



San Miguel Authority for Regional Transportation  
Board of Directors Meeting Agenda  
Thursday May 12th, 2022  
3 p.m.

This meeting will be held virtually:

Please join the meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/85854576147?pwd=QThsaG4yQldKTDBNeU04VDZFZzU3Zz09>

Meeting ID: 858 5457 6147

Passcode: 138772

One tap mobile

+12532158782,,85854576147#,,,,\*138772# US (Tacoma)

+13462487799,,85854576147#,,,,\*138772# US (Houston)

Item No.	Presenter	Item Type	Topic	Packet Page	Time (minutes)
1.	-	-	Public Comment		5
2.	Board	Meeting Resolution	Resolution 2022-8, Part 1a, regarding the Review and Approval of the May 12th, 2022, Agenda and Consent Items and Part 1b, regarding the Review and Approval of March 10th, 2022 Meeting Minutes	6	5
3.	Averill	Action	Resolution 2022-9, Intergovernmental Agreement with San Miguel County and the Telluride Library District	7	10
4.	Averill	Report	1 <sup>st</sup> Quarter '22 Performance Report	61	10
5.	Averill	Report	1 <sup>st</sup> Quarter '22 Financial Report	63	10
6.	Averill	Discussion	FY22 Budget and Capital Plan amendment discussion	65	20
7.	Distefano	Report	March/April Operations Update	78	10
8.	Averill	Report	Executive Directors Report	83	10
9.	All	Report	Round Table Updates and Reports	-	5
10.	Averill	Executive Session	Executive Session pursuant to C.R.S. 24-6-402 4(a) and 4(e) (I),(Open Meetings Law) and Sections 6.09 (a) (1) and (a) (5) of the SMART		-

			Bylaws for the purpose of: determining positions that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding possible acquisition of real property to discuss potential real estate transaction.		
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## 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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			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 March 10<sup>th</sup>, 2022 Regular Meeting  
Virtual meeting minutes**

Member Directors Present: Town of Telluride – Adrienne Christy. San Miguel County – Kris Holstrom, Lance Waring. Town of Mountain Village – Harvey Mogensen (Alternate). Town of Rico – Joe Dillsworth

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

The meeting was called to order at 3:00 p.m.

**Item 1: Public Comment**

No public comment was offered.

**Item 2: Resolution 2022-5 Part 1a, regarding the Review and Approval of the March 10th, 2022 Agenda and Consent Items and Part 1b, regarding the Review and Approval of February 10th, 2022 Meeting Minutes**

Lance Waring moved to adopt Resolution 2022-5, parts 1a and 1b.  
Harvey Mogenson seconded the motion.

A unanimous vote approved the motion.

**Item 3: Resolution 2022-6: Regarding an amended Memorandum of Agreement with the Town of Mountain Village for SMART vanpool vehicle maintenance**

Lance Waring moved to adopt Resolution 2022-6  
Adrienne Christy seconded the motion.

A unanimous vote approved the motion.

**Item 4: Resolution 2022-7 pledging a Letter of Commitment for local grant matching funds towards the construction of the Meadows Trail Underpass project**

Lance Waring moved to adopt Resolution 2022-7  
Joe Dillsworth seconded the motion.

A unanimous vote approved the motion.

**Item 5: January 2022 Operations Update**

Distefano presented the February Operations report. Updates were included for potential Off-Season and Lawson Hill schedule changes, anticipated next efforts for development of a passenger app, and ridership.

**Item 6: Executive Directors Report**

Averill gave updates on grants, Lawson facility repairs, the Meadows Underpass design project, and progress on the FY21 Fiscal Audit.

**The meeting was adjourned at 4:03 p.m.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION EVIDENCING ACTIONS TAKEN AT ITS MAY 12TH, 2022 REGULAR MEETING**

**RESOLUTION NO. 2022-8**

**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 10th, 2022; 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 May 12th, 2022, regular meeting the Board took action on the following:
  - a. Approval of the May 12th, 2022, meeting agenda (Exhibit A)
  - b. Approval of the Board meeting minutes for the March 10th, 2022, 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 MAY 12TH, 2022.**

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Kris Holstrom, 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
May 12 <sup>th</sup> , 2022	4	D.Averill
<b>Objective/Requested Action</b>		
Action is requested to approve Resolution 2022-9 authorizing the Executive Director to execute an Intergovernmental Agreement between SMART, San Miguel County and the Telluride Library District.		<b>X Report</b> Work Session Discussion Action
<b>Key Points</b>		
San Miguel County owns the Lawson Hill Intercept Lot and SMART manages it on the County's behalf. The Library District desires to install a kiosk at the Intercept Lot, at their expense, that will enable patrons to pick up hold materials without having to travel into Telluride. SMART currently pays for utilities at the Intercept Lot, including electricity and wifi, both of which will be tapped into by the kiosk for its proper operation. As part of this agreement the County agrees to allow installation of the kiosk on the property and tapping into the electrical system at the restroom/utility building at the Intercept Lot.		
<b>Committee Discussion</b>		
NA		
<b>Supporting Information</b>		
NA		
<b>Fiscal Impact</b>		
It is anticipated that there will be a negligible fiscal impact to SMART in increased electricity charges.		
<b>Advantages</b>		
Installation of the kiosk will make it unnecessary for some patrons of the library to make trips into Telluride and therefore help to address congestion on the Spur. This type of "transportation demand management" strategy is desirable in that it is low cost, both in installation and ongoing overhead, and supports SMART's overall mission of addressing traffic congestion in the region.		
<b>Disadvantages</b>		
None noted.		
<b>Analysis/Recommendation(s)</b>		
Staff recommends that the SMART Board Approve the IGA with San Miguel County and the Telluride Library District.		
<b>Attachments</b>		
Attachment A: Resolution 2022-9 approving the subject IGA with San Miguel County and the Telluride Library District Attachment B: Intergovernmental Agreement with San Miguel County and Telluride Library District		

Attachment A: Resolution 2022-9 approving the subject IGA with San Miguel County and the Telluride Library District

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SAN MIGUEL COUNTY AND THE  
TELLURIDE LIBRARY DISTRICT FOR INSTALLATION OF A LIBRARY KIOSK AT THE LAWSON HILL INTERCEPT LOT**

**RESOLUTION NO. 2022-9**

**WHEREAS**, San Miguel County (the County) owns the Lawson Hill Intercept Lot; and

**WHEREAS**, through its master Intergovernmental Agreement with the County, SMART is responsible for management, utilities, and ongoing maintenance of the Intercept Lot; and

**WHEREAS**, the Telluride Library District desires to install a kiosk at the Intercept Lot that will enable their patrons to pick up hold materials without having to visit the Library; and

**WHEREAS**, installation of the remote locker system in the Intercept Lot is in the best interest of the region because it is anticipated to reduce traffic on the West Colorado Avenue Spur, reduce vehicle trips to and from Telluride and Mountain Village, and relieve parking demands;

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

1. The attached Intergovernmental Agreement between SMART, San Miguel County, and the Telluride Library District is hereby approved.
2. The SMART Executive Director is authorized and directed to execute the Intergovernmental Agreement on behalf of SMART as appropriate.

**INTRODUCED, READ, AND PASSED** by the Board of Directors of the San Miguel Authority for Regional Transportation at its regular meeting held May 12th, 2022.

**SAN MIGUEL AUTHORITY FOR REGIONAL  
TRANSPORTATION**

By and through its BOARD OF DIRECTORS:

By: \_\_\_\_\_  
Kris Holstrom, Chair

ATTEST:

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
David Averill, Executive Director

Attachment A: Resolution 2022-9 approving the subject IGA with San Miguel County and the Telluride Library District



## INTERGOVERNMENTAL AGREEMENT REGARDING REMOTE LOCKER INSTALLATION

### BY AND BETWEEN

### SAN MIGUEL COUNTY PUBLIC LIBRARY DISTRICT NO. 1, SAN MIGUEL COUNTY, AND SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

This **INTERGOVERNMENTAL AGREEMENT REGARDING REMOTE LOCKER INSTALLATION** (the “**Agreement**”) is made and entered into as of the 30th day of \_\_\_ March \_\_\_, 2022 by and between **SAN MIGUEL COUNTY PUBLIC LIBRARY DISTRICT NO. 1**, a library district and political subdivision, duly organized and existing under the laws of the State of Colorado, (“**Library**”), **SAN MIGUEL COUNTY, COLORADO**, a body corporate and politic, acting by and through its Board of County Commissioners (“**County**”), and **SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION**, a Regional Transportation Authority and political subdivision of the State of Colorado, created pursuant to title 43, article 4, part 6, Colorado Revised Statutes (“**SMART**”). Collectively referred to herein as the “**Parties**.”

WHEREAS, the Parties wish to enter into this Agreement to authorize the District to install a remote locker system in the Lawson Hill Intercept Parking and Public Transit Lot (“**Intercept Lot**”) to enable Library patrons to pick-up library hold materials without having to travel to Telluride and/or Mountain Village; and

WHEREAS, the County owns the Intercept Lot, as more specifically described in that Special Warranty Deed and Declaration of Restrictive Use Covenants to the County, dated as of May 11, 2004 and recorded on May 13, 2004 at Reception #366163 in the San Miguel County real estate records, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, SMART operates and manages the Intercept Lot, pursuant to that certain First Amended and Restated Intergovernmental Agreement for Traffic Services, dated January 23, 2019, a copy of which is attached hereto as **Exhibit B and Exhibit D**; and

WHEREAS, installation of the remote locker in the Intercept Lot will benefit Library patrons through added convenience and access to materials twenty-four hours a day and outreach to future growth areas, such as Lawson; and

WHEREAS, installation of the remote locker system in the Intercept Lot is in the best interest of County and SMART constituents because it is anticipated to reduce traffic on the West Colorado Avenue Spur, reduce vehicle trips to and from Telluride and Mountain Village, and relieve parking demands; and

WHEREAS, access to the materials in the remote locker is a public service provided by the Library at no cost to the public and is not a commercial project; and

WHEREAS, the Parties, as Colorado government entities, are constitutionally and statutorily empowered pursuant to Article XIV §18 of the Colorado Constitution and Sections 29- 1-201, *et seq.*, C.R.S., to cooperate or contract with one another via intergovernmental

agreement to provide functions, services, or facilities authorized to each cooperating government.

NOW THEREFORE, the Parties agree as follows:

1. Purpose. This Agreement authorizes the Library to install a remote locker for library holds pick-up in the Intercept Lot, which is anticipated to result in fewer vehicle trips to Telluride and Mountain Village thereby reducing traffic and parking issues.
2. Library Responsibilities. The Library shall bear all costs to purchase and install the remote locker in the Intercept Lot, the plans and location of which are depicted on Exhibit C attached hereto and made a part hereof. The Library shall have the sole responsibility for, and shall pay all costs associated with, the operation and maintenance of the remote locker.
3. Remote Locker Location. The County and SMART hereby authorize the remote locker to be installed in the Intercept Lot and grant the Library full access to the remote locker to fulfill Library responsibilities under this Agreement. The remote locker requires access to reliable internet and electricity. Therefore, the remote locker must be located adjacent to the public restrooms in the Intercept Lot as depicted on Exhibit C. This placement may require relocation of the existing trash receptacles.
4. Identification Signage. The Library shall, at its option, have the right to erect and maintain signage to identify the remote locker and provide instructions for its use. The Library may also erect and maintain signage at locations and of a size, shape and color to be approved by SMART in writing to guide vehicle and pedestrian traffic to the remote locker location.
5. Term: Termination. The term of this Agreement shall be perpetual, unless terminated by any Party upon ninety (90) days written notice.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
7. Modification; Amendment. This Agreement may be amended or modified by written agreement duly authorized and executed by the parties.
8. Assignment. Neither party may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other party.
9. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded to the Parties or their governing boards, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
10. Annual Appropriations. The obligations of the Parties hereunder are subject to annual appropriation and do not constitute multiple year fiscal obligations or debt of any party.

11. Governing Law. The terms, conditions, and provisions of this Agreement shall be governed and construed pursuant to the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be the District Court in and for the County of San Miguel, Colorado.

12. Severability. If any covenant, term, condition, or provision of this Agreement is, for any reason, held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision will not affect any other provision herein contained.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SAN MIGUEL COUNTY PUBLIC LIBRARY  
DISTRICT #1



\_\_\_\_\_  
President

Attest:

JOHN WONTROBSKI 3/21/22

Sarah Landeryou, Library Director  
\_\_\_\_\_

**SAN MIGUEL COUNTY, COLORADO**

DocuSigned by:

*Jim Holstrom*

DCF740627085400...

Board of County Commissioners 3/30/2022

Attest:

DocuSigned by:

*Carmen Warfield*

BE2AF0C39C03408...

Chief Deputy Clerk to the Board 3/30/2022

**SAN MIGUEL AUTHORITY FOR  
REGIONAL TRANSPORTATION**

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David Averill

Executive Director, S.M.A.R.T.

Attest:

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**EXHIBIT A**  
**SPECIAL WARRANTY DEED**

**EHIBIT B**  
**TRAFFIC SERVICES IGA**

State Documentary Fee

Date MAY 13, 2004

\$ EXEMPT RJG

SPECIAL WARRANTY DEED AND  
DECLARATION OF RESTRICTIVE USE COVENANTS

**THIS SPECIAL WARRANTY DEED and DECLARATION OF RESTRICTIVE USE COVENANTS** is made as of this 11<sup>th</sup> day of May, 2004 ("**Effective Date**"), by and between LOT A-1, LAWSON HILL, LLC, a Colorado limited liability company, whose address 200 San Miguel River Drive, Telluride, Colorado 81435 ("**Grantor**") and SAN MIGUEL COUNTY, COLORADO, acting by and through THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, whose address is 333 W. Colorado Ave., P.O. Box 1170, Telluride, Colorado 81435 ("**Grantee**").

Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, including the compliance with the covenants and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Grantee, its successors and assigns forever, and warrants the title against all persons claiming under the Grantor, all the real property together with road right of way improvements, if any, situate, lying and being in San Miguel County, Colorado, more particularly described as follows ("**Property**"):

Lot HUB-2C, Lawson Hill PUD, as the same are shown and established on that certain Replat ("**Replat**") recorded on May 13, 2004, in Reception No. 366152, Plat Book 1, at Page 3272 in the official records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

**TOGETHER WITH** all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above conveyed premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the Property above conveyed and described, with the appurtenances unto Grantee, its successors and assigns forever, subject to all agreements, easements, covenants and restrictions of record and further subject to the covenants and restrictions contained herein.

**RESTRICTIVE COVENANT**

By its acceptance of the delivery of this deed, Grantor and Grantee agree to the following covenants, restrictions, rights, duties and obligations ("**Covenants**"):

- (i) That the Property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes, any such uses shall be consistent with a transportation management plan adopted by San Miguel County, which possible uses, as well as related ancillary uses, include by way of illustration, and not as a limitation, a vehicle parking lot operated for use by members of the public, a bus shelter, a bicycle shelter, public restrooms, a public gondola station and/or facilities related to a public gondola system, and other similar public transit facilities, all such facilities shall be constructed in compliance with applicable Lawson Hill PUD Design Review Board standards and requirements;
- (ii) That the Property may not be used for the following purposes: non-public transit related office facilities, storage of materials or equipment, the repair and/or maintenance of motor vehicles, and commercial uses, including, but not limited to, lodging, convenience stores, restaurants, or retail stores; and



- (iii) That no permanent or temporary structure or improvement, other than those of the type and nature permitted herein, may be placed, constructed or otherwise installed on the Property.

The Covenants granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the Property and shall be binding upon and shall inure to the benefit of, and be a burden upon, the heirs, designees, successors and assigns of the Grantor and Grantee.

This Deed and the rights and obligations of Grantor and Grantee, including the Covenants, shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any interference or threatened interference with the property interest herein granted or with the other rights and obligations of the Parties hereunder, a party may pursue all available remedies, including, without limitation, injunctive relief or specific performance to ensure performance of another party's obligations hereunder. In any action for enforcement of rights hereunder, the prevailing party shall be entitled to an award for recovery of their reasonable actual costs and fees, including reasonable attorney fees incurred.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

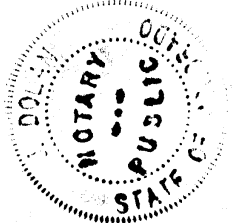
IN WITNESS WHEREOF, Grantor and Grantee have each executed this instrument intending it to become effective as of the Effective Date.

**GRANTOR:**

LOT A-1, LAWSON HILL, LLC,  
a Colorado limited liability company

By: [Signature]  
William Ellison, Manager

Date: 5/11/04



STATE OF COLORADO     )  
                                  ) ss.  
COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 11 day of May, 2004 by William Ellison, Manager of Lot A-1, Lawson Hill, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 4/5/08

**GRANTEE:**

SAN MIGUEL COUNTY, COLORADO, ACTING BY AND THROUGH  
THE BOARD OF COUNTY COMMISSIONERS  
OF SAN MIGUEL COUNTY, COLORADO

By: [Signature]  
Vern Ebert, Chair

Date: 5-11-04

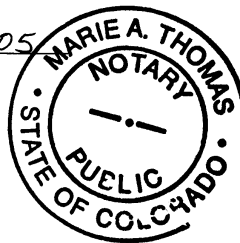
STATE OF COLORADO     )  
                                  ) ss.  
COUNTY OF SAN MIGUEL)

ACKNOWLEDGED before me this 11 day of May, 2004, by Vern Ebert who acknowledged himself to be the Chair of the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 02/05/05



**Exhibit B**

**FIRST AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT FOR  
TRANSPORTATION SERVICES BETWEEN SAN MIGUEL COUNTY AND  
THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION**

**THIS FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION SERVICES** ("Agreement") is entered into effective as of 01/23, 2019 between the San Miguel Authority for Regional Transportation, a Regional Transportation Authority and political subdivision of the State of Colorado created pursuant to title 43, article 4, part 6, Colorado Revised Statutes ("SMART") and San Miguel County, Colorado ("County"), a body corporate and politic acting by and through its Board of County Commissioners.

