;Impacts to Travel Time;</p>	<p>I am in favor of moving forward with this project</p>	<p>I am in favor of moving forward with this project</p>		<p>Eliminate airport service from consideration. Don't worry about serving med center until it's actually under construction Unless residents have a parking option near the highway, I don't foresee Ski Ranches generating many riders. Same with Pioneer Village stop. If the infrastructure were built--perhaps with grant money?--that would be worth considering. Otherwise, strike it from the list for now.</p>	<p>Pass the bond measure this fall. Don't add any expensive changes to service until we know if that happens. If so, combining service to Lawson/MtV and Downvalley/Norwood makes more sense. (I'd like to go back to the first question and tie it to this answer but I can't figure out how to back up the survey.)</p>		<p>Our team comes to the board with recommendations on what to eliminate from the list and what to prioritize and we have a discussion to refine those recommendations.</p>	<p>To simplify and expedite decision-making, I hope the team winnows the choices for the board based on this survey and their professional expertise.</p>
6	<p>I am in favor of moving forward with this project</p>	<p>I am in favor of moving forward with this project</p>			<p>2, 4, 14, 17</p>	<p>Just appreciate all the work that has gone into it so far.</p>	<p>Our team comes to the board with recommendations on what to eliminate from the list and what to prioritize and we have a discussion to refine those recommendations.</p>	

Impacts to  
Ridership;Improvements to  
Passenger Ease of  
Use;Impacts to Travel  
Time;Estimated Operating  
7 Costs;Estimated Capital Costs;

I am in favor of moving  
forward with this project

I am in favor of moving  
forward with this project

I feel that a Norwood to  
Mountain Village route (ID  
29) is redundant as long as  
the Norwood bus an  
coordinate transfers with the  
bus going to Mountain  
Village. ID 10, 14, 3, 1

Our team reorganizes the  
draft projects into three  
distinct scenarios and we  
structure the discussion  
around comparing these  
scenarios and developing a  
preferred scenario.

# MEMORANDUM

Date: July 9, 2024  
 To: Kari Distefano & David Averill, San Miguel Authority for Regional Transportation  
 From: Sydney Provan AICP, Jason Miller, & Maggie Ostwald - Fehr & Peers  
 Subject: **SMART Strategic Operating Plan – Draft Project List Evaluation**

DN23-0791

This technical memorandum provides an evaluation of the draft list of projects for SMART's 2024 Strategic Operating Plan. Draft projects were developed from public input from a community survey and direct community communication with SMART as well as from findings from an analysis of SMART's current operations. This memorandum will later be integrated as a chapter in the final Strategic Operating Plan report.

## Project Evaluation Criteria

Draft projects were evaluated based on the following 5 criteria:

- **Estimated Operating Cost**  
 For applicable projects, the additional annual operating cost for a new service or improvement of an existing service were calculated based on additional hours and days of operation based on the specific improvement and an assumption of \$100.75/hour operating cost for fixed-route buses and \$20/hour operating cost for vanpool.
- **Improvements to Passenger Ease of Use**  
 Passenger ease of use serves as a qualitative measure, indicating whether a project enhances a service to be more intuitive for riders, minimizes the need for transfers during a trip, responds to common requests from the community, or provides other qualitative enhancements to the rider experience.
- **Estimated Capital Costs**  
 For applicable projects, planning level capital cost estimates were developed for needed additional buses, stop and bus turn around improvements, and other eventual capital costs.
- **Potential Impacts to Ridership**  
 Potential impacts to ridership is a high-level assessment of the likelihood that a particular project will increase ridership based on increased frequency of buses, new connections
- **Impacts to Transit Travel Times**  
 For applicable projects, the estimated impact to travel times of the relevant transit trips were calculated.



# Operations Recommendations

This section includes tables of improvements to operations, their associated operating and capital costs and likely impacts to the evaluation criteria described above. The tables are separated by routes.

## Lawson Hill, Mountain Village, and Off-Season Routes

ID	Potential Improvement	Benefits	Challenges	Current Annual Operating Cost	Additional Annual Operating Cost <sup>1</sup>	Total Annual Operating Cost	Improvements to Passenger Ease of Use	Redundant Recommendations (only one or the other of these recommendations will be carried forward)	Additional Buses Required	Estimated Capital Costs	Potential Increase to Ridership	Impacts to Transit Travel Times
Combination of Lawson Hill & Mountain Village Routes												
1	Make the “off-season” route year-round by combining the existing Lawson Hill and Mountain Village Routes (requires 2 busses)	<ul style="list-style-type: none"> <li>• Provide a more intuitive experience for riders</li> <li>• Streamline operations</li> <li>• The Off-season Express route would still operate during Gondola closures to provide additional replacement service</li> </ul>	<ul style="list-style-type: none"> <li>• Requires additional tax revenue</li> </ul>	\$795,000	\$228,000	\$1,023,000	Streamlining of schedules and services  Major increase in frequency	2-8			High	
Lawson Hill Route												
2	Increase to 45-minute Frequency All Day	<ul style="list-style-type: none"> <li>• Provide a higher level of service for riders all day</li> <li>• Provide missing midday service to make the route function better as a local circulator for non-commute type trips</li> </ul>	<ul style="list-style-type: none"> <li>• Requires additional tax revenue</li> </ul>	\$400,000	\$129,000	\$529,000	Major increase in frequency	1, 3			High	
3	Increase to 30-minute Frequency	<ul style="list-style-type: none"> <li>• Provide a higher level of service for riders all day</li> <li>• Provide missing midday service to make the route function better as a local circulator for non-commute type trips</li> </ul>	<ul style="list-style-type: none"> <li>• Requires additional tax revenue</li> </ul>	\$400,000	\$560,000	\$960,000	Major increase in frequency	1, 2	1		High	

<sup>1</sup> Cost estimates are in 2024 dollars and do not reflect inflation over time.





