Yampa Valley RTA Formation Final Report: DRAFT

Prepared for:
Routt County
City of Steamboat Springs
City of Craig

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FEHR PEERS

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Executive Summary

Placeholder for graphical executive summary to be developed for the final version, after stakeholder input on the draft.

Chapter 1 – Introduction

The jurisdictions of Routt County, City of Steamboat Springs, and City of Craig are rural mountain communities in Northwestern Colorado, with US 40 and State Highway 131 as primary transportation corridors. Jointly, these jurisdictions are considering forming a Regional Transportation Authority (RTA), pursuant to Colorado Revised Statutes Title 43, Article 4, Part 6, to efficiently coordinate and grow regional transportation services. Although the project partners have included Routt County, the City of Steamboat Springs, and the City of Craig, conversations with the other incorporated jurisdictions within Routt County have shown an interest in participating in the RTA.

History of RTA Conversations in the Yampa Valley

Steamboat Springs has had multiple efforts throughout the years for planning and tackling transportation issues. In 1998, Steamboat Springs' *Transit Development Plan* became the *Northwest Colorado Transportation Plan* to guide broader transportation aspects for receiving state and federal funds. The plan sparked further conversation in 1999, and by 2008, a group called "Transportation Solutions" was formed to discuss a wish list of what an RTA could provide for the region. Although these conversations were productive, a more focused effort on the potential for an RTA arose in 2019 in conjunction with conversations about fiscal sustainability, the climate action plan, and the transportation and mobility study. Representatives from the City of Steamboat Springs, Routt County, Steamboat Ski & Resort Corporation (SSRC), and the Steamboat Springs Chamber established the Innovative Transportation Task Force in 2020 to develop recommendations for transportation solutions for the City of Steamboat Springs and the region. The Task Force recommended utilizing an RTA that could potentially explore roadway expansion, bicycle, and pedestrian, microtransit, vanpool, shared rides, bus, bus rapid transit, elevated guideway, gondola, and rail options throughout the region.

Craig's involvement in the RTA process also stems from previous planning efforts, primarily the 2017 Transit Development Plan, which indicated a high need for improved transit options within Craig and to the broader region.

Together, these efforts across the different jurisdictions all led to a broader need for a regional conversation, providing the space for exploring what a Yampa Valley RTA would look like.

Chapter 2 – Existing Conditions

Comprehensively evaluating the existing conditions helps understand what has already been planned, how other peer RTAs were established, how best to leverage the existing transportation resources, and the current community demographics and travel patterns, all of which guide the development of an RTA tailored to the Yampa Valley Communities.

Relevant Plan Review

The following plan review provides information on the planning efforts and related recommendations that have either acted as an impetus to this study or will be key to consider in the RTA formation process.

Routt County Master Plan (2022)

The *Routt County Master Plan* was completed in August 2022 and serves as a guide for what the county will look like 10, 15, and 20 years in the future. The plan identifies a transportation goal to develop a multi-modal transportation system that reduces congestion, provides transportation choices and alternatives, and helps existing and future residents and visitors to move throughout the Yampa Valley. **Table 1** shows the transit recommendations from the plan relevant to the RTA.

Table 1: Routt County Master Plan Transit Recommendations

Recommendation	Description
Increase frequency of regional bus service	Particularly between Hayden, Craig, and Steamboat Springs. Regional transit ridership is strong but there is a desire for better transit connections and improved service to outlying areas. Even if there is existing transit service, it is often outside the time to get to and from work.
Expand transportation service, frequency, and options to and from Yampa Valley Regional Airport	Encourage development of passenger rail service in and to the County from the airport. Explore connections to and from the Yampa Valley Regional Airport and Denver.
Pursue new public transit options, including vanpools, deviated fixed route, or activity buses	Traditional fixed-route bus lines may not always be feasible or cost-effective, but more innovative transit options like micro-transit and vanpools may increase the viability of transit options in outlying areas.
Leverage existing assets (Union Pacific rail network) to explore public transportation and freight options in Routt County	Other transportation uses of the rail corridor may exist after the closure of the power plant and coal mine.

Routt County Climate Action Plan (2021)

In 2021, Routt County published the *Routt County Climate Action Plan (CAP).* One of the top priorities the community identified is to enhance and expand public and multi-modal transportation options. A goal of the plan is to reduce transportation sector emissions by 98% by 2050, accomplished by more people using electric vehicles and other modes of transportation. The CAP presents four transportation strategies to reach the climate goals, and The RTA would help address two of the strategies:

- Strategy 1: Improve safe and equitable multimodal access throughout each community to reduce Vehicle Miles Traveled (VMT)
    - Increase transit ridership by 25% by 2030 and 50% by 2050.
    - Expand access to transit services throughout the community.
    - Improve transit access and make active transportation a safer and easier option for residents and visitors of Routt County
        - This was a high-priority item for the stakeholders engaged in the CAP development process.
    - Increase regional transit service and explore options for an RTA.
- Strategy 3: Reduce single occupancy vehicle travel.
    - Ensure tourists are aware of and encouraged to use alternative transportation options.
        - Encouraging and educating visitors to utilize transit, shuttles, and active transportation options in the community will help to reduce the number of cars on the road, improve local air quality, and reduce GHG emissions within the transportation sector.
    - Develop a regional approach to employee and visitor shuttles and transportation services.

Steamboat Springs Transportation & Mobility Plan (2021)

The *Steamboat Springs Transportation & Mobility Plan (TMP)* was completed in July 2021 to strengthen Steamboat Springs's identity as a historic mountain community with access to many outdoor recreation opportunities. The plan recommends transportation projects, policies, and programs that increase access to the city's historic downtown, ski areas, housing, employment, and recreation. This plan helps guide decisions for the next 10-20 years. Some relevant takeaways for the RTA include:

- Motor vehicle traffic is a top concern for the community.
- Improving transit service is a top funding priority.
- The Steamboat Springs Transit's bus service is well-liked and there is a strong desire to extend service hours, frequency, and to improve bus stop amenities.
- Downtown is considered a bottleneck for all modes of transportation.
- 16.3% of Steamboat Springs residents already choose non-driving commute options.

- A large share of injury crashes occurs on US 40 indicating a need for safer conditions.

Although the TMP does not specifically address transit service, transit bus replacement, or route expansion, it identified some next steps to take. **Table 2** shows recommendations relevant to the RTA.

Table 2: Steamboat Springs TMP Transit Recommendations

Recommendation	Description	Notes
Evaluating transit service expansion (ongoing)	Consider enhancing and expanding service. Service improvements might include adding new bus stops, adding new routes, or extending exiting ones, and reducing headways.	Long term funding sources will need to be identified as part of any expanded service
Creating guidelines for prioritizing and adding amenities to transit stops (short-term)	Transit stop amenities include waste receptacles, benches, shelters, informational displays, and bike racks	The installation & maintenance should be informed by defined criteria for installation, such as ridership numbers, proximity to critical destinations, or community input
Create a regional rail/BRT route (aspirational)	Commuter rail along the existing Union Pacific line between Craig and Steamboat Springs and/or between Craig and the Front Range	With the closure of Hayden and Craig power stations and likely closure of associated coal mine operations, a potential rail corridor may become available to retrofit the existing freight track to commuter rail

Table 3 shows the guiding principles and questions to answer for each transportation project that recommended in the plan.

Table 3: Steamboat Springs TMP Guiding Principles

Guiding Principle	Questions to Answer
Safety	• Will the project reduce or eliminate ped/bike/driver conflict points? • Will the project address historic crash patterns? • Will the project improve the emergency response times and create a more resilient roadway network?
Accessibility and Inclusion	• Will the project serve vulnerable population areas (Yampa Valley Housing Authority, Horizons, dense rental communities)? • Will the project include accessible design strategies for people using mobility devices, children, or older adults?
Multimodal Connectivity	• Will the project connect to existing and proposed sidewalks, bikeways, or transit routes? • Will the project fill a gap in the sidewalk, bikeway, or transit network?
Public Health and Active Living	• Will the project encourage trips by walking, bicycling, or transit instead of driving? • Will the project connect to recreation opportunities (trails or parks)?
Economic Vitality	• Will the project improve access to employment areas? • Is the project likely to make freight movement or deliveries easier or more efficient?
Environmental Sustainability	• Is the project likely to reduce single -occupancy vehicle trips? • Will the project negatively impact natural resources (bodies of water, open spaces, trees, wildlife, etc.)?
Community and Quality of Life	• Is the project likely to reduce motor vehicle congestion? • Will the project improve access to community facilities (schools, healthcare, libraries, or community centers)?
Land use Integration	• Will the project serve future high-intensity land uses?

Northwest Transportation Regional Plan (TPR) (2020)

The *Northwest Transportation Regional Plan (TRP)* was created by the Colorado Department of Transportation (CDOT) and adopted in November of 2020. CDOT updates the plan every four to five years in coordination with regional planning partners. The plan covers Grand, Jackson, Moffat, Rio Blanco, and Routt counties. The TRP establishes a framework for an integrated, statewide transit system that meets the mobility needs of Coloradans. The plan helps prioritize transit investments and work towards the long-term implementation of the region's unique transit vision and goals to "form an enhanced, expanded, and cohesive network of transit options providing access and improved quality of life for the Northwest region's diverse population and visitors."

During the planning process, CDOT met with the community and existing transit providers to assess transit challenges and improvements. This outreach effort influenced the plan's recommendations, and **Table 4** shows the recommendations relevant to the RTA.

Table 4: Northwest TPR Recommendations

Project Name	Project Description	Capital Cost (In Millions)	10-Year Operating Cost (In Millions)
Hayden Park-n-Ride	Create regional transportation hub and Park-n-Ride facility that is in Hayden	$1.50	$6.13
New Local Transit Service in Craig	Create and implement transit system that serves the City of Craig	TBD	$0.10
Steamboat Springs Transit Planning Study: Develop BRT Routes to Remove Traffic and Service Remote Parking Lots	Develop bus rapid transit routes to incorporate remote parking lots with high traffic areas	TBD	TBD
Western Steamboat Springs Transit Service	Expand Steamboat Springs into western Steamboat Springs	$4.70	$6.895

Greenhouse Gas Inventory and Forecasted Emissions Report (2018)

The 2018 *Greenhouse Gas Inventory and Forecasted Emissions Report* outlines the changes in greenhouse gas emissions from 2005 to 2018 and predicts what emissions will be in 2050. This report states that emissions from the transportation sector grew from 2005 to 2018 and are expected to grow even more by 2050 if no changes are made. In 2018, the transportation sector accounted for 26% of total emissions for Routt County, a 25% increase from 2005. The largest source of emissions in the transportation sector was gasoline vehicles, which accounted for 66% of transportation emissions. By 2050, the transportation sector is expected to be the largest source of emissions for Routt County; this is due to expected increases in population and tourism. The report states that to curb transportation emissions, expanding and electrifying public transportation is essential, which is something the RTA can assist in.

City of Craig Transit Development Plan (2017)

In 2005, the first Transit Development Plan (TDP) was developed for the City of Craig. In 2014, as part of the development of the Statewide Transit Plan, the City of Craig was awarded planning funds to update the TDP. The primary goal of the updated TDP is to identify unmet transportation needs in the City of Craig and the surrounding areas to determine if there is enough demand to warrant the provision of a basic level of public transit in the study area. The plan consisted of two interim reports, one for existing conditions and one for transit service options. The main take aways from each report that are relevant to the RTA are outlined below:

- Interim Report #1 Existing Conditions
    - There is a need for transportation from low-income areas, including the Columbine Apartments on the west end of town, Shadow Mountain, and the trailer park community on the east end of town.
    - Many residents cannot afford to use the local taxi service and rely on rides from friends and family members or walk to reach their destinations.

    - Regional public transportation is needed from Craig to the Yampa Valley Airport, Steamboat Springs, Grand Junction, and Denver.
    - There is a need for public transportation for seniors and college students.
    - Local bus service would encourage Craig residents to utilize downtown amenities (i.e., shops, restaurants, etc.).

- Interim Report #2 Transit Service Options
    - Route deviated bus service in Craig.
        - The service would operate 12 hours a day, seven days a week and reservations for the deviations would need to be made in advance.
    - Supplementary regional service between Craig and Steamboat Springs.
        - Add two additional mid-day roundtrips between Craig and Steamboat Springs in the afternoon.
            - Service would be seven days a week and fill the gap in existing service.

Steamboat Springs US Highway 40 Access Study (2008, 2016)

The City of Steamboat Springs completed two plans in 2008 and 2016 studying the access points of US 40 on the East and West sides of the City. Steamboat Springs along with Routt County and CDOT recognize that good mobility and safe access along US 40 are essential to the on-going vitality of the city and the region. Residents and businesses in Routt County depend heavily on US 40 for local and inter-community travel. Visitors also rely on US 40 to connect them to recreational opportunities. The goals of the plan relevant to the RTA include:

- Provide effective and efficient travel for traffic on US 40.
- Provide safe, effective, and efficient access to and from US 40 for businesses, residents, and guests for all travel modes.
- Support development of alternative modes.

Supplement to the Steamboat Springs Community Area Plan (2014)

The city of Steamboat Springs adopted the *Steamboat Springs Community Area Plan* in 2004. In 2011, the city initiated a review and update to the plan. A key takeaway from the community outreach is that 89% of participants said they wanted to improve in-town mobility and to the surrounding areas for residents and visitors by creating a comprehensive, integrated, and multi-modal transportation system. An integrated, multi-modal transit system has transit, pedestrian, bicycle, and roadway systems working together. A goal that was identified in the plan was to decrease vehicle trips by 17% or more and replace them with transit, bicycle, and pedestrian trips.

RTA Background and Peer Community Review

As the RTA formation process begins for the Yampa Valley region, it is important to understand how an RTA can operate and what other successful RTAs have done in their creation process. This section details the process for creating an RTA, financing tools available to RTAs, and examples from Eagle Valley, San Miguel County, and Gunnison Valley. A more in-depth discussion and recommendations from peer RTAs will be detailed in Chapter 4.

Background Information

Under Colorado law (Colorado Statutes 43-4 Part 6), municipalities, counties, and special districts can join forces to create an RTA to address transportation needs within a specific geographic region. The general process to create an RTA involves the following steps.

1. Establishing the members of the potential RTA and holding public hearings within each of the potential member jurisdictions to consider participation.
2. Writing a contract defining the term, members, functions, and boundaries of the potential RTA and submitting the contract to CDOT for review
3. Putting the formation of the RTA to the voters for approval at either a general or special election
4. Collecting revenues in the January following voter approval

RTAs could collect revenue from a variety of funding mechanisms, as shown in **Table 5**.

Table 5: Regional Transportation Authority Financing Tools

Financing Mechanism	Provisions	Statutory Citation
Sales or Use Tax	RTAs may levy a sales or use tax, or both, of not more than 1 percent upon every transaction with respect to which a sales or use tax is levied by the state. If a member of the RTA is located within more than one authority, the total sales and/or use tax may not exceed 1 percent. The RTA may levy a sales or use tax at differing rates in designated parts of the authority. However, if the authority includes territory within the RTD's boundaries, the rate of the tax must be levied in such a way that the rate of tax within the territory of any single member of the combination is uniform.	Section 43-4-605 (1)(j)(I), C.R.S.
Annual Motor Vehicle Registration Fee	RTAs may impose an annual motor vehicle registration fee of not more than $10 for each motor vehicle registered within any or all portions of the RTA boundaries. If a motor vehicle is registered in a county that is a member of more than one RTA, the total motor vehicle registration fees for that vehicle may not exceed $10.	Section 43-4-605 (1)(i), C.R.S.
Visitor Benefit Tax	RTAs may levy a visitor benefit tax on those purchasing overnight rooms or accommodations within the RTA's boundaries. The visitor benefit tax may not exceed 2 percent of the price of the overnight room or accommodation. Further, at least 75 percent of the revenue derived from the tax must be used by the RTA to finance, construct, operate, and maintain the RTA's regional transportation system and to provide incentives to overnight visitors to use public transportation. No more than one-third of the RTA's total revenues may be derived from this tax.	Section 43-4-605 (1)(i.5), C.R.S.
Mill Levy*	RTAs may impose a uniform mill levy of up to five mills on all taxable property within the territory of the authority. Imposing such a levy does not affect the power of an authority to establish LIDs and impose special assessments	Section 43-4-605 (1)(j.5)(I), C.R.S.
Regional Transportation Activity Enterprises	RTAs may establish one or more enterprises. The enterprise must be owned by the entire authority, and may not be combined with another enterprise owned by a separate RTA. Enterprises may issue or reissue revenue bonds, and contract with other governmental or private entities for loans and grants related to the enterprise's functions.	Section 43-4-606, C.R.S.
Bonds	Pursuant to a resolution of its board, an RTA may issue bonds for any of its corporate purposes.	Section 43-4-609, C.R.S.

Source: Colorado Legislative Council Staff Memo dated 9/14/2017.
*This provision is currently set to expire on January 1, 2029.

Currently in Colorado, there are six RTAs:

- Gunnison Valley Transportation Authority
- Pikes Peak Rural Transportation Authority
- Roaring Fork Transportation Authority
- San Miguel Authority for Regional Transportation
- South Platte Valley Regional Transportation Authority
- Eagle Valley Transportation Authority

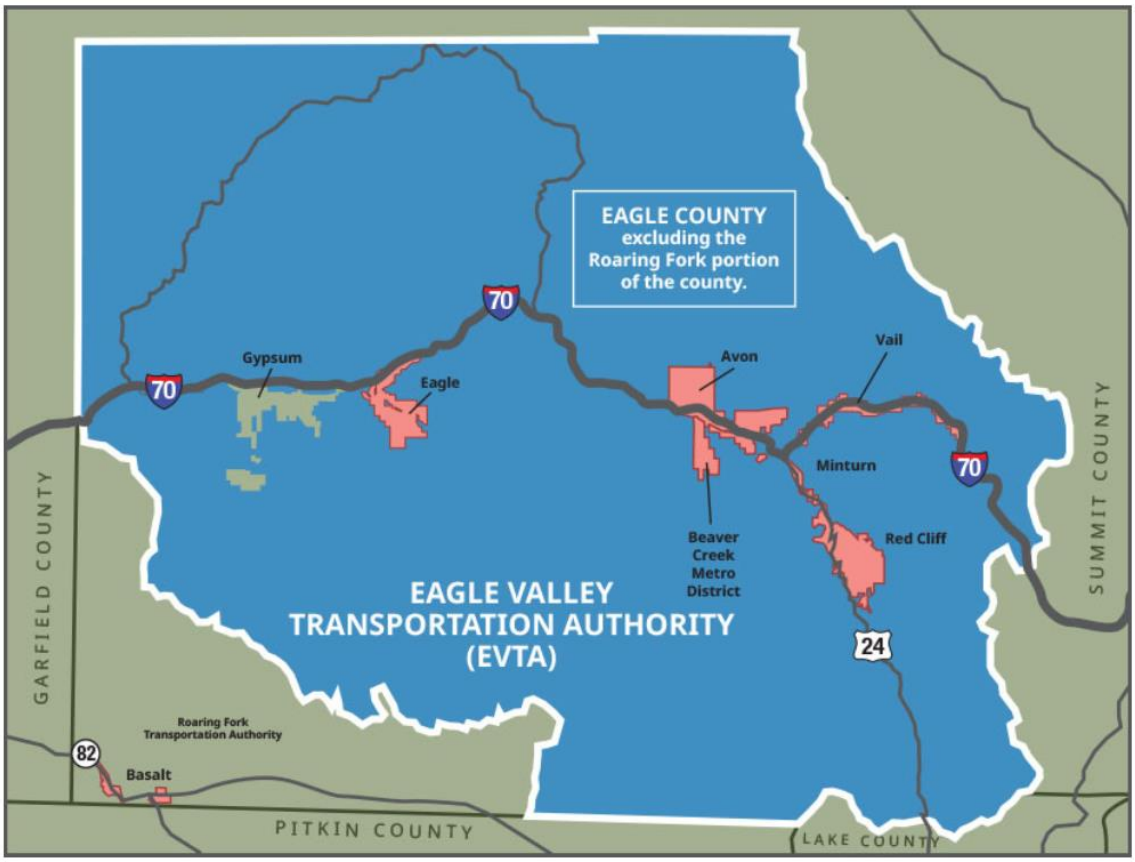
The project team gained insight from the Eagle Valley Transportation Authority, San Miguel Authority for Regional Transportation, and Gunnison Valley Transportation Authority about the following questions:

- What transportation services does the RTA include?
- How is the RTA funded?
- How did the RTA consider/encourage their smaller communities?
- What role did public polling play ahead of the vote?
- How specific was the RTA ballot language and intergovernmental agreement?
- What are other lessons learned in the RTA formation process?

Eagle Valley Transportation Authority (EVTA)

The Eagle Valley Transportation Authority was approved by voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District in November 2022.

Figure 1: EVTA Service Area



Transportation Services

EVTA is mostly focused on the operations and service improvements of the regional transit provider, ECO Transit. The RTA also includes the following:

- Accelerating the conversion of fleet and facilities to zero-emission operations
- Investing in transit-related facilities, such as staff housing
- Supporting local air service through funding for minimum-revenue guarantees
- First-last mile improvements, including improvements to transit-related bicycle and pedestrian facilities
- Regional transportation system planning

Throughout the formation process, it became clear that funding for roadway improvements and maintenance was not a priority nor feasible for the RTA to handle.

Funding

The main funding source for EVTA is a 0.5% Sales Tax. ECO Transit also has existing funding through the 0.5% Transportation Sales Tax. This source will continue to fund operations, handled through the county instead of the RTA.

Smaller Communities

In the case of EVTA, the service area includes all of Eagle County except the portion that is already served by the Roaring Fork Transportation Authority and Gypsum, whose residents voted to not be a part of the RTA **(Figure 1)**. For Gypsum specifically, since there is existing ECO transit funding through the transportation sales tax, the community will likely continue to have the same level of service as before. The difference is that, unless Gypsum chooses to join EVTA in the future, there will not be targeted transportation improvements funded by the RTA in Gypsum.

Public Polling

For EVTA, project staff in the formation process came up with a list of improvements that the RTA could take on. Input to this list of improvements was solicited in focus groups, stakeholder groups, and different governments across the different jurisdictions. When the list was refined, they conducted public polling in early summer 2022, which gauged the public's interest in some of the ideas. The polling included both high-level concepts and specific operational examples. The project staff also did a quick poll of the ballot language in late summer 2022 to finalize the ballot language. A key aspect of the polling process was to understand what was politically and technically needed across all the jurisdictions; actively engaging all the jurisdictions which would be voting was critical to the RTA's success.

RTA Ballot Language

The approach to the EVTA ballot language was to have enough specificity for the public to know what the RTA would do, but they were not too specific to the point of being unrealistic. In other words, the ballot language was structured to be vague and visionary, with enough specifics to ensure the public knew what they could expect from the RTA, especially in the first five years of existence after voter approval.

Lessons Learned

EVTA provided the following lessons learned to consider for the Routt County/Steamboat Springs/Craig RTA:

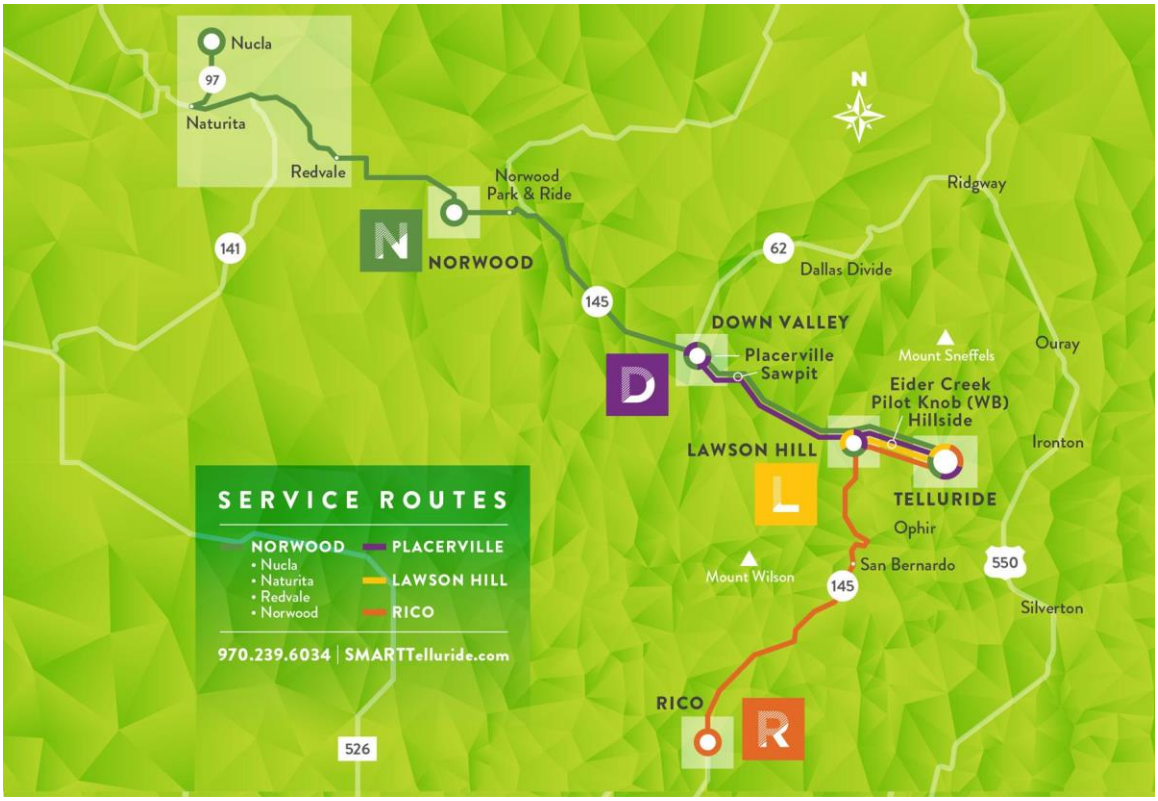
- Shared goals and a set deadline are extremely important. This prevents cyclical conversations on smaller details that can be ironed out once the RTA is established.
- Having a give-and-take approach and perspective across all communities helped create a ballot initiative that would be comfortable to take to all voters.
- Assume that the RTA will pass and have a "shadow" government in place to be prepared to start working as soon as it passes. In other words, have a comprehensive understanding of operations, staffing, and funding collection for day one.

- Identify who is driving the process. There should be one individual or a small group of people who are owning the process by moving it forward to meet the ballot date.

San Miguel Authority for Regional Transportation (SMART)

The San Miguel Authority for Regional Transportation was voted in by the Town of Telluride, the Town of Mountain Village, and the R-1 School District of San Miguel County in November 2016.

Figure 2: SMART Service Area



Transportation Services

SMART is mostly focused on transit operations of its commuter fixed route, Lawson Hill/Off-Season fixed route, and shuttles. The RTA also includes "trails for commuting" which are transit-related improvements to bicycle and pedestrian facilities. In the future, SMART expects to operate the gondola between Telluride and Mountain Village, currently operated by the Town of Mountain Village. As for the operations and maintenance, SMART has a turn-key contract with a private contractor.

There are some political challenges with accessing the Montrose airport, but it is expected that SMART will have a route with an airport spot located a few blocks away from the airport in the near future.

Funding

The main funding sources for SMART is a ¼ cent sales tax and 0.75 mill levy on properties. SMART also receives funding through the Real Estate Transfer Assessment, but this is an inconsistent form of funding, which SMART chooses to put into its capital reserve whenever they receive it.

Smaller Communities

The towns of Nucla, Naturita, and Norwood are not within the SMART district, but these towns were served by the previous transit providers. To continue this needed transit service, service to these communities continues with funding provided by SMART.

Public Polling

Public polling was a critical step prior to sending out a ballot for SMART, especially with taxing implications. Although it is not clear what the polling process was ahead of SMART's creation, SMART is currently preparing to ask for a funding increase to fund the gondola operations. The RTA plans to do an attitudinal poll to understand how voters feel about the gondola initiative, followed by a more specific poll on what the implications could be, and a final poll to help guide the ballot language.