**RECITALS**

**WHEREAS**, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended, Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and

**WHEREAS**, the Town of Telluride, the Town of Mountain Village and San Miguel County approved an Intergovernmental Agreement dated November 9, 2016 providing for the creation of SMART as a regional transportation authority pursuant to Colorado Regional Transportation Authority Law, Title 43, Article 4, Part 6, C.R.S., as amended, which Intergovernmental Agreement was entered into following the approval of the establishment and funding of SMART by the registered electors of the Town of Telluride, Town of Mountain Village and San Miguel County, respectively, at the general election conducted on November 8, 2016 ("SMART IGA"); and

**WHEREAS**, the process leading to the formation of SMART originally began with the San Miguel County Transit Advisory Committee formed in July of 2010 to provide regional transit coordination and planning, and was pursued in various forms after that time until the formation of SMART; and

**WHEREAS**, the members of SMART each currently operate their own inter-entity transit services; and

**WHEREAS**, the goal of SMART is to provide cost-effective and efficient transportation service to the region by centralizing resources and funding; and

**WHEREAS**, SMART eventually plans to own and operate vehicles for transportation purposes, employ drivers and other staff to operate such vehicles and manage SMART, and establish short-term and long-term service plans and levels for the region; and

**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; the County is legally authorized to provide mass transportation services and to contract with other entities to provide such services pursuant to §30-11-101(1)(f), C.R.S.; and

**WHEREAS**, Section 6.02(b) of the SMART IGA states “The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of the contracts;” and

**WHEREAS**, Section 6.02(a) of the SMART IGA states that “The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D thereto, the Initial Service Plan, as may be amended from time to time per Article XI herein;” and

**WHEREAS**, Section 6.04 of the SMART IGA states that “The Authority shall not assume responsibility for the operation, funding or maintenance of any transit services provided by a member as set forth in Appendix D without the approval of that Member and of the Authority;” and

**WHEREAS**, the County had been supervising the “Ridgway Van Pool Program” whereby employees in the Ridgway area operated a County owned van pursuant to a Colorado Department of Transportation (“CDOT”) agreement identified as follows: CDOT Contract #15-HRT-ZL-150, the term for which expired on December 31, 2017. The van is currently owned by CDOT, which will retain title to it until November 2019. The VIN for the Ridgway commuter van is: VIN# 1FBAX2CG9GKA29827 (RWY-29827). The current management of that program has been transferred to SMART and SMART has assumed said management and desires to continue the management responsibility and control for the continued operation of the Ridgway Van Pool Program in the sole discretion of SMART; and

**WHEREAS**, the County had been supervising the “Montrose Van Pool and Shuttle Program” whereby employees in the Montrose area operate a van pursuant to a CDOT grant identified as follows: CDOT Contract #15-HRT-ZL-150, the term for which expired on December 31, 2017. The van is currently owned by CDOT, which will retain title to it until November 2019. The VIN for the van is: VIN# 1FBAX2CG7GKA29826 (MTJ-29826). The current management of that program has been transferred to SMART and SMART has assumed said management and desires to continue the management responsibility and control for the continued operation of the Montrose Van Pool and Shuttle Program in the sole discretion of SMART; and

**WHEREAS**, the County owns the Lawson Hill Parking Intercept Parking and Public Transit Lot, (“Intercept Parking Lot”) and more specifically described in that Special Warranty Deed and Declaration of Restrictive Use Covenants to the County dated as of May 11, 2004 and recorded on May 13, 2004 at Reception #366163 in the San Miguel County real estate records, a copy of which is attached hereto as Exhibit “1” (“Deed”). The primary, long-term purpose of the

Intercept Parking Lot is to provide free, public, day-use parking for both commuters, including Lawson Hill residents, and visitors who would then use alternative transportation such as a bus or bicycle and/or carpool to travel to and from the Towns of Telluride, Mountain Village, or elsewhere in the region. The intent of this Intercept Parking Lot is to function as part of an overall regional transportation system to reduce vehicle trips to and from Telluride or Mountain Village, reduce traffic on the West Colorado Avenue Spur and to relieve parking demands within these towns. The County desires to transfer management of the Intercept Parking Lot to SMART and that SMART assume responsibility for the Intercept Parking Lot in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the County also owns that parcel of real property located in San Miguel County commonly known as the Fairgrounds Lot, more specifically described in that Quit Claim Deed to the County dated January 6, 1965 and recorded on January 8, 1965 at Reception #158140 in the San Miguel County real estate records. An aerial photograph outlining the parking area is attached hereto as Exhibit "2" (the "Fairgrounds Lot Parking Area"). The County desires to transfer use of the parking area of the Fairgrounds Lot to SMART and that SMART assumes use of the Lot in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the County currently collects the San Miguel County real estate transfer assessment on the sale of parcels of real property located in County approved subdivisions. The County desires to continue to assign such funds to SMART, on the terms and conditions provided herein; and

**WHEREAS**, the County and SMART entered into an Intergovernmental Agreement for Transportation Services on December 6, 2017 (2017 IGA) outlining the transition of SMART to assume funding of and manage certain regional transit services currently provided by the County, which terms and conditions contained herein are fully restated and/or modified in this First Amended and Restated Intergovernmental Agreement and reflect the complete understanding of the parties

## **AGREEMENT**

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

I. Scope of Regional Bus Services for Norwood Down Valley/Placerville and Lawson Hill. SMART shall provide regional transit services with the minimal levels of service and routes set forth on the Regional Service Schedule and Route Map, attached hereto as Exhibit "3" (the "Services"). The Regional Service Schedule and Route Map may be amended in the reasonable discretion of SMART.

II. Montrose and Ridgway Shuttle Van Programs. SMART has assumed management of the Montrose and Ridgway Van Pool Programs as provided in the Shuttle Van Program Scope of Services, attached hereto as Exhibit "4." However, in accordance with applicable CDOT grant requirements, the County shall retain legal title to both shuttle vans until such time as the County

transfers title to such shuttle vans to SMART. SMART shall maintain the Colorado mandated motor vehicle insurance coverage for both vans in the amounts specified herein.

III. Insurance Requirements and Hold Harmless.

- a) SMART shall secure such insurance as it deems necessary to protect the interest and property as set forth in this Agreement. Because it shall be largely responsible for transit overall operations, SMART shall, except as noted, procure and maintain the minimum insurance coverage listed below, which shall act as primary insurance regarding transit operations.
- b) The County shall be endorsed as an additional insured to SMART's General Liability and Comprehensive Automobile Liability policies of insurance or self-insurance for the term of this Agreement; to the extent such insurance coverages are applicable to SMART's obligations hereunder. Within 10 business days of execution of this Agreement by SMART, SMART shall furnish the County with a certificate of insurance for such coverages, to which the County shall be endorsed as an additional insured. Such certificate of insurance shall provide that in the event such insurance coverages are canceled, terminated, revoked and/or not renewed, that the County will be provided with at least ten (10) days prior written notice of such action.
- c) Worker's Compensation insurance or self-insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under the transit services portion of this Agreement, and Employers Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, One Hundred Thousand Dollars (\$100,000.00) disease-each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.
- d) General Liability insurance or self-insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate. The policy shall include coverage for bodily injury, broad form property damage (including coverage for contractual and employee acts), blanket contractual, independent operators, product, and completed operations.
- e) Comprehensive Automobile Liability insurance or self-insurance with minimum combined single limits for bodily injury and property damage of not less than Six Hundred Thousand Dollars (\$600,000.00) aggregate with respect to each owned, hired or owned vehicle assigned to or used in performance of the services.
- f) SMART and the County each agree to hold the other harmless from any and all third-party claims arising from its own tortuous, negligent or unintentional acts or omissions as committed pursuant to its performance under this Agreement. SMART and the County similarly agree to jointly investigate and defend against a

third party claim as asserted against them, or any of them, arising from the implementation of this Agreement and the operation of the transit system as described herein.

SMART and the County understand and agree that each relies on and does not waive or intend to waive by any provision of this Agreement the monetary limitation or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the County and SMART and their respective officers, agents, or employees.

IV. Terms and Conditions of the Deed. SMART shall abide by the terms, conditions and restrictions as set forth in the Deed as attached hereto as Exhibit "I".

V. Transportation Management Plan for Lot HUB-2C, Lawson Hill. Pursuant to the Lawson Hill PUD Development Plan Land Use Matrix amendment recorded November 20, 2002 at Reception No 353234, the County created a Transportation Management Plan ("TMP"). The County adopted the TMP on May 31, 2017, attached hereto as Exhibit "5." SMART shall abide by the terms and conditions of the TMP. Pursuant to the TMP, there shall be no unauthorized overnight parking, no camping, or storage of vehicles, equipment or material. The TMP does allow for the County or its authorized designee to identify specific parking spots for overnight parking. There will be parking spots set aside for overnight CDOT Bustang/Outrider passenger parking only as required by CDOT. The County hereby authorizes SMART as its authorized designee for the purposes of accommodating said overnight parking for Bustang/Outrider passengers.

VI. Lawson Hill Intercept Parking and Public Transit Lot Management. The Intercept Parking Lot is currently being constructed in accordance with an Agreement between the County and the Colorado Department of Transportation, project C C500-009 (21755) dated May 3, 2017. The County hereby transfers the following management of the Intercept Parking Lot to SMART: snow plowing, snow shoveling, seasonal surface sweeping, restriping, replacement of damaged signs, landscape maintenance, restroom janitorial, trash and recycling pickup. In addition, SMART shall be responsible for all utilities associated with the Intercept Parking Lot and enforcement of any restrictive conditions imposed on the lot.

VII. Fairgrounds Parking Lot. SMART shall have permission to access the Fairgrounds Parking Lot for commuter parking and pickup/drop off. SMART will coordinate with the Fairgrounds staff regarding parking management during the County Fair and any special events. SMART agrees to share the cost of any damage mitigation of the Fairgrounds Parking Lot.

VIII. Use of Norwood Road & Bridge Shop Bus Barn. The County authorizes SMART to use two bays at the Norwood Road & Bridge Shop Bus Barn located at 39595 Highway 145, Norwood to park the West End route buses. SMART and/or its contractor is allowed to wash transit vehicles outside of the building and conduct light maintenance inside of the building such as checking fluid levels and cleaning the interior of the buses. SMART shall be responsible for maintaining the cleanliness of the two bays.

IX. Use of County Owned Fueling Stations. The County owns two fueling stations located at the Norwood Road & Bridge Shop and the Deep Creek Shop. SMART has obtained the State of Colorado fuel exemption necessary for the County to sell diesel fuel to SMART. The County will allow SMART to use the County fueling stations only for SMART branded vehicles as long as SMART maintains a valid fuel exemption certificate. SMART contractor owned/branded vehicles are not allowed to use the fueling stations. SMART will be invoiced monthly for the purchased fuel through the County fuel statement process, which shall include a 3-5% administration fee. All invoices shall be paid within thirty (30) days.

X. Assignment of Real Estate Transfer Assessment ("RETA"). The County shall continue to collect and assign and transfer all RETA funds received by the County to SMART.

XI. All Points Program. SMART shall support the All Points Transit Program, to include financial contributions, until other senior services can be provided. A summary of said program is attached as Exhibit "6",

XII. Complaints. SMART shall provide the County with copies of all communications received by users by the 15th of the month following the month in which they occurred. Every complaint, concern or suggestion concerning the Services received by SMART shall be responded to as promptly as practicable by SMART. The parties agree to meet on an as-needed basis to discuss complaint or other feedback received by either party.

XIII. Notice of Accidents and Legal Action. Each party shall notify the other party of any accident concerning the Services provided pursuant to this Agreement as promptly as practicable. Each party shall give the other party prompt notice of any suit or action filed and prompt notice of any claim made against either party arising out of the performance of this Agreement.

XI. Term. The term of this Agreement shall be effective as of the date first written above and shall terminate on December 31, 2019, provided, however, that this Agreement shall be automatically renewed for successive one year terms on the renewal term effective date of January 1, subject to either party having the right to terminate this Agreement upon providing at least ninety (90) days written notice of such termination to the other party prior to the termination effective date.

XII. Expanding Services and/or Equipment. The County Administrator and the SMART Executive Director/Administrator and their designated staffs shall meet no less than annually, during the third quarter of each calendar year, to discuss expansion of the Services and/or equipment used in providing the Services assumed by SMART herein.

XIII. Intergovernmental Memorandum of Agreement Between the Town of Mountain Village and San Miguel County entered into January 20, 2016 ("Mountain Village Van Pool Agreement"). The County and the Town of Mountain Village entered into an Intergovernmental Memorandum Agreement regarding vehicle maintenance services of the Montrose and Ridgway commuter vans on January 20, 2016. With reference to SMART's responsibility for assuming responsibility for managing the Ridgway and Montrose Van Pools as provided in Paragraphs II



and III herein, SMART shall enter into its own agreement(s) for vehicle maintenance services. While the County holds title to the vehicles, SMART shall ensure that they are maintained at the minimum standards as set forth by the manufacturer.

XIV. Miscellaneous Provisions.

- a) Amendment. This Agreement may only be amended by a written agreement signed by the parties hereto. This Agreement may be amended from time to time by written agreement duly authorized and signed by representatives of the parties hereto.
- b) Successors. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- c) Severability. Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.
- d) Adoption. This Agreement shall be effective on the approval of both the Board of Directors of SMART and the Board of County Commissioners of San Miguel County.
- e) Notices. All notices, demands, statements, and requests required or permitted to be given under this Agreement shall be served in writing and shall be deemed to have been properly given or served in any event upon actual receipt, whether received or not, three (3) working days following the depositing of the same in the United States mail, addressed to a party, first class, postage prepaid, by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated in accordance herewith:

County: San Miguel County  
c/o County Administrator  
PO Box 1170  
Telluride, CO 81435

SMART: San Miguel Authority for Regional Transportation  
c/o Executive Director/Administrator  
P.O. Box 3140  
Telluride, Colorado 81435

- f) Conformance with Laws. Each party hereto agrees to abide by and to conform to all applicable laws of the federal government, the state, and any body corporate and politic having any jurisdiction over the subject matter of this Agreement. Nothing

in this section contained, however, shall require any party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and by appropriate legal proceedings.

- g) Execution of Documents; Counterparts. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.
- h) Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as any waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether the same or of a different provision of this Agreement. Nothing in this Agreement shall be construed as a waiver of any defense or limitation available to either party through the Colorado Governmental Immunity Act (Colorado Revised Statutes § 24-10-101, *et seq.*, as amended).
- i) Enforcement. Every obligation assumed by or imposed upon either party by this Agreement shall be enforceable by the other party by appropriate action, suit, or proceeding at law or equity.
- j) Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this Agreement.
- k) TABOR Compliance. Notwithstanding anything to the contrary contained in this Agreement, neither the County nor SMART shall have any obligations under this Agreement, nor shall any payments be made in respect of any period after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefore by the Board of Directors of SMART in accordance with an annual budget adopted by the SMART Board of Directors and by the County in accordance with an annual budget adopted by the Board of County Commissioners, in compliance with the provisions of the Local Government Budget law (C.R.S. §29-1-101 *et seq.*), and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).
- l) Execution. This Agreement, including all attachments, constitutes the entire integrated and merged agreement among the County and SMART and incorporates all prior written or oral understandings and may be amended, supplemented or modified only by a written instrument duly executed by the parties. Receipt of a fully executed conformed copy of this Agreement shall serve as the County's notice to proceed.
- m) Authorization. Each party hereto warrants that the execution and performance of this Agreement has been duly authorized by members of each entity's governing

body at a duly constituted meeting. The County's execution of this Agreement is made and done pursuant to County of San Miguel Ordinance No. 2015-1 and SMART's execution of this Agreement is made and done pursuant to SMART Resolution #2017-032.

- n) Non-Waiver. One or more waivers by any party of any provision, term, condition or covenant herein shall not be construed by any other party as a waiver of any subsequent breach by any other party.
- o) Conflict Resolution. In the event of a conflict between the parties arising from the implementation or interpretation of this Agreement, it is agreed that SMART or the County may call a formal meeting to attempt to resolve said conflict. Said meeting shall be called by providing ten (10) days written notice to the other.
- p) No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, including any contractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties with respect to third parties shall remain as imposed by law.

IN WITNESS WHEREOF, the County and SMART have caused this Agreement to be executed this 23<sup>rd</sup> day of January, 2019.

