



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

This meeting will be held virtually via Zoom:
<https://us02web.zoom.us/j/81819758601?pwd=Qm44aEhpYVIneGd6VFIRcU9sWEExmdz09>
 Meeting ID: 818 1975 8601
 Passcode: 092120

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 +17193594580,,81819758601#,,,,*092120# US
 +16699009128,,81819758601#,,,,*092120# US (San Jose)

Item No.	Presenter	Item Type	Topic	Packet Page	Estimated Time
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2024-6, Part 1a, regarding the Review and Approval of the April 11th, 2024 Agenda and Consent Items. Resolution 2024-6, Part 1b, regarding the Review and Approval of March 14th, 2024 Meeting Minutes.	6	5
3	Averill	Action	Resolution 2024-7: Gondola IGA amendment	7	10
4.	Averill	Discussion	Update on SMART Governing IGA amendment process	-	5
5.	Averill	Discussion	Update on Gondola Planning activities	-	5
6.	Distefano	Report	April 2024 Operations Update	37	15
7.	Averill	Report	Executive Directors Report	-	10

8.	All	Report	Round Table Updates and Reports	-	5
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GLOSSARY

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



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3 p.m.

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3	Averill	Action	Resolution 2024-7: Gondola IGA amendment
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5.	Averill	Discussion	Update on Gondola Planning activities
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8.	All	Report	Round Table Updates and Reports
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**San Miguel Authority for Regional Transportation
Board of Directors Meeting March 14th, 2024 Regular Meeting
Virtual meeting minutes**

Member Directors Present: San Miguel County - Lance Waring, Anne Brown, Kris Holstrom. Town of Telluride - Meehan Fee, Town of Mountain Village – Harvey Mogensen, Tucker Magid, Rick Gomez (alternate), Rico – Joe Dillsworth.

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

The meeting was called to order at 3:01 p.m.

Item 1: Public Comment

No public comment was offered.

Item 2: Resolution 2024-5, Part 1a, regarding the Review and Approval of the March 14th, 2024 Agenda and Consent Items and Part 1b, regarding the Review and Approval of February 8th, 2024 Meeting Minutes.

Joe Dillsworth moved to adopt Resolution 2024-5, parts 1a and 1b
Lance Waring seconded the motion.

A unanimous vote approved the motion.

Item 3: SMART Strategic Operating Plan update

Distefano gave an progress report on the Strategic Operating Plan, including an overview of activities to date and next steps.

Item 4: Update on SMART Governing IGA amendment process

Averill gave a quick update on the status of the SMART Governing IGA amendment that is being considered. After a review by the local managers, no substantive changes other than those previously identified will be forwarded for consideration of the Board and local jurisdictions.

Item 5: Update on Gondola Planning Activites

Averill gave an update on gondola planning activities, including an update on the pending amendment, change in grant strategy, gondola tour highlights, and campaign timeline.

Item 6: March 2024 Operations Report

Distefano presented the March '24 Operations Report.

Item 7: Executive Directors Report

Averill gave an update on rolling stock, grants, legislative session activities, and outside meetings.

Item 8: Round Table Updates and Reports

No updates or reports were offered.

The meeting was adjourned at 4:23 p.m.

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

RESOLUTION NO. 2024-6

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 April 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 April 11th, 2024 regular meeting the Board took action on the following:
 - a. Approval of the April 11th, 2024 meeting agenda (Exhibit A)
 - b. Approval of the Board meeting minutes for the March 14th, 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 APRIL 11TH, 2024.

Joe Dillsworth, Board Chair

ATTEST:

David Averill, Executive Director

AGENDA ITEM SUMMARY (AIS)
**San Miguel Authority for Regional
 Transportation**



Meeting Date	Agenda Item	Submitted By
April 11th, 2024	3	D. Averill/A.Kyle-Blake
<p>This is an action item for the Board to consider and adopt an Amendment to the Intergovernmental Agreement with the Town of Telluride, Town of Mountain Village, San Miguel County, Telski, and the Telluride Mountain Village Owners Association (TMVOA) (the “planning partners”) for cost sharing of activities related to long range gondola planning, financing, and project development. This amendment changes nothing substantive in the IGA itself but locks in funding amounts and commitments for agreed upon FY24 project activities.</p>		<p>Report Work Session Discussion X Action</p>
Key Points		
<p>At the November 9th 2023 Board meeting SMART approved entering into an IGA with the aforementioned planning partners to formalize a partnership approach to the development of the gondola project. The initial project development IGA identified funding for the following activities:</p> <ul style="list-style-type: none"> ● Gondola project manager position (initially part-time) ● Municipal financial advising and election services ● Community engagement and intergovernmental coordination ● Project development subject matter expertise, including: <ul style="list-style-type: none"> ○ Design/engineering/architecture ○ Grant writing/application development ○ Cost/benefit/risk analysis ○ Environmental assessment ○ Contingency (10%) <p>In addition to cost-sharing for the project development phase, this IGA also formally transferred the Gondola Subcommittee (previously “housed” within TMVOA) to SMART by establishing a Gondola Advisory Committee (GAC).</p>		
Committee Discussion		
<p>Both the Managers workgroup and the Gondola Advisory Committee are in agreement with the IGA Amendment for FY24 funding.</p>		
Supporting Information		
<p>N/A</p>		
Fiscal Impact		
<p>As the long-range gondola planning process continues through the project development phase, the governance and cost-sharing structure will continue to be split equally across four participating entities in 2024:</p> <ul style="list-style-type: none"> ● The Town of Telluride ● The Mountain Village Entity (The Town of Mountain Village/TMVOA) ● San Miguel County ● Telski 		

As project sponsor, SMART will continue to administer the project development funding on a reimbursement basis. Payment by the Participants on a prorated equal share basis will continue to be made to SMART upon written invoice with supporting documents of any incurred, commencing on May 1, 2023. The estimated project development budget for 2023 and 2024 is as follows:

Proposed Project Budget		
	2023	2024*
Gondola Sr. Project Manager	\$85,000.73	\$142,516.48
Salary and Benefits (FY 23 =7mos)	\$76,442.33	\$133,802.08
Indirect Costs	\$8,558.40	\$8,714.40
Election Consultant Services	\$60,000.00	\$109,333.33
Fall '23 Poll	\$20,000.00	
Public Opnion Research and Analysis	\$15,000.00	\$27,500.00
January '24 Poll		\$20,000.00
June '24 poll		\$20,000.00
Election Services	\$15,000.00	\$40,000.00
Bond Counsel	\$10,000.00	\$1,833.33
Financial Advisor Services	\$24,000.00	\$24,000.00
Hilltop	\$24,000.00	\$24,000.00
Community/Government Affairs Consultant Services	\$50,000.00	\$50,000.00
GBSM	\$50,000.00	\$50,000.00
Project Development Services (SME)	\$75,000.00	\$250,000.00
Sub Total 2	\$294,000.73	\$575,849.81
Contingency (10%)	\$29,400.07	\$57,584.98
TOTAL	\$323,400.81	\$633,434.79

Distribution table:

Cost Share Distribution	2023	2024
Total Budget	\$323,400.81	\$633,434.79
Mountain Village Entity (25%) *	\$80,850.20	\$158,358.70
Town of Telluride (25%)	\$80,850.20	\$158,358.70
San Miguel County (25%)	\$80,850.20	\$158,358.70
Telski (25%)	\$80,850.20	\$158,358.70

*The Mountain Village entity contributes 25%, split equally between Town of Mountain Village at 12.5%, and Telluride Mountain Village Owners Association at 12.5%.

Any additional costs and expenses that exceed the estimated budgets shall be considered by the Participants on a case-by-case basis and must be approved by each participating entity, in accordance with the cost-sharing provisions of the Project Development IGA.

Advantages

The continuation of a formalized regional funding partnership clearly demonstrates local commitment to the project and reflects the Leadership Committee's shared priorities:

- Effective pursuit of grant funding (and the local match cost-sharing it requires)
- Conceptual station planning
- Minimized system downtime during construction

- Interim transportation plan during construction

Disadvantages

The Project Development IGA provides essential clarity to the long-range planning process, but it is not a universal remedy to future challenges. The complexity of this multi-jurisdictional and multi-dimensional effort cannot be overstated. The primary disadvantages to this cost-sharing agreement are:

- Collective acknowledgment that significant local match cost-sharing is required for effective grant pursuits
- There is a potential for increased annual financial contribution from each planning entity
- Uncertainty/risk subject to local appropriations and number of funding partners

Analysis/Recommendation(s)

Under the continued direction of the Gondola Leadership Committee (and the participating governing bodies that compose it), Staff recommends that the Project Development IGA – 2024 Budget Amendment be executed. The agreement continues to represent a formalized regional cost-sharing partnership that clearly demonstrates shared priorities and continued local commitment to the project and the pursuit of related state/federal grant funding opportunities.

Attachments

Attachment 1: Executed Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase for the Gondola Project
Attachment 2: IGA Amendment 1

**INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF THE PLANNING AND GONDOLA PROJECT
DEVELOPMENT PHASE OF THE GONDOLA PROJECT**

This **INTERGOVERNMENTAL AGREEMENT** FOR COST-SHARING OF THE PLANNING AND GONDOLA PROJECT DEVELOPMENT PHASE FOR THE GONDOLA PROJECT (the “Agreement”) is made and entered into by the following five entities effective as of November 14, 2023:

1. the Town of Mountain Village (“TMV”) and Telluride Mountain Village Owners Association (“TMVOA”), collectively “Mountain Village Entity”
2. the Town of Telluride (“ToT”)
3. San Miguel County (“the County”)
4. TSG Ski & Golf, LLC (“Telski”), and
5. the San Miguel Authority for Regional Transportation (“SMART”)

The above entities who have approved and executed this Agreement (the “Participants”) for the purposes set forth below. The Participants agree as follows:

RECITALS:

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

WHEREAS, SMART is legally authorized to provide mass transportation services and to contract with other entities to provide such services pursuant to §43-4-605, C.R.S.; and

WHEREAS, pursuant to the Resolution of Intent adopted by the SMART Board of Directors on February 9, 2023, the Participants agree that SMART shall serve as “Lead Participant” under this Agreement for purposes of planning for the construction, operation, maintenance, and funding for the Telluride-Mountain Village Gondola, after the current operating agreement expires on December 31, 2027 (hereinafter the “Gondola Project”); and

WHEREAS, Mountain Village Entity, County, ToT, and TSG Ski & Golf, LLC, are the four “Funding Participants”, and SMART is the one Lead Participant; and

WHEREAS, under this Agreement, the Funding Participants, shall coordinate with and assist SMART, as described below, with cost-sharing for the planning and development phase of the Gondola in accordance with Exhibit A and Exhibit B (“Phase I”); and

WHEREAS, SMART, in cooperation with the Funding Participants, has designated a Project Manager to coordinate and oversee the management of the Gondola Project; and

WHEREAS, in accordance with section 4.03 of the SMART Governing IGA, a Gondola Advisory Committee (“GAC”) shall be formed by SMART in accordance with Exhibit D, which shall assume the management and administrative roles currently provided by the TMVOA Gondola Subcommittee and shall provide general oversight of the Project Manager in connection with Phase I; and

WHEREAS, as it relates to forwarding recommendations to be made to the SMART Board for Phase I, the GAC will operate under a voting structure reflective of funding participants as articulated in Section 3 of this agreement; and

WHEREAS, SMART, in cooperation with the Funding Participants, will select, approve, and execute professional service agreements for consultant services for Phase I; and

WHEREAS, the Participants have formed a RFQ review working group in accordance with Exhibit C, which shall make recommendations to the Gondola Advisory Committee for the issuance of RFQ's and the selection of consultants to perform services for Phase I of the Gondola Project; and

WHEREAS, the estimated Gondola Project planning and development costs Phase I for 2023 is three hundred and twenty-three thousand four hundred dollars and eighty-one cents (**\$323,400.81**); and

WHEREAS, the Participants anticipate the costs for the Gondola Project will continue to increase and additional revenue from grant funds and local matching funds from the Participants will be required in 2024 to cover the costs to complete the scope of services for Phase I of the Gondola Project. Participants agree, subject to annual appropriations of the Participants, to pay, on a prorated equal share basis, all Gondola Project costs authorized and incurred under this Agreement for Phase I in accordance with budgets prepared by SMART and approved by the Participants in accordance with this Agreement; and

WHEREAS, the Participants agree to pay for their respective costs (e.g., their own administrative resources, staff time, services provided by and fees and costs charged by the Participant's own staff, engineer(s), attorney(s) or any of their own retained professional consultants and out-of-pocket business expenses) that they directly incur in relation to the Gondola Project; and

WHEREAS, Participants acknowledge that the participant mixture and level of financial participation may change at which point this Agreement will be revisited; and

WHEREAS, it is anticipated that at some point during the planning and development of the Gondola Project there will be a local funding agreement on the capital rebuild phase of the Gondola Project at which point Participants agree to establish a separate agreement for capital cost sharing of the capital for the rebuild phase of the Gondola Project; and

WHEREAS, the governing bodies or authorized representative of each of the Participants have determined that there is a need to jointly cooperate and share the related Gondola Project costs with the other Participants in order to obtain grant funding and to receive the individual and collective benefits of the Gondola Project, and the Participants have further determined that jointly undertaking the Gondola Project best serves their respective interests; and

WHEREAS, the governing bodies or authorized representative of each of the Participants have taken all necessary actions to approve and enter into this Agreement and to authorize their respective Mayor or Board Chair and Clerk or authorized representative to execute this Agreement on their behalf; and

WHEREAS, this Agreement is authorized and entered into in accordance with applicable State law; and

NOW, THEREFORE, in consideration of the mutual agreements, obligations and covenants set forth in this Agreement, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participants as follows:

Section 1. Incorporation of Recitals. The Participants confirm the statements set forth in the above Recitals and incorporate such recitals herein as an integral part of this Agreement.