RTA Ballot Language

The approach to the SMART ballot language was like that of EVTA with enough specificity to demonstrate to voters what they could expect but allowing the RTA to have the flexibility it needs to accomplish its goals. For example, SMART outlined specific scenarios to the voters on how much will be spent on each service to demonstrate a responsible attitude to the funding. SMART also included multiple potential funding sources on the ballot so that it could leverage various sources if there would be a need. Currently, they have not needed to utilize all funding mechanisms, but they have it in their scope if it becomes necessary.

Lessons Learned

SMART provided the following lessons learned to consider for the Routt County/Steamboat Springs/Craig RTA:

- There needs to be a balance in providing service and having a "nest egg" for the capital and operating reserves. There must be a balance in the back-end infrastructure as it relates to managing community expectations while pacing the organization to have fiscal sustainability.
- Staffing and organization ready to go on the first day of RTA operations is a critical step, yet it is often overlooked.
- The ballot and intergovernmental agreement must be specific enough to be publicly trusted, yet flexible enough to limit the number of times needed to go back to voters in the future.

Gunnison Valley Transportation Authority (GVTA)

The Gunnison Valley Transportation Authority was originally passed by the voters in 2002 to fund air service. It was reauthorized in 2008, and includes all of Gunnison County except Somerset, Marble, Pitkin, and Ohio City.

Transportation Services

GVTA has three main transportation focuses:

- The RTA Commuter Free Bus
- Senior Bus service in Gunnison and Crested Butte
- Air Service

Although air service itself is funded by the RTA, there are no conversations about transit connections to the airport due to competition, bus capacity, and demand. In fact, the larger communities in the county did not see a benefit in having this service. For GVTA, the future focus is on expanding transit service throughout Gunnison and the building of a transit center.

Although the RTA does not contribute funds to the daily Bustang service, it is coordinating with CDOT to increase the number of round trips to Denver and to Montrose.

Funding

The main funding source for GVTA is a 1% sales tax. The RTA also aggressively applies for state and federal funds for both operations and capital needs.

Smaller Communities

The towns of Somerset, Marble, Pitkin, and Ohio City are not included in the RTA due to the natural geography and the lack of demand. It is unfeasible and unnecessary to reach these communities.

Public Polling

The voting process was a while back for GVTA, so there is not much information on this process, but when the RTA went back to the ballot in November 2015 for a tax increase, they polled the public in advance of the vote. The initial polling for this effort showed an even split between residents, so they spent eight to 10 months informing and talking to the public. The tax increase passed with a 52% approval, but the polling was critical in educating the public.

RTA Ballot Language

Like EVTA and SMART, the ballot language for GVTA was specific enough to the goals of the RTA, but there were also broader concepts that allow the RTA to fund different transportation services without needing further voter approval. Something that was helpful in the passing of the ballot was a sunset

provision, which ensured that there would be an end to the initial funding. The RTA then went back to the voters to approve an extension of the funding, but the sunset provision ensured a sense of accountability.

Lessons Learned

GVTA provided the following lessons learned to consider for the Routt County/Steamboat Springs/Craig RTA:

- Strongly pursuing grants and funding sources that are outside of the normal funding is important to ensure fiscal sustainability and the responsible handling of resources.

Transit Overview

The existing public transportation services in the region include Steamboat Springs Transit (SST), Bustang Outrider, and Snowstang.

Steamboat Springs Transit

SST Local and Regional

SST schedules and routes are dependent on the season. The winter season is from December – April and the summer season is from April – December. The winter and summer bus schedules are shown in **Table 6.**

The local bus service is within the town of Steamboat Springs and is free to ride. The local buses have bike racks while skis are brought inside.

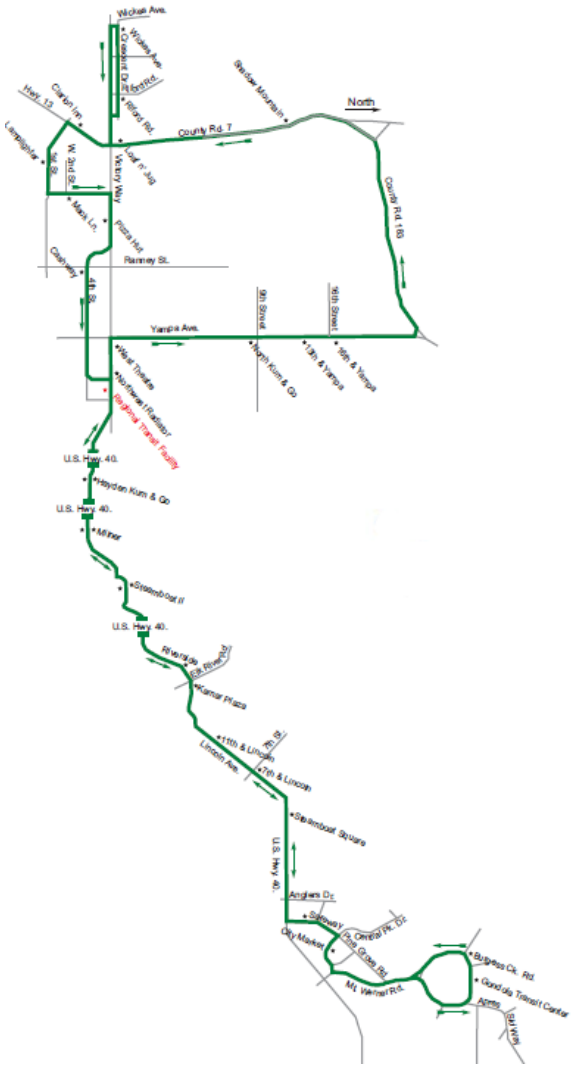
The regional bus connects Steamboat Springs and Craig **(Figure 3**). In both seasons and directions, the bus makes 15 stops in Craig, one stop in Hayden, one stop in Milner, and 10 stops in Steamboat Springs. In the winter, there are three departures in the morning from Craig and one from Steamboat Springs. In the evening, there is one departure from Craig and three from Steamboat Springs. In the summer, there is only service from Craig to Steamboat Springs in the morning (2 departures) and from Steamboat Springs to Craig in the evening (2 departures). The fare depends on how far the passenger is traveling, to travel from Craig to Steamboat Springs, or in reverse, costs $6. There is also an option to purchase a bus pass for $40 that is worth $60 of rides.

Table 6: SST Winter and Summer Schedule

Route	Peak Winter Frequency/Service Level	Summer Frequency
Red / Green Line	15 min	20 min
Orange / Purple Line	20 min	-
ExpreSST	20 min (No service 11:30AM – 1PM)	-
Main Line / Main Line Condos	30 min (AM Peak, 6PM-12:30 AM)	-

Regional	Four roundtrips	Two roundtrips
Night Line	-	30 min
Yellow Zone	On-Demand	On-Demand

Figure 3:Regional Route

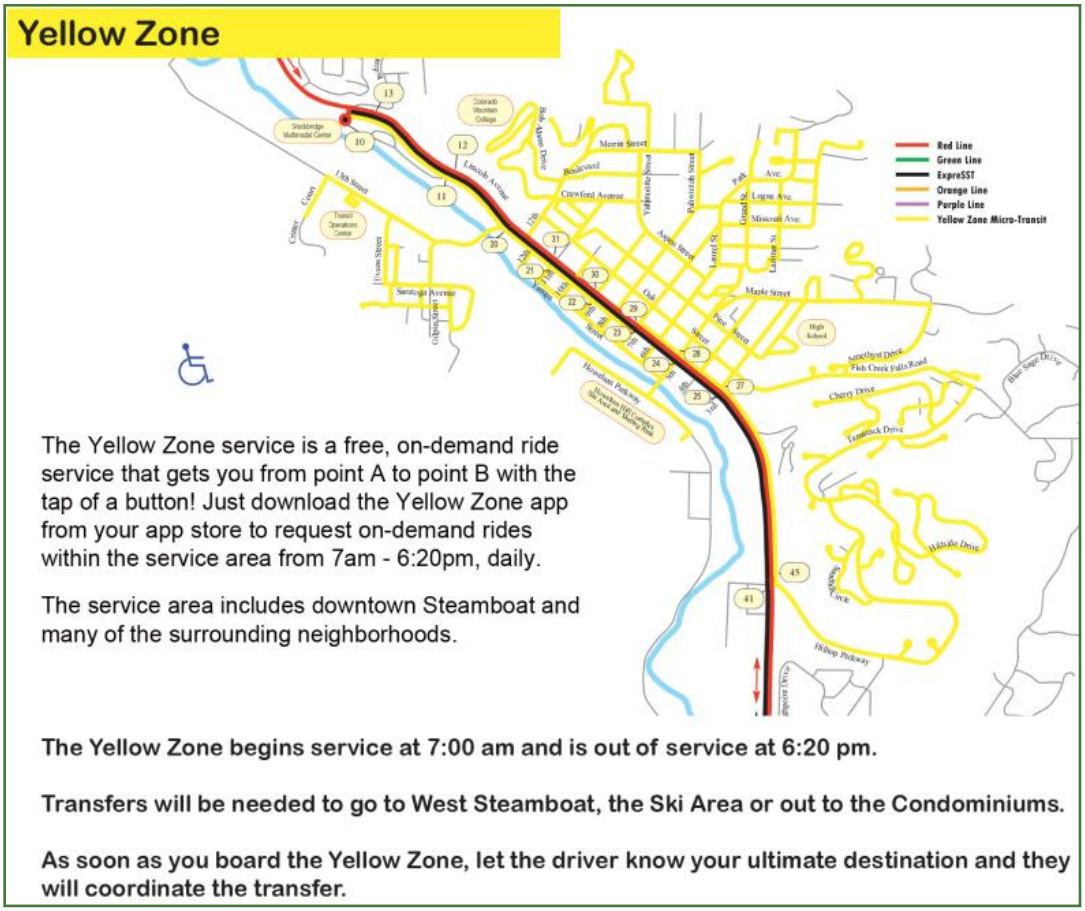


SST Yellow Zone

The Yellow Zone is a new service that has replaced the fixed route Yellow Line. It is a free, on-demand ride service that operates daily from 7:00 AM – 6:20 PM. The service area includes downtown Steamboat Springs and many of the surrounding neighborhoods. To access the service, users can download an app called “Yellow Zone” or call a number. Once the user is on board, they can coordinate a drop off location

with the driver or discuss any transfers that are needed to get to a location outside of the Yellow Zone. **Figure 4** shows a map of the Yellow Zone service area.

Figure 4: SST Yellow Zone



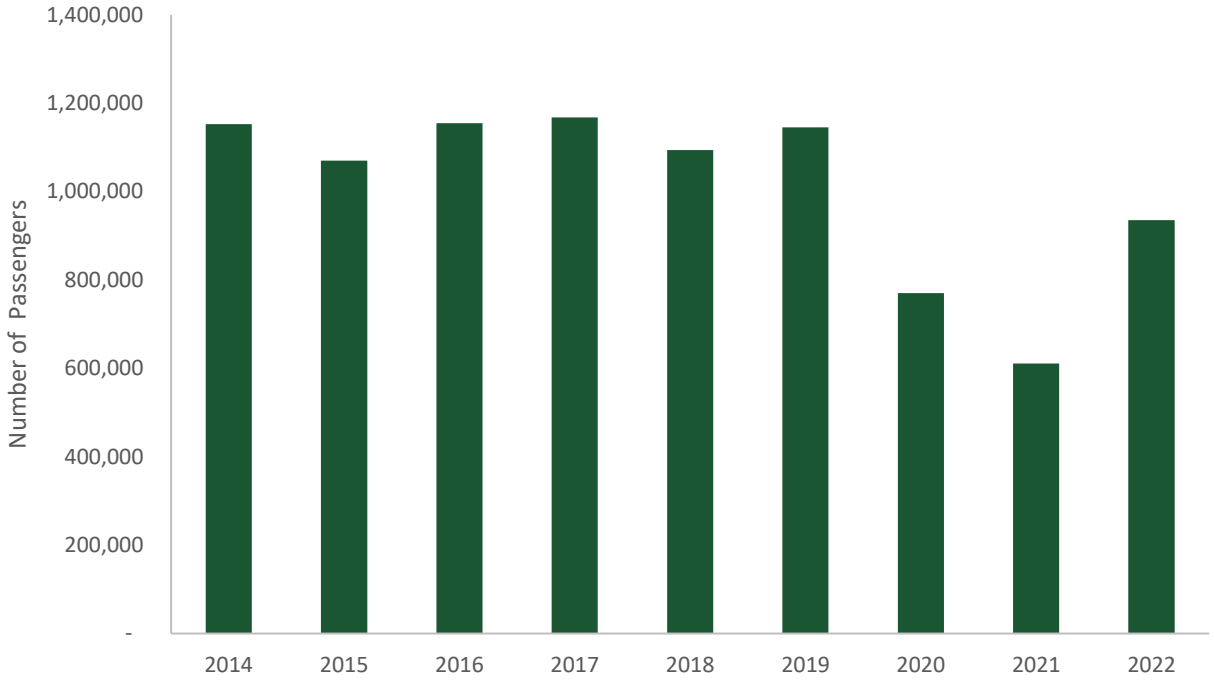
AccessTheBoat / Your Ride

AccessTheBoat and Your Ride are Americans with Disabilities Act (ADA) Paratransit services that Steamboat Springs offers. AccessTheBoat is a paratransit vehicle that provides curb-to-curb service within the SST service area. It is free for people who qualify under the ADA and are unable to use SST bus service, or other fixed route service. In 2022, more than 710 trips were made with this service. Your Ride is a van with a hydraulic lift that can accommodate up to six passengers.

SST Regional Ridership Analysis

The total annual ridership for SST from 2014 to 2022 is shown in **Figure 5**. The total ridership is the sum of the passengers who used the local routes, regional route, and paratransit. The local routes contribute to the highest number of passengers. Ridership levels were consistently above 1,000,000 until COVID-19 hit in early 2020 and the ridership dropped. The state-mandated capacity constraints were lifted in December 2021, and the 2022 ridership numbers reflect a rebound in ridership after that change. Ridership in 2022 was at 82% of 2019 ridership overall.

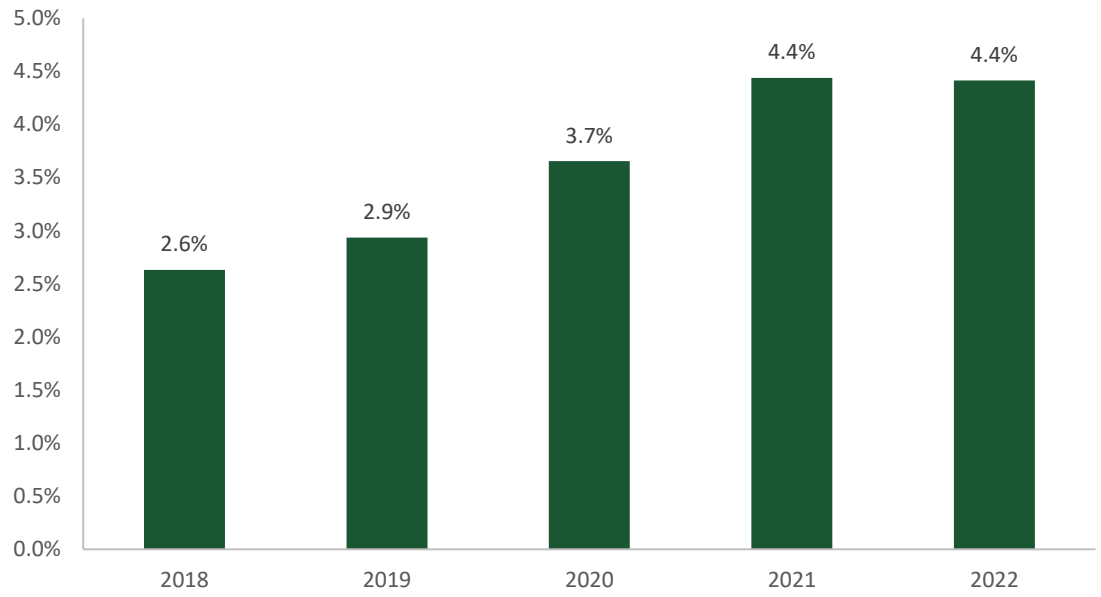
Figure 5: Total SST Ridership



Source: Steamboat Springs Transit, National Transit Database

Figure 6 shows the percentage of SST passengers that use the regional bus route for the past 5 years. The percentage of passengers that use the regional bus route has consistently grown, even during COVID, demonstrating that it is an increasingly used route with strong demand.

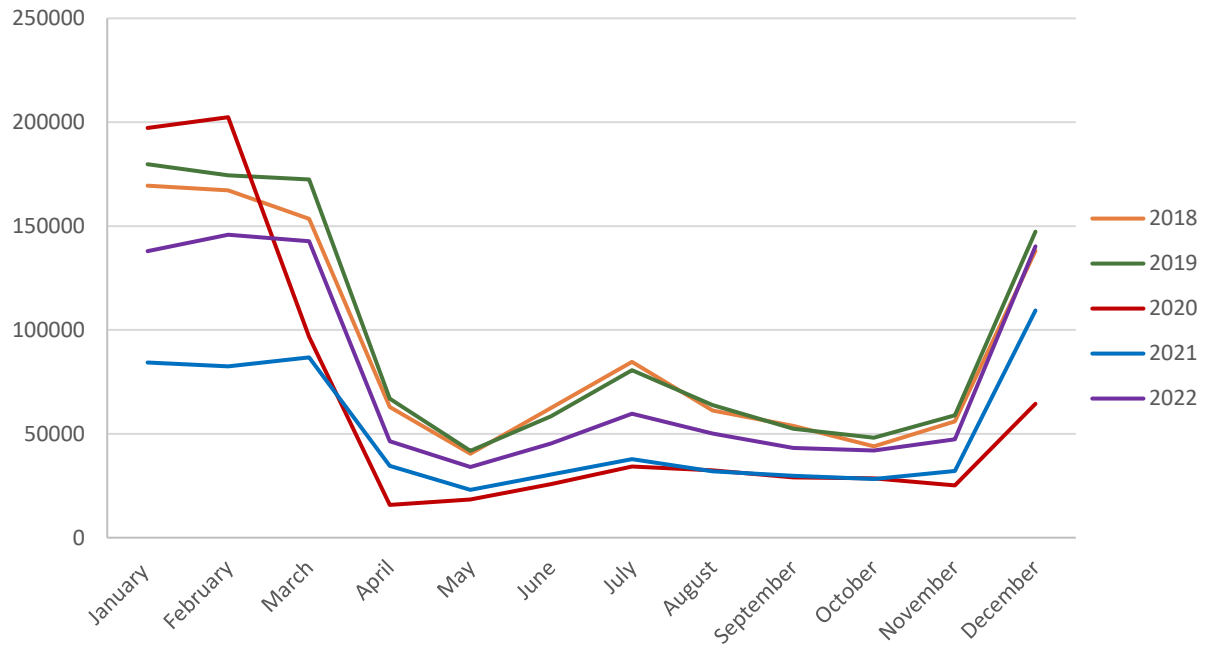
Figure 6: Regional Percentage of Ridership



Source: Steamboat Springs Transit, National Transit Database

Figure 7 displays SSTs ridership by month for the past 5 years. The ridership is seasonal. The highest ridership occurs in the winter months of December, January, February, and March; the lowest ridership occurs in April.

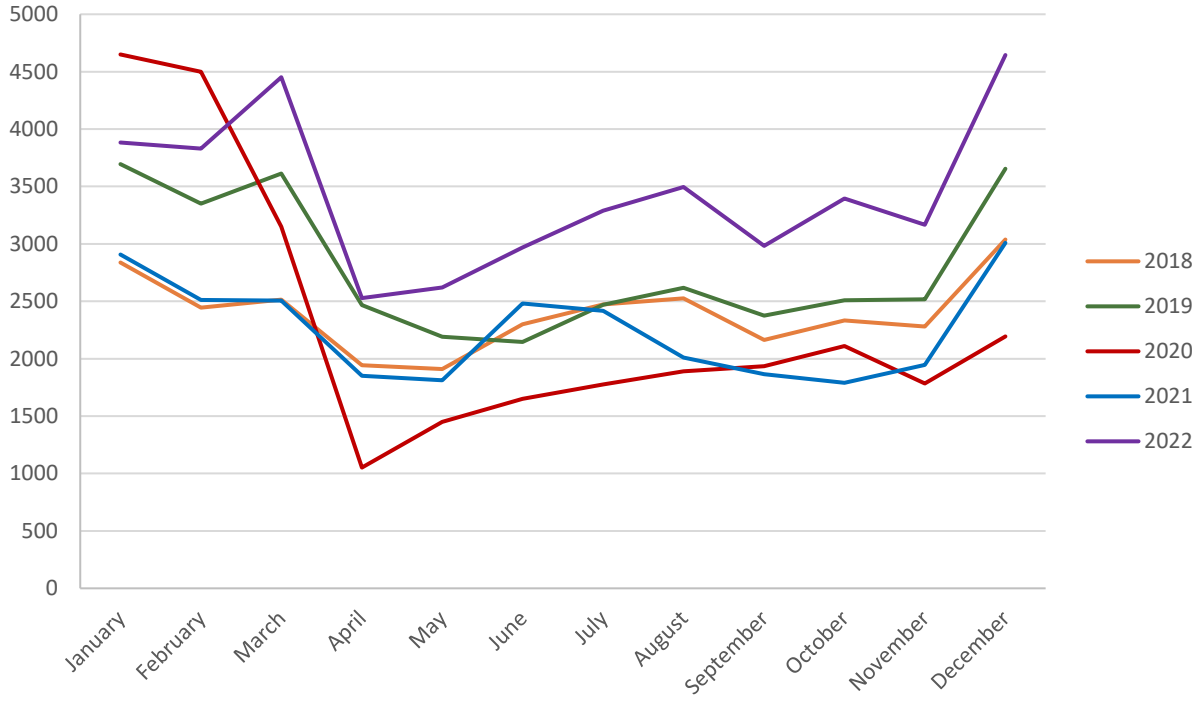
Figure 7: SST Ridership by Month



Source: Steamboat Springs Transit, National Transit Database

Figure 8 displays the regional ridership by month for the past five years. Regional ridership is seasonal but not as seasonal as the total SST ridership. The highest ridership occurs in the winter months of December, January, February, and March; the lowest ridership occurs in April. The figure also shows that COVID-19 had a significant impact on ridership. Ridership levels have steadily increased since then and the data from January 2023 show that it is the highest ridership ever recorded in that month.

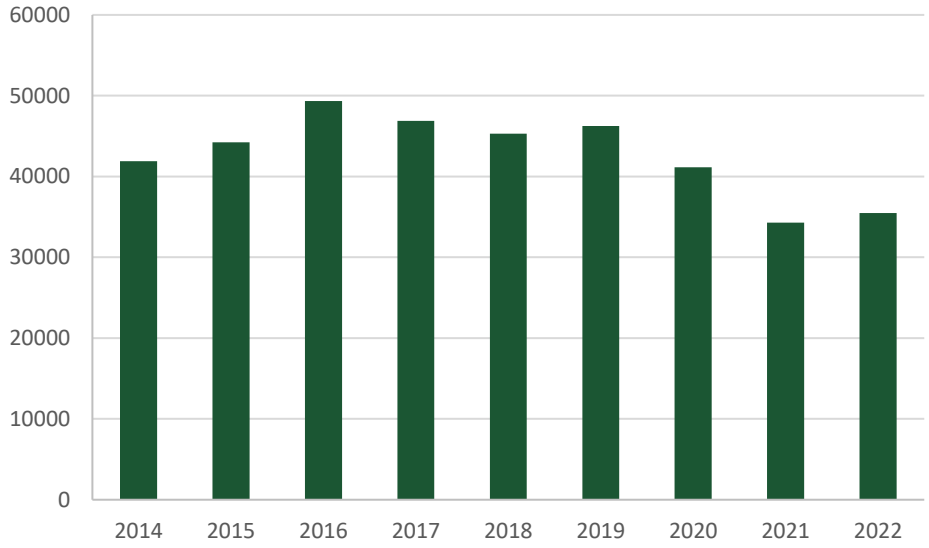
Figure 8: Regional Ridership by Month



Source: Steamboat Springs Transit, National Transit Database

Figure 9 shows the annual revenue hours from 2014 to 2021. The revenue hours have remained consistent over the years apart from 2020 and 2021 during COVID-19 service reductions.

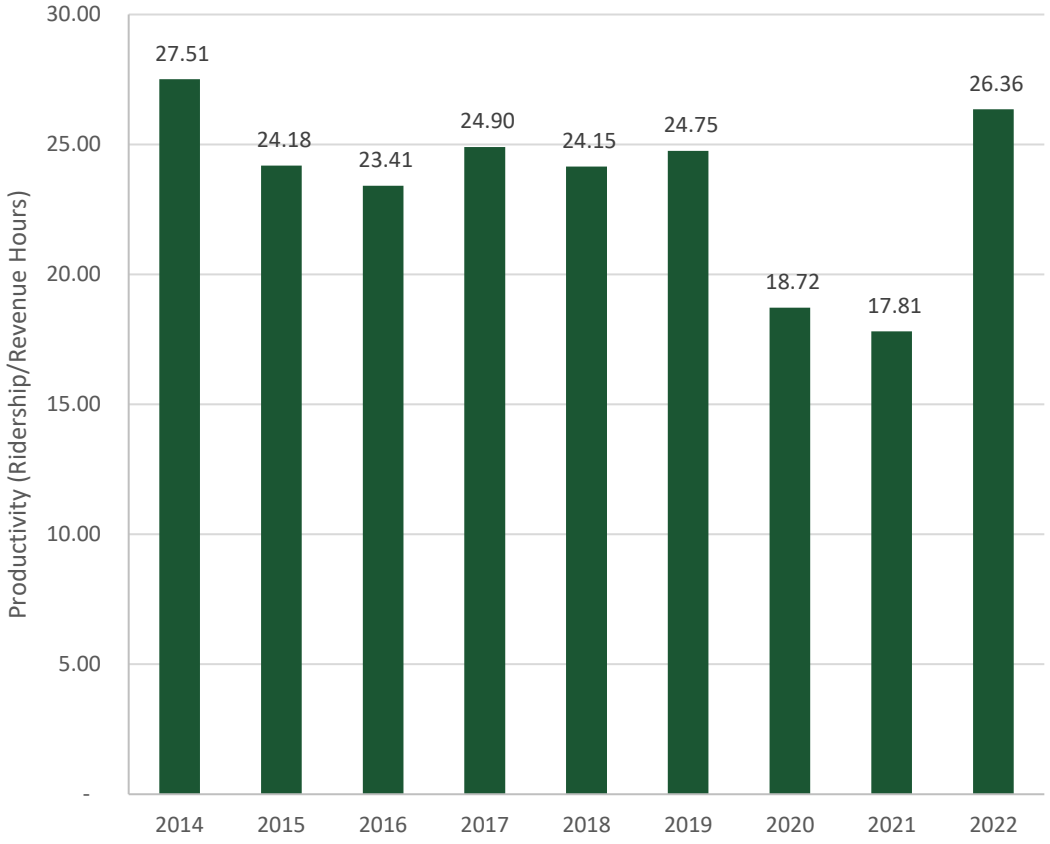
Figure 9: Revenue Hours by Year



Source: Steamboat Springs Transit, National Transit Database

Figure 10 shows the productivity, ridership per revenue service hours, annually from 2014 to 2021. That data shows that SST has had an average productivity of twenty-five riders per service hour other than during COVID-19. In 2022 productivity exceeded what it had been for the past seven years but that is likely because less service was offered while demand remained strong.