ID	Potential Improvement	Benefits	Challenges	Current Annual Operating Cost	Additional Annual Operating Cost <sup>1</sup>	Total Annual Operating Cost	Improvements to Passenger Ease of Use	Redundant Recommendations (only one or the other of these recommendations will be carried forward)	Additional Buses Required	Estimated Capital Costs	Potential Increase to Ridership	Impacts to Transit Travel Times
Lawson Hill Route (continued)												
4	Route to Stop at Gondola instead of Court House	<ul style="list-style-type: none"> <li>Provides a direct connection to transfer at the Gondola</li> <li>Reduces congestion at the Court House bus stop</li> </ul>	<ul style="list-style-type: none"> <li>Adds up to 4 minutes to route in the eastbound direction and 7 minutes in the westbound direction</li> <li>Would require two buses to operate</li> <li>Would require rebuild of the Gondola Station area if route switches to running large busses</li> </ul>	\$400,000	\$146,000	\$546,000	Creates direct transfer to Gondola	1, 27	1	\$15-20K	Medium	11 additional minutes/round trip
5	Add an additional run at night to expand the service hours from 6:25 AM-10:40 PM to 6:25 AM-11:25 PM	<ul style="list-style-type: none"> <li>Provide an additional late-night service</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> </ul>	\$400,000	\$31,000	\$431,000	Minor increase in frequency	1			Low	
6	Extend Lawson Hill Route on the weekend Bridal Veil Trailhead in the summer	<ul style="list-style-type: none"> <li>Provide service to the popular trailheads on summer weekends</li> <li>Alleviate some of the parking demand at the trailheads</li> </ul>	<ul style="list-style-type: none"> <li>Requires significant infrastructure investments for bus stops and bus turnarounds before this bus connection is feasible</li> <li>Requires significant financial partnerships with the forest service and others to be feasible</li> </ul>	\$400,000	\$7,000	\$407,000	New stop	1		\$1 million+	Low	
Mountain Village Route												
7	Provide Weekend Service (Improvement already covered if routes are combined.)	<ul style="list-style-type: none"> <li>Provide new weekend service to accommodate shift and service worker schedules and non-commute type trips</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> </ul>	\$89,000	\$48,000	\$137,000	New weekend service	1			Medium	
8	Add Two Midday Runs (Improvement already covered if routes are combined.)	<ul style="list-style-type: none"> <li>Provide missing midday service to make the route function better as a local circulator for non-commute type trips</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> </ul>	\$89,000	\$56,000	\$145,000	Major increase in frequency	1			Medium	



## Rico Route

ID	Potential Improvement	Benefits	Challenges	Current Annual Operating Cost	Additional Annual Operating Cost <sup>2</sup>	Total Annual Operating Cost	Improvements to Passenger Ease of Use	Redundant Recommendations (only one or the other of these recommendations will be carried forward)	Additional Buses Required	Estimated Capital Costs	Potential Increase to Ridership	Impacts to Transit Travel Times
9	Route to Stop at Gondola instead of Court House	<ul style="list-style-type: none"> <li>Provides a direct connection to transfer at the Gondola</li> <li>Reduces congestion at the Court House bus stop</li> </ul>	<ul style="list-style-type: none"> <li>Adds up to 4 minutes to route in the eastbound direction and 7 minutes in the westbound direction</li> <li>Would require two buses to operate</li> </ul>	\$53,000	\$2,000	\$55,000	Creates direct transfer to Gondola	27		\$15-20K	Medium	5 additional minutes/round trip
10	Add an additional run from Telluride (3:30 PM) to Rico (4:15 PM) and from Rico (4:30 PM) to Telluride (5:15 PM)	<ul style="list-style-type: none"> <li>Provide and earlier service back to Rico to accommodate teachers, staff, and students</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> </ul>	\$53,000	\$45,000	\$98,000	Major increase in frequency				Medium	
11	Add Stop at Lawson Hill Park n' Ride for and align with Mountain Village Route for a timed transfer	<ul style="list-style-type: none"> <li>Provides a more direct route to for Rico riders to Mountain Village</li> </ul>	<ul style="list-style-type: none"> <li>May not be a significantly shorter trip than taking the bus to Telluride and riding the Gondola</li> </ul>	\$53,000	\$10,000	\$63,000	New stop				Low	20 additional minutes/round trip
12	Provide Weekend Service	<ul style="list-style-type: none"> <li>Would provide for non-traditional commutes and other non-work trips between Rico and Telluride.</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> </ul>	\$53,000	\$18,000	\$71,000	New weekend service				Low	
13	Add two stops at Ski Ranches	<ul style="list-style-type: none"> <li>Provides service from Ski Ranches to Telluride</li> </ul>	<ul style="list-style-type: none"> <li>Adds up to 15 minutes to the route in each direction</li> <li>Creates longer trip for Rico riders</li> </ul>	\$53,000	\$15,000	\$68,000	New stops			\$50-100K	Low	30 additional minutes/round trip

<sup>2</sup> Cost estimates are in 2024 dollars and do not reflect inflation over time.



### Down Valley & Norwood Routes

ID	Potential Improvement	Benefits	Challenges	Current Annual Operating Cost	Additional Annual Operating Cost <sup>3</sup>	Total Annual Operating Cost	Improvements to Passenger Ease of Use	Redundant Recommendations (only one or the other of these recommendations will be carried forward)	Additional Buses Required	Estimated Capital Costs	Potential Increase to Ridership	Impacts to Transit Travel Times
Combination of Down Valley & Norwood Routes												
14	Combine Down Valley & Norwood Routes	<ul style="list-style-type: none"> <li>• Make route planning more intuitive for rides of both routes</li> <li>• Double the frequency of buses to Norwood</li> <li>• Simplify operations by eliminating coordinating the two routes separately</li> <li>• Adjust timing of trips to provide more options for all riders</li> </ul>	<ul style="list-style-type: none"> <li>• Could require a financial partnership with the Town of Norwood (and Montrose County for more runs to Nucla/Naturita).</li> </ul>	\$382,000	\$135,000	\$517,000	Streamlining of schedules and services  Major increase in frequency	16 - 23			High	
15	Increase combined Down Valley & Norwood Route to 10 Round Trips/Day	<ul style="list-style-type: none"> <li>• Increase the number of round trips from 7 (existing runs of Down Valley &amp; Norwood Routes combined)</li> <li>• Provide additional midday and evening service requested through community input</li> </ul>	<ul style="list-style-type: none"> <li>• Requires additional tax revenue</li> <li>• Could require a financial partnership with the Town of Norwood.</li> </ul>	\$382,000	\$224,000	\$606,000	Major increase in frequency	16 - 23			High	
Down Valley Route												

<sup>3</sup> Cost estimates are in 2024 dollars and do not reflect inflation over time.