**SAN MIGUEL COUNTY, COLORADO:**

BY: Kris Holstrom  
Kris Holstrom, Chair of the Board of County Commissioners

ATTEST:

Carmen X. Warfield  
Carmen Warfield, Clerk to the Board

**SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION:**

BY: Todd Brown  
Todd Brown, CHAIR OF BOARD

ATTEST:

Dan Avill

## LIST OF EXHIBITS

1. Special Warranty Deed for the Lawson Hill Lot
2. Map of the Fairgrounds Parking Lot
3. Regional Service Schedule and Route Map
4. Shuttle Van Program Scope of Services
5. Transportation Management Plan for Lot HUB-2C, Lawson Hill
6. All Points Transit Program Summary

## REGIONAL SERVICE SCHEDULE

Obligation	Responsible Party	Comments
<b>Regional Bus Service</b>		
<b>Norwood:</b> Capacity for 50-60 riders over at least 2 trips in the morning from Norwood to Telluride and 2 trips in the evening from Telluride to Norwood, as generally set forth in the Schedule for 2017 attached hereto, as may be amended from time to time by SMART	SMART	2017 Schedule is attached  Buses used for the Norwood route will be parked overnight in the San Miguel County shop at 39571 CO Highway 145
<b>Down Valley/Placerville:</b> Capacity for 20 riders minimum with 1 trip mid-day and 1 trip in the evening, as generally set forth in the Schedule for 2017 attached hereto, as may be amended from time to time by SMART		2017 Schedule is attached
<b>Lawson Hill:</b> Capacity of 15 riders during the season that is currently split with the Town of Telluride as follows:		2017 Schedule is attached

Z:\Special Districts\SMART\2018 IGA SMC - SMART 12.14.18.docx

State Documentary Fee	
Date	MAY 13, 2004
\$	EXEMPT RJG

366163

Page 1 of 3

SAN MIGUEL COUNTY, CO

DORIS RUFFE CLERK-RECORDER

05-13-2004 11:27 AM Record Fee \$0.00

366163

**SPECIAL WARRANTY DEED AND  
DECLARATION OF RESTRICTIVE USE COVENANTS**

THIS SPECIAL WARRANTY DEED and DECLARATION OF RESTRICTIVE USE COVENANTS is made as of this 11<sup>th</sup> day of May, 2004 ("Effective Date"), by and between LOT A-1, LAWSON HILL, LLC, a Colorado limited liability company, whose address 200 San Miguel River Drive, Telluride, Colorado 81435 ("Grantor") and SAN MIGUEL COUNTY, COLORADO, acting by and through THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, whose address is 333 W. Colorado Ave., P.O. Box 1170, Telluride, Colorado 81435 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, including the compliance with the covenants and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Grantee, its successors and assigns forever, and warrants the title against all persons claiming under the Grantor, all the real property together with road right of way improvements, if any, situate, lying and being in San Miguel County, Colorado, more particularly described as follows ("Property"):

Lot HUB-2C, Lawson Hill PUD, as the same are shown and established on that certain Replat ("Replat") recorded on May 13, 2004, in Reception No. 366152, Plat Book 1, at Page 3272 in the official records of the Clerk and Recorder for San Miguel County, Colorado ("Official Records").

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above conveyed premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property above conveyed and described, with the appurtenances unto Grantee, its successors and assigns forever, subject to all agreements, easements, covenants and restrictions of record and further subject to the covenants and restrictions contained herein.

**RESTRICTIVE COVENANT**

By its acceptance of the delivery of this deed, Grantor and Grantee agree to the following covenants, restrictions, rights, duties and obligations ("Covenants"):

- (i) That the Property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes, any such uses shall be consistent with a transportation management plan adopted by San Miguel County, which possible uses, as well as related ancillary uses, include by way of illustration, and not as a limitation, a vehicle parking lot operated for use by members of the public, a bus shelter, a bicycle shelter, public restrooms, a public gondola station and/or facilities related to a public gondola system, and other similar public transit facilities, all such facilities shall be constructed in compliance with applicable Lawson Hill PUD Design Review Board standards and requirements;
- (ii) That the Property may not be used for the following purposes: non-public transit related office facilities, storage of materials or equipment, the repair and/or maintenance of motor vehicles, and commercial uses, including, but not limited to, lodging, convenience stores, restaurants, or retail stores; and

366163 05/13/2001 Page 2 of 3

- (iii) That no permanent or temporary structure or improvement, other than those of the type and nature permitted herein, may be placed, constructed or otherwise installed on the Property.

The Covenants granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the Property and shall be binding upon and shall inure to the benefit of, and be a burden upon, the heirs, designees, successors and assigns of the Grantor and Grantee.

This Deed and the rights and obligations of Grantor and Grantee, including the Covenants, shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any interference or threatened interference with the property interest herein granted or with the other rights and obligations of the Parties hereunder, a party may pursue all available remedies, including, without limitation, injunctive relief or specific performance to ensure performance of another party's obligations hereunder. In any action for enforcement of rights hereunder, the prevailing party shall be entitled to an award for recovery of their reasonable actual costs and fees, including reasonable attorney fees incurred.

[SIGNATURES APPEAR ON THE NEXT PAGE]

366163 15/13/2004 Page 3 of 3

IN WITNESS WHEREOF, Grantor and Grantee have each executed this instrument intending it to become effective as of the Effective Date.

**GRANTOR:**

LOT A-1, LAWSON HILL, LLC,  
a Colorado limited liability company

By: [Signature]  
William Ellison, Manager

Date: 5/11/04

STATE OF COLORADO )  
COUNTY OF SAN MIGUEL ) ss.

Acknowledged, subscribed and sworn to before me this 11 day of May, 2004 by William Ellison, Manager of Lot A-1, Lawson Hill, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 4/5/08**GRANTEE:**

SAN MIGUEL COUNTY, COLORADO, ACTING BY AND THROUGH  
THE BOARD OF COUNTY COMMISSIONERS  
OF SAN MIGUEL COUNTY, COLORADO

By: [Signature]  
Vern Ebert, Chair

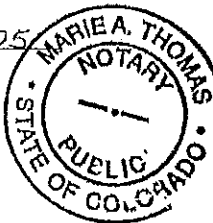
Date: 5-11-04

STATE OF COLORADO )  
COUNTY OF SAN MIGUEL ) ss.

ACKNOWLEDGED before me this 11 day of May, 2004, by Vern Ebert who acknowledged himself to be the Chair of the Board of County Commissioners of San Miguel County, Colorado.

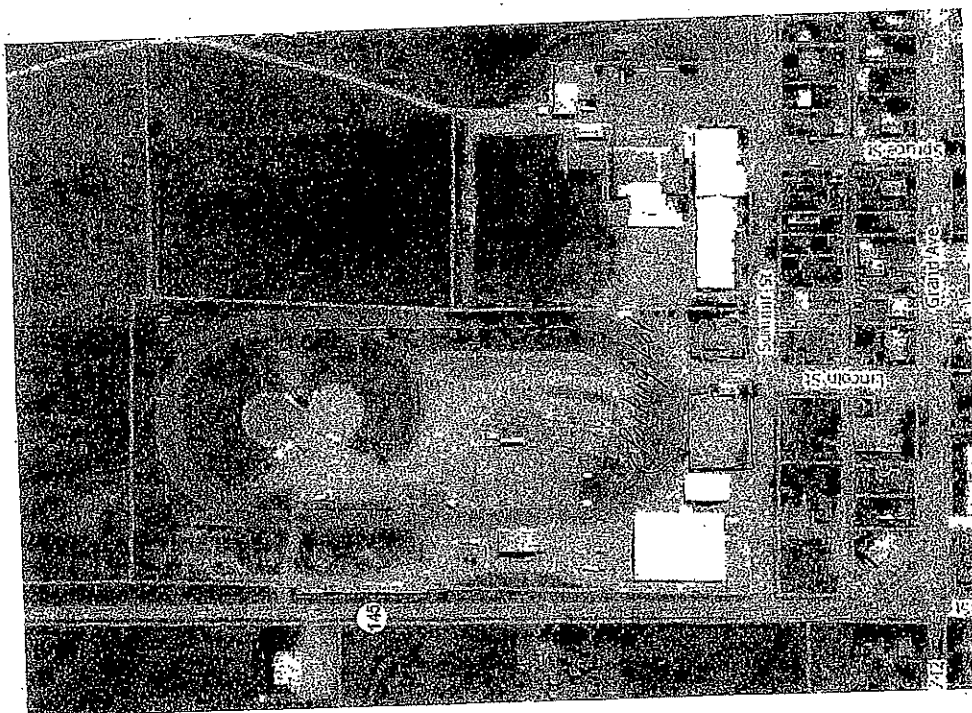
Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 02/05/05



Fairgrounds Parking  
Lot



## REGIONAL SERVICE SCHEDULE

Obligation	Responsible Party	Comments
<b>Regional Bus Service</b>		
<b>Norwood:</b> Capacity for 50-60 riders over at least 2 trips in the morning from Norwood to Telluride and 2 trips in the evening from Telluride to Norwood, as generally set forth in the Schedule for 2017 attached hereto, as may be amended from time to time by SMART	SMART	2017 Schedule is attached  Buses used for the Norwood route will be parked overnight in the San Miguel County shop at 39571 CO Highway 145
<b>Down Valley/Placerville:</b> Capacity for 20 riders minimum with 1 trip mid-day and 1 trip in the evening, as generally set forth in the Schedule for 2017 attached hereto, as may be amended from time to time by SMART		2017 Schedule is attached
<b>Lawson Hill:</b> Capacity of 15 riders during the season that is currently split with the Town of Telluride as follows:		2017 Schedule is attached

**FREE DAILY**

<u>Depart</u>	<u>Upper</u>	<u>Upper</u>	<u>Arrive</u>
<u>Cathouse</u>	<u>Leviston</u>	<u>Leviston</u>	<u>Burnhouse</u>

7:00am	7:15am	7:15am	7:30am
7:30am	7:45am	7:45am	8:00am
8:00am	8:15am	8:15am	8:30am
8:30am	8:45am	8:45am	9:00am
9:00am	9:15am	9:15am	9:30am
9:30am	9:45am	9:45am	10:00am
11:30am	11:45am	12:25pm	12:45pm
3:00pm	3:15pm	3:15pm	3:30pm
4:30pm	4:45pm	4:45pm	5:00pm
5:00pm	5:15pm	5:15pm	5:30pm
5:30pm	5:45pm	5:45pm	6:00pm
6:00pm	6:15pm	6:15pm	6:30pm
6:30pm	6:45pm	6:45pm	7:00pm
7:00pm	7:15pm	7:15pm	7:30pm
7:30pm	7:45pm	7:45pm	8:00pm
8:00pm	8:15pm	8:15pm	8:30pm
8:30pm	8:45pm	8:45pm	9:00pm
9:00pm	9:15pm	9:15pm	9:30pm
9:30pm	9:45pm	9:45pm	10:00pm

Route runs Monday to Friday only.  
 Pass Transit Point Service.

Next day advanced notification requested.

**MONDAY - FRIDAY - 9:00AM - 5:00PM**

'Route operates as Nonvlded.

[illegible]

### SATURDAY/SUNDAY SCHEDULE

Depart Placeville	Lavardin RH	Arrive Combrunet
8:00am	On Request	8:30am -
Depart Dourbanne	Lavardin RH	Arrive Placeville
8:45am	On Request	9:35am

The first Coase was introduced from the body of the audience in 1931. Coincided with the recent income of a Millionaire 1931. Coincided with the recent income of a Millionaire 1931.



NORWOOD SHOOTING \$2

## N Forward to Telluride

MONDAY - FRIDAY SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:55am	7:25am	No Service	No Service	8:00am	8:00am	8:00am
7:55am	8:00am	On Request	On Request	8:00am	8:00am	8:00am

## Nitelluride to Norwood

Tallinn		Laukoj		Pärnville		Härnand	
6:05pm	No Service	5:25pm	6:00pm				
5:20pm	On Request	5:40pm	6:15pm				

## WEEKEND SCHEDULE

Monitored	Placed/In	Between	Taken/Out
7:30am	8:00am	On Request	8:55am
Taken/Out	Leave/In	Placed/In	Monitored
5:50pm	On Request	5:52pm	6:00pm

**→ Lawson Hill to Norwood pickups only.**

### SHUTTLE VAN PROGRAM SCOPE OF SERVICES

The shuttle van program runs one van every weekday morning, excluding national holidays, from Montrose to Telluride and one van from Ridgway to Telluride. The shuttle van program also runs one van every weekday evening, excluding national holidays, from Telluride to Montrose and one van from Telluride to Ridgway. The vans are 15 person vans.

449014  
Page 1 of 7  
SAN MIGUEL COUNTY, CO  
M. KATHLEEN ERIE, CLERK-RECORDER  
06-16-2017 08:15 AM Recording Fee \$0.00

Reception #448769 Re-recorded to omit the reference to "lease" in Whereas ¶ four.

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF SAN MIGUEL COUNTY, COLORADO,  
ADOPTING A TRANSPORTATION MANAGEMENT PLAN FOR LOT HUB-2C,  
LAWSON HILL FOR USE AS A PUBLIC PARK & RIDE FACILITY  
AND PUBLIC TRANSIT FUNCTIONS**

**Resolution 2017-016**

**WHEREAS**, San Miguel County acquired Lot Hub-2C in the Lawson Hill (LH) PUD for use as an Intercept Parking & Public Transit Lot. The Warranty Deed & Restrictive Use Covenants for this property specifies that the property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes consistent with a transportation management plan adopted by San Miguel County;

**WHEREAS**, the primary, long-term purpose of this Intercept Parking lot is to provide free, public, day-use parking for both commuters, including Lawson Hill residents, and visitors who would then use alternative transportation such as a bus or bicycle and/or carpool to travel to and from the Towns of Telluride, Mountain Village, or elsewhere in the region. The intent of this intercept parking is to function as part of an overall regional transportation system to reduce vehicle trips to and from Telluride or Mountain Village, reduce traffic on the West Colorado Avenue Spur and to relieve parking demands within these towns;

**WHEREAS**, as part of the Special Warranty Deed that granted this property to San Miguel County in 2004, there is a Declaration of Restrictive Use Covenant (Attachment II) that the County as the "Grantee" accepted and agreed to follow. The Covenant sets out what the property may be used for together with what the property may not be used for and the Covenant provides examples of both. The Covenant goes on to state that any such public parking of vehicles and/or transit functions and related ancillary purposes, shall be consistent with a Transportation Management Plan (TMP) adopted by San Miguel County;

**WHEREAS**, the Board of County Commissioners (BOCC) may in its discretion consider authorizing temporary uses as set out in the Transportation Management Plan. The BOCC or its designee may authorize overnight parking of unoccupied vehicles and may also authorize the use of this facility for special event parking. The TMP will be implemented and managed by the BOCC, its designee or an assigned party. This TMP may be amended or modified by the BOCC in its sole discretion consistent with the terms of the Restrictive Use Covenants as needed to respond to changing circumstances and conditions;

**WHEREAS**, in a March 16, 2017 letter, Nicole Pieterse, on behalf of Lot A-1, Lawson Hill LLC, identified a number of items in the draft TMP that she states must be revised to ensure compliance with the LH PUD and the 2004 deed restriction. In response the County has advised Nicole Pieterse that it's the BOCC's considered position that the revised draft TMP that is to be considered by the BOCC is in fact consistent with the 2004 Special Warranty Deed and the Declaration of Restrictive Use Covenants;

449014 06-16-2017 Page 2 of 7

**WHEREAS**, the County is entering into a contract to develop a final design for a Park & Ride facility on Lot Hub-2C. The County reserves its legal right to amend the number of intercept parking spaces specified in the Lawson Hill PUD plan approvals to provide a different number of intercept parking spaces;

**WHEREAS**, the County Planning Department sent out a memo and the draft TMP to the Colorado Department of Transportation, the Lawson Hill Property Owner's Company, the owners of the neighboring Lawson Hill "Hub" lots, the towns of Telluride and Mountain Village, the County Sheriff, the Telluride Fire Protection District, other County staff members, and the BOCC requesting that they review the draft TMP and provide comments, suggestions and/or edits to the TMP;

**WHEREAS**, the Board of County Commissioners considered the attached Transportation Management Plan, along with relevant evidence and testimony from the public, at a public meeting held on May 24, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of San Miguel County, Colorado, hereby unanimously adopts the Transportation Management Plan (Attachment I) for Lot Hub-2C, Lawson Hill for use as a Public Park & Ride Facility and Public Transit Functions.

**DONE AND APPROVED** by the Board of County Commissioners of San Miguel County, Colorado, on May 31, 2017.

**SAN MIGUEL COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

By: Joan May  
Joan May, Chair

Vote:	Joan May	<u>Aye</u>	Nay	Abstain	Absent
	Kris Holstrom	<u>Aye</u>	Nay	Abstain	Absent
	Hilary Cooper	<u>Aye</u>	Nay	Abstain	Absent

**ATTEST:**

By: Armen P. [Signature]  
Chief Deputy Clerk

Attachment I: Transportation Management Plan for Lot Hub-2C, Lawson Hill PUD  
Attachment II: Special Warranty Deed and Declaration of Restrictive Use Covenants

[text/lawson/lot.hub2c.lhpud.transport.plan.reso]

## ATTACHMENT I

**SAN MIGUEL COUNTY TRANSPORTATION MANAGEMENT PLAN FOR  
LOT HUB-2C, LAWSON HILL PUD FOR USE AS A PUBLIC PARK  
& RIDE FACILITY AND FOR PUBLIC TRANSIT FUNCTIONS**

In May 2004, San Miguel County acquired Lot Hub-2C in the Lawson Hill (LH) PUD for use as an Intercept Parking & Public Transit Lot. The Warranty Deed & Restrictive Use Covenants for this property specifies that the property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes consistent with a transportation management plan adopted by San Miguel County. The following is the San Miguel County Board of Commissioners' (BOCC) policy statement concerning the use of this Intercept Parking, Public Transit Lot, and Park & Ride facility and is intended to serve as the Transportation Management Plan as required by the Special Warranty Deed and Declaration of Restrictive Use Covenants recorded with the County Clerk & Recorder on May 13, 2004 at reception #36616. A copy of the Special Warranty Deed and Declaration of Restrictive Use Covenants is attached to this Transportation Management Plan.