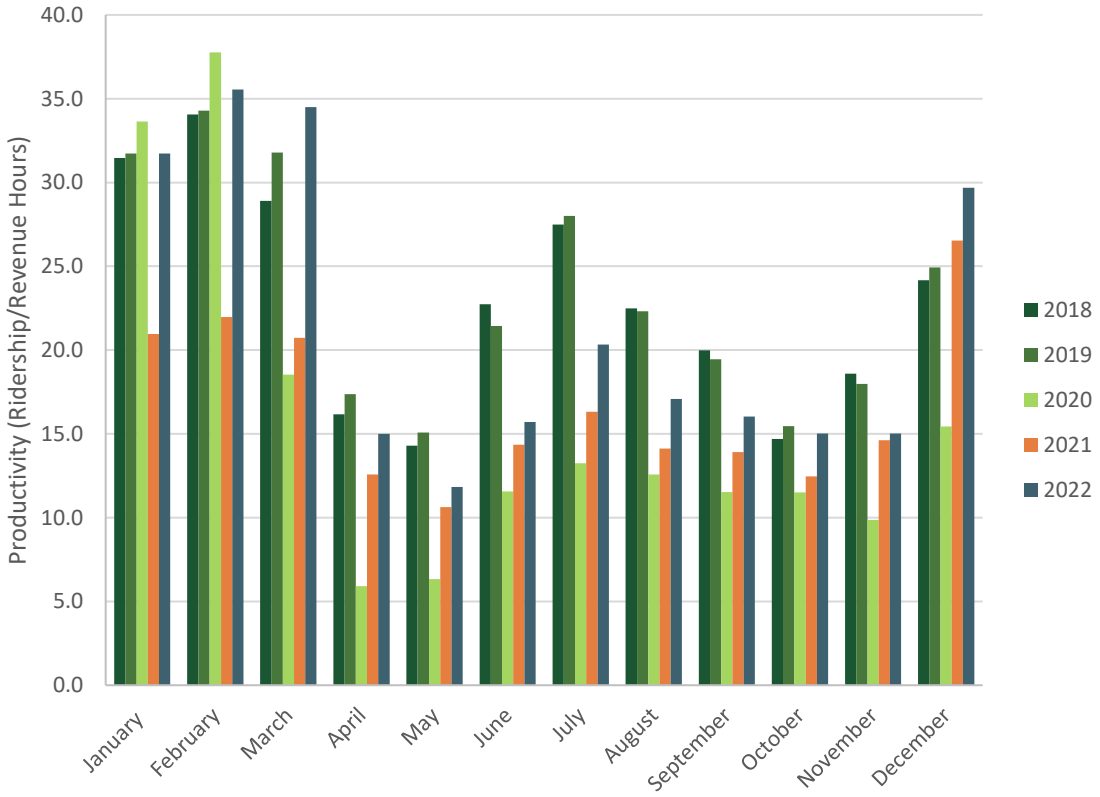
Figure 10: Annual Productivity 2014-2022



Source: Steamboat Springs Transit, National Transit Database

Figure 11 shows the monthly productivity for the past five years. This chart shows that the highest productivity occurs in January, February, and March.

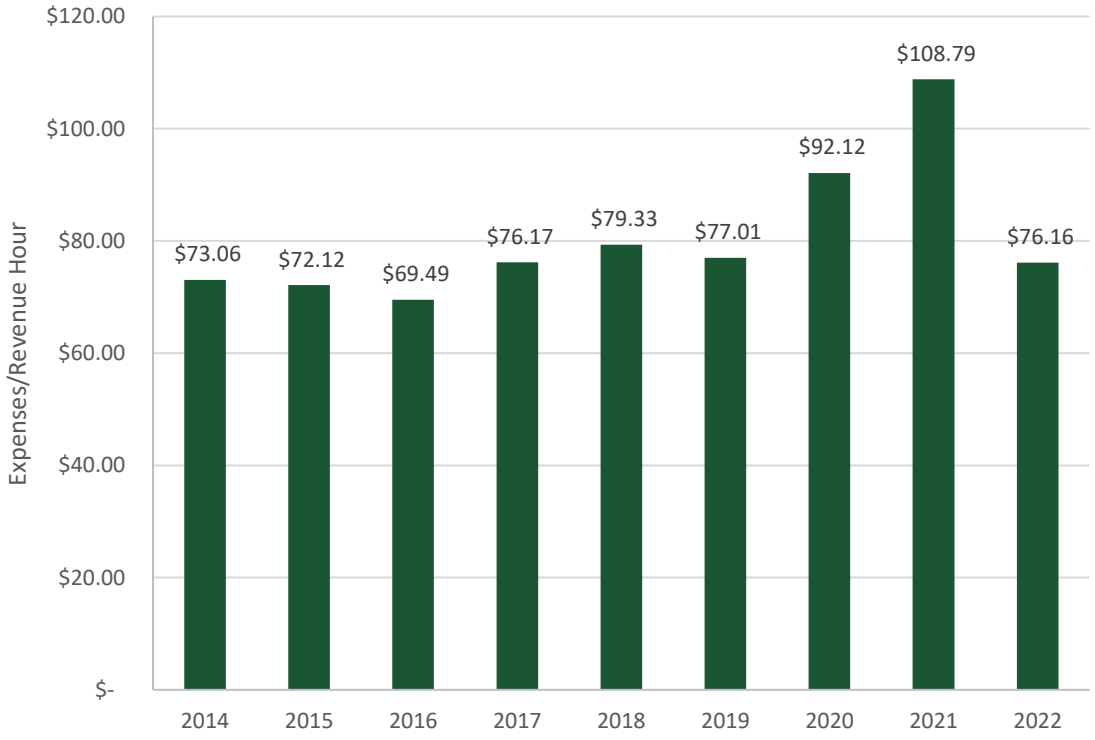
Figure 11: Productivity by Month 2018-2022



Source: Steamboat Springs Transit, National Transit Database

Figure 12 shows the cost per hour from 2014-2021. Pre-pandemic, the average cost per hour was $75. During the pandemic, the average cost per hour increased to $100 (cost per hour is calculated by dividing the expenses by revenue hours). In 2022, the average cost per hour fell back to pre-pandemic levels but SST staff have indicated that it has increased sharply in the first quarter of 2023.

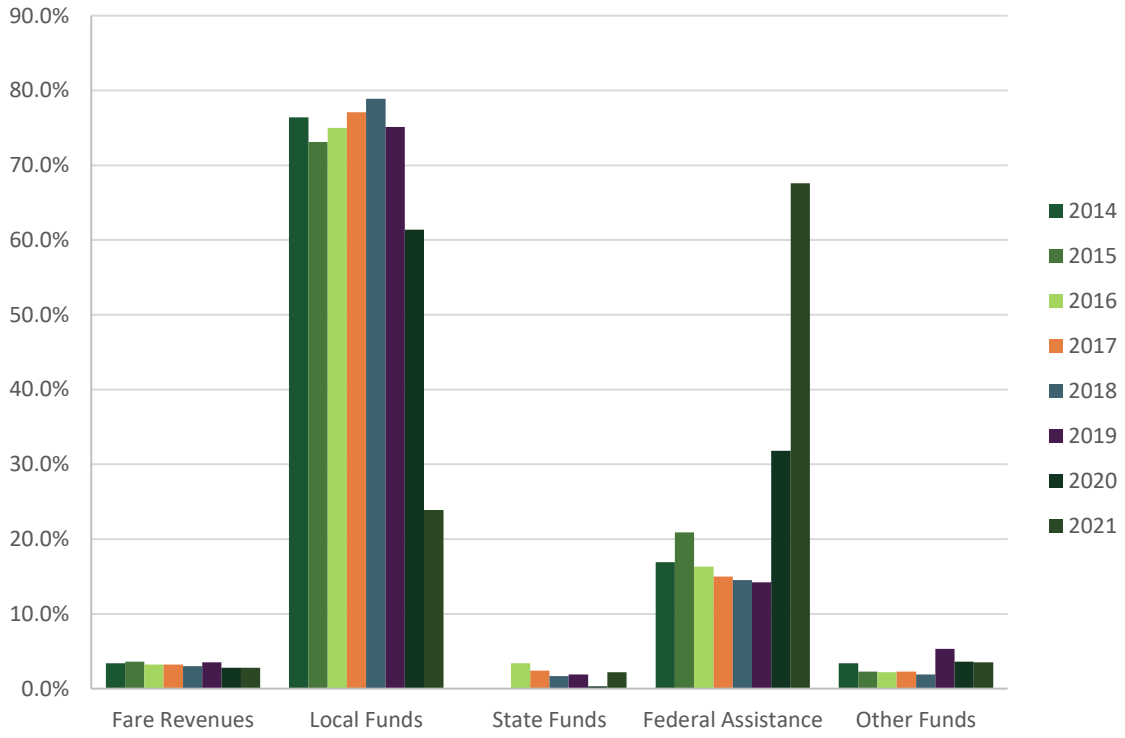
Figure 12: Cost per Hour 2014-2021



Source: Steamboat Springs Transit, National Transit Database

Figure 13 displays the funding sources for operating funds from 2014-2021. Most operating funds come from local sources. The sources and their coinciding percentages remain consistent over the years, except for 2020 and 2021, which received a higher proportion of federal funds from pandemic relief funding.

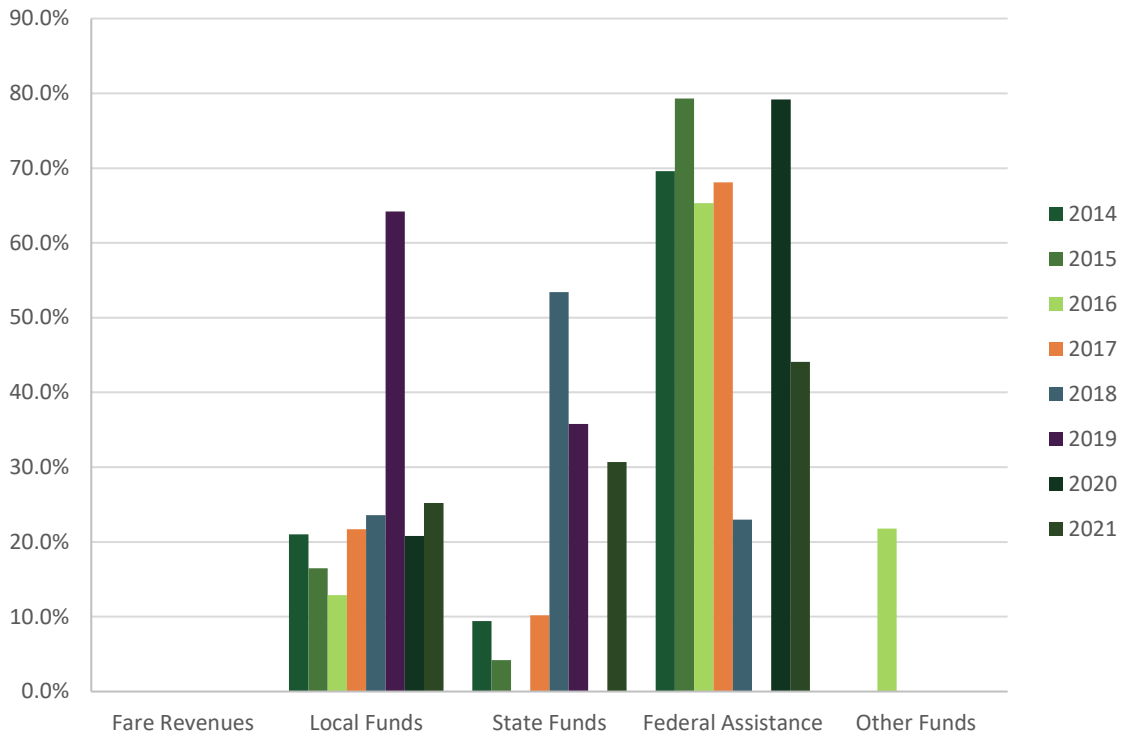
Figure 13: Source of Operating Funds



Source: Steamboat Springs Transit, National Transit Database

Figure 14 displays the capital fund sources from 2014-2021.

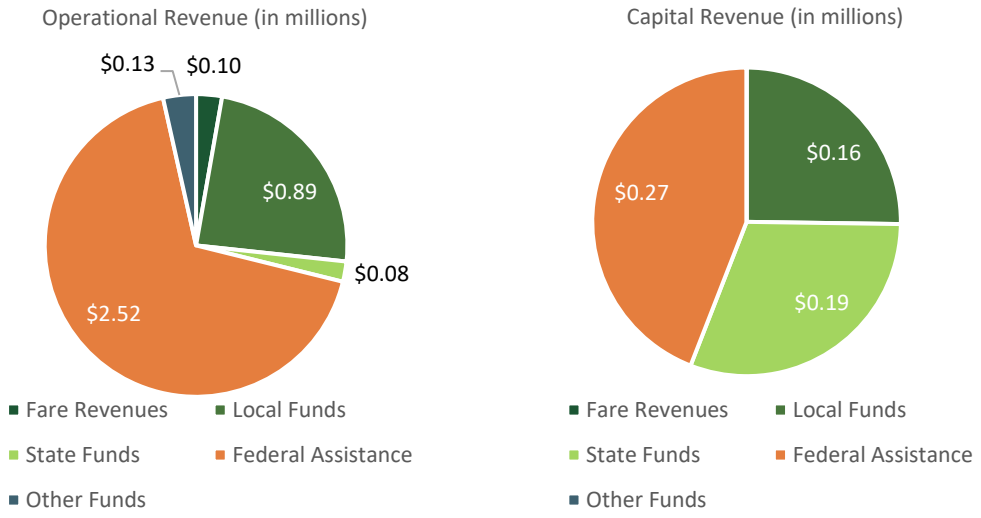
Figure 14: Source of Capital Funds



Source: Steamboat Springs Transit, National Transit Database

Figure 15 shows operational and capital revenue and funding source for 2021. Operational revenue had a total of $3,730,859 and capital revenue had a total of $615,862.

Figure 15: 2021 Operating and Capital Fund Sources



Source: National Transit Database

Anticipated Relationship between SST and the Yampa Valley RTA

There are a variety of ways in which SST can potentially interact with the Yampa Valley RTA, including being completely separate, completely integrated, or having SST fully dissolved under the RTA. However, most communities in similar situations recognize that both the local and the regional agency have their unique, respective roles to play. Although it is still up for discussion among the leaders of each jurisdiction, SST will likely continue to operate the local routes within Steamboat Springs, but the regional route to Craig will transition to the responsibility of the RTA. The RTA may choose to contract out some of its transit projects to SST with services where that makes the most sense to do, but the RTA will likely generally focus on making regional connections, while SST will likely focus transit services within Steamboat Springs.

CDOT Transit Services

Bustang Outrider

Bustang is a regional bus service run by CDOT, the Outrider operates in rural Colorado and runs daily between Denver and Craig. Going Eastbound, the bus leaves Craig at 6:45 AM and arrives in Denver at 11:50 AM. Going Westbound, the bus leaves Denver at 3:15 PM and arrives in Craig at 8:15 PM. The bus makes ten stops along the way and there are an additional 4 stops that the bus can make when requested. The fare depends on how long someone rides the bus, to go the entire way from Denver to Craig costs $34.

Snowstang

Snowstang is a seasonal bus route run by CDOT. It operates between December and March on Saturdays and Sundays; it also operates on Martin Luther King Jr. Day and Presidents Day. This expedited service only makes three stops between Denver and Steamboat Springs. The bus leaves Denver at 5:35 AM and arrives in Steamboat Springs at 9:35 AM. The return bus leaves Steamboat Springs at 3:35 PM and arrives in Denver at 7:50 PM. A roundtrip fare costs $40 for adults and $12.50 for children 2-11 traveling with an adult.

Private Transportation Providers

There are three major airport shuttle companies (Steamboat Express, Ski Town Transportation, and Storm Mountain Express) that serve the Yampa Valley Regional Airport. Reservations are strongly encouraged for Steamboat Express and Ski Town Transportation and required for Storm Mountain Express. There are also eighteen private transportation providers that operate within the study area, including hotel shuttles, hot springs shuttles, Uber, and Lyft.

Community Conditions and Travel Patterns

Demographics

The make-up and behaviors of the study area's residents is insightful to creating a successful RTA that accommodates and encourages the existing and future transportation users. The following analysis of the population and travel characteristics is gathered from the U.S. Census, and includes race, ethnicity, income, age, vehicle availability, commute mode, and commute time. These characteristics help understand the propensity of current residents to use existing and future transportation services when they are organized into an RTA.

Population Characteristics

There is a total of 24,829 people living in Routt County, 13,224 of which live in Steamboat Springs; there are also 9,060 people who live in Craig **(Table 7)**. Routt County's rural nature means that its population density is low, while the concentration of people living in Steamboat Springs and Craig is much higher. All three geographies have most of their population with the racial identity of "White Alone," and Craig has a much larger share of its population identifying as Hispanic or Latino.

The median household income is also significantly higher in Routt County and Steamboat Springs compared to Craig, which is also reflected in the fact that 17% of Craig's population lives below the poverty line. Not displayed in the table, but the south-Routt towns of Oak Creek and Yampa, which have 889 and 399 residents respectively, also have significantly lower median household incomes than Routt County and Steamboat Springs. The median household income in Oak Creek is $60,833 and in Yampa, it is $54,375. However, the poverty rates are more like Routt County and Steamboat Springs with 9.7% in Oak Creek and 5.8% in Yampa. Comparatively, the statewide income statistics are like Routt County and Steamboat Springs, and the median household incomes in Craig, Oak Creek, and Yampa are significantly

lower than across Colorado. Between the population density, race and ethnicity, and income, it is likely that people who could be most positively impacted by more organized transportation services reside in Craig, Oak Creek, and *Yampa*.

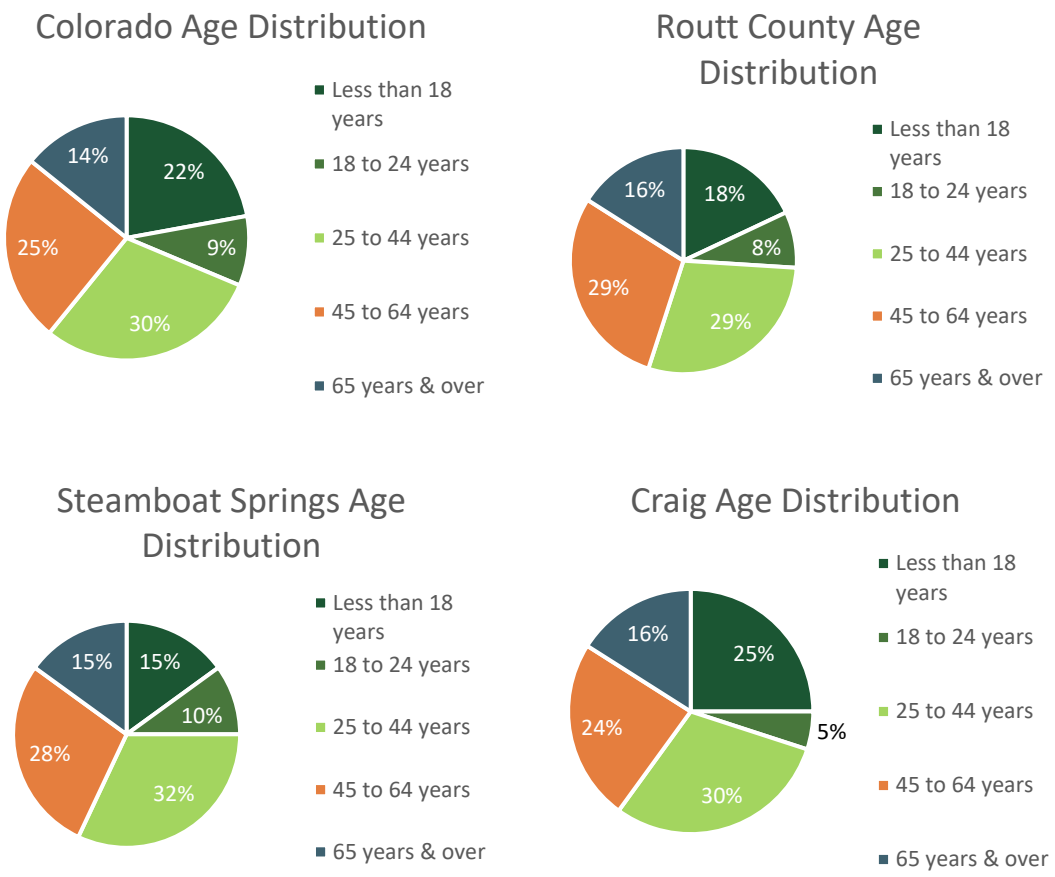
Table 7: Demographic Comparison of Routt County, Steamboat Springs, and Craig

		Colorado	Routt County	Steamboat Springs	Craig
Population	Number of Residents	5,773,714	24,829	13,224	9,060
	Population Density (residents/square mile)	55	10	1,469	1,812
Race and Ethnicity	White alone	70.7%	87.5%	84.7%	79.0%
	Hispanic or Latino	21.9%	8.9%	11.1%	19.1%
	Black or African American	4.1%	0.6%	0.9%	0.8%
	American Indian and Alaska Native	1.3%	0.5%	0.5%	1.1%
	Asian	3.5%	0.7%	1.1%	0.4%
	Native Hawaiian and Other Pacific Islander	0.2%	0.2%	0.2%	0.0%
	Two or More Races	12.3%	7.4%	8.2%	11.4%
Income	Median Household Income	$82,254	$83,725	$80,660	$58,970
	Percent Below Poverty Line	9.7%	8.6%	9.6%	17.3%

Source: ESRI Community Profile, U.S Census Place Profile, 2022

All three geographies have similar age distributions, with the largest difference being that Craig has a larger portion of its population with an age of less than 18 years. All communities have between 15% and 25% of their populations under the age of 18 years, and all communities have about 15% of their populations over the age of 64 **(Figure 16)**. This means that about one-third of Routt County's, Steamboat Springs,' and Craig's populations are within age groups that are likely to rely on and use transportation services. This is consistent with the general age distribution across the state.

Figure 16: Age Distribution

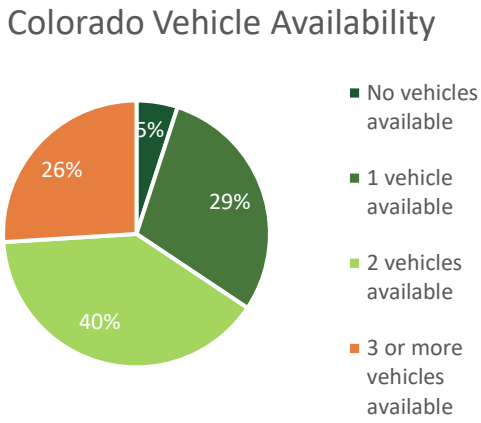


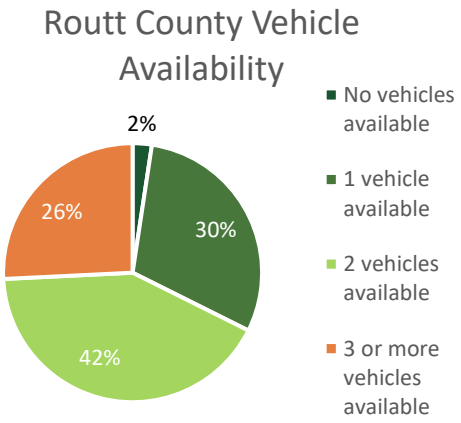
Source: American Community Survey 5-year Estimates, 2020

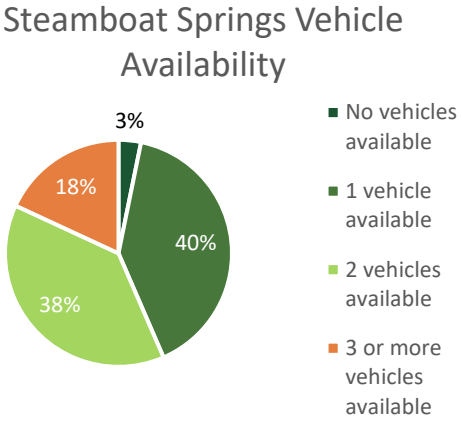
Travel Characteristics

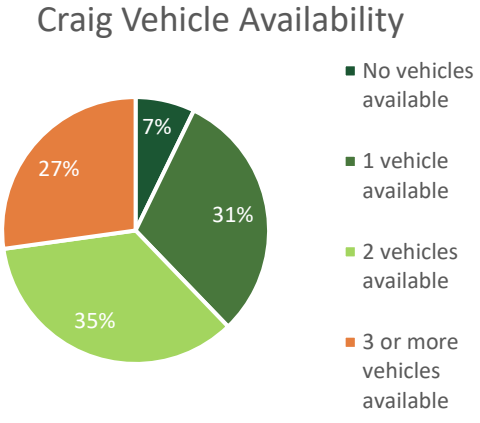
Three other U.S Census characteristics are indicators of potential demand for organized transportation services: vehicle availability, commute mode split, and commute travel time. A minimal portion of Routt County's and Steamboat Springs' population do not own a vehicle at all, but 7% of Craig's population have no vehicles available to use, which is higher than the statewide statistic **(Figure 17)**. The same is true for Oak Creek, where 9% of the population does not have access to a vehicle. Further, Steamboat Springs has the largest portion of its population who only has one vehicle available to them. Having no vehicles at all is an indicator of people who must rely on others to get around, but also sometimes households with only one vehicle available have difficulties in getting around. In Yampa, however, most residents have two or more vehicles available, unlike any of the other geographies.

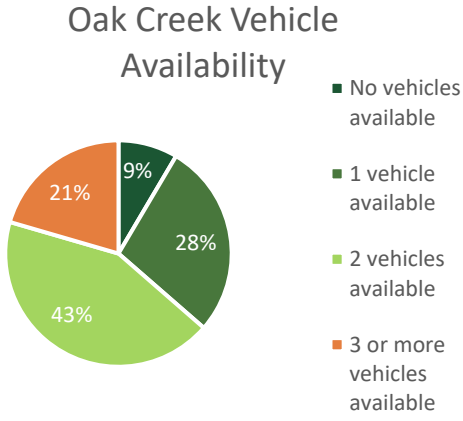
Figure 17: Vehicle Availability

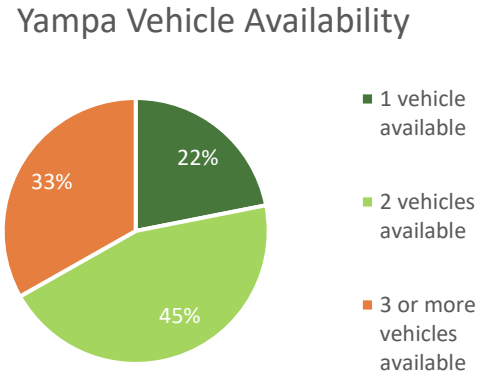








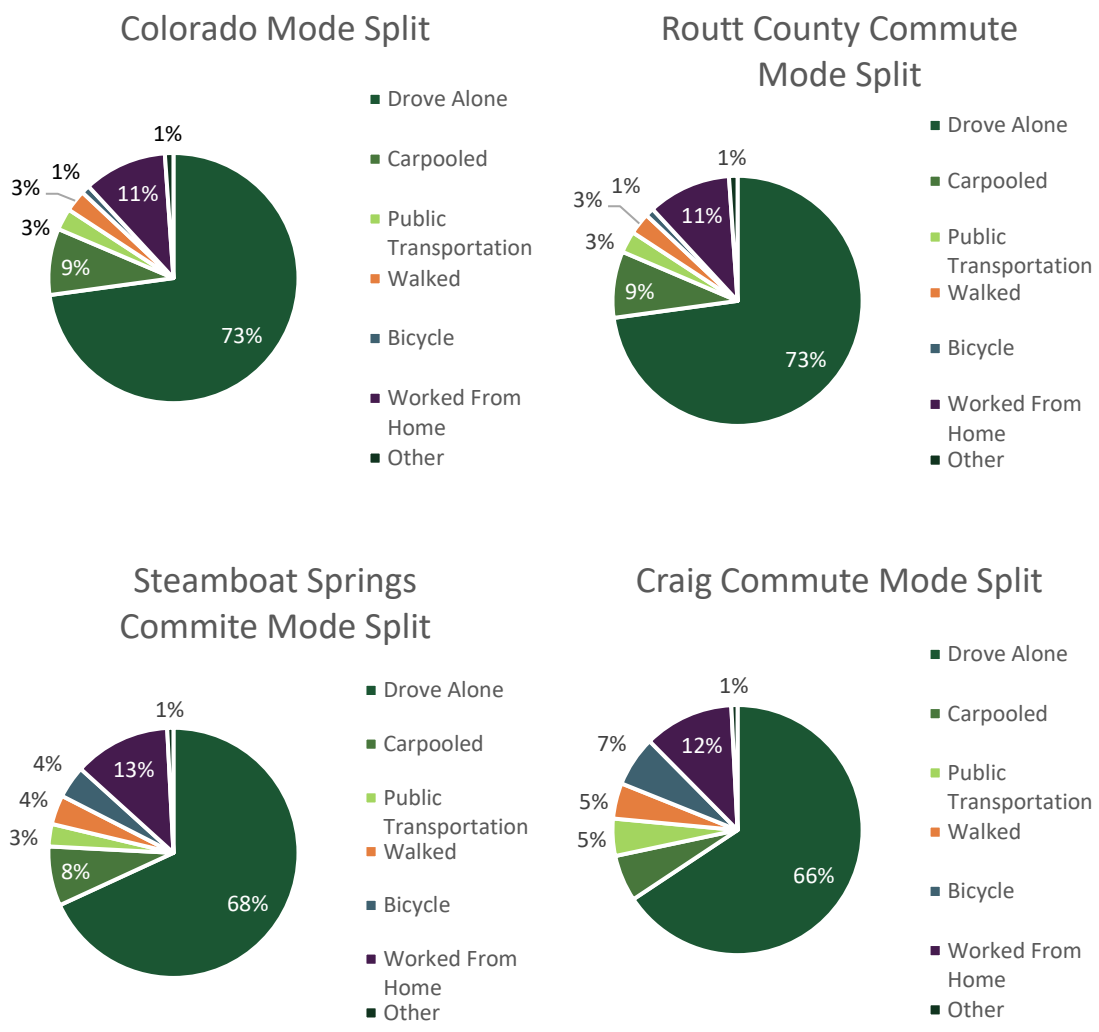




Source: American Community Survey 5-year Estimates, 2020

The commute mode split, illustrated in **Figure 18**, is also an indicator for the potential demand for increased transportation services. Although most residents in all three geographies travel by driving alone as their mode of commuting to work, there are differences across the communities of how other modes are utilized. In particular, the fact that 24% of Craig's population commutes by carpooling is notable, and a heavy indicator that people are relying on others to commute to work. New and expanded transportation services can create more of a sense of independence for these residents. Further, there is a much larger portion of the Routt County and Steamboat Springs populations who work from home (higher than statewide), which is another market of people who could utilize transportation services for more personal trip types throughout the day.

