



**San Miguel Authority for Regional Transportation
Board of Directors Meeting Agenda
February 8th, 2024
3 p.m.**

This meeting will be held virtually via Zoom:
<https://us02web.zoom.us/j/81530010344?pwd=cW5sVFNsUDNZdkhtd0tRYjFHd3p4Zz09>
 Meeting ID: 815 3001 0344
 Passcode: 251670

Item No.	Presenter	Item Type	Topic	Packet Page	Estimated Time
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2024-4, Part 1a, regarding the Review and Approval of the February 8th, 2024 Agenda and Consent Items and; Part 1b, regarding the Review and Approval of January 5th, 2024 Meeting Minutes.	6	5
3.	Averill	Discussion	2024 IGA amendment(s) – introductory discussion	7	15
4.	Distefano	Discussion	4 th Quarter 2023 Performance Report	43	10
5.	Distefano	Report	February 2023 Operations Report	54	10
6.	-	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.	-	-

7.	All	Report	Round Table Updates and Reports	-	5
----	-----	--------	---------------------------------	---	---

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



San Miguel Authority for Regional Transportation
Board of Directors Meeting Agenda
February 8th, 2024
3 p.m.

This meeting will be held virtually via Zoom:
<https://us02web.zoom.us/j/81530010344?pwd=cW5sVFNsUDNZdkhtd0tRYjFHd3p4Zz09>
 Meeting ID: 815 3001 0344
 Passcode: 251670

Item No.	Presenter	Item Type	Topic
1.	-	-	Public Comment
2.	Board	Meeting Resolution	Resolution 2024-4, Part 1a, regarding the Review and Approval of the February 8th, 2024 Agenda and Consent Items and; Part 1b, regarding the Review and Approval of January 5th, 2024 Meeting Minutes.
3.	Averill	Discussion	2024 IGA amendment(s) – introductory discussion
4.	Distefano	Discussion	4 th Quarter 2023 Performance Report
5.	Distefano	Report	February 2023 Operations Report
6.	-	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.

7.	All	Report	Round Table Updates and Reports
----	-----	--------	---------------------------------

**San Miguel Authority for Regional Transportation
Board of Directors Meeting January 5th, 2024 Regular Meeting
Virtual meeting minutes**

Member Directors Present: San Miguel County - Lance Waring, Kris Holstrom. Town of Telluride - Meehan Fee, Ashley Story Von Sprecken, Teddy Errico (alternate), Town of Mountain Village – Rick Garcia, Tucker Magid.

Staff Present: David Averill, Kari Distefano, (SMART). Kelly Kronenberg, 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 2024-1, Part 1a, regarding the Review and Approval of the January 5th, 2024 Agenda and Consent Items and Part 1b, regarding the Review and Approval of December 14th, 2023 Meeting Minutes.

Teddy Errico moved to adopt Resolution 2024-1, parts 1a and 1b.
Lance Waring seconded the motion.

A unanimous vote approved the motion.

Item 3: Resolution 2024-2 Mill Levy Certification for FY24

Averill gave background on the item explaining the necessity of certifying the mill levy's for the fiscal year. There were no concerns or questions expressed by the Board.

Meehan Fee moved to adopt Resolution 2024-2
Lance Waring seconded the motion.

A unanimous vote approved the motion.

Item 4: Resolution 2024-3 Adoption of Fiscal Year 2024 Budget, Capital Plan, and Appropriations

Averill recapped the previous discussions regarding the development of the 2024 budget and capital plan. He then presented the recommended budget and capital plan for the Boards consideration. There were no questions or concerns expressed by the Board.

Meehan Fee moved to adopt Resolution 2024-3
Tucker Magid seconded the motion.

A unanimous vote approved the motion.

Item 5: January 2024 Operations Report

Distefano presented the January '24 Operations Report. Updates included an update on planning for the Montrose route and monthly ridership report.

Item 6: Round Table Updates and Reports

No updates or reports were offered.

The meeting was adjourned at 3:37 p.m.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS FEBRUARY 8TH, 2024 REGULAR MEETING

RESOLUTION NO. 2024-4

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 February 8th, 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 February 8th, 2024 regular meeting the Board took action on the following:
 - a. Approval of the February 8th, 2024 meeting agenda (Exhibit A)
 - b. Approval of the Board meeting minutes for the January 5th, 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 FEBRUARY 8TH, 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
February 8 th , 2024	3	D.Averill
Objective/Requested Action		
The objective of this item is to introduce a needed change (amendment) to the SMART governing IGA and the process and timeline that will be necessary to accomplish that.		Report Work Session X Discussion Action
Key Points		
<p>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.</p> <p>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.</p> <p>The issue we have before us is that Section 7.01(a) of the SMART IGA (<i>Funding the Authority - Baseline Funding</i>) 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.</p> <p>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. While this process sounds relatively straight forward, it can also take 2-3 months due to meeting cycles and the coordination it requires at the local level. Since the opportunity is here to make amendments to the IGA, staff is also recommending a review by Board members and local staff members to identify any other possible changes that may be warranted. At this point, after my own review, I don’t have any other changes identified but other’s may have ideas worth exploring.</p> <p>I anticipate working with local managers on a quick review to see if there are any changes we’d like to bring forward from a staff perspective. I encourage Board members to also review the IGA and either discuss questions/ideas with their respective manager or reach out to me directly. At this point an ideal timeline would be to identify any other changes needing to be made in the next 3-4 weeks. At that point we can start scheduling with the local boards to approve the changes. Once that is complete we’ll bring it back to the SMART Board for adoption and subsequent modification of the document itself – by April if we’re lucky but it will likely be the May or June regular meeting.</p>		
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. Other advantages may also be realized depending on what kind of other changes may be identified.

Disadvantages

None noted.

Analysis/Recommendation(s)

None at this time.

Attachments

Attachment A: current SMART IGA

Attachment B: SMART IGA Amendment history

**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 9th, 2016

Amended November 14th, 2019

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.

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS

- Section 1.01. Definitions from the Act
- Section 1.02. Other Definitions

ARTICLE II ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

- Section 2.01. Establishment
- Section 2.02. Purpose
- Section 2.03. Boundaries
- Section 2.04. Voter Approval
- Section 2.05. Initial Members
- Section 2.06. Additional Members
- Section 2.07. Town of Rico Voter Approval

ARTICLE III BOARD OF DIRECTORS

- Section 3.01. Establishment of Powers
- Section 3.02. Directors
- Section 3.03. Alternate Directors
- Section 3.04. Appointment of Directors and Alternate Directors
- Section 3.05. Terms of Office
- Section 3.06. Resignation and Removal
- Section 3.07. Vacancies
- Section 3.08. Compensation
- Section 3.09. Resolutions and Voting
- Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget
- Section 3.11. Powers of the Board
- Section 3.12. Bylaws and Rules
- Section 3.13. Additional Directors
- Section 3.14. Board Officers

ARTICLE IV
ADMINISTRATIVE AND ADVISORY COMMITTEES

- Section 4.01. Generally
- Section 4.02. Administrative Advisory Committee
- Section 4.03. Other Advisory Committees

ARTICLE V
PERSONNEL

- Section 5.01. Generally
- Section 5.02. Administrator
- Section 5.03. Powers and Duties
- Section 5.04. Vacancies
- Section 5.05. Compensation

ARTICLE VI
POWERS OF THE AUTHORITY

- Section 6.01. General Grant of Powers
- Section 6.02. Specific Responsibilities
- Section 6.03. Limitations on Powers of the Authority
- Section 6.04. Existing Transit Services

ARTICLE VII
FUNDING THE AUTHORITY

- Section 7.01. Baseline Funding
- Section 7.02. Discretionary Member Contributions
- Section 7.03. Mitigation of Development Impacts
- Section 7.04. Pursuit of Grants
- Section 7.05. Capital Projects and Bonds
- Section 7.06. No Implied Limits of Powers

ARTICLE VIII
TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 9.01. Effective Date

Section 9.02. Termination

Section 9.03. Distribution of Assets Upon Termination

ARTICLE X
DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND
EMPLOYEES

ARTICLE XI
AMENDMENTS

Section 11.01. Amendments Generally

Section 11.02. Amendments to Boundaries

Section 11.03. Modification of Appendices

ARTICLE XII
MISCELLANEOUS

Section 12.01. Adoption and Execution of Agreement in Accordance with Law

Section 12.02. Parties of Interest

Section 12.03. No Personal Liability

Section 12.04. Notices

Section 12.05. Assignment

Section 12.06. Severability

Section 12.07. Interpretation

Section 12.08. Governing Law

APPENDIX A: DETERMINATION OF BOUNDARIES OF THE AUTHORITY

APPENDIX B: MAP OF PROPOSED DISTRICT BOUNDARIES

APPENDIX C-1: SAN MIGUEL COUNTY ESTABLISHMENT QUESTION

APPENDIX C-2: TOWN OF TELLURIDE ESTABLISHMENT BALLOT QUESTION

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

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

APPENDIX D: INITIAL TRANSIT SERVICE PLAN

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 9TH, 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 a 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” is 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).

“*Authorized Transportation Projects*” refers to Specific Responsibilities outlined in Section 6.02 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)(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, board of 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 is 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 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 law (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-4. Any Governing Body's modification(s) to a ballot question that are 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 issue 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)(I) 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 their 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 Administrative Advisory Committee will include but not be limited 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 Executive 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 area 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 1% 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. They further agree 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.

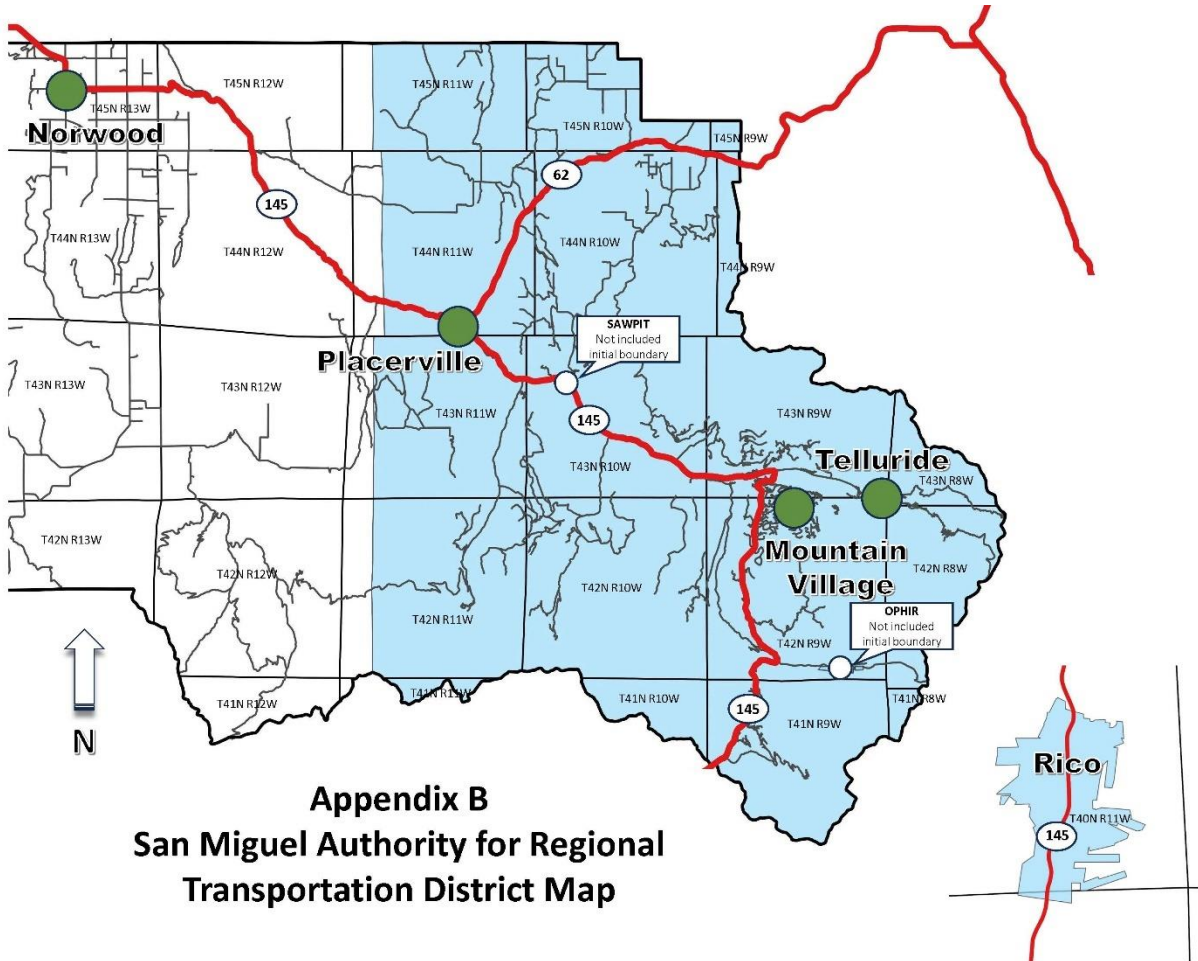
Section 12.08. Governing Law. The laws of the State shall govern the construction and enforcement of the Agreement Venue for purposes of any litigation arising under this Agreement shall only be proper in the San Miguel County District Court.

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 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 HAVE A SEAT ON THE SMART BOARD OF DIRECTORS?

YES _____ NO _____

SMART IGA Amendment History

NOVEMBER 2016

The initial SMART IGA is approved by Mountain Village, Telluride, and San Miguel County on November 9th, 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 5th, 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 14th, 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.