In November 2016 San Miguel County was notified that it had been awarded \$1.5 million dollars in CDOT SB 228 Transportation Infrastructure funding to develop Lot Hub-2C as a Park & Ride facility and transit station. All such facilities shall be constructed in compliance with applicable Lawson Hill PUD Design Review Board standards and requirements as well as applicable CDOT requirements.

The primary, long-term purpose of this Intercept Parking lot is to provide free, public, day-use parking for both commuters, including Lawson Hill residents, and visitors who would then use alternative transportation such as a bus or bicycle and/or carpool to travel to and from the Town of Telluride, Mountain Village, or elsewhere in the region. The intent of this Intercept Parking is to function as part of an overall regional transportation system to reduce vehicle trips to and from Telluride or Mountain Village, reduce traffic on the West Colorado Avenue Spur and to relieve parking demands within these towns.

The Intercept Parking Lot / Park & Ride facility is not to be used by businesses or residences within the Lawson Hill PUD or in the region to satisfy the on-site parking requirements for their businesses as set forth in the Lawson Hill PUD Development Plan and Land Use Matrix. This policy is not intended to prevent Lawson Hill residents or businesses from using the intercept parking & Park & Ride lot consistent with its primary purpose as stated herein. The Board of County Commissioners (BOCC) may consider authorizing individual businesses within the Lawson PUD to use a portion of Lot Hub-2C on a temporary/short-term basis to provide additional employee parking and/or overflow parking and/or for temporary staging for their business. The BOCC may, at its sole discretion, authorize such temporary uses if, and when, it determines that such uses would not interfere with or displace commuter parking, Park & Ride opportunities or public transit functions. The BOCC will prioritize authorizing temporary/short-term uses for those uses that are trip reducing and reduce vehicle trips to and from Telluride or Mountain Village, reduce traffic on the West Colorado Avenue Spur, reduce truck parking on Society Drive, and relieve parking demands within the towns.

This Intercept Parking Lot is not intended to be used for overnight parking, camping, or for storage of vehicles, equipment or material (overnight camping in vehicles or on the lot is prohibited unless specifically authorized by the BOCC's or its authorized designee(s)). The BOCC or its authorized designee may identify specific parking spaces for overnight parking of unoccupied vehicles and may authorize such overnight parking in its discretion; this policy is not

449014 06-16-2017 Page 4 of 7

intended to preclude overnight parking of bicycles, electric scooters or similar clean energy transportation, or similar non-motorized transportation. The County will inform the LHPOC of actions taken to authorize overnight parking of unoccupied vehicles within the County Park and Ride facility.

The BOCC may consider and authorize the use of this Intercept Parking for special event vehicle parking, such as the Bluegrass Festival and similar festivals and events. The considerations for authorizing this Intercept Parking Lot to be used for special events would be the potential adverse impact on commuters, visitors, and Lawson Hill residents, to include a finding that the temporary use for festivals or special events would have minimal adverse short-term impacts and is reasonably necessary to achieve a valid public purpose. The County will refer such requests for temporary use for festivals or special events to the Lawson Hill Property Owner's (LHPOC) and to neighboring landowners, including the owners of the "Hub" lots, that may impact Lawson Hill businesses, residents or the association and will consider all referral comments provided by the LHPOC and the neighboring landowners.

The BOCC may also authorize Lot Hub-2C to be used by the Sheriff, Telluride Fire Protection District, and other emergency service entities for staging and as a command center in the event of a local or regional emergency.

As set forth in the Special Warranty Deed and Declaration of Restrictive Use Covenants by and between Lot A-1, Lawson Hill, LLC and San Miguel County, the Property may not be used for the following purposes: non-public transit related office facilities, storage of materials or equipment, the repair and/or maintenance of motor vehicles, and commercial uses, including but not limited to, lodging, convenience stores, restaurants, or retail stores (to include on-site) vending. This limitation on storage of materials or equipment does not include snow storage where the County has authorized such snow storage from businesses within the Lawson Hill PUD with an approved operations, drainage and removal/clean-up plan.

It is the policy of the County to ensure that use of this Intercept Parking, Public Transit Lot and Park & Ride facility is to be consistent with this Transportation Management Plan as adopted by the BOCC per Resolution 2017-016 dated and recorded on June 1, 2017.

This Transportation Management Plan will be implemented and managed by the BOCC, its designee or an assigned party.

This Transportation Management Plan may be amended or modified by the BOCC in its sole discretion consistent with the terms of the Declaration of Restrictive Use Covenants as needed to respond to changing circumstances and conditions.

Attachment II: Warranty Deed & Restrictive Covenants



449014 06-16-2017 Page 5 of 7

366163  
 Page 1 of 3  
 SAN MIGUEL COUNTY, CO  
 DORIS RUFFE CLERK-RECORDER  
 05-13-2004 11:27 AM Recording Fee \$0.00

366163

State Documentary Fee	
Date	MAY 13, 2004
\$	EXEMPT RJG

**SPECIAL WARRANTY DEED AND  
 DECLARATION OF RESTRICTIVE USE COVENANTS**

**ATTACHMENT II**

**THIS SPECIAL WARRANTY DEED and DECLARATION OF RESTRICTIVE USE COVENANTS** is made as of this 11<sup>th</sup> day of May, 2004 ("Effective Date"), by and between LOT A-1, LAWSON HILL, LLC, a Colorado limited liability company, whose address 200 San Miguel River Drive, Telluride, Colorado 81435 ("Grantor") and SAN MIGUEL COUNTY, COLORADO, acting by and through THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, whose address is 333 W. Colorado Ave., P.O. Box 1170, Telluride, Colorado 81435 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, including the compliance with the covenants and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Grantee, its successors and assigns forever, and warrants the title against all persons claiming under the Grantor, all the real property together with road right of way improvements, if any, situate, lying and being in San Miguel County, Colorado, more particularly described as follows ("Property"):

Lot HUB-2C, Lawson Hill PUD, as the same are shown and established on that certain Replat ("Replat") recorded on May 13, 2004, in Reception No. 366152, Plat Book 1, at Page 3272 in the official records of the Clerk and Recorder for San Miguel County, Colorado ("Official Records").

**TOGETHER WITH** all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above conveyed premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the Property above conveyed and described, with the appurtenances unto Grantee, its successors and assigns forever, subject to all agreements, easements, covenants and restrictions of record and further subject to the covenants and restrictions contained herein.

**RESTRICTIVE COVENANT**

By its acceptance of the delivery of this deed, Grantor and Grantee agree to the following covenants, restrictions, rights, duties and obligations ("Covenants"):

- (i) That the Property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes, any such uses shall be consistent with a transportation management plan adopted by San Miguel County, which possible uses, as well as related ancillary uses, include by way of illustration, and not as a limitation, a vehicle parking lot operated for use by members of the public, a bus shelter, a bicycle shelter, public restrooms, a public gondola station and/or facilities related to a public gondola system, and other similar public transit facilities, all such facilities shall be constructed in compliance with applicable Lawson Hill PUD Design Review Board standards and requirements;
- (ii) That the Property may not be used for the following purposes: non-public transit related office facilities, storage of materials or equipment, the repair and/or maintenance of motor vehicles, and commercial uses, including, but not limited to, lodging, convenience stores, restaurants, or retail stores; and

449014 06-16-2017 Page 6 of 7

366163 05/13/2001 Page 2 of 3

- (iii) That no permanent or temporary structure or improvement, other than those of the type and nature permitted herein, may be placed, constructed or otherwise installed on the Property.

The Covenants granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the Property and shall be binding upon and shall inure to the benefit of, and be a burden upon, the heirs, designees, successors and assigns of the Grantor and Grantee.

This Deed and the rights and obligations of Grantor and Grantee, including the Covenants, shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any interference or threatened interference with the property interest herein granted or with the other rights and obligations of the Parties hereunder, a party may pursue all available remedies, including, without limitation, injunctive relief or specific performance to ensure performance of another party's obligations hereunder. In any action for enforcement of rights hereunder, the prevailing party shall be entitled to an award for recovery of their reasonable actual costs and fees, including reasonable attorney fees incurred.

[SIGNATURES APPEAR ON THE NEXT PAGE]

449014 06-16-2017 Page 7 of 7

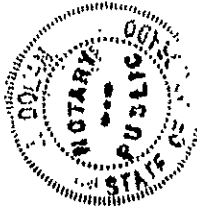
346143 15/13/2004 Page 1 of 1

IN WITNESS WHEREOF, Grantor and Grantee have each executed this instrument intending it to become effective as of the Effective Date.

**GRANTOR:**

LOT A-1, LAWSON HILL, LLC,  
a Colorado limited liability company

By: [Signature]  
William Ellison, Manager

Date: 5/11/04

STATE OF COLORADO )  
COUNTY OF SAN MIGUEL ) ss.

Acknowledged, subscribed and sworn to before me this 11 day of May, 2004 by William Ellison, Manager of Lot A-1, Lawson Hill, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 4/5/08**GRANTEE:**

SAN MIGUEL COUNTY, COLORADO, ACTING BY AND THROUGH  
THE BOARD OF COUNTY COMMISSIONERS  
OF SAN MIGUEL COUNTY, COLORADO

By: [Signature]  
Vern Ebert, Chair

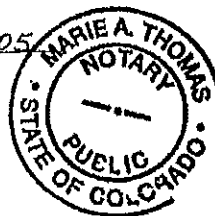
Date: 5-11-04

STATE OF COLORADO )  
COUNTY OF SAN MIGUEL ) ss.

ACKNOWLEDGED before me this 11 day of May, 2004, by Vern Ebert who acknowledged himself to be the Chair of the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 02/05/05



### All Points Transit

#### Current Services in San Miguel County - SMART 2018 Service Planning

##### 1. Norwood Area Dial-A-Ride

Pre-scheduled, door-to-door, ADA accessible, driver-assisted transportation for seniors, people with disabilities and others in need in Norwood and the surrounding area. Performs occasional trips to Grand Junction or Montrose; mainly transports passengers to services in Norwood, including:

- Medical appointments, including the Uncompahgre Medical Center, physical therapy, mental health
- Lunch at the Community Center
- Grocery Store, Post Office, personal needs
- Other needs as requested

##### Fares:

Seniors 60+: \$3.50 each way local / \$5.00 each way regional

ADA/ GP: \$5.00 each way

To Grand Junction: \$10 each way

Service Hours: Available 6:00am to 4:00pm, Monday through Friday. Norwood van typically runs Monday, Tuesday and Thursday to group trips on senior lunch days. Closed the last Friday of the month for training and vehicle maintenance.

Current operational revenue support for this program:

- San Miguel County Health and Human Services
- Vouchers from Region 10 Area Agency on Aging
- Medicaid Non Emergent Medical Transportation (NEMT)
- Telluride Foundation (Wrap Around Services Collaborative Grant)
- Fares, donations and grants

Capital support / vehicles comes from CDOT / FTA grants

##### 2. Regional Medical Shuttle (offered in partnership with Tri-County Health Network and the Telluride Foundation)

Pre-scheduled, ADA accessible transportation brings passengers to Montrose up to 7 times per month and Grand Junction up to 2 times per month; available on set days throughout the month to group rides. Serving the communities Nuclea, Naturita, Norwood, Telluride, Placerville and Ridgway. This service only runs when there is a medical appointment. Once the van is running, other passengers can ride for any purpose.

##### Fares:

Medical Appointment: \$5 suggested donation

Other Passengers: \$10 round trip fare (\$5 each way)

Current revenue support for this program:

- Tri-County Health Network (Reimbursement for costs, minus fares and Medicaid collection. Provided vehicle)
- Medicaid NEMT
- Fares and donations

Information is current as of 11/6/2017. Questions? Concerns? Want to talk transit? Call Sarah Curtis, Executive Director at 970-249-8865 or email [scurtis@allpointstransit.org](mailto:scurtis@allpointstransit.org)

**EXHIBIT C**





**EXHIBIT D**

Page 1 of 7

SAN MIGUEL COUNTY, CO

M. KATHLEEN ERIE, CLERK-RECORDER

06-01-2017 08:30 AM Recording Fee \$0.00

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF SAN MIGUEL COUNTY, COLORADO,  
ADOPTING A TRANSPORTATION MANAGEMENT PLAN FOR LOT HUB-2C,  
LAWSON HILL FOR USE AS A PUBLIC PARK & RIDE FACILITY  
AND PUBLIC TRANSIT FUNCTIONS**

**Resolution 2017-016**

**WHEREAS**, San Miguel County acquired Lot Hub-2C in the Lawson Hill (LH) PUD for use as an Intercept Parking & Public Transit Lot. The Warranty Deed & Restrictive Use Covenants for this property specifies that the property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes consistent with a transportation management plan adopted by San Miguel County;

**WHEREAS**, the primary, long-term purpose of this Intercept Parking lot is to provide free, public, day-use parking for both commuters, including Lawson Hill residents, and visitors who would then use alternative transportation such as a bus or bicycle and/or carpool to travel to and from the Towns of Telluride, Mountain Village, or elsewhere in the region. The intent of this intercept parking is to function as part of an overall regional transportation system to reduce vehicle trips to and from Telluride or Mountain Village, reduce traffic on the West Colorado Avenue Spur and to relieve parking demands within these towns;

**WHEREAS**, as part of the Special Warranty Deed that granted this property to San Miguel County in 2004, there is a Declaration of Restrictive Use Covenant (Attachment II) that the County as the "Grantee" accepted and agreed to follow. The Covenant sets out what the property may be used for together with what the property may not be used for and the Covenant provides examples of both. The Covenant goes on to state that any such public parking of vehicles and/or transit functions and related ancillary purposes, shall be consistent with a Transportation Management Plan (TMP) adopted by San Miguel County;

**WHEREAS**, the Board of County Commissioners (BOCC) may in its discretion consider authorizing temporary leases and uses as set out in the Transportation Management Plan. The BOCC or its designee may authorize overnight parking of unoccupied vehicles and may also authorize the use of this facility for special event parking. The TMP will be implemented and managed by the BOCC, its designee or an assigned party. This TMP may be amended or modified by the BOCC in its sole discretion consistent with the terms of the Restrictive Use Covenants as needed to respond to changing circumstances and conditions;

**WHEREAS**, in a March 16, 2017 letter, Nicole Pieterse, on behalf of Lot A-1, Lawson Hill LLC, identified a number of items in the draft TMP that she states must be revised to ensure compliance with the LH PUD and the 2004 deed restriction. In response the County has advised Nicole Pieterse that it's the BOCC's considered position that the revised draft TMP that is to be considered by the BOCC is in fact consistent with the 2004 Special Warranty Deed and the Declaration of Restrictive Use Covenants;

**WHEREAS**, the County is entering into a contract to develop a final design for a Park & Ride facility on Lot Hub-2C. The County reserves its legal right to amend the number of intercept parking spaces specified in the Lawson Hill PUD plan approvals to provide a different number of intercept parking spaces;

**WHEREAS**, the County Planning Department sent out a memo and the draft TMP to the Colorado Department of Transportation, the Lawson Hill Property Owner's Company, the owners of the neighboring Lawson Hill "Hub" lots, the towns of Telluride and Mountain Village, the County Sheriff, the Telluride Fire Protection District, other County staff members, and the BOCC requesting that they review the draft TMP and provide comments, suggestions and/or edits to the TMP;

**WHEREAS**, the Board of County Commissioners considered the attached Transportation Management Plan, along with relevant evidence and testimony from the public, at a public meeting held on May 24, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of San Miguel County, Colorado, hereby unanimously adopts the Transportation Management Plan (Attachment I) for Lot Hub-2C, Lawson Hill for use as a Public Park & Ride Facility and Public Transit Functions.