Figure 18: Commute Mode Split



Source: American Community Survey 5-year Estimates, 2020

Residents across the three geographies travel between 15 and 24 minutes on average to get to work **(Table 8)**. The amount of time that it takes people to travel from their home to work each day is also insightful to considering what new transportation services might have to compete with. A key motivator for people to consider travel on transportation modes besides personal vehicles is the ability for the alternative to offer travel times that are competitive with driving.

Table 8: Travel Time

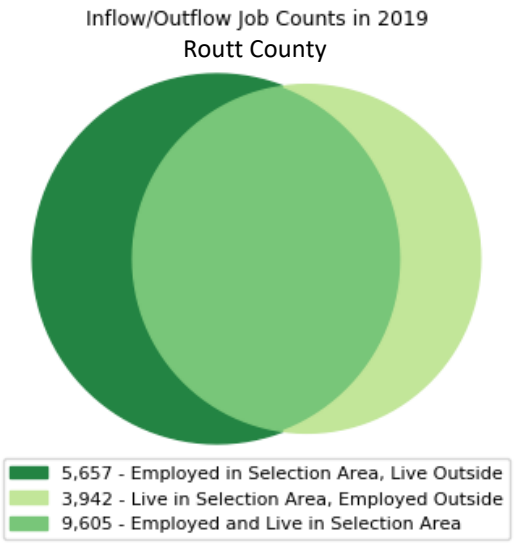
	Mean Travel Time to Work
Routt County	19.2 minutes
Steamboat Springs	15.1 minutes
Craig	23.5 minutes
Colorado	25.8 minutes

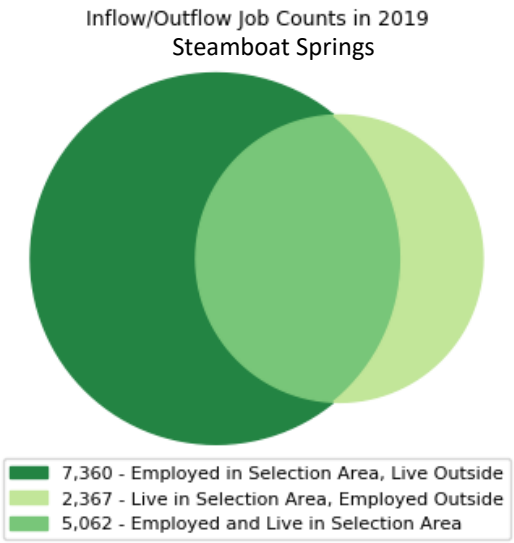
Source: American Community Survey 5-year Estimates, 2020

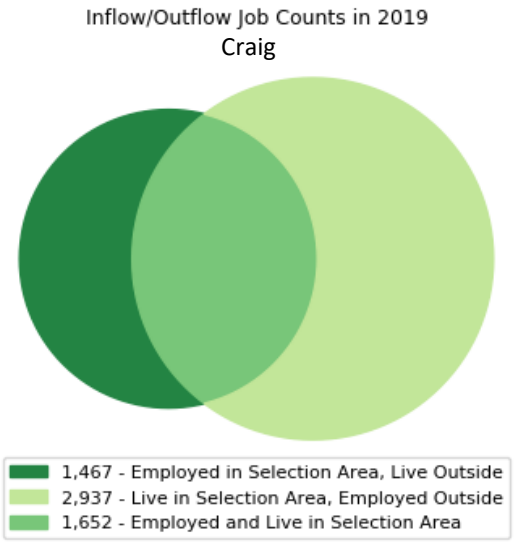
LEHD Commute Patterns

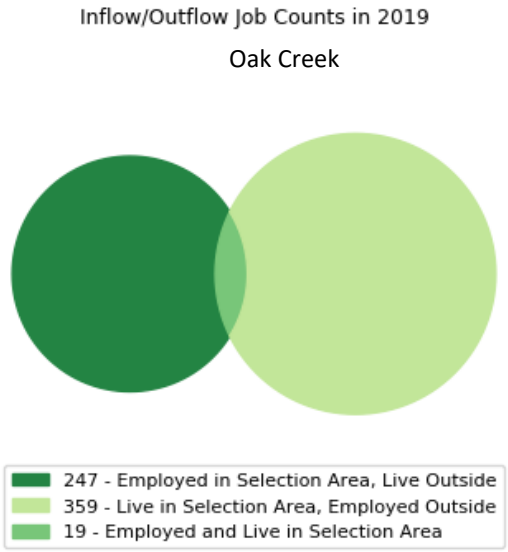
The LEHD program is a branch of the U.S. Census Bureau that uses employment and census data to create job flow maps and partially synthetic data on workers' residential patterns. This data can be used to obtain a general understanding of commute travel patterns, including where Routt County, Steamboat Springs, and Craig residents work and where workers commuting to these three geographies live. The most recent data available is for 2019, and the inflow/outflow of employees is illustrated in **Figure 19**. For the entire Routt County, most people work and live within the county, although there is also a large portion of people who work in Routt County but live outside of the county. As it relates to Steamboat Springs, specifically, most people who work within the city boundaries live outside of the city. There is still a significant number of people who work and live within Steamboat Springs. For the south-Routt communities, Oak Creek has an equal travel pattern where a similar number of people commute into Oak Creek for work as those who commute out of Oak Creek for work. In Yampa, most residents commute out of the Town for work. Craig, in comparison to Routt County and Steamboat Springs, has the opposite commuting patterns. Most people who live in Craig are employed outside of the city. This aligns with the other demographics and characteristics previously described regarding the travel patterns between Routt County, Steamboat Springs, and Craig. These paired characteristics of Craig's residents' demographics and travel patterns indicate a gap in employment opportunities that allow for people to live and work within Craig. It also indicates that Steamboat Springs does not provide sufficient and affordable housing options for its workforce. Although these issues are larger than solely transportation, employment and housing opportunities have direct transportation impacts.

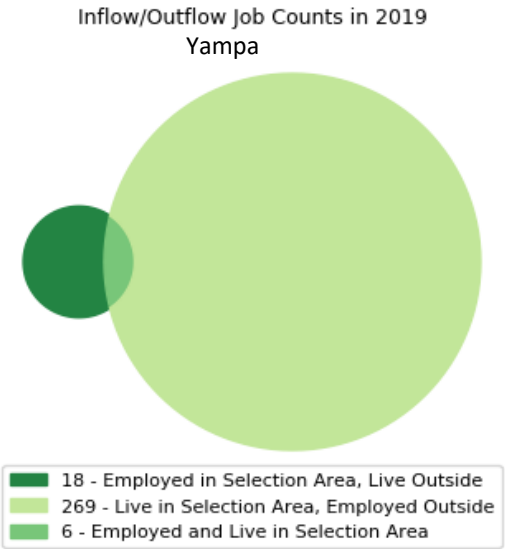
Figure 19: Commute Flows







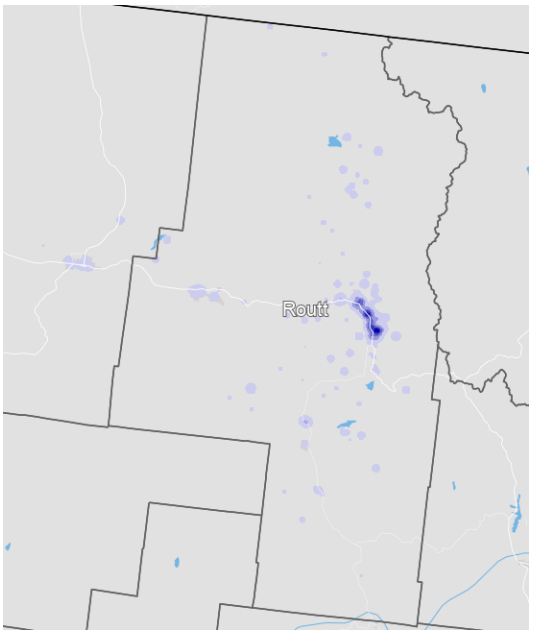
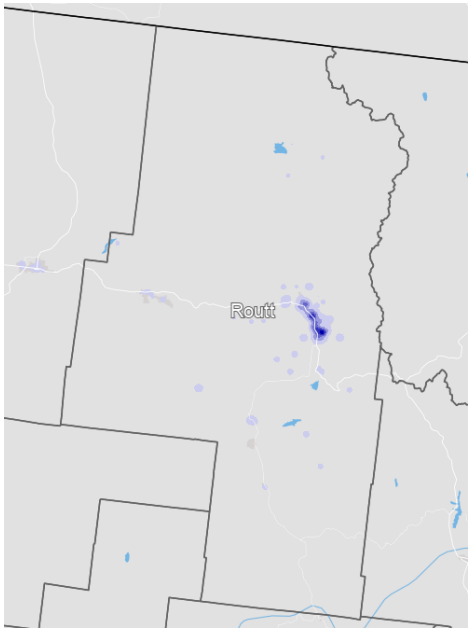
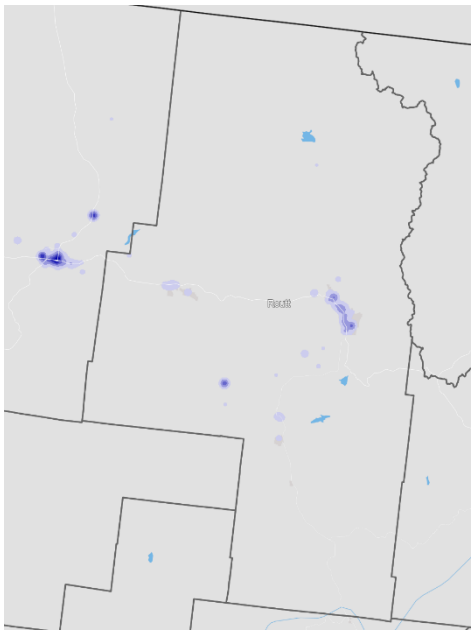




Source: LEHD, 2019

Figure 20 illustrates the work locations for residents across Routt County, Steamboat Springs, and Craig. As mentioned with the inflow/outflow charts, Routt County residents mostly work within the County, heavily concentrated around Steamboat Springs, but also in other pockets throughout the County. Job locations for Steamboat Springs residents also concentrate around Steamboat Springs and are less spread out than for Routt County residents. For Craig residents, job locations are mostly either in Craig or in Steamboat Springs, which is different than residents in Steamboat Springs. Both **Figure 19** and **Figure 20** illustrate that more Craig residents travel outside of the City to get to work than Steamboat Springs residents, and the external commute destinations for Craig residents are mostly focused around Steamboat Springs.

Figure 20: Work Locations Relative to Home

Where Routt County Residents Work	Where Steamboat Springs Residents Work	Where Craig Residents Work
		

Source: LEHD, 2019

Community Perceptions on Daily Commuters

Scott Ford, of the *Valley Voice,* estimated the number of daily commuters into Steamboat Springs to understand the magnitude of commuting between Craig, Hayden, Oak Creek, and Steamboat Springs. Most commuters (2,700) commute to Steamboat Springs from Craig, 850 commute from Oak Creek, and 800 commute from Hayden[1]. As a result, there are 3,500 additional vehicles headed for Steamboat Springs during the morning rush hour between 6AM and 9AM, and Ford comments that any improvements that have been attempted have not resulted in significant relief. The column also mentions that the proposed Brown Ranch development (and it can be assumed that other future developments) will be a topic of contention, as it will certainly add more commuting traffic to the roads.

Current Transportation Assets

Transit Fleet and Facilities

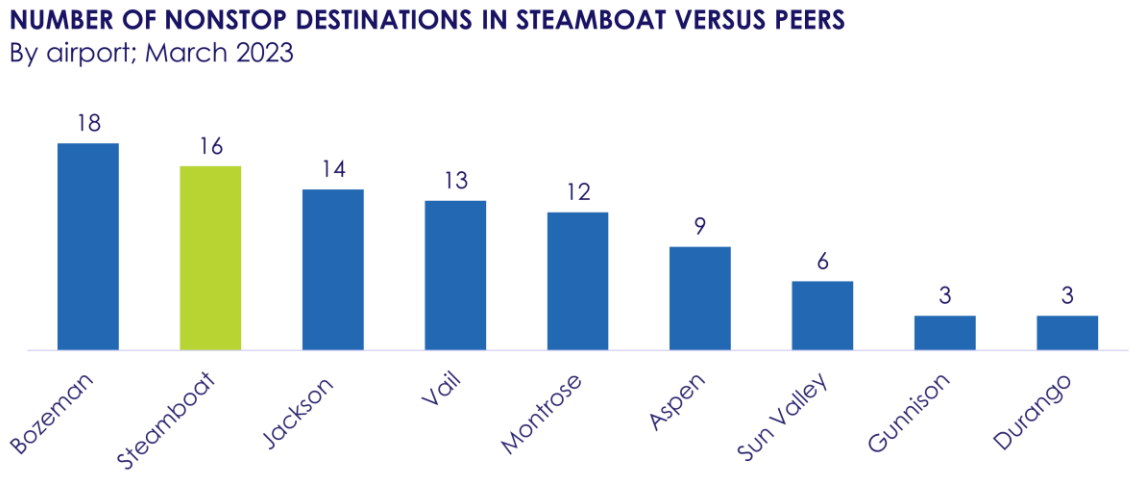
SST utilizes 15 transit buses for the local routes, four regional buses, and one paratransit vehicle. Each regional bus has a replace/retirement date ten years after it is overhauled. The regional buses are held at the Regional Transit Facility in Craig. The City of Craig contributes "In Kind" donations of snow removal and landscaping at the Regional Transit Facility.

Airport and Air Services

The Yampa Valley Regional Airport (HDN) located in Hayden was established in 1966 and serves as the main airport of the region. United, Southwest, American, Delta, JetBlue, and Alaska Airlines operate direct flights to 16 different cities across the U.S, from which travelers also have connections to 350 other destinations. Compared to similar mountain communities, Steamboat Springs has been able to keep its fares low due to the level of competition between airlines providing service to and from Steamboat Springs.

[1] "Estimating the Number of Daily Commuters into Steamboat Springs" by Scott Ford in *Valley Voice*. February 2023. Data source: CDOT

Figure 21: Comparison of Number of Nonstop Destinations



Source: Schedule via Diio Mi by Cirium; Ailevon Pacific Aviation Consulting analysis

Logistically, some flights are contracted with Minimum Revenue Guarantees (MRG), and some are not. The contracted flights are funded through a partnership between a private entity, the Steamboat Ski & Resort Corporation, and a public entity, the Local Marketing District (LMD). The LMD is supported with a 2% lodging tax that has been in place since Jan 1, 2005.

Recently, the summer and shoulder seasons have seen increased airline service, providing more year-round options for both residents and visitors. According to staff who secure air service and coordinate air marketing programs, special airfares, and schedule details, the demand continues to grow for more year-round air travel options. An RTA can significantly help ensure the demand is met with sufficient air service, and with sufficient ground transportation to and from the airport.

Roadway

The road network of Routt County is shown in **Figure 22**, with the main connections being US 40 and State Highway 131. Naturally, these are the roads that see the most traffic, but this traffic exponentially grows in situations where other main roadways are closed due to weather or other circumstances.

Figure 22: Routt County Roads

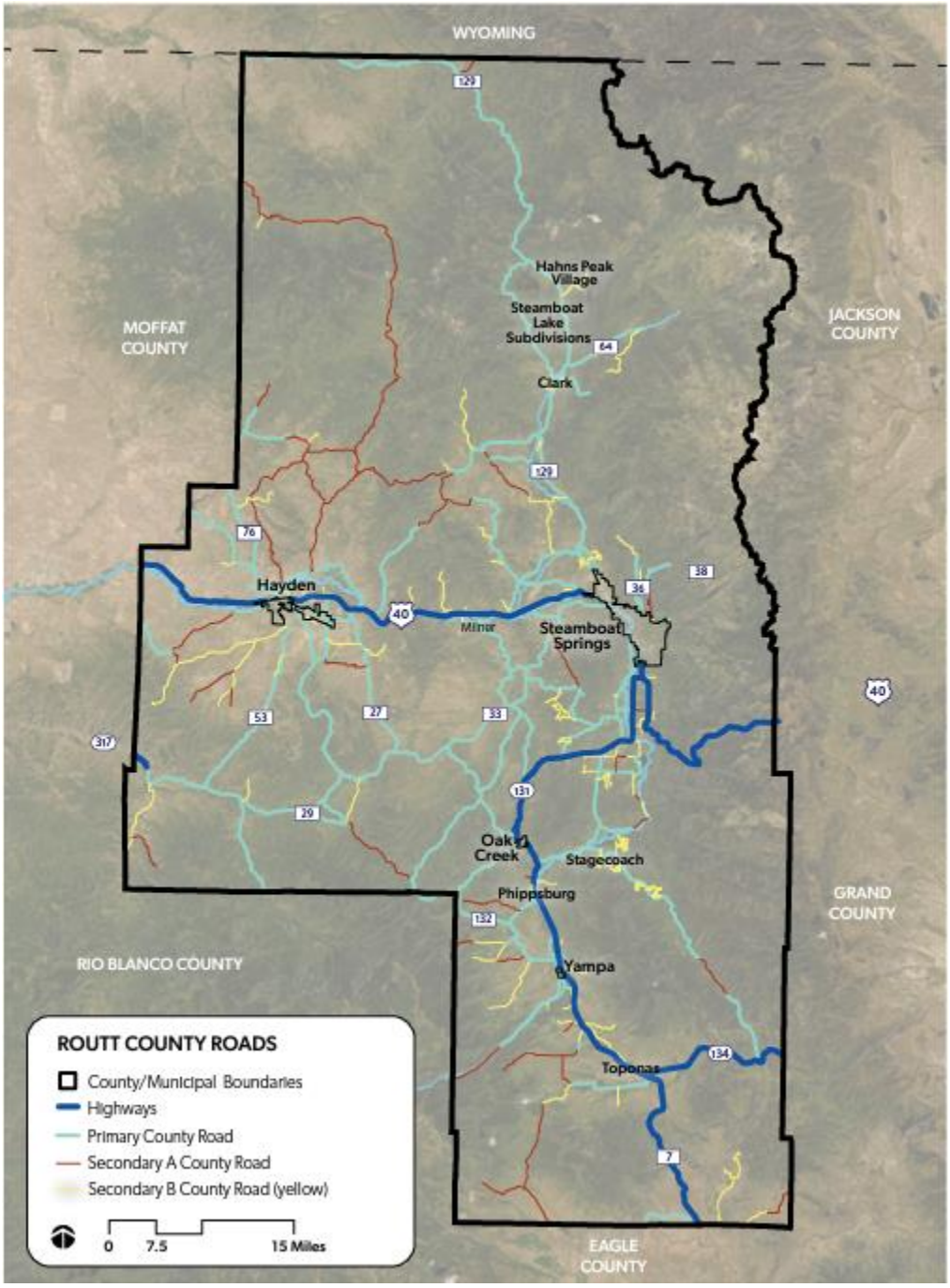


Figure 23 shows all the crashes along US 40 between Steamboat Springs and Craig from 2016 to 2020. During that time, there were 1,844 crashes with 34 of them (2%) having a fatality or serious injury, also known as Killed or Severely Injured (KSI) crashes.

Figure 23: Crashes on US 40

Source: CDOT

Figure 24 shows all crashes from 2016-2020 in a heat map. The highest concentration of crashes occurs in Steamboat Springs, and there is another concentration of crashes in Craig.

Figure 24: Crash Heat Map

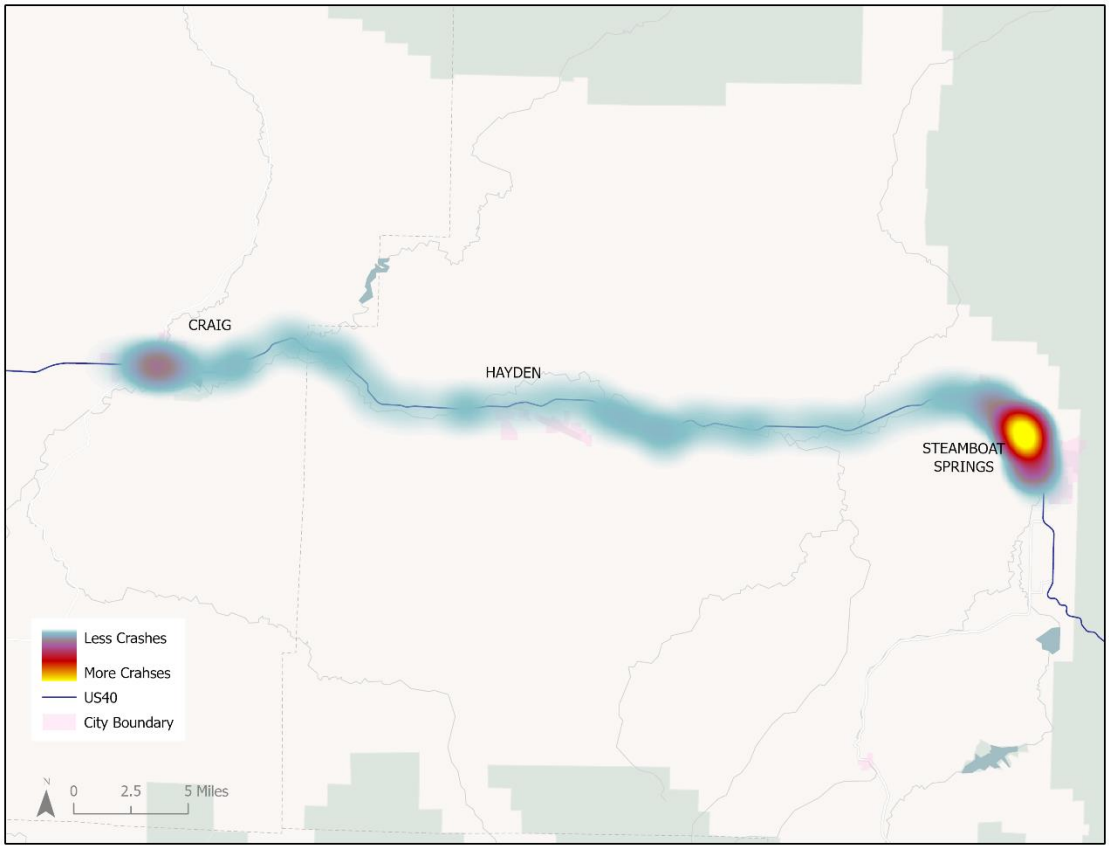


Figure 25 shows a heat map for KSI crashes that occurred between 2016 and 2020. There is a high concentration of KSI crashes that occur to the east of Hayden and to the north of Steamboat Springs; 42% of KSI crashes between 2016-2020 occurred within these areas. **Figure 26** and **Figure 27** show aerial images of the two hot spots. **Figure 26** shows the area to the east of Hayden, where 24% of KSI crashes took place. Crashes may take place here because the roadway has limited passing lanes and visibility. It is also a rockslide area that puts debris on the roadway. **Figure 27** shows the area to the north of Steamboat Springs, where 18% of KSI crashes took place. It can be seen in this figure that the road has a large intersection at US 40 and Elk River Road and multiple large curves. These factors could contribute to the higher number of crashes in this area. As the RTA develops, it is important to consider how it can assist in mitigating the traffic and improving safety along the US 40 corridor. Whether the RTA assists through coordination with CDOT on roadway issues or provides more public transit options, the RTA can help address these issues.

