



**San Miguel Authority for Regional Transportation
Board of Directors Meeting Agenda
March 9th, 2023
3 p.m.**

This meeting will be held virtually via Zoom:
<https://us02web.zoom.us/j/85450470121?pwd=VWNzVDNKNXhlc1BiUDlVYmhZeFNHQ09>

Meeting ID: 854 5047 0121
 Passcode: 824965
 One tap mobile
 +17193594580,,85450470121#,,,,*824965# US
 +16699009128,,85450470121#,,,,*824965# US (San Jose)

Item No.	Presenter	Item Type	Topic	Packet Page	Estimated Time
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2023-7, Part 1a, regarding the Review and Approval of the March 9th, 2023 Agenda and Consent Items. Resolution 2023-7, Part 1b, regarding the Review and Approval of February 9th, 2023 Meeting Minutes.	5	5
3.	Averill	Action	Resolution 2023-8 to extend the term of the Lease Agreement for 137 Society Drive with Telluride Crossfit and Gymnastics	6	5
4.	Averill	Action	Resolution 2023-9 to decline participation in Colorado's paid Family and Medical Leave Insurance Program	24	10

5.	Averill	Action	Resolution 2023-10 adopting a Specialized Transit Road Map for better serving older adults and people with disabilities	28	45
6.	Averill	Discussion	SMART investments/financial management strategy discussion	44	10
7.	Distefano	Report	March 2023 Operations Update	46	10
8.	Averill	Report	Executive Directors Report	52	5
9.	All	Report	Round Table Updates and Reports	-	5
10.	All	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 regarding possible acquisition of real property to discuss potential real estate transaction.	-	-



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**San Miguel Authority for Regional Transportation
Board of Directors Meeting February 9th, 2023 Regular Meeting
Virtual meeting minutes**

Member Directors Present: San Miguel County – Kris Holstrom and Lance Waring. Town of Telluride – Adrienne Christy, Meehan Fee, Delanie Young. Town of Mountain Village – Marti Prohaska, Harvey Mogenson. Town of Rico – Joe Dillsworth

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

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

Item 1: Public Comment

No public comment was offered.

Item 2: Resolution 2023-4 Part 1a, regarding the Review and Approval of the February 9th, 2023 Agenda and Consent Items and Part 1b, regarding the Review and Approval of January 12th, 2022 Meeting Minutes

Lance Waring moved to adopt Resolution 2023-4, parts 1a and 1b.
Harvey Mogenson seconded the motion.

A unanimous vote approved the motion.

Item 3: Resolution 2023-5 regarding the selection of Blair and Associates for outside auditing services.

Averill gave background on the selection process for new auditors and explained the rationale for selecting Blair and Associates as SMARTs independent auditor. There were no concerns or questions expressed by the Board.

Marti Prohaska moved to adopt Resolution 2023-5
Joe Dillsworth seconded the motion.

A unanimous vote approved the motion.

Item 4: 4th Quarter 2022/Year End Performance Measures report

Averill went over the 4th Quarter '22 Performance Measures. Items discussed included a continuing positive trend in ridership, the impact of maintenance costs on SMARTs cost per passenger trip, and continued monitoring of passenger complaints.

Item 5: 4th Quarter 2022/Year End Financials Report

Averill went over the 4th Quarter '22 Financials. No questions or concerns were brought up by the Board.

Item 6: Resolution 2023-6 – Gondola Resolution of Intent

Averill went over the background on the Resolution of Intent and a recap of where things currently stand with regards to the gondola planning process. A brief discussion of the project manager position that staff is recommending followed, with direction to the Executive Director to pursue an agreement with regional planning partners that further articulates roles and responsibilities moving forward.

Adrienne Christy moved to adopt Resolution 2023-6
Joe Dillsworth seconded the motion.

A unanimous vote approved the motion.

Item 5: December 2022 Operations Report

Distefano presented the February 2022 Operations Update.

Item 6: Executive Directors Report

Averill gave updates on grants, legislative work regarding the ability of Colorado RTA's to levy a property tax and increased statutory cap on sales tax collections, and rolling stock.

Item 8: Round table updates and reports

No updates or roundtable topics were offered for conversation.

The meeting was adjourned at 4:01 p.m.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS MARCH 9TH, 2023 REGULAR MEETING**

RESOLUTION NO. 2023-7

RECITALS:

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

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

WHEREAS, the Board held a regular meeting on March 8th, 2023; and

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

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

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

1. At its March 8th, 2023 regular meeting the Board took action on the following:
 - a. Approval of the March 8th, 2023 meeting agenda (Exhibit A)
 - b. Approval of the Board meeting minutes for the February 9th, 2023 regular meeting (Exhibit B)

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AT A REGULAR PUBLIC MEETING THIS MARCH 9TH, 2023.

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
March 9 th , 2023	3	D. Averill
Objective/Requested Action		
Action is requested of the Board to amend an existing lease with Telluride Crossfit LLC for 137 Society Dr.		Report Work Session Discussion X Action
Key Points		
At the time of its purchase of 137 Society Dr. SMART assumed the existing lease with Telluride Crossfit (Exhibit A). SMART and Telluride Crossfit then executed an Amendment to the lease in December of 2020 (Exhibit B). At the June 2022 meeting the SMART Board approved a lease extension to June 30 th , 2024 (Exhibit C). The Amendment being considered today further extends the lease for one additional year to June 30 th , 2025, and is included as Exhibit D. CDOT has approved the extension of this lease amendment with the Tenant.		
Committee Discussion		
NA		
Supporting Information		
NA		
Fiscal Impact		
This actions will have a net positive fiscal impact for SMART.		
Advantages		
Revenue generated from 137 Society Drive helps to offset ongoing maintenance and capital repairs of the facility.		
Disadvantages		
None noted.		
Analysis/Recommendation(s)		
Staff recommends the extension of the lease for 137 Society Dr. with Telluride Crossfit.		
Attachments		
Exhibit A: Original Lease with Telluride Crossfit Exhibit B: SMART amendment to lease with Telluride Crossfit Exhibit C: June 2022 amendment with Telluride Crossfit to extend the term of the lease to June 30 th 2024. Exhibit D: New amendment with Telluride Crossfit to extend the term of the lease to June 30 th 2025.		

ATTACHMENT A

BUSINESS LEASE

This BUSINESS LEASE, dated Aug. 24, 2009, is between **SUMMIT MOUNTAIN PROPERTIES, LLC**, a Colorado limited liability company ("Landlord") and **TELLURIDE GYMNASTICS AND CROSSFIT, LLC**, a Colorado limited liability company ("Tenant") and **TERESA BRACHLE** and **ANDREW BRACHLE** ("Guarantors").

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the following described premises situate in the County of San Miguel, in the State of Colorado, being that portion of the premises described on Exhibit "A" attached hereto, the property address of which is 137 Society Drive, Telluride, CO, the legal description of which is Lot J2, Lawson Hill Subdivision. ✓

Said premises, with all the appurtenances, are leased to the Tenant for a term of five (5) years, and for a rental of \$4,000.00 payable monthly in advance, on the first day of each calendar month at the address of Landlord, P.O. Box 239, Montrose, CO 81402, without notice commencing September 1, 2009. ✓

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES, AGREES AS FOLLOWS:

1. The Tenant shall pay the rent for the premises above-described and agrees the monthly rent shall increase to \$4,120.00 September 1, 2010; \$4,244.00 September 1, 2011; \$4,371.00 September 1, 2012 and \$4,503.00 September 1, 2013. ✓

2. The Tenant shall, at the expiration of this lease, surrender the premises in as good a condition as when the Tenant entered the premises, ordinary wear and tear excepted. The Tenant shall keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate. ✓

3. The Tenant shall not sublet any part of the premises, nor assign the lease, or any interest therein, without the written consent of the Landlord. ✓

4. The Tenant shall use the premises only as a gymnasium school and training facility during normal business hours to be established by Tenant and shall not use the premises for any purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which said premises are located, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises. ✓

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5. The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omission of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord's agents and their respective successors and assigns, harmless, and indemnified from all injury, loss, claims or damage to any person or property while on the demised premises or any other part of Landlord's property, or arising in any way out of Tenant's business, which is occasioned by an act or omission of Tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant's personal property.

✓

6. The Tenant shall neither permit or suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purposes which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord.

✓

7. The Tenant shall pay 63% of the actual expense for real property taxes, 63% of the expense for HOA dues and liability insurance, 100% for snow removal, and 82% for utilities as may be reasonably incurred by the Landlord, upon billing of same by the Landlord.

★

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8. The Tenant shall permit the Landlord to place a "For Rent" sign upon the leases premises any time during the last year of any term of the Lease, and with notice to the Tenant of same, or, in the event Tenant has breached the terms of the Lease, then at any time. In the event the Lease term is renewed, or the breach has been cured, Landlord shall remove the sign.

✓

9. The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour and Landlord shall use best efforts to give Tenant notice of such entry.

✓

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

10. The Tenant shall be responsible for paying for all utility services to the Premises, being 82% of the billings for same, which shall be due upon billing of same by the Landlord. The Tenant shall be responsible for janitorial and telephone. The Landlord agrees to keep the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obligated to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

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Landlord shall disable the overhead crane located in the premises and shall have the right to remove same at any time.

11. No assent, express or implied, to any breach of default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default. ✓

12. If a Lease violation occurs, and Landlord has notified Tenant of same, and Tenant, after reasonable time has not cured the violation and Landlord issues a three-(3) day notice of termination, and the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to 200% of the last month's rent paid under this lease, and subject to all the terms and conditions of this lease. ✓

13. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease. ✓

14. The Landlord acknowledges receipt of a deposit in the amount of ~~\$4,000~~ ^{0 TB AB} to be held by the Landlord for the faithful performance of all of the terms, conditions and covenants of this lease. The Landlord may apply the deposit to cure any default under the terms of this lease and shall account to the Tenant for the balance. The Tenant may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations. ✓

15. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this lease, and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all premises and future damages, costs and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law (13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.), which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such ✓

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termination, the Landlord shall have available any and all of the above-listed remedies. Tenant shall have the right to cure, upon payment of sums due, and with agreement of the parties.

16. If the property or the premises shall be destroyed in whole or in material part by fire, the elements, or other casualty and if, in the sole opinion of the Landlord, they cannot be repaired within ninety (90) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any material degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this lease; then this lease shall terminate on the date of such injury. In the event of such termination, the Tenant shall immediately surrender the possession of the premises and all rights therein to the Landlord; shall be granted a license to enter the premises at reasonable times to remove the Tenant's property; and shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right to immediately enter and take possession of the premises and shall not be liable for any loss, damage or injury to the property or person of the Tenant or occupancy of, in, or upon the premises. ✓

If the Landlord repairs the premises within ninety (90) days, this lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said ninety (90) days during which the premises are wholly unfit for occupancy. In the event of damage and repair to a portion of the Premises, Tenant shall be entitled to a pro rata abatement of the rent for the period of repair. ✓

17. In the event any dispute arises concerning the terms of this lease or the nonpayment of any sums under this lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys fees from the other party. ✓

18. In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of \$200 will be paid by the Tenant.

19. During the term of this Lease and any extensions thereof, Tenant shall at its own cost and expense provide and keep in force for the benefit of Landlord and Tenant, comprehensive general public liability insurance protecting Landlord and Tenant against any and all liability, including costs of defense, in an amount of not less than One Million Dollars (\$1,000,000) in respect of injuries to or death of any one person, One Million Dollars (\$1,000,000) in respect of destruction or damage to property, and Two Million Dollars (\$2,000,000) in respect to injuries, death, destruction, and damage arising as a result of any one accident, such insurance to cover the entire Premises as well as the streets and sidewalks adjacent thereto. Such insurance shall be primary coverage with a combined single limit basis. Such insurance shall be written on an occurrence basis so that claims are not required to be made during the term of the policy. The policy shall contain either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, all subject to the Landlord's approval. ✓

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20. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Lease shall terminate and the Tenant waives all right to any such payments. ✓

21. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease. ✓

22. All notices hereunder shall be delivered by first class mail, facsimile or other electronic means and the parties acknowledge sufficiency of all such deliveries to the addresses set forth below. ✓

This lease shall be subordinate to all existing and future security interests on the premises. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. ✓

This lease shall be binding on the parties, their personal representatives, successors and assigns. When used herein, the singular shall include the plural.

