



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

**This meeting will be held virtually:  
 Please join the meeting from your computer, tablet or smartphone.**

<https://us02web.zoom.us/j/82531002429?pwd=d1ISVVN5QTBzV1U0bWlQMUhxM090Zz09>

Meeting ID: 825 3100 2429

Passcode: 364896

One tap mobile

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+12532158782,,82531002429#,,,,\*364896# US (Tacoma)

Item No.	Presenter	Item Type	Topic	Packet Page	Time (minutes)
1.	-	-	Public Comment	-	5
2.	Board	Meeting Resolution	Resolution 2023-23, Part 1a, regarding the Review and Approval of the November 9th, 2023, Agenda and Consent Items and Part 1b, regarding the Review and Approval of the October 12th, 2023 Meeting Minutes	6	5
3	Averill/Kyle-Blake	Action	Resolution 2023-24, regarding the Review and Approval of an Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase for the Gondola Project	7	20
4.	Averill/Kyle-Blake	Action	Resolution 2023-25, Establishing the Gondola Advisory Committee	34	10
5.	Averill	Report	3 <sup>rd</sup> Quarter 2023 Financials Report	38	10
6.	Distefano	Report	November Operations Update	41	10
7.	-	Executive Session	Executive Session pursuant to C.R.S. 24-6-402 4(a) and 4(e) (I),(Open		30

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

## GLOSSARY

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



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			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.
8.	All	Report	Round Table Updates and Reports

**San Miguel Authority for Regional Transportation  
Board of Directors Meeting October 12<sup>th</sup>, 2023 Regular Meeting  
Virtual meeting minutes**

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

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

The meeting was called to order at 3:02 p.m.

**Item 1: Public Comment**

No public comment was offered.

**Item 2: Resolution 2023-21, Part 1a, regarding the Review and Approval of the October 12th, 2023 Agenda and Consent Items and Part 1b, regarding the Review and Approval of September 14th, 2023 Meeting Minutes.**

Adrienne Christy moved to adopt Resolution 2023-21, parts 1a and 1b.  
Joe Dillsworth seconded the motion.

A unanimous vote approved the motion.

**Item 3: Resolution 2023-22 Approving the Selection of San Juan Mountain Ventures, DBA Telluride Express, for the Purpose of Providing Contracted Transit Operations**

Averill gave background on RFP 2023-2 which sought proposal from qualified vendors for contracted service operations and maintenance functions. The proposal from San Juan Mountain Ventures, DBA Telluride Express, was deemed responsive to the requirements of the RFP and proposed pricing was in-line with costs at our peer agencies across the State. Staff recommended that the Board award the contract to San Juan Mountain Ventures for the provision of contracted service operations and maintenance in support of SMART bus services.

Meehan Fee moved to adopt Resolution 2023-22  
Harvey Mogenson seconded the motion.

A unanimous vote approved the motion.

**Item 4: FY24 DRAFT Budget Discussion**

Averill presented a DRAFT FY24 budget incorporating the revenue assumptions and other items discussed at the September meeting. The DRAFT FY24 also reflected new contract rates, the potential for a .5 FTE additional staff member, and special projects. Very little discussion took place with no significant questions.

**Item 5: October Operations Report**

Distefano presented the October '23 Operations Report. Updates included an update on the Meadows Trail underpass design project, the Strategic Operating Plan project, the Fall '24 Off-Season schedule, and monthly ridership.

**Item 7: Round Table Updates and Reports**

The meeting was adjourned at 3:47 p.m.

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

**RESOLUTION NO. 2023-23**

**RECITALS:**

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

**WHEREAS**, SMART is governed by the Colorado Regional Transportation Authority Law and SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village, San Miguel County and the Town of Rico, and with the approval of the registered electors of those jurisdictions; and

**WHEREAS**, the Board held a regular meeting on November 9th, 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 November 9th, 2023 regular meeting the Board took action on the following:
  - a. Approval of the November 9th, 2023 meeting agenda (Exhibit A)
  - b. Approval of the Board meeting minutes for the October 12th, 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 NOVEMBER 9TH, 2023.**

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Joe Dillsworth, Board Chair

ATTEST:

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David Averill, Executive Director



# AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
November 9, 2023	3	D. Averill/A.Kyle-Blake
<p>This is an action item for the Board to consider and adopt an Intergovernmental Agreement with the Town of Telluride, Town of Mountain Village, San Miguel County, Telski, and the Telluride Mountain Village Owners Association (TMVOA) for cost sharing of activities related to long range gondola planning, financing, and project development.</p>		<p>Report Work Session Discussion <b>X Action</b></p>
<b>Key Points</b>		
<p>Over the past 25 years, the existing gondola has proven to be a community asset and critical asset in the regional transportation system and in support of the regional economy. The entities involved in the long-range planning process – Telluride, Mountain Village/TMVOA, San Miguel County, SMART and Telski – have unanimously agreed that the system should continue to operate in the future and that a new gondola should be pursued as the existing machine nears the end of its useful-life cycle. The entities have also agreed that SMART should take the lead in the administration and management of the Gondola Project.</p> <p>The long-range gondola planning process is at an inflection point. The collective partner entities have each expressed shared a commitment to working collaboratively to develop a new source of ongoing funding for gondola operations as well as a new gondola through a regional funding mechanism. In February 2023, the SMART Board of Directors adopted a resolution of intent to that end. The Resolution of Intent also directed Staff to engage formally with local partners to identify specific actions, specific roles and responsibilities, potential cost sharing arrangements for staffing needs and outside consultants, and matching funds for grant applications, etc. related to the current effort to identify long term operations and capital funding for the Gondola system.</p> <p>As a result of that direction, an Inter-Governmental Agreement (IGA) for project development has been developed in order to retain the subject matter expertise that is necessary to move the project forward and effectively seek grant funding. The project development IGA serves as a cost-sharing agreement for critical planning functions, including:</p> <ul style="list-style-type: none"> <li>● Gondola project manager position (initially part-time)</li> <li>● Municipal financial advising and election services</li> <li>● Community engagement and intergovernmental coordination</li> <li>● Project development subject matter expertise, including: <ul style="list-style-type: none"> <li>○ Design/engineering/architecture</li> <li>○ Grant writing/application development</li> <li>○ Cost/benefit/risk analysis</li> <li>○ Environmental assessment</li> <li>○ Contingency (10%)</li> </ul> </li> </ul> <p>In addition to cost-sharing for the project development phase, this IGA also formally transfers the Gondola Subcommittee (previously “housed” within TMVOA) to SMART by establishing a Gondola Advisory Committee (GAC).</p>		

As of November 9<sup>th</sup>, the IGA has been approved by the following entities:

- The Town of Mountain Village
- San Miguel County
- The Town of Telluride
- Telluride Ski and Golf (Telski)

The Board of TMVOA is expected to approve the IGA at their November 13<sup>th</sup> meeting.

#### Committee Discussion

Prior to consideration by the Leadership Committee, the IGA was collaboratively developed and vetted by the Gondola Planning Subcommittee, which is composed of appointed representatives from each planning entity. An overview of the Project Development IGA was presented and discussed at the July 24, 2023, Gondola Leadership Committee. At that meeting, it was determined that the next step was for the IGA to go to the governing body of each planning entity for final approval.