Section 2. Commencement; Approval and Term of Agreement.

- A. **Commencement.** This Agreement shall commence at such time as all Participants have approved and executed their respective signature pages. The “Effective Date” of this Agreement shall be the date on which SMART and all Participants execute their signatures.
- B. **Participation and Approval.** Participation in this Agreement is limited to the Participants who join this Agreement on or after the Effective Date by having their governing bodies or authorized representative approve this Agreement and directing the appropriate officer thereof to execute the signature page. After approval, each Participant shall deliver an executed signature page for this Agreement to: David Averill, Executive Director, SMART, PO Box 3140, Telluride, CO 81435.
- C. **Term.** Unless terminated earlier by the Participants, the term of this Agreement shall continue until the tasks involved in Phase I have been completed.

Section 3. Cooperation and GAC Voting Structure for the purposes of Phase I. The Participants agree to cooperate and perform their respective obligations regarding Phase I as required by this Agreement and with respect to the following voting structure and subsequent recommendations at the GAC level.

- a. Mountain Village Entity (2 votes)
- b. Town of Telluride (2 votes)
- c. San Miguel County (2 votes)
- d. TSG Ski & Golf, LLC (2 votes)
- e. SMART Board (1 vote)

Section 4. Lead Participant; Authority; Support Staff and Consultants.

- A. **Lead Participant.** SMART shall serve as “Lead Participant” for the Phase I of the Gondola Project under this Agreement and shall provide periodic written status reports to the other Participants regarding the status and completion of Phase I of Gondola Project.
- B. **Authority.** SMART, as the Lead Participant, has the following authority:
 - a. To coordinate and oversee Phase I of the Gondola Project in a commercially reasonable manner as determined in SMARTs exercise of its reasonable judgment and discretion in accordance with this Agreement and with the recommendations of the GAC; and
 - b. To stop work on the Phase I of Gondola Project, or any portion of it, in the event of any dispute under this Agreement or under an agreement with any consultant when SMART determines, in the exercise of its reasonable judgment and discretion, that a stoppage is

reasonable and necessary to protect the financial interests of the Participants.

- C. **Support Staff and Consultants.** Members of the GAC, or their designees, will provide the Project Manager with necessary information to coordinate consultant work and assist with the process for planning and funding to complete Phase I of the Gondola Project as set forth herein.

Section 5. Scope of Gondola Project; Planning and Development Phase Responsibilities of the Participants. The Participants agree as follows:

A. Scope of Gondola Project.

- a. **Gondola Project Management.** In cooperation with the Funding Participants, SMART will engage a Project Manager to coordinate and oversee the management of Phase I of the Gondola Project.
- b. **Contracted Services.** SMART will contract with consultants and subject matter experts for the benefit of the Participants to provide management of Phase I of the Gondola Project development, facilitation, election services and municipal financial advising activities in accordance with Exhibit A and in accordance with the recommendations of the GAC.
- c. **Estimated Budget for the Gondola Project, Planning and Development Phase.** The estimated cost for Phase I of the Gondola Project for 2023 is not to exceed \$323,400.81. Any additional costs and expenses that exceed the \$323,400.81 itemized by service area below shall be considered by the Participants in accordance with the Cost Sharing provision set forth in Section 6. (Cost Sharing of Gondola Project costs and Payment Obligations) below. Any unspent funds in 2023 shall roll forward into the 2024 Gondola Project budget.

Proposed Gondola Project Budget – Phase I		
	2023	2024*
Gondola Sr. Gondola Project Manager	\$85,000.73	\$142,516.48
Election Consultant Services	\$60,000.00	\$109,333.33
Financial Advisor Consultant and Special Counsel Services	\$24,000.00	\$24,000.00
Community/Government Affairs Consultant Services	\$50,000.00	\$50,000.00
Gondola Project Development Consultant Services	\$75,000.00	\$250,000.00
Subtotal	\$294,000.73	\$575,849.81
Contingency (10%)	\$29,400.07	\$57,584.98
TOTAL	\$323,400.81	\$633,434.79

*2024 Estimate, subject to local appropriations and number of funding partners.

Per Agency	2023	2024*
Total w/ contingency	\$80,850.20	\$158,358.70

- d. **Modification of Scope.** The Participants may, by mutual unanimous agreement, expand or reduce or modify the scope of Phase I of the Gondola Project, by approval and execution of a written addendum to this Agreement approved by the governing bodies or authorized representative of the Participants.

B. Responsibilities of the Participants.

- a. **Responsibilities of Lead Participant.** SMART has the following responsibilities related to Phase I of the Gondola Project as the Lead Participant:
 - i. Preparation of this Agreement; and
 - ii. Communicate with and transmit to each Participant progress reports regarding the status of Phase I of the Gondola Project; and
 - iii. Preparation and issuance of the request for qualifications (RFQ) document(s) for the selection of subject matter expertise in accordance with applicable regulations and state law and this Agreement; and
 - iv. Negotiate, prepare, approve and execute professional services agreements for Phase I of the Gondola Project, based on the GAC's recommendation; and
 - v. Execution of Agreements with consultants for Phase I of the Gondola Project; and
 - vi. Prepare budgets for Phase I for review and approval by the Funding Participants as may be required and consistent with the budget set forth herein; and
 - vii. Receive, hold, manage, account for, and payout the Phase I Gondola Project funds contributed by the Funding Participants, for the benefit of the Gondola Project, in compliance with the applicable state laws and provisions of this Agreement; and
 - viii. Coordinate and monitor the performance of Phase I of the Gondola Project services by the selected consulting team; and
 - ix. Administer and oversee Phase I of the Gondola Project and the expenditure of Phase I Gondola Project funds and the Participant Contributions (defined below in subsection b.) and the collection of additional Participant Contributions (if necessary), including coordination of all Phase I work, approving and making progress payments and final payment to the consulting team, executing all approved change orders to the consulting services, accounting for all of the Phase I costs, and the return of any unused, excess portion of the Participant Contributions; and

- x. Preparation and delivery of quarterly status reports, including fully executed copies of all pertinent agreements and related Phase I documents to the GAC, subject to scheduling of GAC meetings. Weekly status reports to the Managers' Committee, subject to scheduling of Managers' Committee meetings, which Manager's Committee shall include the Executive Director of SMART, the San Miguel County Manager, the President and Executive Director of the Telluride Mountain Village Owners' Association, the Town Manager of the Town of Telluride, and the Town Manager of the Town of Mountain Village, or their respective designees, and a representative of Telluride Ski and Golf; and
 - xi. Perform any other tasks or assignments relating to Phase I of the Gondola Project, as agreed upon by unanimous consent of the Participants; and
 - xii. SMART shall have no authority to incur Gondola Project costs without the authorization of the other Participants.
- b. **Responsibilities of Participants.** Each Participant has the following responsibilities related to Phase I of the Gondola Project, and SMART is included as having these responsibilities unless the context dictates otherwise:
- i. Approval of this Agreement by each Participant's corporate authorities; and
 - ii. Transmit an executed signature page of this Agreement and a certified copy of the fully executed to SMART; and
 - iii. Promptly comply with the Cost Sharing payment obligations set forth below in Section 6 (Cost Sharing of Gondola Project costs and payment obligations) and each of the other responsibilities and provisions contained in this Agreement; and
 - iv. Review and respond to any Phase I Gondola Project documents that require Funding Participant approval (if requested) within thirty (30) calendar days after receipt and submit any requested comments, revisions, or responses to SMART; and
 - v. Review, execute and return to SMART any Phase I Gondola Project document that needs to be executed by the Participant within thirty (30) calendar days after receipt.

Section 6. Cost Sharing of Gondola Project Costs and Payment Obligations.

The Funding Participants shall share on a prorated equal share basis in the payment of all incurred, documented Phase I Gondola Project costs (as defined at Page 2 above) as follows:

- A. **Cost Share Formula.** The Funding Participants agree that they are responsible for the payment of their respective share of the Gondola Project costs, with each Funding Participant being obligated to pay one fourth of the Phase I Gondola Project costs.
- B. **Payment Obligations for Gondola Project Costs for 2023.** Each of the Funding Participants agrees as follows:
- a. Payments of up to \$323,400.81 shall be made to SMART for the performance of the Phase I Gondola Project services for the benefit of all Participants; and
 - b. In the event that Phase I of the Gondola Project incurs documented costs that exceed \$323,400.81 for 2023 the parties agree to meet and develop mutually acceptable terms to cover the excess costs in order to ensure completion of Phase I, on a prorated equal share basis by the Funding Participants for payment to SMART upon written invoice with supporting documents of all incurred, documented Phase I Gondola Project costs that exceed the total amount of Funding Participant contributions; and
 - c. Payment by the Funding Participants on a prorated equal share basis, to SMART upon written invoice with supporting documents of any incurred, documented Phase I Gondola Project costs in accordance with this Agreement; and
 - d. Payments to SMART shall be made upon receipt by each Funding Participant of written invoice(s) with supporting documents of any incurred, documented Gondola Project costs.
- C. **Payment Schedule for Gondola Project Costs.** Funding Participants agree to directly pay their respective share of the Phase I Gondola Project costs under this Agreement, based on itemized invoices with supporting documents, upon receipt from SMART, for costs incurred as of May 1, 2023, forward. A single invoice shall be sent by SMART to all Funding Participants on a monthly or periodic basis that contains itemized, descriptive task/time entries of the Phase I Gondola Project costs incurred for the time period covered by the invoice with an amount payable by each Funding Participant.
- D. **New Participants; True-Up Fee.** As a condition of approving and participating under this Agreement, each new Funding Participant shall be required to pay a prorated share of all Phase I Gondola Project costs incurred under this Agreement prior to the date of approval of this Agreement by the new Funding Participant (the "True-Up Fee"). The True-Up Fee shall be determined by SMART and approved by the GAC and set forth in a written invoice with supporting documents. Upon payment of its True-Up Fee by the new Participant to SMART, each of the existing Funding Participants shall receive a prorated credit on the next SMART invoice to account for the new Funding Participant's True-Up Fee.
- E. **Payments Subject to Annual Appropriations.** The obligation of each Funding Participant to make any payment to SMART or otherwise pursuant to this Agreement shall be subject to the annual appropriations and/or approval of the Funding Participant's governing body or

authorized representative. The Funding Participants agree to appropriate their pro rata share of the 2023 Phase 1 Costs by no later than December 31, 2023, and to include appropriations for 2024 Phase I costs in their respective annual budgets. In the event any Funding Participant's governing body or authorized representative does not appropriate the funds necessary for any payment required of such Funding Participant pursuant to this Agreement such Funding Participant's participation in this Agreement shall be terminated, in which case such Funding Participant shall have no further obligations to the other parties hereto and shall no longer retain a GAC vote for purposes of the Gondola Project or have representation on the Leadership Committee.

Section 7. General Provisions.

A. Term. The Term of this Agreement shall commence on its Effective Date and continue until the completion of Phase I Gondola Project in accordance with this Agreement, subject to compliance and satisfaction of all pending payments and obligations of the Participants, or the mutual termination of this Agreement by the Participants.