“LANDLORD”

SUMMIT MOUNTAIN PROPERTIES, LLC, a Colorado limited liability company

By: Wade White
Manager

Address: 1521 Oxbow Dr., #201
Montrose, CO 81401

Fax (970)

E-mail: _____

“TENANT”

TELLURIDE GYMNASTICS AND CROSSFIT, LLC, a Colorado limited liability company

By: [Signature]
Co-Manager

By: [Signature]
Co-Manager

Address: PO Box 79
Telluride, CO 81435

Fax _____

E-mail: telluridegymnastics and crossfit@gmail.com

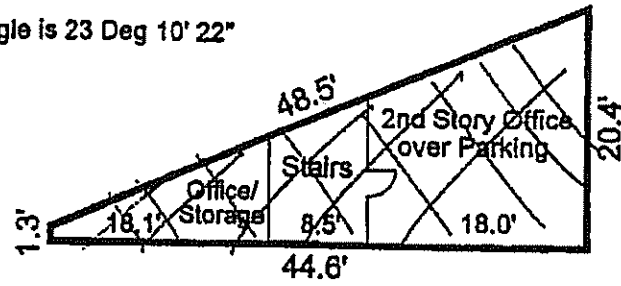
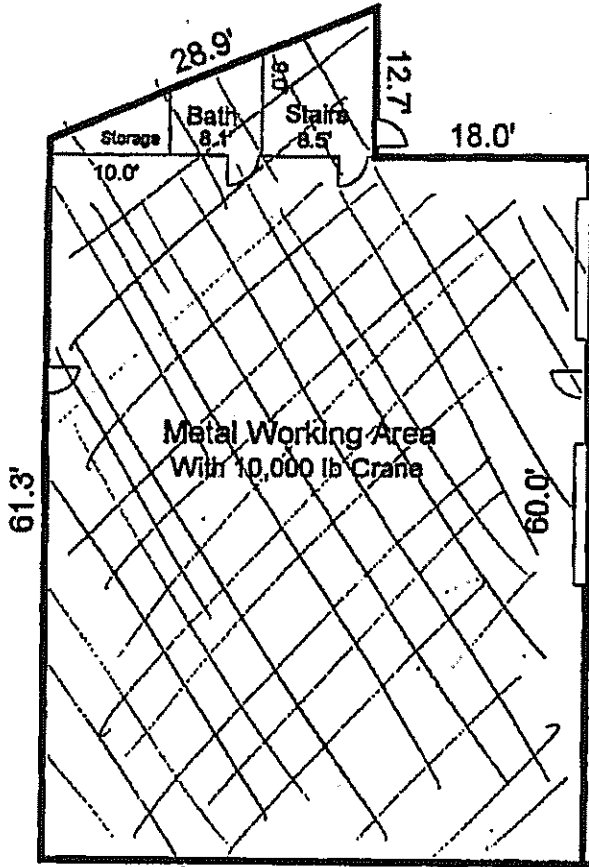
“GUARANTORS”

T. Brachle
 Teresa Brachle
 Address: PO Box 79
Telluride, CO 81435
 Fax _____
 E-mail: telluridegymnastics and crossfit
@gmail.com

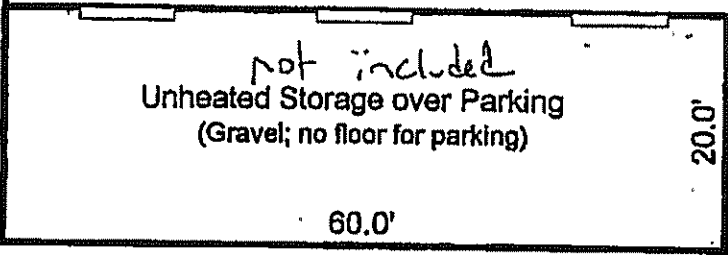
Andrew Brachle
 Andrew Brachle
 Address: P.O. Box 79
Telluride, CO 81435
 Fax _____
 E-mail: _____

BUILDING FLOOR PLAN

Per Plans Angle is 23 Deg 10' 22"



Second Story floor plan



Scale: 1 = 16

AREA CALCULATIONS SUMMARY			
Code	Description	Area	Total
GBAL	First Floor	2860.67	
	Storage	1200.00	
	Second Floor	483.91	4544.58
TOTAL BUILDING (rounded)			4545

BUILDING AREA BREAKDOWN			
Area	Breakdown	Subtotal	
First Floor			
	44.6 x 60.0	2675.00	
0.5 x	10.8 x 28.9	151.11	
0.5 x	0.0 x 0.0	0.00	
	1.3 x 26.6	34.56	
Storage			
	20.0 x 60.0	1200.00	
Second Floor			
0.5 x	19.1 x 44.6	425.93	
	1.3 x 44.6	57.98	
7 Areas Total (rounded)			4545

Exhibit "A"

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EXTENSION TO LEASE AGREEMENT

This EXTENSION TO LEASE AGREEMENT ("Amendment") is made and entered into effective 7/28, 2014, by and among SUMMIT MOUNTAIN PROPERTIES, LLC, a Colorado limited liability company ("Landlord") and TELLURIDE GYMNASTICS AND CROSSFIT, LLC, a Colorado limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to a Lease Agreement dated August 24, 2009, a copy of which is attached hereto as Exhibit "A" ("Lease").

B. The parties desire to amend the Lease as hereinafter provided.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, the parties agree as follows:

1. Term. The Lease shall be extended through September 1, 2015.

2. Effect of Amendment. Except as expressly modified herein, the Lease is unmodified, is hereby ratified and affirmed, will remain in full force and effect in accordance with its terms and will apply to the Premises. If there is any inconsistency between the terms of the Lease and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of Landlord and Tenant. ✓

3. Counterparts: Facsimile Signatures. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the same instrument. This Amendment may be executed and delivered by one party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead. ✓

In all other respects, the Lease Agreement remains in full force and effect.

"LANDLORD"

SUMMIT MOUNTAIN PROPERTIES, LLC

By: [Signature]
Printed Name: Matt Mills
Title: OWNER

"TENANT"

TELLURIDE GYMNASTICS AND CROSSFIT, LLC

By: [Signature]
Printed Name: ANDREW BRACHLE
Title: OWNER

"GUARANTOR"

[Signature]
Teresa Brachle
[Signature]
Andrew Brachle

EXTENSION TO LEASE AGREEMENT

This EXTENSION TO LEASE AGREEMENT ("Amendment") is made and entered into effective 7/28, 2014, by and among SUMMIT MOUNTAIN PROPERTIES, LLC, a Colorado limited liability company ("Landlord") and TELLURIDE GYMNASTICS AND CROSSFIT, LLC, a Colorado limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to a Lease Agreement dated August 24, 2009, a copy of which is attached hereto as Exhibit "A" ("Lease").

B. The parties desire to amend the Lease as hereinafter provided.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, the parties agree as follows:

1. Term. The Lease shall be extended through September 1, 2015.


2. Effect of Amendment. Except as expressly modified herein, the Lease is unmodified, is hereby ratified and affirmed, will remain in full force and effect in accordance with its terms and will apply to the Premises. If there is any inconsistency between the terms of the Lease and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of Landlord and Tenant. ✓

3. Counterparts: Facsimile Signatures. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the same instrument. This Amendment may be executed and delivered by one party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead. ✓

In all other respects, the Lease Agreement remains in full force and effect.

"LANDLORD"

SUMMIT MOUNTAIN PROPERTIES, LLC


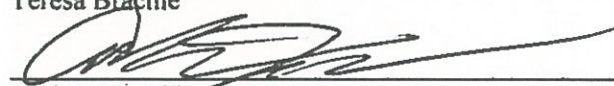
By: 
Printed Name: Matt Miles
Title: OWNER

"TENANT"

TELLURIDE GYMNASTICS AND CROSSFIT, LLC

By: _____
Printed Name: ANDREW BRACHLE
Title: OWNER

"GUARANTOR"


Teresa Brachle

Andrew Brachle

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into effective _____, 2015, by and among SUMMIT MOUNTAIN PROPERTIES, LLC, a Colorado limited liability company ("Landlord") and TELLURIDE GYMNASTICS AND CROSSFIT, LLC, a Colorado limited liability company ("Tenant").

RECITALS

- A. Landlord and Tenant are parties to a Lease Agreement dated August 24, 2009, a copy of which is attached hereto as Exhibit "A" ("Lease").
- B. The parties desire to amend the Lease as hereinafter provided.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, the parties agree as follows:

- 1. Term. The Lease shall be extended to a term of seven (7) years effective upon completion of improvements to the Premises provided by Landlord.
- 2. Rent. Effective on the first day of the month following completion of improvements to the Premises provided by Landlord, Tenant shall pay monthly rent as follows:

Year 1	\$5,888	beg. 2-1-16	
Year 2	\$6,065	2-1-17	
Year 3	\$6,247	2-1-18	
Year 4	\$6,434	2-1-19	✓
Year 5	\$6,627	2-1-20	
Year 6	\$6,826	2-1-21	
Year 7	\$7,031	2-1-22 - 1-31-23	

- 3. Effect of Amendment. Except as expressly modified herein, the Lease is unmodified, is hereby ratified and affirmed, will remain in full force and effect in accordance with its terms and will apply to the Premises. If there is any inconsistency between the terms of the Lease and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of Landlord and Tenant. ✓
- 4. Counterparts: Facsimile Signatures. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the same instrument. This Amendment may be executed and delivered by one party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead.

In all other respects, the Lease Agreement remains in full force and effect.

"LANDLORD"

SUMMIT MOUNTAIN PROPERTIES, LLC ✓


By: *Matt M. [Signature]*
 Printed Name: Matt M. [Signature]
 Title: Manager


"TENANT"

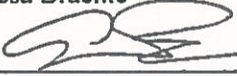
TELLURIDE GYMNASTICS AND CROSSFIT, LLC

P.

“GUARANTOR”

By: 
Printed Name: ANDREW BRACHLE
Title: OWNER


Teresa Brachle


Andrew Brachle

9

ATTACHMENT B

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into effective December 16th 2020 by and among the **SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION, ("SMART")** and Colorado Department of Transportation acting through SMART(collectively "Landlord") and **TELLURIDE GYMNASTICS AND CROSSFIT, LLC**, a Colorado limited liability company ("Tenant").

RECITALS

- A. At the time of its purchase of 137 Society Landlord assumed that Lease with Tenant dated August 24 2009, as amended, a copy of which is attached hereto as Exhibit "A" (the "Lease").
- B. Landlord and Tenant desire to amend the Lease as hereinafter provided.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1. **Term:** The Lease shall be extended to June 30th, 2023. Landlord also agrees that Tenant may terminate the Lease without penalty upon Sixty (60) days advance written notice if Tenant secures a new location to relocate its business.
- 2. **General Maintenance Responsibilities:** Landlord agrees to arrange for the roof of the gymnasium space to be shoveled as needed throughout the term of the Lease.
- 4. **Rent:** In recognition of challenges to the Tenant’s business due to the effects of the COVID pandemic, Landlord agrees to the following Sliding Scale Rent Schedule effective November 1: 2020 upon the following terms and conditions as agreed to by Tenant:
 - a) Tenant’s share of HOA dues and Utilities shall remain unchanged from the terms of the original Lease.
 - b) Tenant’s share of Property Management Fees (where applicable), shall be calculated with the same percentages as those used to calculate Tenant’s share of HOA dues and Utilities.
 - c) Landlord and Tenant agree that in months where the COVID level changes, rent for that month will be prorated to reflect the different rent rates for the number of days of the month under each COVID level.
 - d) Landlord and Tenant agree that It may be necessary to adjust (either through additional payment by Tenant or an application credit by Landlord for rent previously paid) monthly rent invoices due to changes in the COVID mitigation level throughout the month.