#### Supporting Information

N/A

#### Fiscal Impact

As the long-range gondola planning process enters the project development phase, the governance and cost-sharing structure will be split equally across four participating entities (Participants):

- The Town of Telluride
- The Town of Mountain Village/TMVOA,
- San Miguel County
- Telski

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

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

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

The cost-sharing responsibilities for each of the four (4) Participants is as follows:

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

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

### Advantages

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

- Development of a new regional funding mechanism for ongoing gondola operations and maintenance
- Effective pursuit of grant funding (and the local match cost-sharing it requires) for a gondola rebuild project

### Disadvantages

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

- Collective acknowledgement that significant local match cost-sharing is required for effective grant pursuits
- The potential for increased annual financial contribution from each planning entity
- Uncertainty subject to entity priorities, number of funding partners, relative success with grants, etc.

**Analysis/Recommendation(s)**

Staff recommends that the SMART Board execute the proposed IGA for Gondola Project development.

**Attachments**

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

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

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

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

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

**RECITALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 2. Commencement; Approval and Term of Agreement.**

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

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

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

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

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

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

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

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

**A. Scope of Gondola Project.**

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

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

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

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



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

**B. Responsibilities of the Participants.**

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

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

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

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

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

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

## **Section 7. General Provisions.**

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

### **B. Termination**

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

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

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

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

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

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

**San Miguel County**

Lance Waring, Chair, Board of County Commissioners

Email:

[lancew@sanmiguelcountyco.gov](mailto:lancew@sanmiguelcountyco.gov)

Staff: Mike Bordogna, San Miguel County Manager

Phone: (970) 728-3844

Email:

[mikeb@sanmiguelcountyco.gov](mailto:mikeb@sanmiguelcountyco.gov)

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

**Town of Mountain Village**

Marti Prohaska, Mayor

Email: [mprohaska@mtnvillage.org](mailto:mprohaska@mtnvillage.org)

Staff: Paul Wisor, Town Manager

Phone: (970) 369-8300

Email:

[pwisor@mtnvillage.org](mailto:pwisor@mtnvillage.org)

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

**Town of Telluride**

Meehan Fee, Mayor Pro-Tem

Email: [mfee@telluride-co.gov](mailto:mfee@telluride-co.gov)

Staff: Scott Robson, Town Manager

Phone: (970) 728-2155

Email: [srobson@telluride-co.gov](mailto:srobson@telluride-co.gov)

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

**TSG Ski & Golf, LLC.**

Jeff Proteau, Director of Special Projects

Phone: (970)728-7386

Email: [JProteau@tellurideskiresort.com](mailto:JProteau@tellurideskiresort.com)

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

**Telluride Mountain Village Owner's Association**

Jim Royer, Vice Chairman

Email: [jamesrroyer@gmail.com](mailto:jamesrroyer@gmail.com)

Staff: Anton Benitez, CEO

Phone: (970) 728-1904

Email: [anton@tmvoa.org](mailto:anton@tmvoa.org)

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

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

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

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

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

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

**Approved as to Form by:**

**San Miguel Authority for Regional Transportation**

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

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

**Approved as to Form by:**

**Mountain Village Entity**

Town of Mountain Village:

By: \_\_\_\_\_  
Name: Marti Prohaska  
Title: Mayor  
Date: \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Name: Susan Johnston  
Title: Clerk  
Date: \_\_\_\_\_, 2023.

Town of Mountain Village Owners Association:

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



**Approved as to Form by:**

**Town of Telluride**

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

By: \_\_\_\_\_  
Name: Tiffany Kavanaugh  
Title: Clerk  
Date: \_\_\_\_\_, 2023.

**Approved as to Form by:**

**San Miguel County**

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

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

**Approved as to Form by:**

**TSG Ski & Golf, LLC**

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

By: \_\_\_\_\_  
  
Name:  
  
Title:  
Date: \_\_\_\_\_, 2023.

## **EXHIBIT A. CONSULTANT SERVICES**

Intent of Consultant Services:

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

Communications and facilitation services.

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

The Consultant services to be funded through this IGA include:

### **Election Consultant Services**

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

### **Financial Advisor, and Special Counsel Services:**

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

### **Community/Government Affairs Consultant Services**

Services under this may include:

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

### **Gondola Project Development Consultant Services**

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

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

#### **a. Architecture and Engineering (A&E)**

Scope of work for A & E services may include:

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

#### **b. Civil/Structural/Mechanical Engineering**

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

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

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

### c. Transit/Multimodal Planning

Scope of work for environmental services may include:

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

### d. Environmental (NEPA)

Scope of work for environmental services may include:

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

### e. Supplemental Services

Scope of work for these services may include:

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

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

## **EXHIBIT B. PLANNING AND DEVELOPMENT PHASE I GONDOLA PROJECT MILESTONES**

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

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

**EXHIBIT C. RFQ EVALUATION WORKING GROUP**

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

**Exhibit D**

Gondola Advisory Committee Resolution

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY  
FOR REGIONAL TRANSPORTATION  
ESTABLISHING THE GONDOLA ADVISORY COMMITTEE**

**RESOLUTION 2023 - \_\_\_\_**

**RECITALS:**

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

**WHEREAS**, SMART is governed by the Colorado Regional Transportation Authority Law and the SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village, Town of Rico, and San Miguel County; and

**WHEREAS**, Section 4.03 of the SMART IGA states that the Board of Directors of SMART (the “Board”) may appoint and maintain Advisory Committees to develop recommendations with respect to policy, planning, and service matters; and

**WHEREAS**, Section 4.03 of the SMART IGA states that members of Advisory Committees may be citizens, business and resort representatives, other regional government or public agencies that represent service area outside the boundaries of the Authority; and

**WHEREAS**, Section 4.03 of the SMART IGA specifies that Board Directors or Alternate Directors may be members of a SMART Advisory Committee, and that the Advisory Committees may not exercise any power of the Board; and

**WHEREAS**, the Board desires to appoint a Gondola Advisory Committee, and establish the purpose and duties of the Gondola Advisory Committee and the term durations, number of members and makeup of such committee as directed by the Board.

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

1. **PURPOSE.** The Board hereby establishes a Gondola Advisory Committee for the purpose



of advising the Board on items related to transfer of the operation, maintenance and funding of the existing Telluride Mountain Village Gondola from the Town of Mountain Village after the expiration of various operating agreements that expire on December 31, 2027 planning for the design and construction of a new gondola system to replace the existing Telluride-Mountain Village Gondola, planning for capital funding for the replacement gondola system, and ongoing Gondola services provisions.

2. MEMBER. The members of the Gondola Advisory Committee shall include persons representing the entities listed below as shall be appointed by each of the respective entities. SMART Directors and Alternate Directors shall be permitted to be members of the committee.
  - a. Town Mountain Village (2 members)
  - b. Telluride Mountain Village Owners Association (2 members)
  - c. Town of Telluride (2 members)
  - d. San Miguel County (2 members)
  - e. TSG Ski & Golf, LLC (2 members)
  - f. SMART Board (1 member)
3. TERM. Each member of the Gondola Advisory Committee shall serve until such time as their replacement may be appointed by the respective entities.
4. The Gondola Advisory Committee shall not be authorized to exercise any power of the Board.
5. The Board may make subsequent amendments or changes to the Gondola Advisory Committee via resolution.