B. Termination

- a. **Mutual Termination.** Upon the mutual termination of this Agreement as agreed upon by all Participants, the Funding Participants shall pay their respective, unpaid portion of the invoiced Gondola Project costs incurred during the Term of this Agreement through the date of termination. Provided termination is not for non-appropriation, such termination shall not relieve any Funding Participant from its obligation to pay its respective share of any outstanding Gondola Project costs that may come due at a later date based on any incurred, documented Gondola Project costs.
- b. **Termination for Breach.** Subject to Section 7.D below (Dispute Resolution Process) and Section 7.C below (Breach; Payment and Interest; Cure), if a Funding Participant fails to comply with its obligations as set forth in this Agreement, its continued participation in this Agreement may be terminated by a majority (vote) consensus of the other Funding Participants, which consensus shall be based on a vote of each of the governing bodies or authorized representative of the remaining Funding Participants. Any Funding Participant whose participation in this Agreement is terminated by the other Funding Participants for a breach of this Agreement shall be subject to the following conditions:
 - i. The terminated Funding Participant shall forfeit the full amount of its already paid Participant Contribution and shall also be obligated to pay its respective, unpaid share of any additional Phase I Gondola Project costs incurred through the date of the notice of termination that exceed the amount of its Participant Contribution; and
 - ii. The Funding Participants shall pay their respective, unpaid portion of the invoiced Gondola Project costs incurred during the Term of this Agreement through the date of termination. Provided termination by a Funding Participant is not for non-appropriation, such termination shall not relieve

any Funding Participant from its obligation to pay its respective share of any outstanding Phase I Gondola Project costs that may come due at a later date based on any incurred, documented Phase I Gondola Project costs; and

- iii. In the sole discretion of the remaining Participants, based on a majority vote of the governing bodies or authorized representative of the remaining Participants, the terminated Funding Participant may be relieved of some or all of its payment obligation, but only in the event that a replacement party approves an addendum to this Agreement and assumes the financial responsibility of the terminated Funding Participant.

- C. **Breach; Payment and Interest; Cure.** In the event that any Participant breaches this Agreement, and the breach is litigated before a court of law or an administrative agency, the non-prevailing Participant shall be liable to the prevailing Participant(s) for the prevailing Participant's reasonable attorneys' fees and costs of suit incurred by the prevailing Participant(s). If any Funding Participant fails to pay its respective share of the financial obligations payable under this Agreement, subject to the required annual appropriations set forth in this Agreement, the breaching Funding Participant's failure shall constitute an automatic breach of this Agreement; in such case, any fine, penalty or accrued interest that arises due to the late payment or failure to pay shall be the responsibility of the breaching Funding Participant, and the other Funding Participants shall be owed interest on the amount of the unpaid payment at the interest rate on judgments certified by the Colorado Secretary of State. A default or breach shall not constitute an actionable event of breach or default, if such breach or default cannot be cured within fifteen (15) calendar days, and the breaching Participant, within said fifteen (15) calendar days, initiates and diligently pursues appropriate measures to remedy the breach / default and in any event cures such breach / default within thirty (30) calendar days after receipt of written notice of such breach / default. Each Participant shall be entitled to any and all remedies at law and in equity under this Agreement.
- D. **Dispute Resolution Process.** If a dispute arises between the Participants concerning this Agreement, representatives of the Participants (Mayor or Board Chair or such other person designated by the governing body will first attempt to resolve the dispute by negotiation. Each Participant will designate persons to negotiate on their behalf. The Participant(s) contending that a dispute exists must specifically identify in writing all issues and present it to the other Participant(s). The representatives of the Participants will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, ratified by the representatives of the Participants (if the matter is within his/her authority) or the governing body of each Participant, which will be binding upon the Participants. If necessary, the Participants will execute an addendum to this Agreement. Each Participant will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section 9.B. If the Participants do not resolve the dispute through negotiation, any Participant to this Agreement may pursue any other available remedies to enforce the provisions of this Agreement.
- E. **No Separate Legal Entity.** This Agreement establishes a cooperative undertaking, and it is not the intention of the Participants to create a new or separate legal entity by this Agreement. This

Agreement does not establish or create a joint venture or partnership between the Participants, and no Participant shall be responsible for the liabilities and debts of the other Participants hereto.

- F. **Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, e-mailed or sent by first class mail, postage prepaid, addressed to the Mayor, Board Chair, or authorized representative, as applicable, of each Participant at their business mailing address and electronic telecommunications contact information, as follows:

San Miguel County

Lance Waring, Chair, Board of County Commissioners

Email:

lancew@sanmiguelcountyco.gov

Staff: Mike Bordogna, San Miguel County Manager

Phone: (970) 728-3844

Email:

mikeb@sanmiguelcountyco.gov

Mailing Address: PO Box 1170, Telluride, CO 81435-1170

Town of Mountain Village

Marti Prohaska, Mayor

Email: mprohaska@mtnvillage.org

Staff: Paul Wisor, Town Manager

Phone: (970) 369-8300

Email:

pwisor@mtnvillage.org

Mailing Address: 455 Mountain Village Blvd., Ste. A Mountain Village, CO 81435

Town of Telluride

Meehan Fee, Mayor Pro-Tem

Email: mfee@telluride-co.gov

Staff: Scott Robson, Town Manager

Phone: (970) 728-2155

Email: srobson@telluride-co.gov

Mailing Address: PO Box 1170, Telluride, CO 81435-1170

TSG Ski & Golf, LLC.

Jeff Proteau, Director of Special Projects

Phone: (970)728-7386

Email: JProteau@tellurideskiresort.com

Mailing Address: 565 Mountain Village Blvd., Telluride, CO 81435

Telluride Mountain Village Owner's Association

Jim Royer, Vice Chairman

Email: jamesrroyer@gmail.com

Staff: Anton Benitez, CEO

Phone: (970) 728-1904

Email: anton@tmvoa.org

Mailing Address: 113 Lost Creek Lane, Suite A, Mountain Village, CO 81435

All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed or e-mailed, or three (3) calendar days after being mailed, as the case may be.

- G. **Complete Agreement; Amendments; Counterparts.** This Agreement contains the entire understanding between the Participants and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Participants relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by all the Participants. This Agreement and each addendum may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement or addendum.
- H. **Assignment.** No Participant shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other Participants. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the Participants hereto and their respective successors and assigns.
- I. **Authority to Execute Agreement.** The Participants warrant and represent that their respective signatures set forth below have been and are, on the date of their signatures, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- J. **Compliance With Laws.** The Participants to this Agreement shall comply with all applicable federal, state and local laws and any federal or state administrative rules and regulations in carrying out the terms and conditions of this Agreement. However, each Participant agrees to allow any other Participant and its auditors and attorneys to inspect and audit all data and records maintained by each Participant directly related to this Agreement and the financing thereof, except that any attorney-client privileged information, attorney work product or other confidential information is not subject to disclosure, inspection or audit.
- K. **Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
- L. **Remedies.** In any action with respect to this Agreement, the Participants are free to pursue any legal remedies at law or in equity. If any Participant or Participants are required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this

Agreement, and, by reason thereof, the Participant or Participants are required to use the services of an attorney, then the prevailing Participant or Participants shall be entitled to reimbursement of its/their reasonable attorneys' fees, court costs, expenses and expert witness fees incurred pertaining to the enforcement of this Agreement and in the enforcement of any remedy, including costs and fees relating to any appeal.

M. **Waiver.** The failure of any Participant to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Participant's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by any Participant unless such waiver is in writing by said Participant. The Participants, by entering into this Agreement, do not waive any immunity provided by local, state or federal law.

IN WITNESS WHEREOF, the corporate authorities of the Participants have approved this Agreement and have directed that this Agreement be signed on their behalf by their respective Mayor or Board Chair and Clerk, on the days and year written below.

Approved as to Form by:

San Miguel Authority for Regional Transportation

DocuSigned by:
By: Joseph Dillsworth
5D326877B2854FF...
Name: Joe Dillsworth
Title: SMART Board Chair
Date: 11/17/2023, 2023.

By: David Averill
Name: David Averill
Title: SMART Executive
Director Date: November 16th, 2023.

Approved as to Form by:

Mountain Village Entity

Town of Mountain Village:

By: _____
Name: Marti Prohaska
Title: Mayor
Date: _____, 2023.

By: _____
Name: Susan Johnston
Title: Clerk
Date: _____, 2023.

Town of Mountain Village Owners Association:

By: _____
Name: James R. Royer
Title: Vice-Chairman
Date: _____, 2023

shall be enforced to the fullest extent permitted by law.

L. **Remedies.** In any action with respect to this Agreement, the Participants are free to pursue any legal remedies at law or in equity. If any Participant or Participants are required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and, by reason thereof, the Participant or Participants are required to use the services of an attorney, then the prevailing Participant or Participants shall be entitled to reimbursement of its/their reasonable attorneys' fees, court costs, expenses and expert witness fees incurred pertaining to the enforcement of this Agreement and in the enforcement of any remedy, including costs and fees relating to any appeal.

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IN WITNESS WHEREOF, the corporate authorities of the Participants have approved this Agreement and have directed that this Agreement be signed on their behalf by their respective Mayor or Board Chair and Clerk, on the days and year written below.

Approved as to Form by:

San Miguel Authority for Regional Transportation


By: _____
Name: Joe Dillsworth
Title: SMART Board Chair
Date: _____, 2023.

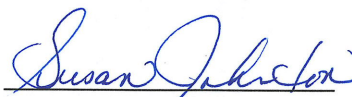
By: _____
Name: David Averill
Title: SMART Executive Director
Date: _____, 2023.

Approved as to Form by:

Mountain Village Entity

Town of Mountain Village:

By: 
Name: Marti Prohaska
Title: Mayor
Date: October 19, 2023.

By: 
Name: Susan Johnston
Title: Clerk
Date: October 19, 2023.

Town of Mountain Village Owners Association:

By: _____

Agreement, and, by reason thereof, the Participant or Participants are required to use the services of an attorney, then the prevailing Participant or Participants shall be entitled to reimbursement of its/their reasonable attorneys' fees, court costs, expenses and expert witness fees incurred pertaining to the enforcement of this Agreement and in the enforcement of any remedy, including costs and fees relating to any appeal.

M. **Waiver.** The failure of any Participant to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Participant's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by any Participant unless such waiver is in writing by said Participant. The Participants, by entering into this Agreement, do not waive any immunity provided by local, state or federal law.

IN WITNESS WHEREOF, the corporate authorities of the Participants have approved this Agreement and have directed that this Agreement be signed on their behalf by their respective Mayor or Board Chair and Clerk, on the days and year written below.

Approved as to Form by:

San Miguel Authority for Regional Transportation

By: _____
Name: Joe Dillsworth
Title: SMART Board Chair
Date: _____, 2023.

By: _____
Name: David Averill
Title: SMART Executive Director
Date: _____, 2023.

Approved as to Form by:

Mountain Village Entity

Town of Mountain Village:

By: _____
Name: Marti Prohaska
Title: Mayor
Date: _____, 2023.

By: _____
Name: Susan Johnston
Title: Clerk
Date: _____, 2023.

Telluride Mountain Village Owners

Association Signed by:

By: James Royer
64800748ADDA4C9...

Name: James R. Royer

Title: Vice-Chairman

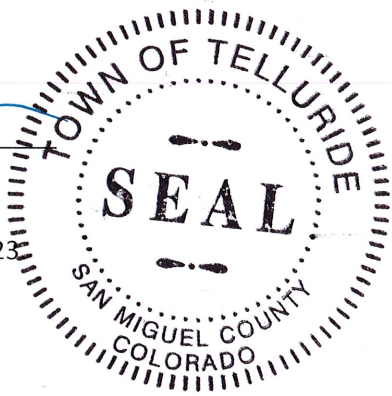
Date: 11/14/2023, 2023

Approved as to Form by:

Town of Telluride

By: [Signature]
Name: Meehan Fee
Title: Mayor Pro-Tem
Date: 10-24, 2023.

By: [Signature]
Name: Tiffany Kavanaugh
Title: Clerk
Date: October 24, 2023.



Approved as to Form by:

San Miguel County

By: _____
Name: Lance Waring
Title: Chair, Board of County Commissioners
Date: _____, 2023.

By: _____
Name: Carmen Warfield
Title: Clerk to the Board of County Commissioners
Date: _____, 2023.

Approved as to Form by:

TSG Ski & Golf, LLC

By: _____
Name: Jeff Proteau
Title: Director of Special Projects
Date: _____, 2023.

By: _____
Name:
Title:
Date: _____, 2023.

Approved as to Form by:

Town of Telluride

By: _____
Name: Meehan Fee
Title: Mayor Pro-Tem
Date: _____, 2023.

By: _____
Name: Tiffany Kavanaugh
Title: Clerk
Date: _____, 2023.

Approved as to Form by:

San Miguel County

By: Lance Waring
Name: Lance Waring
Title: Chair, Board of County
Commissioners
Date: 10/26/2023, 2023.

By: Carmen Warfield
Name: Carmen Warfield
Title: Clerk to the Board of County Commissioners
Date: 10/26/2023, 2023.



Approved as to Form by:

TSG Ski & Golf, LLC

By: _____
Name: Jeff Proteau
Title: Director of Special Projects
Date: _____, 2023.

By: _____
Name:
Title:
Date: _____, 2023.

Approved as to Form by:

Town of Telluride

By: _____
Name: Meehan Fee
Title: Mayor Pro-Tem
Date: _____, 2023.