**DONE AND APPROVED** by the Board of County Commissioners of San Miguel County, Colorado, on May 31, 2017.

**SAN MIGUEL COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

By: Joan May  
Joan May, Chair

Vote:	Joan May	<u>Aye</u>	Nay	Abstain	Absent
	Kris Holstrom	<u>Aye</u>	Nay	Abstain	Absent
	Hilary Cooper	<u>Aye</u>	Nay	Abstain	Absent

ATTEST:

By: Carmen J. L. [Signature]  
Chief Deputy Clerk

Attachment I: Transportation Management Plan for Lot Hub-2C, Lawson Hill PUD  
Attachment II: Special Warranty Deed and Declaration of Restrictive Use Covenants

[text/lawson/lot.hub2c.lhpud.transport.plan.reso]



## ATTACHMENT I

**SAN MIGUEL COUNTY TRANSPORTATION MANAGEMENT PLAN FOR  
LOT HUB-2C, LAWSON HILL PUD FOR USE AS A PUBLIC PARK  
& RIDE FACILITY AND FOR PUBLIC TRANSIT FUNCTIONS**

In May 2004, San Miguel County acquired Lot Hub-2C in the Lawson Hill (LH) PUD for use as an Intercept Parking & Public Transit Lot. The Warranty Deed & Restrictive Use Covenants for this property specifies that the property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes consistent with a transportation management plan adopted by San Miguel County. The following is the San Miguel County Board of Commissioners' (BOCC) policy statement concerning the use of this Intercept Parking, Public Transit Lot, and Park & Ride facility and is intended to serve as the Transportation Management Plan as required by the Special Warranty Deed and Declaration of Restrictive Use Covenants recorded with the County Clerk & Recorder on May 13, 2004 at reception #36616. A copy of the Special Warranty Deed and Declaration of Restrictive Use Covenants is attached to this Transportation Management Plan.

In November 2016 San Miguel County was notified that it had been awarded \$1.5 million dollars in CDOT SB 228 Transportation Infrastructure funding to develop Lot Hub-2C as a Park & Ride facility and transit station. All such facilities shall be constructed in compliance with applicable Lawson Hill PUD Design Review Board standards and requirements as well as applicable CDOT requirements.

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The Intercept Parking Lot / Park & Ride facility is not to be used by businesses or residences within the Lawson Hill PUD or in the region to satisfy the on-site parking requirements for their businesses as set forth in the Lawson Hill PUD Development Plan and Land Use Matrix. This policy is not intended to prevent Lawson Hill residents or businesses from using the intercept parking & Park & Ride lot consistent with its primary purpose as stated herein. The Board of County Commissioners (BOCC) may consider authorizing individual businesses within the Lawson PUD to use a portion of Lot Hub-2C on a temporary/short-term basis to provide additional employee parking and/or overflow parking and/or for temporary staging for their business. The BOCC may, at its sole discretion, authorize such temporary uses if, and when, it determines that such uses would not interfere with or displace commuter parking, Park & Ride opportunities or public transit functions. The BOCC will prioritize authorizing temporary/short-term uses for those uses that are trip reducing and reduce vehicle trips to and from Telluride or Mountain Village, reduce traffic on the West Colorado Avenue Spur, reduce truck parking on Society Drive, and relieve parking demands within the towns.

This Intercept Parking Lot is not intended to be used for overnight parking, camping, or for storage of vehicles, equipment or material (overnight camping in vehicles or on the lot is prohibited unless specifically authorized by the BOCC's or its authorized designee(s)). The BOCC or its authorized designee may identify specific parking spaces for overnight parking of unoccupied vehicles and may authorize such overnight parking in its discretion; this policy is not

intended to preclude overnight parking of bicycles, electric scooters or similar clean energy transportation, or similar non-motorized transportation. The County will inform the LHPOC of actions taken to authorize overnight parking of unoccupied vehicles within the County Park and Ride facility.

The BOCC may consider and authorize the use of this Intercept Parking for special event vehicle parking, such as the Bluegrass Festival and similar festivals and events. The considerations for authorizing this Intercept Parking Lot to be used for special events would be the potential adverse impact on commuters, visitors, and Lawson Hill residents, to include a finding that the temporary use for festivals or special events would have minimal adverse short-term impacts and is reasonably necessary to achieve a valid public purpose. The County will refer such requests for temporary use for festivals or special events to the Lawson Hill Property Owner's (LHPOC) and to neighboring landowners, including the owners of the "Hub" lots, that may impact Lawson Hill businesses, residents or the association and will consider all referral comments provided by the LHPOC and the neighboring landowners.

The BOCC may also authorize Lot Hub-2C to be used by the Sheriff, Telluride Fire Protection District, and other emergency service entities for staging and as a command center in the event of a local or regional emergency.

As set forth in the Special Warranty Deed and Declaration of Restrictive Use Covenants by and between Lot A-1, Lawson Hill, LLC and San Miguel County, the Property may not be used for the following purposes: non-public transit related office facilities, storage of materials or equipment, the repair and/or maintenance of motor vehicles, and commercial uses, including but not limited to, lodging, convenience stores, restaurants, or retail stores (to include on-site) vending. This limitation on storage of materials or equipment does not include snow storage where the County has authorized such snow storage from businesses within the Lawson Hill PUD with an approved operations, drainage and removal/clean-up plan.

It is the policy of the County to ensure that use of this Intercept Parking, Public Transit Lot and Park & Ride facility is to be consistent with this Transportation Management Plan as adopted by the BOCC per Resolution 2017-016 dated and recorded on June 1, 2017.

This Transportation Management Plan will be implemented and managed by the BOCC, its designee or an assigned party.

This Transportation Management Plan may be amended or modified by the BOCC in its sole discretion consistent with the terms of the Declaration of Restrictive Use Covenants as needed to respond to changing circumstances and conditions.

Attachment II: Warranty Deed & Restrictive Covenants

State Documentary Fee	
Date	MAY 13, 2004
\$	EXEMPT RJG

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Page 1 of 3

SAN MIGUEL COUNTY, CO

DORIS RUFFE CLERK-RECORDER

05-13-2004 11:27 AM Recording Fee \$0.00

366163

**SPECIAL WARRANTY DEED AND  
DECLARATION OF RESTRICTIVE USE COVENANTS**

**ATTACHMENT II**

**THIS SPECIAL WARRANTY DEED and DECLARATION OF RESTRICTIVE USE COVENANTS** is made as of this 11<sup>th</sup> day of May, 2004 ("**Effective Date**"), by and between LOT A-1, LAWSON HILL, LLC, a Colorado limited liability company, whose address 200 San Miguel River Drive, Telluride, Colorado 81435 ("**Grantor**") and SAN MIGUEL COUNTY, COLORADO, acting by and through THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, whose address is 333 W. Colorado Ave., P.O. Box 1170, Telluride, Colorado 81435 ("**Grantee**").

Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, including the compliance with the covenants and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Grantee, its successors and assigns forever, and warrants the title against all persons claiming under the Grantor, all the real property together with road right of way improvements, if any, situate, lying and being in San Miguel County, Colorado, more particularly described as follows ("**Property**"):

Lot HUB-2C, Lawson Hill PUD, as the same are shown and established on that certain Replat ("**Replat**") recorded on May 13, 2004, in Reception No. 366152, Plat Book 1, at Page 3972 in the official records of the Clerk and Recorder for San Miguel County, Colorado ("**Official Records**").

**TOGETHER WITH** all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above conveyed premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the Property above conveyed and described, with the appurtenances unto Grantee, its successors and assigns forever, subject to all agreements, easements, covenants and restrictions of record and further subject to the covenants and restrictions contained herein.

**RESTRICTIVE COVENANT**

By its acceptance of the delivery of this deed, Grantor and Grantee agree to the following covenants, restrictions, rights, duties and obligations ("**Covenants**"):

- (i) That the Property may only be used by the public for parking of vehicles and/or for public transit functions and related ancillary purposes, any such uses shall be consistent with a transportation management plan adopted by San Miguel County, which possible uses, as well as related ancillary uses, include by way of illustration, and not as a limitation, a vehicle parking lot operated for use by members of the public, a bus shelter, a bicycle shelter, public restrooms, a public gondola station and/or facilities related to a public gondola system, and other similar public transit facilities, all such facilities shall be constructed in compliance with applicable Lawson Hill PUD Design Review Board standards and requirements;
- (ii) That the Property may not be used for the following purposes: non-public transit related office facilities, storage of materials or equipment, the repair and/or maintenance of motor vehicles, and commercial uses, including, but not limited to, lodging, convenience stores, restaurants, or retail stores; and

3

- (iii) That no permanent or temporary structure or improvement, other than those of the type and nature permitted herein, may be placed, constructed or otherwise installed on the Property.

The Covenants granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the Property and shall be binding upon and shall inure to the benefit of, and be a burden upon, the heirs, designees, successors and assigns of the Grantor and Grantee.

This Deed and the rights and obligations of Grantor and Grantee, including the Covenants, shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any interference or threatened interference with the property interest herein granted or with the other rights and obligations of the Parties hereunder, a party may pursue all available remedies, including, without limitation, injunctive relief or specific performance to ensure performance of another party's obligations hereunder. In any action for enforcement of rights hereunder, the prevailing party shall be entitled to an award for recovery of their reasonable actual costs and fees, including reasonable attorney fees incurred.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

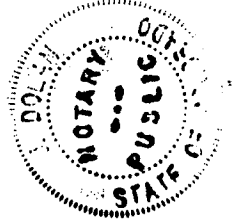
IN WITNESS WHEREOF, Grantor and Grantee have each executed this instrument intending it to become effective as of the Effective Date.

**GRANTOR:**

LOT A-1, LAWSON HILL, LLC,  
a Colorado limited liability company

By: [Signature]  
William Ellison, Manager

Date: 5/11/04



STATE OF COLORADO )  
 ) ss.  
COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 11 day of May, 2004 by William Ellison, Manager of Lot A-1, Lawson Hill, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 4/5/08

**GRANTEE:**

SAN MIGUEL COUNTY, COLORADO, ACTING BY AND THROUGH  
THE BOARD OF COUNTY COMMISSIONERS  
OF SAN MIGUEL COUNTY, COLORADO

By: [Signature]  
Vern Ebert, Chair

Date: 5-11-04

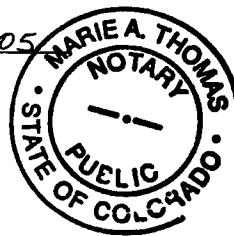
STATE OF COLORADO )  
 ) ss.  
COUNTY OF SAN MIGUEL )

ACKNOWLEDGED before me this 11 day of May, 2004, by Vern Ebert who acknowledged himself to be the Chair of the Board of County Commissioners of San Miguel County, Colorado.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 02/05/05



**Certificate Of Completion**

Envelope Id: 847408F84333482FA1490E7907B328A3

Status: Sent

Subject: 20220330-IGA Remote Locker Installation - County Owned Intercept Lot

Source Envelope:

Document Pages: 45

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Envelope Originator:

Carmen Warfield

Mailing Address: PO Box 1170

Physical Address: 333 W Colorado Ave, 3rd Floor

Telluride, CO 81435-1170

carmenw@sanmiguelcountyco.gov

IP Address: 205.220.219.98

**Record Tracking**

Status: Original

3/30/2022 3:21:27 PM

Holder: Carmen Warfield

carmenw@sanmiguelcountyco.gov

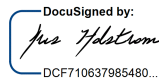
Location: DocuSign

**Signer Events**

kris Holstrom

krish@sanmiguelcountyco.gov

Board of County Commissioners, Chair

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
DCF710637985480...

Signature Adoption: Pre-selected Style

Using IP Address: 216.147.123.152

**Timestamp**

Sent: 3/30/2022 3:31:02 PM

Viewed: 3/30/2022 3:41:11 PM

Signed: 3/30/2022 3:41:34 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 3:41:11 PM

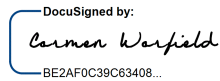
ID: 0c38ab5b-ed20-4b1b-bf0a-486dac49441f

Carmen Warfield

carmenw@sanmiguelcountyco.gov

Chief Deputy Clerk to the Board

San Miguel County

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
BE2AF0C39C63408...

Signature Adoption: Pre-selected Style

Using IP Address: 205.220.219.98

Sent: 3/30/2022 3:41:36 PM

Viewed: 3/30/2022 3:48:30 PM

Signed: 3/30/2022 3:48:39 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Averill

david.averill@smarttelluride.com

Executive Director, S.M.A.R.T.

Security Level: Email, Account Authentication  
(None)

Sent: 3/30/2022 3:48:41 PM

Viewed: 3/31/2022 9:13:05 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/31/2022 9:13:05 AM

ID: 5bfb22cf-a9e1-48b2-925c-36ea5913c9f3

Kari Distefano

kari.distefano@smarttelluride.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sarah Landeryou

slanderyou@telluridelibrary.org

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/30/2022 3:31:02 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of San Miguel (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of San Miguel:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [carmenw@sanmiguelcountyco.gov](mailto:carmenw@sanmiguelcountyco.gov)

### **To advise County of San Miguel of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [carmenw@sanmiguelcountyco.gov](mailto:carmenw@sanmiguelcountyco.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of San Miguel**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [carmenw@sanmiguelcountyco.gov](mailto:carmenw@sanmiguelcountyco.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of San Miguel**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [carmenw@sanmiguelcountyco.gov](mailto:carmenw@sanmiguelcountyco.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of San Miguel as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of San Miguel during the course of your relationship with County of San Miguel.

# AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
May 12th, 2022	4	D.Averill
<b>Objective/Requested Action</b>		
This is a discussion item to review the 1 <sup>st</sup> Quarter of 2022 Performance Report.		Report Work Session <b>X Discussion</b> Action
<b>Key Points</b>		
<p>Highlights and comparisons to Q4 of 2021:</p> <ul style="list-style-type: none"> <li>- Service delivery measures (Ridership, Passengers per Revenue Service Hour, hours of service provided) continue the positive trend we have been seeing for the last six to nine months. Comparing to Q4 of '21, ridership is up 46% on Norwood, 36% on Down Valley, and 27% on Rico. Lawson total are also way up though it is hard to compare to Q4 of '21 because of the variation introduced by the Fall Off-Season. However, when we compare Q1 of '22 to Q1 of '21 ridership has more than doubled.</li> <li>- Costs per passenger trip on Norwood, Rico, and Lawson Hill dropped due to the higher ridership numbers and relatively fixed costs. Uptick on Down Valley for this measure is due to maintenance activities for the bus that we use most on that route.</li> <li>- Fuel costs are not specifically called out in this report but are a rising concern that will impact our costs and some efficiency measures for the foreseeable future.</li> </ul>		
<b>Committee Discussion</b>		
NA		
<b>Supporting Information</b>		
NA		
<b>Fiscal Impact</b>		
NA		
<b>Advantages</b>		
None noted.		
<b>Disadvantages</b>		
None Noted.		
<b>Analysis/Recommendation(s)</b>		
NA		
<b>Attachments</b>		
SMART Performance Report for 1st Quarter 2022		

SMART Performance Measures - 1st Quarter 2022

PM Category: Service Delivery										
Measure	<i>Norwood 4th Q 2021</i>	Norwood 1st Q 2022	<i>Down Valley 4th Q 2021</i>	Down Valley 1st Q 2022	<i>Rico 4th Q 2021</i>	Rico 1st Q 2022	<i>Lawson 4th Q 2021</i>	Lawson 1st Q 2022	<i>System Total 4th Q 2021</i>	System Total 1st Q 2022
Revenue Hours Provided	316	397	343	318	132	107	310	904	1101	1726
Ridership	4473	6546	910	1240	409	523	1553	6684	7345	14993
Ridership - Passengers/Revenue Service Hour	13.69	16.49	2.65	3.90	3.10	4.88	5.01	7.39	6.67	8.69

PM Category: Safety and Security										
Measure	<i>Norwood 4th Q 2021</i>	Norwood 1st Q 2022	<i>Down Valley 4th Q 2021</i>	Down Valley 1st Q 2022	<i>Rico 4th Q 2021</i>	Rico 1st Q 2022	<i>Lawson 4th Q 2021</i>	Lawson 1st Q 2022	<i>System Total 4th Q 2021</i>	System Total 1st Q 2022
Accidents	0	0	0	0	0	0	0	0	0	0
Incidents	1	0	0	0	0	1	0	0	1	1
Road calls for assistance	0	0	0	0	0	0	0	0	0	0

PM Category: Economic										
Measure	<i>Norwood 4th Q 2021</i>	Norwood 1st Q 2022	<i>Down Valley 4th Q 2021</i>	Down Valley 1st Q 2022	<i>Rico 4th Q 2021</i>	Rico 1st Q 2022	<i>Lawson 4th Q 2021</i>	Lawson 1st Q 2022	<i>System Total 4th Q 2021</i>	System Total 1st Q 2022
Cost per passenger trip	\$7.97	\$6.58	\$25.54	\$29.09	\$43.35	\$29.09	\$23.06	\$13.17	\$13.96	\$11.42
Fare recovery	\$0.00	\$11,018.00	\$0.00	\$2,147.00	\$0.00	\$1,030.00	\$0.00	\$0.00	\$0.00	\$14,195.00
Operating Farebox ratio (fares/expenditures)	0.00%	25.56%	0.00%	5.95%	0.00%	8.60%	0.00%	0.00%	0.00%	7.90%

PM Category: Passenger Comfort										
Measure	<i>Norwood 4th Q 2021</i>	Norwood 1st Q 2022	<i>Down Valley 4th Q 2021</i>	Down Valley 1st Q 2022	<i>Rico 4th Q 2021</i>	Rico 1st Q 2022	<i>Lawson 4th Q 2021</i>	Lawson 1st Q 2022	<i>System Total 4th Q 2021</i>	System Total 1st Q 2022
Passenger Complaints	1	2	2	0	1	0	4	7	8	9

S.M.A.R.T.