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
February 8 th , 2024	5	KLD
This is a discussion item to review the 4th Quarter, 2023 Performance Report		X Report Work Session Discussion Action
Key Points		
Highlights and comparisons to Q1, Q2 and Q3 of 2023 <ul style="list-style-type: none"> - Ridership on the Down Valley Route has continued to decline. Ridership on the Norwood and Nucla/Naturita Routes has remained stable but is not as strong as it was in the first quarter. Ridership on the Rico Route in the 4th Quarter is higher than it was in Q1, Q2 and Q3. Ridership on the Lawson Hill and Lawson Hill/Mountain Village Route is affected by Offseason, however ridership on the Lawson Hill/Mountain Village Route was strongest in the 4th Quarter regardless of the fact that the Offseason Schedule was in effect in October and November. We are seeing the affect of the charges for parking in the Gondola Parking Structure in the Village. - Incidents on this report on the Norwood Route were service disruptions due to the mechanical issues that continue to plague our larger buses. We hope to have at least one new 40 passenger bus on the road in February. - Complaints in the 4th Quarter were due to missed stops. Complaints about missed stops are verified with both the Swiftly and Samsara Apps. - Performance with respect to early departures was better in the 4th Quarter than the other three quarters on all routes except for the Down Valley Route. There was a notable missed route on the Lawson Hill/Mountain Village Route. Both situations have been addressed. - The Rico Route has had no early departures, late arrivals or missed stops. - In general, in the 4th Quarter, percent faults fall well below 5%. 		
Committee Discussion		
NA		
Supporting Information		
NA		
Fiscal Impact		
NA		
Advantages		
None noted.		
Disadvantages		
None noted.		
Analysis/Recommendation(s)		
NA		
Attachments		
SMART Performance Report for 4th Quarter, 2023		

SMART Quarterly Report														
4th Quarter	Cost Allocation						Trips			Service Measures				
	Operational Cost by Transit Function					Total Allocated Cost	Revenue Hours Miles per Passenger Trip			Service Effectiveness Measures		Cost Efficiency Measures		Cost Effectiveness Measure
	Revenue Hours SMART Vehicles	Revenue Hours TEX Vehicles	Extra Costs (bus washing, storage, towing, admin)	Maintenance	Fuel		Revenue Hours	Revenue Miles	Pass. Trips	Pass. per Revenue Hour	Pass. per Revenue Mile	Cost per Revenue Service Hour	Cost per Revenue Service Mile	
Route / Service Name														
<u>Down Valley Route</u>	\$29,339	\$9,996	\$654	\$35	\$3,365	\$43,388	363	10,010	1,122	3.09	0.11	\$119.55	\$4.33	\$38.67
<u>Lawson Hill Route</u>	\$83,360	\$0	\$1,490	\$0	\$8,168	\$93,018	869	10,857	5,194	5.98	0.48	\$107.07	\$8.57	\$17.91
<u>Lawson Hill/Mountain Village Route</u>	\$17,461	\$312	\$323	\$15	\$1,729	\$19,839	184	2,650	487	2.65	0.18	\$107.82	\$7.49	\$40.74
<u>Norwood Route</u>	\$33,347	\$14,143	\$783	\$127	\$4,039	\$52,440	435	13,516	3,911	8.98	0.29	\$120.44	\$3.88	\$13.41
<u>Nucla/Naturita Route</u>	\$21,758	\$0	\$410	\$94	\$2,109	\$24,371	228	7,618	2,407	10.58	0.32	\$107.12	\$3.20	\$10.12
<u>Rico Route</u>	\$9,046	\$2,452	\$195	\$14	\$1,004	\$12,711	108	3,588	879	8.11	0.24	\$117.33	\$3.54	\$14.46
<u>Offseason</u>	\$72,959	\$901	\$1,519	\$244	\$6,897	\$82,520	768	13,369	5,791	7.54	0.43	\$107.45	\$6.17	\$14.25
<u>Offseason Express</u>	\$22,908	\$0	\$462	\$74	\$2,208	\$25,652	246	4,463	1,532	6.22	0.34	\$104.09	\$5.75	\$16.74
<u>Montrose</u>	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0.00	0.00	\$0.00	\$0.00	\$0.00
<u>Montrose/Telluride 1</u>	\$0	\$0	\$0	\$229	\$1,106	\$1,335	125	6,176	488	3.90	0.08	\$10.68	\$0.22	\$2.74
<u>Montrose/Telluride 2</u>	\$0	\$0	\$0	\$1,366	\$1,129	\$2,495	170	8,410	543	3.19	0.06	\$14.66	\$0.30	\$4.59
<u>Montrose/Mountain Village</u>	\$0	\$0	\$0	\$1,526	\$1,880	\$3,406	165	8,184	160	0.97	0.02	\$20.65	\$0.42	\$21.29
<u>Norwood/Mountain Village 1</u>	\$0	\$0	\$0	\$1,326	\$1,880	\$3,206	90	3,996	231	2.57	0.06	\$35.62	\$0.80	\$13.88
<u>Norwood/Mountain Village 2</u>	\$0	\$0	\$0	\$2,677	\$1,880	\$4,557	105	4,662	205	1.95	0.04	\$43.40	\$0.98	\$22.23
<u>Norwood/Mountain Village 3</u>	\$0	\$0	\$0	\$1,429	\$649	\$2,078	81	3,929	155	1.91	0.04	\$25.65	\$0.53	\$13.40
<u>Telluride/Ridgway</u>	\$0	\$0	\$0	\$225	\$861	\$1,086	100	2,659	189	1.90	0.07	\$10.90	\$0.41	\$5.74
Total	\$290,178	\$27,803	\$5,837	\$9,380	\$38,904	\$372,102	4,037	104,086	23,294	5.77	0.22	\$92.17	\$3.57	\$15.97

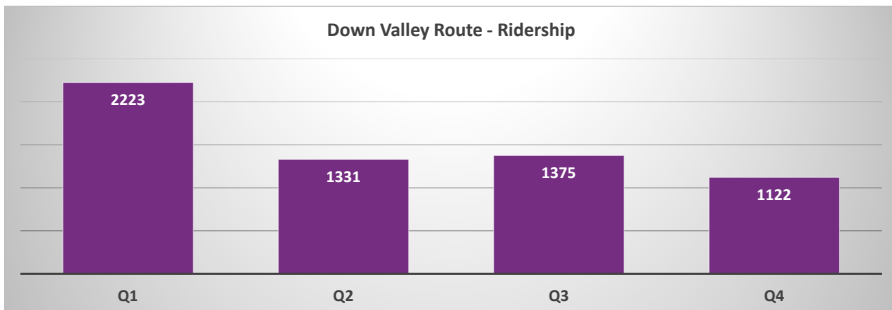
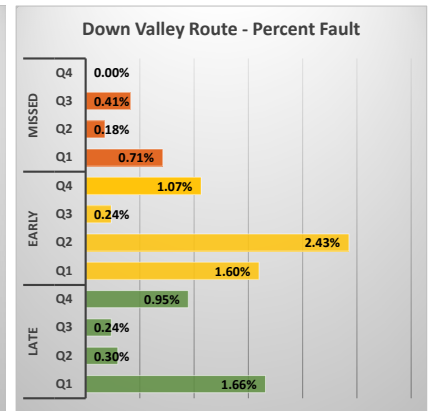
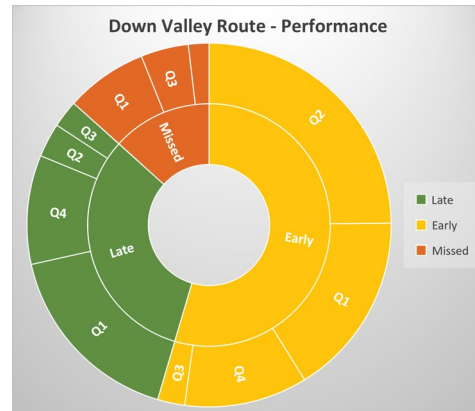
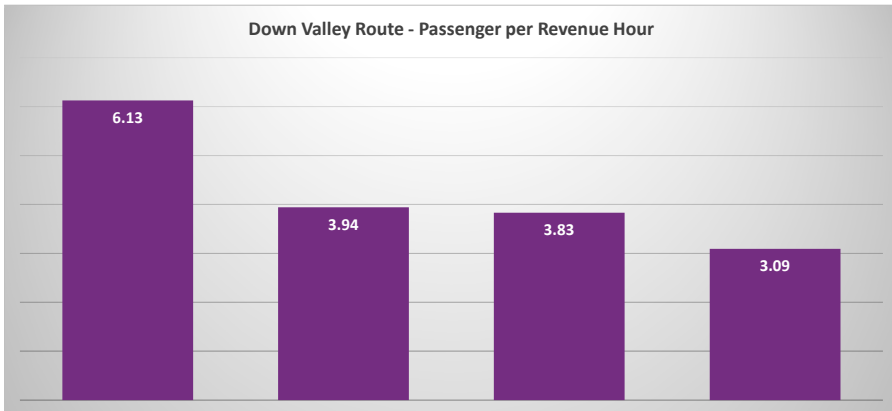
Route / Service Name	Fare Capture		Safety and Comfort			Performance						
	Fare Recovery	Operating Farebox Ratio	Accidents	Incidents	Complaints	Route	Total Scheduled Stops	Late	Early	Missed	Total Faults	Percent Faults
<u>Down Valley Route</u>	\$600	1.38%	0	0	0	<u>Down Valley Route</u>	1690	16	18	0	34	2.01%
<u>Lawson Hill Route</u>	\$0	0.00%	0	0	1	<u>Lawson Hill Route</u>	3564	15	14	0	29	0.81%
<u>Lawson Hill/Mountain Village Route</u>	\$0	0.00%	0	1	0	<u>Lawson Hill/Mountain Village Route</u>	1104	0	1	24	25	2.26%
<u>Norwood Route</u>	\$6,639	12.66%	0	5	1	<u>Norwood Route</u>	1339	8	9	3	20	1.49%
<u>Nucla/Naturita Route</u>	\$5,336	21.90%	0	0	0	<u>Nucla/Naturita Route</u>	845	5	0	0	5	0.59%
<u>Rico Route</u>	\$2,027	15.95%	0	0	0	<u>Rico Route</u>	130	0	0	0	0	0.00%
<u>Offseason</u>	\$0	0.00%	0	1	4	<u>Offseason</u>	4263	162	89	5	256	6.01%
<u>Offseason Express</u>	\$0	0.00%	1	0	0	<u>Offseason Express</u>	1083	41	29	0	70	6.46%
<u>Montrose</u>	\$0	0.00%	0	0	0	<u>Montrose</u>	0	0	0	0	0	0.00%
<u>Montrose/Telluride 1</u>	\$1,560	116.84%	0	0	0							
<u>Montrose/Telluride 2</u>	\$1,200	48.10%	0	0	0							
<u>Montrose/Mountain Village</u>	\$360	10.57%	0	0	0							
<u>Norwood/Mountain Village 1</u>	\$720	22.46%	0	0	0							
<u>Norwood/Mountain Village 2</u>	\$560	12.29%	0	0	0							
<u>Norwood/Mountain Village 3</u>	\$550	26.47%	0	0	0							
<u>Telluride/Ridgway</u>	\$760	70.00%	0	0	0							
Total	\$20,312		1	7	6							

Down Valley Route - Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	363	338	359	363	2223	1331	1375	1122	6.13	3.94	3.83	3.09
Down Valley AM	135	125	134	135	1008	594	577	570	7.44	4.76	4.31	4.21
Down Valley Middyay	98	94	96	98	356	224	317	177	3.65	2.39	3.29	1.82
Down Valley PM	130	119	129	130	859	513	481	375	6.61	4.30	3.74	2.88

Down Valley Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	1.66%	0.30%	0.24%	0.95%	1.60%	2.43%	0.24%	1.07%	0.71%	0.18%	0.41%	0.00%
Total	28	5	4	16	27	41	4	18	12	3	7	0
Down Valley AM	11	0	0	6	14	9	1	5	6	3	2	0
Down Valley Middyay	2	1	0	0	2	21	2	1	4	0	1	0
Down Valley PM	15	4	4	10	11	11	1	12	2	0	4	0

Down Valley Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	0	2	0	0	0	1	0	0	0

Down Valley Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio (fares/expenditures)			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$16.82	\$30.33	\$28.13	\$38.67	\$1,377	\$757	\$441	\$600	3.12%	1.90%	1.14%	1.38%

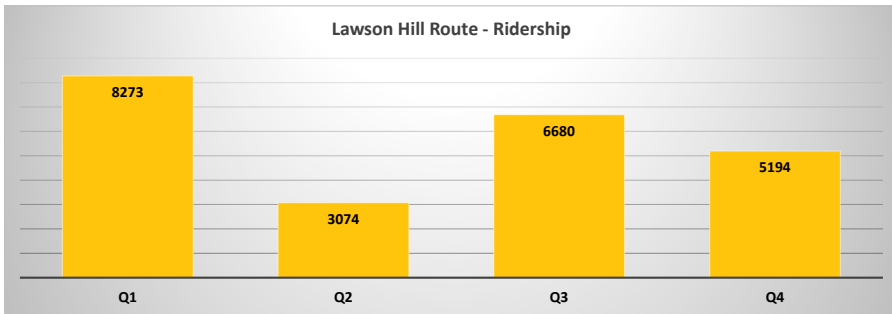
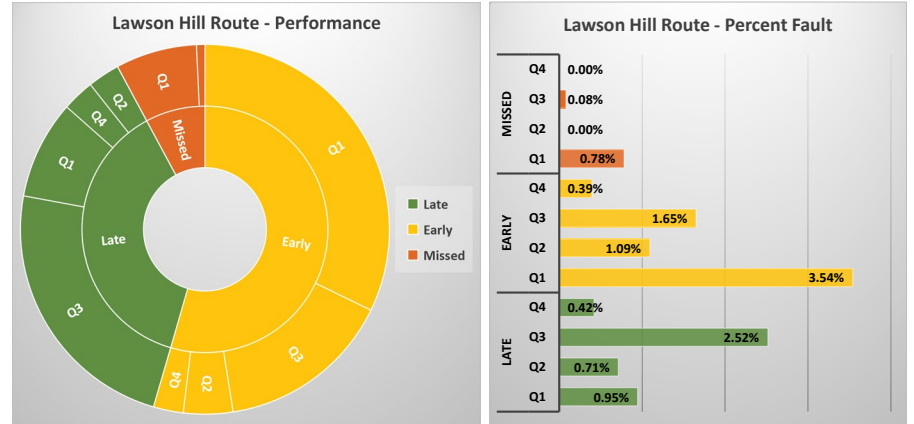
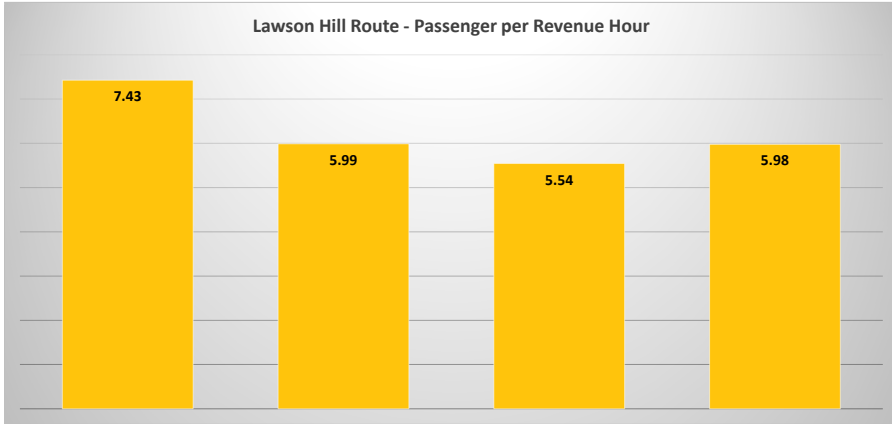