By: _____
Name: Tiffany Kavanaugh
Title: Clerk
Date: _____, 2023.

Approved as to Form by:

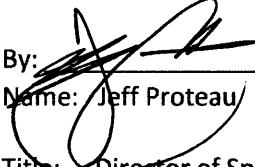
San Miguel County

By: _____
Name: Lance Waring
Title: Chair, Board of County
Commissioners
Date: _____, 2023.

By: _____
Name: Carmen Warfield
Title: Clerk to the Board of County Commissioners
Date: _____, 2023.

Approved as to Form by:

TSG Ski & Golf, LLC

By:  _____
Name: Jeff Proteau
Title: Director of Special Projects
Date: 10/25/, 2023.

By: _____
Name:
Title:
Date: _____, 2023.

EXHIBIT A. CONSULTANT SERVICES**Intent of Consultant Services:**

The intent of these services is to conduct the work necessary to execute the planning and project development phase of the Gondola Project (Phase I) including:

Communications and facilitation services.

- Election, financial and special counsel services to understand, develop and issue a 2024 ballot question for additional on-going Operations and Maintenance (O/M) costs for the Gondola once the operations, maintenance and management of the Gondola is transferred from the Town of Mountain Village to SMART and (if necessary) debt service to fund a Gondola rebuild project.
- Planning and other project development services to assist with seeking Federal/State/Other grant funding for planning, design, and construction of a replacement gondola system.
- Engineering and Architecture, environmental and other services require subject matter expertise related to the design of a replacement gondola system.

The Consultant services to be funded through this IGA include:

Election Consultant Services

- A survey conducted by Keating Research, Inc will sample 300 active voters in the SMART District, Survey results and analysis, presentation and visualization of the survey results, and additional consulting on election services to understand and develop a ballot question that will resonate with the community and provide clarity through polling for the project team. NOTE: All survey results, poll data, reports, and poll analysis documents prepared by Keating Research, Inc. shall be considered Confidential Information.
- Election Services: A campaign strategist shall be engaged to assist in building public support for the initiative/ballot question(s).

Financial Advisor, and Special Counsel Services:

- Hilltop Securities will serve as the municipal advisor to SMART funded through this IGA and will provide consulting services related to the preparation of a financial plan to fund a new gondola and will include: a tax impact analysis, evaluation of financing options for the Gondola Project, obtaining a rating (if needed); execute the financing plan to obtain funding for the Gondola Project; and other consulting services as needed related to the gondola.
- Special counsel services in connection with an evaluation of options available to finance improvements to the Gondola and possible conduct of an election. Services will include working with SMART staff and consultants to explore legally available options for financing the Gondola Project and assist with the conduct of an election to authorize tax and debt increases for SMART.

Community/Government Affairs Consultant Services

Services under this may include:

- Communications Plan: develop a comprehensive communications plan that clearly defines a thoughtful, collaborative and inclusive stakeholder and community process. The plan will identify the public communications strategy, audiences, community/regional partners, and a detailed timeline to integrate key education/outreach/input milestones with the technical planning process.
- Meeting Promotion.
- Meeting Facilitation: meeting facilitation for Gondola Subcommittee, Gondola Leadership Committee, Community Meetings and other meetings.
- Meeting Documentation.
- Meeting Materials: including but not limited to presentations, information boards, surveys/polls, fact sheets to ensure clear communication, as well as inclusive and equitable community input.
- Reports, memoranda, summary information.
- Community Outreach – Educate/Engage/Collaborate. Support the Gondola Project Manager and team to ensure clear, accurate and unbiased communication.
- Public Information Assets: Develop and provide updates of the materials that are essential for educating the community and generating awareness about the Gondola Project and process.

Gondola Project Development Consultant Services

These services will be secured through an RFQ process managed by SMART in accordance with its procurement policies. Services under this scope may include:

Team of Consultants to provide subject matter expertise in the following areas.

a. Architecture and Engineering (A&E)

Scope of work for A & E services may include:

- Facility Design
- Facility Planning and Development
- Interior Design and Space Planning
- Landscaping and Urban Design

b. Civil/Structural/Mechanical Engineering

Scope of work for Civil/Structural/Mechanical Engineering services may include:

- Boundary and Topography Surveying
- Site Design, including Bus Shelter Site Design
- Conceptual, Preliminary, and Final Engineering Plans
- Construction Management
- Construction Surveying
- Geotechnical/Material Testing
- Hazardous Waste Remediation
- Irrigation and Drainage
- Pavement Marking, Signage, and Resurfacing

- Bicycle/Pedestrian Improvements
- Real Estate Analysis
- Right-of-Way Work
- Street/Intersection Design Related to Transit Infrastructure
- Structural Design
- Transit Oriented Development
- General Transportation Engineering

c. Transit/Multimodal Planning

Scope of work for environmental services may include:

- Transit Plan Development:
e.g., Transit expansion plans, and Regional Transit Plans to implement and integrate County and Local Comprehensive plans, capital needs assessments, and transit ridership.
- Market Analysis to understand the demand for transit use, analyze existing transit services and identify transit gaps.
- Operations Planning:
e.g., Estimate service costs, and estimate associated capital and operational support needs.
- Strategic Planning and Facilitation:
e.g., work with internal and external stakeholders to create visions, goals, and strategies to implement long-range planning efforts.
- Financial Planning:
e.g., evaluate past expenditures and revenues, forecast future needs, identify potential budget risks, and develop and provide recommendations and strategies to mitigate risks.

d. Environmental (NEPA)

Scope of work for environmental services may include:

- Review environmental conditions and determine required permits.
- Delineation and mitigation recommendations of wetlands.
- Prepare and/or review environmental documents for FTA, USFS, or CDOT.
- Conduct and prepare environmental surveys and clearance reports.

e. Supplemental Services

Scope of work for these services may include:

- Benefit Cost Analysis
- Bid Support Services
- Budget Development
- Cost Estimating
- Construction Management Services
- Environmental Justice:
 - Perform analysis of impacts of transit projects and propose mitigation measures related to environmental justice and equity.
- Grant Writing and Management (e.g., CIG, RAISE, other discretionary grants)
 - Grant Funding Research
 - Grant Proposal Development includes the preparation of funding abstracts, production and submittal-ready application.
 - Grant management – prepare required documentation and reports for (e.g., CIG Program and RAISE requirements), support SMART through the reimbursement process.

- GHG Emissions Analysis
- GIS Support Services: Including but not limited to map production, evaluation and simulation of environmental impacts, and static and interactive displays to enhance project development and public engagement process.
- Life Cycle Cost Analysis
- Public & Stakeholder Meetings/Presentations
- Renderings
- Title VI and Equity Analysis
- 3D Modeling

EXHIBIT B. PLANNING AND DEVELOPMENT PHASE I GONDOLA PROJECT MILESTONES

- Set Gondola Advisory Committee and Leadership Calendar
- Develop and provide the necessary information to the partners to facilitate moving into the capital phase of the Gondola Project including but not limited to:
 - Development and submittal of grants
 - Engaging Consultant services, see Exhibit A
 - Development of grant application components, see Exhibit A
 - Updated capital equipment, and capital construction cost estimates
 - 30% Design on the Gondola Replacement and technical station requirements
 - Conceptual Design on Stations
 - Public and Stakeholder Meetings
 - Gondola Project Management and Oversight
- Ballot Initiative(s)
 - Conduct polling
 - Run a ballot initiative to fund ongoing Operations and Maintenance of the Gondola
 - Depending on a future agreement of the partners pertaining to funding of the capital Gondola Project, a debt question may be required

Note: Anything above and beyond in technical and access requirements of the Gondola Replacement Gondola Project shall require separate negotiations with the local entities. Examples: changes in use and/or additional uses to stations (e.g., adding commercial use to an existing station), extensive station area planning, multimodal connections.

EXHIBIT C. RFQ EVALUATION WORKING GROUP

RFQ Committee	
Project Manager	Amber Blake
Gondola Expert	Jim Loebe
SMART	David Averill
Mountain Village Entity	Executive Leader or Designee
Town of Telluride	Executive Leader or Designee
San Miguel County	Executive Leader or Designee
TSG	Executive Leader or Designee

Exhibit D

Gondola Advisory Committee Resolution

2024 FUNDING SUPPLEMENT AND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF THE PLANNING AND GONDOLA PROJECT DEVELOPMENT PHASE OF THE GONDOLA PROJECT

This 2024 FUNDING SUPPLEMENT AND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF THE PLANNING AND GONDOLA PROJECT DEVELOPMENT PHASE FOR THE GONDOLA PROJECT (“Agreement”) is made and entered into by the following five entities (the Participants) effective as of _____, 2024:

- 1. the Town of Mountain Village (“TMV”) and Telluride Mountain Village Owners Association (“TMVOA”), collectively “Mountain Village Entity”
- 2. the Town of Telluride (“ToT”)
- 3. San Miguel County (“the County”)
- 4. TSG Ski & Golf, LLC (“Telski”), and
- 5. the San Miguel Authority for Regional Transportation (“SMART”)

RECITALS:

WHEREAS, the Participants entered into that Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase for the Gondola Project, effective as of November 14, 2023, a copy of which is attached hereto for ease of reference (hereinafter the “Gondola Cost Sharing IGA”).

WHEREAS, the Participants desire to supplement and amend the Gondola Cost Sharing IGA for the purpose of establishing the cost sharing budget for the year 2024, as set forth in the 2024 Budget attached hereto and made a part hereof as Exhibit 1.

NOW, THEREFORE, the Participants agree as follows:

- 1. Section 5 of the Gondola Cost Sharing IGA is hereby supplemented and amended by the cost sharing budget for the year 2024 attached hereto and made a part hereof as Exhibit 1.
- 2. All other terms the Gondola Cost Sharing IGA not supplemented and amended hereby shall remain the same and are ratified and confirmed.

IN WITNESS WHEREOF, the corporate authorities of the Participants have approved this Agreement and have directed that this Agreement be signed on their behalf by their respective Mayor or Board Chair and Clerk, on the days and year written below.

Approved as to Form by:

San Miguel Authority for Regional Transportation

By: _____
 Name: Joe Dillsworth
 Title: SMART Board Chair
 Date: _____, 2024.

By: _____
 Name: David Averill
 Title: SMART Executive Director
 Date: _____, 2024.

Approved as to Form by:

Mountain Village Entity

Town of Mountain Village:

By: _____
Name: Marti Prohaska
Title: Mayor
Date: _____, 2024.

By: _____
Name: Susan Johnston
Title: Clerk
Date: _____, 2024.

Town of Mountain Village Owners Association:

By: _____
Name: James R. Royer
Title: Vice-Chairman
Date: _____, 2024

Approved as to Form by:

Town of Telluride

By: _____
Name: Teddy Errico
Title: Mayor
Date: _____, 2024.

By: _____
Name: Tiffany Kavanaugh
Title: Clerk
Date: _____, 2024.

Approved as to Form by:

San Miguel County

By: _____
Name: Lance Waring
Title: Chair, Board of County
Commissioners
Date: _____, 2024.

By: _____
Name: Carmen Warfield
Title: Clerk to the Board of County Commissioners
Date: _____, 2024.

Approved as to Form by:

TSG Ski & Golf, LLC

By: _____

Name: Chad Horning

Title: Authorized Signor

Date: _____, 2024.

By: _____

Name:

Title:

Date: _____, 2024.

EXHIBIT 1

GONOLA COST SHARING IGA BUDGET FOR 2024

Proposed Project Budget - Phase I		
	2023	2024*
Gondola Sr. Project Manager	\$85,000.73	\$142,516.48
Election Consultant Services	\$60,000.00	\$109,333.33
Financial Advisor Services	\$24,000.00	\$24,000.00
Community/Government Affairs Consultant Services	\$50,000.00	\$50,000.00
Project Development Services (SME)	\$75,000.00	\$250,000.00
Subtotal 2	\$294,000.73	\$575,849.81
Contingency (10%)	\$29,400.07	\$57,584.98
TOTAL	\$323,400.81	\$633,434.79

Distribution table:

Cost Share Distribution	2023	2024
Total Budget	\$323,400.81	\$633,434.79
Mountain Village Entity (25%) *	\$80,850.20	\$158,358.70
Town of Telluride (25%)	\$80,850.20	\$158,358.70
San Miguel County (25%)	\$80,850.20	\$158,358.70
Telski (25%)	\$80,850.20	\$158,358.70

*The Mountain Village entity contributes 25%, split equally between Town of Mountain Village at 12.5%, and Telluride Mountain Village Owners Association at 12.5%.



• **Montrose Route Update**

We will be meeting with the Montrose Town Council for a work session on April 15th and then again on May 7th to discuss the proposed Montrose Route. At this time, we are proposing that we use the Bustang stop at Target. Montrose staff felt that there was not enough parking at our original stop proposals. It is our hope that we will obtain the necessary approvals at that time for a route start date of May 27th.