ID	Potential Improvement	Benefits	Challenges	Current Annual Operating Cost	Additional Annual Operating Cost <sup>3</sup>	Total Annual Operating Cost	Improvements to Passenger Ease of Use	Redundant Recommendations (only one or the other of these recommendations will be carried forward)	Additional Buses Required	Estimated Capital Costs	Potential Increase to Ridership	Impacts to Transit Travel Times
16	Add One Round Trip of Down Valley Weekend Service  (If routes are combined, increase weekend service of combined route from 1 trip [existing] to 2 trips per day.)	<ul style="list-style-type: none"> <li>Accommodate shift and service work commute trips</li> <li>Accommodate non-work trips on weekends</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> </ul>	\$166,000	\$16,000	\$182,000	Minor increase in frequency	14, 15			Low	
<b>Norwood Route</b>												
17	Extend one round trip of Down Valley Route to Norwood (Improvement already covered if routes are combined.)  Norwood (7:50 AM) to Telluride (9:10 AM) and Telluride (6:30 PM) to Norwood (7:40 PM)	<ul style="list-style-type: none"> <li>Provide an additional trip between Telluride and Norwood</li> </ul>	<ul style="list-style-type: none"> <li>Could require a financial partnership with the Town of Norwood (and Montrose County for more runs to Nucla/Naturita).</li> </ul>	\$216,000	\$35,000	\$251,000	Minor increase in frequency	14, 15	1		High	
18	Add a from Norwood (6:35 AM) to Telluride (7:45 AM)  (Improvement already covered if routes are combined.)	<ul style="list-style-type: none"> <li>Provide an option for riders with earlier work schedules</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> <li>Could require a financial partnership with the Town of Norwood (and Montrose County for more runs to Nucla/Naturita).</li> </ul>	\$216,000	\$17,000	\$233,000	Minor increase in frequency	14, 15	1		Medium	
19	Additional Evening Run  Telluride (9:00 PM) to Norwood (10:10 PM) and Norwood (10:10 PM) to Telluride (11:25 PM)	<ul style="list-style-type: none"> <li>Accommodate commute trips for those with later work schedules</li> <li>Accommodate staying in town later for events or dinner</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> <li>Could require a financial partnership with the Town of Norwood.</li> </ul>	\$216,000	\$75,000	\$291,000	Minor increase in frequency	14, 15			Medium	



ID	Potential Improvement	Benefits	Challenges	Current Annual Operating Cost	Additional Annual Operating Cost <sup>3</sup>	Total Annual Operating Cost	Improvements to Passenger Ease of Use	Redundant Recommendations (only one or the other of these recommendations will be carried forward)	Additional Buses Required	Estimated Capital Costs	Potential Increase to Ridership	Impacts to Transit Travel Times
20	Additional Afternoon Run Telluride (4:00 PM) to Norwood (5:10 PM) and Norwood (5:10 PM) to Telluride (6:20 PM)	<ul style="list-style-type: none"> <li>• Provide and earlier service back to Rico to accommodate teachers, staff, and students</li> </ul>	<ul style="list-style-type: none"> <li>• Requires additional tax revenue</li> <li>• Could require a financial partnership with the Town of Norwood</li> </ul>	\$216,000	\$75,000	\$291,000	Minor increase in frequency	14, 15			Medium	
21	Adjust 5:15 PM Run to Leave Telluride Town Park at 6:00 PM instead	<ul style="list-style-type: none"> <li>• Provide additional timing for those who cannot make the earlier bus</li> <li>• Eliminate the overlap that occurs with the earlier run</li> <li>• Reduce congestion at the Courthouse bus stop</li> </ul>	<ul style="list-style-type: none"> <li>• Changes timing for those already used to catching the 5:15 PM bus</li> </ul>	216000	N/A	\$216,000	Greater spacing in time between similar trips				Low	
Norwood Route (continued)												
22	Add Two Rivers Stop on Weekend Norwood Runs	<ul style="list-style-type: none"> <li>• Provide new weekend service to Two Rivers area</li> <li>• Serve new planned developments in this area better once they are constructed</li> </ul>	<ul style="list-style-type: none"> <li>• Adds an additional 10 minutes to the Norwood trip</li> <li>• Potential ridership in this area is likely very low until new developments are constructed</li> </ul>	\$216,000	\$4,000	\$220,000	New weekend service				Low	10 additional minutes/round trip
23	Add a Midday Run to Weekend Service	<ul style="list-style-type: none"> <li>• Accommodate shift and service work commute trips</li> <li>• Accommodate non-work trips on weekends</li> </ul>	<ul style="list-style-type: none"> <li>• Requires additional tax revenue</li> <li>• Could require a financial partnership with the Town of Norwood.</li> </ul>	\$216,000	\$30,000	\$246,000	Minor increase in frequency				Low	
Nucla/Naturita Route												
24	Additional Weekday Roundtrip	<ul style="list-style-type: none"> <li>• Provide additional trip options for riders coming from Nucla &amp; Naturita</li> </ul>	<ul style="list-style-type: none"> <li>• Could require a financial partnership Montrose County.</li> </ul>	\$107,000	\$16,000	\$147,000	Major increase in frequency				Medium	
25	Extend Weekend Norwood Service to Nucla/Naturita	<ul style="list-style-type: none"> <li>• Provide additional trip options for riders coming from Nucla &amp; Naturita</li> </ul>	<ul style="list-style-type: none"> <li>• Could require a financial partnership Montrose County.</li> </ul>	\$107,000	\$16,000	\$123,000	New weekend service				Low	
26	Add Stop on Nucla/Naturita Runs at the Pioneer Village Subdivision	<ul style="list-style-type: none"> <li>• Provide better transit access to this subdivision</li> </ul>	<ul style="list-style-type: none"> <li>• Requires significant infrastructure improvements for bus pull outs and pedestrian crossings before a stop at this location would be viable</li> </ul>	\$107,000	\$10,000	\$117,000	New stop			\$1 million+	Low	20 additional minutes/round trip



## Other Operating Improvements

These other operating improvements include new routes and a new stop that impacts multiple routes.