Lawson Hill Route - Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	1114	514	1205	869	8273	3074	6680	5194	7.43	5.99	5.54	5.98
Lawson Hill AM	416	192	450	324	2795	1032	2067	1564	6.72	5.38	4.59	4.82
Lawson Hill MIDDAY	508	234	549	396	4499	1616	3764	3158	8.86	6.91	6.85	7.98
Lawson Hill PM	190	88	206	148	979	426	849	472	5.14	4.85	4.12	3.18

Lawson Hill Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	0.95%	0.71%	2.52%	0.42%	3.54%	1.09%	1.65%	0.39%	0.78%	0.00%	0.08%	0.00%
Total	46	15	125	15	172	23	82	14	38	0	4	0
Lawson Hill AM	18	6	38	3	25	7	35	4	6	0	3	0
Lawson Hill MIDDAY	13	8	82	11	79	12	36	4	23	0	0	0
Lawson Hill PM	15	1	5	1	68	4	11	6	9	0	1	0

Lawson Hill Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	0	2	0	0	0	3	1	2	1

Lawson Hill Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$8.16	\$14.77	\$19.19	\$17.91	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	0.00%

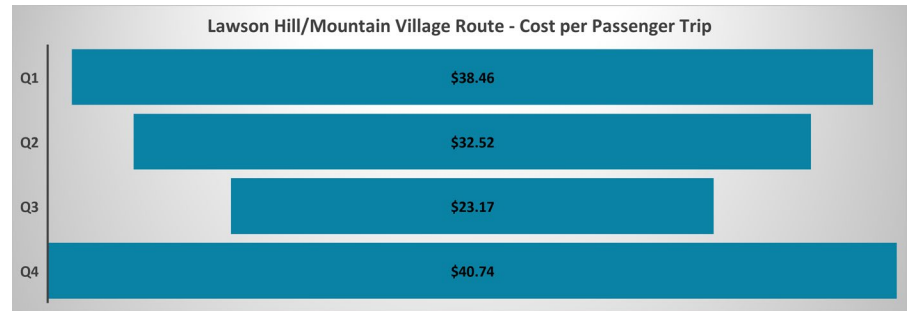
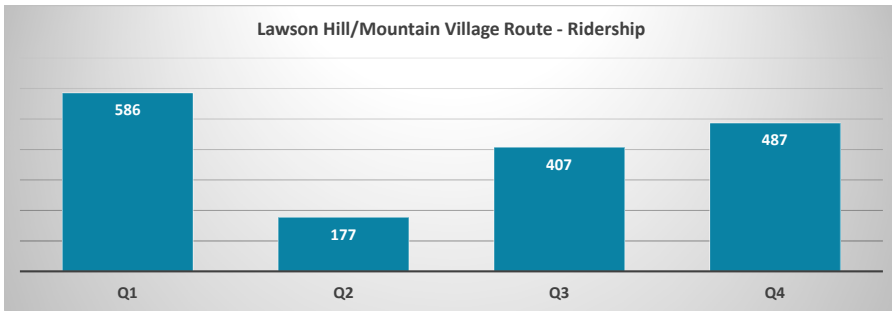
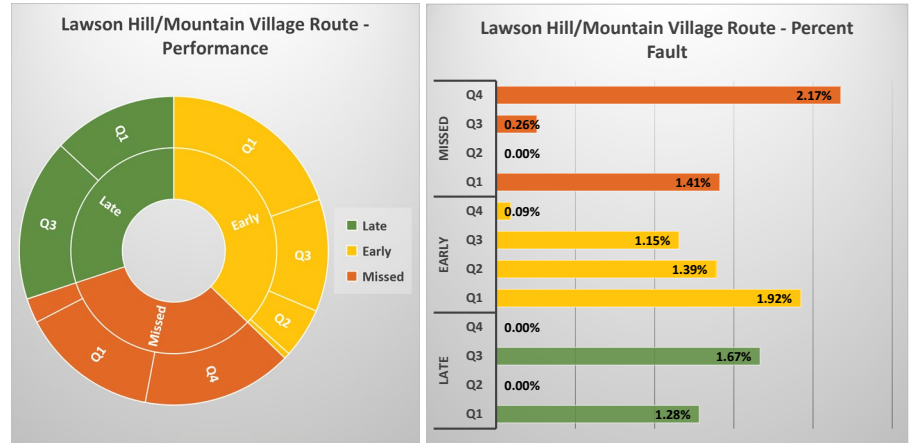
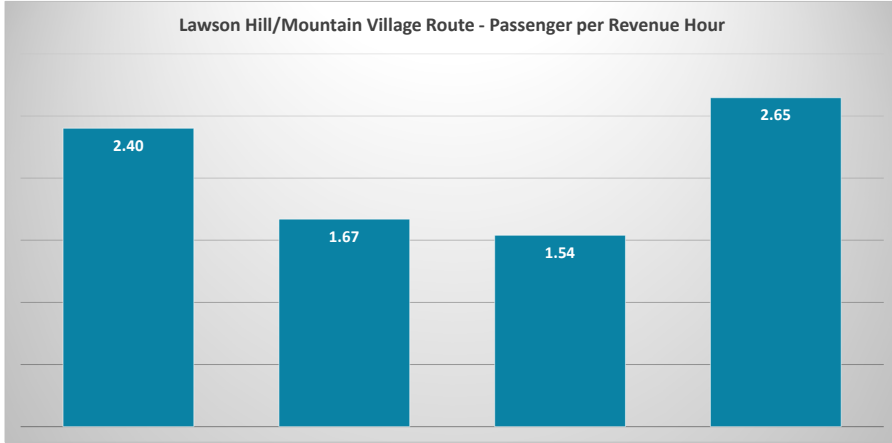


Lawson Hill/Mountain Village Route- Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	244	106	264	184	586	177	407	487	2.40	1.67	1.54	2.65
Lawson Hill/Mountain Villag	122	53	132	92	354	85	194	211	2.90	1.60	1.47	2.29
Lawson Hill/Mountain Villag	122	27	66	46	232	92	213	276	1.90	3.47	3.22	6.00

Lawson Hill/Mountain Village Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	1.28%	0.00%	1.67%	0.00%	1.92%	1.39%	1.15%	0.09%	1.41%	0.00%	0.26%	2.17%
Total	20	0	26	0	30	8	18	1	22	0	4	24
Lawson Hill/Mountain Villag	10	0	16	0	14	4	5	0	11	0	3	0
Lawson Hill/Mountain Villag	10	0	10	0	16	4	13	1	11	0	1	24

Lawson Hill/Mountain Village Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	0	1	0	0	1	0	0	0	0

Lawson Hill/Mountain Village Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$38.46	\$32.52	\$23.17	\$40.74	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	0.00%

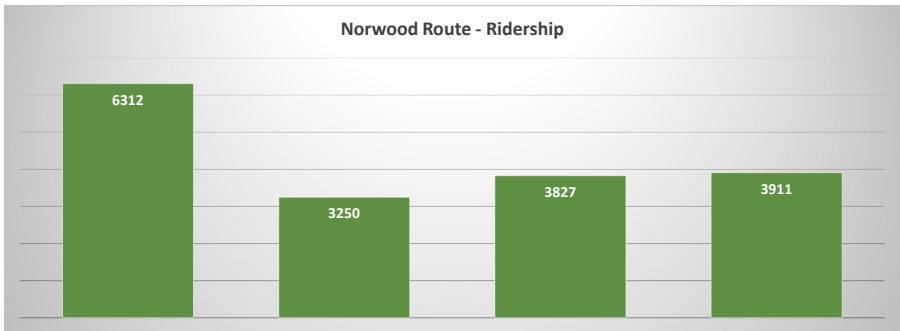
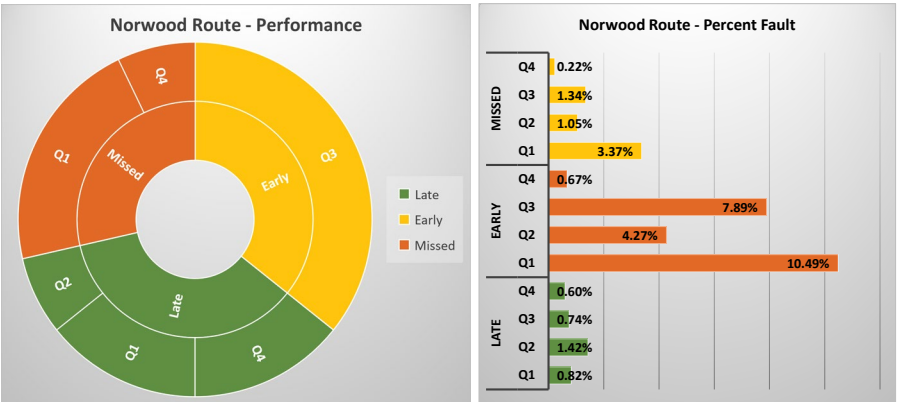
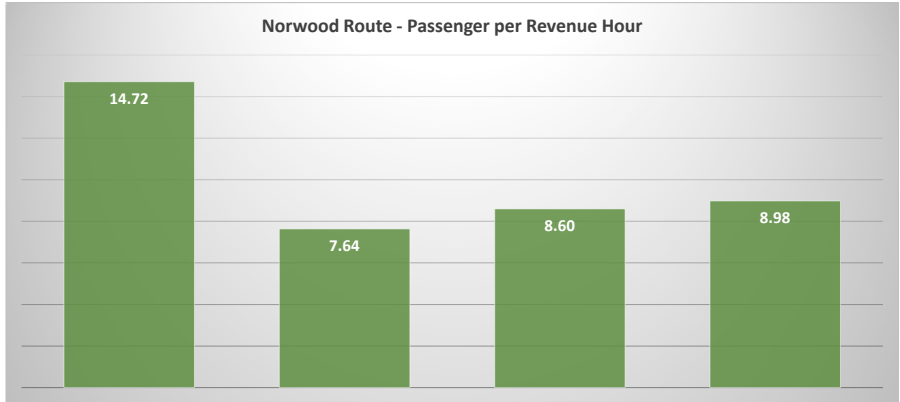


Norwood Route- Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	429	426	445	435	6312	3250	3827	3911	14.72	7.64	8.60	8.98
Norwood AM M-F	75	75	78	76	2053	1153	1043	1401	27.30	15.45	13.36	18.34
Norwood PM M-F	56	56	59	57	1692	863	1080	1157	29.99	15.41	18.44	20.19
Norwood Middy M-F	164	162	170	166	722	439	628	423	4.41	2.70	3.70	2.54
Norwood Late M-F	82	81	85	83	493	148	316	161	6.02	1.82	3.72	1.94
Norwood AM S-S	26	26	27	27	638	331	378	381	24.35	12.73	13.90	14.32
Norwood PM S-S	25	25	26	26	714	316	382	388	28.18	12.56	14.52	15.08

Norwood Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	0.82%	1.42%	0.74%	0.60%	10.49%	4.27%	7.89%	0.67%	3.37%	1.05%	1.34%	0.22%
Total	2	1	0	2	0	0	5	0	3	0	0	1
Norwood AM M-F	2	0	0	0	5	20	12	2	2	1	1	2
Norwood PM M-F	1	0	0	5	5	20	44	3	2	0	0	0
Norwood Middy M-F	5	8	10	1	0	3	22	4	7	7	17	0
Norwood Late M-F	1	10	0	0	8	14	23	0	10	6	0	0
Norwood AM S-S	1	0	0	2	0	0	1	0	2	0	0	1
Norwood PM S-S	1	1	0	0	0	0	4	0	1	0	0	0

Norwood Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	0	1	2	2	5	1	1	0	1

Norwood Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$10.84	\$17.56	\$13.14	\$13.41	\$10,790	\$5,076	\$4,176	\$6,639	19.41%	8.89%	8.30%	12.66%

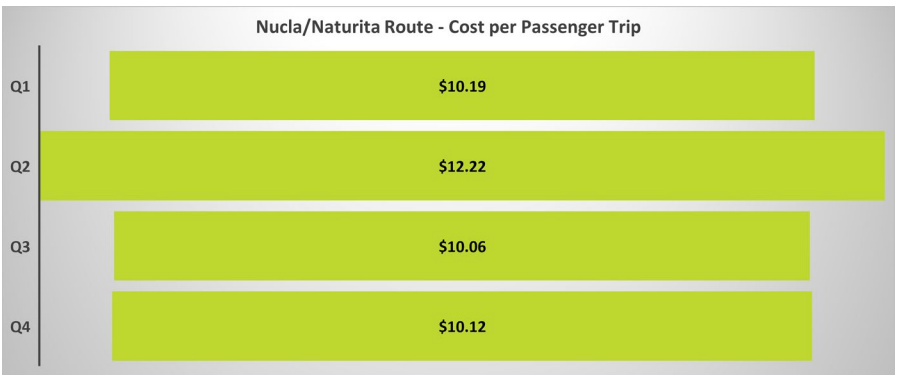
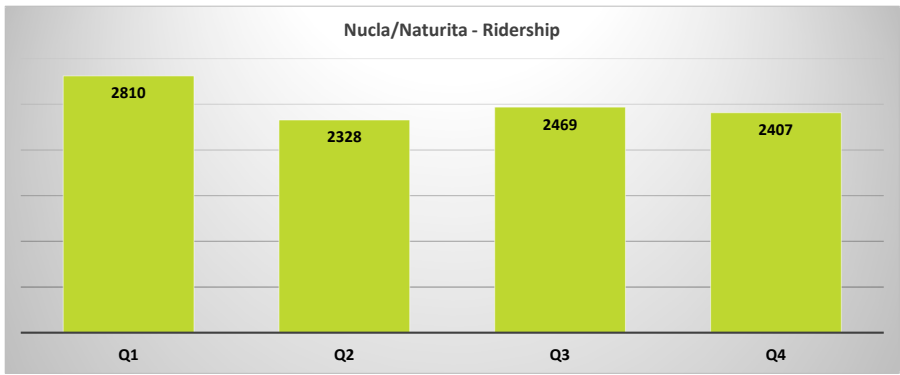
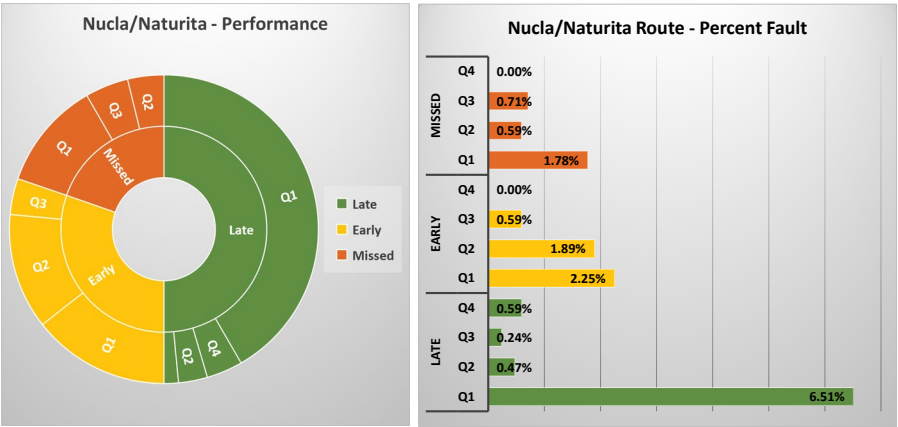
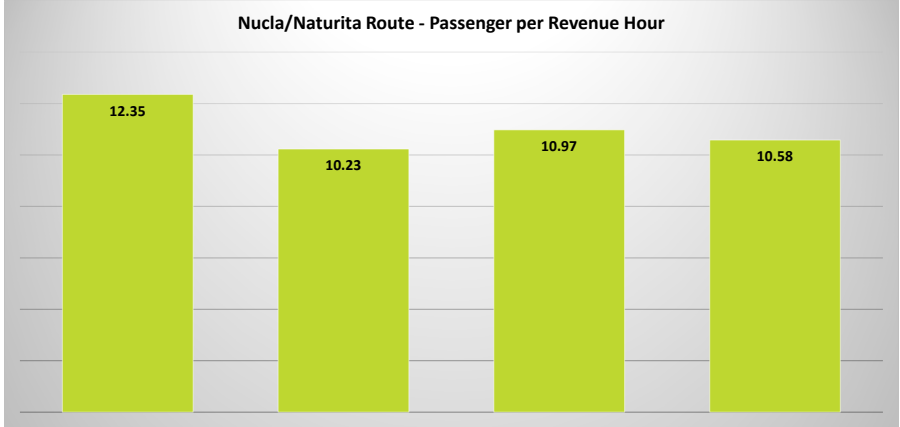