• **Strategic Operating Plan Update**

Fehr and Peers consultants will be in Telluride for a meeting with the Citizens Advisory Committee on April 4th. They will be making a presentation that will include an update on the project process, the community survey analysis and draft recommendations. I have included a copy of the power point they will use in this packet.

We will be taking input from the Citizens Advisory Committee regarding the Fehr and Peers suggestions for prioritizing route improvements. Improvement suggestions include:

- Increased frequency of the Norwood, Down Valley, Rico and Mountain Village.
- Greater span of service on Norwood, Down Valley and Lawson Hill.
- Examining opportunities to combine routes.
- Identifying priorities for new services with an eye toward developing partnerships to share the cost burden of providing new services.
- Improving marketing and information dissemination.

Additional public outreach efforts will be conducted through open houses in Telluride, Mountain Village, the Down Valley area, Rico, and Norwood. The initial open houses are scheduled for April 30th (Mountain Village) and May 1st (Telluride), with events in the other areas slated for later in the month.

• **Bus Stop Inventory and Draft Improvement Plan**

We have undertaken a comprehensive bus stop inventory with the objective of implementing enhancements across all routes. We would like to make our stops safer for both passengers and bus drivers as well as more recognizable as SMART bus stops.

There are 50 bus stops on the existing SMART routes. This inventory does not include Gondola stations, which will ultimately become part of the SMART system. There will be

at least two and possibly three more stops on the proposed Montrose Route. This inventory includes only stops on the existing routes.

The stop that got the most use in 2023 was the San Miguel County Court House. That stop had 19,214 passenger onboardings. Following the Court House are Upper Lawson Hill with 8,009, Telluride Town Park with 6,745, Pine Street east bound in Norwood with 6,400 and Telluride Middle School High School with 6,066 rounding off the top five most frequented stops.

Most stops (22) are located on CDOT rights-of-way. Two stops are on Lawson Hill Property Owner's property, five stops are on San Miguel County property, eleven are on Mountain Village property, nine are on Town of Telluride property and one (Redvale Post Office) is privately owned. Because none of the stops are on property owned by SMART, any improvements that we would like to make will be subject to the approval of the property owners. We would also need access and maintenance agreements.

Ideally, stops along Highway 145 would feature shelters, push-button crosswalks with traffic-stopping lights, and paved bus pullouts accommodating 40' buses. Approval from CDOT would be a requisite for implementing such amenities.



Bus Stop on highway between Crested Butte and Gunnison

The comprehensive inventory is available upon request. Given its extensive photographic content, the file is too large to include in this report.



SMART STRATEGIC OPERATING PLAN UPDATE

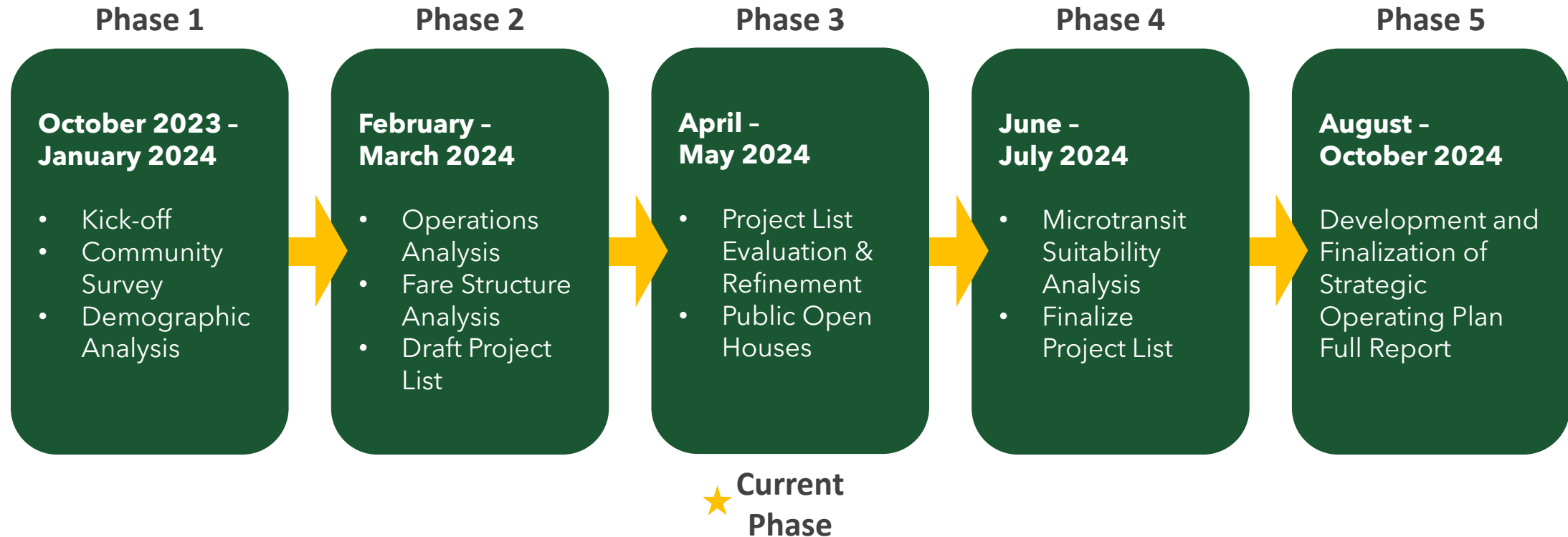
SMART Community Advisory
Committee Meeting - April 2024

Agenda

- Project Process
- Community Survey
- Operations Analysis
- Draft Recommendations
- Next Steps
- Discussion

Project Process Overview

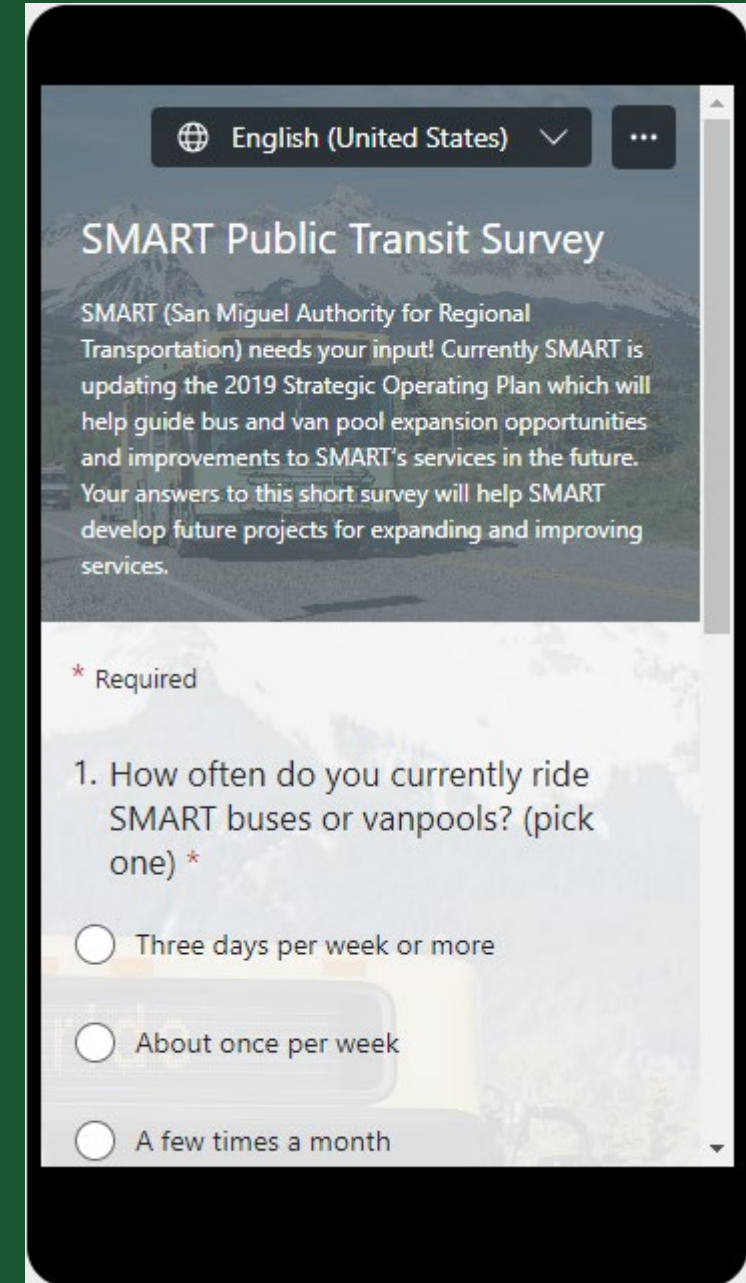
PROJECT PROCESS



Community Survey

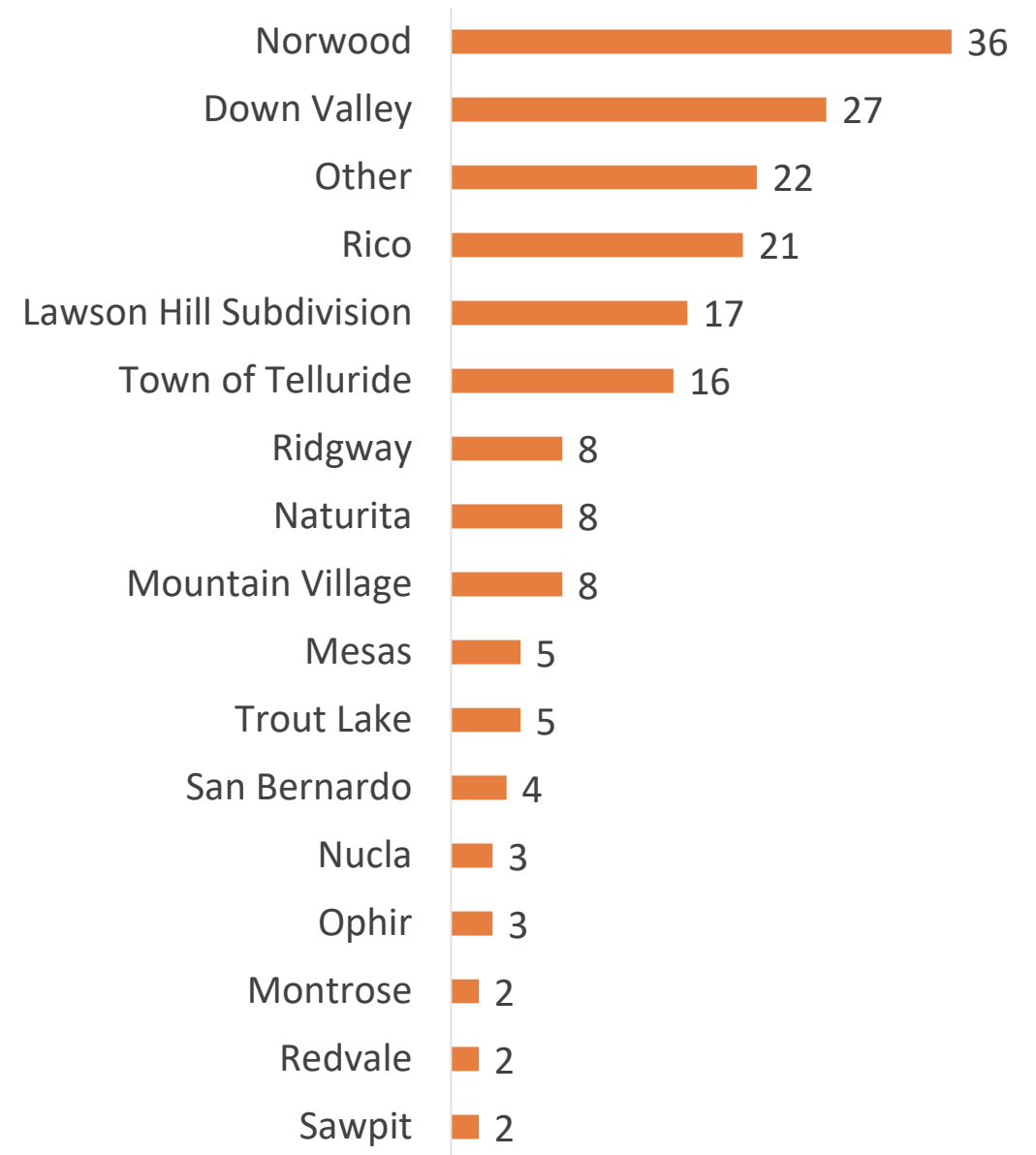
COMMUNITY SURVEY OVERVIEW

- Online Survey
- **193 Survey Responses**
- Available in both English & Spanish
- December 18, 2023 – February 3, 2024
- Additional responses gathered from an interactive activity set up in the Telluride Public Library