Sliding Scale Rent Schedule for 137 Society Dr.

County COVID Level	Terms
Green: Protect our Neighbors	\$6626 base rent + Tenant Share of HOA dues and Utilities
Blue: Cautious	\$5426 base rent + Tenant Share of HOA dues and Utilities
Yellow: Concern	\$4226 base rent + Tenant Share of HOA dues and Utilities
Orange: High Risk	\$3000 base rent + Tenant Share of HOA dues and Utilities
Red: Stay at Home:	\$1800 base rent + Tenant Share of HOA dues and Utilities
Purple	\$0 base rent + Tenant Share of HOA dues, Utilities, and Property management fees.

- 7. **Effect of Amendment:** Except as expressly modified herein, the Lease is unmodified, is hereby ratified and affirmed, will remain in full force and effect in accordance with its terms and will apply to the Premises. If there is

any inconsistency between the terms of the Lease and the terms of this Amendment, provisions of this Amendment will govern and control the rights and obligations of Landlord and Tenant.

8. **Counterparts:** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the same instrument. This Amendment may be executed and delivered by one party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead. In all other respects, the Lease Agreement remains in full force and effect.

"LANDLORD" SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

By: David Averill
Printed Name: David Averill
Title: Executive Director

"TENANT" TELLURIDE GYMNASTICS AND CROSSFIT, LLC

By: _____
Printed Name: _____
Title: _____

ATTACHMENT C

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into effective _____ 2022 by and among the SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION, ("SMART") and Colorado Department of Transportation acting through SMART(collectively "Landlord") and TELLURIDE GYMNASTICS AND CROSSFIT, LLC, a Colorado limited liability company ("Tenant").

RECITALS

- A. At the time of its purchase of 137 Society Dr. Landlord assumed that Lease with Tenant dated August 24 2009, as amended, a copy of which is attached hereto as Exhibit "A" (the "Lease").
- B. SMART executed an amendment to the lease with the Tenant in December of 2020. A copy of this lease is attached as Exhibit "B"
- C. Landlord and Tenant desire to further amend the Lease as hereinafter provided.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1. **Term:** The Lease shall be extended to June 30th, 2024. Landlord also agrees that Tenant may terminate the Lease without penalty upon Sixty (60) days advance written notice if Tenant secures a new location to relocate its business.
- 2. **Effect of Amendment:** Except as expressly modified herein, the Lease is unmodified, is hereby ratified and affirmed, will remain in full force and effect in accordance with its terms and will apply to the Premises. If there is any inconsistency between the terms of the Lease and the terms of this Amendment, provisions of this Amendment will govern and control the rights and obligations of Landlord and Tenant.
- 3. **Counterparts:** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the same instrument. This Amendment may be executed and delivered by one party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead. In all other respects, the Lease Agreement remains in full force and effect.

"LANDLORD" SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____
Printed Name: David Averill
Title: Executive Director

"TENANT" TELLURIDE GYMNASTICS AND CROSSFIT, LLC

By: _____
Printed Name: _____
Title: _____

ATTACHMENT D

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into effective _____ 2023 by and among the SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION, ("SMART") and Colorado Department of Transportation acting through SMART(collectively "Landlord") and TELLURIDE GYMNASTICS AND CROSSFIT, LLC, a Colorado limited liability company ("Tenant").

RECITALS

- A. At the time of its purchase of 137 Society Dr. Landlord assumed that Lease with Tenant dated August 24 2009, as amended, a copy of which is attached hereto as Exhibit "A" (the "Lease").
B. SMART executed an amendment to the lease with the Tenant in December of 2020. A copy of this lease is attached as Exhibit "B"
C. SMART executed an amendment to the lease with the Tenant in June of 2022 extending the term of this lease to June 30 2024. A copy of this lease is attached as Exhibit "C"
D. Landlord and Tenant desire to further amend the Lease as hereinafter provided.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, Landlord and Tenant agree as follows:

- 1. Term: The Lease shall be extended to June 30th, 2025. Landlord also agrees that Tenant may terminate the Lease without penalty upon Sixty (60) days advance written notice if Tenant secures a new location to relocate its business.
2. Effect of Amendment: Except as expressly modified herein, the Lease is unmodified, is hereby ratified and affirmed, will remain in full force and effect in accordance with its terms and will apply to the Premises. If there is any inconsistency between the terms of the Lease and the terms of this Amendment, provisions of this Amendment will govern and control the rights and obligations of Landlord and Tenant.
3. Counterparts: This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the same instrument. This Amendment may be executed and delivered by one party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead. In all other respects, the Lease Agreement remains in full force and effect.

"LANDLORD" SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____
Printed Name: David Averill
Title: Executive Director, San Miguel Authority for Regional Transportation

"TENANT" TELLURIDE GYMNASTICS AND CROSSFIT, LLC

By: _____
Printed Name: _____
Title: _____

RESOLUTION 2023-8

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (SMART)
APPROVING A LEASE AMENDMENT WITH TELLURIDE CROSSFIT LLC FOR 137 SOCIETY DRIVE**

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) purchased 135 and 137 Society Drive in Lawson Hill in October of 2020; and

WHEREAS, At the time of its purchase of 137 Society Dr. SMART assumed the existing lease with Telluride Crossfit LLC, dated August 24th 2009, as amended, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, SMART and Telluride Crossfit LLC executed an Amendment to the lease, attached hereto as “Exhibit B”, in December of 2020 (Exhibit B) which, in addition to other changes, extended the term of the lease to June 30th, 2023; and

WHEREAS, SMART and Telluride Crossfit LLC executed an Amendment to the lease, attached hereto as “Exhibit B”, in June of 2022 (Exhibit C) which extended the term of the lease to June 30th, 2024; and

WHEREAS, the Board of Directors desires to execute an amendment to the existing amended lease agreement with Telluride Crossfit LLC, to extend the term of the lease to June 30th, 2025, a copy of which is attached hereto as Exhibit “D”; and

NOW, THEREFORE, be it resolved by the Board of Directors of SMART as follows:

THAT, the Board of Directors hereby approves the lease amendment with Telluride Crossfit LLC and the lease attached hereto as Exhibit “D”; and

THAT, the Board of Directors hereby authorizes and directs the SMART Executive Director to execute Exhibit “D” on behalf of SMART and take all actions necessary and appropriate to effectuate this Resolution.

INTRODUCED, READ AND PASSED by the Board of Directors of the San Miguel Authority for Regional Transportation, Telluride, Colorado, at its regular meeting held on March 9th, 2023.

SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION

Joe Dillsworth,
Chairman, Board of Directors

Date: _____

WITNESS my hand this _____ day of _____, 2023.

Executive Director

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
March 9 th , 2023	4	D. Averill
<p>This is an action item to adopt Resolution 2023-9 exercising SMART’s option to opt out of Colorado paid Family Medical Leave Insurance (FAMLI) program.</p>		<p>Report Work Session Discussion X Action</p>
<p>Key Points</p>		
<p>In November of 2022, Colorado voters approved Proposition 118, which created a state-run paid family and medical leave insurance enterprise that allows employees to take up to 12 weeks of leave. An eligible employee may take leave for reason such as caring for their own health condition, caring for a new child, or caring for a family member. Employees are not required to take leave consecutively. Both employers and employees will pay into a new Family and Medical Leave Insurance Fund. The state will use money in the fund to pay wage benefits to employees during their leave, similar to unemployment insurance. The amount an employee will receive during leave is based on the employee’s average weekly wage. Most employees become eligible to take paid leave after they have earned at least \$2500 in wages and become eligible for certain job protections after being employed with their current employer for at least 180 days.</p> <p>SMART benefits currently include Paid Time Off (PTO) for minor illness and injury. In addition to PTO, SMART provides leave under the Family and Medical Leave Act (FMLA) which provides for up to 12 weeks paid leave to eligible employees due to:</p> <ul style="list-style-type: none"> - Incapacity due to pregnancy, prenatal medical care, or childbirth. - To care for the employee’s child after birth, or placement for adoption or foster care. - To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition. - Serious health condition that makes the employee unable to perform the employee’s job. <p>A description of the full host of benefits and protections for employees under the FMLA is included in the SMART Employee Manual, a copy of which is given to every SMART employee upon hire.</p> <p>All Colorado counties, municipalities and special districts are enrolled in FAMLI by default, though there is an opt out provision for these entities. To date, over 80% of counties, municipalities, and special districts have chosen to opt out of the FAMLI program. Many of these entities opt out because FAMLI is essentially an unpaid mandate, which at a minimum will increase benefits budgets by .45%. While this may not be a concern for a two-person organization like SMART, this could amount to a significant budget increase for larger employers. In addition, because FAMLI is a new program and the program rules have not been fully established, and because FAMLI assigns the costs of errors in calculating and remitting premiums to employers, many entities are declining participation in the program now and are waiting until procedures are developed to ensure compliance. Finally, the benefits afforded by FAMLI are almost duplicative with the those included under the FMLA. Therefore, participation in FAMLI is not seen as necessary for employees who are already protected by the FMLA.</p>		

Note that action to opt out of the FAMLI program must be renewed every eight years, or SMART will be automatically added back into the program. Furthermore, an entity that previously opted out of the FAMLI program may opt back in at the beginning of any local budgeting cycle.

Committee Discussion

NA

Supporting Information

NA

Fiscal Impact

This action will save SMART approximately \$950 annually.

Advantages

Aside from the slight financial savings, opting out of FAMLI will avoid any administrative burden imposed by participating in the program.

Disadvantages

Since current SMART employees are already covered by the FMLA, no disadvantages are noted.

Analysis/Recommendation(s)

Staff recommends approval of Resolution 2023-9 opting SMART out of the FAMLI program.

Attachments

NA

RESOLUTION OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION TO DECLINE PARTICIPATION IN COLORADO’S PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM

RESOLUTION 2023-9

WHEREAS, in November of 2020, Colorado voters approved Proposition 118, which paved the way for creation of a state-run Paid Family and Medical Leave Insurance (“FAMLI”) program, and

WHEREAS, FAMLI is codified in C.R.S. § 8-13.3-501, *et seq.*, and administered through the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance; and

WHEREAS, pursuant to C.R.S. § 8-13.3-502, a special district may decline participation in the FAMLI program by a majority vote of its governing body at a public meeting, and its employees may still elect to participate individually under C.R.S. § 8-13.3-514; and

WHEREAS, in accordance with 7 CCR 1107-2, notice was provided to employees and the public of the opportunity to submit comments to the Board of Directors of the San Miguel Authority for Regional Transportation (“SMART Board”) regarding the FAMLI program; and

WHEREAS, the SMART Board held a public meeting on March 9th, 2023 and took testimony on the decision whether to participate in the FAMLI program; and

WHEREAS, based on staff recommendation and public comment, the SMART Board finds it is in the best interest of the San Miguel Authority for Regional Transportation to decline participation in the FAMLI program.

NOW, THEREFORE BE IT RESOLVED by the SMART Board, that:

- 1) The foregoing recitals are incorporated herein as findings and determinations of the SMART Board
- 2) The SMART Board hereby declines participation by the San Miguel Authority for Regional Transportation in the FAMLI program. The Executive Director is authorized to take any and all further actions necessary to effectuate the SMART Boards declination vote.
- 3) This Resolution shall be in full force and effect upon its passage and adoption.

INTRODUCED, READ AND PASSED by the Board of Directors of the San Miguel Authority for Regional Transportation, Telluride, Colorado, at its regular meeting held on March 9th, 2023.

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

Joe Dillsworth,
Chairman, Board of Directors

Date: _____

WITNESS my hand this _____ day of _____, 2023.