**ADOPTED AND APPROVED** by the SMART Board of Directors at a regular public meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION**

By: \_\_\_\_\_  
Joe Dillsworth, Chair

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF  
TELLURIDE, TOWN OF MOUNTAIN VILLAGE, SAN MIGUEL COUNTY, TSG SKI & GOLF, LLC, AND THE  
TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION FOR PURPOSES OF  
COST-SHARING OF THE PLANNING AND GONDOLA PROJECT DEVELOPMENT PHASE OF THE GONDOLA  
PROJECT**

**RESOLUTION 2023-24**

**RECITALS:**

**WHEREAS**, the San Miguel Authority for Regional Transportation (SMART) was created to help local governments achieve their goals of improving regional mobility, improving air quality, reducing greenhouse gas emissions, reducing traffic and congestion, and enhancing safety on area highways; and

**WHEREAS**, SMART was also created for the purpose of coordinating, planning, financing, constructing, operating and maintaining a regional multi-modal transportation system; and

**WHEREAS**, the SMART Board of Directors recognizes that the Mountain Village Gondola (“the Gondola”) is a key regional transportation asset and that its ongoing operations and maintenance are critical to the regional transportation system; and

**WHEREAS**, the current funding agreement for operations and maintenance of the Gondola sunsets on December 31<sup>st</sup>, 2027; and

**WHEREAS**, the Gondola is nearing the end of its service life and will require significant capital upgrades in the coming years; and

**WHEREAS**, the SMART Board of Directors strongly supports the ongoing regional dialogue regarding the future of the Gondola, and believes it is in the best interest of the region to collaborate in an effort to identify ongoing operations and maintenance funding for the Gondola, as well as develop a financing and/or grant strategy to address the future capital needs of the Gondola system; and

**WHEREAS**, at its February 9<sup>th</sup> 2023 regular meeting the SMART Board unanimously approved Resolution 2023-6, expressing its intent that SMART work with its local partners to position SMART to be the project sponsor moving forward for needed system planning, financial analysis, grant applications, etc. related to securing long term operations and capital funding for the Gondola; and

**WHEREAS**, with the passing of Resolution 2023-6 the Board directed Staff to engage formally with local partners to identify specific actions, specific roles and responsibilities, potential cost sharing arrangements for staffing needs and outside consultants, matching funds for grant applications, etc. related to the current effort to identify long term operations and capital funding for the Gondola system; and

**WHEREAS**, with the passing of Resolution 2023-6 the Board also directed that when the above specific actions and details identified above are agreed upon by all parties, that the SMART Executive Director and designees from other partner entities propose a Memorandum of Understanding or Intergovernmental Agreement to be presented to the SMART Board of Directors for its consideration and approval.

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

1. **THAT**, the attached Intergovernmental Agreement, titled "INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF THE PLANNING AND GONDOLA PROJECT DEVELOPMENT PHASE OF THE GONDOLA PROJECT " be approved.

**ADOPTED AND APPROVED** by the Board of Directors at a regular public meeting held on the 9<sup>th</sup> day of November, 2023.

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

Joe Dillsworth, SMART Board Chair

Attest:

\_\_\_\_\_

David Averill  
SMART Executive Director

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



Meeting Date	Agenda Item	Submitted By
November 9, 2023	4	D. Averill/A.Kyle-Blake
Objective/Requested Action		
This is an action item for the Board to consider and adopt Resolution 2023-25 creating a Gondola Advisory Committee as an official advisory committee of SMART.		Report Work Session Discussion <b>X Action</b>
Key Points		
<p>Section 4.03 of the SMART Intergovernmental Agreement (IGA) states that the Board of Directors of SMART (the “Board”) may appoint and maintain Advisory Committees to develop recommendations with respect to policy, planning, and service matters; and specifies that Board Directors or Alternate Directors may be members of a SMART Advisory Committee, and that the Advisory Committees may not exercise any power of the Board.</p> <p>As part of the IGA for cost-sharing of the planning and gondola project development phase of for the Gondola Project, the Gondola Subcommittee (currently “housed” under the purview of TMVOA) will transition to SMART as the Gondola Advisory Committee (GAC).</p> <p>The immediate purpose of the GAC is to advise the Board on items related to transfer of the operation, maintenance and funding of the existing Telluride Mountain Village Gondola from the Town of Mountain Village after the expiration of various operating agreements that expire on December 31, 2027, planning for the design and construction of a new gondola system to replace the existing Telluride-Mountain Village Gondola, planning for capital funding for the replacement gondola system, and ongoing Gondola services provisions. Over the long term, it is anticipated that the GAC will advise SMART Staff and the Board on items such as duration of off-season/maintenance periods, capital planning, special event planning, etc.</p> <p>The members of the Gondola Advisory Committee include persons representing the entities listed below as shall be appointed by each of the respective entities. SMART Directors and Alternate Directors shall be permitted to be members of the committee.</p> <ul style="list-style-type: none"> <li>• Town of Mountain Village (2 members)</li> <li>• Telluride Mountain Village Owners Association (2 members)</li> <li>• Town of Telluride (2 members)</li> <li>• San Miguel County (2 members)</li> <li>• TSG Ski &amp; Golf, LLC (2 members)</li> <li>• SMART Board (1 member)</li> </ul> <p>The composition of this subcommittee in no way alters the agreed upon oversight (voting) structure in the Gondola Cost-Sharing IGA related to project decision making, spending, etc. It should also be noted that the SMART Board of Directors can chose to alter the composition of this advisory committee at any time. Members of the Gondola Advisory Committee shall serve until such time as their replacement may be appointed by the respective entities.</p>		

<b>Committee Discussion</b>
Transferring the Gondola Subcommittee to SMART as the Gondola Advisory Committee was discussed y at the managers workgroup, Gondola Subcommittee, and with the Leadership Committee. All groups are in favor of the transition.
<b>Supporting Information</b>
NA
<b>Fiscal Impact</b>
NA
<b>Advantages</b>
Establishes a Gondola Advisory Committee within SMART to advise the Board on the Gondola Project.
<b>Disadvantages</b>
None noted.
<b>Analysis/Recommendation(s)</b>
Staff recommends approving the Resolution to establish the Gondola Advisory Committee.
<b>Attachments</b>
Attachment 1: Resolution 2023-25 Establishing the Gondola Advisory Committee

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY  
FOR REGIONAL TRANSPORTATION  
ESTABLISHING THE GONDOLA ADVISORY COMMITTEE**

**RESOLUTION 2023 -25**

**RECITALS:**

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

**WHEREAS**, SMART is governed by the Colorado Regional Transportation Authority Law and the SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village, Town of Rico, and San Miguel County; and

**WHEREAS**, Section 4.03 of the SMART IGA states that the Board of Directors of SMART (the “Board”) may appoint and maintain Advisory Committees to develop recommendations with respect to policy, planning, and service matters; and

**WHEREAS**, Section 4.03 of the SMART IGA states that members of Advisory Committees may be citizens, business and resort representatives, other regional government or public agencies that represent service area outside the boundaries of the Authority; and

**WHEREAS**, Section 4.03 of the SMART IGA specifies that Board Directors or Alternate Directors may be members of a SMART Advisory Committee, and that the Advisory Committees may not exercise any power of the Board; and

**WHEREAS**, the Board desires to appoint a Gondola Advisory Committee, and establish the purpose and duties of the Gondola Advisory Committee and the term durations, number of members and makeup of such committee as directed by the Board.