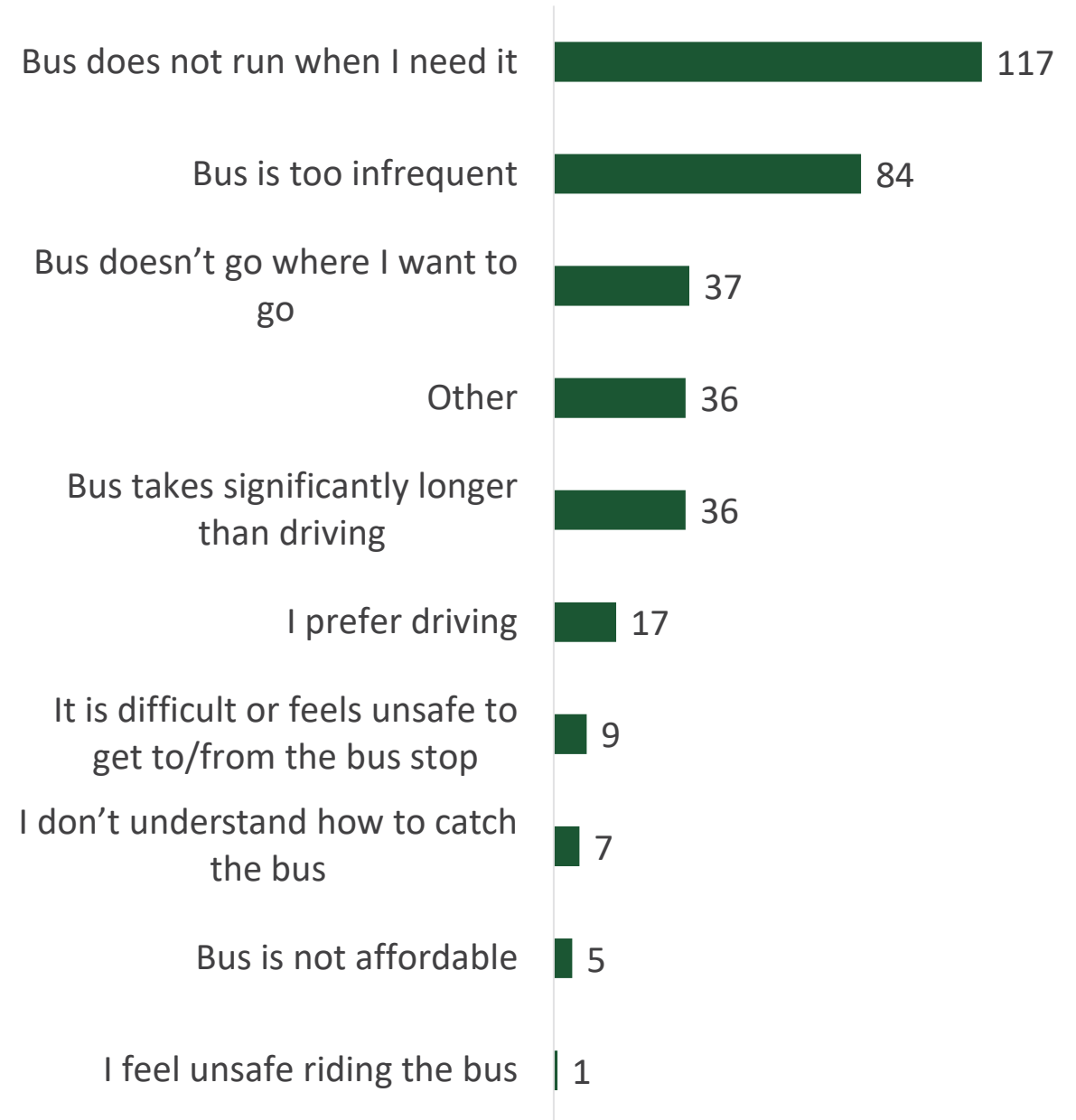


The screenshot shows a mobile application interface for a survey. At the top, there is a language selection dropdown set to "English (United States)" and a menu icon. Below this is the title "SMART Public Transit Survey" and a paragraph of introductory text: "SMART (San Miguel Authority for Regional Transportation) needs your input! Currently SMART is updating the 2019 Strategic Operating Plan which will help guide bus and van pool expansion opportunities and improvements to SMART's services in the future. Your answers to this short survey will help SMART develop future projects for expanding and improving services." Below the text is a section labeled "* Required" followed by question 1: "1. How often do you currently ride SMART buses or vanpools? (pick one) *". There are three radio button options: "Three days per week or more", "About once per week", and "A few times a month".

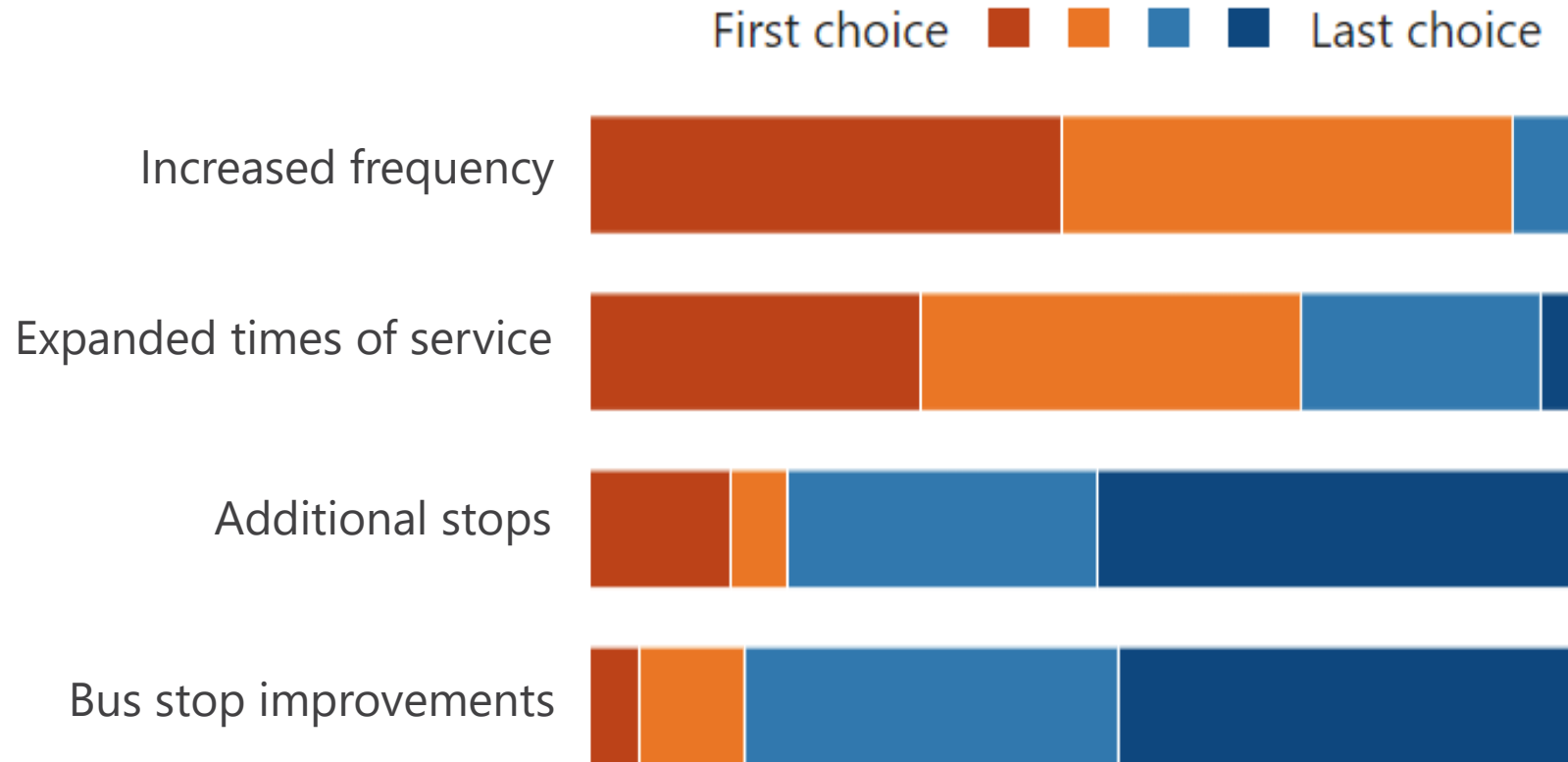
Where do you live?



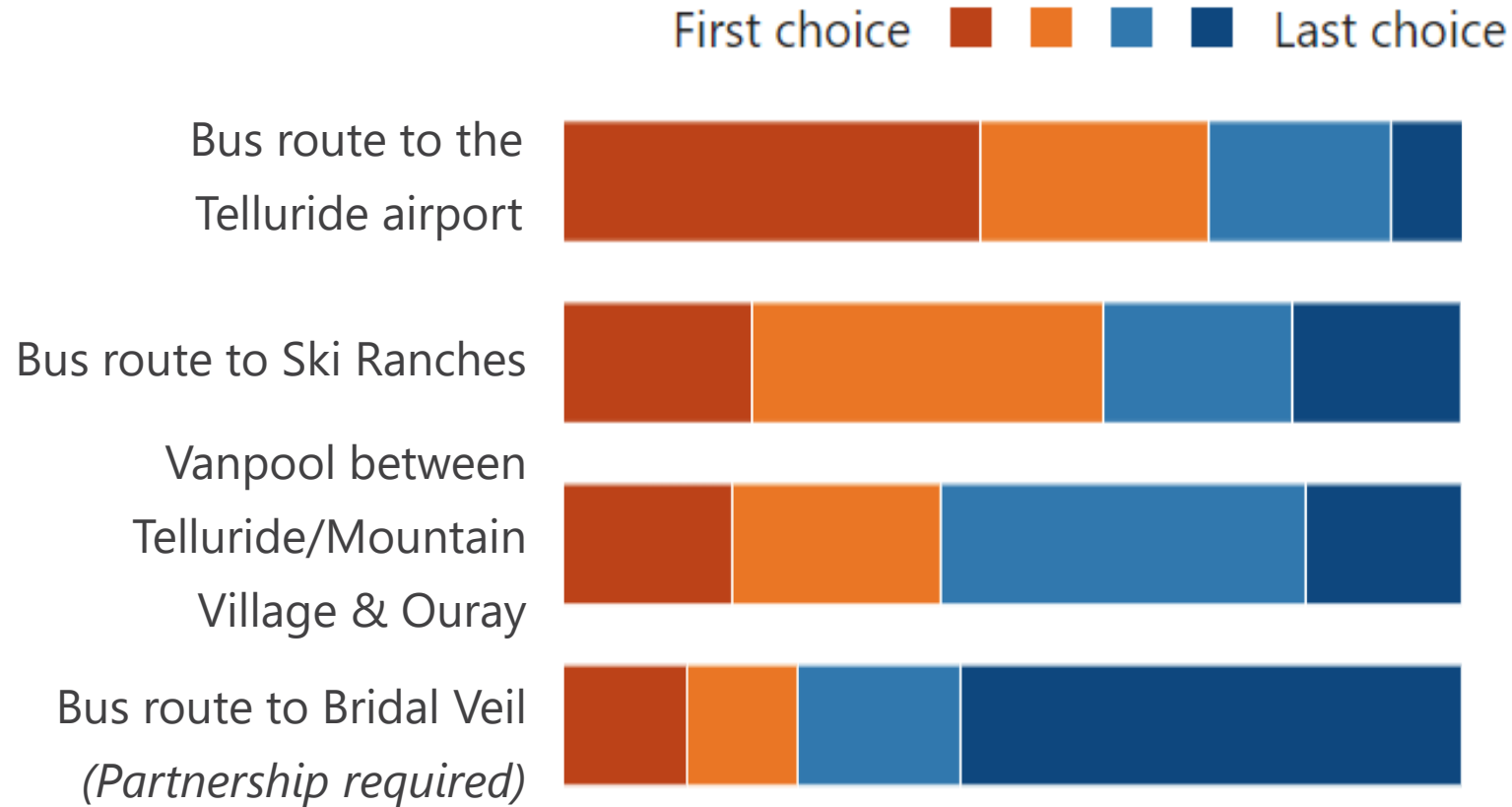
What are the barriers that stop you from riding the bus more often (or at all)?