ID	Potential Improvement	Benefits	Challenges	Estimated Annual Operating Cost <sup>4</sup>	Improvements to Passenger Ease of Use	Additional Buses Required	Estimated Capital Costs	Potential Increase to Ridership
Potential New Routes								
27	All routes to Terminate at Gondola instead of Court House	<ul style="list-style-type: none"> <li>Provides a direct connection to transfer at the Gondola</li> <li>Reduces congestion at the Court House bus stop</li> </ul>	<ul style="list-style-type: none"> <li>Adds up to 5 minutes to the route time</li> </ul>	Long-term - Evaluate operating cost closer to implementation of necessary capital improvements	Creates direct transfer to Gondola		\$300k-400k	Medium
28	New Vanpool Service to Ophir	<ul style="list-style-type: none"> <li>Provide a service for commuters into Telluride or Mountain Village from Ophir</li> </ul>	<ul style="list-style-type: none"> <li>Identify volunteer drivers and adequate number of riders committed to the vanpool</li> </ul>	\$ 5,000	New service	1 van		Low
29	New bus route between Norwood and Mountain Village	<ul style="list-style-type: none"> <li>Single seat ride between Norwood, Down Valley, and Mountain Village</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional tax revenue</li> <li>Could require a financial partnership with the Town of Norwood (and Montrose County for more runs to Nucla/Naturita)</li> <li>May not provide significant travel time increases over connecting to Mountain Village via the Gondola or the Mountain Village route at the Lawson Hill Park N' Ride</li> <li>Duplicates a lot of existing service on Norwood &amp; Down Valley Routes</li> </ul>	\$ 70,000	New service	1		Low
30	New Route to Telluride Airport and Aldasoro Ranches	<ul style="list-style-type: none"> <li>3 round trips per day between Telluride and the Telluride Airport aligning with some flight times</li> </ul>	<ul style="list-style-type: none"> <li>Likely infeasible due to variability in flight schedules and frequency required to serve these trips</li> <li>Requires additional tax revenue</li> <li>Already served by local shuttle company</li> </ul>	\$ 84,000	New service	1		Low
Additional Stop to Existing Routes								
31	Add Stop at Future Medical Center at Society Turn	<ul style="list-style-type: none"> <li>Connect nearby existing bus routes directly with the medical center to provide convenient access to medical services</li> </ul>	<ul style="list-style-type: none"> <li>Will require some adjustments to existing bus schedules</li> <li>May require additional infrastructure investments in the bus stop and bus turn around at the medical center</li> </ul>	Long-term - Evaluate operating cost closer to implementation of necessary capital improvements	New stop		35-50k	Medium

<sup>4</sup> Cost estimates are in 2024 dollars and do not reflect inflation over time.



## Other Recommendations

This section provides recommended capital improvements and improvements to SMART's current marketing and information efforts.

### Capital Improvements

Route	Potential Improvement	Notes	Estimated Implementation Cost <sup>5</sup>
<b>All</b>	Bus stop improvements program	Begin implementation of a bus stop improvement program	\$2 million - \$2.5 million
<b>Norwood/Nucla/Naturita</b>	Partner to expand bus barn in Norwood	Partner with different agencies to expand the existing bus barn in Norwood to create greater capacity and improved amenities for bus storage	\$2 million - \$2.5 million
<b>Rico</b>	Bus barn in Rico	SMART plans to contribute money to the construction of a Rico new a bus barn in Rico as part of a larger city project	\$200,000
<b>All</b>	Improved Maintenance & Operations Facilities	<ul style="list-style-type: none"> <li>• Renovations of Lawson Hill property: <b>5 year timeline</b></li> <li>• Construction of a new facility on property in Ilium: <b>&gt;5 year timeline</b></li> </ul>	Lawson Hill Facility: \$3 million - \$5 million  Ilium Facility: \$15 million - \$20 million

<sup>5</sup> Cost estimates are in 2024 dollars and do not reflect inflation over time.



## Marketing & Information Improvements

Route	Potential Improvement	Notes	Estimated Implementation Cost <sup>6</sup>
All	Improve & Standardize Bus Schedules	Simplifying and standardizing route schedules can <b>make riding the bus more intuitive</b> , especially for new or infrequent riders.	\$10,000
All	Improve & Advertise Trip Planning App	Many survey responses commented on the trip planning app. Either respondents did not know there was an app, or they were commenting on the limited functionality of the existing app. Improvements and greater marketing of the app will <b>help riders plan their trips and feel confident riding the bus.</b>	\$20,000

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<sup>6</sup> Cost estimates are in 2024 dollars and do not reflect inflation over time.