David Averill, SMART Executive Director

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
March 9 th , 2023	5	Kari Distefano
<p>The objective of this item is to formally adopt the “Specialized Transit Road Map for better serving older adults and people with disabilities”</p>		<p>Report Work Session Discussion X Action</p>
<p>Key Points</p>		
<p>Included in the “Initial Service Plan” that was included as an appendix to the original San Miguel Authority for Regional Transportation Intergovernmental Agreement dated November 9th, 2016 was a provision that SMART consider enhancing specialized services such as paratransit, transit to medical appointments and senior transit.</p> <p>To that end, in the fall of 2020, SMART applied for a FTA 5304 grant administered by CDOT. The grant application was approved, funding was awarded and on October 20th, 2021, SMART issued a Request for Proposals for consulting services which would enable SMART to identify gaps in specialized service provisions and outline the service needs, operational and capital requirements, feasibility, and implementation roadmap for Senior and Disabled Transit services in the SMART service area.</p> <p>In January of 2022, after a comprehensive selection process that included a review of four separate consultant proposals, SMART executed a contract with Fehr and Peers to complete a Senior and Disabled Transit Service Roadmap.</p> <p>The project began in early January 2022 with a formalized Scope of Work document provided by Fehr and Peers and approved by SMART staff. Key milestones included the following:</p> <p>March 1st - May 11th 2022 – Fehr and Peers, with the assistance of SMART staff conducted a series of stakeholder interviews and focus group meetings to determine how area residents felt about existing Senior and Disabled Transit services that were being provided and what needs were not being met.</p> <p>April 1st, 2022 – Fehr and Peers generated the “SMART Senior & Disabled Transit Service Roadmap Existing Conditions Assessment.” This assessment examined the areas demographics including age and disabilities and studies such as “Mountain Migration” and the 2018 “San Miguel Housing Assessment” that could inform future needs. The assessment reviewed existing transit services including both public and private and identified services specifically dedicated to senior and disabled transportation.</p> <p>August 15th, 2022 – Fehr and Peers released the “Specialized Transportation Survey”. The survey was available to the public both on the internet and on paper. The survey received responses from residents of Telluride, Norwood, Lawson Hill Subdivision, Down Valley, Redvale and Montrose.</p> <p>October 13th, 2022 - Results of the survey were presented to the SMART Board. Based on the results of the survey, Fehr and Peers categorized recommendations into four groups:</p>		

- Improvements to and expansions of services:
 - Standardizing the Tri-County Health Network Medical Shuttle Schedule.
 - Increased Medical Shuttle frequency.
 - Have the West End Dial-a-ride be more readily available.
- New services:
 - Medical Shuttle to Durango
 - West End Volunteer Driver Program
 - Senior Lunch Dial-a-ride
- Marketing, promotion and rider information:
 - Collaborate with partners to provide travel training to provide assistance to those that may need help boarding the shuttle or otherwise accessing existing services
 - Design a marketing campaign that would inform people about available services and how to ride existing shuttles
 - Provide a single website/resource that would be a clearing house for all available transit information
- Partnerships and governance:
 - Coordinate with local community members, Human Service providers and All Points Transit

December 15th, 2022 – Fehr and Peers released the draft final “**SMART Senior & Disabled Transit Service Roadmap**” for staff review and comment. The draft final Roadmap summarized the project overview, existing conditions, community and stakeholder input and detailed recommendations that included potential costs of implementing the recommendations.

March 9th, 2023 – Release of the Final Plan: Based on input from the SMART Board, the public and key stakeholders, the document that the Board is considering makes the following recommendations for implementing the Roadmap.

Priority recommendations for the near-term (1-3 years):

- Increase Medical Shuttle Frequency
- West End Travel Training
- Single Website/Resource for the Region
- Committee on Accessibility, focused on San Miguel County and West End needs
- Increased SMART/All Points Transit Collaboration
- Develop a Regional Transit Providers Working Group

Mid-term priorities (3-5 years):

- Restructure Medical Shuttle and West End Dial-a-ride
- Senior Lunch Dial-a-ride
- Marketing Campaign

Long-term priorities (5+ years):

- Shuttle to Durango
- West End Volunteer Driver Program

This plan offers guidance toward developing partnerships and enhancing SMART support of existing services. The plan recognizes that SMART’s role in Senior and Disabled Transit Services is dependent upon on working with and strengthening ties to existing partners such as All Points Transit.

NA

Supporting Information

NA

Fiscal Impact

The fiscal impact of this plan will vary from year-to-year as the plan is being implemented and depending on Board approval of specific items.

Advantages

Adoption of this plan will fulfill the obligation set forth in the San Miguel Authority for Regional Transportation Intergovernmental Agreement and will enhance SMART support of Senior and Disabled Transit Services.

Disadvantages

None noted.

Analysis/Recommendation(s)

Staff recommends that the Board adopts the Specialized Transit Roadmap as submitted.

Attachments

Attachment (A): SMART Specialized Transit Roadmap for Older Adults and People with Disabilities



SMART SPECIALIZED TRANSIT ROADMAP

FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES

MARCH 2023



SPECIALIZED TRANSIT ROADMAP PROJECT OVERVIEW

The Specialized Transit Roadmap seeks to identify and help address existing transportation needs for the most underserved populations of the service area of the San Miguel Authority for Regional Transportation (SMART), particularly older adults and people with disabilities. This report, or Roadmap, summarizes the existing conditions analysis and community outreach that was conducted in order to identify existing needs and priorities in the SMART service area. These identified needs were used to identify potential service improvements, community programs, and partnerships needed to improve transportation service for older adults and people with disabilities. This Roadmap organizes recommendations into near-, mid-, and long-term strategies to allow SMART and its partners to phase in improvements over time as resources and partnerships grow providing a roadmap for the future. This report also includes a five-year financial plan that SMART and its partners can use to help accomplish the Roadmap recommendations.

Figure 1: Project Process



Project Process

The overall project process is illustrated in **Figure 1**. Community members were engaged in two different phases of the project. The first engagement was during the existing conditions phase of the project and the second was after draft recommendations were developed to get community feedback on the potential improvements. Over the length of the project, ten virtual stakeholder focus groups, five in-person open houses, and one community survey were conducted. This process resulted in recommendations that were shaped by community input both in their development and refinement.

Summary of Existing Conditions

Located in Southwest Colorado, San Miguel County includes both high-end mountain resorts and rural ranching communities over its 1,289 square miles and an elevation range of 5,309 feet to 14,021 feet. Communities in San Miguel County include Telluride, Mountain Village, Ophir, Sawpit, and Norwood. SMART is a Regional Transportation Authority (RTA) as defined under Colorado Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes. SMART is the newest public transit provider in the state of Colorado and was formed in November of 2016 by a vote of the residents of Telluride, Mountain Village, and the R1 School District in San Miguel County – these three initial signatories make up the RTA. SMART is currently funded by a .25 cent sales tax and .75 mil levy collected in these jurisdictions, as well as funding from the 3% Real Estate Transfer Assessment (RETA) on all eligible real estate transactions in the Telluride Mountain Village Owners Association.

SMART provides regional transit services in parts of San Miguel County and in neighboring communities. It connects rural communities like Placerville and Norwood with Telluride and Mountain Village. The routes also connect communities as far north as Naturita and Nucla (known as the West End) in Montrose County and as far south as Rico in Dolores County. It should be noted that, in some cases, SMART services make connections outside of the taxing district, like to Norwood, Nucla, and Naturita, which are not funding members of the district.

This existing conditions summary includes the study area' demographics, existing transportation services, community input on existing transportation issues, and the identification of existing gaps and opportunities.

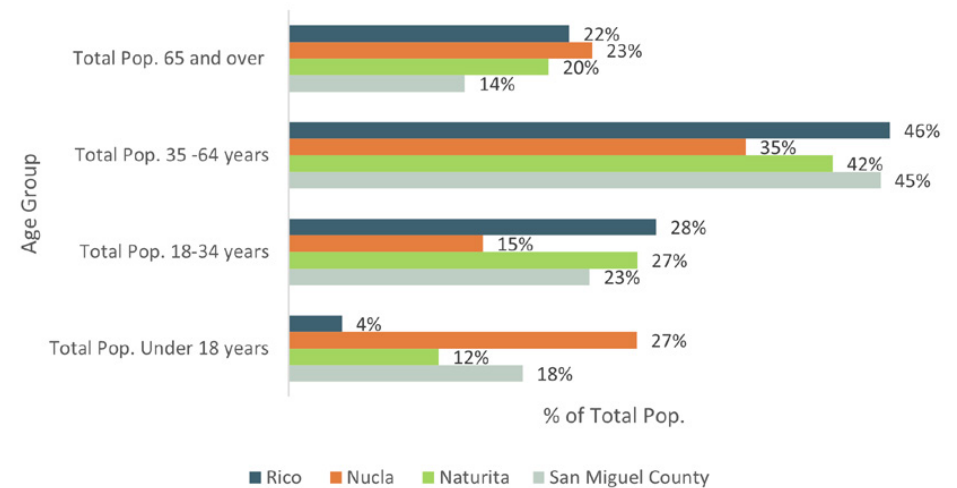
Demographics

In 2020, the estimated population of San Miguel County was 8,072 with 48% of the county's population residing in Mountain Village or Telluride. The county is expected to grow to a population of 9,544 by 2030. The specific characteristics of the residents in the SMART service area vary greatly by community. Overall, the more rural communities outside of Telluride and Mountain Village have higher proportions of people over 65 or under 18 years old, people with disabilities, and low-income households. All of these characteristics are associated with higher rates of people relying on public transportation or rides from family and friends to get around. These trends in the communities served by SMART can be seen in

the following statistics:

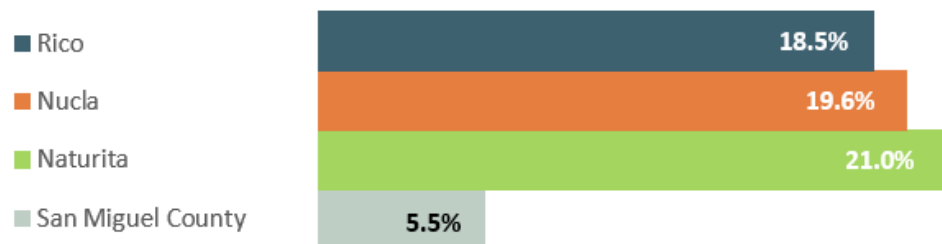
- The largest age cohort of the population in San Miguel County are within the age range of 35 to 64, but in communities like Nucla, Naturita, and Rico, there is a higher proportion of the population who are under 18 years old or 65 and over.
- The percentage of residents with a disability is 5.5% across San Miguel County but is roughly 20% of the population in Nucla, Naturita, and Rico. Many of the people with disabilities in these communities have vision difficulty or ambulatory difficulty which may make it challenging or impossible to drive.
- Median household income across the entire study area is lower than the median household income in Colorado, and in Naturita and Nucla, there are significantly higher proportions of families living in poverty than San Miguel County as a whole.

Figure 2: Age Distribution in Study Area



Source: US Census Bureau, American Communities Survey 2019 5-year Estimates

Figure 3: Percentage of Residents with a Disability



Source: US Census Bureau, American Communities Survey 2019 5-year Estimates

Existing Transportation Services

The existing transportation services in the study area include public transit, non-profit transportation providers, and private transportation providers

Public Transit

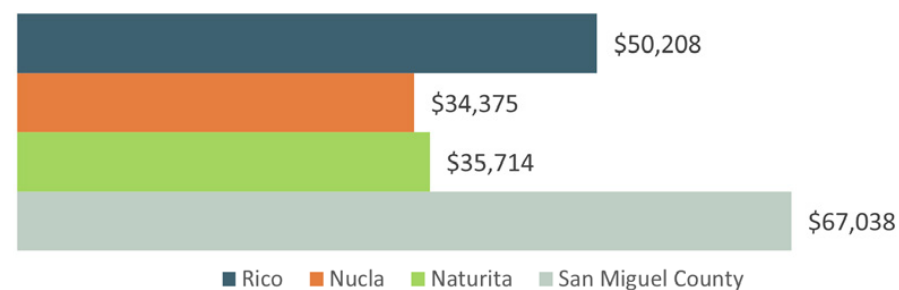
San Miguel Authority for Regional Transportation (SMART) connects Telluride with the broader region to places like Mountain Village, Placerville, Norwood, Redvale, Naturita, Nucla, Lawson Hill, and Rico. SMART also operates vanpools connecting to Ridgway and Montrose.