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

1. **PURPOSE.** The Board hereby establishes a Gondola Advisory Committee for the purpose

of advising the Board on items related to transfer of the operation, maintenance and funding of the existing Telluride Mountain Village Gondola from the Town of Mountain Village after the expiration of various operating agreements that expire on December 31, 2027 planning for the design and construction of a new gondola system to replace the existing Telluride-Mountain Village Gondola, planning for capital funding for the replacement gondola system, and ongoing Gondola services provisions.

2. MEMBER. The members of the Gondola Advisory Committee shall include persons representing the entities listed below as shall be appointed by each of the respective entities. SMART Directors and Alternate Directors shall be permitted to be members of the committee.
  - a. Town Mountain Village (2 members)
  - b. Telluride Mountain Village Owners Association (2 members)
  - c. Town of Telluride (2 members)
  - d. San Miguel County (2 members)
  - e. TSG Ski & Golf, LLC (2 members)
  - f. SMART Board (1 member)
3. TERM. Each member of the Gondola Advisory Committee shall serve until such time as their replacement may be appointed by the respective entities.
4. The Gondola Advisory Committee shall not be authorized to exercise any power of the Board.
5. The Board may make subsequent amendments or changes to the Gondola Advisory Committee via resolution.

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

**SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION**

By: \_\_\_\_\_  
Joe Dillsworth, Chair

**S.M.A.R.T.**  
**Budget vs. Actuals: FY23 Amended Budget - FY23 P&L**  
 January - September, 2023

	Total			% of Budget
	Actual	Budget	over Budget	
<b>Income</b>				
4200 Grants	0.00	0.00	0.00	
4201 CDOT Planning (5304) Grant	10,686.00	23,999.94	-13,313.94	44.53%
4203 CDOT Operating (5311) Grant	182,160.00	136,620.00	45,540.00	133.33%
4205 CASTA August Fare Free Campaign	5,677.00	0.00	5,677.00	
4209 CDOT MMOF Funding	13,415.61	95,999.94	-82,584.33	13.97%
4211 CDOT CRRSAA grant (unanticipated)	41,675.18	0.00	41,675.18	
<b>Total 4200 Grants</b>	<b>\$ 253,613.79</b>	<b>\$ 256,619.88</b>	<b>-\$ 3,006.09</b>	<b>98.83%</b>
4301 Rental Income	77,336.08	74,999.97	2,336.11	103.11%
<b>Fees for Service</b>				
4050 Fixed Rate Fares	46,612.89	41,249.97	5,362.92	113.00%
4053 Van pool Fares	14,789.31	15,000.03	-210.72	98.60%
<b>Total Fees for Service</b>	<b>\$ 61,402.20</b>	<b>\$ 56,250.00</b>	<b>\$ 5,152.20</b>	<b>109.16%</b>
<b>Intergovernmental Revenue</b>				
4060 Rico IGA Services	1,118.05	0.00	1,118.05	
4100 San Miguel County Contribution	95,236.85	112,500.00	-17,263.15	84.65%
<b>Total Intergovernmental Revenue</b>	<b>\$ 96,354.90</b>	<b>\$ 112,500.00</b>	<b>-\$ 16,145.10</b>	<b>85.65%</b>
<b>Tax Revenues</b>				
4000 Property Tax Revenue	676,337.93	512,557.47	163,780.46	131.95%
4000.1 Property Tax Revenue (Abatement)	1,811.87	0.00	1,811.87	
4000.2 Property Tax Revenue (Dolores County)	2,911.93	0.00	2,911.93	
<b>Total 4000 Property Tax Revenue</b>	<b>\$ 681,061.73</b>	<b>\$ 512,557.47</b>	<b>\$ 168,504.26</b>	<b>132.88%</b>
4002 Specific Ownership Taxes	24,306.12	0.00	24,306.12	
4002.1 Specific Ownership Taxes (Abatement)	64.77	0.00	64.77	
<b>Total 4002 Specific Ownership Taxes</b>	<b>\$ 24,370.89</b>	<b>\$ 0.00</b>	<b>\$ 24,370.89</b>	
4004 Interest on Taxes	668.59	0.00	668.59	
4004.1 Interest on Tax (Abatement)	-5.55	0.00	-5.55	
<b>Total 4004 Interest on Taxes</b>	<b>\$ 663.04</b>	<b>\$ 0.00</b>	<b>\$ 663.04</b>	
4006 Delinquent Tax	144.58	0.00	144.58	
4006.1 Delinquent Tax (Abatement)	5.46	0.00	5.46	
<b>Total 4006 Delinquent Tax</b>	<b>\$ 150.04</b>	<b>\$ 0.00</b>	<b>\$ 150.04</b>	
4008 Prior Year Abatement	-3,438.63	0.00	-3,438.63	
4008.1 Prior Year Abatement (Abatement)	-67.10	0.00	-67.10	
<b>Total 4008 Prior Year Abatement</b>	<b>-\$ 3,505.73</b>	<b>\$ 0.00</b>	<b>-\$ 3,505.73</b>	
4010 Sales Tax Revenue	1,047,356.71	600,000.03	447,356.68	174.56%
<b>Total Tax Revenues</b>	<b>\$ 1,750,096.68</b>	<b>\$ 1,112,557.50</b>	<b>\$ 637,539.18</b>	<b>157.30%</b>
<b>Total Income</b>	<b>\$ 2,238,803.65</b>	<b>\$ 1,612,927.35</b>	<b>\$ 625,876.30</b>	<b>138.80%</b>
<b>Gross Profit</b>				
	<b>\$ 2,238,803.65</b>	<b>\$ 1,612,927.35</b>	<b>\$ 625,876.30</b>	<b>138.80%</b>
<b>Expenses</b>				
Association Dues, Conf. & Training	0.00	0.00	0.00	