Nucla/Naturita Route- Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	228	228	225	228	2810	2328	2469	2407	12.35	10.23	10.97	10.58
Nucla/Naturita AM M-F	114	114	113	114	1410	1179	1217	1180	12.40	10.36	10.82	10.37
Nucla/Naturita PM M-F	114	114	113	114	1400	1149	1252	1227	12.31	10.10	11.13	10.79

Nucla/Naturita Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	6.51%	0.47%	0.24%	0.59%	2.25%	1.89%	0.59%	0.00%	1.78%	0.59%	0.71%	0.00%
Total	55	4	2	5	19	16	5	0	15	5	6	0
Nucla/Naturita AM M-F	29	4	0	3	9	8	0	0	9	2	0	0
Nucla/Naturita PM M-F	26	0	2	2	10	8	5	0	6	3	6	0

Nucla/Naturita - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	0	2	1	0	0	2	3	0	0

Nucla/Naturita Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$10.19	\$12.22	\$10.06	\$10.12	\$5,776	\$4,644	\$3,003	\$5,336	20.17%	16.32%	12.09%	21.90%

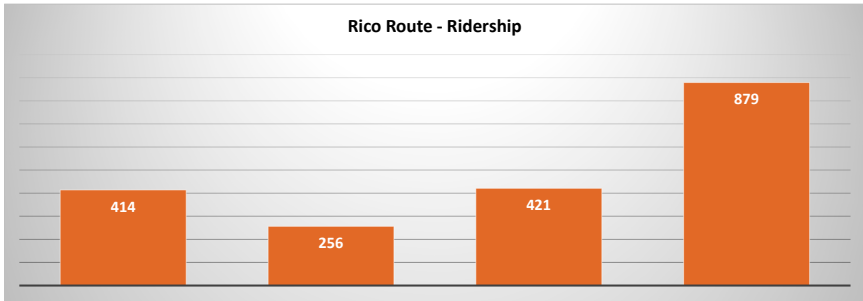
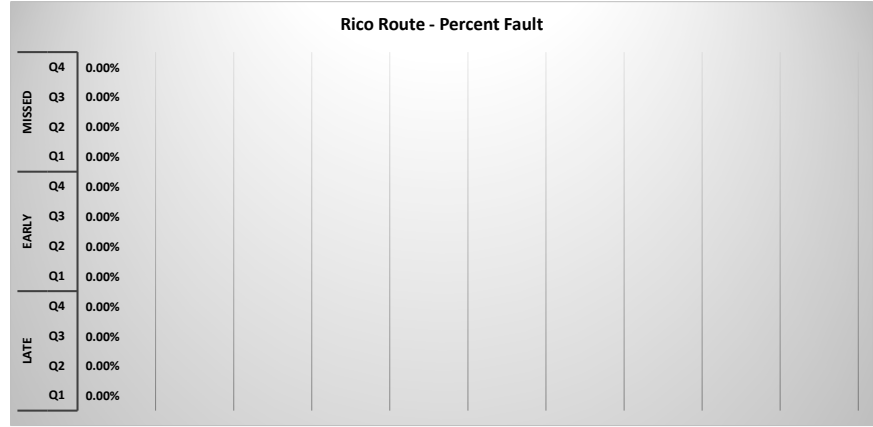
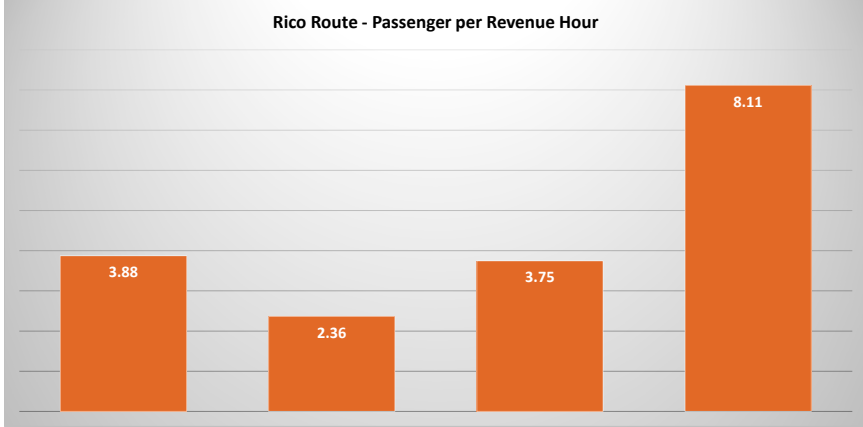


Rico Route - Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	107	108	112	108	414	256	421	879	3.88	2.36	3.75	8.11
Rico AM M-F	48	49	51	49	266	187	304	569	5.53	3.84	6.01	11.67
Rico PM M-F	59	60	62	60	148	69	117	258	2.52	1.16	1.89	4.33

Rico Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total	0	0	0	0	0	0	0	0	0	0	0	0
Rico AM M-F	0	0	0	0	0	0	0	0	0	0	0	0
Rico PM M-F	0	0	0	0	0	0	0	0	0	0	0	0

Rico Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	0	2	0	1	0	0	0	0	0

Rico Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$39.12	\$43.17	\$30.71	\$14.46	\$977	\$528	\$542	\$2,027	5.84%	3.15%	4.19%	15.95%

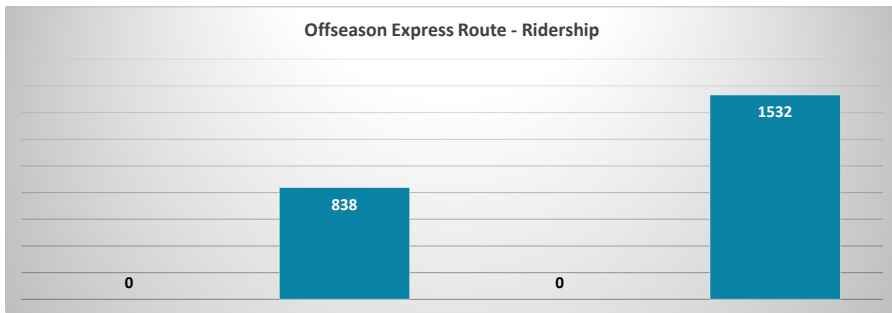
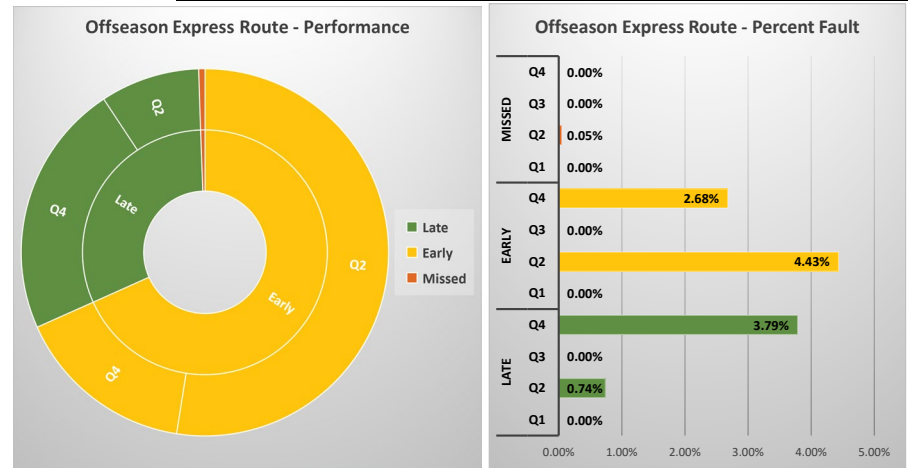
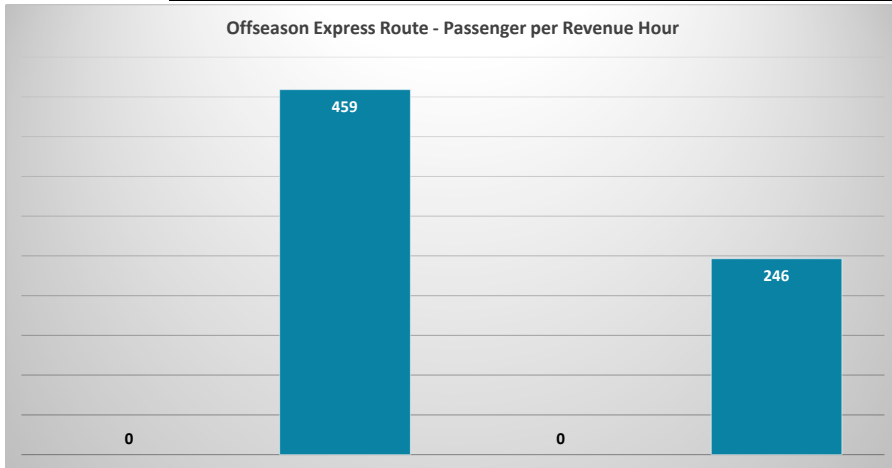


Offseason Express - Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	459	0	246	0	838	0	1532	0.00	1.83	0.00	6.22
Offseason Local Express	0	459	0	246	0	838	0	1532	0.00	1.83	0.00	6.23

Offseason Express Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	0.00%	0.74%	0.00%	3.79%	0.00%	4.43%	0.00%	2.68%	0.00%	0.05%	0.00%	0.00%
Total	0	16	0	41	0	96	0	29	0	1	0	0
Offseason Express	0	16	0	41	0	96	0	29	0	1	0	0

Offseason Express Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	1	0	0	0	0	0	0	0	0

Offseason Express Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$0.00	\$18.91	\$0.00	\$16.74	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	0.00%

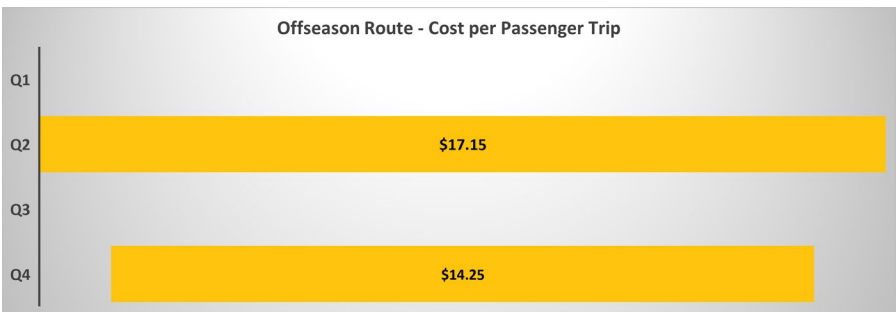
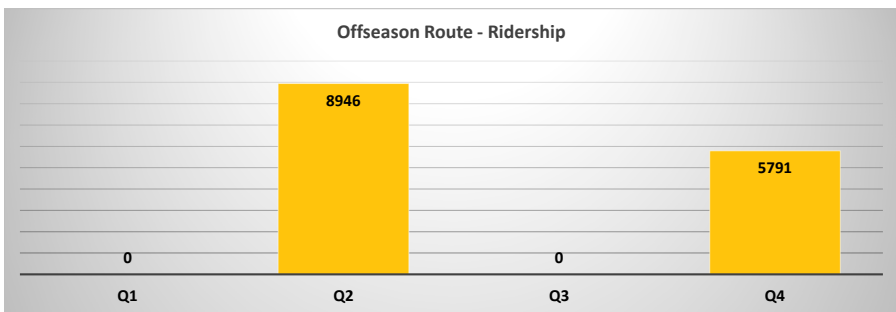
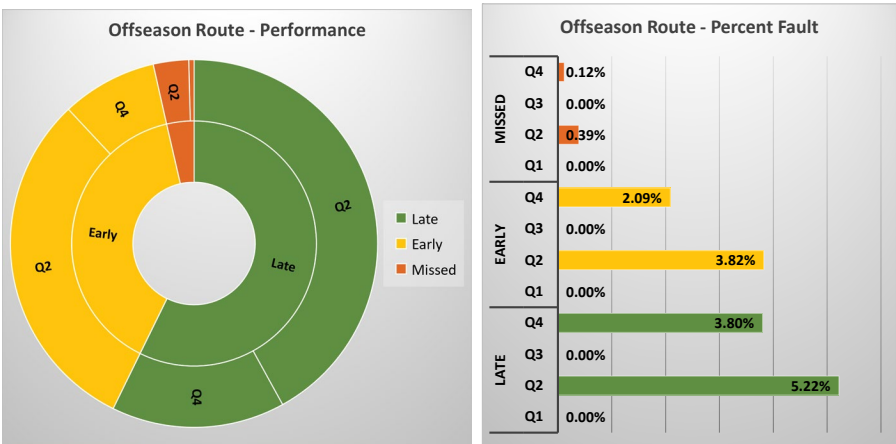
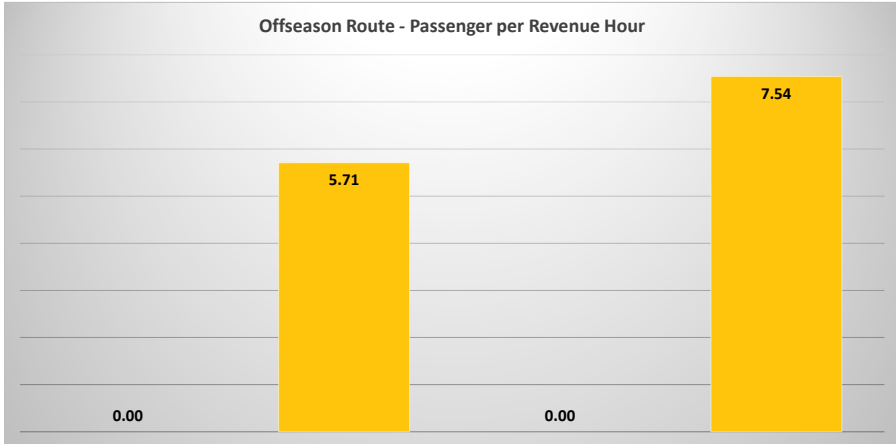