Figure 25: KSI Heat Map

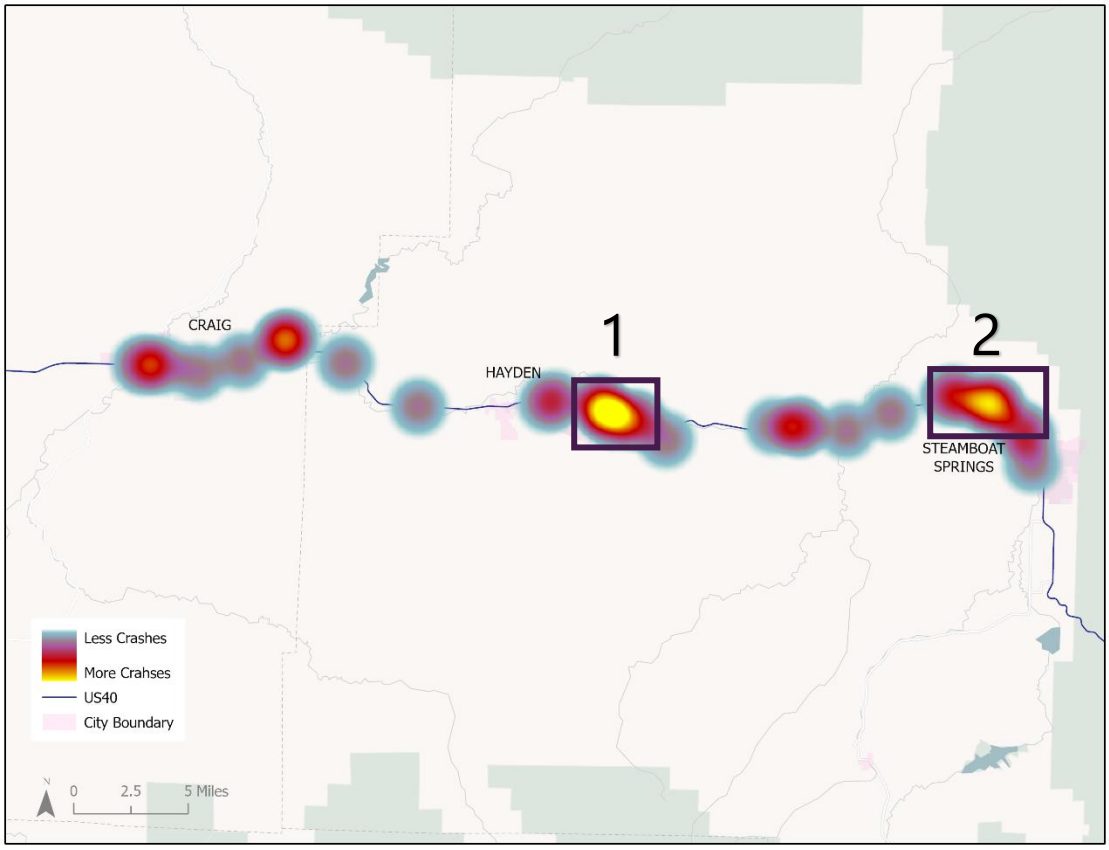


Figure 26: KSI Crash Area 1

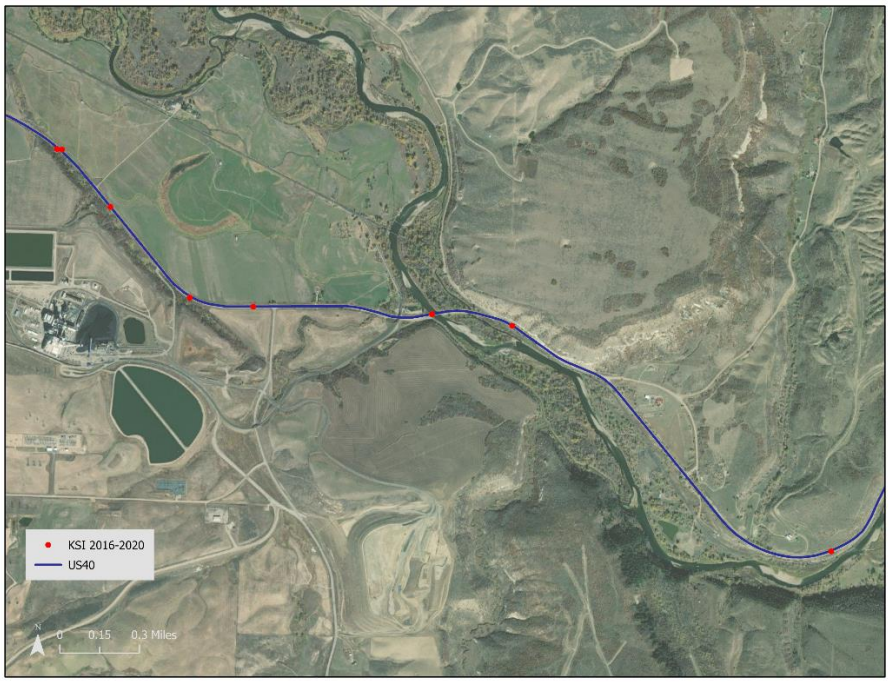


Figure 27: KSI Crash Area 2

Rail Corridor

As previous plans have indicated, the existing rail corridor presents an opportunity for passenger rail service between Steamboat Springs and Craig. An Xcel Energy power plant has operated near Hayden, and it will be retired within the next five to 10 years. Currently, corridor research and conversations are being held with CDOT and Union Pacific to determine the feasibility of a passenger rail train running on the existing rail line. If it is deemed feasible, the RTA could play various roles in the passenger rail service but would likely act as one of the financial supporters of rail, rather than the direct operator.

Key Takeaways of Existing Conditions

The following takeaways describe the evaluation of the existing conditions:

- Previous plans indicate a need for a more organized approach to regional transportation.
- Lessons learned in the formation of other successful RTAs in Colorado can help the formation of this RTA.
- Regional transit ridership is growing.
- Summer transit service has opportunities to grow, especially with increased ridership.
- Strong growth at the airport provides transportation opportunities.
- Craig has a more diverse population with a higher percentage below the poverty line.
- Craig has a larger Under 18 and 64+ community.
- Craig has a larger portion of its population without vehicles and many carpoolers.
- Significant Craig to Steamboat Springs commute flows suggest a demand for more regional transportation.
- US 40 is a top traffic and safety priority.

Chapter 3 – Project Identification Process

The project team, in close coordination with the project's advisory committee, developed a draft list of potential projects the Yampa Valley RTA could accomplish. This list of projects was heavily rooted in the existing conditions data and stakeholder outreach process. The project list was not developed to represent the final list of projects the RTA will accomplish, but to gauge public support of various transportation opportunities. These projects were accompanied with high-level cost estimates to understand the feasibility of each project. Further, this process included an estimation of potential revenue that can be generated for the RTA based on allowed financing strategies (according to Colorado state law) and 2022 financial reports from Routt County, City of Steamboat Springs, and City of Craig. The iterative process finally landed on the list of projects displayed in **Table 9**, split into operational projects and infrastructure/ partnership projects. These projects were then presented to the public in the **Chapter 4** – Public Outreach process, which then influenced the project evaluation and investment scenario analyses.

Table 9: Initial Potential Project List

Project Description	Relative Cost
Operational Projects	
High Frequency Craig-Steamboat Springs Route Bus *by increasing the existing bus service.*	$$
Local Craig Circulator Bus Route *for local connectivity and connections to the regional route.*	$
South Routt Transit Services*, including 1-2 daily round trips and a seasonal weekend activity bus.*	$
Steamboat II Fixed Route Bus *to provide a direction connection from Steamboat Springs to this growing community.*	$$
HDN Airport to Steamboat Springs Ground Transportation *primarily targeted for travelers during the winter and summer seasons.*	$
Craig to HDN Airport Ground Transportation *primarily targeted for employees during the winter and summer seasons.*	$
Passenger Rail *with 4-6 roundtrips per day between Craig and Steamboat Springs.*	$$$$
Employee Vanpools *to connect employees from North Routt and South Routt with Steamboat Springs.*	$
Infrastructure/Partnership Projects	
Fare-Free Regional Transit *between Craig and Steamboat Springs.*	$
Safety Fund for Roadway Improvements *including wildlife and projects coordinated/awarded through the CDOT TPR process.*	$
Transportation Innovation Fund *to support private or public innovation such as electric vehicle charging, digital communication improvements, etc.*	$
Air Service Minimum Revenue Guarantees (MRGs) Funding *to support ongoing or new air service out of HDN.*	$
Improvement to Existing Bus Stop and New Bus Stops *along the Craig to Steamboat Springs route, including shelters, passenger amenities, crosswalks, and sidewalk connectivity.*	$
Park-and-Ride Lots *along the Craig to Steamboat Springs route.*	$
New RTA Maintenance and Administration Facility *to support transit operations, similar to the existing SST facility but scaled to RTA service levels.*	$$
Rail Yard and Rail Stations *to accommodate passenger rail between Craig, Steamboat Springs, and Oak Creek.*	$$
Develop Yampa River Core Trail *between Stagecoach and Dinosaur for recreation and commuting.*	$$$

Chapter 4 – Public Outreach

The in-depth and strategic public outreach process was structured to inform the public about the organizational and financial logistics of establishing an RTA, and to input on the potential project list, potential funding strategies, and other regional transportation priorities. The main avenues of public input included an online activity/survey and four, in-person open houses across the community throughout September and October 2023. To accomplish informing the public about the logistics of establishing an RTA, both the project website and the in-person events displayed information on RTA definition, benefits of an RTA, potential project types, examples of other RTAs, legal funding mechanisms, and other information. This comprehensive description of RTA logistics was designed to help the public provide informed input.

Input was collected through an online survey and funding activity, which were adapted to gather similar response types at the open houses. The survey asked respondents about residence, desired destinations, project types, perceived advantages and challenges of RTA establishment, and any additional comments people wanted to share. The funding activity asked participants to "fund" the potential operational and infrastructure/partnership projects with a limited budget of 100 points (corresponding to rough, high-level cost estimates). To help replicate a real-world funding situation, the following was made clear to activity participants:

- Not all projects will be funded due to various limitations, so we need your help to identify your top priorities.
- Some projects cost more and require more funding coordination.
- You are given a budget of 100 points to fund various projects.
- The points you are given are a rough, high-level approximation of what the local share of operating and capital costs may be.
- Some projects exceed available points, so you may choose to partially fund certain projects, and you may use the "sort by" tool to sort projects by cost.

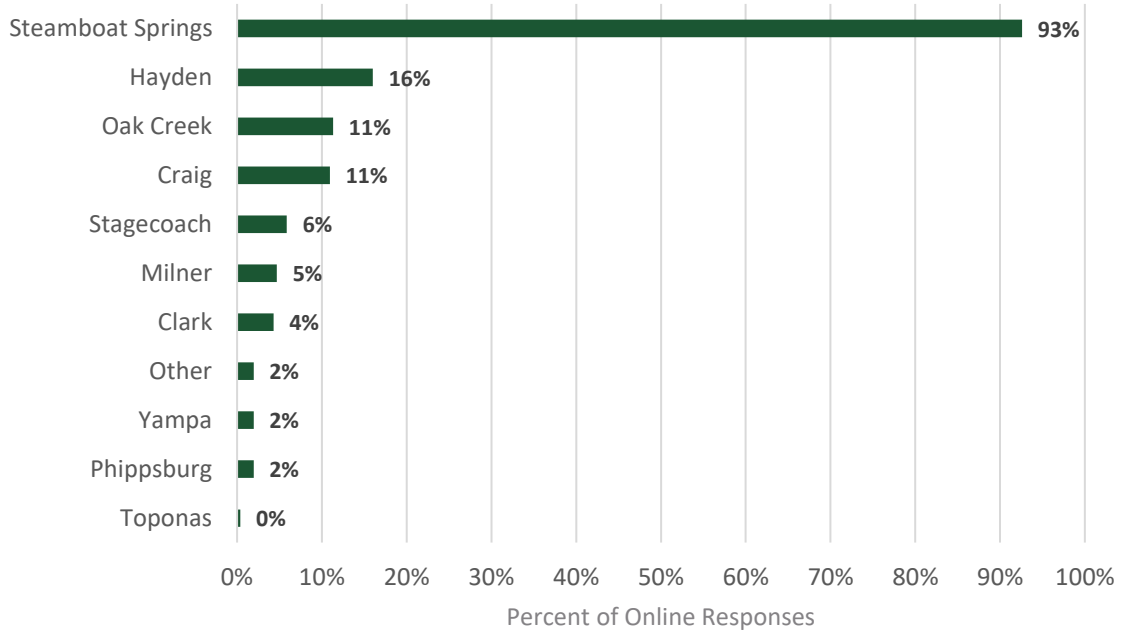
Between the online and in-person engagements, the project received 330 responses. Online respondents could choose from ten languages to engage with the materials, including English and Spanish among others. The input from the public outreach process is described below.

Respondent Origins and Desired Destinations

When asked to select which community people live in or nearest to, over 70% of survey respondents indicated they live in Steamboat Springs, followed by 10% from Craig, 6% from Hayden, and the rest were from other communities across the Yampa Valley. Respondents were also asked which communities they travel to on a regular basis, with the majority of responses indicated Steamboat Springs as a destination, followed by Hayden, Oak Creek, and Craig **(Figure 28)**. Although there was a heavy presence of

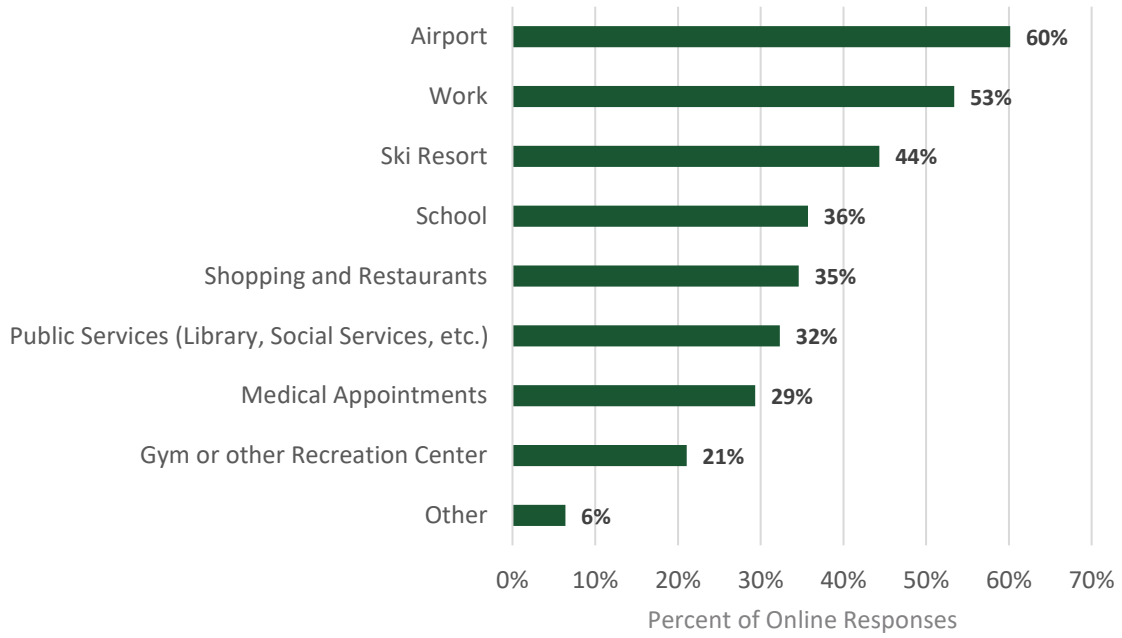
respondents indicating their residence and typical destination is Steamboat Springs, the public outreach received a well-distributed response rate from different communities across the region.

Figure 28: What community do you travel to on a regular basis (3 or more times a week)?



Further, when asked what types of destinations people would like improved regional transportation to, the largest portion of respondents indicated that the airport, work, and ski resort are top destinations **(Figure 29)**.

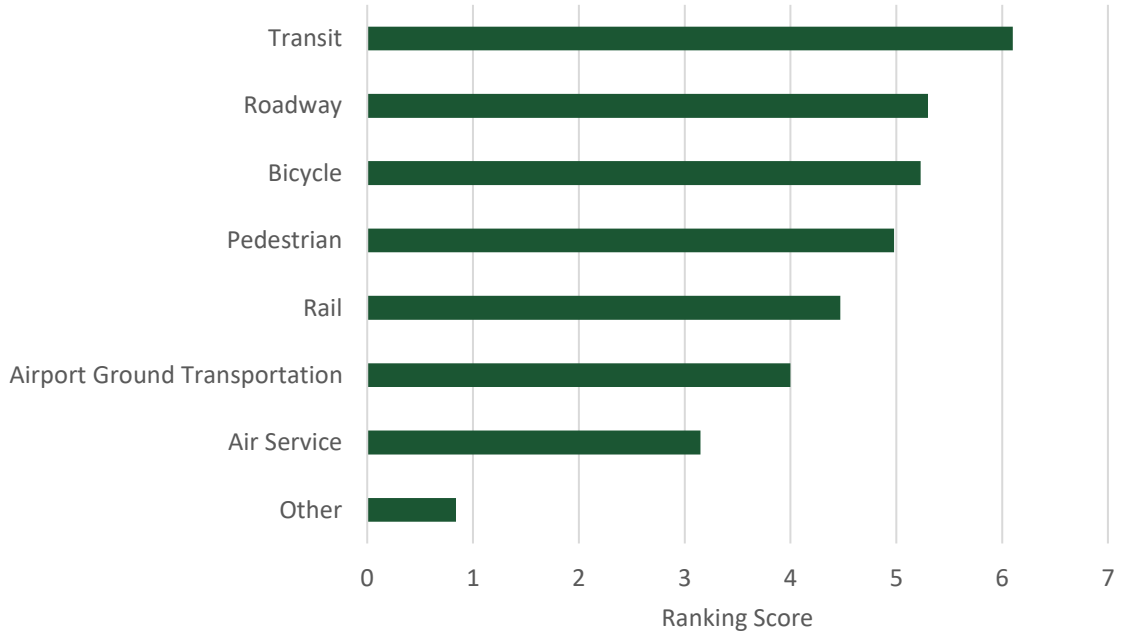
Figure 29: What destinations would you like to have improved regional transportation to?



Input on RTA Formation

Because an RTA is allowed to operate a regional transportation system with a variety of transportation projects, the survey sought to understand the project types the community is most interested in. In ranking the project types, transit, roadway, and multimodal projects scored highest, although the other project types were not too far behind **(Figure 30)**.

Figure 30: Please rank the following regional transportation project types in order of importance to you from most important to least important.



Survey respondents were also asked about their perception of advantages and challenges to establishing an RTA. **Figure 31** displays how respondents ranked the different advantages to establishing an RTA, which are generally all equal with the highest-ranked advantage being increased connectivity between high demand areas, and the lowest-ranked advantages being encouraging economic activity and improving visitor transportation options. These advantages will be used to evaluate the projects when determining the proposed conditions, and prioritizing which projects the RTA should prioritize.

Figure 31: Please rank the following advantages of establishing an RTA.

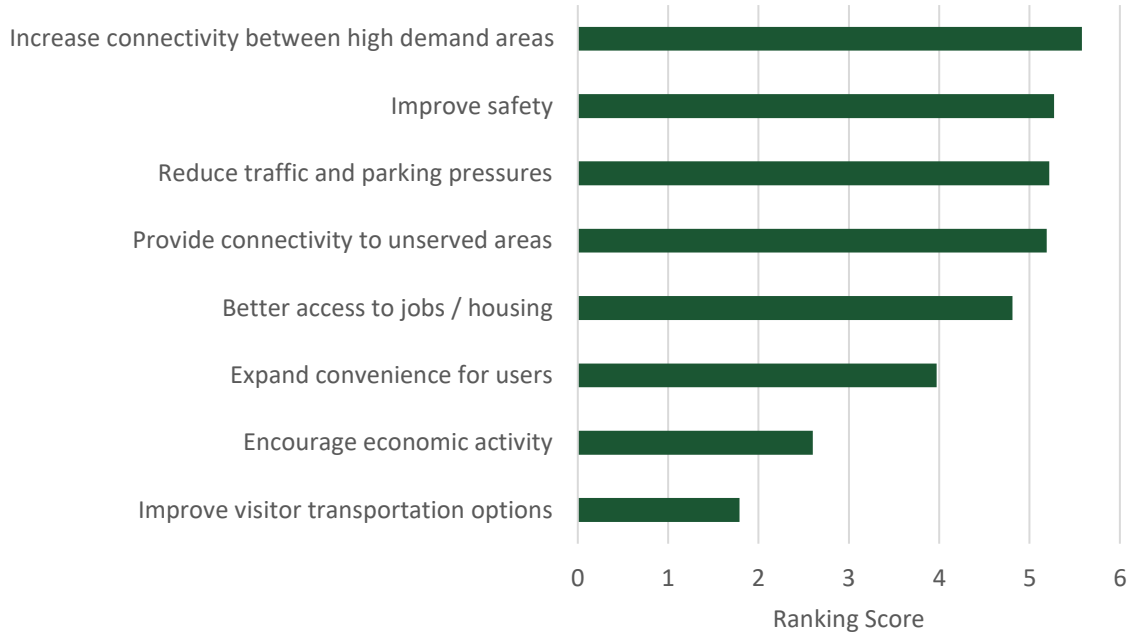
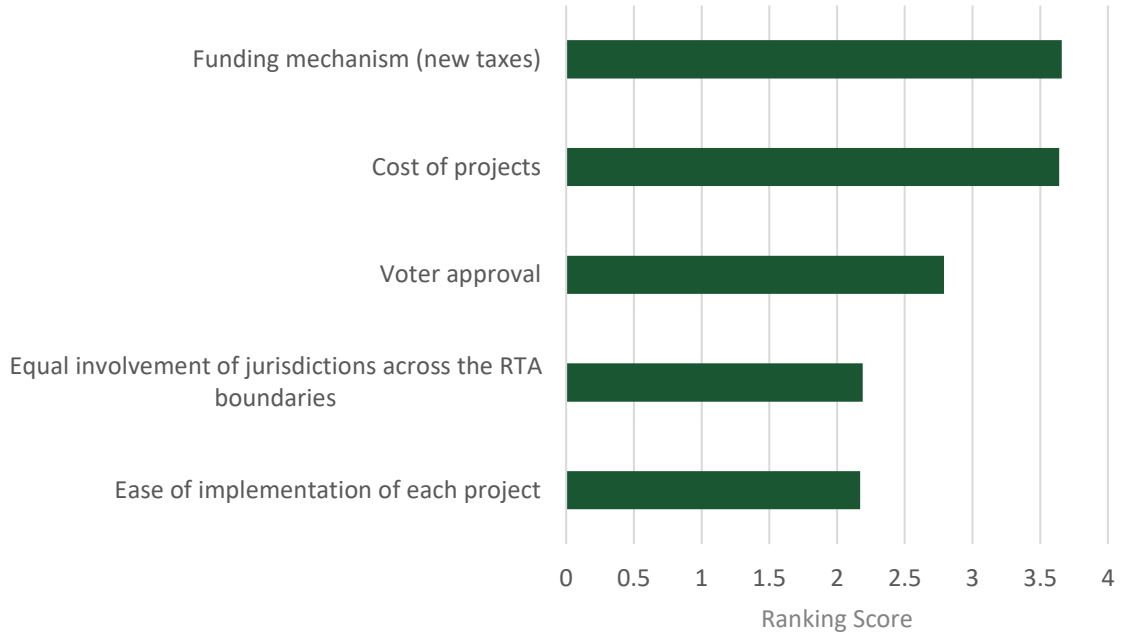


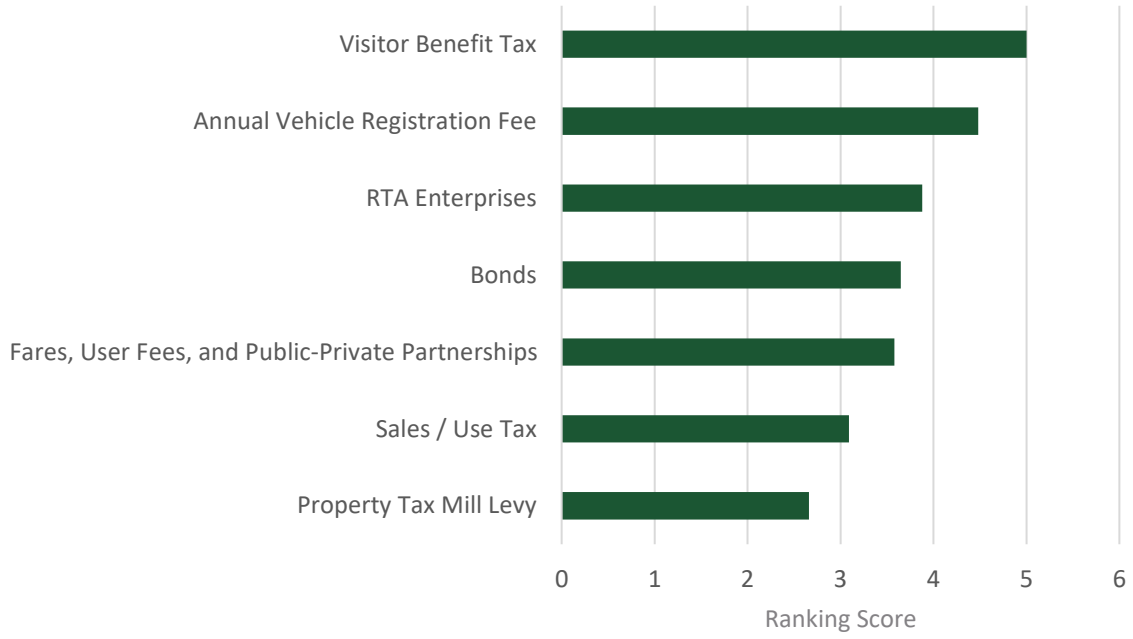
Figure 32 displays how survey respondents ranked the potential challenges of establishing an RTA, and the top two challenges are related to funding sources and project cost. The public's perception on challenges helps with understanding what the RTA formation process must be aware of and reconcile, especially as voter approval is required.

Figure 32: Please rank the following potential challenges of establishing an RTA.



Anticipating that funding can be a challenge to navigate for an RTA, the survey also asked respondents to rank the available funding strategies by preference **(Figure 33)**. The visitor benefit tax and the vehicle registration fee ranked highest as preferred funding strategies, and the sales/use tax and the property tax mill levy ranked lowest. It should be noted that the funding strategies that generate the most revenue are the ones that scored the lowest by community perception, so the RTA must reconcile what can be done with the preferred funding strategies, while also providing a robust regional transportation system.

Figure 33: Please rank the RTA funding strategies in order of preference to you from most preferred to least preferred.



RTA Projects

As mentioned previously, online participants were given a budget of 100 points to fund different operational and infrastructure/partnership projects. To replicate a similar activity in-person, open house attendees were provided with rough cost estimates and were encouraged to place stickers on the projects they found the most value in. **Figure 34** displays how both online and in-person participants voted for different operational projects. These are the projects that would be the daily tasks of transportation services. Passenger rail between Craig and Steamboat Springs was chosen as the top project with 86% of online respondents contributing some of their points to this project. The next three projects scored similarly online: a high frequency Craig to Steamboat Springs route bus, a Steamboat II fixed route bus, and ground transportation from the HDN airport to Steamboat Springs. For the in-person respondents, the project with the most votes was the high frequency Craig to Steamboat Springs route bus, followed by the passenger rail. Although the Craig to HDN Airport Ground Transportation project scored the lowest in operation projects, it is important to note that respondents from Craig made up 10% of the online responses; this project and the local Craig circulator bus route scored highly at the open house hosted in Craig.