All Points Transit (APT) includes services like pre-scheduled rides through the Dial-A-Ride program, and a regional medical shuttle which All Points Transit operated in partnership with Tri-County Health Network. The shuttle connects people in Telluride, Placerville, Norwood, Naturita, and Nucla with medical facilities in Montrose and Grand Junction.

The Town of Mountain Village provides a gondola service between Mountain Village and Telluride. Mountain Village also provides a “Chondola” service between the Mountain Village core and the Meadows area. When the gondola is not in service during the off season (between Summer and Winter seasons), SMART operates a bus service between Mountain Village and Telluride. When the “Chondola” is not in service during the summer and off seasons, the Town of Mountain Village operates a bus that between the Mountain Village core and the Meadows area.

Figure 4: Households by Median Income (2019)



Source: US Census Bureau, American Communities Survey 2019 5-year Estimates

The Town of Telluride operates the Galloping Goose, a fixed route circulator bus within the town.

Bustang Outrider is an interregional bus service and administered by CDOT and operates a route between Durango and Grand Junction and a route between Telluride and Grand Junction.



Non-Profit Transportation Providers

Disabled American Veterans provides transportation for veterans to VA medical facilities, the nearest one to the study area is in Grand Junction.

Private Transportation Providers

Telluride Express offers private and shared shuttle rides in its expanded service area, which includes all of the study area, and can reach destinations like Montrose, Grand Junction, Cortez, Gunnison, and further communities across Colorado.

TransCare is a medical transportation service, mostly for emergency transportation.

Mountain Limo is a door-to-door service to and from Montrose and Telluride airports to surrounding areas.

Tellurides is a private luxury limo and airport shuttle with services between Telluride and the Montrose Airports.

Existing Connections

The connection matrix in **Figure 5** illustrates the ways in which general transit riders can connect between eleven different communities in the study area with the existing transportation services. The matrix is shaded from light green to dark green, with the lightest color representing limited connectivity, and the darkest color representing robust connectivity. Out of the 110 connections that can be made, 13 are categorized as limited connectivity, where it is hard to make multiple connections within one day. 12 connections are categorized as robust connectivity, where connections can be made daily, and there are multiple connections between services that can be made throughout the day. The rest and most of the connections are categorized as medium connectivity, where service exists three or more times per week, and two connections between services can be made daily. The matrix is an indicator that some extent of connectivity exists between the communities in the study area, but improvements to the connections will ensure that the connectivity is widespread.

Community Input

As part of the needs assessment, the project team conducted nine stakeholder interviews in February and March of 2022. The stakeholders that were engaged during this process represent SMART riders, other transportation service providers, and human services in San Miguel and Montrose Counties.

The stakeholders identified a range of mobility challenges faced by older adults and people with disabilities. The following mobility challenges were consistently cited across the outreach process:

- Current specialized transit services are infrequent
- Lack of awareness regarding existing services
- Food insecurity is driving transportation needs
- West End residents desire increased transit coverage
- Medical appointments and specialty retail needs were cited as some of the top trips people need to make regionally

Existing Gaps & Opportunities

From the data analyzed and the input from stakeholders, a few key transportation needs rose to the top as most pressing for older adults and people with disabilities in the study area:

- Need for more general and specialized service to the West End (Nucla, Naturita, Norwood)
- Desire for expansion of Tri-County health medical shuttle
- Growing numbers of people needing supportive services
- Lack of awareness about existing transit options



ROADMAP RECOMMENDATIONS OVERVIEW

The project team used the findings from the existing conditions analysis and first phase of community outreach to develop recommendations that fall into four categories:








- Improvements to & expansion of transit service
- New transit services
- Marketing, promotion, & rider information
- Partnerships & governments

This section presents these recommendations organized into tables by these four categories. Each table provides additional information on the recommendations including estimated time frame, necessary partners, planning level cost estimates, ease of implementation, whether or not each recommendation was identified as a top priority by community members.

Community Input on Recommendations






These recommendations were also presented to community members who are older adults, have a disability, or are close to an older adult or person with a disability. These community members were surveyed on how favorable they felt each recommendation is in addressing existing transportation needs. The top priority recommendations identified through this survey effort are identified in the tables of recommendations following this section.

Legend for Table of Recommendations

Estimated Time Frame	Ease of Implementation	Community Priority
 Near-term (1-3 years)	 Easy	
 Mid-term (3-5 years)	 Medium	
 Long-term (+5 years)	 Difficult	

IMPROVEMENTS TO AND EXPANSIONS OF TRANSIT SERVICE

Service improvement and expansion recommendations were developed to address the community identified need for additional frequency of existing transit connections and feedback from the community that it is hard to understand how and when to use the transportation services that exist today.

RECOMMENDATION	ESTIMATED TIME FRAME	EASE OF IMPLEMENTATION	PARTNERS	ANNUAL OPERATING COST ESTIMATE*	TOP COMMUNITY PRIORITY	NEXT STEPS
<p>Restructure Medical Shuttle and West End Dial-a-ride Operate the medical shuttle more like a fixed route or deviated fixed route bus or make the medical shuttle and dial-a-ride one cohesive service to make it easier for people to understand the service and schedule different rides.</p>			All Points Transit, Tri-County Health, Health Care Providers	\$39,000		Coordinate with All Points Transit and Tri-County Health on improvements to these services that could improve rider experience and ease of use. Discuss what funding or other partnerships are necessary for these changes.
<p>Increase Medical Shuttle Frequency Increase number of days of service per month for existing All Points/Tri-County medical shuttle (two per week, all weeks to/from Montrose, 2 per month for Grand Junction).</p>			All Points Transit, Tri-County Health, Health Care Providers	\$36,000		

*There are no one-time capital costs associated with these recommendations assuming All Points Transit has vehicles available.

NEW TRANSIT SERVICES

New service recommendations were informed by gaps in transit connections identified through the inventory of existing transportation services and community input.

RECOMMENDATION	ESTIMATED TIME FRAME	EASE OF IMPLEMENTATION	PARTNERS	ONE-TIME CAPITAL COST	ANNUAL OPERATING COST ESTIMATE*	TOP COMMUNITY PRIORITY ^W	NEXT STEPS
Shuttle to Durango** Primarily for medical & shopping trips.			Centura Mercy Hospital, Bustang, SoCoCaa	\$175,000	\$65,000		Begin having conversations regionally about the potential of this service with partners. Identify a regional champion that might be able to lead this service with regional support.
West End Volunteer Driver Program Provide community-based vehicle(s) for West End areas with volunteer driver program.			All Points Transit, West End Community Members, Human Service Providers	\$160,000 (2 accessible minivans at \$80,000 each)	\$26,000		Continue to evaluate the feasibility and potential effectiveness of this type of service if resources were to become available.
Senior Lunch Dial-a-ride Identify funding sources to continue to allow community lunch and foodbank rides to be free and add service for Telluride and lunch/foodbank pick-ups.***			All Points Transit, Senior Lunch Organizers, Foodbank Staff	\$0	\$24,000		Establish reliable contacts at the food banks and community lunches to help inform and advertise transportation services to these resources. Likely to be done by a part-time employee but could also be done by All Points Transit.





*Annual cost estimates for new services only include the operation of the service. Each new service would also require additional staff time for administrative support for new services.

**Shuttle to Durango was not included in Community Survey but came from initial community outreach.

***Rides for seniors are currently paid for by the Region 10 Area Agency on Aging in partnership with All Points Transit.

MARKETING, PROMOTION, & RIDER INFORMATION

A lack of information and public awareness of the existing specialized transit services in San Miguel County was one of the top takeaways that came from conversations with community members. Marketing, promotion, and rider information recommendations were developed to approach this issue from several angles to provide this information to different populations who may benefit from different types of resources.

RECOMMENDATION	ESTIMATED TIME FRAME	EASE OF IMPLEMENTATION	PARTNERS	ANNUAL OPERATING COST ESTIMATE*	TOP COMMUNITY PRIORITY	NEXT STEPS
West End Travel Training Collaborate with service providers to connect individuals with APT travel training.			All Points Transit, Human Service Providers	\$11,700		Coordinate with All Points Transit to help shape the future of mobility managers and travel training in the region. Done by a part-time employee.
Marketing Campaign Multi-media campaign educating community members on available services and how to ride.			All Points Transit, Studio 6	\$12w,000		Plan for this campaign in future budget years.
Single Website/Resource for the Region Clearinghouse for transit options/connections via coordinated website, & printed brochure/flyers.			Studio 6, All Points Transit, Bustang	\$6,000		Discuss with Studio 6 and other partners possibilities for this resource and identify what entity is best suited to host it.

*There are no one-time capital costs associated with these recommendations.

PARTNERSHIPS & GOVERNANCE

Transit needs in San Miguel County are currently being met by multiple regional providers and partnerships between SMART, All Points Transit, Tri-County Health, Bustang, Mountain Village and Telluride. Continuing to formalize and grow these partnerships and others around the region can help provide better service resources across providers for the entire region.

RECOMMENDATION	ESTIMATED TIME FRAME	EASE OF IMPLEMENTATION	PARTNERS	ANNUAL OPERATING COST ESTIMATE*	NEXT STEPS
<p>Committee on Accessibility Establish a committee of older adults and people with disabilities for the service area. This committee can meet quarterly to discuss needs and opportunities for improving services to these particular populations (transit providers, social services, medical providers, senior centers, etc.).</p>			Local Community Members, Human Service Providers		Coordinate with All Points Transit and Tri-County Health on improvements to these services that could improve rider experience and ease of use. Discuss what funding or other partnerships are necessary for these changes.
<p>Increased SMART/APT Collaboration Increase SMART/APT partnership on service delivery, establish regular coordination meetings. Invite Montrose County to also participate in these coordination meetings.</p>			All Points Transit, Montrose County	\$21,125 (Estimated cost of a ¼ time employee)	Coordinate with All Points Transit and Tri-County Health on improvements to these services that could improve rider experience and ease of use. Discuss what funding or other partnerships are necessary for these changes.
<p>Regional Transit Providers Working Group Formalize a regional transportation working group to coordinate new and emerging needs across all providers (Bustang, Telluride Express, SMART, APT). This group can meet semi-annually and may be tied into the existing TPR framework.</p>			All Points Transit, Telluride Express, Bustang, SoCoCaa, TPR		Coordinate with All Points Transit and Tri-County Health on improvements to these services that could improve rider experience and ease of use. Discuss what funding or other partnerships are necessary for these changes.

*There are no one-time capital costs associated with these recommendations.

**Partnerships & Governance recommendations were not included in the community survey.

PHASED IMPLEMENTATION

SMART'S ROLE IN IMPLEMENTATION

SMART's role in the implementation of this plan will vary by recommendation and capacity. For some recommendations SMART may contribute funding for additional or improved transit services that another entity operates. For other recommendations SMART's role may be to start conversations around these recommendations with local and regional partners and help identify the best external entity to lead the effort, especially for those services operating outside of SMART's taxation area boundary.

The costs listed in the previous recommendation tables and the following implementation plan tables are total cost estimates of the recommendations and not necessarily SMART's contribution. The costs could be covered through

Near-term Priorities (1-3 years)

RECOMMENDATION	ANNUAL OPERATING COST ESTIMATE*
Increase Medical Shuttle Frequency	\$36,000
West End Travel Training	\$11,700
Single Website/Resource for the Region	\$6,000
Committee on Accessibility, focused on San Miguel County and West End needs	\$21,125
Increased SMART/APT Collaboration	(Estimated cost of a ¼ time employee)
Regional Transit Providers Working Group	
Total Cost	\$74,825 / year

a variety of funding sources like grants, local partnerships, and SMART. The following implantation tables are intended to give a sense of the scale of financial support needed from different entities to achieve the different recommendations in the near-, mid-, and long-term phases.