Offseason Route - Service Delivery												
Quarter	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	1567	0	768	0	8946	0	5791	0.00	5.71	0.00	7.54
Offseason Local M-F	0	669	0	328	0	3391	0	1967	0.00	5.07	0.00	6.00
Offseason Local 7 Day	0	898	0	440	0	5555	0	3824	0.00	6.19	0.00	8.69

Offseason Route - Performance												
Quarter	Late				Early				Missed			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Percent Fault	0.00%	5.22%	0.00%	3.80%	0.00%	3.82%	0.00%	2.09%	0.00%	0.39%	0.00%	0.12%
Total	0	445	0	162	0	326	0	89	0	33	0	5
Offseason Local M-F	0	195	0	70	0	102	0	19	0	16	0	5
Offseason Local 7 Day	0	250	0	92	0	224	0	70	0	17	0	0

Offseason Local Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	0	0	0	0	0	1	0	1	0	4	0	4

Offseason Route - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total	\$0.00	\$17.15	\$0.00	\$14.25	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	0.00%

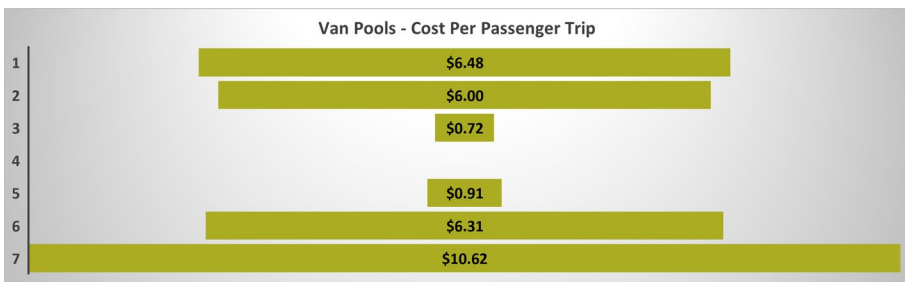
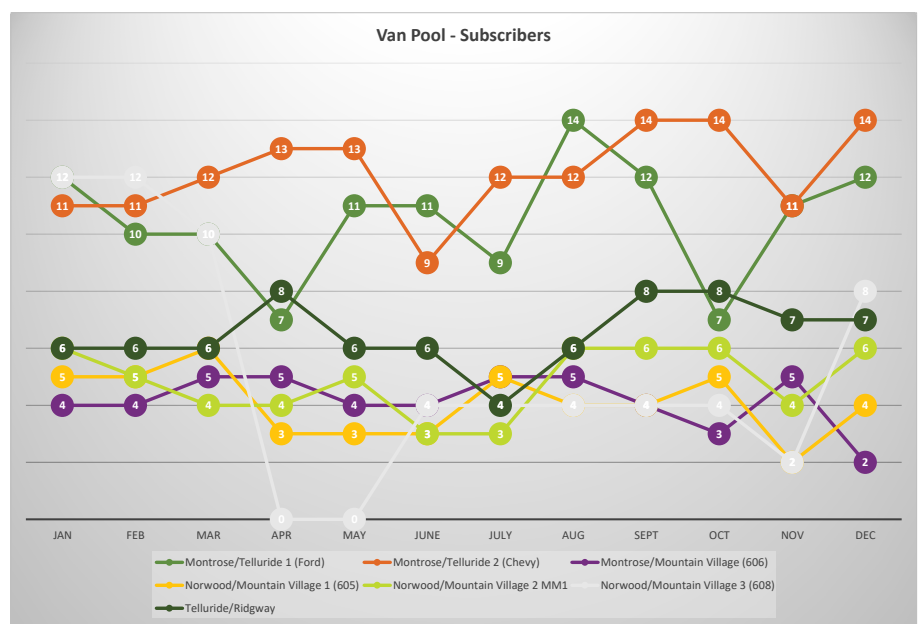
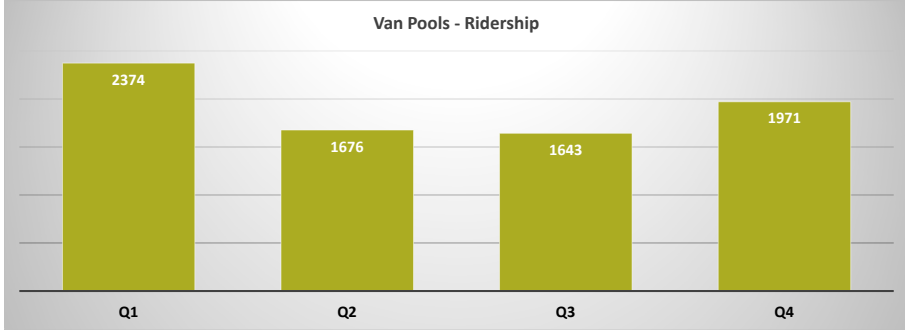


Vanpools- Service Delivery												
Vanpool Total	Revenue Hours				Ridership				Passenger per Revenue Hour			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	903	723	773	836	2374	1676	1643	1971	2.63	2.32	2.12	2.36
Montrose/Telluride 1 (Ford)	130	152	144	125	448	441	398	488	3.44	2.91	2.77	3.90
Montrose/Telluride 2 (Chevy)	192	122	165	170	701	454	474	543	3.66	3.71	2.87	3.19
Montrose/Mountain Village (606)	197	197	149	165	213	209	151	160	1.08	1.06	1.01	0.97
Norwood/Mountain Village 1 (605)	80	69	63	90	171	153	115	231	2.15	2.22	1.83	2.57
Norwood/Mountain Village 2 MM1	81	75	84	105	173	130	165	205	2.14	1.73	1.96	1.95
Norwood/Mountain Village 3 (608)	131	30	84	81	478	54	125	155	3.66	1.80	1.49	1.91
Telluride/Ridgway	93	78	85	100	190	235	215	189	2.04	3.01	2.54	1.90

Active Subscribers												
Quarter	Q1			Q2			Q3			Q4		
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
	Montrose/Telluride 1 (Ford)	12	10	10	7	11	11	9	14	12	7	11
Montrose/Telluride 2 (Chevy)	11	11	12	13	13	9	12	12	14	14	11	14
Montrose/Mountain Village (606)	4	4	5	5	4	4	5	5	4	3	5	2
Norwood/Mountain Village 1 (605)	5	5	6	3	3	3	5	4	4	5	2	4
Norwood/Mountain Village 2 MM1	6	5	4	4	5	3	3	6	6	6	4	6
Norwood/Mountain Village 3 (608)	12	12	10	0	0	4	4	4	4	4	2	8
Telluride/Ridgway	6	6	6	8	6	6	4	6	8	8	7	7

Norwood Route - Safety, Security and Passenger Comfort												
Quarter	Accidents				Incidents				Complaints			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Montrose/Telluride 1 (Ford)	0	0	0	0	1	1	0	0	0	0	1
Montrose/Telluride 2 (Chevy)	0	0	1	0	1	0	0	0	0	1	1	0
Montrose/Mountain Village (606)	0	0	0	0	1	0	0	0	0	0	2	0
Norwood/Mountain Village 1 (605)	0	0	0	0	1	0	0	0	0	0	1	0
Norwood/Mountain Village 2 (609)	0	0	0	0	1	0	0	0	0	0	1	0
Norwood/Mountain Village 3 (608)	0	0	0	0	1	0	0	0	0	0	1	0
Telluride/Ridgway	0	0	0	0	1	0	0	0	0	0	1	0

Vanpool - Economic												
Quarter	Cost per Passenger Trip				Fare Recovery				Operating Farebox Ratio (fares/expenditures)			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Montrose/Telluride 1 (Ford)	\$6.48	\$5.08	\$4.28	\$2.74	\$1,280	\$1,160	\$1,480	\$1,560	44.07%	51.77%	86.83%
Montrose/Telluride 2 (Chevy)	\$6.00	\$3.90	\$3.15	\$4.59	\$1,360	\$1,400	\$1,440	\$1,200	32.36%	79.15%	95.41%	48.10%
Montrose/Mountain Village (606)	\$0.72	\$0.00	\$12.47	\$21.29	\$600	\$560	\$560	\$360	389.61%	0.00%	29.74%	10.57%
Norwood/Mountain Village 1 (605)	\$0.00	\$0.00	\$16.26	\$13.88	\$640	\$360	\$600	\$720	0.00%	0.00%	32.08%	22.46%
Norwood/Mountain Village 2 (609)	\$0.91	\$7.45	\$11.75	\$22.23	\$520	\$440	\$520	\$560	331.23%	45.46%	26.83%	12.29%
Norwood/Mountain Village 3 (608)	\$6.31	\$6.38	\$6.93	\$28.86	\$1,340	\$150	\$450	\$550	44.41%	43.57%	51.97%	18.29%
Telluride/Ridgway	\$10.62	\$4.91	\$3.17	\$5.74	\$720	\$800	\$720	\$760	35.69%	69.35%	105.51%	70.00%





• **Strategic Operating Plan Update**

The SMART Public Transit Survey is officially closed. We got 195 responses. The following graphs illustrate the results of the questions:

How often do you currently ride SMART buses or vanpools? (pick one)

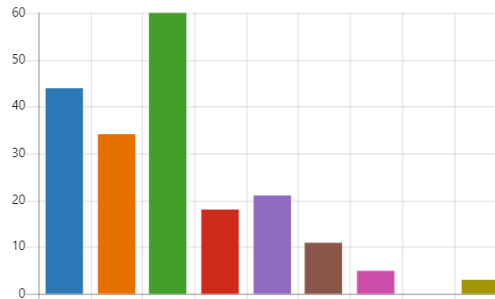
● Three days per week or more	57
● About once per week	21
● A few times a month	32
● A few times a year	35
● Never	49



According to this survey, most people (29.4%) that make use of SMART services use a bus or a vanpool three days per week or more. Many people that answered (25.3%) say that they never use SMART vehicles.

What services do you primarily ride (pick up to three)?

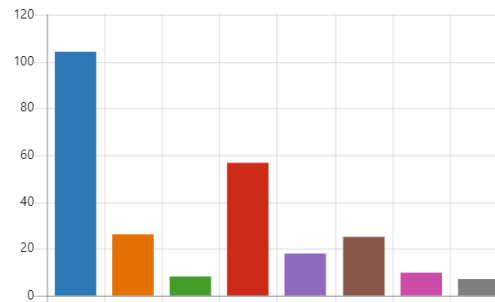
● Norwood Route	44
● Down Valley Route	34
● Lawson Hill Route	60
● Mountain Village Route	18
● Rico Route	21
● Nucla/Naturita Route	11
● Ridgeway Vanpool	5
● Montrose Vanpool	0
● Norwood Vanpool	3



Most respondents use the Lawson Bus (30.6%) and the Norwood Bus (22.4%) followed by the Down Valley bus (17.3%)

When you ride the bus, where do you typically go? (pick up to three)

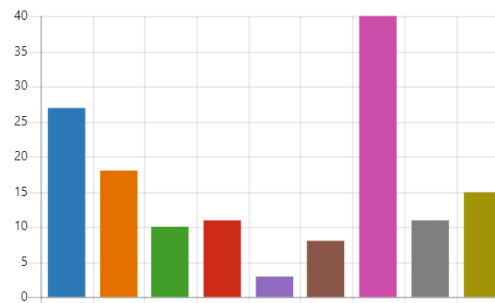
● Work	104
● School	26
● Medical appointments	8
● Personal errands/shopping	57
● Skiing/snowboarding	18
● Other recreation (hiking, bikin...)	25
● I use the bus for most of my tr...	10
● Other	7



Most respondents (40.8%) use SMART vehicles for work. Errands (22.4%) and skiing, snowboarding and other recreational pursuits (16.9%) are also popular reasons for using SMART.

What is the primary reason you ride SMART services? (pick only one answer)

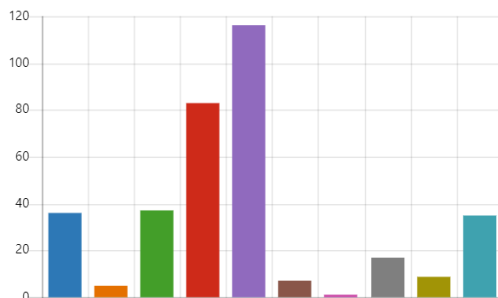
● It is convenient	27
● It is affordable	18
● I don't drive	10
● I don't have access to a car	11
● To avoid drinking and driving	3
● To avoid parking	8
● It's a good thing to do for the ...	40
● To avoid driving in snow or ot...	11
● Other	15



The most popular reason for using SMART is that it is a good thing to do for the environment and the community (28%). 18.9% of respondents find that using SMART is convenient.

5. What are the barriers that stop you from riding the bus more or riding the bus at all? (pick up to three answers)

Bus takes significantly longer t...	36
Bus is not affordable	5
Bus doesn't go where I want t...	37
Bus is too infrequent	83
Bus does not run at the times ...	116
I do not know when and wher...	7
I feel unsafe riding the bus	1
I prefer driving	17
It is difficult or feels unsafe to ...	9
Other	35

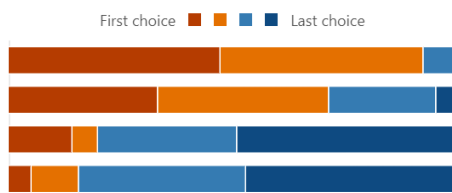


When contemplating service improvements, it is important to consider why people don't make use of SMART. The top two answers in this category were that the bus does not run at the times that people need to travel (33.5%) and the bus is too infrequent (24.0%).

Rank your priorities for the following potential improvements to SMART's existing bus routes from 1-most important to you to 4-least important to you.