6080 Travel Expense	616.76	1,589.94	-973.18	38.79%
6081 CASTA & SWTA Dues	33.31	1,687.50	-1,654.19	1.97%
6082 Conf. Registration & Lodging	2,384.84	3,179.97	-795.13	75.00%
6083 Training Registration & Lodging	901.06	1,192.50	-291.44	75.56%
<b>Total Association Dues, Conf. &amp; Training</b>	<b>\$ 3,935.97</b>	<b>\$ 7,649.91</b>	<b>-\$ 3,713.94</b>	<b>51.45%</b>
<b>Facility Maintenance</b>	1,433.92	0.00	1,433.92	
6034 Winter Plowing (office)	7,841.17	1,181.25	6,659.92	663.80%
6035 Utilities (office)	16,495.36	3,543.75	12,951.61	465.48%
6036 HOA Dues	1,548.27	1,184.94	363.33	130.66%
6037 Janitorial (office)	2,915.52	2,598.75	316.77	112.19%
6038 Landscape/Maintenance (office)	0.00	1,575.00	-1,575.00	0.00%
6039 Property Management (office)	6,528.49	6,750.00	-221.51	96.72%
<b>Total Facility Maintenance</b>	<b>\$ 36,762.73</b>	<b>\$ 16,833.69</b>	<b>\$ 19,929.04</b>	<b>218.39%</b>
<b>Lawson Hill Intercept Lot</b>	6,511.39	0.00	6,511.39	
6301 Intrcpt Lot Maintenance & Plow	20,532.89	8,111.25	12,421.64	253.14%
6303 Janitorial Supplies	0.00	1,931.22	-1,931.22	0.00%
6304 Janitorial Service	10,000.00	10,042.47	-42.47	99.58%
6305 Utilities (gas/electric)	1,409.42	1,931.22	-521.80	72.98%
6306 Security/Parking Enforcement	0.00	6,952.50	-6,952.50	0.00%
6307 Garbage/Trash Removal	1,939.17	772.47	1,166.70	251.03%
6308 Landscape Maintenance	2,632.00	1,931.22	700.78	136.29%
<b>Total Lawson Hill Intercept Lot</b>	<b>\$ 43,024.87</b>	<b>\$ 31,672.35</b>	<b>\$ 11,352.52</b>	<b>135.84%</b>
<b>Personnel Expenditures</b>	0.00	0.00	0.00	
6100 Salaries	157,625.00	158,062.50	-437.50	99.72%
6110 401k Company Match	4,950.00	48,749.94	-43,799.94	10.15%
6112 Employee Health Insurance	22,891.00	24,021.00	-1,130.00	95.30%
6120 Payroll Tax Expense	12,451.56	12,749.94	-298.38	97.66%
<b>Total Personnel Expenditures</b>	<b>\$ 197,917.56</b>	<b>\$ 243,583.38</b>	<b>-\$ 45,665.82</b>	<b>81.25%</b>
<b>Professional Services &amp; Operations</b>	146,504.24	0.00	146,504.24	
6010 Dues & Fees	3,229.72	1,687.50	1,542.22	191.39%
6015 Bank Charges & Fees	75.00	0.00	75.00	
6020 Office Expense	33,060.05	7,499.97	25,560.08	440.80%
6040 Insurance (PC/WC Coverage)	10,586.85	12,825.00	-2,238.15	82.55%
6060 Postage & Shipping	31.14	0.00	31.14	
6070 PR/Marketing	30,469.43	38,999.97	-8,530.54	78.13%
6071 Mileage Reimb.	718.98	2,625.03	-1,906.05	27.39%
6072 Website Support	379.88	37,125.00	-36,745.12	1.02%
6200 Attorney fees	12,661.47	11,250.00	1,411.47	112.55%
6210 Bookkeeping-CPA Audit	18,718.27	4,874.94	13,843.33	383.97%
6220 Consulting Services (5304 Grant)	3,843.75	13,500.00	-9,656.25	28.47%
<b>Total Professional Services &amp; Operations</b>	<b>\$ 260,278.78</b>	<b>\$ 130,387.41</b>	<b>\$ 129,891.37</b>	<b>199.62%</b>
<b>Professional Servies</b>	1,290.00	0.00	1,290.00	
6113 401K Plan	750.00	0.00	750.00	
6240 Treasurer's Fee	20,175.38	15,750.00	4,425.38	128.10%
<b>Total Professional Servies</b>	<b>\$ 22,215.38</b>	<b>\$ 15,750.00</b>	<b>\$ 6,465.38</b>	<b>141.05%</b>
<b>Transit &amp; Transp. Services</b>	0.00	0.00	0.00	
6300 Rico/Lawson/DV/Norwood	686,234.18	585,749.97	100,484.21	117.15%

6340 Mtn. Village Shuttles	10,161.25	0.00	10,161.25	
6345 Fuel - Norwood/Down Valley/Rico/Lawson	88,846.53	90,000.00	-1,153.47	98.72%
6350 Offseason Service	181,389.18	216,000.00	-34,610.82	83.98%
6360 San Miguel County cmtr shuttle	25,080.83	52,499.97	-27,419.14	47.77%
6370 Vehicle Licenses & Fees	12.59	0.00	12.59	
6371 Van - Maintenance & Insurance	71,546.69	29,999.97	41,546.72	238.49%
6372 Medical Shuttles	15,000.00	11,250.00	3,750.00	133.33%
6373 Parts Allowance (large buses)	21,756.55	37,499.94	-15,743.39	58.02%
6374 Service Expansion Pool	0.00	37,499.94	-37,499.94	0.00%
<b>Total Transit &amp; Transp. Services</b>	<b>\$ 1,100,027.80</b>	<b>\$ 1,060,499.79</b>	<b>\$ 39,528.01</b>	<b>103.73%</b>
<b>Total Expenses</b>	<b>\$ 1,664,163.09</b>	<b>\$ 1,506,376.53</b>	<b>\$ 157,786.56</b>	<b>110.47%</b>
<b>Net Operating Income</b>	<b>\$ 574,640.56</b>	<b>\$ 106,550.82</b>	<b>\$ 468,089.74</b>	<b>539.31%</b>
<b>Other Income</b>				
4300 Interest Earned	157,121.99	56,250.00	100,871.99	279.33%
<b>Total Other Income</b>	<b>\$ 157,121.99</b>	<b>\$ 56,250.00</b>	<b>\$ 100,871.99</b>	<b>279.33%</b>
<b>Other Expenses</b>				
6400 Capital Purchases	1,344,826.06	1,055,250.00	289,576.06	127.44%
<b>Total Other Expenses</b>	<b>\$ 1,344,826.06</b>	<b>\$ 1,055,250.00</b>	<b>\$ 289,576.06</b>	<b>127.44%</b>
<b>Net Other Income</b>	<b>-\$ 1,187,704.07</b>	<b>-\$ 999,000.00</b>	<b>-\$ 188,704.07</b>	<b>118.89%</b>
<b>Net Income</b>	<b>-\$ 613,063.51</b>	<b>-\$ 892,449.18</b>	<b>\$ 279,385.67</b>	<b>68.69%</b>

Monday, Nov 06, 2023 12:03:38 PM GMT-8 - Accrual Basis

### • **Montrose Route Update**

One of the technological tools available to help determine transit needs is the Paired Point Analysis. It is a tool that is available on the U.S. Census Bureau "On the Map" website. The tool allows the user to determine how many workers that live in one area are commuting to another area for work. With the "freehand drawing" selection tool you can draw a polygon around an area and select a second area to determine travel for work between one place and another.

The maps on the following pages illustrate that there are a significant number of people that travel to the east end of San Miguel County for work. The smaller dots represent data points of people that live in an area outside the job producing eastern San Miguel County. This data was downloaded as a shp file from "On the Map". The larger dots in yellow illustrate jobs. The dots are sized according to number of employees.

This map supports the need described in the 2019 Strategic Operating Plan for SMART's Montrose expansion route.

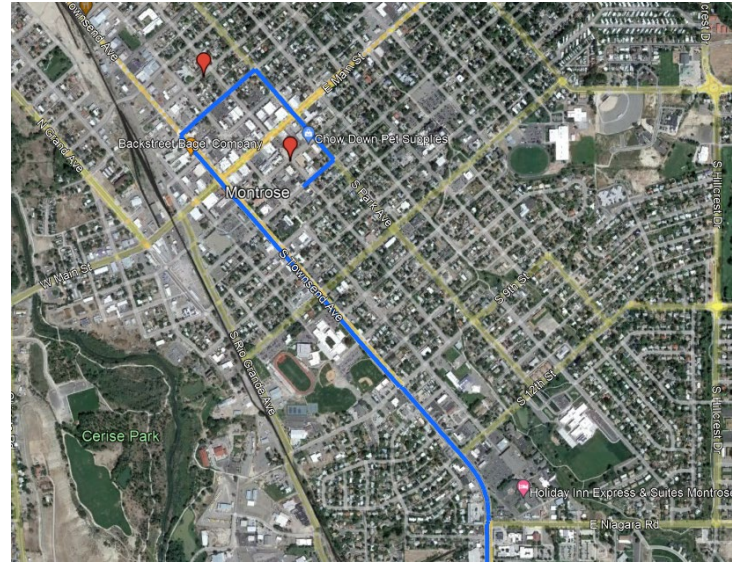
We are making progress on implementing this route. New buses are expected in December. We have met with All Points Transit to discuss their thoughts on a Montrose/Telluride Route. They were supportive.