Budget vs. Actuals: SMART 2022 Budget Approved - FY22 P&L

January - March, 2022

	Actual	Budget	\$ over Budget	% of Budget
Income				
4200 Grants	0.00	0.00	0.00	
4201 CDOT Planning (5304) Grant	0.00	3,750.00	-3,750.00	0.00%
4203 CDOT Operating (5311) Grant	335,895.00	45,540.00	290,355.00	737.58%
4208 Capital Grants	0.00	0.00	0.00	
4208.2 5311 Capital Grant	241,261.00	0.00	241,261.00	
Total 4208 Capital Grants	\$ 241,261.00	\$ 0.00	\$ 241,261.00	
4209 CDOT MMOF Funding	20,411.81	4,999.98	15,411.83	408.24%
4211 CDOT CRRSAA grant (unanticipated)	27,792.00	16,249.98	11,542.02	171.03%
Total 4200 Grants	\$ 625,359.81	\$ 70,539.96	\$ 554,819.85	886.53%
4301 Rental Income	36,893.90	24,999.99	11,893.91	147.58%
Fees for Service	0.00	0.00	0.00	
4050 Fares - Norwood/Downvalley/Rico	9,294.40	4,999.98	4,294.42	185.89%
4053 Fares - Ridgeway/Montrose Van pools	1,855.00	1,875.00	-20.00	98.93%
Total Fees for Service	\$ 11,149.40	\$ 6,874.98	\$ 4,274.42	162.17%
Intergovernmental Revenue	0.00	0.00	0.00	
4060 Rico IGA Services	33,034.12	0.00	33,034.12	
4100 San Miguel County Contribution	275,186.77	37,500.00	237,686.77	733.83%
Total Intergovernmental Revenue	\$ 308,220.89	\$ 37,500.00	\$ 270,720.89	821.92%
Tax Revenues	0.00	0.00	0.00	
4000 Property Tax Revenue	337,323.94	173,469.48	163,854.46	194.46%
4000.1 Property Tax Revenue (Abatement)	11,244.12	0.00	11,244.12	
4000.2 Property Tax Revenue (Dolores County)	1,705.55	0.00	1,705.55	
Total 4000 Property Tax Revenue	\$ 350,273.61	\$ 173,469.48	\$ 176,804.13	201.92%
4002 Specific Ownership Taxes	7,709.41	0.00	7,709.41	
4002.1 Specific Ownership Taxes (Abatement)	254.15	0.00	254.15	
Total 4002 Specific Ownership Taxes	\$ 7,963.56	\$ 0.00	\$ 7,963.56	
4004 Interest on Taxes	4.80	0.00	4.80	
4004.1 Interest on Tax (Abatement)	0.27	0.00	0.27	
Total 4004 Interest on Taxes	\$ 5.07	\$ 0.00	\$ 5.07	
4006 Delinquent Tax	27.76	0.00	27.76	
4006.1 Delinquent Tax (Abatement)	0.08	0.00	0.08	
Total 4006 Delinquent Tax	\$ 27.84	\$ 0.00	\$ 27.84	
4008 Prior Year Abatement	-281.36	0.00	-281.36	
4008.1 Prior Year Abatement (Abatement)	-0.35	0.00	-0.35	
Total 4008 Prior Year Abatement	-\$ 281.71	\$ 0.00	-\$ 281.71	
4010 Sales Tax Revenue	336,575.93	144,109.98	192,465.95	233.55%
Total Tax Revenues	\$ 694,564.30	\$ 317,579.46	\$ 376,984.84	218.71%
Total Income	\$ 1,676,188.30	\$ 457,494.39	\$ 1,218,693.91	366.38%
Gross Profit	\$ 1,676,188.30	\$ 457,494.39	\$ 1,218,693.91	366.38%
Expenses				
Association Dues, Conf. & Training	0.00	0.00	0.00	
6080 Travel Expense	0.00	499.98	-499.98	0.00%
6081 CASTA & SWTA Dues	0.00	437.49	-437.49	0.00%
6082 Conf. Registration & Lodging	0.00	999.99	-999.99	0.00%
6083 Training Registration & Lodging	0.00	375.00	-375.00	0.00%
Total Association Dues, Conf. & Training	\$ 0.00	\$ 2,312.46	-\$ 2,312.46	0.00%
Facility Maintenance	3,445.15	0.00	3,445.15	
6034 Winter Plowing (office)	0.00	375.00	-375.00	0.00%
6035 Utilities (office)	4,030.18	1,125.00	2,905.18	358.24%
6036 HOA Dues	393.63	394.98	-1.35	99.66%
6037 Janitorial (office)	825.00	825.00	0.00	100.00%
6038 Landscape/Maintenance (office)	573.86	499.98	73.88	114.78%
6039 Property Management (office)	750.00	2,250.00	-1,500.00	33.33%
Total Facility Maintenance	\$ 10,017.82	\$ 5,469.96	\$ 4,547.86	183.14%
Lawson Hill Intercept Lot	12,202.93	0.00	12,202.93	
6301 Intrcpt Lot Maintenance & Plow	800.00	2,625.00	-1,825.00	30.48%
6303 Janitorial Supplies	0.00	624.99	-624.99	0.00%
6304 Janitorial Service	3,750.00	3,249.99	500.01	115.38%
6305 Utilities (gas/electric)	886.88	624.99	261.89	141.90%
6306 Security/Parking Enforcement	0.00	2,250.00	-2,250.00	0.00%
6307 Garbage/Trash Removal	204.78	249.99	-45.21	81.92%
6308 Landscape Maintenance	0.00	624.99	-624.99	0.00%
Total Lawson Hill Intercept Lot	\$ 17,844.59	\$ 10,249.95	\$ 7,594.64	174.09%
Personnel Expenditures	0.00	0.00	0.00	
6100 Salaries	51,375.00	51,750.00	-375.00	99.28%
6110 401k Company Match	1,650.00	16,249.98	-14,599.98	10.15%
6111 Ski Pass	2,400.00	0.00	2,400.00	
6112 Employee Health Insurance	7,719.00	0.00	7,719.00	

6120 Payroll Tax Expense	3,930.18	3,999.99	-69.81	98.25%
Total Personnel Expenditures	\$ 67,074.18	\$ 71,999.97	-\$ 4,925.79	93.16%
Professional Services & Operations	101,432.09	0.00	101,432.09	
6020 Office Expense	3,115.18	1,500.00	1,615.18	207.68%
6040 Insurance (PC/WC Coverage)	0.00	3,000.00	-3,000.00	0.00%
6060 Postage & Shipping	35.67	0.00	35.67	
6070 PR/Marketing	887.12	12,499.98	-11,612.86	7.10%
6071 Mileage Reimb.	349.84	549.99	-200.15	63.61%
6072 Website Support	175.00	874.98	-699.98	20.00%
6073 Onboard Tech	0.00	2,424.99	-2,424.99	0.00%
6200 Attorney fees	1,597.50	3,750.00	-2,152.50	42.60%
6210 Bookkeeping-CPA Audit	2,662.23	1,324.98	1,337.25	200.93%
6220 Consulting Services (5304 Grant)	1,920.00	28,449.99	-26,529.99	6.75%
Total Professional Services & Operations	\$ 112,174.63	\$ 54,374.91	\$ 57,799.72	206.30%
Professional Servies	1,516.50	0.00	1,516.50	
6240 Treasurer's Fee	10,449.80	4,749.99	5,699.81	220.00%
Total Professional Servies	\$ 11,966.30	\$ 4,749.99	\$ 7,216.31	251.92%
Transit & Transp. Services	0.00	0.00	0.00	
6300 Rico/Lawson/DV/Norwood	162,437.20	147,000.00	15,437.20	110.50%
6340 Mtn. Village Shuttles	7,097.00	0.00	7,097.00	
6345 Fuel - Norwood/Down Valley/Rico/Lawson	1,562.04	541.74	1,020.30	288.34%
6350 Offseason Service	0.00	64,999.98	-64,999.98	0.00%
6360 San Miguel County cmtr shuttle	0.00	20,499.99	-20,499.99	0.00%
6370 Vehicle Licenses & Fees	82.68	0.00	82.68	
6371 Van - Maintenance & Insurance	1,581.92	7,500.00	-5,918.08	21.09%
6372 Medical Shuttles	15,000.00	3,750.00	11,250.00	400.00%
6373 Parts Allowance (large buses)	1,381.36	7,500.00	-6,118.64	18.42%
6374 Service Expansion Pool	0.00	39,999.99	-39,999.99	0.00%
6375 Covid-19 Supplementary Service	0.00	6,249.99	-6,249.99	0.00%
Total Transit & Transp. Services	\$ 189,142.20	\$ 298,041.69	-\$ 108,899.49	63.46%
Total Expenses	\$ 408,219.72	\$ 447,198.93	-\$ 38,979.21	91.28%
Net Operating Income	\$ 1,267,968.58	\$ 10,295.46	\$ 1,257,673.12	12315.80%
Other Income				
4300 Interest Earned	80.44	0.00	80.44	
Total Other Income	\$ 80.44	\$ 0.00	\$ 80.44	
Other Expenses				
6400 Capital Purchases	611.35	0.00	611.35	
Total Other Expenses	\$ 611.35	\$ 0.00	\$ 611.35	
Net Other Income	-\$ 530.91	\$ 0.00	-\$ 530.91	
Net Income	\$ 1,267,437.67	\$ 10,295.46	\$ 1,257,142.21	12310.65%

# AGENDA ITEM SUMMARY (AIS)

San Miguel Authority for Regional Transportation



Meeting Date	Agenda Item	Submitted By
May 12 <sup>th</sup> , 2022	6	Averill
<b>Objective/Requested Action</b>		
This is a discussion item no action is requested at this time. Action will be requested at the June 9 <sup>th</sup> 2022 meeting.		Report Work Session <b>X Discussion</b> Action
<b>Key Points</b>		
<p>While generally very positive for SMART, the first few months of FY2022 have not been without their challenges. Revenue (sales and property taxes, RETA, and fares) are very strong through the end of April. However, fuel, wages for professional services, and capital costs are rising at the same time – similar to most things in the economy.</p> <p>The purpose of this discussion is to set the stage for an action item amending the FY22 budget and Capital Plan at the June SMART Board meeting.</p> <p>The proposed amendment to the FY22 budget includes revisions to revenue and projected spending.</p> <p>On the revenue side we are looking at an increase in revenue projections of \$220,000. This would consist of \$200,000 in additional sales tax and \$20,000 in additional fare revenue. This is based on YTD actuals and how the financials are tracking historically. We also have the potential for an additional \$128,000 in CDOT MMOF funding which would bring the total in increased revenue to \$348,000.</p> <p>Net increase in spending is projected to be \$213,200. This would consist of \$128,000 for the local share of the design project for the Meadows Underpass, an additional \$50,000 in fuel allowance, accounts for a very minor CASTA dues increase (+\$200), an increased budget for large bus parts allowance (+\$10,000) and an additional \$25,000 into the service expansion pool.</p> <p>We also need to consider amending the FY2022 capital plan – partly to cover anticipated costs in the current year and also to build a more complete picture of the “ripple effect” into funding available for the out years of the capital plan. What is primarily driving changes to the capital plan is a mix of opportunities such as the CDS request and challenges like the rapidly increasing prices and current availability of vehicles. In detail:</p> <ul style="list-style-type: none"> <li>- Changes reflect costs increases for large buses (now \$700,000 per unit) and the number of vehicles (4 total large buses up from 3)</li> <li>- Reflects a drastic per unit increase for body-on-chassis buses</li> <li>- Reflects per unit increases for vanpool vehicles (12 passenger vans) and the number of vehicles (4 total up from 1)</li> <li>- Reflects anticipated increases in materials and labor costs for repairs at Lawson Hill facilities</li> </ul> <p>The one upside opportunity here is the chance to get 2 of the large buses funded through the Congressionally Directed Spending request process. This unanticipated opportunity requires that we show that the local match is in place and obligated.</p>		

Out years (2023 and beyond) are included here to give an idea of the big picture and what we have coming in future years. Capital spending for these years can be amended in any future budget process.

#### **Committee Discussion**

NA

#### **Supporting Information**

Attachment A: SMART historical sales tax revenue

#### **Fiscal Impact**

Fiscal impact is projected to be neutral.

#### **Advantages**

Advantages are that increasing the revenue projection (with known increases in costs ) allows SMART to keep the budget balanced and potentially capitalize on unanticipated opportunities.

#### **Disadvantages**

None noted at this time.

#### **Analysis/Recommendation(s)**

None at this time.

#### **Attachments**

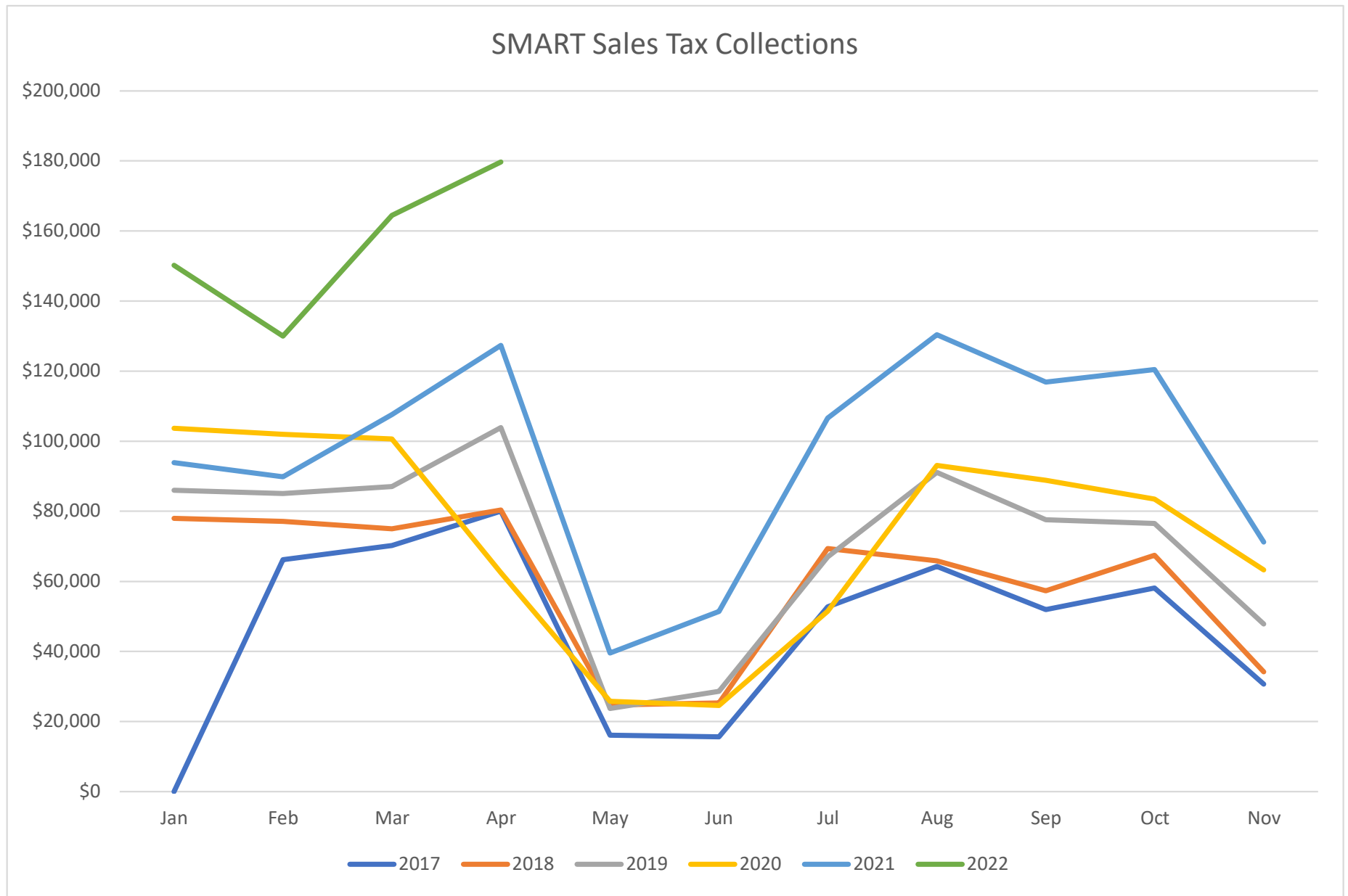
Attachment A – SMART historical sales tax revenue  
 Attachment B – SMART draft amended budget  
 Attachment C – SMART adopted FY2022 Capital Plan  
 Attachment D – SMART draft amended FY2022 Capital Plan



Attachment A – SMART historical sales tax revenue

	2017	2018	2019	2020	2021	2022	Avg All Years
Jan	NA	\$77,994	\$86,010	\$103,722	\$93,897	\$150,214	\$102,367
Feb	\$66,205	\$77,096	\$85,054	\$101,991	\$89,891	\$129,991	\$96,805
Mar	\$70,195	\$74,981	\$87,016	\$100,598	\$107,612	\$164,495	\$106,940
Apr	\$80,059	\$80,336	\$103,885	\$62,528	\$127,385	\$179,703	\$110,767
May	\$16,143	\$24,683	\$23,684	\$25,797	\$39,544		\$28,427
Jun	\$15,658	\$25,328	\$28,655	\$24,588	\$51,433		\$32,501
Jul	\$52,792	\$69,323	\$66,954	\$51,513	\$106,581		\$73,593
Aug	\$64,249	\$65,910	\$91,150	\$93,067	\$130,370		\$88,949
Sep	\$51,994	\$57,285	\$77,593	\$88,860	\$116,873		\$78,521
Oct	\$58,113	\$67,425	\$76,513	\$83,494	\$120,483		\$81,206
Nov	\$30,685	\$34,206	\$47,779	\$63,317	\$71,213		\$49,440
Dec	\$22,648	\$31,322	\$39,296	\$47,377	\$55,344		\$39,197
	\$528,741	\$685,889	\$813,589	\$846,852	\$1,110,627	\$624,403	\$768,350
Year to year %		29.72%	18.62%	4.09%	31.15%		