Figure 34: Preferred Operational Projects

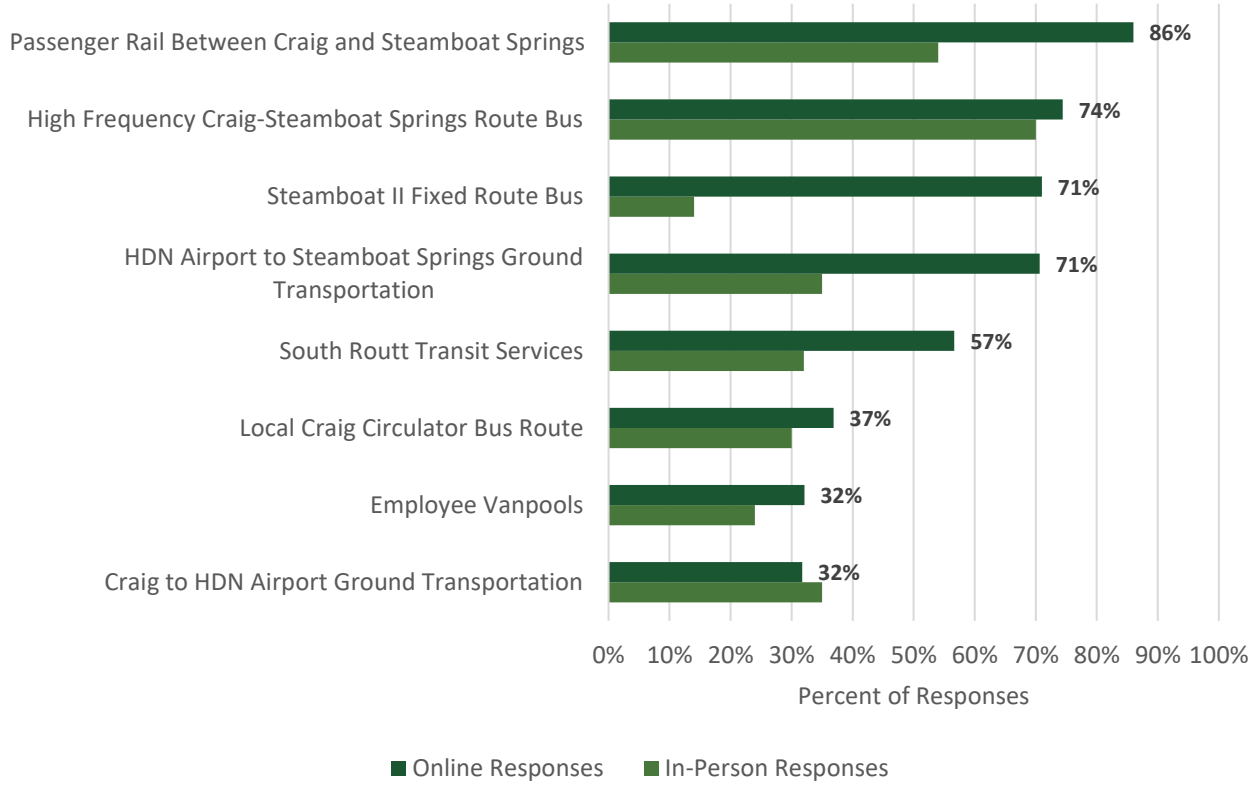
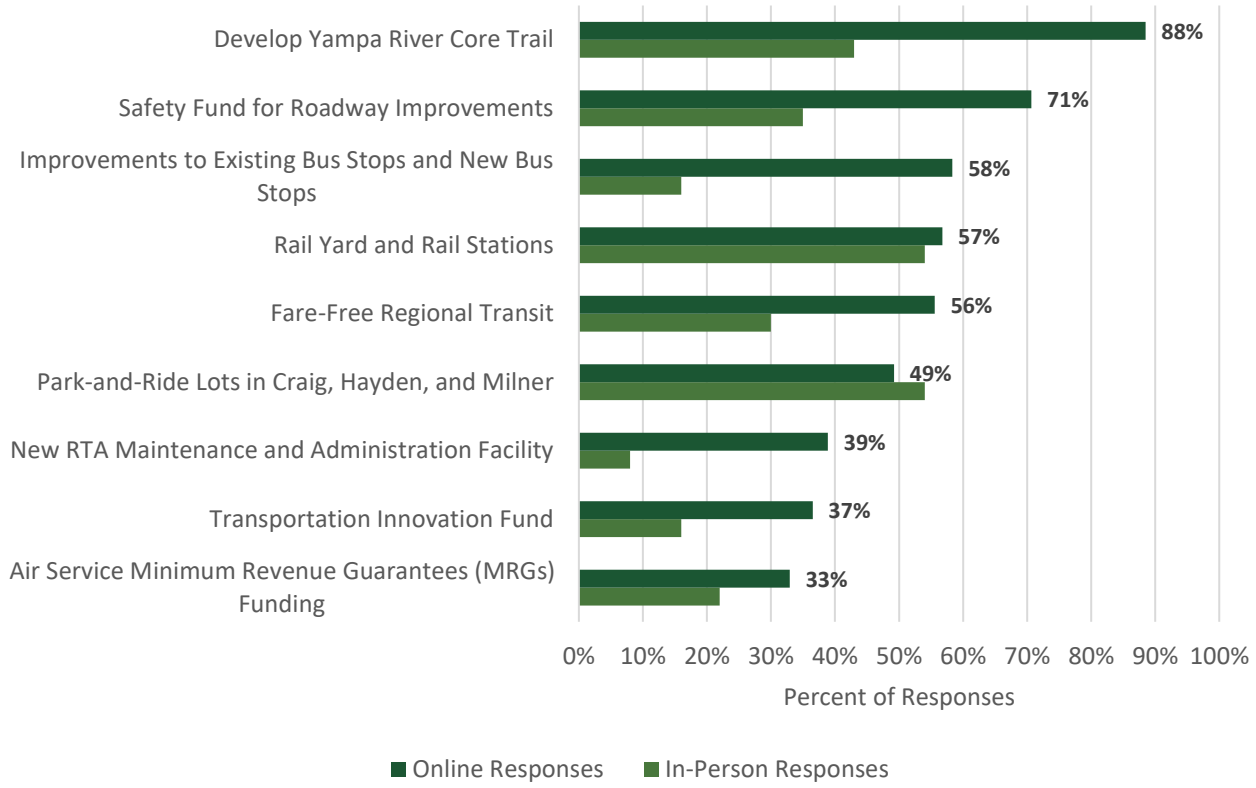


Figure 35 displays the preference for different infrastructure and partnership projects, with the top ranked projects being developing the Yampa River Core Trail and a safety fund for roadway improvements. The following four projects scored close to one another, including improvements/new bus stops, rail yards and rail stations, a subsidy for fare-free regional transit, and park-and-ride lots.

Figure 35: Preferred Infrastructure/Partnership Projects



Other Comments

Both in-person and online respondents had opportunities to provide open-ended comments.

In-Person Comments

In-person, there were many funding and project-related comments. For funding, many people asked about different financing mechanisms, and the ability to have a real-estate transfer fee, a carbon-offset tax for airlines, or a ski-lift tax. The project-related comments at the open houses centered on larger regional connections to Denver, Glenwood Springs, and Grand Junction. There were also some comments asking the project team to learn from the successes of other RTAs to ensure the Yampa Valley transportation system is convenient, efficient, and affordable.

Online Comments

There was a total of 110 open-ended comments online, with 11 pedestrian/bicycle-related comments, 26 transit-related comments, and 58 comments about the safety of the US 40 & Brandon Circle (in Steamboat II) intersection. Overall, the online comments showed great support for the project effort, with an emphasized desire to focus on feasible and easily implementable projects, specifically in areas that need more transportation services. Similar questions about leveraging all funding strategies were displayed, and the project-related comments focused on increased connections between areas that currently are not served by transit or have limited frequency. A large portion of comments were related to the safety of the intersection in Steamboat II, as there is anecdotally a large portion of people (in particular children) who cross the busy, high-speed US 40 without a signalized intersection.

Key Takeaways of Public Outreach

The public outreach process can be summarized by the following key takeaways:

- The most desired destinations to which respondents would like improved regional transportation include the airport, work, and the ski resort.
- Transit, roadway, and active transportation projects are the most desired project types.
- Respondents see the top advantages to RTA formation being increased connectivity between high demand areas, improved safety, reduced traffic and parking pressures, and increased connectivity to unserved areas.
- Respondents see the top challenges to RTA formation being the funding mechanism and the cost of projects. Further, the visitor benefit tax and the annual vehicle registration fee scored as the most preferred funding strategies, while a sales/use tax and a property tax mill levy scored as the least preferred funding strategies.
- The top operational projects respondents voted for include passenger rail between Craig and Steamboat Springs, a high frequency Craig to Steamboat Springs route bus, a Steamboat II fixed route bus, and ground transportation from the HDN airport to Steamboat Springs.
- The top infrastructure/partnership projects respondents voted for include developing the Yampa River Core Trail and a safety fund for roadway improvements.

Context on Passenger Rail

Although passenger rail is not currently an active transit option in the Yampa Valley, initial feasibility conversations with the owner of the rail line (Union Pacific) have been concurrent to this project. Further, a conglomeration of Yampa Valley communities and partners supported a grant to fund a rail service development plan through the Colorado Department of Transportation (CDOT). This service development plan will holistically evaluate how passenger rail service would be designed and operated, and what steps would need to be taken to make it a reality. Through the public outreach process for the Yampa Valley RTA, it was made clear that there is widespread support for passenger rail. Because there is a large concurrent effort to develop rail service with many state-wide partners, the Yampa Valley RTA project

team and advisory committee has chosen to be indirectly involved in that process. It is recommended that once conversations about passenger rail shift to funding and organizational questions, the RTA can become a more active member. For now, the RTA will focus more on the other projects that the RTA can more feasibly and directly implement within a near-term horizon of five to 10 years. As will be displayed in Chapter 6 and Chapter 7, the RTA can choose to support rail development financially through a dedicated fund.

Chapter 5 – Formation Strategies

For over 10 years, the communities of the Yampa Valley have identified a Regional Transportation Authority (RTA) as an opportunity to better plan and deliver regional transportation solutions. Starting at the beginning of 2023, Routt County, the City of Craig, and the City of Steamboat Springs jointly hired Fehr & Peers to study the feasibility of an RTA to efficiently plan, finance, implement, and operate a regional transportation system. To help guide the Yampa Valley communities in understanding the logistics behind the formation of an RTA, Fehr & Peers facilitated an educational panel conversation between key stakeholders of the project and key staff from four successful Colorado RTAs. The goal of the panel discussion was to help understand the challenges, approaches, strategic questions, and lessons learned through other RTA formation processes. The panelists included the following RTA representatives:

- Jason White, Roaring Fork Transportation Authority (RFTA) Assistant Planner
- Scott Truex, Gunnison Valley Regional Transportation Authority (GVRTA) Executive Director
- David Averill, San Miguel Authority for Regional Transportation (SMART) Executive Director
- Tanya Allen, Eagle Valley Transportation Authority (EVTA) Executive Director

This panel conversation was structured around four main topics: the ballot, finances, projects, and organizational logistics. Throughout the conversation, it became clear that many of these topics are interrelated and have elements of one another. This memorandum summarizes the key takeaways from this panel discussion and applies them to the potential RTA in the Yampa Valley communities. (For more information on the RTAs that were included in the panel discussion please reference the **RTA Background and Peer Community Review** in Chapter 2).

Ballot-Related Concepts

Because the formation of the RTA is dependent on voter approval through an election process, the Yampa Valley communities expressed interest in learning about how to best structure the approach to getting the community on board with forming an RTA during the balloting process.

Public Polling

All members of the panel spoke in length about the importance of conducting iterative public polling prior to the ballot initiative. Polling can identify the community priorities for transportation projects and test the efficacy of ballot language. Public polling should be conducted by a professional polling company because these experts know the ins and outs of successful polling, as well as how to provide statistically significant polling results. Ideally, the public polling should be an iterative process and include at least two rounds of polling, with one focused on transportation projects and funding mechanism, and the other focused on the ballot language. The results of these polls help modify the vision and strategy for the RTA to best align with the community's desires. Furthermore, polling serves to inform the public of the intents

of the RTA and can encourage conversations about the ballot and functions of the RTA prior to the election.

Funding Public Polling

Since the polling would occur prior to the election and prior to the official formation of the RTA, a separate intergovernmental agreement (IGA) is typically put into place between the different jurisdictions in the community to fund and facilitate the pre-ballot tasks. SMART is currently readying to engage the voters in a 2024 ballot question for rebuilding and refurbishing the existing gondola between Telluride and Mountain Village, for which it has arranged an IGA between SMART, the Town of Telluride, the Town of Mountain Village, San Miguel County, Telluride Mountain Village Owner's Association, and the Telluride Ski Resort to cost-share campaign and project development services.

Communicating the Value of an RTA to Voters

The panel emphasized that the value of an RTA needs to be communicated to the public through extensive public outreach well ahead of a ballot initiative. Polling, the crafting of the IGA, and the ballot initiative language also help the public to understand the value of an RTA. Publicly educating and advocating for the benefits of an RTA (likely through a group independent of government affiliation) can be an effective way to communicate the value of an RTA to voters. Another important facet of public communication is drafting a ballot and IGA that are specific enough about near-term project priorities and associated benefits to convince voters to vote for the RTA, while also being broad enough to be able to consider and approve projects not specifically laid out in the ballot and IGA. In general, the panelists suggested the language in the ballot question and IGA to be broad to minimize the number of times the RTA would need voter approval for different types of projects. They also suggested including specific projects and/or project types that the RTA would accomplish is important both for public buy-in and to the structure of RTA activities. Tanya Allen expressed that the EVTA formation process resisted giving specifics to service levels and project extents, and instead focused on project concepts that resonated with the public. The full list of projects that EVTA would begin to work on once voted in was provided to the public in the IGA's appendix, and the distilled list of projects was provided in the ballot language.

Furthermore, having a clear list of projects/types of projects the RTA will prioritize is important in ensuring the RTA can reasonably deliver on its scope of work. David Averill, for example, shared that the initial service plan for SMART simply stated that SMART would take over operation of existing transit service between the different jurisdictions within the RTA boundary. This helped relay the concept that SMART would assume existing transit operations and would be able to increase transit opportunities if voted in.

Finally, the panelists stressed the importance of designing a ballot question and an IGA that would speak toward a wide variety of transportation priorities and possibilities across the region. Ensuring that the RTA can provide transportation improvements to everyone across the region, and specifically to those within the RTA boundaries, is key to garnering support for RTA formation.

Considerations of a Sunset Provision

A sunset provision is an optional policy written into the intergovernmental agreement (IGA) and is made clear in the ballot initiative that the funding mechanisms being voted on will expire (or "sunset") after a set date (typically five to seven years after the vote). RTAs might use a sunset provision to show the voters that it is committed to responsibly using the public funds, and it can be a way for the public to hold the RTA accountable and prove that the public funds are being used in the public's best interests. An RTA that has a sunset provision will need to return to the voters at least one year before the policy expires to request an extension or elimination of the sunset provision. Eliminating the sunset provision ensures a funding mechanism with no expiration date, while extending the sunset provision sets another date after which the RTA would no longer be able to tax the public, and when the public will vote again on the funding mechanism and amount.

Out of the panelists, RFTA and GVRTA originally had sunset provisions. These two RTAs have since eliminated their provisions after proving the benefit of the RTA to their communities. In the Gunnison Valley, for example, the commuter bus service that was their core service was up and running by year five of the RTA. Scott Truex shared that when GVRTA went to the voters in year six to eliminate the sunset provision, they had no issues in getting the ballot question passed. EVTA, on the other hand, intentionally did not go to the voters with a sunset provision, specifically because they were wanting to pass existing funding for the regional transit service (ECO Transit) to the new RTA entity. Instead of the provision, EVTA was strategic in ensuring that their promises to the public were clear, attainable, and in line with existing community goals.

Ballot-Related Next Steps for the Yampa Valley

- **Contract with a Polling Consultant/Pollster.** As stressed by the panel, public polling multiple times before the ballot is a highly beneficial effort. Especially in a community with a variety of transportation needs and priorities, public polling in the Yampa Valley communities can help structure both the ballot language and the IGA with transportation goals that can accommodate a vast majority of community members.
- **Conduct Public Education and Advocacy from an Independent Group.** A local, independent group that is knowledgeable about the benefits of an RTA can help promote public conversations surrounding what an RTA can and cannot do for the Yampa Valley. In conjunction with the other ballot-related concepts, the more avenues through which the RTA's benefits can be communicated, the more likely the public will be encouraged to vote for its formation.
- **Consider the Pros and Cons of Including a Sunset Provision.** Sunset provisions can be a mechanism to gain trust between the future RTA and the voters. Although it requires a return to the ballot for an extension or elimination, a sunset provision can help persuade communities where the public is uncertain about contributing taxpayer money to a new entity. Based on the public outreach results, an RTA with robust functionality is desired in the Yampa Valley, but there is limited support for high-revenue funding mechanisms. Because of the hesitation for a high-revenue funding mechanisms, it is recommended that the Yampa Valley consider the pros and cons of a sunset provision when preparing a ballot initiative.
- **Include Transparency and Flexibility in Ballot and IGA.** To benefit from the public's approval of RTA activities and to provide enough meaningful work to the RTA without frequently returning to the ballot a transparent yet flexible ballot and IGA are critical for the Yampa Valley RTA's success.

Financing an RTA

By Colorado law, the local funding mechanism for an RTA can be established in multiple ways. RTAs across the state have employed different combinations of these financing strategies to best serve their communities, and the Yampa Valley RTA would likely utilize a select few mechanisms. How to sustainably fund the RTA in an equitable way has been a concern of stakeholders and the public over the course of the project.

Comparing Different Funding Mechanisms

The panelists made it clear that only the funding mechanisms specifically laid out in the Colorado Revised Statutes are to be employed by an RTA, and any variation by community will need to be routed through the allowed funding strategies. For example, a visitor benefit tax on persons who purchase overnight rooms or accommodations in any amount that would not cause the aggregate amount of the visitor benefit tax and any lodging tax imposed on such overnight rooms or accommodations to exceed two percent of the price of such overnight rooms or accommodations is one of the mechanisms an RTA can use. Furthermore, another potential funding opportunity is support from ski resort operations through a financial agreement between the RTA and the resort where the resort commits to a certain amount of

funding, possibly from a fee that the resort would include in lift ticket sales, which would be defined as an RTA enterprise activity or a grant.

Funding Peer RTAs

The current local funding strategies, approved by the voters and employed by each peer RTA are described in **Table 10**.

Table 10: Voter Approved, Local Funding Strategies for Peer RTAs

RFTA	GVRTA	SMART	EVTA
• 0.4% to 1.0% sales tax, varied by community, explicitly detailed in the IGA. • 2.65 mill levy property tax	• 1% sales tax	• ¼ cent sales tax • 0.75% mill levy on properties. • Real Estate Transfer Assessment (previous county tax, used for service outside of RTA boundary and for RTA reserve fund)	• 0.5% sales tax dedicated to the RTA • 0.5% existing transportation sales tax from the county to ECO Transit

Most panelists agreed that a sales tax is one of the better funding mechanisms to consider for an RTA. Across all four of the peer RTAs, one of the main funding mechanisms is a sales tax. Generally, due to the nature of a sales tax, it generates a large amount of funding without a significant personal financial impact. Sales tax can also be a way to lessen the burden on locals, as the tax is applied to any sales specified in the funding mechanism. Furthermore, some RTAs employ restrictions on what transactions are subject to the sales tax. For example, GVRTA does not collect sales tax from grocery or energy bills, which lessens the burden on essential purchases, specifically those of locals.

Another strategy example is that of RFTA, whose funding strategies have progressively evolved over the course of its existence. Jason White expressed that RFTA initially collected only sales tax, with changes to tax rates based on what each community could agree to. Only recently (in 2018) did RFTA's voters approve a property tax as a financing strategy specifically to fund its Destination 2040 plan. Similar to the sentiment of security that a sunset provision provides, starting simple in the taxing mechanism can help the RTA build trust with the public. Once the RTA has shown that it can responsibly manage the public funds, expanding the funding sources to help increase the RTA's ability to provide transportation services and improvements can be an easier task to pursue.

Additional Funding Mechanisms

In addition to the sales taxes that are collected across all four RTAs and the other varying local funding mechanisms, each RTA also actively pursues federal and state funding through grant applications. Although the scale of these grants can be inconsistent and should not be fully relied upon, the grants can be an effective way to decrease the local financial burden, while funding the RTA's activities. Some of

these grants include the Federal Transit Administration (FTA) 5311 rural transit funding, Colorado State Bill 267, Colorado Multimodal Options Fund (MMOF), and Colorado Senate Bill 09-108, also known as the Funding Advancements for Surface Transportation and Economic Recovery Act of 2009 (FASTER) grants administered by the Colorado Department of Transportation (CDOT), among others.

A comparison of different funding sources for operating and capital expenses for peer RTAs is displayed in **Table 11**. It is important to note that the years 2020 and 2021 are not displayed due to the varying federal funding throughout the COVID-19 pandemic. Furthermore, EVTA is not displayed since voters approved it at the end of 2022. As seen in the table, the most predictable funding source within the current RTAs comes from local revenues. While other sources are necessary, they are more variable, making it critical to establish a sustainable, local funding source. In addition, capital expenses vary largely year by year depending on the RTA's capital needs for a given year; SMART did not have any capital expenses in 2019 nor in 2022, but they did in other years.

Table 11: Operating and Capital Funding Sources for Peer RTAs, 2019 and 2022

RTA Name	Funding Source	2019	2022	Funding Source	2019	2022
	Operating Funding Sources			***Capital Funding Sources***		
RFTA	Federal and State Funds	3.8%	6.0%	Federal and State Funds	41.8%	28.1%
	Local Funds	50.8%	56.2%	Local Funds	58.2%	71.9%
	Fares and Other Funds	45.4%	37.7%	Fares and Other Funds	0.0%	0.0%
GVRTA	Federal and State Funds	11.4%	11.5%	Federal and State Funds	58.4%	86.5%
	Local Funds	88.6%	88.5%	Local Funds	41.7%	13.5%
	Fares and Other Funds	0.0%	0.0%	Fares and Other Funds	0.0%	0.0%
SMART	Federal and State Funds	23.6%	21.5%	Federal and State Funds	0.0%	0.0%
	Local Funds	73.1%	73.6%	Local Funds	0.0%	0.0%
	Fares and Other Funds	3.3%	5.0%	Fares and Other Funds	0.0%	0.0%

Source: National Transit Database, Federal Transit Administration

Yampa Valley's Concerns with Funding Mechanisms

It is important to note that in the Yampa Valley's RTA study process to date, public outreach results displayed a lack of support for the most lucrative funding mechanisms (sales tax and property tax). If it is determined that either sales tax or property tax is the most beneficial and feasible forms of funding that the Yampa Valley RTA should pursue, a major effort for educating the public on how funding would work can potentially encourage the public to see the benefits of these mechanisms. Panelists suggested

communicating the tax rates in more digestible formats, such as how much the tax would be on a $100 retail shopping trip.

Another concern that the Yampa Valley communities have expressed is the fiscal impact on locals. The panelists emphasized the importance of a transparent and iterative process for identifying the best funding strategies across the different communities. Calculating the different taxation rates for each community should be based on the total financial need for priority projects, the balance of impact on locals compared to visitors, and each community's desire and willingness to fund the RTA's activities. Across all the peer RTA's, educating elected officials and gathering members from each jurisdiction to come to a consensus on taxation rates was a key to the success on the ballot and RTA formation.

Regional Transportation Benefits with Varying Local Funding Sources

The lifestyle and geography in rural communities, like the Yampa Valley, contribute to more dispersed travel patterns. For example, people more frequently travel to other towns for work, groceries, or recreational activities. Because travel is not generally happening in one town or city, it's more beneficial to have a regionally focused transportation system than multiple single local transportation systems throughout the region. Smaller, local communities can always establish their own transportation system, such as the Town of Parachute (outside of RFTA's boundaries) has done with its local transit system. However, having a regionally focused transportation system also facilitates more coordinated planning, financing, implementing, and operating of a transportation system. An RTA provides a solution where all jurisdictions can have a voice in planning regional transportation that benefits everyone in the community. With an RTA, the jurisdictional members can leverage the collective resources to improve the widespread transportation system.

A variety of strategies exist for funding a regional transportation system while accounting for varying levels of financial capacity throughout the region. For the RTAs in the panel, there are differing tax rates depending on the location. When GVRTA was first established, for example, there was a 0.35% sales tax within the City of Gunnison and a 0.6% sales tax throughout Mt. Crested Butte, Crested Butte, and unincorporated Gunnison County. Once GVRTA was significantly more established, it went back to the voters to pass the current tax rate of 1% across all communities within the taxing district.

Similarly, RFTA receives differing rates of sales tax funding from its various jurisdictional members. These differing rates recognize the different funding capacities across the RTA members and help prioritize the areas where more transportation services would be targeted. In RFTA's case, the original IGA specified that 65% of the RTA's revenue would come from its upper valley communities (Aspen, Snowmass Village, etc.) due to job concentration, a higher need for more transportation options, and the higher financial capacity to support the RTA.

Furthermore, when RFTA was originally established in 2000, there was already a 1.5% county-wide mass transit tax in Pitkin County. Instead of taxing the jurisdictions more, Aspen, Snowmass Village, and Pitkin County agreed to dedicate a portion of their existing sales tax to RFTA. The specific tax rates for each community are explicitly laid out in the IGA and have been altered over time and by jurisdiction. It should

be noted, however, that not all funding mechanisms can be applied in this fashion; there are some funding mechanisms (such as property tax) that must be uniform across the RTA boundaries.

Financial Next Steps for the Yampa Valley

- **Strategically Identify the Transportation Priorities and Match the Cost with Potential Revenue Sources.** Identifying the funding mechanism and the rate should be based on thorough identification of priority projects, estimating their cost, and matching a sustainable revenue source. The peer RTA's all employ varying degrees of a sales tax paired with other mechanisms due to the need for maximizing revenue potential to fund RTA project costs and minimal personal fiscal impact on locals.
- **Invest in Educating the Public about Financing Strategies and the Benefit of a Regional Approach.** Widespread education of what an RTA is, why it is more beneficial to do at a regional scale, and how funding can be equitable is key is gaining public support for RTA formation.
- **Consider Tailoring Taxation Mechanisms to Differing Resources and Perceptions Across the Yampa Valley.** In balancing both the needed regional transportation improvements and the local resources, different taxation rates for each community can help ease the financial burden on the communities who might not be able or willing to contribute as much to the RTA but also who might not need as many transportation improvements.

Project Strategy

An RTA can accomplish projects related to transportation, which can include projects related to transit, bicycle, pedestrian, roadway, airport ground transportation, air service, and railway transportation services and infrastructure. The four RTAs who participated on the panel all have diverse approaches and scope related to project types.

Establishing Clear Expectations for the RTA and Building Trust with the Community

When identifying the RTA's priority projects, the panelists emphasized the importance of setting clear expectations as to what an RTA can accomplish during the formation process. They also stressed the importance of building and maintaining trust with the community once the RTA is established.

Managing Expectations

Clear expectations for the RTA should be established during the balloting and formation process. In SMART's IGA, for example, the purpose of the RTA was clearly laid out as "…[an] Authority to coordinate, plan, finance, construct, operate and maintain a regional multi-modal transportation system within or outside the Boundaries of the Authority." The purpose of the RTA is focused on multi-modal transportation but is broad enough to allow for future growth and expanded services. Other panelists agreed that it is important to establish a clear mission statement to direct the focus of the RTA while not stifling creativity.

The community and RTA members should feel like there is an opportunity to propose and implement innovative ideas related to regional transportation. SMART's IGA contained an appendix that outlined the initial service plan, which focused on high priority projects and planning efforts for near-term implementation. The RTA panelists advised creating an initial project list that has direct impacts on the community and is easy to accomplish within the first few years of the RTA. Many of the panelists explained how some of the initial projects included building upon and transitioning from existing, regional transportation infrastructure and using existing transportation resources. Ultimately, the RTA should establish clear expectations about what it will and will not do, but leave the door open for future opportunities.

Building Trust

Having a focused initial list of RTA projects is also important for building trust within the community because it provides a measure on how well the RTA is delivering on it promised to voters. The initial projects should be achievable in the short-term and highly visible to the community. The panelists emphasized that delivering on promised projects through effective and responsible management has helped build trust for passing future ballot initiatives.

Panelists also advocated for transparency with the community about the progress of projects. RFTA, for example, has a living dashboard on their website that shows projects that are in progress, being explored, and projects that have been completed according to its Destination 2040 plan (the dashboard can be found here). This transparency about project progress directly displays where the public's investments are going.

A part of building trust with the community is managing the expectations and visions the community has for the RTA while also remaining grounded with the realities of establishing and running an RTA. The panelists highlighted that while it is important to promise and deliver projects that are quick to implement and visible to the community, it is also important to balance those projects with long-term planning for the RTA.

Providing Service to RTA Members and Non-Members

Legally, an RTA must provide transportation services and benefits to all members within the RTA boundaries. Some RTAs might choose to also provide services to areas outside of the boundaries if there is a benefit to doing so. Three of the four RTAs (EVTA, SMART, and RFTA) on the panel serve or interact with areas that are not within their boundaries. Much of the decision to serve areas outside of the RTA boundaries is based on geographic location and pre-RTA transportation services.

In EVTA's situation, for example, a ballot initiative was sent to residents in eight jurisdictions, seven of which voted to be part of the RTA. EVTA's primary focus is to deliver on projects that improve regional transportation. Tanya Allen stressed the importance of ensuring the smaller communities do not get lost in the bigger projects, especially since these are members who voted and are paying for transportation improvements. Voters in the Town of Gypsum, on the other hand, did not approve of the creation of the RTA and are not taxed the half-percent sales tax in addition to an existing ECO Transit sales tax. However,

because the previous regional transit provider (ECO Transit) connected through Gypsum, any RTA improvements to services passing through Gypsum will likely indirectly improve transit connections to Gypsum. The citizens of Gypsum may decide to vote to join the RTA at a later date. At that time, they will be taxed and EVTA transportation services may be more directly improved for Gypsum.

David Averill of SMART also added that deciding to serve an area outside of the official RTA boundaries is a cultural and economic decision that needs to be weighed with feasibility. In the case of SMART, although the Town of Rico was not an initial member of the RTA boundary, many of the R-1 School District students and Town of Telluride employees live in Rico. Similarly, a significant number of county employees live in Norwood and Naturita, which are not a part of the taxing district but receive SMART regional transit services. Some of the expenses for these services are recovered through fares, but the driving decision to serve these areas is due to the historical transportation services and needs that have existed in these communities before SMART was formed. Notably, residents of the Town of Rico voted into the RTA in 2019 after seeing the benefit the RTA brought them in the first few years.