We met with Jeff Prillwitz and from Bustang to discuss sharing stops at the Target in Montrose and 283 Palomino Trail (Ridgway). There were no objections from the Bustang.

#### **Next steps:**

- Discuss stop locations with the Towns of Montrose and Ridgway.
- Negotiate Easement Agreements with the Town of Montrose.

We are leaning toward two stops in central Montrose. One is the All Points Transit Transfer station and the other is near a City of Montrose owned parking lot. Bustang uses the Target and a gas station near the airport, but both of those locations are privately owned and obtaining access easement agreements may be problematic. Bustang does not have easements with either property owner.



### • **Offseason Update**

We are halfway through offseason. To date, things are going more smoothly than they have in the last couple of seasons. We have more returning drivers.

### • **2022 – 2023 Ridership**

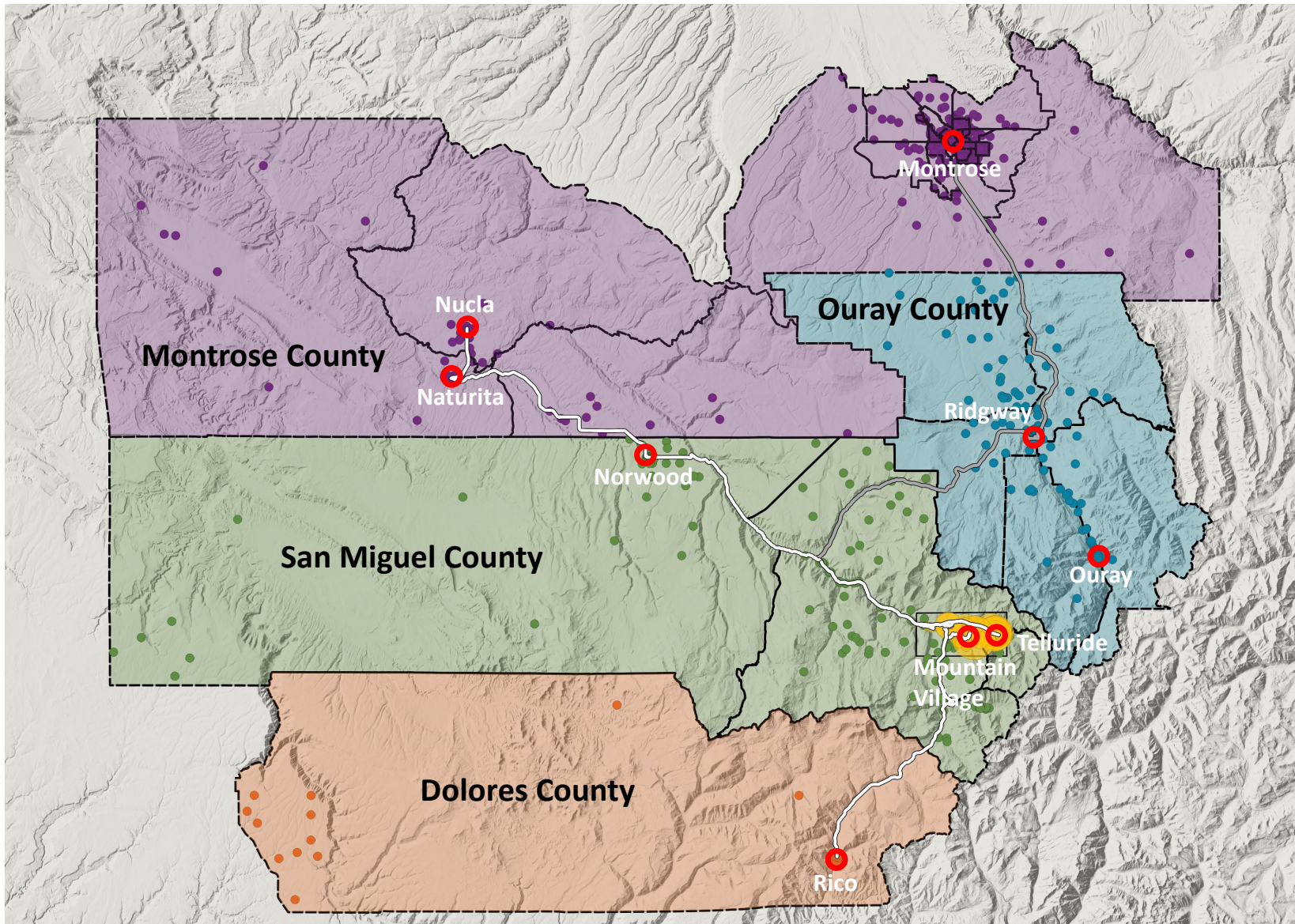
The graphs on the last two pages of this report illustrate comparison of ridership between 2022 and 2023. As you can see, there are not any consistent patterns.

Rico ridership was up in September and October in 2023 but it was way down compared to 2022 in June and July.

Down Valley ridership was a lot stronger this year than last year in the beginning of the year, but has fallen behind 2022 in September and October.

Lawson Hill ridership was stronger early in the year in 2023, but was similar in June, July and August. The October numbers are misleading because offseason was shorter this October.

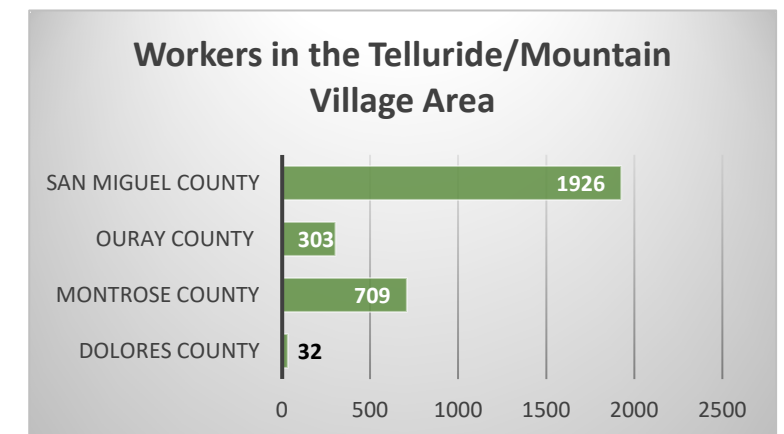
Norwood was up from last year in January, February and March, has become more even over the course of the summer.