Rank your priorities for the following potential improvements to SMART's existing bus routes



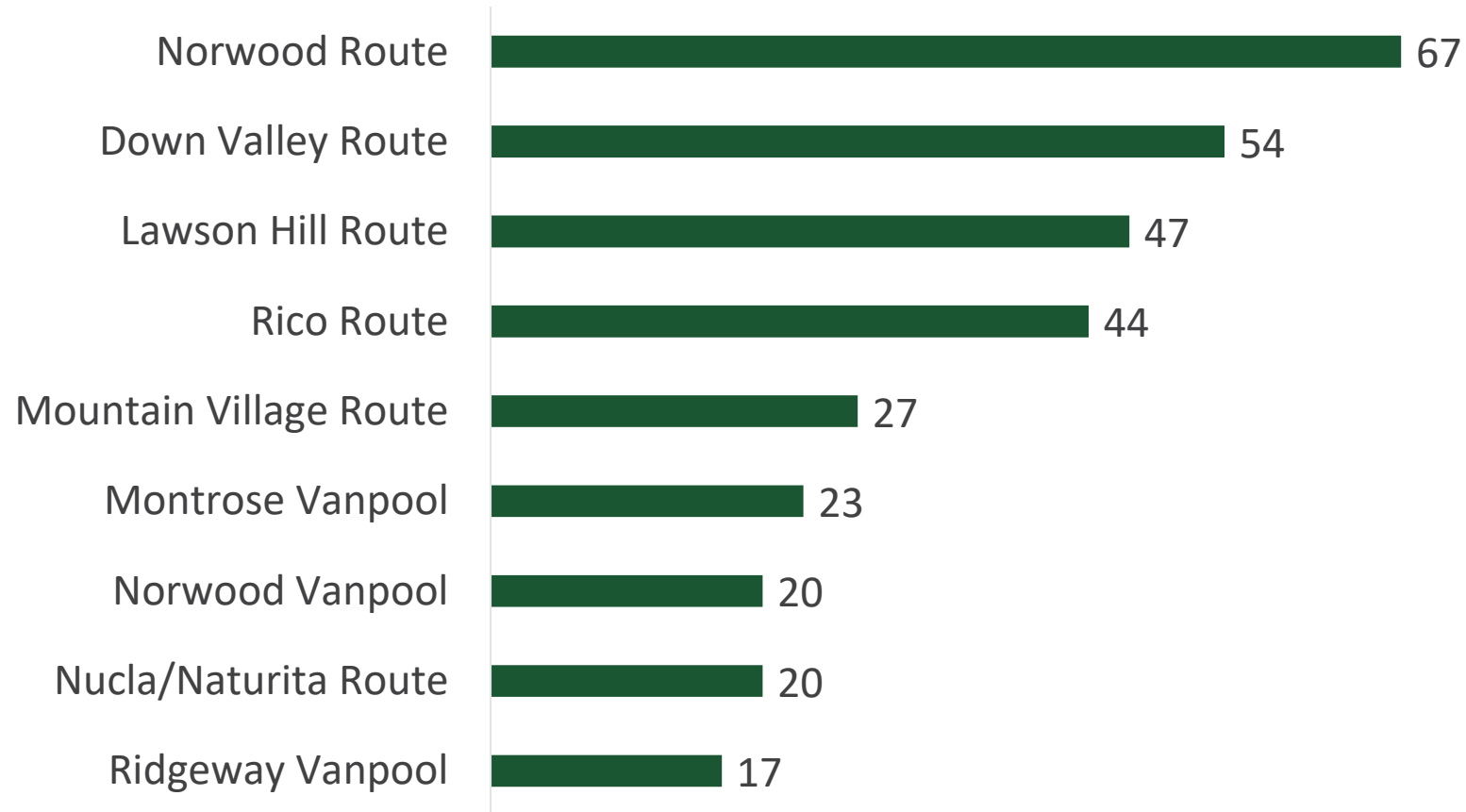
Rank your priorities for potential new services for SMART to operate



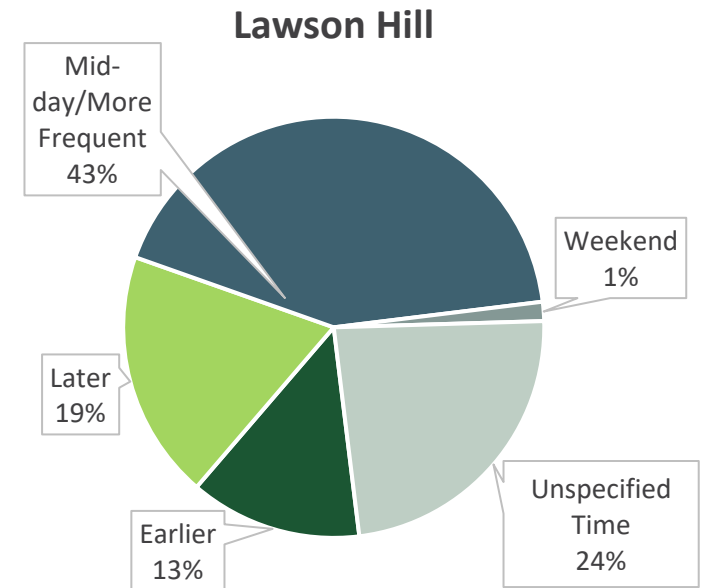
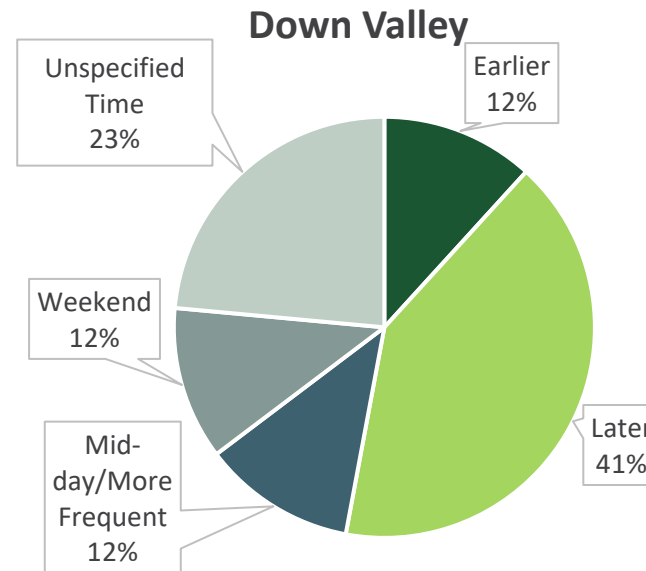
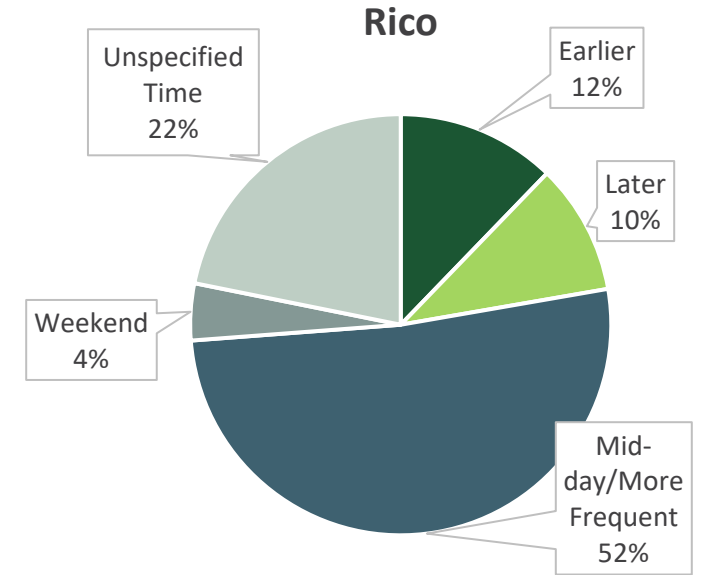
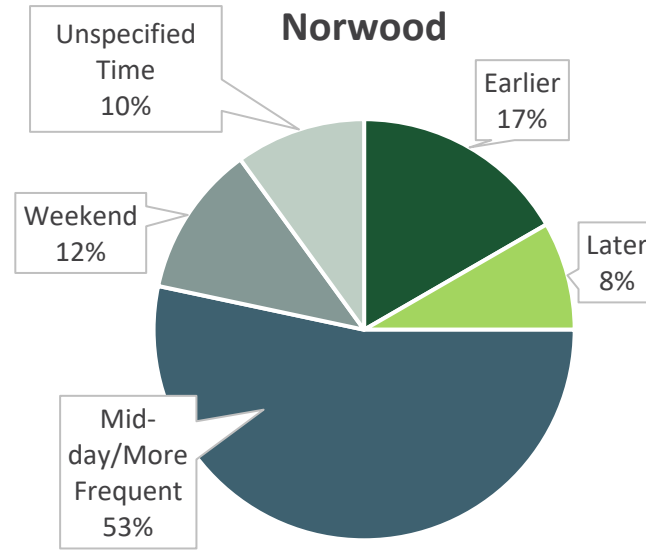
Other suggested new routes:

- Ridgeway (7)
- Montrose (6)
- Ilium (3)

Which routes are your top priority for greater frequency of service?



Which routes do you wish had expanded times of service?



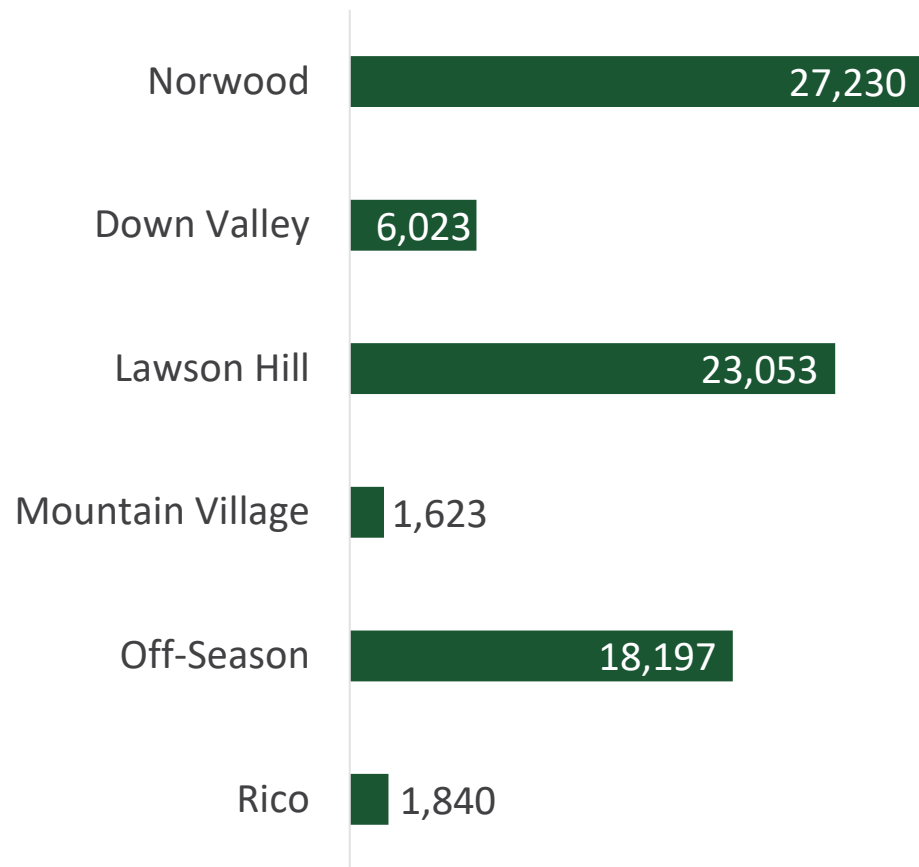
Additional Comments

- GPS tracking app to improve convenience
(Some comments noted needed improvements to the existing app, but many did not realize there is an existing app at all)
- Wi-Fi on the buses
- Improved buses (bigger and/or zero-emission vehicles)