Project-Related Next Steps for the Yampa Valley

- **Create a mission/purpose statement for the RTA.** A clear mission/purpose statement about what the RTA is trying to accomplish will help guide project decisions and create a reference when projects need to be turned down. The mission/purpose statement should be in the IGA and inform the initial project list.
- **Establish a list of short-term projects that excite the community.** Select an initial project list that is feasible to implement within the first few years after the RTA is approved. The initial projects can build off existing transportation infrastructure and resources to aid in quick implementation (e.g., the existing SST route from Craig to Steamboat Springs). While the initial projects are being implemented, the RTA should also be engaging in planning efforts to ensure the longevity and success of the RTA.
- **Keep the community involved.** The community should have a say in the projects that the RTA will be accomplishing. A highly informed community that feels heard is much more likely to vote for the RTA. Strive to keep the community informed about the progress of projects the RTA is working on.
- **Understand Feasibility/Need of Including Non-RTA members.** When selecting projects for the RTA it is important to balance the needs of members and non-members.

Organizational Logistics

Since an RTA is a governmental entity that administers the transportation system (because of an agreement between at least two governmental entities in an IGA), there are organizational logistics that need to be in place for an RTA to operate successfully.

Organizational Structure of the RTA

The organizational structure of an RTA is outlined in the IGA, but the process of staffing and maintaining the organization evolves within the RTA management.

Pre Ballot-Initiative

Creating the organizational structure for an RTA starts before the ballot initiative. Tanya Allen from EVTA stressed that taking time on the front end ensures that logistics are not being figured out while simultaneously trying to start projects. It should be assumed that the ballot initiative will be approved while planning the organizational structure. This will make it much easier on the first day of operations for the RTA. The IGA defines how the RTA will be run, including establishing a board of directors. The panelists recommended taking time before the RTA is established to figure out who will be on the board of directors and how the funding will be collected if the RTA is approved.

First Day of Operations

By the time the RTA is operational, a board of directors should be established with clear roles and responsibilities. The board of directors is made up of members from each of the government entities. The board of directors will then oversee hiring an executive director for the RTA; the executive director will be the first staff member of the RTA, who may then hire other support staff.

Other Operational Considerations

When the panelists were asked about key lessons learned or what they would do differently, they all answered that they would dedicate more resources towards hiring in-house staff than putting all revenue towards projects and services. The primary motivation for this is the challenge in balancing project work to demonstrate RTA progress to the community with organizational tasks that are also of priority, such as grant writing, managing projects, administering the RTA, and allocating funding.

Another piece of panelist advice was to keep the long-term vision of the RTA in mind. As the RTA grows in functionality and scope, making sure that the RTA is also organizationally aligned with the growth is important. It can quickly become overwhelming for only a few people to manage all operations of the RTA.

Key Sections of an IGA

An intergovernmental agreement, or IGA, for an RTA is a document that outlines the terms and conditions of collaboration and coordination between different government entities involved in regional transportation planning and development. The purpose is to establish roles, responsibilities, funding

mechanisms, and other key aspects of the governmental collaboration to ensure the government entities work together effectively to address transportation challenges and goals. The IGA should be written and approved by the intended member jurisdictions before the RTA is presented to the public on the ballot.

Below is an outline of sections and subsections that are included in all the IGAs from RTAs on the panel. The IGA can also include the ballot question and/or an initial project list in an appendix. The full IGAs for each RTA are attached as an appendix to this document.

- **Definitions**
    - *Definitions from the Act*
    - *Other definitions*
- **Establishment of the Authority and Initial Members**
    - *Establishment*
    - *Purpose*
    - *Boundaries*
    - *Over Approval*
    - *Initial Members*
- **Board of Directors**
    - *Establishment of Powers*
    - *Directors*
    - *Alternate Directors*
    - *Appointment of Directors and Alternate Directors*
    - *Terms of Office*
    - *Resignation and Removal*
    - *Vacancies*
    - *Compensation*
    - *Resolutions and Voting*
    - *Special Rules Regarding Adoption of the Authority's Annual Budget*
    - *Powers of the Board*
    - *Bylaws and Rules*
- **Advisory Committee**
- **Personnel / Officers**
    - *Generally*
    - *Chair*
    - *Vice Chair*
    - *Secretary*
    - *Treasurer*
    - *Executive Director*
    - *Resignation and Removal*
    - *Changes to Authority, Powers, and Duties*
    - *Vacancies*
    - *Compensation*
- **Powers of the Authority**
    - *General Grant of Powers*
    - *Specific Responsibilities*
    - *Limitations on Powers of the Authority*

    - *Existing Transit Services*
- **Funding the Authority**
    - *Baseline Funding*
    - *Discretionary Member Contributions*
    - *Mitigation of Development Impacts*
    - *Pursuit of Grants*
    - *Capital Projects and Bonds*
    - *No Implied Limits on Powers*
- **Members**
    - *Initial Members*
    - *Withdrawal of Initial Members*
    - *Additional Members*
    - *Future Elections*
- **Term and Distribution of Assets Upon Termination**
    - *Effective Date*
    - *Termination*
    - *Distribution of Assets Upon Termination*
- **Defense of Directors, Officers Members of Advisory Committees and Employees**
- **Amendments**
    - *Amendments Generally*
    - *Amendments to Boundaries*
- **Miscellaneous**
    - *Adoption ad Execution of Agreement in Accordance with Law*
    - *Parties of Interest*
    - *Personal Liability*
    - *Notices*
    - *Assignment*
    - *Severability*
    - *Interpretation*
    - *Governing Law*

Utilizing Other Resources

A variety of resources are available to communities contemplating forming an RTA. The peer RTA panelists encourage utilizing the panelists and their organizations, as well as other RTAs in the state, as resources for any questions that the Yampa Valley RTA has during the formation process, ballot campaign, and initial/long-term operation (once voted in).

Another resource that the RTA panelists mentioned during the discussion is the Colorado Association of Transit Agencies (CASTA), which is an organization dedicated to supporting and representing transit interests within Colorado. The Yampa Valley RTA can connect with leaders in the transit field for support and questions through participation in CASTA.

Organizational Next Steps for the Yampa Valley

- **Have organization plan and key personnel in place before the RTA is operating / collecting funding.** If the ballot is approved in November, it is highly recommended to start determining the management of funding including who will be responsible for collecting funds, lags in receipt of funding versus expense needs, accounts and account authorized users and a baseline of needs to begin operating the RTA. These decisions should be made between the time the RTA is voted in and when it becomes operational the following January 1st.
- **Create an IGA and plan with the assumption that the ballot initiative will pass.** Assuming a successful ballot initiative will ensure the RTA is better positioned to be successful once it is voted in. Finalize the members of the RTA and create the IGA before the ballot initiative. The IGA outlines the purpose of the RTA, establishes roles and responsibilities for the members, and can provide the initial projects that the RTA will work on.

Key Takeaways

Successful and Challenging Factors to RTA Formation

The project team identified factors that can influence the success or challenges in the RTA formation process. The key factors to success include:

- Establishing a clear, simple, and comprehensive vision for a robust regional transportation system.
- Thoroughly engaging with community members throughout the region to establish transportation priorities, educate on RTA structure and funding, and garner support for the RTA. It is important to note that this community engagement must be visionary yet grounded in the realities of project feasibility, schedule, and cost.
- Provide clear project expectations to build trust.
- Organizing administrative logistics well in advance by preemptively selecting/hiring key staff to run the RTA as soon as it is formed. Key staff to consider hiring right away are an administrator, an accountant, and a lawyer.

On the other hand, key factors to tension and potential failure in forming an RTA include:

- Overcomplicating the ballot and intergovernmental agreement to a point that both confuses the voter and limits the RTA's potential scope of work.
- Pursuing extensive funding through mechanisms that do not align with the socio-economic circumstances and public sentiment.
- Overcommitting and overprescribing what the RTA will deliver within the first few years of formation. It is more effective and trustworthy to start with small and realistic projects.
- Overlooking the needs of growing the RTA staff and other resources as the responsibilities and project scope grow.

Summary of Yampa Valley Next Steps to Formation

As detailed throughout this memorandum, the following is a summary of topic-related next steps and key considerations for forming an RTA in the Yampa Valley. Some of these next steps are also summarized at the end of the report.

Ballot-Related Next Steps for the Yampa Valley

- Consider the Pros and Cons of Including a Sunset Provision.
- Contract with a Polling Consultant/Pollster.
- Conduct Public Education and Advocacy from an Independent Group.
- Include Transparency and Flexibility in Ballot and IGA.

Financial Next Steps for the Yampa Valley

- Strategically Identify the Transportation Priorities and Match the Cost with Potential Revenue Sources.
- Invest in Educating the Public about Financing Strategies and the Benefit of a Regional Approach.
- Consider Tailoring Taxation Mechanisms to Differing Resources and Perceptions Across the Yampa Valley.

Project-Related Next Steps for the Yampa Valley

- Create a Mission/Purpose Statement for the RTA.
- Establish a List of Short-Term Projects that Excite the Community.
- Keep the Community Involved.
- Understand the Feasibility/Need of Including Non-RTA members.

Organizational Next Steps for the Yampa Valley

- Have Organization Plan and Key Personnel in Place Before the RTA is Operating / Collecting Funding.
- Create an IGA and plan with the assumption that the ballot initiative will pass.

Chapter 6 – Project Evaluation

Five operational and five infrastructure projects were chosen from the initial projects listed in **Table 9** to be evaluated for the purpose of identifying the feasibility and the priority of projects. The projects were selected for evaluation based on existing conditions, stakeholder and public input, similar projects pursued by peer RTAs, and the feasibility of implementation in the short- and mid-term. **Table 12** lists the projects that were evaluated along with a final description and service assumptions of each project.

Table 12: Evaluated Projects

Project Name	Project Description
Operational Projects	
High Frequency Craig-Steamboat Springs Route Bus	Increasing the existing regional bus on US 40 to 30-to-60-minute frequency all day. Assumes fourteen daily service hours year-round.
Local Craig Circulator Bus Route	Local circulator bus route within Craig with 15-to-30-minute frequency all day. Provides connectivity within Craig with connections to the regional route. Assumes twelve daily service hours year-round.
South Routt Transit Services	1. Bus route from South Routt to Steamboat Springs; two roundtrips per day, year-round. 2. Weekend activity bus connecting Yampa/Oak Creek/Stagecoach for 10 weekends in the winter season and 5 weekends in the summer season, primarily targeted for recreation.
Steamboat II Fixed Route Bus	Local route around Steamboat II connecting to Steamboat Springs with 30-to-60-minute frequency all day. Assumes fourteen daily service hours year-round. Relationship between the RTA and SST for operations and funding is to be determined.
HDN Airport Ground Transportation	Bus route connecting the Yampa Valley Regional Airport (HDN) with Steamboat Springs and a separate service connecting the airport with Craig. Assumes twelve daily service hours for 35 weeks per year, with no operation during shoulder seasons.
Infrastructure/Partnership Projects	
Fare-Free Regional Transit	Subsidy to make existing Craig-Steamboat Springs regional route free. Assumes SST's 2021 and 2022 revenue per vehicle hour costs for the existing route.
Safety Fund for Roadway Improvements	Fund for roadway safety projects (including wildlife crossings, pedestrian crossings, and other traffic calming and awareness measures) within the RTA boundary. The fund is intended to be a supporting fund for reaching local cost shares on these types of projects.
Improvement to Existing Bus Stop and New Bus Stops	Improvements to six to eight existing bus stops, including shelters, passenger amenities, crosswalks, sidewalks connectivity, etc. This also includes two to four new bus stops.
Park-and-Ride Lots	Park-and-Ride Lots in Craig, Hayden, and Milner to support regional fixed route service. Assumes three to four park-and-ride lots.
Develop Yampa River Core Trail	Extending the existing bicycle/pedestrian path for recreation and commuting for the extent of the RTA boundary. Assumes 40 miles of trail from Steamboat II (current planned terminus) to Craig.

Note: Some projects were adapted from the initial list based on the public input received.
Note: Vehicle costs, a support fund for rail development, and the necessary RTA administration and maintenance facility were not evaluated as projects but are reflected in the final cost estimates and investment scenarios.

Evaluation Methodology

Unique evaluation criteria were developed for both operational and infrastructure projects. The chosen criteria reflect a combination of the key takeaways gathered throughout the project without relying too heavily on one source.

Table 13 outlines the evaluation criteria, the metric it measured, and the technical details of the measurement for operational projects.

Table 13: Operational Project Evaluation Criteria

Evaluation Criteria	Metric	Metric Description / Calculation
Ridership Potential	Average Daily Riders	Based on the estimated number of daily vehicle revenue hours and expected number of passengers per vehicle revenue hour based on peer communities.
Cost	Annual Operating Cost	Full build-out cost estimates based on peer communities and SST cost per revenue hour. The operating cost does not include capital costs, such as purchasing vehicles.
Ease of Implementation	Qualitative Ability to Implement	Qualitative assessment of logistical needs for implementing each project, including need for vehicles, bus stops, drivers, coordination with partner agencies, etc.
Areas Not Served by Existing Transit	Portion of new likely stops in addition to the existing stops	Compares estimated number of new stops that would be added as a result of the project to the number of existing bus stops the new route would stop at.
Peer Review	Similar project implemented by peer RTAs within first 3 years of formation	Qualitatively compares the project to the initial service plan of peer RTAs.
Supports Goals of Previous Plans	Number of reviewed plans the project supports	Counts the number of previous plans (reviewed during the existing conditions phase) where the project would help accomplish at least one action item/goal.
Public Support of Project	Percent of survey respondents who voted for the project	Based on the public outreach, calculates the percent of respondents who voted for the project.
Regional Connections	Ability for project to connect to final destinations	Qualitative assessment (high/medium/low) of the project's ability to directly connect a rider to their final destination based on geographic coverage.
Destination Types	Number of destination types served	Number of common destination types (airport, work, ski resort, shopping/restaurants, school, public services, medical appointments, gym/recreation center), the project would directly serve. Top three desired destination types based on public outreach results are weighted X2.
Transit Propensity Factors	Number of census tracts covered with high classification of transit propensity factors	Using Fehr & Peers Demographic Mapping Tool (Census Data) to identify how many census tracts that fall into highest or second highest class of each factor are served by the project. Included factors: people of color, limited English proficiency, low-income populations, seniors, youth, limited internet access, limited access to a vehicle, persons with a disability.

Table 14 outlines the evaluation criteria, the metric it measured, and the technical details of the measurement for operational projects.

Table 14: Evaluation Criteria for Infrastructure Projects

Evaluation Criteria	Metric	Metric Description
Cost	Annual Operating Cost	Full build-out cost estimates based on peer communities and SST cost per revenue hour. The operating cost does not include capital costs, such as purchasing vehicles.
Ease of Implementation	Qualitative Ability to Implement	Qualitative assessment of logistical needs for implementing each project, including need for vehicles, bus stops, drivers, coordination with partner agencies, etc.
Areas Not Served by Existing Transit	Portion of new likely stops in addition to the existing stops	Compares estimated number of new stops that would be added as a result of the project to the number of existing bus stops the new route would stop at.
Peer Review	Similar project implemented by peer RTAs within first 3 years of formation	Qualitatively compares the project to the initial service plan of peer RTAs.
Supports Goals of Previous Plans	Number of reviewed plans the project supports	Counts the number of previous plans (reviewed during the existing conditions phase) where the project would help accomplish at least one action item/goal.
Public Support of Project	Percent of survey respondents who voted for the project	Based on the public outreach, calculates the percent of respondents who voted for the project.
Regional Connections	Ability for project to connect to final destinations	Qualitative assessment (high/medium/low) of the project's ability to directly connect a rider to their final destination based on geographic coverage.
Destination Types	Number of destination types served	Number of common destination types (airport, work, ski resort, shopping/restaurants, school, public services, medical appointments, gym/recreation center), the project would directly serve. Top three desired destination types based on public outreach results are weighted X2.
Transit Propensity Factors	Number of census tracts covered with high classification of transit propensity factors	Using Fehr & Peers Demographic Mapping Tool (Census Data) to identify how many census tracts that fall into highest or second highest class of each factor are served by the project. Included factors: people of color, limited English proficiency, low-income populations, seniors, youth, limited internet access, limited access to a vehicle, persons with a disability.

Project Evaluation Results

Each of the projects listed in **Table 12** were evaluated using the operational and infrastructure evaluation criteria. **Table 15** shows the results of the operational project evaluation and **Table 16** shows the results of the infrastructure project evaluation. The cells in the project evaluation tables are highlighted based on feasibility. Dark green indicates higher feasibility while light green indicates lower feasibility.

After evaluating the projects, the projects could be ranked by more feasible to less feasible. The ranking order for operational and infrastructure projects are listed below with "1" being highest feasibility/ desirability rating.

Operational

1. High Frequency Craig – Steamboat Springs Bus
2. Steamboat II Bus
3. HDN Ground Transportation
4. Local Craig Circulator
5. South Routt Transit Services

Infrastructure

1. Fare-Free Regional Transit
2. Improvements to existing bus stops / new bus stops
3. Park-and-Ride Lots in Craig, Hayden, and Milner
4. Safety Fund for Roadway Improvements
5. Develop Yampa River Core Trail

Table 15: Operational Project Evaluation

Evaluation Criteria	Metric	High Frequency Craig-Steamboat Springs Bus	Steamboat II Bus	HDN Airport Ground Transportation	South Routt Transit Services	Local Craig Circulator
Ridership Potential	Average Daily Riders	520 - 640	320 - 400	370 - 520	70 - 160	190 - 260
Cost	Annual Operating Cost	$2.6M - $3.4M	$700K - $1.2M	$1.5M - $1.7M	$550K - $650K	$540K - $755K
Ease of Implementation	Qualitative Ability to Implement	Medium	High	Medium	Medium	High
Area Not Served by Existing Transit	Portion of new likely stops in addition to the existing stops	0%	55%	8%	75%	29%
Peer Review	Similar project implemented by peer RTAs within first 3 years of formation	Yes	Yes	No	Yes	Yes
Supports Goals of Previous Plans	Number of Reviewed Plans the Project Supports	7	6	5	3	3
Public Support of Project	Percent of survey respondents who voted for the project	74%	65%	75%	54%	36%
Regional Connections	Ability for project to connect to final destinations	High	Medium	High	High	Low
Destination Types	Number of Destination Types Served	8	5	8	6	7
Transit Propensity Factors	Number of Census Tracts Covered with High Classification of Transit Propensity Factors	8	6	8	4	8

Legend: More Feasible | Less Feasible

Table 16: Evaluation of Infrastructure Projects

Evaluation Criteria	Metric	Develop Yampa River Core Trail	Safety Fund for Roadway Improvements	Improvements to Existing Bus Stops/New Stops	Fare-Free Regional Transit	Park-and-Ride Lots in Craig, Hayden, Milner
Cost	Annual Cost	$1.6M - $4.2M	$250K - $500K	$85K - $280K	$450K - $600K	$300K - $400K
Ease of Implementation	Qualitative Ability to Implement	Low	Medium	High	High	Medium
Supports Operational Projects	Qualitative Assessment if Infrastructure Project Supports Any Operational Projects	Low	Low	High	Medium	Medium
Peer Review	Similar project implemented by peer RTAs within first 3 years of formation	No	No	Yes	Yes	No
Public Support of Project	Percent of survey respondents who voted for the project	82%	66%	53%	53%	50%
Supports Goals of Previous Plans	Number of Reviewed Plans the Project Supports	5	2	5	2	7
Regional Connections	Ability for project to support connecting to final destinations	Low	Low	High	High	Medium

Legend: More Feasible | Less Feasible

Chapter 7 – Cost and Revenue Estimation

The key funding source for an RTA is local tax sources. To understand the scale at which the RTA can operate, it is critical to estimate the revenue that the RTA can reasonably generate and match it to cost estimates of projects. This chapter details both process and results of cost estimation and revenue estimation. These estimates then inform the various project scenarios presented in the following chapter.

Cost Estimates

To estimate the project costs, Fehr & Peers turned to peer communities, similar projects, and other local institutional knowledge of transit costs. The methodology for calculating each project cost is detailed in **Appendix B**. It is important to note that all project costs are estimated based on a set of assumptions, and once the RTA determines which projects it will pursue, these cost estimates may change due to changes to levels of service and other economic factors. The costs for operational projects, or the projects that will deliver an improved or new transit service, are based on estimated annual operating hours and industry-standard costs per hour informed by SST costs. The costs for infrastructure projects, or the projects that are more one-time costs (split over multiple years), are based on industry-standard costs per unit.

Table 17 displays each evaluated project (see **Table 12** for a list of evaluated projects) and its associated cost ranges for both operational and infrastructure projects. It is important to note that this table also includes three projects that were not evaluated: annual cost of vehicles, the rail fund for supporting rail development, and annual cost of the RTA maintenance and administration facility. These three projects were deemed necessary to support the other projects. The table also includes a local cost range estimate, which generally assumes that the RTA would be able to source 20% of the cost for operational projects (and be responsible for generating 80% of the funding locally), and source 60% of the cost for infrastructure projects (and be responsible for generating 40% of the funding locally).

Table 17: Project Total and Local Cost Range Estimates

Project	Total Annual Project Cost Range	Local Cost Range
Operational Projects		
High Frequency Craig-Steamboat Springs Bus	$2.6M - $3.4M	$2M - $2.7M
Steamboat II Bus	$700K - $1.2M	$560K - $960K
HDN Airport Ground Transportation	$1.5M - $1.7M	$1.2M - $1.4M
South Routt Transit Services	$550K - $650K	$440K - $520K
Local Craig Circulator	$540K - $755K	$430K - $605K
Annual Cost of Vehicles for the above Projects	$470K	$188K
Subtotal (Operational)	**$6.4M - $8.2M**	**$4.8M - $6.4M**
Infrastructure Projects		
Develop Yampa River Core Trail	$1.6M - $4.2M	$300K - $850K
Safety Fund for Roadway Improvements	$250K - $500K	$250K - $500K
Rail Fund for Supporting Rail Development	$250K - $500K	$250K - $500K
Improvements to Existing Bus Stops/New Stops	$86K - $280K	$17K - $56K
Fare-Free Regional Transit	$450K - $600K	$450K - $600K
Park-and-Ride Lots in Craig, Hayden, Milner	$300K - $400K	$60K - $80K
Annual Cost of RTA Maintenance/Admin Facility	$1.5M - $2M	$1.2M - $1.6M
Subtotal (Infrastructure)	**$4.4M - $8.5M**	**$2.5M - $4.2M**
Total (Operational + Infrastructure)	**$10.8M - $16.7M**	**$7.3M - $10.6M**

Revenue Estimates

To estimate the potential revenue sources, Fehr & Peers worked closely with finance directors and staff from Routt County, the City of Steamboat Springs, and the City of Craig. Knowing that an RTA can be funded using a sales and use tax, a property tax, a visitor benefit tax, and a motor vehicle fee, the project team sourced the total money collected in 2022 in these municipalities through each of those mechanisms. Using the statutory limits set on each funding mechanism, potential revenue estimates were generated. For example, knowing that a potential sales and use tax may not exceed 2%, we calculated what a variety of tax rates would generate, based on the 2022 gross sales.

Furthermore, the Steamboat Ski & Resort Corporation has been a dedicated partner in this project's process, and has indicated that they would be willing to provide financial support to the RTA if it were to be voted in.

In reviewing input that was gathered from public outreach, conversations with stakeholders, the peer RTA panel discussion, it was determined that final revenue scenario estimates will be calculated for sales tax, a motor vehicle fee, and a contribution from the resort for the sake of feasibility and simplicity. Note: revenue estimates for all funding mechanisms (including those not included in the final estimates) are detailed in **Appendix B.**

Like with the cost estimates, it is important to note that the revenue estimates are estimated based on a set of assumptions and using the 2022 financials of each community. Once the RTA determines which revenue mechanisms it will pursue, these revenue estimates may change due to changes to desired mechanism and other economic factors. **Any final taxation mechanisms to be voted upon will ultimately need to be determined by the elected officials, and the final say on imposing these mechanisms will be dependent on approval of the voters.**

Table 18 displays revenue estimates for sales tax, based on the 2022 sales income in Routt County and the City of Craig. Sales tax alone may generate anywhere between $830K and $33.1M, depending on the chosen tax rates by community and within the limits of the law. If elected officials jointly determine that a sales tax is the desired taxation mechanism to pursue, they may tailor the tax rates by community and to the decimal place that makes most sense. For simplicity, this table shows rate increments that may be easier to communicate to the public, but it is not unusual for an RTA to establish a rate anywhere in between these increments. As will be discussed in the following chapter, there are a variety of ways to tailor the tax rates to each community; the tax rate does not need to be the same across all jurisdictions.

Table 18: Sales Tax Revenue Estimates

	Routt County*	City of Steamboat Springs	City of Craig	Total
2% Sales Tax	$6,933,946	$21,518,846	$4,651,743	$33,104,535
1.5% Sales Tax	$5,200,460	$16,139,135	$3,488,807	$24,828,401
1% Sales Tax	$3,466,973	$10,759,423	$2,325,872	$16,552,268
0.75% Sales Tax	$2,600,230	$8,069,567	$1,744,404	$12,414,201
0.5% Sales Tax	$1,733,487	$5,379,712	$1,162,936	$8,276,134
0.25% Sales Tax	$866,743	$2,689,856	$581,468	$4,138,067
0.1% Sales Tax	$346,697	$1,075,942	$232,587	$1,655,227
0.05% Sales Tax	$173,349	$537,971	$116,294	$827,613

Routt County includes incorporated and unincorporated areas of the county, excluding the City of Steamboat Springs. If a given jurisdiction were to *not* vote into the RTA, these estimates would be impacted.

Table 19 displays revenue estimates for a potential annual motor vehicle fee, based on the total number of vehicles registered at the county level in 2022. Due to this fee being collected at the county level and Moffat County (the county within which City of Craig is in) not being an initial partner, only estimates for Routt County were calculated. At most, this fee would generate $400,000.

Table 19: Annual Motor Vehicle Fee Revenue Estimates

	Routt County*	City of Craig
Number of Vehicles Registered	40,783	N/A
$10 Fee	$407,430	N/A
$5 Fee	$203,715	N/A
$2 Fee	$81,486	N/A

Finally, for the purposes of revenue estimates, the Steamboat Ski and Resort Corporation indicated that their annual RTA contribution could be estimated around $1,000,000 annually, although this too may change.

Chapter 8 – Potential Investment Scenarios

Three potential investment scenarios were developed to exemplify which evaluated projects could be implemented based on possible funding mechanisms that the RTA may decide to pursue. In addition to the evaluated project costs, the investment scenarios also include required costs that the RTA would have to make regardless of the projects chosen. These costs are the annual cost of new vehicles and the annual cost of an RTA administration and maintenance facility.

The investment scenario costs show both the estimated total cost and the estimated local cost. The local cost is calculated by subtracting the anticipated portion of the cost that will be funded federally from the total cost.

Investment Scenario 1: Fund All 10 Projects

Investment scenario 1 (see **Table 20**) looks at funding all 10 projects that were evaluated. This investment scenario represents the costliest option.

Table 20: Investment Scenario 1 - Fund All 10 Projects

Project Name	Total Cost	Local Cost
Operational Projects		
High Frequency Craig-Steamboat Springs Route Bus		
Local Craig Circulator Bus Route		
South Routt Transit Services		
Steamboat II Fixed Route Bus		
HDN Airport Ground Transportation		
Annual Cost of New Vehicles		
Subtotal (Operational)	**$6.4M - $8.2M**	**$4.8M - $6.4M**
Infrastructure/Partnership Projects		
Fare-Free Regional Transit		
Safety Fund for Roadway Improvements		
Improvements to Existing Bus Stop and New Bus Stops		
Park-and-Ride Lots		
Develop Yampa River Core Trail		
Annual Cost of RTA Admin/Maintenance Facility		
Subtotal (Infrastructure)	**$4.4M - $8.5M**	**$2.5M - $4.2M**
Total (Operational + Infrastructure)	**$10.8M - $16.7M**	**$7.3M - $10.6M**

Investment Scenario 2: Fund Top 3 Evaluated Projects

Investment scenario 2 (see **Table 21**) looks at funding the top three operational and infrastructure projects that were evaluated.