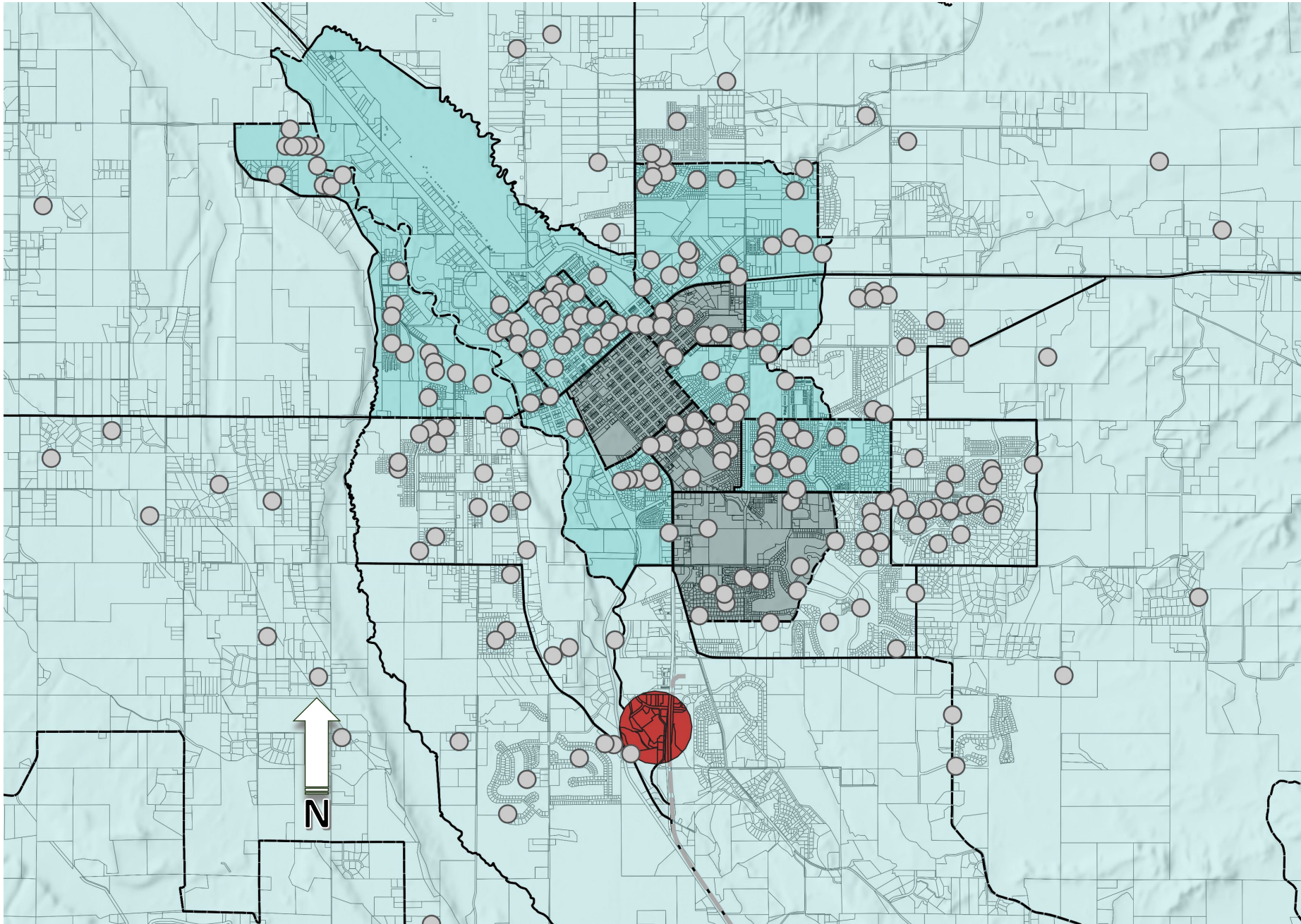


## Paired Data Analysis

### Notes:

- Data is from the Paired Analysis Tool that is on the “On the Map” website provided by the U.S. Census Bureau.
- The smaller dots represent data points from “On the Map” of commuters in the illustrated census blocks that commute to the East End of San Miguel County for work.
- The larger yellow dots represent jobs in the Telluride/Mountain Village area.