Mid-term Priorities (3-5 years)

RECOMMENDATION	ANNUAL OPERATING COST ESTIMATE*
Restructure Medical Shuttle and West End Dial-a-ride	\$39,000
Community Lunch Dial-a-ride	\$24,000
Marketing Campaign	\$12,000
Total Cost	\$75,000 / year

Long-term Priorities (5+ years)

RECOMMENDATION	ONE TIME CAPITAL COSTS	ANNUAL OPERATING COST ESTIMATE*
Shuttle to Durango	\$175,000	\$65,000
West End Volunteer Driver Program	\$160,000	\$26,000
Total Cost	\$335,000	\$91,000 / year

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION ADOPTING A SPECIALIZED TRANSIT ROAD MAP FOR BETTER SERVING OLDER
ADULTS AND PEOPLE WITH DISABILITIES**

RESOLUTION 2023-10

RECITALS:

WHEREAS, the “Initial Service Plan” in the San Miguel Authority for Regional Transportations governing IGA stipulates that SMART should consider enhancing specialized services such as paratransit, transit to medical appointments and senior transit in its service area; and

WHEREAS, in September of 2020, SMART applied for, and subsequently received, a Federal Transit Administration Planning grant through the Colorado Department of Transportation to undertake a process to assess current specialized transit services and develop recommendations to enhance such services; and

WHEREAS, in January of 2022, SMART retained Fehr and Peers, a transportation consulting firm, to work with SMART to prepare a Specialized Transit Road Map for Better Serving Older Adults and People with Disabilities (“Specialized Transit Road Map”); and

WHEREAS, stakeholder agencies, members of the public, SMART Staff, and the Board of Directors worked with Fehr and Peers through a process that included extensive community outreach to inform the development the Specialized Transit Road Map; and

WHEREAS, the SMART Board of Directors has determined that the proposed Specialized Transit Road Map respects and advances the stated goals and mission of SMART, in accordance with its governing IGA; and

WHEREAS, the SMART Board of Directors has determined that the proposed Specialized Transit Road Map recommends potential improvements to specialized transportation that are in the best interest of the citizens of the region.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Authority for Regional Transportation as follows:

1. **THAT**, the Board approves and adopts the direction set forth in the Specialized Transit Road Map.

ADOPTED AND APPROVED by the Board of Directors at a regular public meeting held on the 9th day of March 2023.

**SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION**

By: _____
Joe Dillsworth, Chair

Attest:

By: _____
David Averill, Executive Director

AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
March 9 th , 2023	6	D.Averill
Objective/Requested Action		
This is a discussion regarding the concept of SMART potentially making investments as part of its long-term financial planning and fiscal sustainability goals.		Report Work Session X Discussion Action
Key Points		
<p>SMART began a conversation about developing an investment strategy in March of 2020, in the very early stages of the Coronavirus pandemic. Once the scope of the pandemic became apparent and since it introduced an unprecedented amount of economic uncertainty and risk in the financial markets, this discussion was paused. As economic conditions improve in the post-pandemic context it behooves SMART to consider its investment options moving forward.</p> <p>Based on the initial conversation, staff began a conversation with COLOTRUST. As background, COLOTRUST is a statutory trust organized and existing under the laws of the State of Colorado and is intended solely for the use of Colorado local governments as investors. The Trust was created in 1985 and serves over 1,500 local governments and has current combined assets of over \$9 billion. Currently, the Town of Mountain Village, San Miguel County, and the Town of Telluride are all members of COLOTRUST. COLOTRUST is designed to provide local governments with a convenient method for investing in investments that are chosen to provide maximum safety and liquidity while still maximizing interest earnings.</p> <p>COLOTRUSTs current returns can be found on their website: https://www.colotrust.com/rate-submission/rates/?fund=plus. In looking at this information, we see that returns are fair (about 4.8% YTD) but are not overly impressive over the long term. For instance, for the COLOTRUST PLUS+ Fund, returns were: 1 year = 1.76%, 3 years = .845%, 5 years = 1.4%, 10 years = .922%.</p> <p>SMARTs current Financial Management Policy is silent on outside investments, so if the Board choses to enter into the Trust or some other investment vehicle, that document will need to be amended.</p> <p>SMART currently has its cash reserves (operating and capital) in a money market account that, until recently, had a very limited return based on a low interest rate. That money market account is with Alpine Bank. However, Alpine recently raised interest rates for accounts holding public funds such as SMARTs. That new interest rate is 4.75%.</p>		
Committee Discussion		
NA		
Supporting Information		
More can be learned about COLOTRUST on their website: https://www.colotrust.com/		
Fiscal Impact		
The exact fiscal impact of beginning an investment program for SMART is impossible to estimate at this time.		
Advantages		
Earned investment income could be a sound method to help bolster SMARTS finances and financial position for the future.		
Disadvantages		

Investments are inherently risky, so there is always a chance that SMART either doesn't reap the anticipated gains or potentially even loses money.

Analysis/Recommendation(s)

In light of the new interest rate for our current Money Market account (4.75%) and comparing that to COLOTRUSTs latest returns as noted above indicates that it probably makes the most sense, both in terms of a higher return and risk management, to simply keep our cash reserves in the Alpine money market at this time. In fact, it may make sense to more actively manage the funds we have in hand to maximize the amount in the money market account and keep the operating account "lean" and more in-line with month to month expenses.

Attachments

None.

• **Update on Swiftly Real-Time Passenger Information App**

We have begun to test the real-time bus app. It is live on a free app called “Transit” For board members that are interested in testing the app, instructions for downloading and use of the app are included in this report following the ridership graphs. There is also a link to a short survey. Instructions and the survey are available in both English and Spanish.

Transit is the public facing part of the program. I have access to backend functions that include live GPS playbacks and performance reports. So far the program looks very good from the back end. It was integrated into the Transit app last week so I am still familiarizing myself with the public facing app. It has some trip planning capabilities that I hope will be helpful to our riders, especially those that are not familiar with SMART transportation system.

Please try it if you have an opportunity.

• **Upcoming Spring Offseason**

We are preparing for the Spring Offseason, which begins on April 3rd this year. We are making some minor changes to route timing of the loop that serves the Meadows and Lawson areas. The Express route that serves the Mountain Village will remain the same.

Based on feedback from both drivers and customers about the difficulty negotiating the Meadows area within the designated times, we are allowing more time from the Lawson Hill Subdivision to and through the Meadows area. These revisions will not impact the time of the entire loop and they will not impact the departure times from the Upper Lawson Hill stop to the Town of Telluride. They will impact the times from Telluride back to Upper Lawson Hill, but we believe the impact to Lawson Hill Riders will be minimal.

As much as we would like to develop and maintain schedules, increases in traffic and activity in certain areas have an impact on route timing. We feel that it is a better experience for the users to ensure that the buses can get to the stops in a timely manner than to attempt to maintain a tight schedule, especially in the Spring when the roads are still often icy and snow packed.

The following is the Express schedule. Like the 2022 Fall Offseason, it will operate on week days only. There will be no changes to this schedule.

Unfortunately, due to a dearth of vehicles, we will be unable to continue the direct route from the Lawson Hill subdivision to the Mountain Village Center.

Offseason Express Route Schedule

Town Park Courthouse		Blue Mesa	Market Plaza	Courthouse
6:15 AM	6:20 AM	6:40 AM	6:45 AM	7:05 AM
7:10 AM	7:15 AM	7:35 AM	7:40 AM	8:00 AM
8:05 AM	8:10 AM	8:30 AM	8:35 AM	8:55 AM
9:00 AM	9:05 AM	9:25 AM	9:30 AM	9:50 AM
9:55 AM	10:00 AM	10:20 AM	10:25 AM	10:45 AM
10:50 AM	10:55 AM	11:15 AM	11:20 AM	11:40 AM
11:50 AM	11:55 AM	12:15 PM	12:20 PM	12:40 PM
12:45 PM	12:50 PM	1:10 PM	1:15 PM	1:35 PM
1:40 PM	1:45 PM	2:05 PM	2:10 PM	2:30 PM
2:35 PM	2:40 PM	3:00 PM	3:05 PM	3:25 PM
3:30 PM	3:35 PM	3:55 PM	4:00 PM	4:20 PM
4:25 PM	4:30 PM	4:50 PM	4:55 PM	5:15 PM
5:20 PM	5:25 PM	5:45 PM	5:50 PM	6:10 PM
6:25 PM	6:30 PM	6:50 PM	6:55 PM	7:15 PM

The schedule for the Offseason Loop that includes the Meadows and Upper Lawson Hill is available on the following page with differences between the upcoming Spring Offseason and last Fall Offseason highlighted.

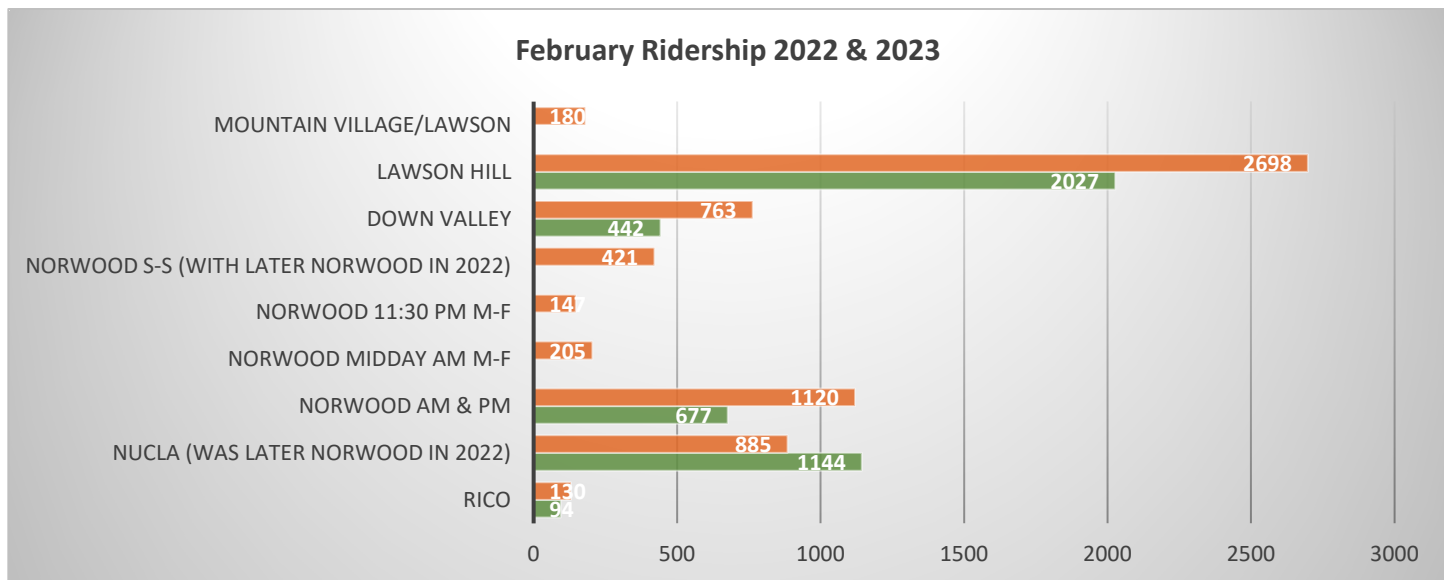
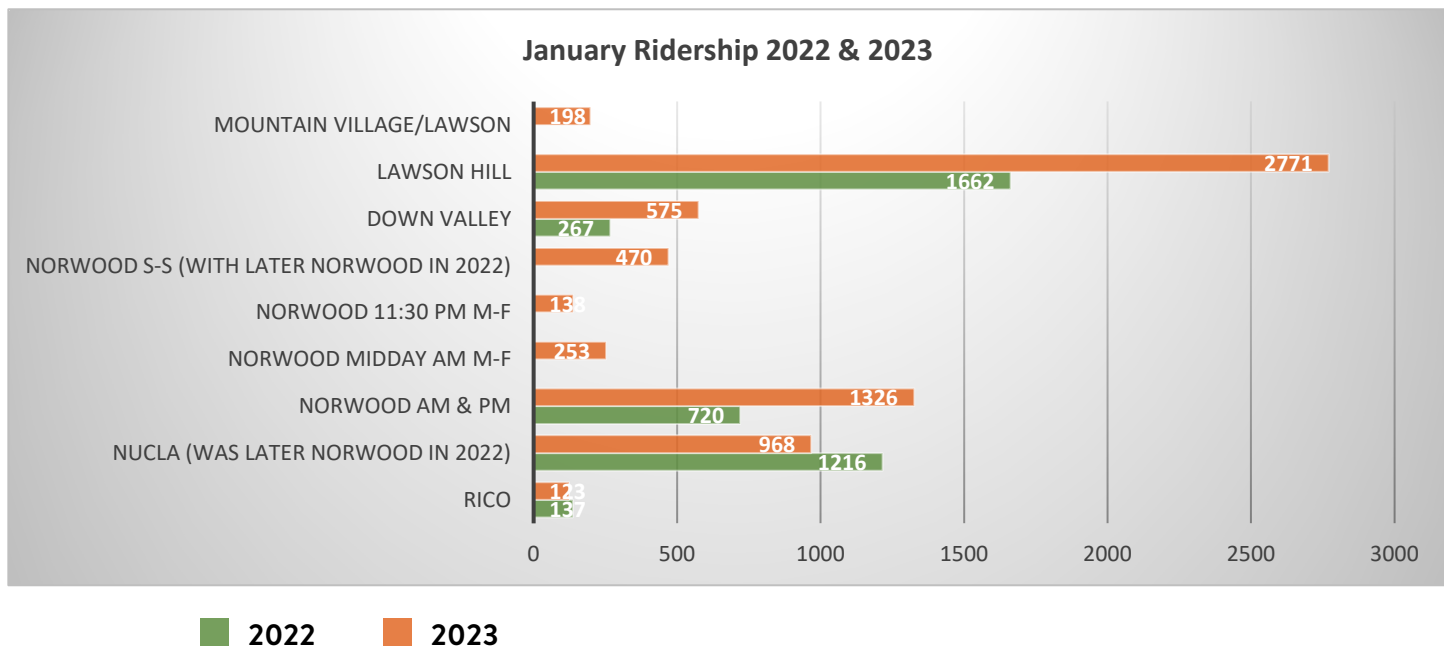