Rank Options

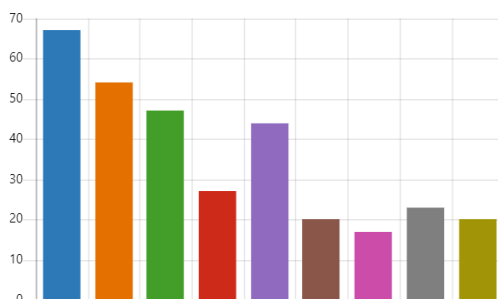
1	Increased frequency (buses co...
2	Expanded times of service (bu...
3	Additional stops
4	Bus stop improvements to ma...



Responses to this question confirm the response to the question above. Increased frequency of service is the most important to most people (31.8%) followed by expanded times service (26.5%).

Which routes are your top priority for greater frequency of service (buses come more often)?

Norwood Route	67
Down Valley Route	54
Lawson Hill Route	47
Mountain Village Route	27
Rico Route	44
Nucla/Naturita Route	20
Ridgeway Vanpool	17
Montrose Vanpool	23
Norwood Vanpool	20

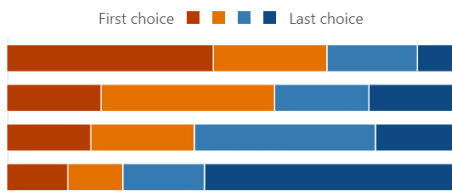


Following up on the question of frequency, most respondents wanted to see more frequent service on the Norwood Route (21.0%), Down Valley Route (16.9%) and the Lawson Route (14.7%).

Rank your priorities for potential new services for SMART to operate from 1-most important to you to 4-least important to you. (Note: SMART is currently working to add a new route between Montrose and Telluride which is scheduled to begin service in 2024).

Rank Options

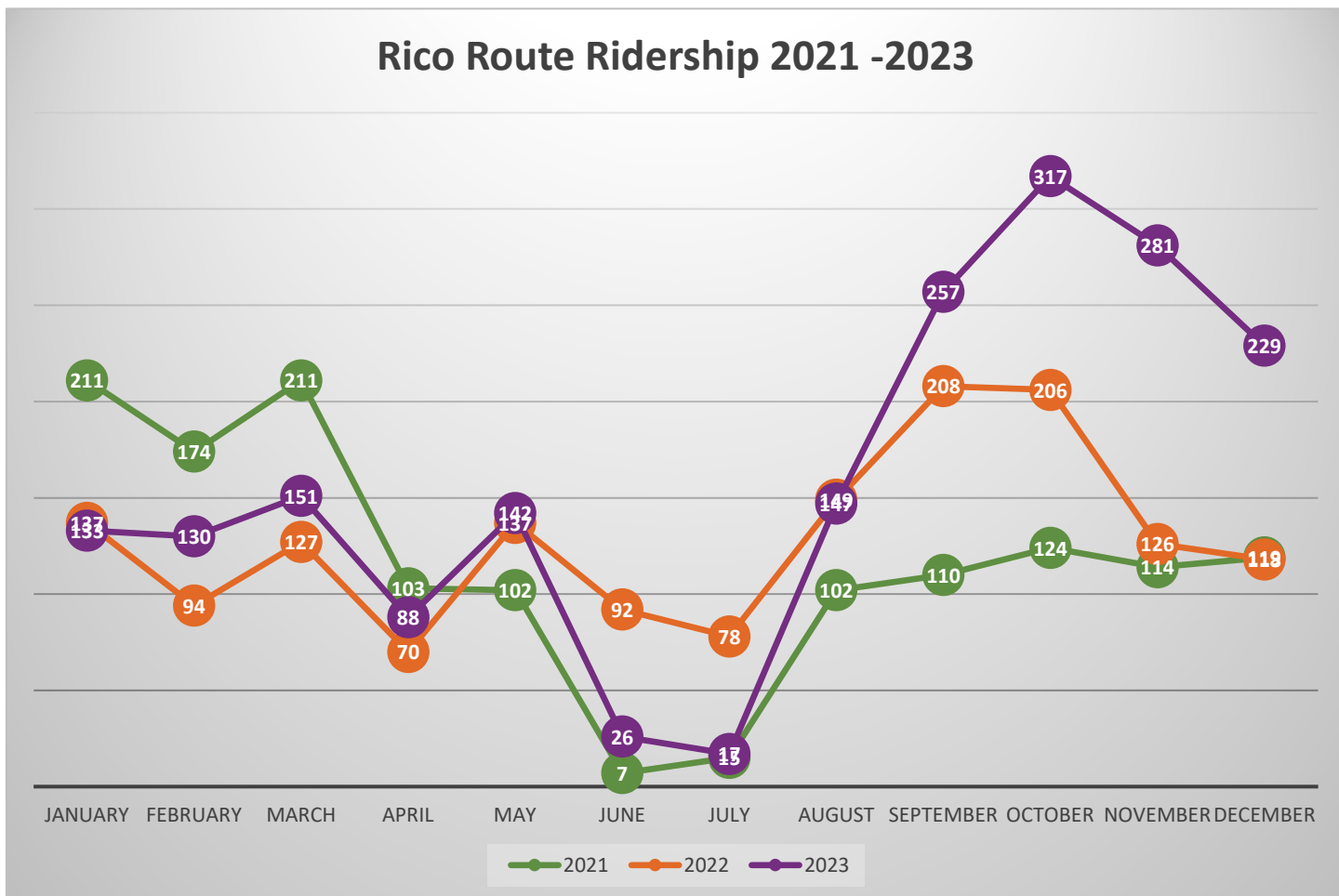
1	Bus route to the airport
2	Bus route to Ski Ranches
3	Vanpool between Telluride/M...
4	Bus route to Bridal Veil (This r...



With respect to expanding service, a bus route to the airport (44.4%) got the highest number of votes.

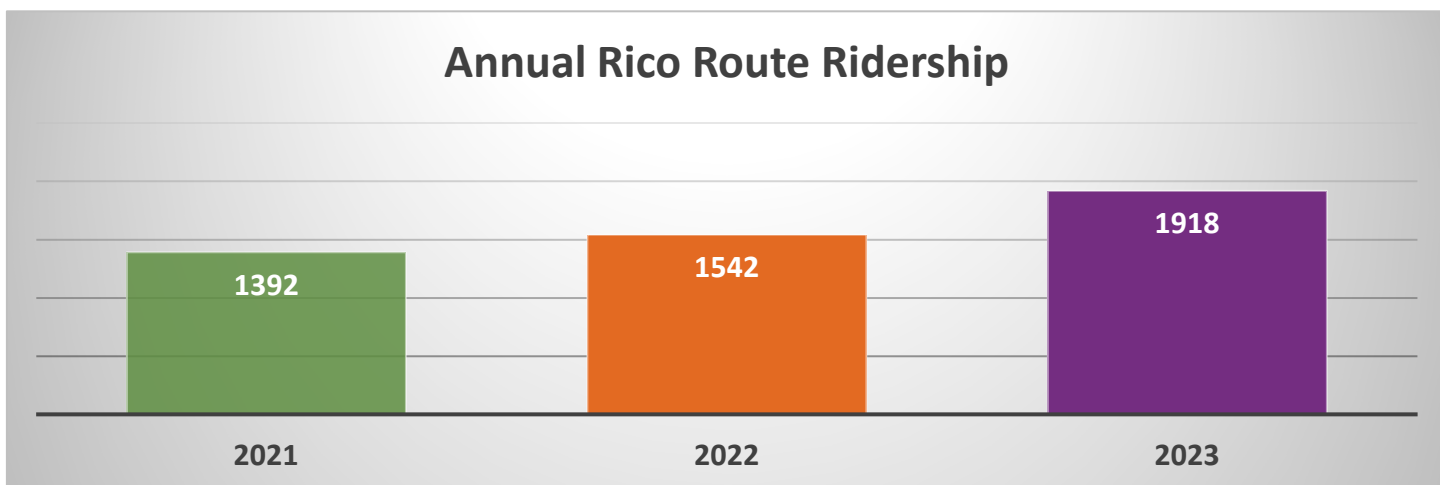
• **2023 Ridership**

The following graphs compare ridership from 2021 – 2023. There have been changes to many of the routes. These are noted with the individual graphs.

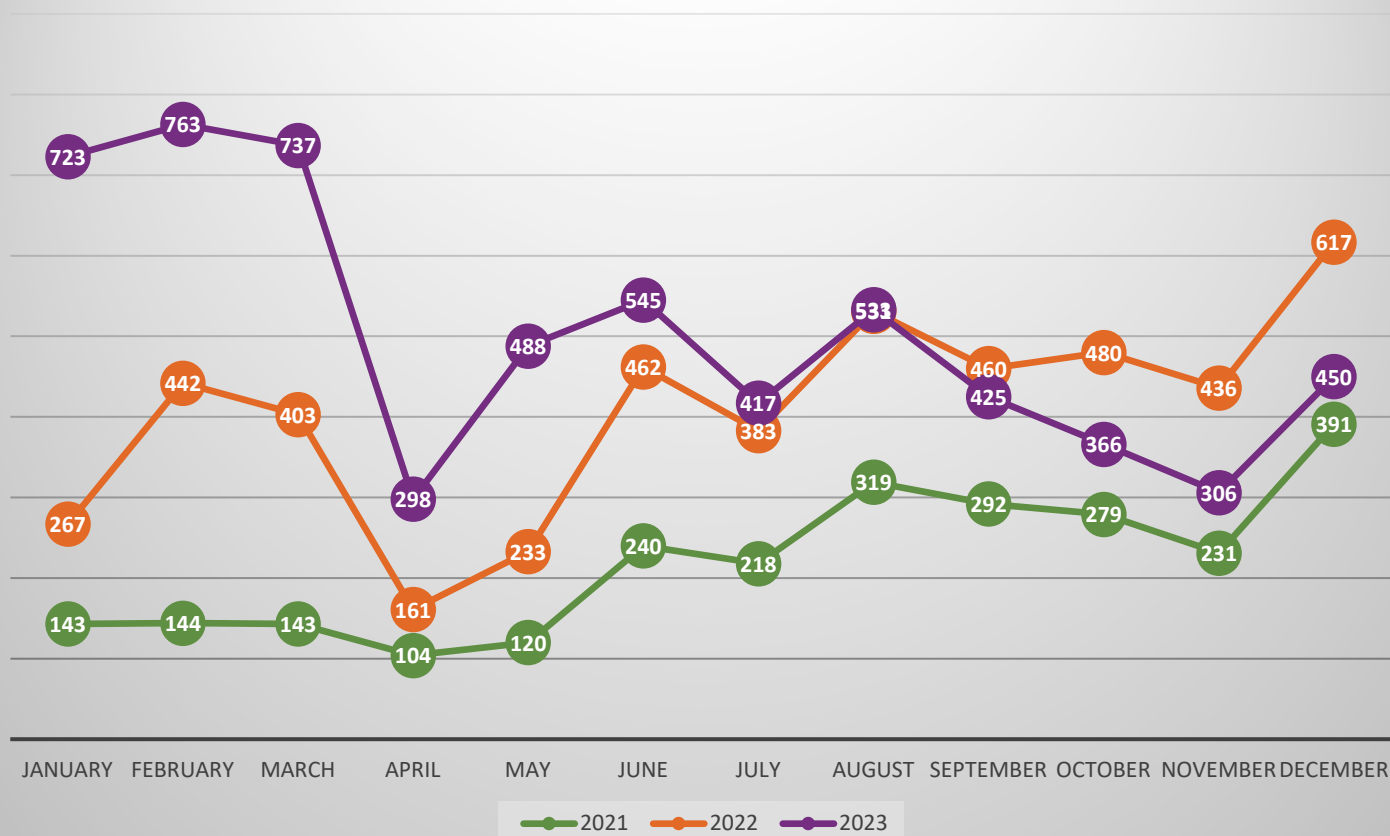


• **Rico Ridership**

The Rico Route is the only route that was the same in 2021 as it was in 2022 and 2023. Drops in ridership during the summer can be seen in all three years. Students are out of school and Rico ridership is driven largely by students. Ridership during 2023 went from having very low ridership in June and July to much higher ridership than in prior years. Overall, annual ridership has increased in each year.