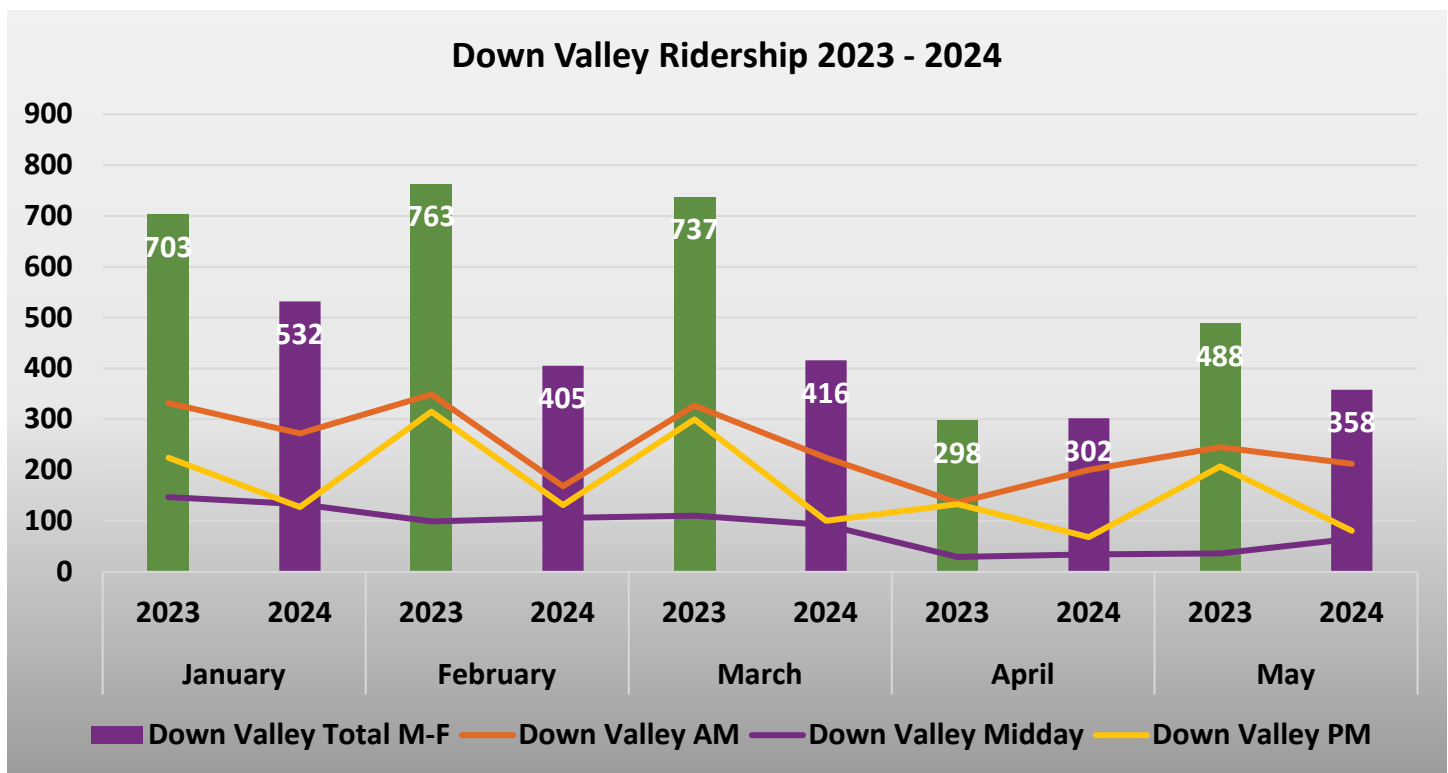


• **Fare Free July and August**

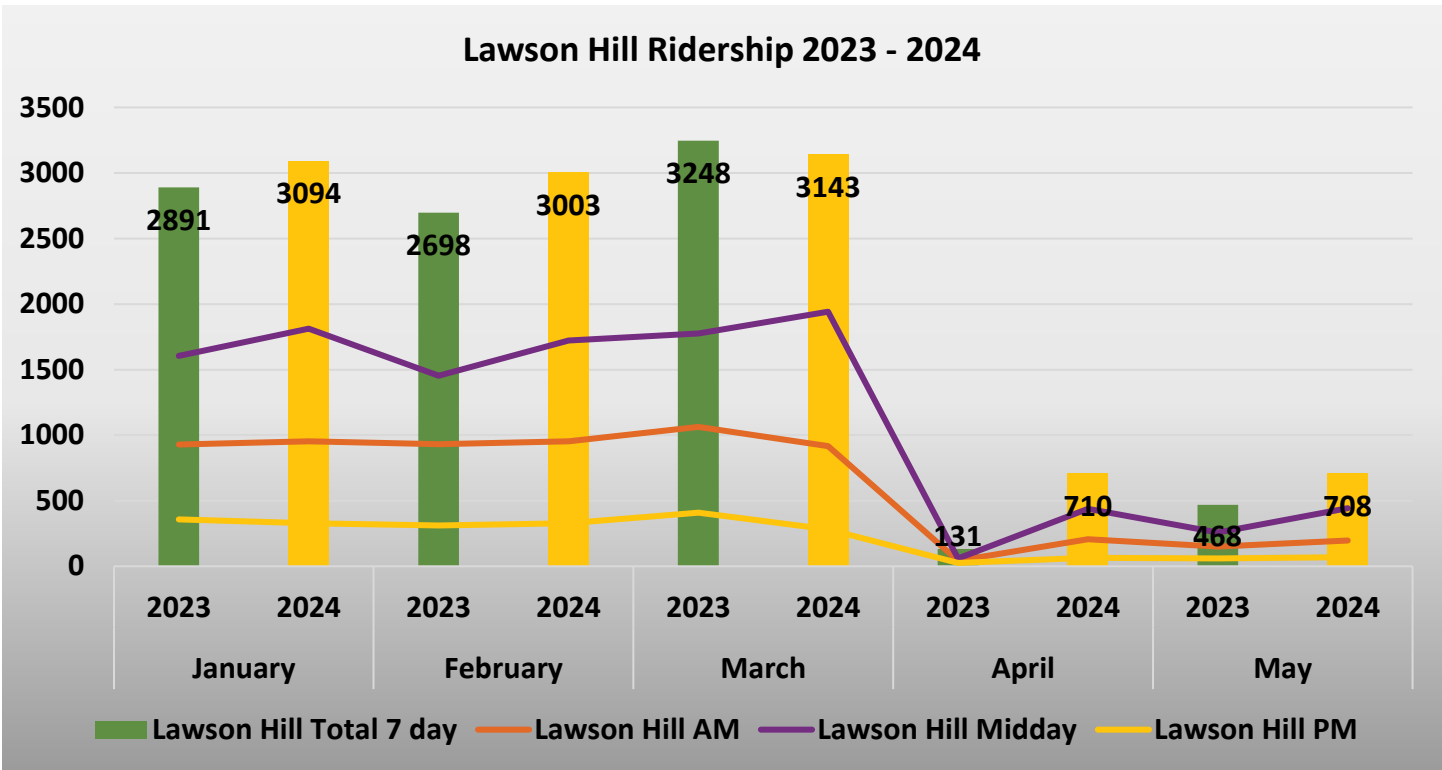
S.M.A.R.T. will be offering free service during the months of July and August. This offer is part of a statewide effort to reduce ground-level ozone during the summer months when air pollution is typically at its highest. S.M.A.R.T. has participated in this program during August for the last two years, but this year, we are expanding the program to include July. An Ozone Season Transit Grant from CASTA will cover the loss of fare revenue during this time. We hope that people will take advantage this program to use our buses. In addition to reducing air pollution, bus usage also decreases congestion on the Spur during the busy summer season.