Spring Offseason Schedule – Includes Lawson and Meadows

Upper Lawson Hill	Town Park	Courthouse	Fall Times	Upper Lawson Hill	Comments	Meadows P.O.	Market Plaza	Centrum Building	Market Plaza	Meadows P.O.	Upper Lawson Hill
						6:10 AM	6:19 AM	6:22 AM	6:25 AM	6:35 AM	6:50 AM
6:05 AM	6:25 AM	6:27 AM	was 6:30 AM	6:45 AM	was 6:50 but the next bus leaves Lawson at the same time	6:58 AM	7:07 AM	7:10 AM	7:13 AM	7:22 AM	7:35 AM
6:50 AM	7:10 AM	7:12 AM	was 7:15 AM	7:30 AM	was 7:35 but the next bus leaves Lawson at the same time	7:45 AM	7:53 AM	7:55 AM	7:58 AM	8:06 AM	8:20 AM
7:35 AM	7:55 AM	7:57 AM	was 7:55 AM	8:15 AM	was 8:20 but the next bus leaves Lawson at the same time	8:28 AM	8:37 AM	8:40 AM	8:43 AM	8:52 AM	9:05 AM
8:20 AM	8:40 AM	8:42 AM	was 7:55 AM	9:00 AM	was 9:05 but the next bus leaves Lawson at the same time	9:15 AM	9:23 AM	9:25 AM	9:28 AM	9:36 AM	9:50 AM
9:05 AM	9:25 AM	9:27 AM	was 9:30 AM	9:45 AM	was 9:50 but the next bus leaves Lawson at the same time	9:58 AM	10:07 AM	10:10 AM	10:13 AM	10:22 AM	10:35 AM
9:50 AM	10:10 AM	10:12 AM	was 10:15 AM	10:30 AM	was 10:35 but the next bus leaves Lawson at the same time	10:45 AM	10:53 AM	10:55 AM	10:58 AM	11:06 AM	11:20 AM
10:35 AM	10:55 AM	10:57 AM	was 11:00 AM	11:15 AM	was 11:20 but the next bus leaves Lawson at the same time	11:28 AM	11:37 AM	11:40 AM	11:43 AM	11:52 AM	12:05 PM
11:25 AM	11:45 AM	11:47 AM	same difference as above	12:05 PM	same 5 min difference as above	12:20 PM	12:28 PM	12:30 PM	12:33 PM	12:41 PM	12:55 PM
12:10 PM	12:30 PM	12:32 PM	same difference as above	12:50 PM	same 5 min difference as above	1:03 PM	1:12 PM	1:15 PM	1:18 PM	1:27 PM	1:40 PM
12:55 PM	1:15 PM	1:17 PM	same difference as above	1:35 PM	same 5 min difference as above	1:50 PM	1:58 PM	2:00 PM	2:03 PM	2:11 PM	2:25 PM
1:40 PM	2:00 PM	2:02 PM	same difference as above	2:20 PM	same 5 min difference as above	2:33 PM	2:42 PM	2:45 PM	2:48 PM	2:57 PM	3:10 PM
2:25 PM	2:45 PM	2:47 PM	same difference as above	3:05 PM	same 5 min difference as above	3:20 PM	3:28 PM	3:30 PM	3:33 PM	3:41 PM	3:55 PM
3:10 PM	3:30 PM	3:32 PM	same difference as above	3:50 PM	same 5 min difference as above	4:03 PM	4:12 PM	4:15 PM	4:18 PM	4:27 PM	4:40 PM
3:55 PM	4:15 PM	4:17 PM	same difference as above	4:35 PM	same 5 min difference as above	4:50 PM	4:58 PM	5:00 PM	5:03 PM	5:11 PM	5:25 PM
4:40 PM	5:00 PM	5:02 PM	same difference as above	5:20 PM	same 5 min difference as above	5:33 PM	5:42 PM	5:45 PM	5:48 PM	5:57 PM	6:10 PM
5:25 PM	5:45 PM	5:47 PM	same difference as above	6:05 PM	same 5 min difference as above	6:20 PM	6:28 PM	6:30 PM	6:33 PM	6:41 PM	6:55 PM
6:10 PM	6:30 PM	6:32 PM	same difference as above	6:50 PM	same 5 min difference as above	7:03 PM	7:12 PM	7:15 PM	7:18 PM	7:27 PM	7:40 PM
6:55 PM	7:15 PM	7:17 PM	same difference as above	7:35 PM	same 5 min difference as above	7:50 PM	7:58 PM	8:00 PM	8:03 PM	8:11 PM	8:25 PM
7:40 PM	8:00 PM	8:02 PM	same difference as above	8:20 PM	same 5 min difference as above	8:33 PM	8:42 PM	8:45 PM	8:48 PM	8:57 PM	9:10 PM
8:25 PM	8:45 PM	8:47 PM	same difference as above	9:05 PM	same 5 min difference as above	9:20 PM	9:28 PM	9:30 PM	9:33 PM	9:41 PM	9:55 PM
9:10 PM	9:30 PM	9:32 PM	same difference as above	9:50 PM	same 5 min difference as above	10:03 PM	10:12 PM	10:15 PM	10:18 PM	10:27 PM	10:40 PM
9:55 PM	10:15 PM	10:17 PM	same difference as above	10:35 PM	same 5 min difference as above	10:50 PM	10:58 PM	11:00 PM	11:03 PM	11:11 PM	11:25 PM
10:40 PM	11:00 PM	11:02 PM	same difference as above	11:20 PM	same 5 min difference as above	11:33 PM	11:42 PM	11:45 PM	11:48 PM	11:57 PM	12:10 AM

Notes about graphs:

1. In 2022, the Norwood 7:25 AM & 5:00 PM ridership numbers were combined with the S-S route. In 2023, those routes are shown separately.
2. Nucla/Naturita service did not start until June in 2021.
3. Norwood Midday and Late (11:30) service did not start until June 2022.
4. Service was added to the Lawson Hill Route in June 2022.
5. The Lawson Hill Mountain Village Route did not start until November of 2022.
6. Numbers combined for all routes show an increase in ridership of 70.46% in January of this year versus last year and a 49.38% increase in ridership in February 2023 over February 2022.



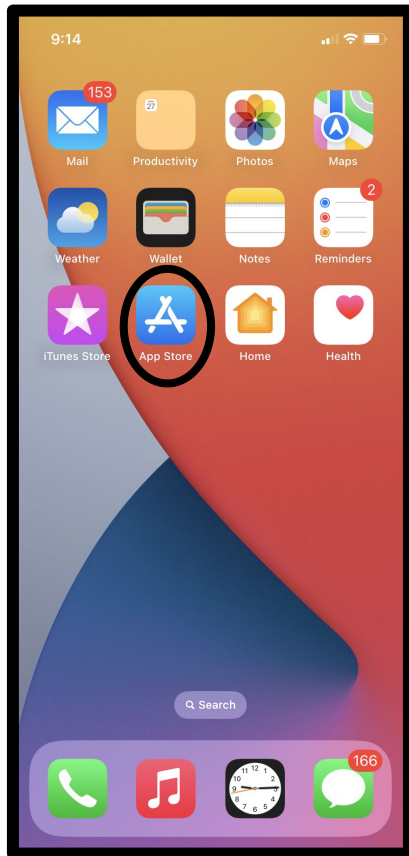


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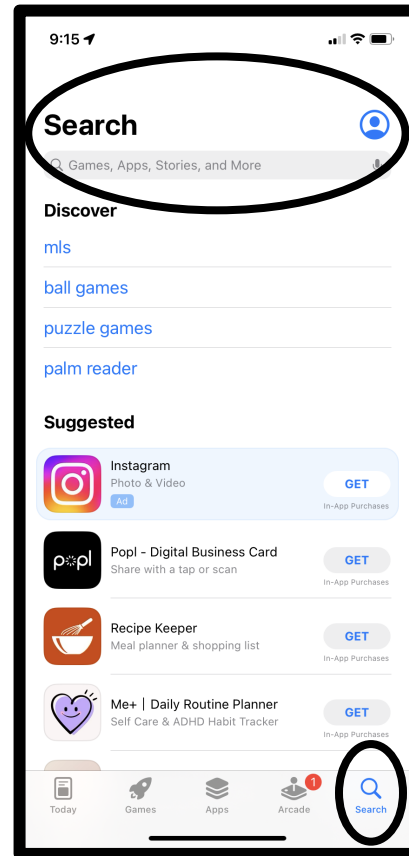
Part 1 - Instructions for downloading the free Transit App

Please help us evaluate this app by taking a short survey at:

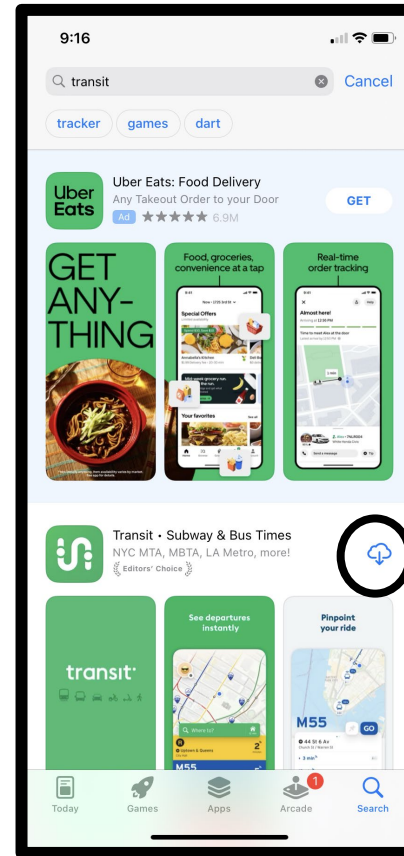
<https://forms.gle/rrSzhLZEsQhAffhM8>



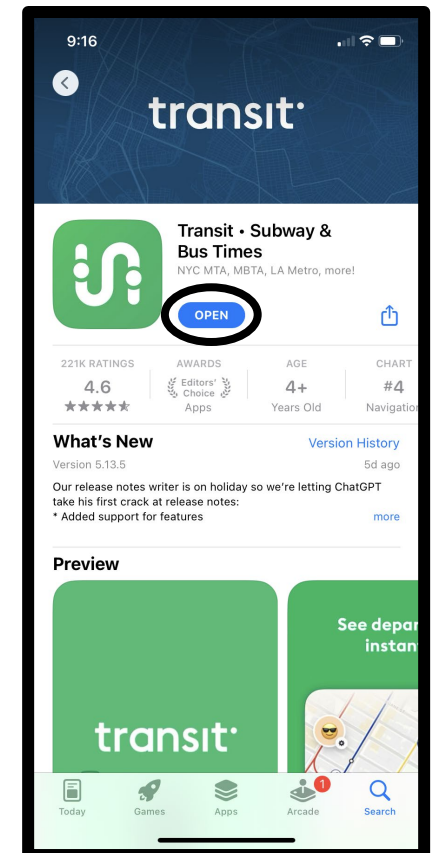
1. Find the app store on your iPhone



2. Select the "Search" icon on the lower right side of your screen and type "transit" into the search bar at the top of the screen



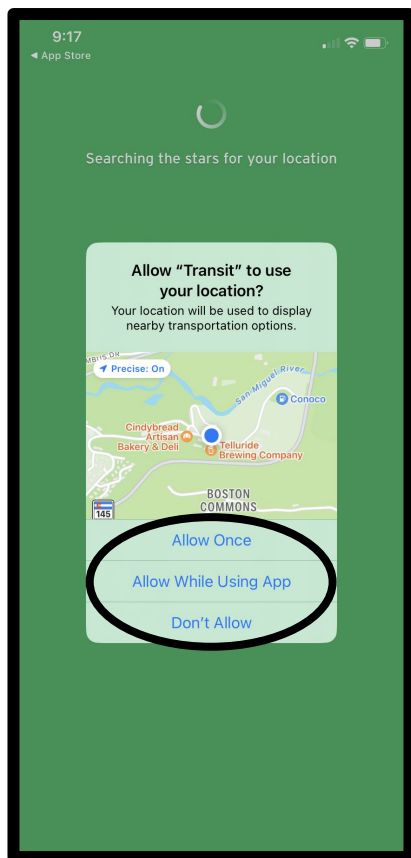
3. At the Transit – Subway & Bus Times screen, select the download icon.



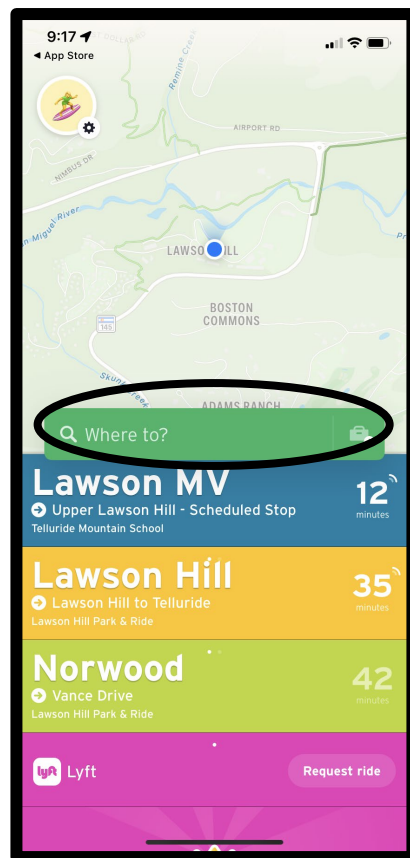
4. When the download is complete, select "Open". You have successfully downloaded the app.



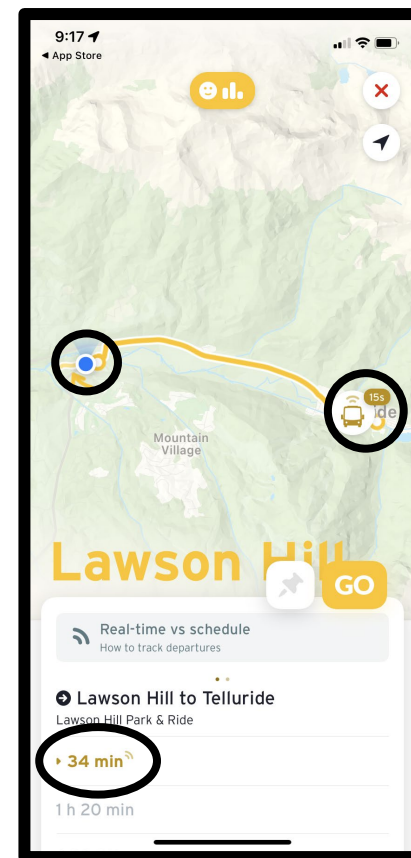
Part 2 - Instructions for using the Transit App to track your bus



1. Allow the Transit app to use your location.



2. Type your destination into the "Where to?" bar or select the route that you wish to use.

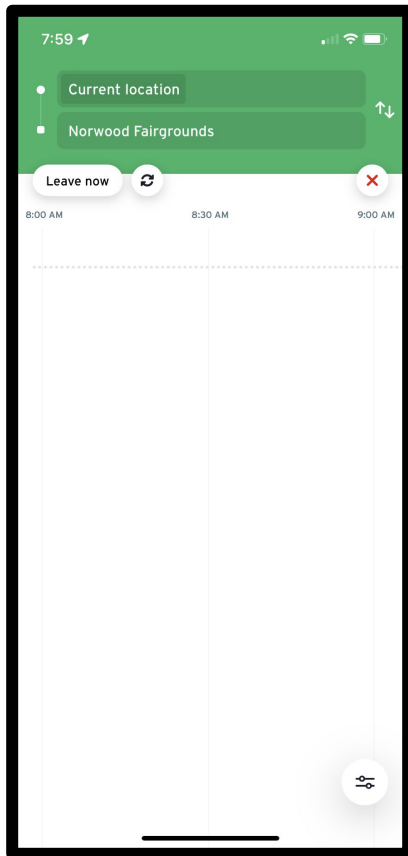


3. You will see a screen with a map that shows your location (blue dot), the location of the bus (bus icon) and the number of minutes expected for bus arrival at the stop nearest your location.

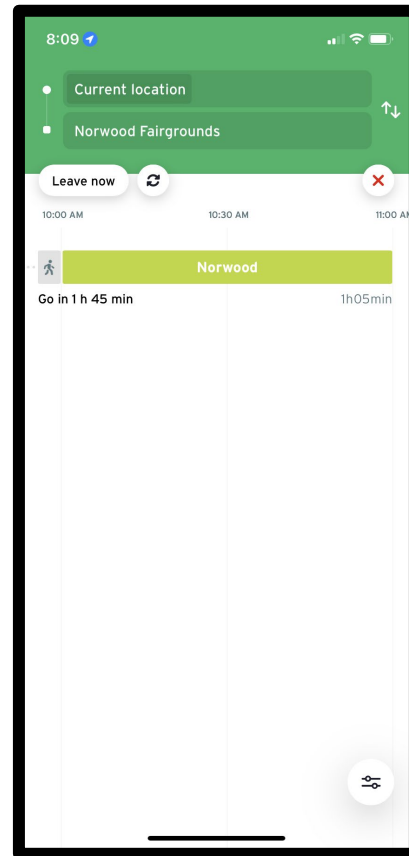


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TRANSPORTATION

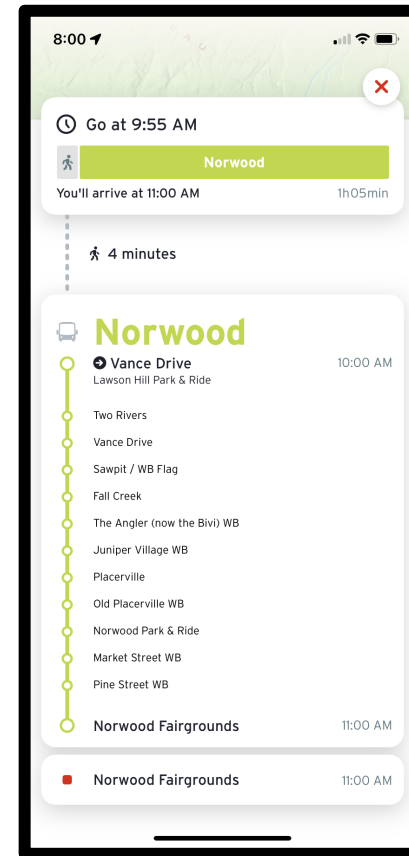
Part 3 - Instructions for using the Transit App to plan your trip



1. **Type your destination into the search bar.**



2. **Swipe to the right and a bar will appear telling you when you need to leave.**



3. **Tap your screen and details will appear including a list of stops along the route and the scheduled arrival time. You can check this in real time when your bus leaves its origin for the trip.**

Notes:

1. This flyer is an explanation of the most basic use of the Transit app. The app has many additional trip planning features. Information about extended features is available at: Help.transit.com
2. The performance of this app is based on satellite coverage. Coverage in this area is generally good, however there are areas that are occasionally inconsistent. If the bus you are watching disappears, please be patient. It will come back.
3. SMART occasionally finds it necessary to use Telluride Express vehicles. When a SMART vehicle is not being used, "real-time" information will not be available. We apologize for this inconvenience.
4. Please take a minute to complete this survey: <https://forms.gle/rrSzhLZEsQhAFfhM8> Completing this survey will help SMART evaluate the functionality of this app.
5. For additional help with this app, please call (970) 239-6034

[Click here to return to Agenda](#)

SMART Executive Director report – March 9th, 2023

Property tax/RTA statute: I testified at a Senate Transportation and Energy committee hearing on February 27th regarding the legislative amendment to HB1101 that fixes potentially problematic statutory language related to the ability of Colorado RTA's to collect property tax after 2029. The bill also raises the statutory cap potential sales and use tax collections by RTAs from 1% to 2%. As a reminder, these taxes can only be raised with the approval of the voters. The bill passed out of that committee 6-0. As of writing, the bill has passed the Senate on third reading (March 3rd) and is back at the House to consider Senate Amendments.

SWTA Annual Conference (Aurora, CO) report out: I attended the Southwest Transit Association Annual Conference in Aurora Colorado February 22nd-25th. Highlights included:

- Participating in the Executive forum where I learned about how other agencies are addressing the labor shortage, supply chain shortages, lagging ridership, and other challenges facing the industry.
- Attending a session on how to try and navigate the small bus shortage. This wasn't particularly encouraging as I learned that there is a backlog of 20,000 small bus orders across the country currently. Small buses (cutaways) make up a substantial portion of our fleet.
- Attending a session on facilities planning and a review of the relevant Federal Transit Administration rules and regulations.
- A brief one on one conversation with FTA's Chief Administrator Nuria Fernandez, who was in attendance to give the keynote address. I took the opportunity to speak with her about the gondola rebuild project, and it became immediately clear that she had already been briefed by FTA Region 8 staff on the importance of the project to our Region. The exchange was positive and she offered encouragement to us as we move forward on the project.