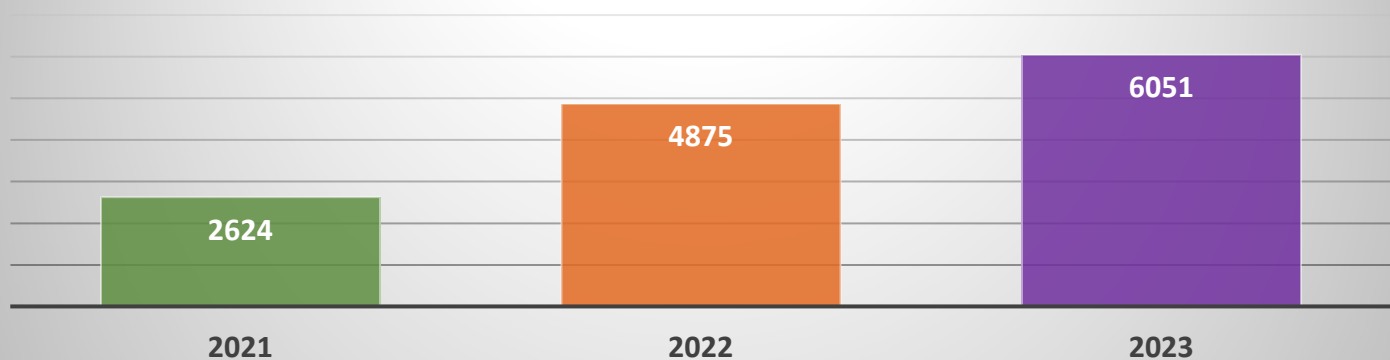
Down Valley Route Ridership 2021 - 2023

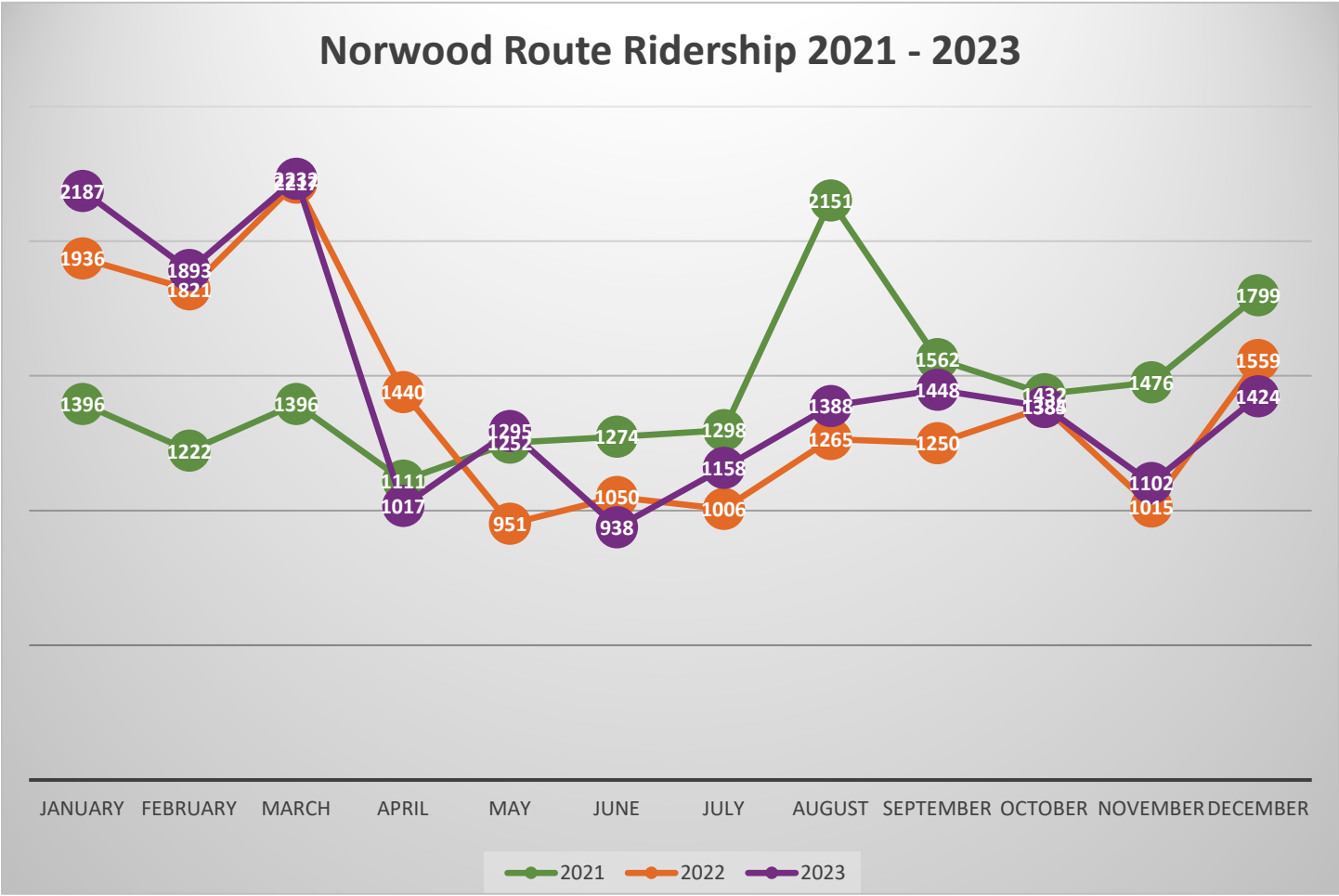


• Down Valley Route Ridership

In the summer of 2021, we added the Two Rivers and Vance Drive stops to the Down Valley Route. We also discontinued the practice of having the Lawson Hill Park and Ride stop available only upon request and made it a regular stop. These changes likely resulted in increased ridership. The Bivi has become a popular stop on this route resulting in more dramatic dips in ridership during the off seasons. Down Valley ridership in the 4th quarter of 2023 dropped below that of 2022. This may be a result of lower gas prices. Nevertheless, ridership in 2023 was still stronger overall than the prior two years.

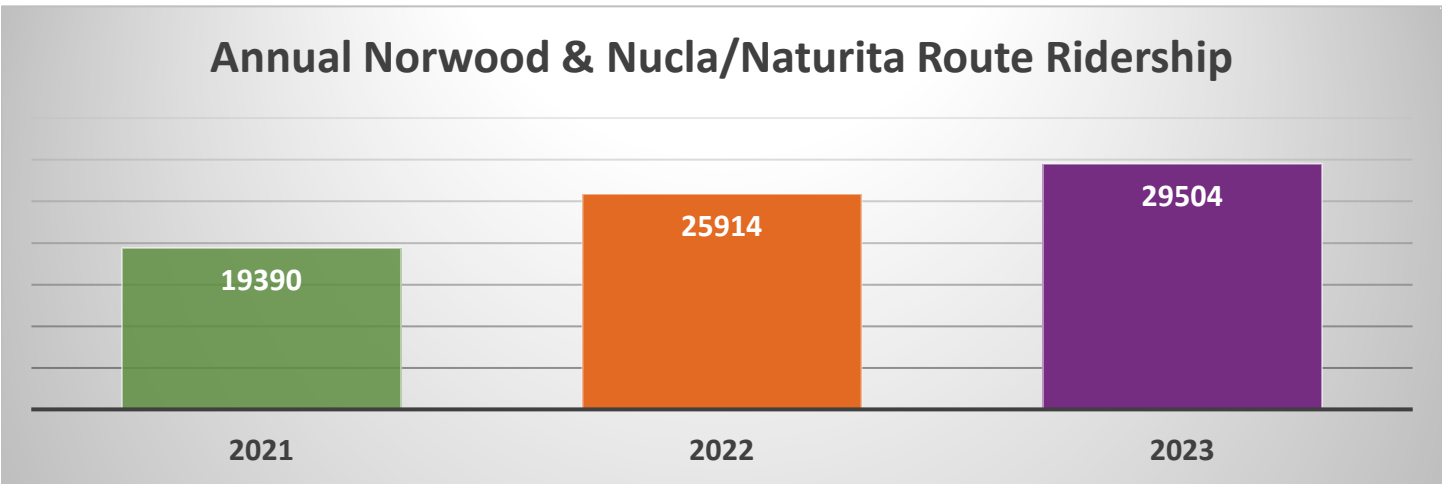
Annual Down Valley Route Ridership

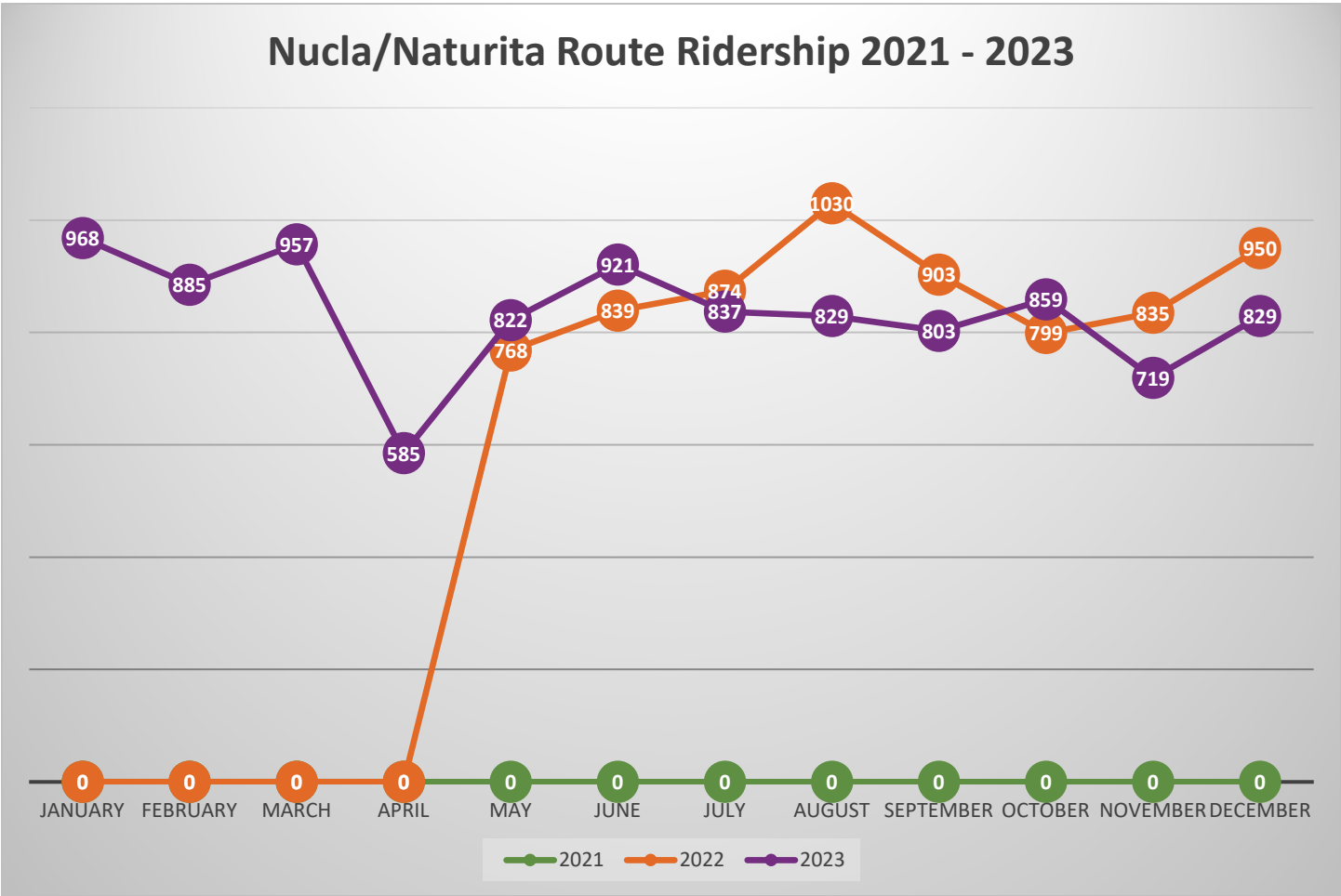




• **Norwood Route Ridership**

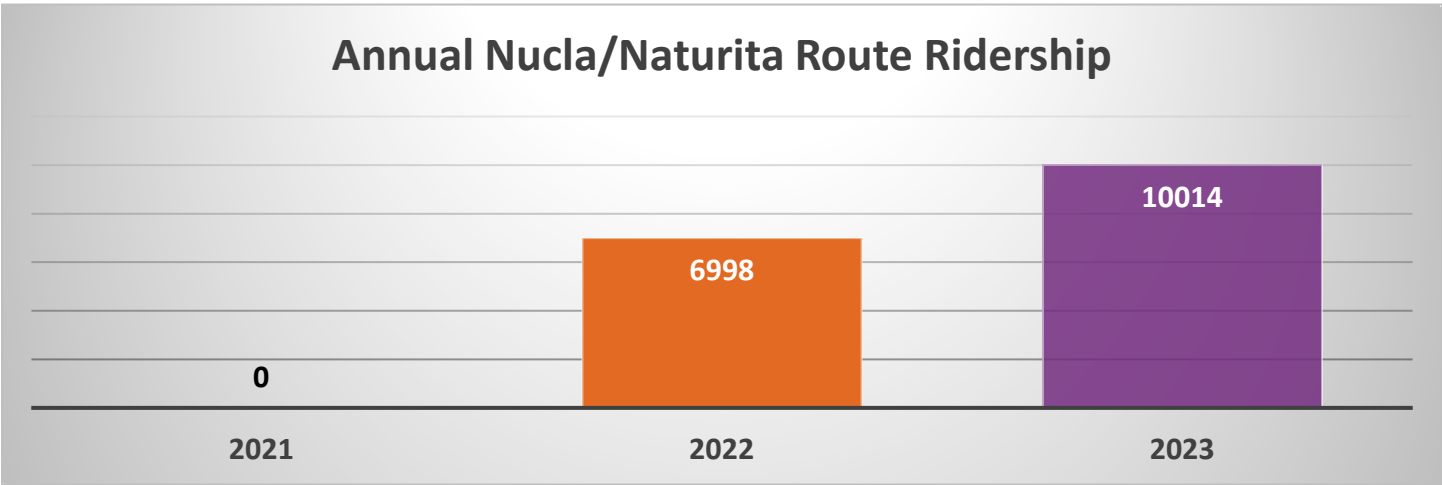
In the spring of 2022, we added stops in Nucla and Naturita to the Norwood Route. That’s why the 2021 ridership as illustrated in the graph above, is generally higher than it was in 2023 and 2022. Adding the Norwood and Nucla/Naturita Routes together as illustrated in the graph below, ridership overall has increased.