2018 through 2021 rolling avg      \$864,239



Attachment B – SMART Draft Amended FY22 budget

## SMART RECOMMENDED FY22 BUDGET

December 9th, 2021

	2022 Budget	2022 Porposed Amended Budget
<b>Beginning Operating Fund Balance</b>	\$2,800,000	\$2,800,000
<b>Transfers</b>		
Transfer to Operating and Capital Reserve	\$2,000,000	\$2,000,000
<b>Total Transfers</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>
<b>Remaining Operating Fund Balance after Transfers</b>	<b>\$800,000</b>	<b>\$800,000</b>
<b>PROJECTED REVENUES</b>		
<b>SMART Ballot Tax Revenue</b>		
Sales Tax	\$576,440	\$776,440
Property Tax	\$693,878	\$693,878
<b>Subtotal Taxes</b>	<b>\$1,270,318</b>	<b>\$1,470,318</b>
<b>Intergovernmental Revenue</b>		
San Miguel County Contribution (RETA)	\$150,000	\$150,000
<b>Subtotal Intergovernmental</b>	<b>\$150,000</b>	<b>\$150,000</b>
<b>Fees for Services</b>		
Fares - Norwood/Downvalley/Rico	\$20,000	\$40,000
Fares - Montrose/Ridgway Van pools	\$7,500	\$7,500
<b>Subtotal Fees for Services</b>	<b>\$27,500</b>	<b>\$47,500</b>
<b>Grant Revenue</b>		
CDOT Operating (5311)	\$182,160	\$182,160
CRRSAA grant	\$65,000	\$65,000
CDOT MMOF funding - Meadows Underpass planning and design project	\$20,000	\$148,000
CDOT Planning (5304)	\$15,000	\$15,000
<b>Subtotal Grant Revenue</b>	<b>\$282,160</b>	<b>\$410,160</b>
<b>Facility Revenue</b>		
137 and 135 Society Dr.	\$100,000	\$100,000
<b>Subtotal Facility Revenue</b>	<b>\$100,000</b>	<b>\$100,000</b>
<b>Total All Revenues</b>	<b>\$1,829,978</b>	<b>\$2,177,978</b>
<b>PROJECTED EXPENSES</b>		
<b>General Expenses</b>		
<b>Personnel Expenditures</b>		
Salaries	\$207,000	\$207,000
Benefits	\$65,000	\$65,000
Payroll taxes	\$16,000	\$16,000
<b>Subtotal Personnel Expenditures</b>	<b>\$288,000</b>	<b>\$288,000</b>
<b>Professional Services + Operations</b>		
Mileage reimbursement	2,200	2,200
<i>Professional Services + Operations continued next page</i>		

*Professional Services + Operations continued*

Rent - Office Expenses	\$0	\$0
Operating Expenses	\$6,000	\$6,000
PR/Marketing	\$50,000	\$50,000
Website support	\$3,500	\$3,500
Onboard tech annual license fees	\$9,700	\$9,700
Attorney fees	\$15,000	\$15,000
Bookkeeping-CPA Audit	\$5,300	\$5,300
CIRSA PC/WC coverage	\$12,000	\$12,000
Treasurers Fees	\$19,000	\$19,000
Consulting services - Meadows Underpass planning and design project (grant match)	\$20,000	\$148,000
Consulting services - Senior and Disabled Mobility gaps study (grant match)	\$8,800	\$8,800
<b>Subtotal Professional Services + Operations</b>	<b>\$151,500</b>	<b>\$279,500</b>

**Association Dues, Conferences and Training**

Colorado Association of Transit Agencies (CASTA) Dues	\$1,500	\$1,700
South West Transit Association (SWTA) Dues	\$250	\$250
Training Registration and Lodging	\$1,500	\$1,500
Travel expenses	\$2,000	\$2,000
Conference Registration and Lodging	\$4,000	\$4,000
<b>Subtotal Association Dues, Conferences and Training</b>	<b>\$9,250</b>	<b>\$9,450</b>

**Subtotal General Expenses****\$448,750      \$576,950****Transit Service, Facilities, and Bike Share Expenses****Transit Service Expenses**

Down Valley Route	\$114,000	\$114,000
Norwood Route	\$170,000	\$170,000
Lawson Hill Service	\$257,000	\$257,000
Rico Route	\$47,000	\$47,000
Fuel for Norwood/Down Valley/Rico/Lawson Hill	\$50,000	\$100,000
Commuter Shuttle Program	\$82,000	\$82,000
Offseason service, includes Lawson and Meadows local services	\$260,000	\$260,000
Medical Shuttles - Allpoints	\$15,000	\$15,000
COVID supplementary service	\$25,000	\$25,000
Service Expansion Pool	\$160,000	\$185,000
Unscheduled maintenance/other costs	\$30,000	\$30,000
Parts allowance for large buses	\$30,000	\$40,000
<b>Subtotal Transit Service Expenses</b>	<b>\$1,240,000</b>	<b>\$1,325,000</b>

**Lawson Hill Intercept Lot Expenses**

Winter Plowing	\$10,500	\$10,500
Security/Parking Enforcement	\$9,000	\$9,000
Janitorial Services for restrooms	\$13,000	\$13,000
Janitorial Supplies	\$2,500	\$2,500
Recycling and Waste removal	\$1,000	\$1,000
Landscape Maintenance	\$2,500	\$2,500
Utilities (Gas/Electric/Water)	\$2,500	\$2,500
<b>Subtotal Lawson Lot Management Expenses</b>	<b>\$41,000</b>	<b>\$41,000</b>

*Facility Maintenance Expenses continued next page*

*Facility Maintenance Expenses continued***Facility Maintenance Expenses**

Lawson Owners HOA dues	\$1,580	\$1,580
Property management services	\$9,000	\$9,000
Winter Plowing	\$1,500	\$1,500
Janitorial	\$3,300	\$3,300
Landscape Maintenance	\$2,000	\$2,000
Utilities	\$4,500	\$4,500
<b><i>Subtotal Facility Expenses</i></b>	<b>\$11,300.00</b>	<b>\$11,300.00</b>

**Special Projects**

SMART Lawson Hill facilities planning and design	\$75,000	\$75,000
Regional Parking Project	\$10,000	\$10,000

<b><i>Subtotal Special Projects</i></b>	<b>\$85,000.00</b>	<b>\$85,000.00</b>
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<b><i>Subtotal Transit Service, Facility, and Special Projects Expenses</i></b>	<b>\$1,377,300</b>	<b>\$1,462,300</b>
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<b>Total All Expenses</b>	<b>\$1,826,050</b>	<b>\$2,039,250</b>
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<b>Projected Yearly Net Income</b>	<b>\$3,928</b>	<b>\$138,728</b>
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<b>Ending Fund Balance, 12/31/22</b>	<b>\$803,928</b>	<b>\$938,728</b>
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Attachment C – SMART adopted FY2022 Capital Plan



SMART FY22-FY26 Adopted Capital Plan

Capital Reserve as of 1/1/2022 \$1,109,623

Transfer of \$1,800,000 from operating account as part of 2022 budget \$2,000,000

Total Capital Reserves \$3,109,623

Projected Capital Projects - 2022	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Replacement Buses (Replaces Thomas' used on Norwood Route plus a backup)	\$1,635,000	\$1,308,000	\$327,000	No
Additional cutaway for Lawson/Off-Season service	\$110,000	\$88,000	\$22,000	No
Lawson facility repairs	\$20,000	\$0	\$20,000	
Replace Montrose Van	\$56,750	\$45,400	\$11,350	No
Total	\$1,821,750	\$1,441,400	\$380,350	No

End of FY22 Capital Reserve Balance assuming no additional transfers \$2,729,273

Projected Capital Projects - 2023	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
40' bus for Montrose service	\$545,000	\$436,000	\$109,000	
Driveway repairs and modification - 137 Society Drive	\$200,000	\$160,000	\$40,000	No
Lift for maintenance facility - 137 Society Drive	\$75,000	\$60,000	\$15,000	No
Tools and equipment for maintenance facility	\$100,000	\$80,000	\$20,000	No
Total	\$375,000	\$300,000	\$184,000	

End of FY23 Capital Reserve Balance assuming no additional transfers \$2,545,273

Projected Capital Projects - 2024	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Replace Rico bus (704)	\$75,000	\$60,000	\$15,000	No
Total	\$75,000	\$60,000	\$15,000	

End of FY24 Capital Reserve Balance assuming no additional transfers \$2,530,273

Projected Capital Projects - 2025	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Replacement Van (replaces 2020 Montrose van)	\$57,000	\$45,600	\$11,400	No (5311/5339)
Replacement buses for Lawson/Off-Season (assumed electric)	\$600,000	\$480,000	\$120,000	No (5311/5339)
Total	\$657,000	\$525,600	\$131,400	

End of FY25 Capital Reserve Balance assuming no additional transfers \$2,398,873

Projected Capital Projects - 2026	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
No identified projects	\$0	\$0	\$0	0
Total	\$0	\$0	\$0	

End of FY26 Capital Reserve Balance assuming no additional transfers \$2,398,873

Attachment D – SMART draft amended FY2022 Capital Plan

SMART FY22-FY26 Proposed Amended Capital Plan

Capital Reserve as of 1/1/2022 \$1,109,623

Transfer of \$2,000,000 from operating account as part of 2022 budget \$2,000,000

Total Capital Reserves \$3,109,623

Projected Capital Projects - 2022	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Replacement Buses for Norwood (2)	\$1,400,000	\$1,120,000	\$280,000	No (5339/5311/FASTER)
Buses for Montrose service (2)	\$1,400,000	\$1,120,000	\$280,000	No (CDS/5339/5311/FASTER)
Additional cutaway for Lawson/Off-Season service	\$205,000	\$164,000	\$41,000	No (5339/5311/FASTER)
Lawson facility repairs	\$35,000	\$0	\$35,000	NA
Additional vanpool van	\$68,000	\$0	\$68,000	NA
Replace 3 vanpool vehicles	\$204,000	\$163,200	\$40,800	No (5339/5311/FASTER)
Total	\$3,312,000	\$2,567,200	\$744,800	No

End of FY22 Capital Reserve Balance assuming no additional transfers \$2,364,823

Projected Capital Projects - 2023	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Matching funds for Meadows Underpass Construction	\$250,000	\$0	\$250,000	No (unknown)
Rico bus barn project	\$200,000	\$0	\$200,000	No (5339/5311/FASTER)
Replace 3 vanpool vehicles	\$204,000	\$163,200	\$40,800	No
Norwood bus barn expansion	\$225,000	\$180,000	\$45,000	No
Total	\$879,000	\$343,200	\$535,800	

End of FY23 Capital Reserve Balance assuming no additional transfers \$1,829,023

Projected Capital Projects - 2024	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Driveway repairs and modification - 137 Society Drive	\$200,000	\$160,000	\$40,000	No (5339/5311/FASTER)
Tools and equipment for maintenance facility	\$100,000	\$80,000	\$20,000	No (5339/5311/FASTER)
Lift for maintenance facility - 137 Society Drive	\$75,000	\$60,000	\$15,000	No (5339/5311/FASTER)
Replace Rico bus (704)	\$75,000	\$60,000	\$15,000	No (5339/5311/FASTER)
Total	\$75,000	\$60,000	\$15,000	

End of FY24 Capital Reserve Balance assuming no additional transfers \$1,814,023

Projected Capital Projects - 2025	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
Replace 3 Vanpool vehicles	\$204,000	\$163,200	\$40,800	No (5339/5311/FASTER)
Replacement buses for Lawson/Off-Season (assumed electric)	\$780,000	\$624,000	\$156,000	No (5339/5311/FASTER)
Total	\$984,000	\$787,200	\$196,800	

End of FY25 Capital Reserve Balance assuming no additional transfers \$1,617,223

Projected Capital Projects - 2026	Total Cost	Anticipated State/Federal Share	Local Share	Grant Funding Secured? (source)
No identified projects	\$0	\$0	\$0	0
Total	\$0	\$0	\$0	

End of FY26 Capital Reserve Balance assuming no additional transfers \$1,617,223



## • Summer Expansion Plans & Schedule Adjustments

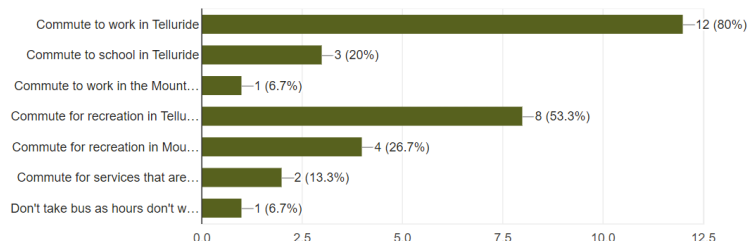
As of April 11, we had 16 responses to the Norwood transit user survey. Of the surveys that have been returned, 12 out of 16 respondents commute to Telluride for work. Three commute to Telluride for school. Four respondents commute for recreation and two commute to Telluride for services that are unavailable in their community. One respondent said that they did not use the bus because it doesn't work for restaurant workers. Details of this survey are available upon request.

Regarding the addition of a midday route to and from Norwood, most respondents preferred the 11:00 AM departure time from Norwood. Based on this input from users surveyed and the desire to accommodate restaurant workers, we are proposing the addition of three trips between Norwood and Telluride. We will be adding a trip to Norwood from Telluride at 9:45 AM. This will enable us to turn the bus around and leave Norwood at the preferred time of 11:00 AM. We will also be adding a bus that will leave Telluride at 11:30 PM. The three new routes will stop at Two Rivers and the Lawson Hill Park and Ride, bolstering the Down Valley service as well as the Norwood service.

We have also made some minor time changes to accommodate a stop by the Nucla/Naturita bus at the Lawson Hill Park & Ride. The purpose of this stop in the immediate future is to allow people that live in Norwood and work at the business center in the Lawson Hill Subdivision to get to and from work without making a trip to Telluride to catch the bus or

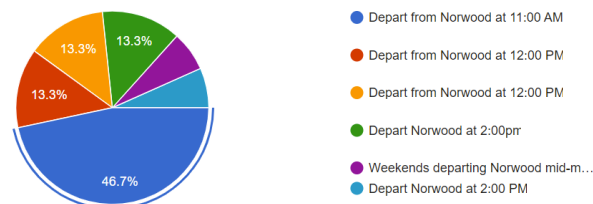
I take the bus from my community for the following reasons. Please check all that apply.

15 responses



I would like to see a midday Norwood trip to Telluride (and return) that would depart/arrive at the following times. Please pick your top choice:

15 responses



having to call Telluride Express and request an additional stop at Lawson Hill. Later, when we begin a bus service from Lawson Hill to the Mountain Village, this stop will allow people to transfer to a Mountain Village bus and to continue their commute without having to go into Telluride and catch the gondola.

Nucla	Naturita	Redvale	Norwood Fairgrounds	Placerville	Two Rivers	Lawson Hill Park & Ride	Courthouse	Town Park
6:45 AM	6:55 AM	7:10 AM	7:25 AM	7:55 AM	-	8:15 AM	8:25 AM	8:30 AM
			6:55 AM	7:25 AM	-	No Service	8:00 AM	8:05 AM
			11:00 AM	11:30 AM	11:50 AM	12:00 PM	12:10 PM	12:15 PM
Town Park	Courthouse	Lawson Hill Park & Ride	Two Rivers	Placerville	Norwood Fairgrounds	Redvale	Naturita	Nucla
9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM	10:50 AM	-	-	-
5:00 PM	5:05 PM	5:15 PM	-	5:35 PM	6:05 PM	6:20 PM	6:35 PM	6:45 PM
5:15 PM	5:20 PM	5:30 PM	-	5:50 PM	6:20 PM	-	-	-
11:30 PM	11:35 PM	11:45 PM	11:55 PM	12:15 AM	12:45 AM	-	-	-

## • Summer Expansion Plans & Schedule Adjustments continued

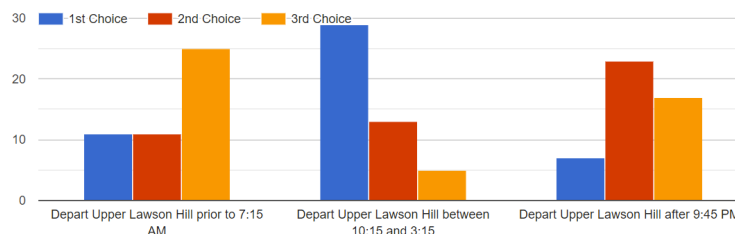
We polled Lawson Hill riders regarding additional service options. There were 47 responses to this poll. As a result, we have added two runs later in the morning as well as one earlier in the afternoon. This extension of service fills the gap that currently exists between 10:00 AM and 3:00 PM. The midday Down Valley Route will continue to serve Lawson Hill.