• **Ridership**

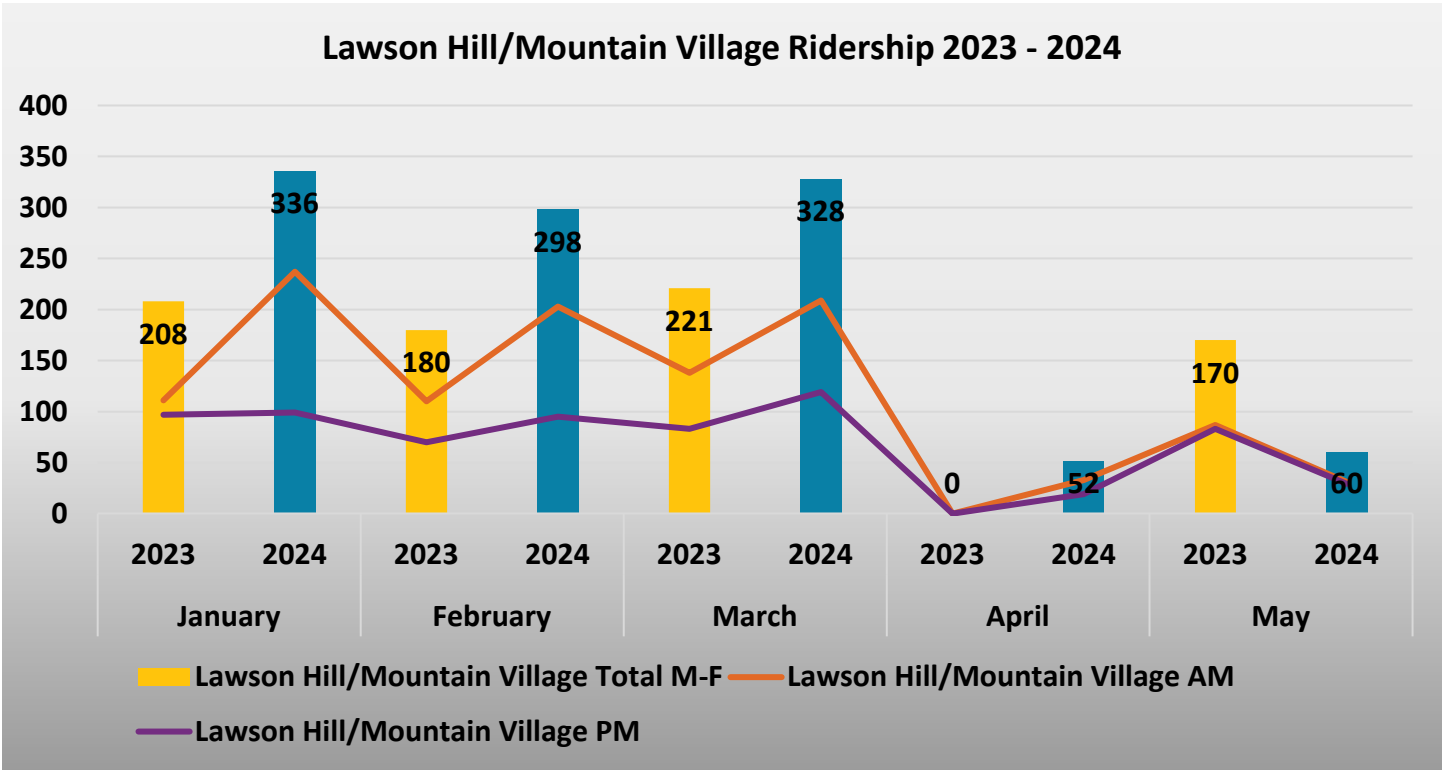
Ridership graphs in this report illustrate 2024 ridership compared to 2023 ridership. There are notes accompanying each graph.



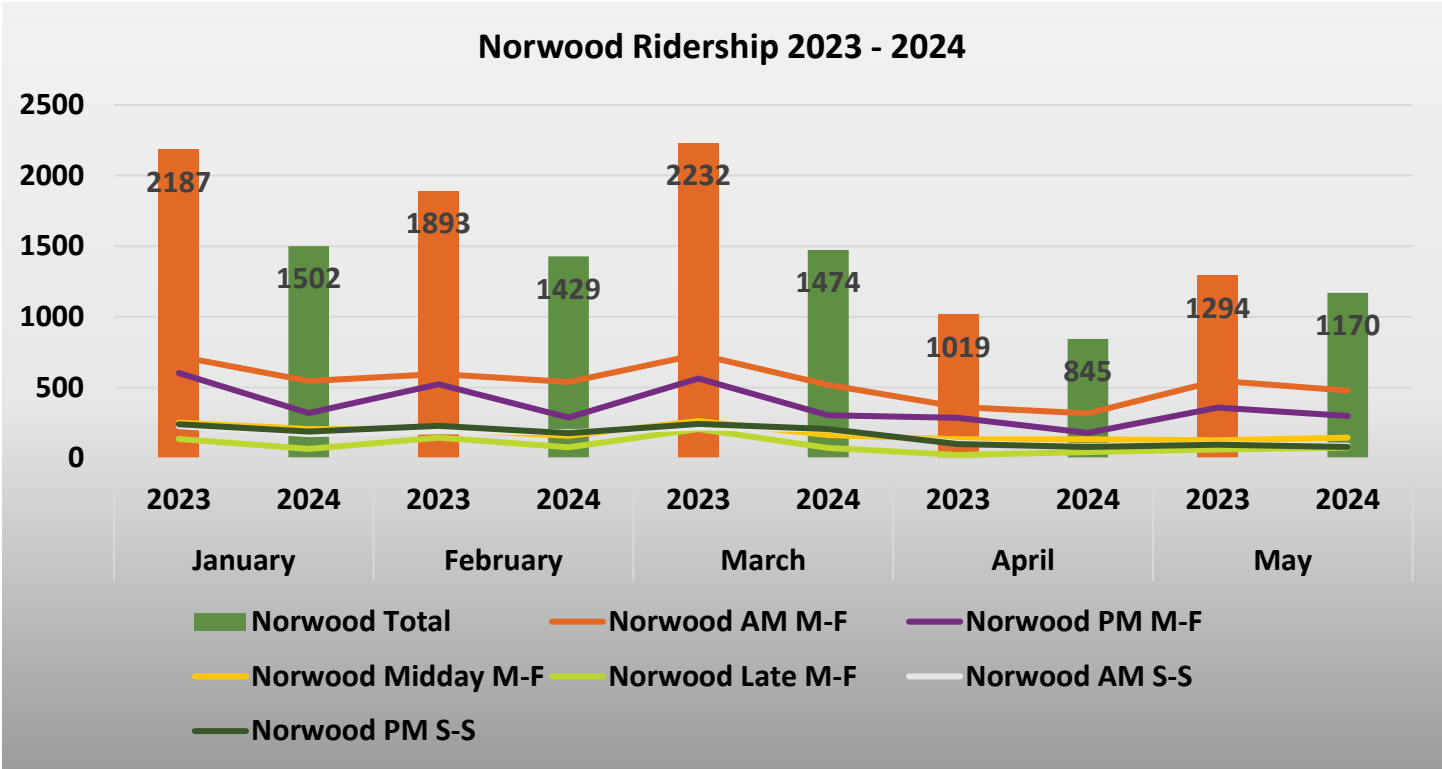
Except for the month of April, ridership on the Down Valley Route was consistently higher in 2023 than this 2024. A more careful examination of where people are getting on and off will be worth while. That may tell us something about what has changed.