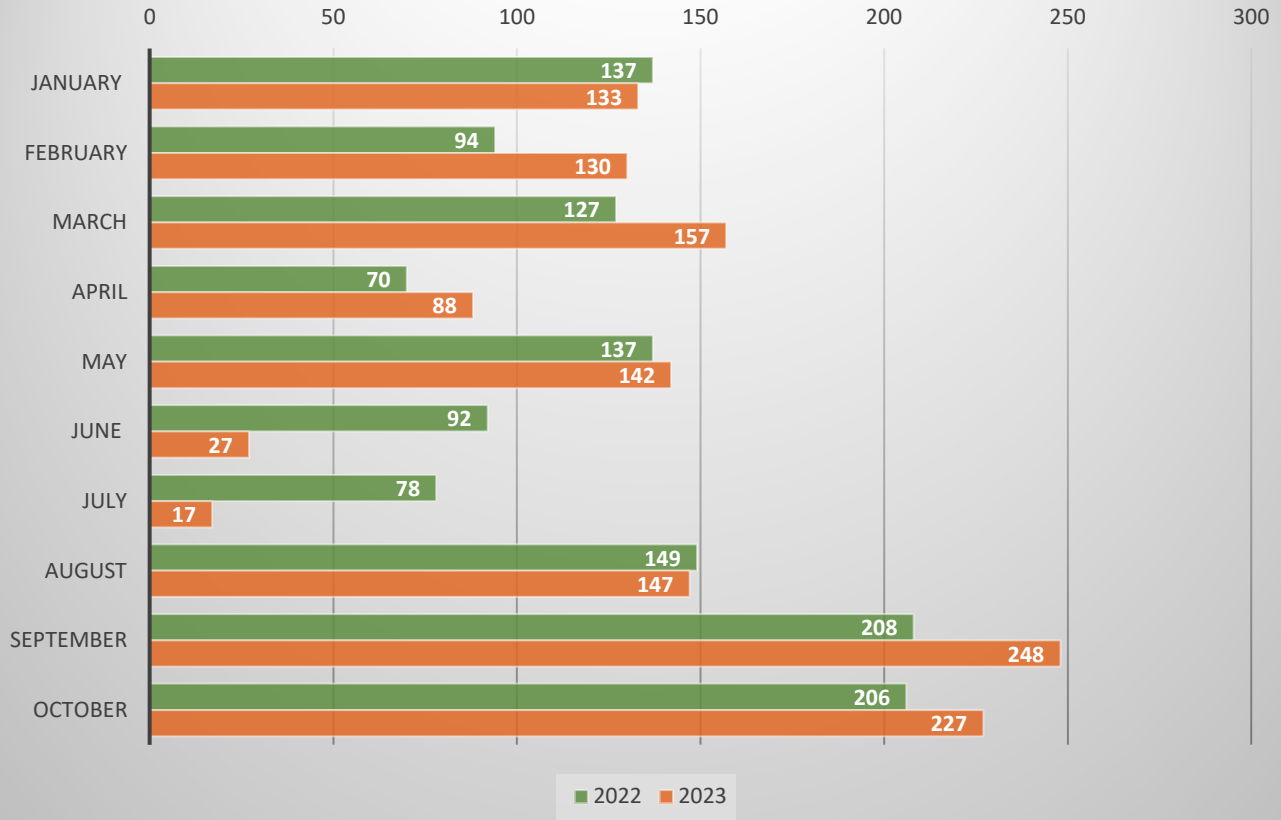




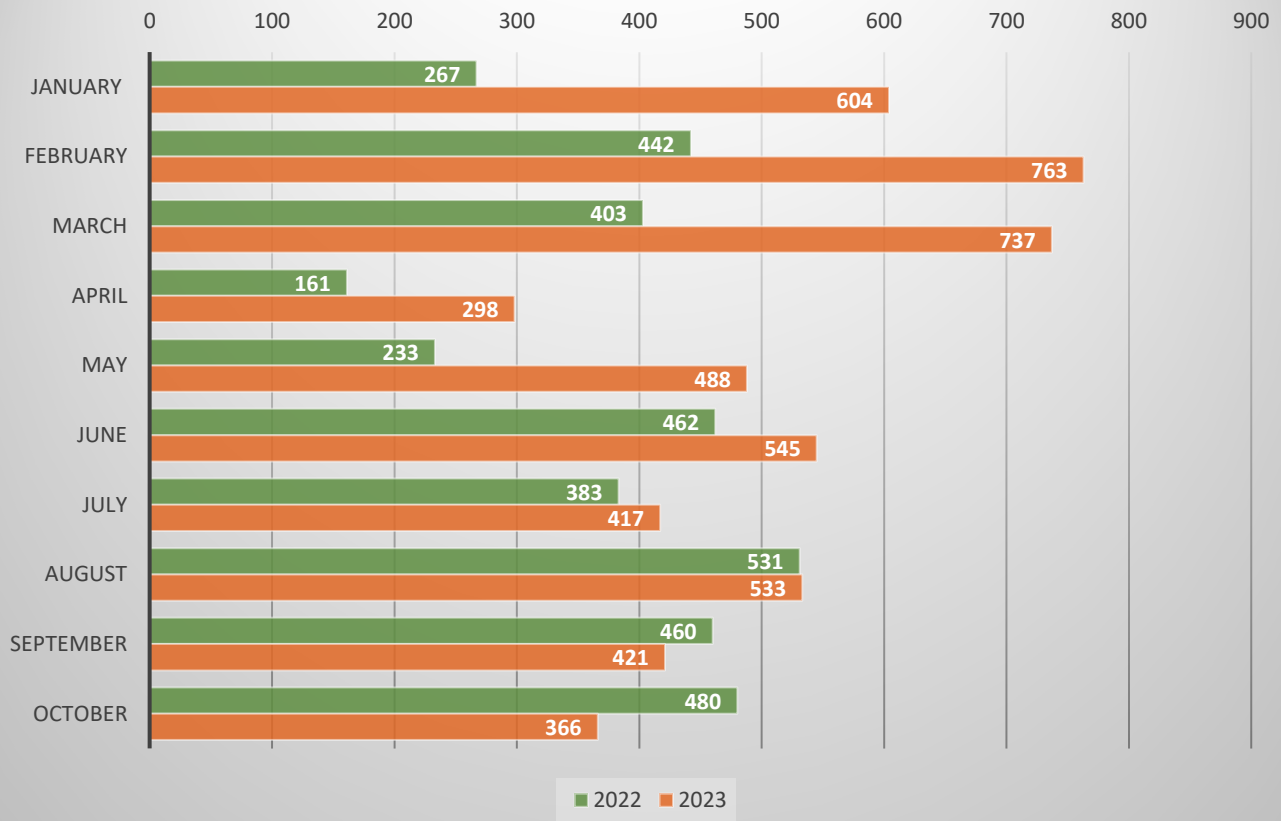
**Legend:**

- Low Transit Propensity
- Moderate Transit Propensity
- High Transit Propensity
- SMART Bus Routes
- Vanpools Routes
- SMART Bus or Vanpool Stops
- Jobs in the Telluride/MV Area
- Area within 1/4 mile of a stop
- Data points of commuters to the east end of San Miguel County

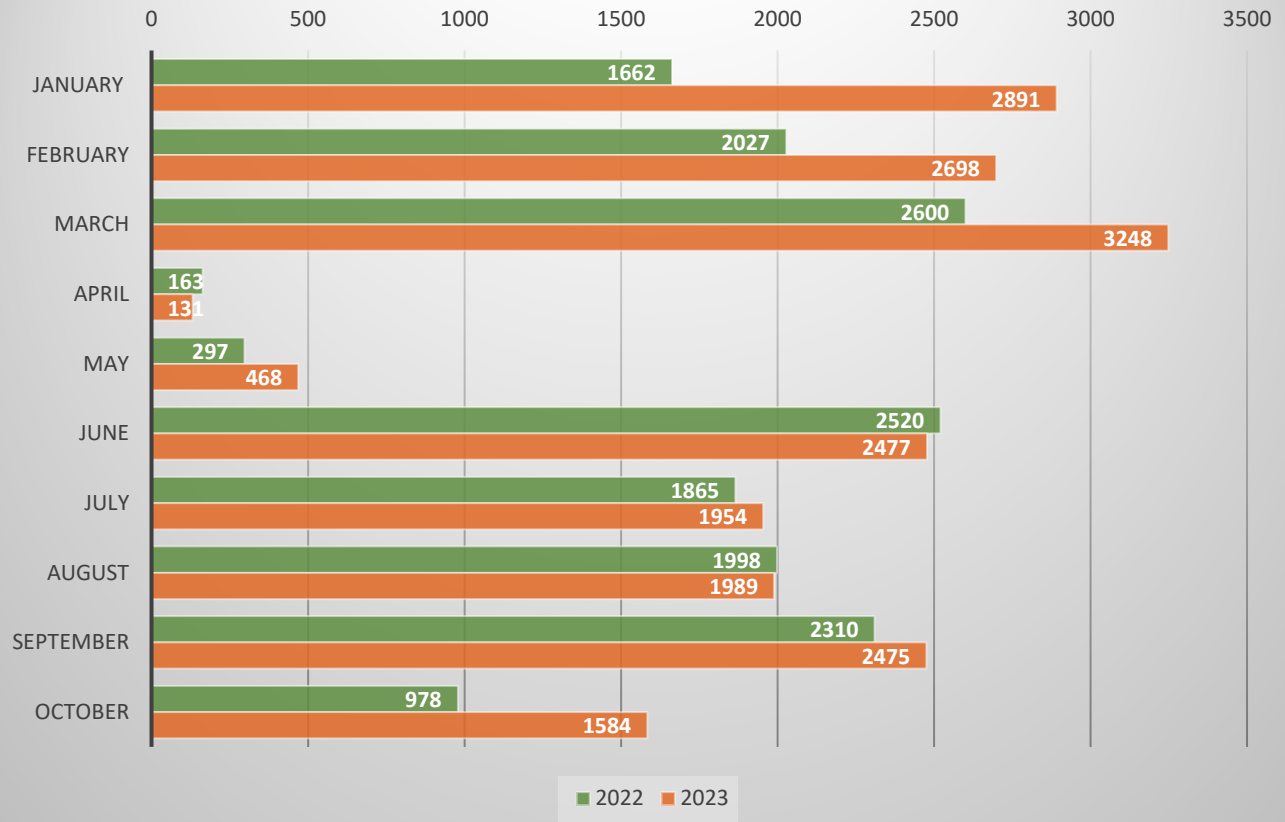
### Rico Ridership 2022 - 2023



### Down Valley Ridership 2022 - 2023



### Lawson Hill Ridership 2022 - 2023



### Norwood Ridership 2022 - 2023