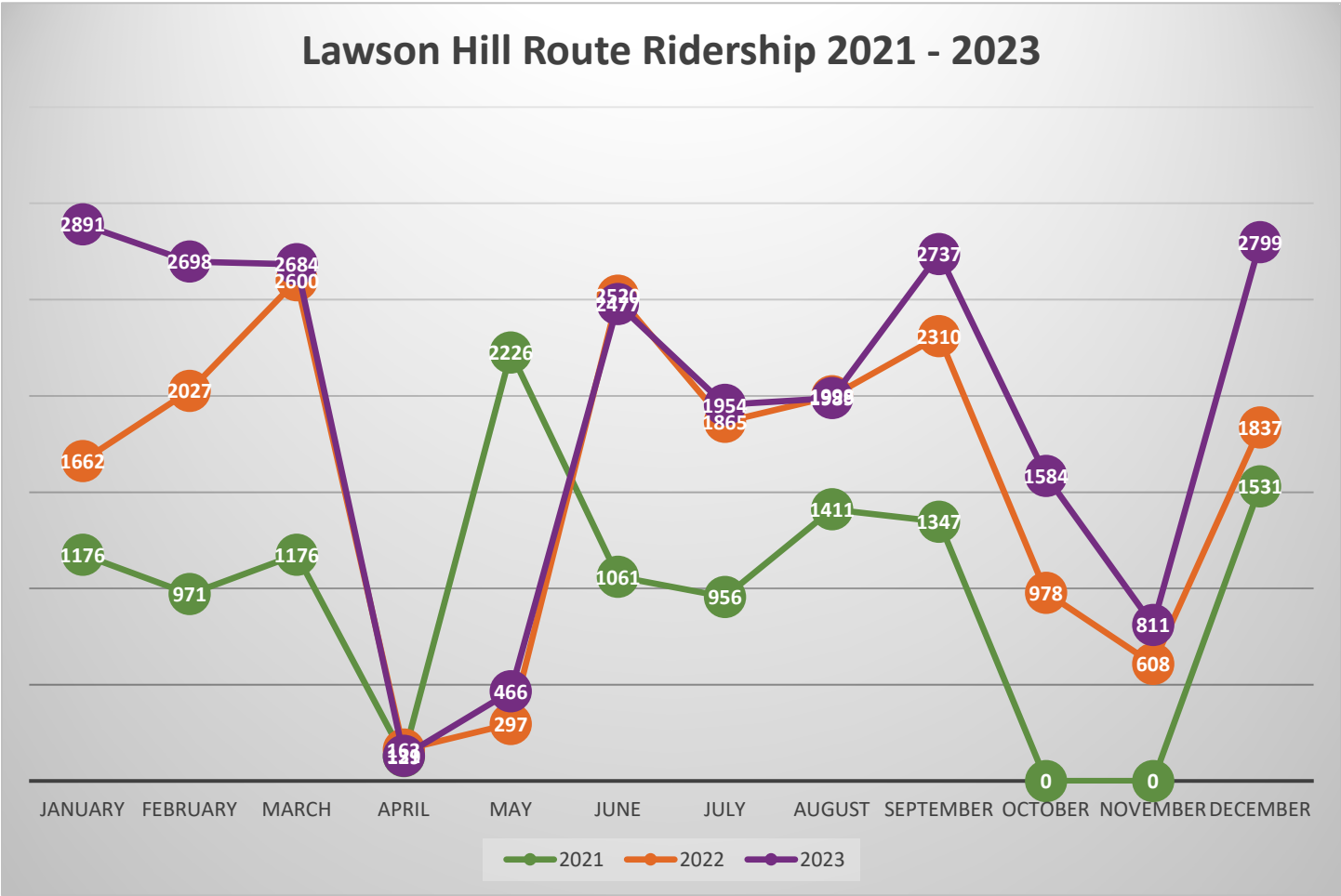




• **Nucla/Naturita Route Ridership**

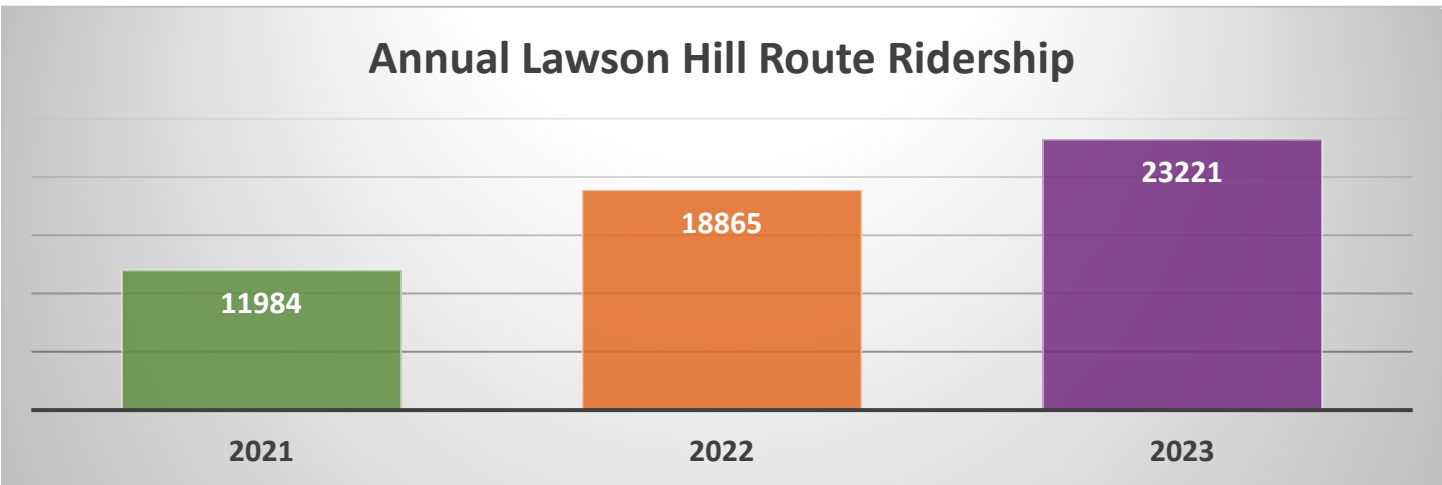
The Nucla/Naturita Route started in the Spring of 2022. Most riders on this route get on in Norwood however, there is a solid core of riders that come from Nucla, Naturita and Redvale. The decrease in ridership in the 4th quarter of 2023 may be the result of mechanical difficulties with our larger buses as well as cheaper gas prices. Since the additional of Nucla and Naturita occurred later in 2022, the annual ridership is not truly reflective of riding habits.

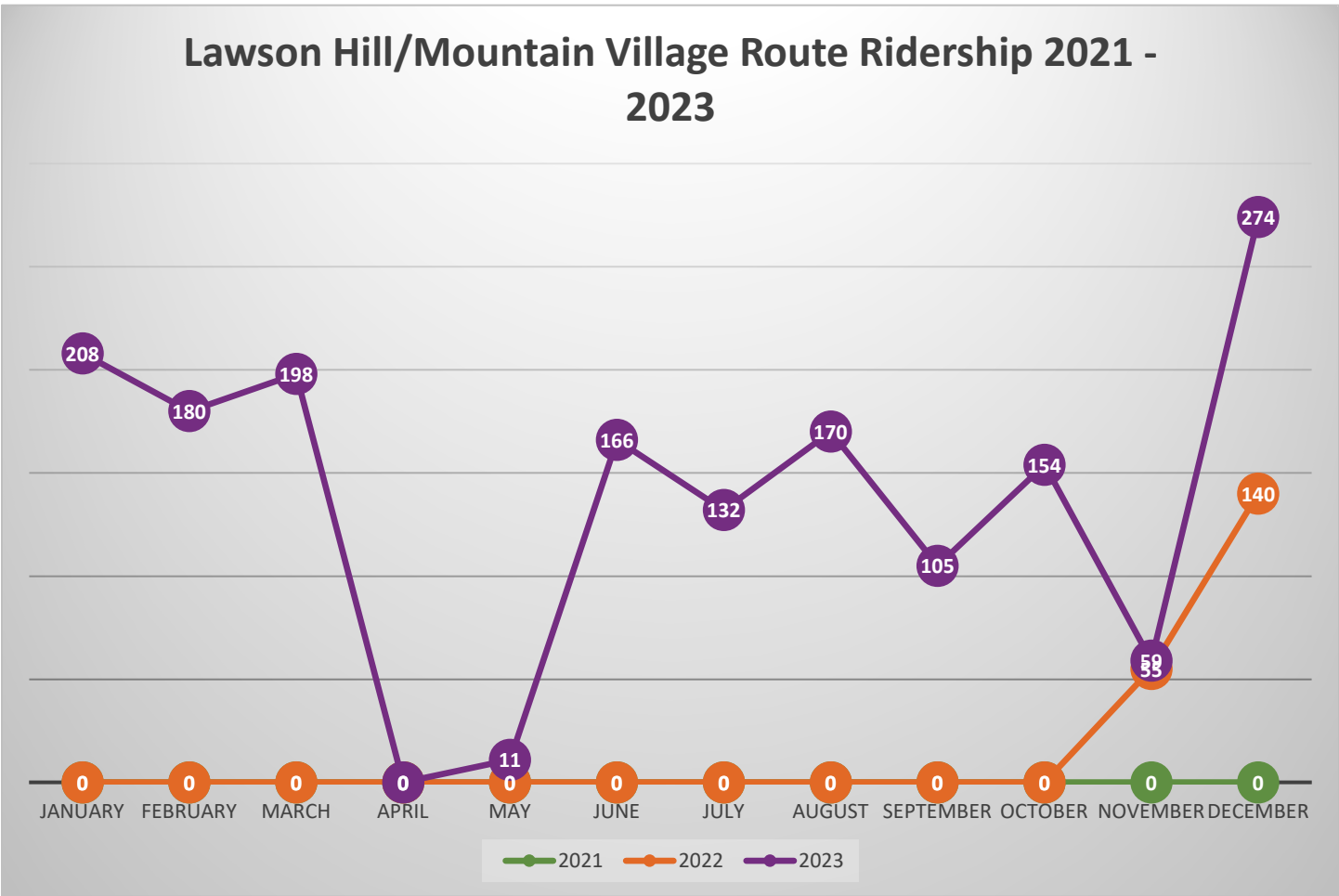




• **Lawson Hill Route Ridership**

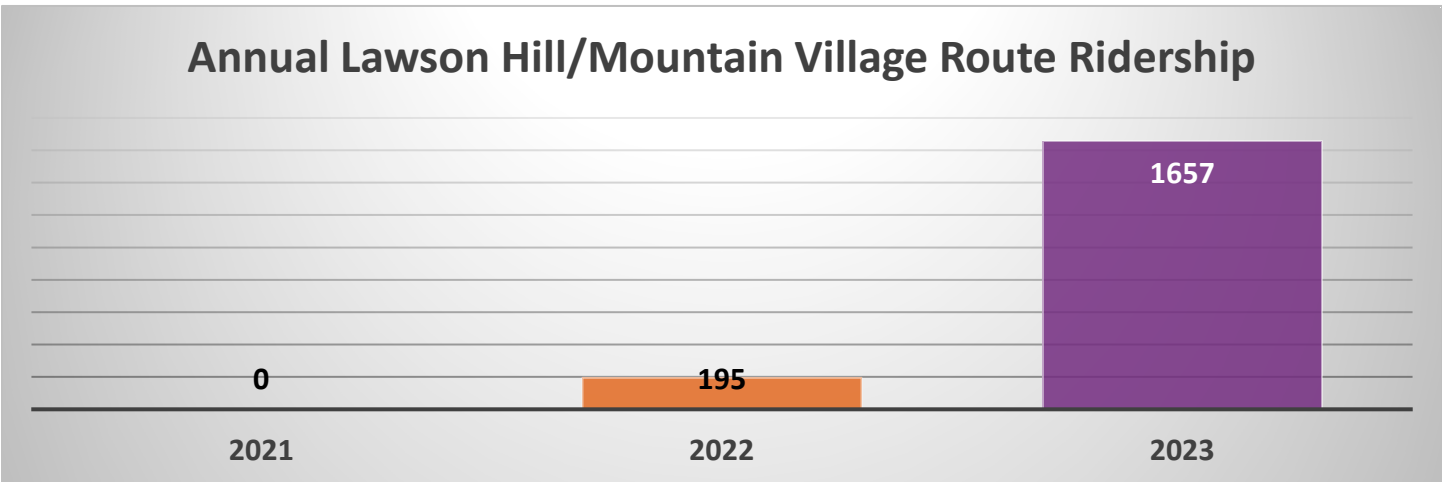
In the spring of 2022, we added additional hours to the daily Lawson Hill Bus schedule. It had started at 7:00 AM and ended at 10:00 AM in the morning. It had a single loop from 3:00 PM to 3:30 PM and started again at 4:30 PM running until 10:00 PM in the evening. Now it starts at 6:25 AM and runs until 11:20 AM in the morning and then runs from 2:25 PM in the afternoon until 10:40 PM in the evening. The hours of the Offseason Route also factor into Lawson Hill Route ridership. In 2023, the fall offseason was significantly shorter than it has been in the past.



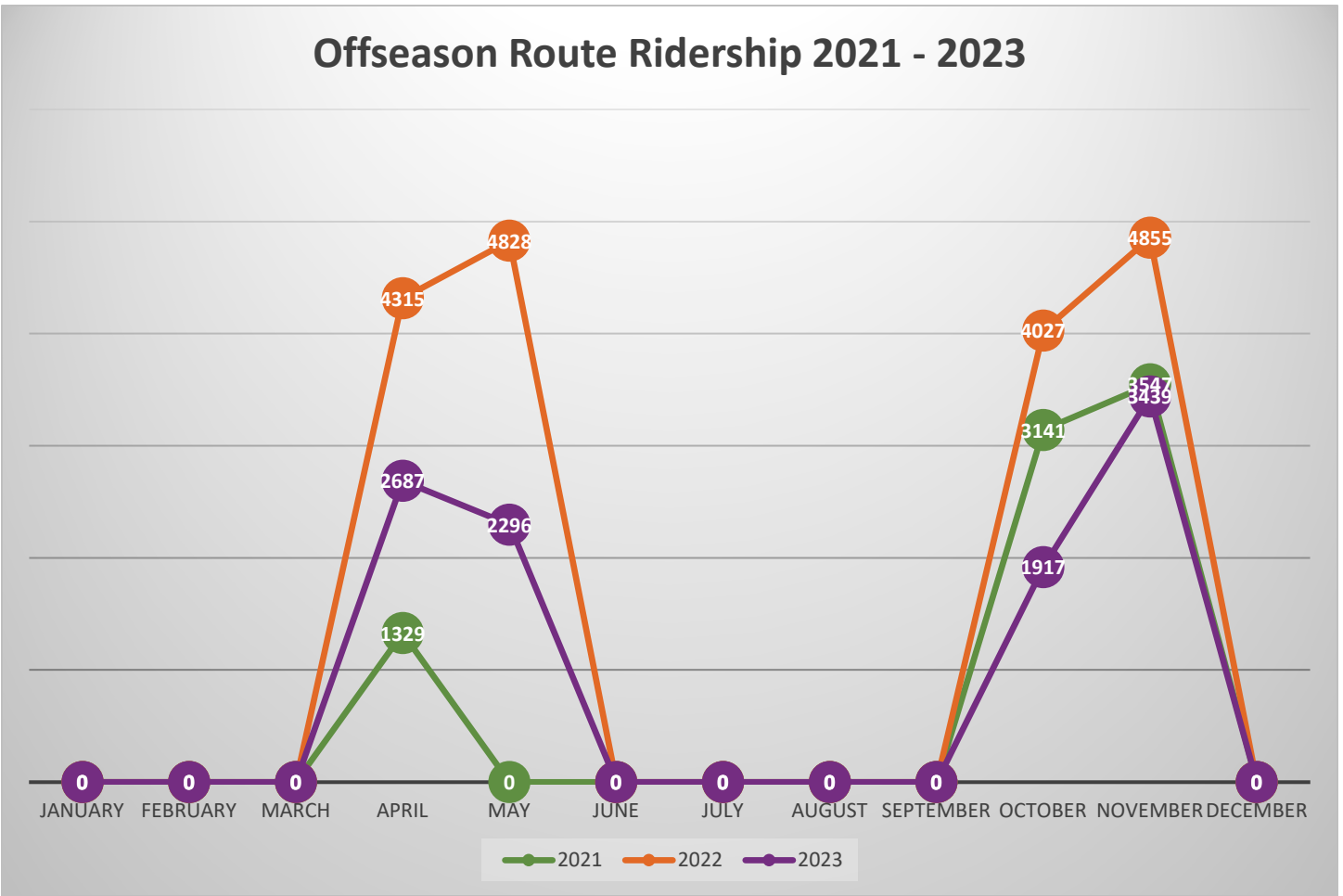


• **Lawson Hill/Mountain Village Route Ridership**

This Route started after Offseason in 2022 so there is very little historic data for comparisons. The increase in December’s number is related to parking charges in the Mountain Village. We expect that trend to continue. Numbers on this route are also impacted by the configuration of Offseason.



Offseason Route Ridership 2021 - 2023



- Offseason Route Ridership**

The Offseason Route ridership varies according to the length of the Offseason. Usually it is consistent, but Fall Offseason in 2023 was shorter than usual. In the spring of 2023, we reduced the route frequency to pre-COVID times.

Annual Lawson Hill/Mountain Village Route Ridership