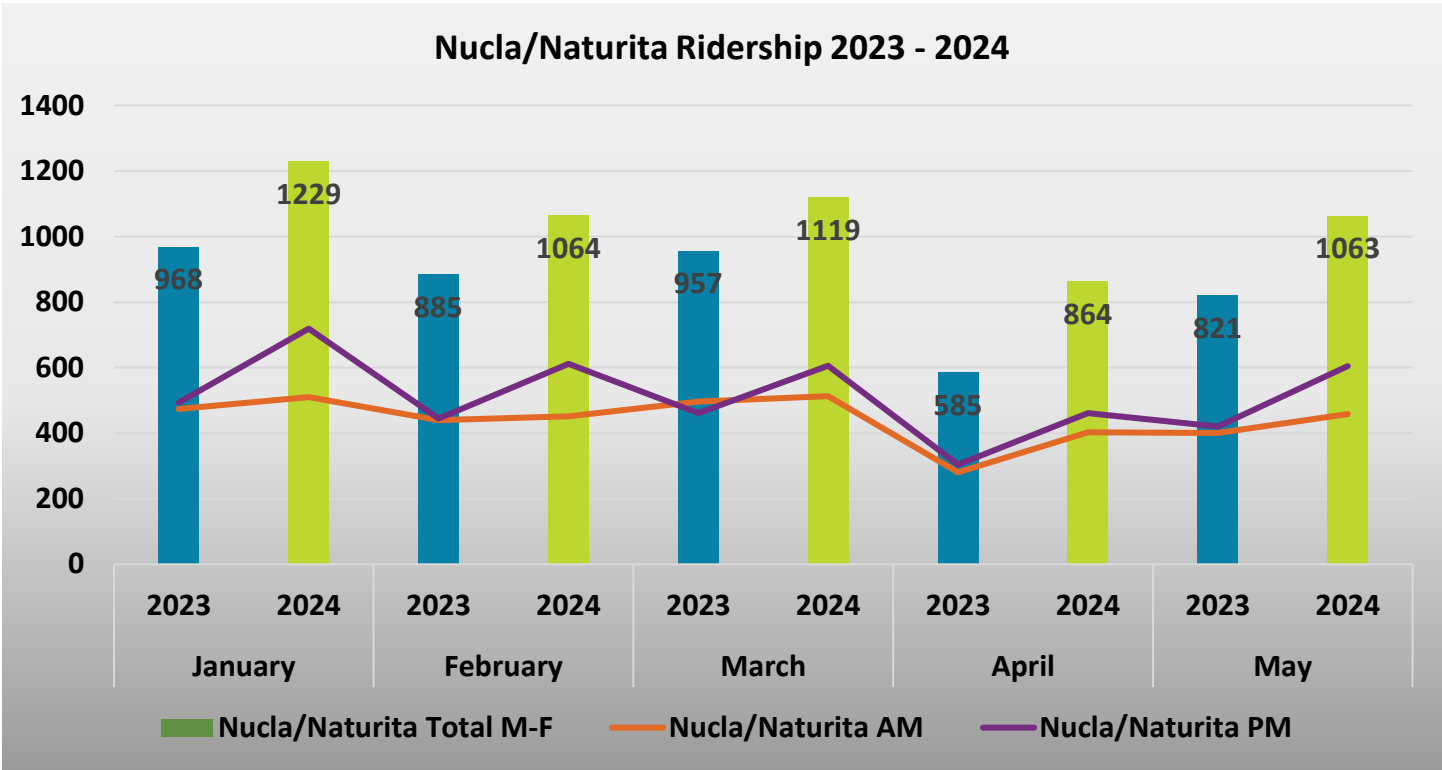
Numbers of riders of the Lawson Hill route stayed fairly consistent between 2023 and 2024. April and May are variable depending on the number of days in the Offseason. There are more loops in the afternoon than the morning or evening. This explains the higher ridership in the afternoon.