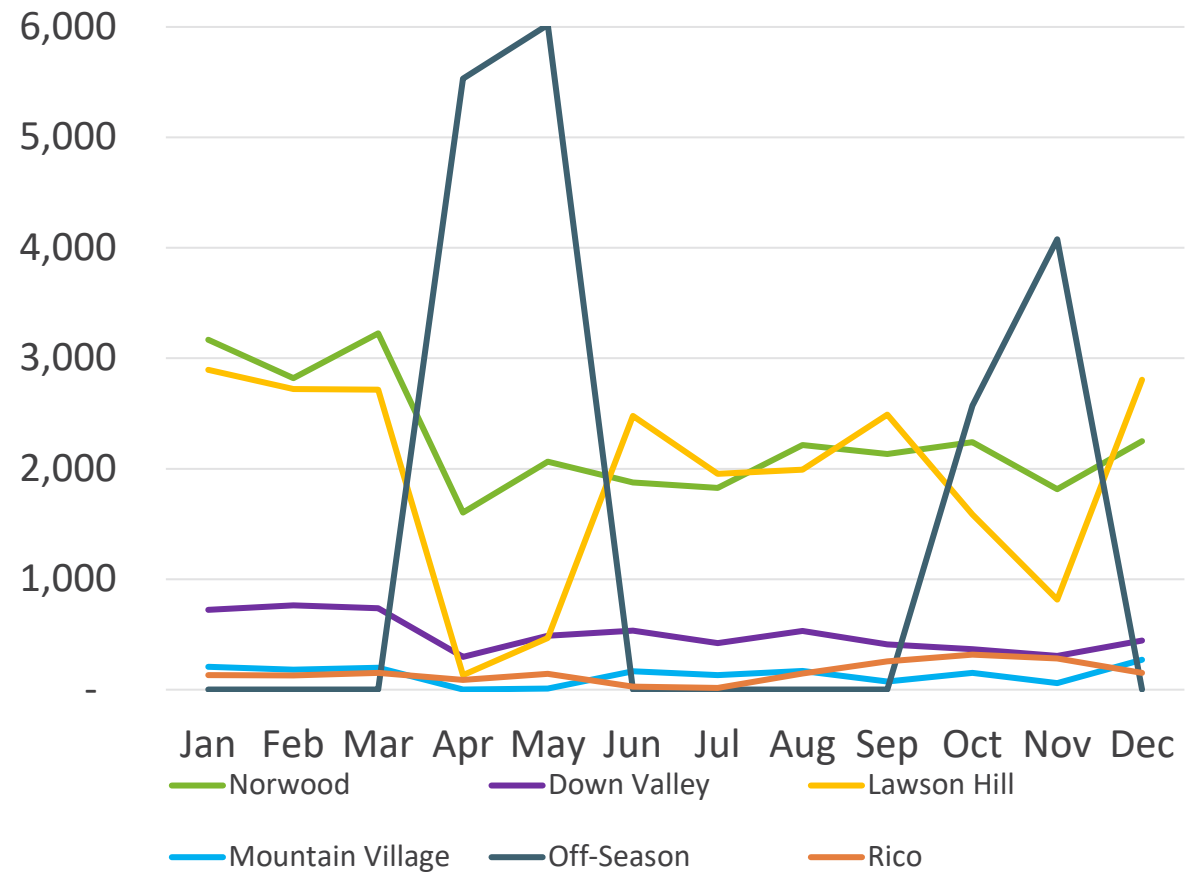
Operations Analysis

Annual Ridership by Route

Total Annual Ridership by Route

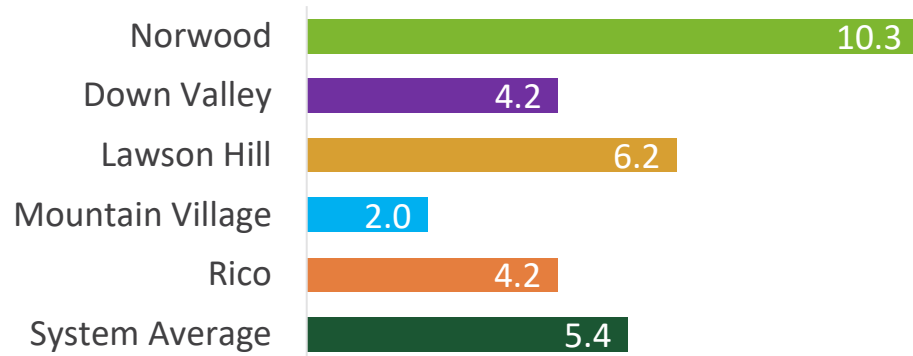


Monthly Ridership by Route

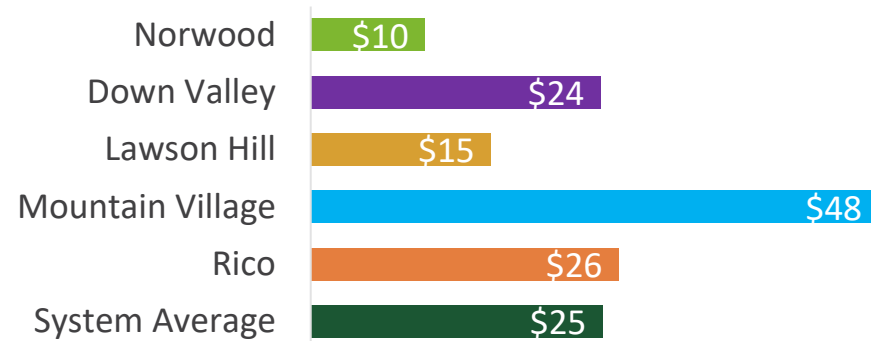


Route Performance Comparison

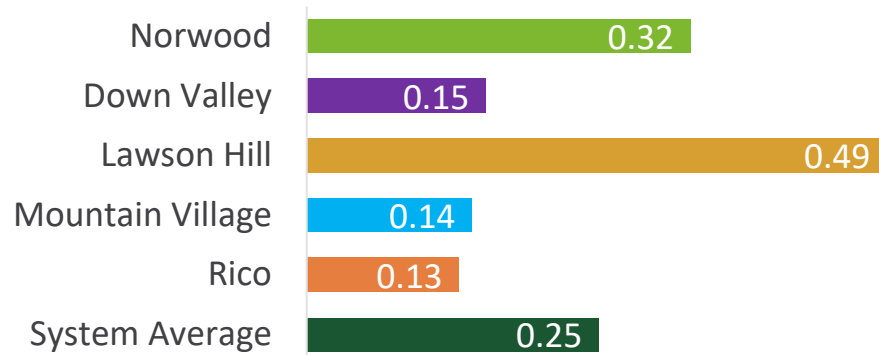
Passenger Trips per Operating Hour



Cost per Passenger Trip



Passenger Trips per Vehicle Mile

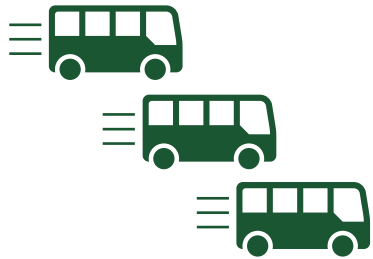


Cost per Vehicle Mile



Draft Recommendations

Highest Priority Areas for Improvement



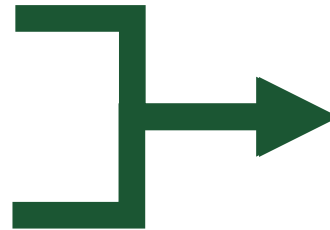
Increased Frequency

Prioritizing Norwood/Down Valley, Rico, and Mountain Village routes to start.



Greater Span of Service

Particularly on Norwood, Down Valley, and Lawson Hill Routes.



Opportunities to Combine Routes

To provide higher levels of service & a more intuitive system.



Identify Priorities for New Service

Identify the resources and partnerships needed for new services identified as priorities by the public.



Marketing & Information

Improving schedule, app, and marketing efforts to make SMART services easier to navigate.

Evaluation Criteria

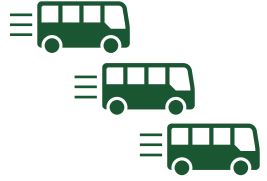
Our team is currently in the stage of evaluating & comparing all draft recommendations based on the following criteria:

- Impact to operating cost
- Improvements to passenger ease of use
- Impacts to capital needs
- Potential Impacts to ridership
- Improvements to level of service provided



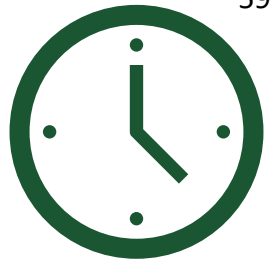
Increased Frequency (Part 1)

Route	Potential Improvement	Notes
Norwood	Additional Run to Norwood	Extend one of the Down Valley morning runs to start in Norwood at 7:50 AM and extend an evening Down Valley run that gets to Placerville at 7:10 PM to arrive in Norwood at 7:40 PM.
	Add a Midday Run to Weekend Service	Add midday weekend service to account for differing work shift times and non-commute weekend trips.
	Increase to 10 Round Trips Per Day	Add 3 additional runs between Norwood and Telluride and consider an additional trip to and from Nucla. Could be done in conjunction with combining route with Down Valley. Would require partnership with Norwood and Montrose County.
	Adjust 5:20 Run to Leave Telluride Later	Giving people more options for return trips and eliminate overlap that this run currently encounters with the one earlier run and reduce congestion at the Courthouse stop.



Increased Frequency (Part 2)

Route	Potential Improvement	Notes
Lawson Hill	Increase to 45-minute Frequency All Day	Will be compared with potential for combination with current off-season route year-round.
	Increase to 30-minute Frequency	Would require an additional bus to operate. Will be compared with potential for combination with current off-season route year-round.
Rico	Add a Midday Run	This would provide riders with more flexibility and could be scheduled to better align with school dismissal since a significant portion of the Rico route's ridership seems to be students and staff.
Mountain Village	Add Two Midday Runs	Would allow for more non-commute types trips like the Lawson Hill route provides. Will be compared with potential for combination with current off-season route year-round.



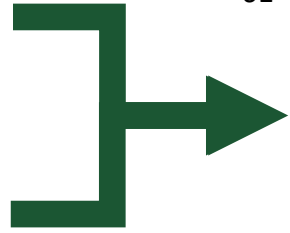
Greater Span of Service (Part 1)

Route	Potential Improvement	Notes
Down Valley	Add Down Valley Weekend Service	Or increase existing weekend service or Norwood route if the two routes are combined.
Down Valley & Norwood	Additional Late Run	Provide service on the Down Valley and/or Norwood route to accommodate non-traditional work schedule and attending dinner/events in town.
Norwood	Additional Morning Run	Add an earlier run in the morning from Norwood.
Lawson Hill	Additional Late Run	Adding an additional run at night to expand the service hours from 6:25am-10:40pm to 6:25am-11:25pm.
	Weekend Service to Bridal Veil Trailhead	Would require significant partnerships and infrastructure improvements to add this service extension.



Greater Span of Service (Part 2)

Route	Potential Improvement	Notes
Mountain Village	Provide Weekend Service	Would allow for more non-commute types trips like the Lawson Hill route provides. Will be compared with potential for combination with current off-season route year-round.
Rico	Provide Weekend Service	Would provide for non-traditional commutes and other non-works trips between Rico and Telluride.



Opportunities to Combine Routes

Route	Potential Improvement	Notes
Down Valley & Norwood/Nucla/Naturita	Combine Down Valley & Norwood routes and increase frequency	This improvement will streamline operations and provide a more intuitive experience for riders . Frequency would be increased to provide higher levels of service for all riders. This would require a partnership with Norwood and Montrose County for the increase in frequency.
Lawson Hill & Mountain Village & Off-Season Route	Make the off-season route year-round providing high frequency service	This improvement will streamline operations and provide a more intuitive experience for riders . The Off-season Express route would still operate during Gondola closures to provide additional replacement service.



Identify Priorities for New Service

Route	Potential Improvement	Notes
Additional Stops on Existing Routes		
Norwood	Mountain Village	May be better served by increased Mountain Village Route Service.
	Two-Rivers on Weekend Runs	Could wait until planned developments are complete.
	Pioneer Village Subdivision	Likely infeasible due to infrastructure needs.
Rico	Mountain Village	May be better served by increased Mountain Village Route Service.
Multiple	Medical Center	Plan for additional stops at new medical center on nearby routes.
Potential New Routes		
Telluride Airport	New Route to Telluride Airport	Likely infeasible due to variability in flight schedules and frequency required to serve these trips.
Ophir Vanpool	New Vanpool Service to Ophir	This is a solution to connect Ophir into Telluride and Mountain Village that is more feasible than detouring the Rico route to Ophir which would require a 5-mile detour where there is insufficient infrastructures for buses.



Marketing & Information

Route	Potential Improvement	Notes
All	Improve & Standardize Bus Schedules	Simplifying and standardizing route schedules can make riding the bus more intuitive , especially for new or infrequent riders.
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 help riders plan their trips and feel confident riding the bus.

Facilities Improvements

- Bus stop improvements program
- Partner to expand bus barn in Norwood
- Contribute money to bus barn in Rico
- Develop timelines for:
 - Renovations of Lawson Hill property
 - Construction of new facility on property in Ilium

Additional Improvements

- Threshold for capacity and operations for replacing cutaway buses with 28-passenger full buses on Lawson Hill & Off-season routes
- Reroute all routes terminating in Telluride to drop-off at the Gondola:
 - Short-term: Reroute smaller buses
 - Long-term: Consider space for large buses in future plans for the Gondola station area

Next Steps

Next Steps

- Evaluate and refine draft project list (April)
- Get feedback on draft project list at public open houses (April/May)
- Present refined project list to the board (May)
- Perform microtransit suitability analysis (Summer 2024)
- Final Strategic Operating Plan Report (Fall 2024)

Discussion

Discussion Questions

- Questions or concerns on these draft improvements?
- Modifications you suggest to these improvements?
- What improvements are we missing?
- Is there additional information you need to evaluate these improvements?