Because the second choice for additional service (23 respondents) was a later run, we are adding a later bus that departs Telluride at 10:20 PM.

We have also added an earlier run from Telluride. This will be the connection to the 7:20 AM Bustang to Montrose and Grand Junction.

Arrival and departure times will be consistent with the current Off Season service, so there will be no need for passengers to familiarize themselves with different times this summer.

The existing Lawson Hill morning service begins at the Courthouse at 7:00 AM and ends at the Courthouse at 10:00 AM. The existing afternoon/evening service begins at 3:00 PM at the Courthouse and ends at 10:00 PM at the Courthouse. From the following list, please select your 1st, 2nd and 3rd choices for expansion of service to Lawson Hill.



All Down Valley routes will now include a stop at the Lawson Hill Park and Ride. This is not only to accommodate employees at the Lawson Commercial center, but also in anticipation of potential service to the Mountain Village.

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

Red indicates existing Down Valley Routes.

• **Off Season Route**

We are approximately half way through off season. So far it seems to be going more smoothly than it did last year. This is a result of the efforts of Kelly Cronenberg, an upgraded training program and more returning drivers that are familiar with the routes.

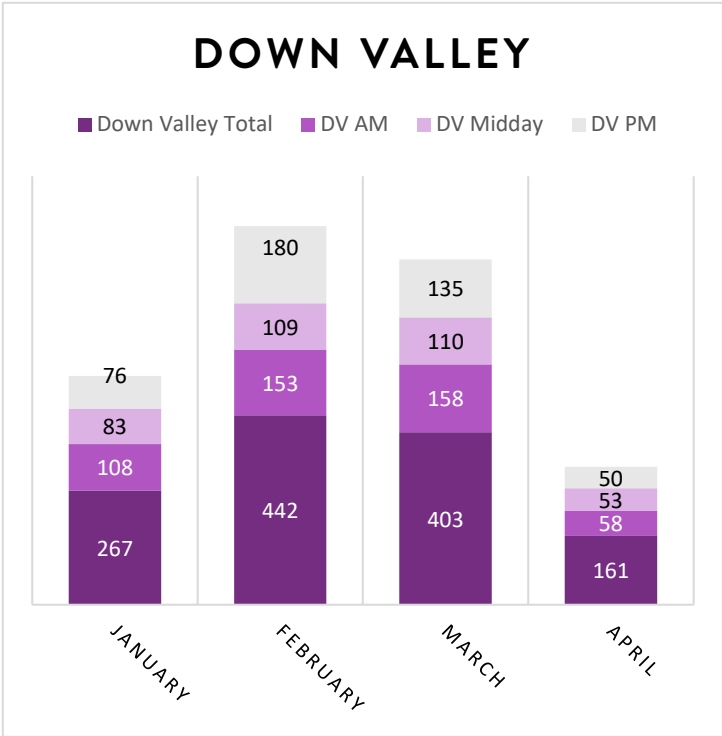
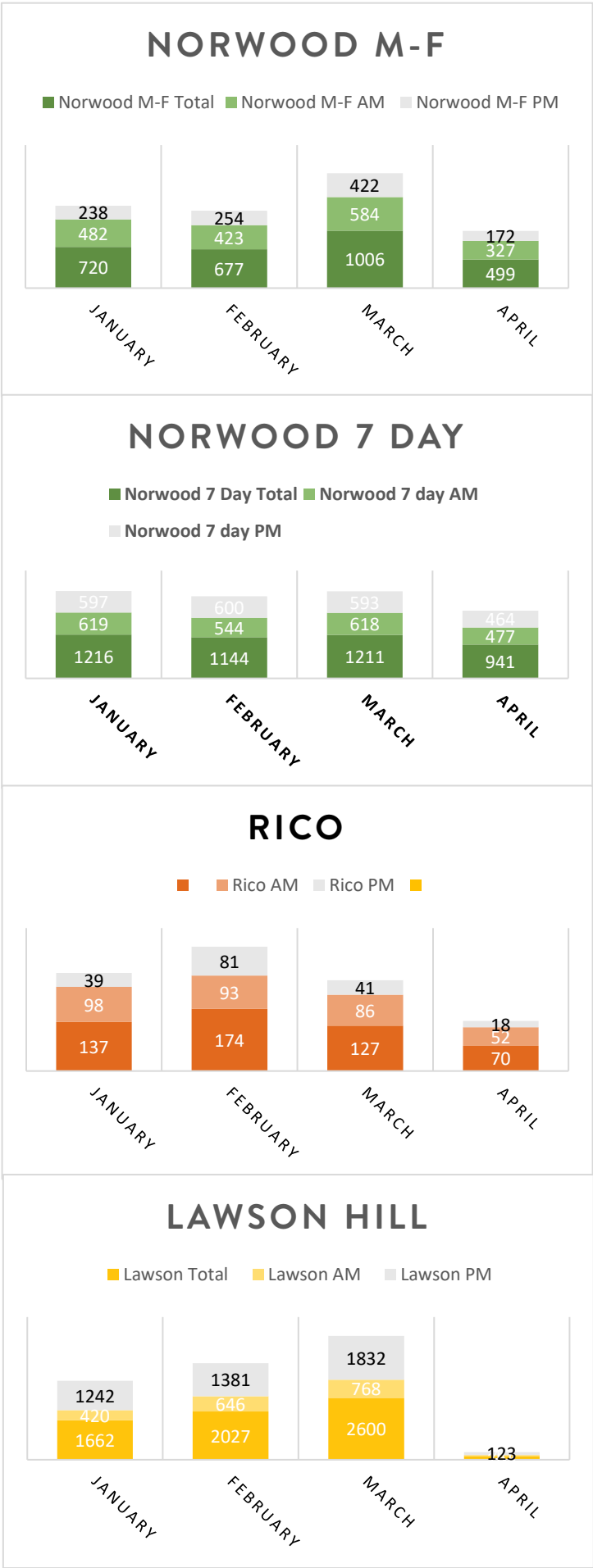
• **Ridership**

Ridership on the Monday – Friday Norwood route, the bus most used by commuters, was up in March from February by over 48%, but down again in April. This is likely due to the Telluride School District Spring Break and off season in general.

Ridership on the Norwood 7 day route was up in March from February but down slightly from January. Ridership during April was also down from March on this route.

Rico ridership came up in February but fell off in March and was further reduced in April.

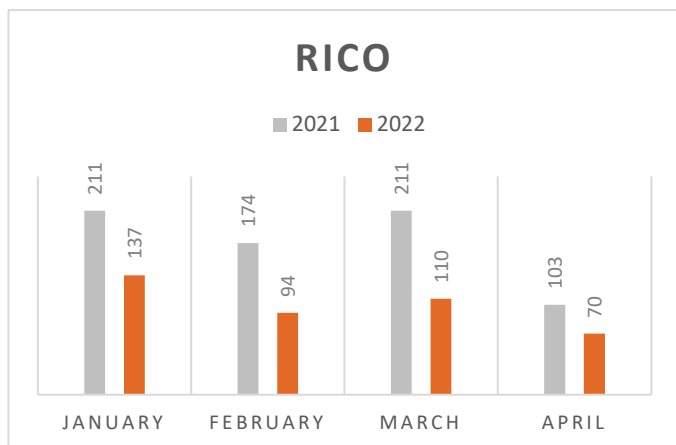
Ridership on the Down Valley Route reached a peak in February, stayed higher in March than January and dropped off in April.



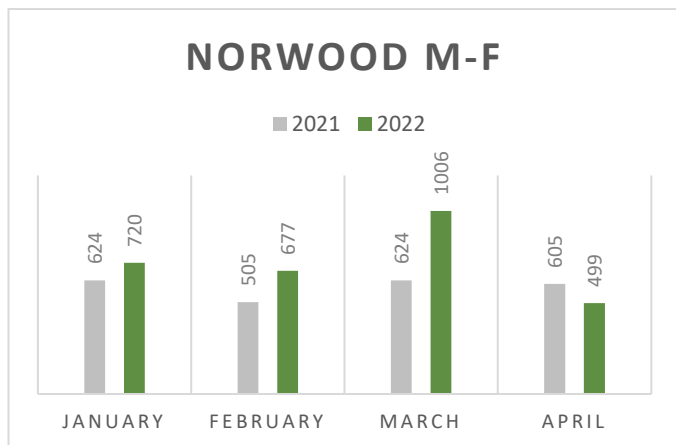
Lawson Hill ridership has gone up consistently since the beginning of the year. April ridership on this graph only reflects the first week of April, prior to the beginning of the Off Season service.

## • Ridership continued

Ridership on the Off Season Regular Route is up considerably from April 2021 however data from last year may be incomplete. A total of 1,329 riders were recorded last year as opposed to a total of 4,591 this year.



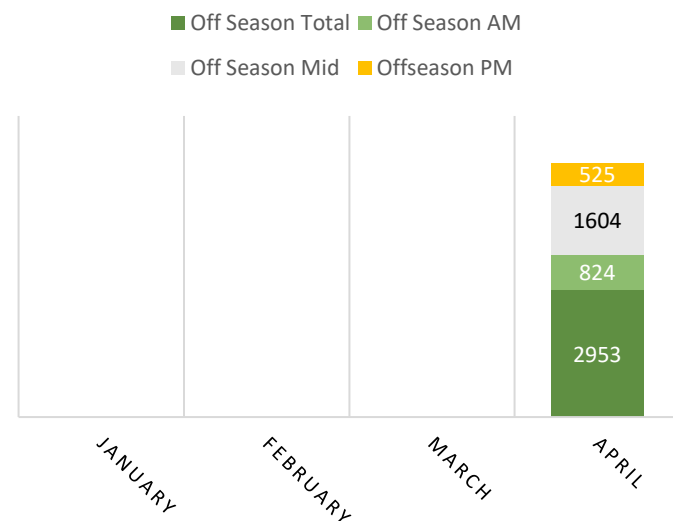
Rico ridership continues to be lower than last year. This may be because there are fewer students that are of an age that can ride the bus by themselves. It also may be because the carpool situations that were established during COVID have remained in place.



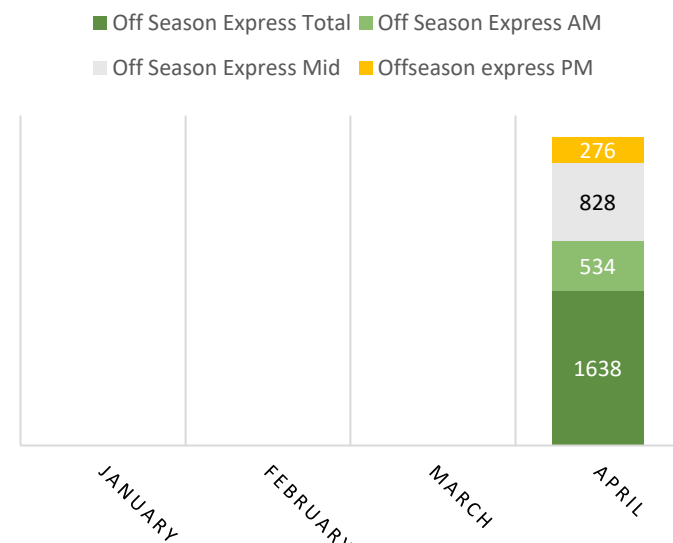
Norwood M – F ridership had been exceeding last year's ridership up until April. Hopefully this is due to more people taking vacations this year than last year.

The Norwood 7 day ridership is up over last year even in April.

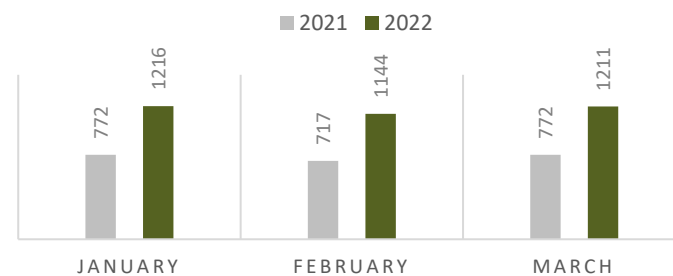
## OFF SEASON REGULAR ROUTE



## OFF SEASON EXPRESS

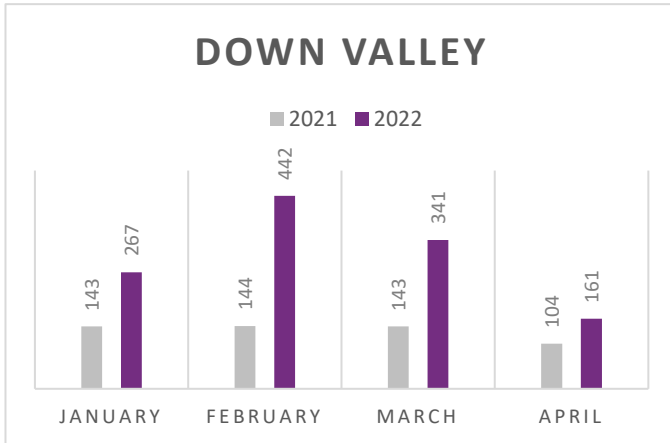


## NORWOOD 7 DAY



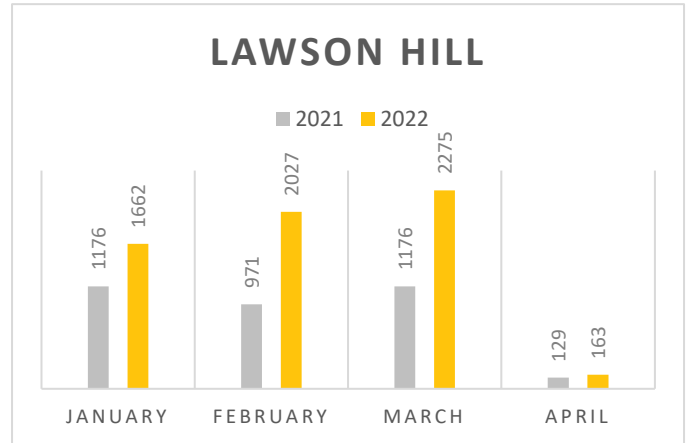
- Ridership continued**

Down Valley ridership, while dipping like the other routes in April is still exceeding last year's.



- Ridership continued**

Lawson Hill ridership also continues to be stronger than last year's.



The following is a chart that illustrates the cost saving when using public transit based on current gas prices, which average \$3.95 in Colorado right now. A five day per week commuter from Norwood saves almost \$50 per week by using the SMART bus.

Route (from) to Telluride	Miles One Way	Miles Round Trip	Average MPG	Gallons per Trip	Gas Price	Routine vehicle Maintenance per Mile	Total Cost per Round Trip	Bus Price One Way	Bus Price Round Trip	Savings using Transit - Round Trip
Rico	27.5	55	24.2	2.27	\$8.98	\$1.65	\$10.63	\$3.00	\$6.00	\$4.63
Norwood	33	66	24.2	2.73	\$10.77	\$1.98	\$12.75	\$2.00	\$4.00	\$8.75
Nucla	55.2	110.4	24.2	4.56	\$18.02	\$3.31	\$21.33	\$3.00	\$6.00	\$15.33
Naturita	52.5	105	24.2	4.34	\$17.14	\$3.15	\$20.29	\$3.00	\$6.00	\$14.29
Redvale	41.9	83.8	24.2	3.46	\$13.68	\$2.51	\$16.19	\$2.00	\$4.00	\$12.19
Placerville	15.7	31.4	24.2	1.30	\$5.13	\$0.94	\$6.07	\$1.00	\$2.00	\$4.07
Sawpit	12.1	24.2	24.2	1.00	\$3.95	\$0.73	\$4.68	\$1.00	\$2.00	\$2.68
Two Rivers	7.3	14.6	24.2	0.60	\$2.38	\$0.44	\$2.82	\$1.00	\$2.00	\$0.82
Lawson	4.3	8.6	24.2	0.36	\$1.40	\$0.26	\$1.66	\$0.00	\$0.00	\$1.66
Meadows	7.1	14.2	24.2	0.59	\$2.32	\$0.43	\$2.74	\$0.00	\$0.00	\$2.74
Mountain Village	7.3	14.6	24.2	0.60	\$2.38	\$0.44	\$2.82	\$0.00	\$0.00	\$2.82



## **SMART Executive Director report – May 12th, 2022**

Grants: I've been working with Felsburg Holt and Ullevig (CASTA consultants) on our Bus and Bus Facilities (5339) application. We will be requesting a total of 4 large buses, 1 body-on-chassis bus, and 3 vans for the vanpool program.

In addition to the 5339 application, we are also pursuing a Congressionally Directed Spending request for 2 of the large buses in that application. Yes, we are applying for those two buses twice in order to increase our odds of getting a grant for them. The buses in this CDS request will be used for Montrose service, one of which can be used for a backup on that route or the Norwood route.

Lawson Facilities: no updates

Meadows Underpass project: Field Inspection Review (FIR) went as well as it could have. CDOT staff said the work completed to this point was exemplary and are asking for minor changes to what was submitted. The project is now at a 30% design level for the civil work (trail approaches, embankments, excavation depth, etc.) and the design of the actual structure is at 75% of completion. We are now at a point where we need to find additional funding to complete the project to set of plans suitable for construction advertising/bid.

Fiscal Year '21 Audit: FY21 Financials Audit is mostly complete and on track to be accepted and filed with the State by the statutory deadline.

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