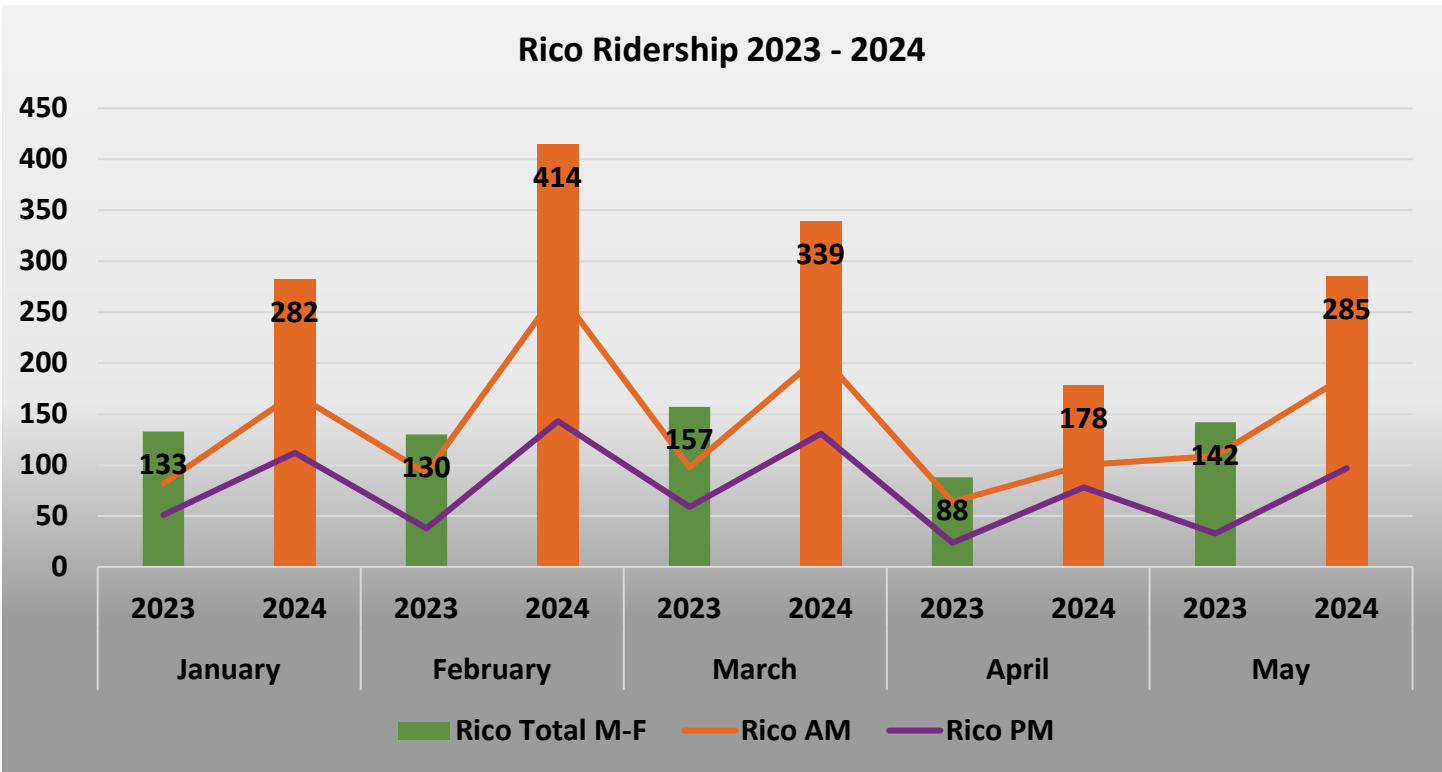
Ridership was consistently higher on the Lawson Hill/Mountain Village route when the Mountain Village was charging for parking.



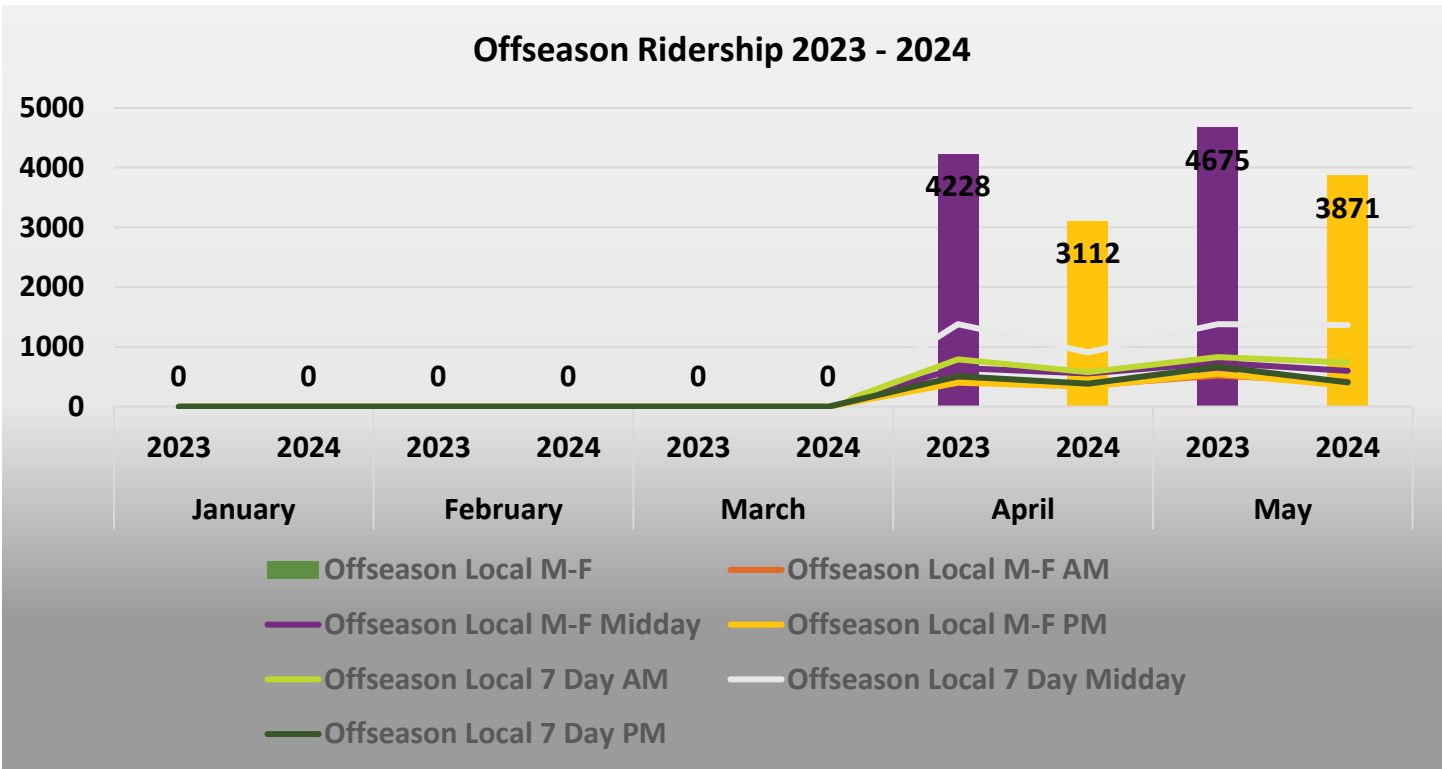
Like the Down Valley Route, Norwood Ridership saw a drop in ridership in 2024 when compared to 2023. The drop was more dramatic in the winter months.



Unlike the Norwood Route, ridership on the Nucla/Naturita was consistently higher this year than it was last year.



Rico ridership increased substantially in 2024 over 2023. Morning ridership was higher than the afternoon ridership.



Ridership on the Offseason route was higher last year however, this year's Offseason was a week shorter than last year.