Table 21: Investment Scenario 2 - Fund Top 3 Projects

Project Name	Total Cost	Local Cost
Operational Projects		
High Frequency Craig-Steamboat Springs Route Bus		
Steamboat II Fixed Route Bus		
HDN Airport Ground Transportation		
Annual Cost of New Vehicles		
Subtotal (Operational)	**$5.2M - $6.7M**	**$4.1M - $5.2**
Infrastructure/Partnership Projects		
Fare-Free Regional Transit		
Improvements to Existing Bus Stop and New Bus Stops		
Park-and-Ride Lots		
Annual Cost of RTA Admin/Maintenance Facility		
Subtotal (Infrastructure)	**$2.4M – $3.3M**	**$1.7M - $2.3M**
Total (Operational + Infrastructure)	**$7.6M - $10M**	**$5.8M - $7.5M**

Investment Scenario 3: Fund Top 3 Evaluated Projects + Craig Circulator

Investment scenario 3 (see **Table 22**) is the same as investment scenario 2, but it adds in the Craig Circulator Bus. The Craig Circulator Bus ranked very close to the other projects and was a highly desired project by the residents of Craig.

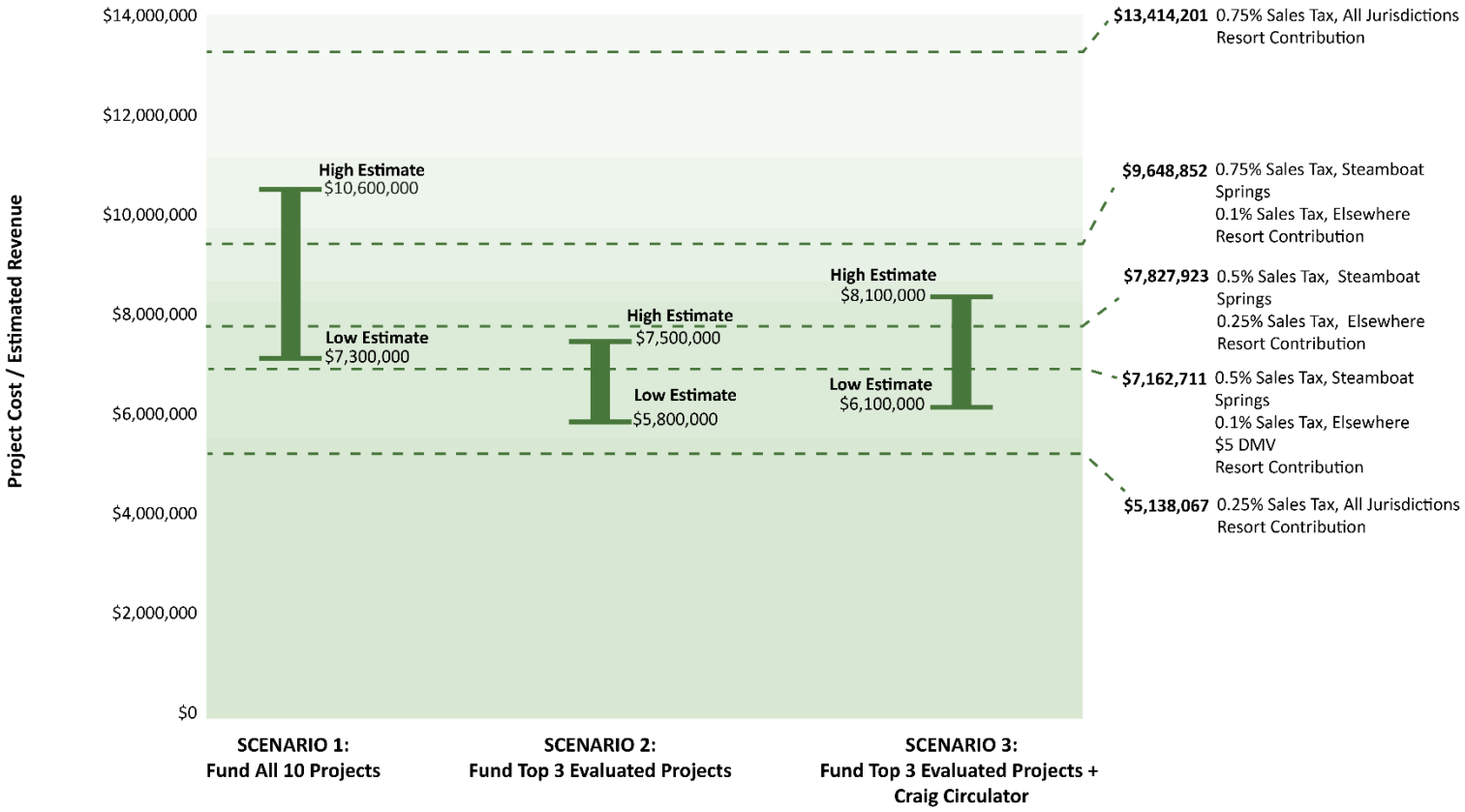
Table 22: Investment Scenario 3 - Fund Top 3 Projects + Craig Circulator

Project Name	Total Cost	Local Cost
Operational Projects		
High Frequency Craig-Steamboat Springs Route Bus		
Local Craig Circulator Bus Route		
Steamboat II Fixed Route Bus		
HDN Airport Ground Transportation		
Annual Cost of New Vehicles		
Subtotal (Operational)	**$5.7M - $7.5M**	**$4.4M - $5.8M**
Infrastructure/Partnership Projects		
Fare-Free Regional Transit		
Improvements to Existing Bus Stop and New Bus Stops		
Park-and-Ride Lots		
Annual Cost of RTA Admin/Maintenance Facility		
Subtotal (Infrastructure)	**$2.4M - $3.3M**	**$1.7M - $2.3M**
Total (Operational + Infrastructure)	**$8.1M - $10.8M**	**$6.1M - $8.1M**

Funding the Investment Scenarios

How the RTA is funded depends on what the elected officials that compose the RTA decide are the best funding mechanisms. **Figure 36** shows a few examples of how different combinations of funding mechanisms (sales tax, Steamboat resort contribution, and vehicle registration fees) at different levels can change the amount of funding the RTA is able to receive. The figure compares the possible revenue with the high and low project cost estimates of each investment scenario.

Figure 36: Investment Scenarios with Funding Scenarios



Chapter 9 – Next Steps

With the technical groundwork complete, including details of feasible projects and their respective cost and revenue estimates, the next steps include transitioning from concept to reality, pending approval and coordination of elected officials and municipal leadership across the Yampa Valley jurisdictions. This chapter outlines the essential next steps to establishing the Yampa Valley RTA.

Ratify this project's final report into some legal authority through adoption and/or approval.
Although this is not a necessary step legally-speaking, having an official endorsement of the project by at least Routt County, the City of Steamboat Springs, and the City of Craig can formally communicate the level of effort that has already gone into deeming the RTA feasible and the level of cross-jurisdictional support it has.

Define the final boundaries of the proposed RTA.
To this point, the formal project partners have included Routt County, the City of Steamboat Springs, and the City of Craig. However, the project has also engaged with staff, elected officials, and members of the public from the Town of Hayden, the Town of Oak Creek, the Town of Yampa, and Moffat County. Determining which jurisdictions are proposed to be part of the RTA will clarify which voters will be voting on the authority's formation, where the authority can collect revenue, and which geographical areas will be the focus of the authority's operations (although it can operate outside of its boundaries as long as it does not tax outside of its voter-approved boundaries).

Establish a working group with all jurisdictions as members.
This project has had an active Advisory Committee made up of a variety of elected officials and staff members from the different jurisdictions. A similar working group should be established, made up of elected officials from all member jurisdictions (from the final proposed boundaries), for the purpose of guiding the decision-making process on taxation rates, ballot year, ballot language, voter outreach, and the drafting of the intergovernmental agreement (IGA).

Decide on ballot year.
This final report is dated February of 2024. As peer RTAs have expressed, robust public outreach and organizational planning is required for success at the ballot and beyond. The RTA working group will need to determine whether the November 2024 or November 2025 ballot dates are more feasible and appropriate.

Create an intergovernmental agreement defining the proposed RTA.
The governing document for the RTA will be an intergovernmental agreement (IGA), describing the roles, responsibilities, funding mechanisms, and other key aspects of the governmental collaboration to ensure the government entities work together effectively to address transportation challenges and goals.

Determine the initial service plan and financing strategy.
The intended RTA members may heavily rely on the technical details of this study to determine what the initial service plan may be, how much this will cost, and which financing strategy or strategies to employ. It is important to have this initial service plan as both a way to guide the RTA's activities, but also to keep accountable to the promises made to the public.

Draft and iteratively revise a ballot question.
Supported by a robust voter outreach effort, the RTA working group should draft a ballot question that is comprehensive, easy to understand, and publicly supported. The working group can utilize previous RTA ballot questions **(Appendix A)** as successful examples but should tailor the question to ensure that the Yampa Valley voters support it.

Conduct voter outreach, including statistically valid polling.
Beyond the need to verify the public's support for the ballot language, the key purposes of voter outreach and polling include educating the public of what an RTA can do for the Yampa Valley, informing them of the RTA's intended service plan, and gathering support for a funding mechanism that feels appropriate but can accomplish the desired RTA goals. This process should be done through a professional polling agency.

Appendix A: Peer RTA IGAs

GUNNISON VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

by and among

CITY OF GUNNISON, COLORADO

TOWN OF CRESTED BUTTE, COLORADO

TOWN OF MT. CRESTED BUTTE, COLORADO

and

GUNNISON COUNTY, COLORADO

Dated as of _____ 2002

providing for the creation of

the "Gunnison Valley Transportation Authority" as a Rural Transportation Authority pursuant to the Colorado Rural Transportation Authority Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

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GUNNISON VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

THIS GUNNISON VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of _____ 2002 by and among **CITY OF GUNNISON, COLORADO; TOWN OF MT. CRESTED BUTTE, COLORADO; TOWN OF CRESTED BUTTE, COLORADO;** and **GUNNISON COUNTY, COLORADO;** (the "Initial Signatories").

RECITALS

WHEREAS, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended (the "Act"), Colorado counties and municipalities are authorized to establish, by contract, rural transportation authorities, which, upon the satisfaction of the conditions set forth in Section 2.01 hereof, are authorized to finance, construct, operate and maintain rural transportation systems; and

WHEREAS, the Initial Signatories are a Colorado County and Colorado municipalities located in or near the Gunnison River Valley in west-central Colorado that desire to form a rural transportation authority pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating and maintaining rural transportation systems consisting of the Authorized Transportation Projects described herein; and

WHEREAS, in 1998, the Signatories adopted the Upper Gunnison River Valley Transportation Plan which established the goal of establishing a Rural Transportation Authority to finance the future transit needs of the Upper Gunnison River Valley; and

WHEREAS, 20-year regional population projections indicate that improved and expanded regional transit services will be even more necessary in the future to reduce automobile congestion, maintain the quality of life, the economic vitality of the local economy and preserve the environment; and

WHEREAS, year round competitive air service is essential to the economic health of the local economy; and

WHEREAS, specialized transportation services promote independent living for the frail, elderly and the disabled by providing essential links to a variety of medical, social and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, current funding mechanisms are inadequate to maintain and improve regional transit services; and

WHEREAS, the Initial Signatories began working together on the goal of forming a regional transportation authority in the fall of 1998, when the Upper Gunnison River Valley Transportation Plan was adopted; and

WHEREAS, the Signatories have decided that it is in the public interest to now place the establishment of the Rural Transportation Authority ("the Authority") before the voters in the proposed boundaries of the Authority.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in section 602 of the Act: "Bond," "Combination", "Construct," "Construction," "County," "Grant", "Municipality," "Operations and Maintenance Expenses, "Person," "Revenues", "Rural Transportation Activity Enterprise," "Rural Transportation System" and "State."

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals hereto.

"*Advisory Committee*" means two or more persons appointed by the Board pursuant to Article IV hereof for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.

"*Agreement*" means this Gunnison Valley Transportation Authority Intergovernmental Agreement, as amended from time to time in accordance with the terms hereof.

"*Alternate Director*" means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

"*Authority*" means the Gunnison Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a rural transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

"*Authority Sales Tax*" means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with section 6.05(1)(j) of the Act.

"*Authorized Transportation Projects*" means the Rural Transportation Systems described in Section 2.02 hereof, as such term may be amended from time-to-time in accordance with Article XII hereof.

"*Ballot Question*" is defined in Section 2.04 hereof.

"*Board*" means the Board of Directors of the Authority.

"*Boundaries*" means the boundaries of the Authority determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Article XII hereof.

"*Citizen Advisory Committee*" means the special Advisory Committee described as such in Article IV hereof.

"*Director*" means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member's Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term "Director" shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

"*Division of Local Government*" means the Division of Local Government in the State Department of Local Affairs.

"*Governing Body*" means, when used with respect to a Member, the city council, board of trustees, board of commissioners or other legislative body, as appropriate, of such Member.

"*Initial Authority Sales Tax*" means the Authority Sales Tax described in Section 7.01(a) hereof.

"*Initial Boundaries*" means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

"*Initial Members*" means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 hereof.

"*Initial Signatories*" means the Municipalities and the County that are signatories to this Agreement in its original form.

"*Member*" means (a) the Initial Members and (b) the State or any Municipality or County that becomes a member of the Authority pursuant to Section 8.03 hereof.

"*Officer*" means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

"*Regional Transit Services*" means the transit services described in Appendix D hereto, as such Appendix may be amended from time-to-time in accordance with Article XII hereof.

ARTICLE II

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01. Establishment. The Gunnison Valley Transportation Authority shall be established as a separate political subdivision and body corporate of the State pursuant to the Act:

(a) each Initial Member (i) has held at least two public hearings on the subject of this Agreement in accordance with section 603(3) of the Act and (ii) has executed this Agreement (which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by section 603(3) of the Act and that the Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement);

(b) this Agreement has been approved by a majority of the registered electors residing within the Initial Boundaries of the Authority, at the November 5, 2002 election; and

(c) <u>No more than two Initial Members withdraw pursuant to Section 8.02 hereof; and</u>

(d) the Director of the Division of Local Government has issued a certificate pursuant to section 603(1) of the Act stating that the Authority has been duly organized according to the laws of the State.

Section 2.02. Purpose. The purpose of the Authority is to finance, construct, operate and maintain an efficient, sustainable and regional multi-modal transportation system at any location or locations within or without the Boundaries of the Authority, subject to compliance with the Act.

Section 2.03. Boundaries. The Initial Boundaries of the Authority shall be determined in accordance with Appendix A hereto. Any territory included in the Boundaries of the Authority because the territory is included in the boundaries of a Municipality shall automatically be amended to include any territory annexed to the Municipality.

Section 2.04. Voter Approval.

The Initial Signatories agree to submit a ballot question seeking voter approval of the establishment of the Authority, the baseline funding of the Authority in accordance with Article VII hereof and the "de-Brucing" of certain Authority revenues at an election to be held on November 5, 2002 that shall be conducted in accordance with the Act and other applicable law. A draft of the ballot question to be submitted at the election is attached hereto as Appendix B. The ballot question shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories attached hereto is Appendix C which provides a Precinct Map representing the boundaries of the proposed district:

(i) the corporate limits of the "City of Gunnison";

(ii) the corporate limits of the "Town of Crested Butte";

(iii) the corporate limits of the "Town of Mt. Crested Butte";

(iv) the "Unincorporated Gunnison County" within election precincts 5,7,6,10,12,13, and 8.

The Governing Body of each of the Initial Signatories named in the ballot question shall take all actions necessary to submit such question to the appropriate electors at the November 5, 2002 election. The designated election official shall be the Gunnison County Clerk and Recorder. Each Initial Signatory shall pay its pro-rata share of the costs of conducting the November 5, 2002 election. For purposes of allocating such costs, costs allocable to electors who reside in a Municipality shall be allocated to the Municipality in which they reside and costs allocable to electors who reside in unincorporated areas shall be allocated to the County.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.

Section 3.02. Directors. The Board shall be composed of two Directors appointed by each Member.

Section 3.03. Alternate Directors. In addition to the Director appointed by it, each Member shall appoint one Alternate for each Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting.

Section 3.04. Appointment of Directors and Alternate Directors. As required by section 603(2)(b)(I) of the Act, each Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the Governing Body of such Member.

Section 3.05. Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06. Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07. Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.04 hereof.

Section 3.08. Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 3.09. Resolutions and Voting. All actions of the Board shall be by resolution, which may be written or oral. Except as otherwise provided in Section 3.10 hereof, resolutions of the Board shall be adopted upon the affirmative vote at a meeting open to the public of at least a majority of the Directors then in office who are eligible to vote thereon voting (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be five of the eight initial Directors). The Authority shall provide at least 48 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with sections 18-8-308 and 24-18-101 et seq., Colorado Revised Statutes, as amended.

Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.09 hereof, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.09 hereof by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon that, in the aggregate, do not exceed the sum of "inflation" and the Authority's "local growth" as determined in accordance with Article X, Section 20(2)(f) and (g) of the Colorado Constitution. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.12 hereof.

Section 3.11. Powers of the Board. The Board shall, subject to the limitations set forth herein, have all powers that may be exercised by the board of directors of a rural transportation authority pursuant to the Act, including, but not limited to, the powers conferred by section 604(3) of the Act.

Section 3.12. Bylaws and Rules. The Board, acting by resolution adopted as provided in Section 3.09 hereof, shall adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.09 hereof.

ARTICLE IV

ADVISORY COMMITTEES

Section 4.01. The Board shall appoint and maintain a Citizen Advisory Committee to advise the Board with respect to policy and service matters. The Board may also appoint other Advisory Committees to advise the Board. The members of the Citizen Advisory Committee shall not be Directors, Alternate Directors or Officers of the Authority. The members of Advisory Committees other than the Citizen Advisory Committee may include Directors, Alternate Directors and Officers of the Authority. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE V

OFFICERS

Section 5.01. Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article.

Section 5.02. Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

Section 5.03. Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

Section 5.04. Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or

affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.05. Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of rural transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.06. Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

Section 5.07. Resignation and Removal. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

Section 5.08. Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the authority, powers and duties of any Officer.

Section 5.09. Vacancies. Vacancies in the office of any Officer shall be filled in the same manner in which such office was originally filled.

Section 5.10. Compensation. The Authority may compensate Officers who are not Directors or Alternate Directors for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

ARTICLE VI

POWERS OF THE AUTHORITY

Section 6.01. General Grant of Powers. The Authority shall have all the powers granted to it by the Act.

Section 6.02. Specific Responsibilities. In addition to the general powers described in Section 6.01 hereof, the Authority shall have the responsibilities described in this Section and shall have all powers necessary or convenient to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 hereof.

(a) ***Regional Transit Services***. The Authority shall use reasonable efforts to provide the Regional Transit Services described in Appendix C hereto

(b) **Contract Air Services.** The Authority may enter into contracts with commercial air carriers for the provision of air services in the manner and subject to the terms of such contracts.

(c) ***Contract Transit Services***. The Authority may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.

(d) ***Regional Transportation Planning***. The Authority shall provide regional transportation planning services needed to plan and direct the Authorized Transportation Projects, pursue federal funding and coordinate overall transportation policy within the area in which it provides Regional Transit Services. Regional transportation planning shall, as determined by the Board, include short range service planning as well as long range planning, corridor investment studies and related environmental impact analysis.

(e) ***Funding for Construction and Maintenance of Regional Trails***. The Authority shall provide funding for the construction of regional public trails in cooperation with Members, or other Persons.

(f) ***Local Service***. The Authority may fund Authorized Transportation Projects that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement pursuant to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

Section 6.03. Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 hereof, the powers of the Authority shall be limited as follows:

(a) the Authority may only finance, construct, operate and maintain Authorized Transportation Projects;

(b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article IV hereof;

(c) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to section 20(4)(b) of article X of the State Constitution shall take effect unless first submitted to a vote in accordance with section 612 of the Act, except for Rural Transportation Enterprises where voter approval is not required;

(d) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County or Municipality where the proposed tax or fee would be imposed in accordance with section 613 of the Act; and

(e) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with section 614 of the Act.

ARTICLE VII

FUNDING THE AUTHORITY

Section 7.01. Baseline Funding. The baseline funding of the Authority shall be provided from the following sources:

(a) ***Initial Authority Sales Tax***. The Initial Authority Sales Tax shall, upon satisfaction of the conditions stated below, be imposed at the following rates in the following areas within the Boundaries of the Authority:

(i) 0.35% in the City of Gunnison if the City of Gunnison electors approve the City of Gunnison Question;

(ii) 0.6% in the Town of Crested Butte if Town of Crested Butte electors approve the Town of Crested Butte Question; and

(iii) 0.6% in the Town Mt. Crested Butte if Town of Mt. Crested Butte electors approve the Town of Mt. Crested Butte Question.

(iv) 0.6% in the Unincorporated Gunnison County if the electors of the unincorporated Gunnison County approve the Unincorporated Gunnison County question.

(b) ***Estimated Funding from Different Areas***. An estimate of the funding from different areas within the Initial Boundaries of the Authority, based on 2001 sales tax data, is set forth in Appendix H hereto.

Section 7.02. Additional Authority Sales Taxes. The Authority may levy Authority Sales Taxes in addition to the Initial Authority Sales Tax upon compliance with the provisions of

the Act, including the approval by the electors residing throughout the area in which such taxes are to be levied as required by Section 6.03(d) hereof and section 612 of the Act. Any such additional Authority Sales Taxes may, as permitted by the Act, be levied in all or any designated portion of the Members and at the same or different rates in different designated portions of the Members.

At the request of a Member and upon compliance with the provisions of the Act, including approval by the electors residing within the area in which such taxes are to be levied as required by Section 6.03(d) hereof and section 612 of the Act, and approval of the Board, the Authority shall levy an additional Authority Sales Tax at the rate (up to the limits of the Act) and in all or any designated portion of the Member specified by such Member for the purpose of funding Authorized Transportation Projects specified by such Member that serve the residents and businesses of such Member or the residents and

Section 7.03. Discretionary Member Contributions. A Member may, at its sole discretion, offer to make cash contributions to the Authority, provide in-kind services to the Authority or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). If a Member offers to make a Discretionary Member Contribution, the Authority will, subject to Board approval on a case-by-case basis, make a good faith effort to provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the Discretionary Member Contribution.

Section 7.04. Mitigation of Development Impacts. The Members acknowledge that development occurring within their jurisdictions will, in most cases, have an impact upon local and regional traffic congestion and that, moreover, transit service is one means for mitigating such impacts. Accordingly, Members shall evaluate and may choose to mitigate the traffic impacts of new development within their jurisdictions and/or specifically mitigate impacts upon regional transit services. Such mitigation for regional transit service shall be determined using a consistent methodology established by the Authority based on the rational nexus between development impacts and transportation services. Members shall have sole discretion regarding how such mitigation is implemented through such means as ordinance-based transit impact fees, conditions of approval imposed upon individual development projects, or other mechanisms. Funds derived from such mitigation may be remitted to the Authority to offset capital costs and outlays associated with providing regional transit services to the Member.

Section 7.05. Pursuit of Grants. The Authority shall actively pursue federal, State and other grants to support its activities, including grants for offsetting operating and capital costs, long range planning and environmental review, and major capital improvements. The Authority shall also cooperate and assist Members in their pursuit of federal and State grants for transportation projects.

Section 7.06. Capital Projects and Bonds. The Authority may fund capital projects by the issuance of Authority Bonds if voter approval is obtained for the issuance of such Bonds as required by Section 6.03(d) hereof except for Rural Transportation Enterprises where voter approval is not required and section 612 of the Act; through lease-purchase agreements or other

arrangements permitted by, and subject to compliance with the applicable provisions of, State and federal law; or through one or more agreements with one or more Members.

Section 7.07. No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article shall limit the Authority's powers under the Act.

ARTICLE VIII

MEMBERS

Section 8.01. Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved at the November 5, 2002 election.

Section 8.02. Withdrawal of Initial Members.

(a) An Initial Member may withdraw from the Authority only if:

(i) The Ballot Question is not approved at the November 5, 2002 election by a majority of electors voting thereon and residing within its jurisdictional boundaries; or

If the Ballot Question fails within the jurisdictional boundaries of one or more of the Initial Signatories, the Governing Body of an Initial Member where the Ballot Question has passed may on or before November 29, 2002 deliver written notice to all the other Initial Members, stating that such Initial Member has withdrawn from the Authority.

ii) If an Initial Member withdraws from the Authority pursuant to subsections (a) or (b) of this section, the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority and Appendices A,C and E shall be amended accordingly.

(b) The Initial Authority Sales Tax that otherwise would have been levied within the boundaries of such Initial Member shall not be levied and the obligations of such Initial Member set forth in this Agreement shall terminate

(c) Members may only withdraw from the Authority in the manner, and subject to the conditions, set forth in this Section. In particular, but not by way of limitation, none of the Initial Signatories may withdraw from the Authority if the Ballot Question is approved by a majority of the registered electors voting in each of the four jurisdictions.

Section 8.03. Additional Members. The State, acting through the State Transportation Commission, or any County or Municipality or portion thereof which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon (a) the adoption of a resolution of the Board in accordance with Section 3.09 hereof, the effectiveness of which may be conditioned upon compliance by such new Member with any

conditions which the Board, in its sole discretion, sees fit to impose; (b) such new Member's (i) compliance with all conditions to its admission as a Member imposed by the Board, (ii) compliance with all conditions to its entering into this Agreement or admission as a Member imposed under the Act and the Intergovernmental Relations Statute and (iii) adoption and execution of this Agreement in accordance with applicable law; (c) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and (d) compliance with any other conditions to the admission of such new Member as a Member or its execution of this Agreement imposed under the Act, the Intergovernmental Relations Statute or other applicable law.

ARTICLE IX

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 9.01. Effective Date. The term of this Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 hereof have been satisfied.

Section 9.02. Termination. The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding. This Agreement shall terminate on January 1, 2011, unless otherwise reauthorized by the registered voters residing within the district.

Section 9.03. Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 9.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of (a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article VII and VIII hereof minus the amount of cash and the value of property previously distributed to them by the Authority and (b) the amount of Authority taxes or other charges (other than fares) paid by their residents to the Authority pursuant to the Authority's exercise of the powers granted to it pursuant to the Act, with taxes or other charges paid by residents of areas of Counties which are also located within a Municipality allocated 100% to the Municipality for such purposes.

ARTICLE X

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

Section 10.01. The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each

Director, Officer, member of a Committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendments Generally. Except as otherwise specifically provided in Sections 11.02 hereof, this Agreement may be amended only by resolution of the Board.

Section 11.02. Amendments to Boundaries. Notwithstanding Section 12.01 hereof, Appendix A hereto and the definition of "Boundaries" may be amended by (a) a resolution of the Board and (b) the approval of the Governing Body of each Member, any portion of whose territory is either added to or removed from the Boundaries of the Authority pursuant to 43-4-605(2). For purposes of this Section, territory of a Member that is a Municipality shall include territory within such Municipality's boundaries or within such Municipality's comprehensive planning area of influence as established as of the date first set forth above, but shall not include any territory which has previously been included within the incorporated boundaries of another Municipality.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Adoption and Execution of Agreement in Accordance with Law. Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 12.02. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any Person other than the Initial Signatories and the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Initial Signatories and the Members.

Section 12.03. No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or Bylaw issued by the Board shall be deemed to by the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 12.04. Notices. Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions or other communications by the Authority, any Member, any Director, any Alternate Director, any Officer or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other

persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

Section 12.05. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 12.06. Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 12.07. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the Members to exercise all powers that may be exercised by a rural transportation authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute; (b) to permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and (c) to permit the Board to exercise all powers that may be exercised by the board of directors of a rural transportation authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 12.08. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 12.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

SIGNATURE PAGE
to
GUNNISON VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of August 20, 2002

ATTEST:

_____
Clerk

CITY OF GUNNISON, COLORADO

By _____

Name _____

Title _____

ATTEST:

_____
Clerk

TOWN OF CRESTED, COLORADO

By _____

Name _____

Title _____

ATTEST:

_____
Clerk

TOWN OF MT. CRESTED BUTTE, COLORADO

By _____

Name _____

Title _____

ATTEST:

GUNNISON COUNTY, COLORADO

_____
Clerk

By _____

Name _____

Title _____

APPENDIX A

DETERMINATION OF BOUNDARIES OF THE AUTHORITY

The Initial Boundaries of the Authority shall be:

(i) the corporate limits of the "City of Gunnison";

(ii) the corporate limits of the "Town of Crested Butte";

(iii) the corporate limits of the "Town of Mt. Crested Butte";

(iv) the "Unincorporated Gunnison County" within election precincts 5,7,6,10,12,13, and 8.

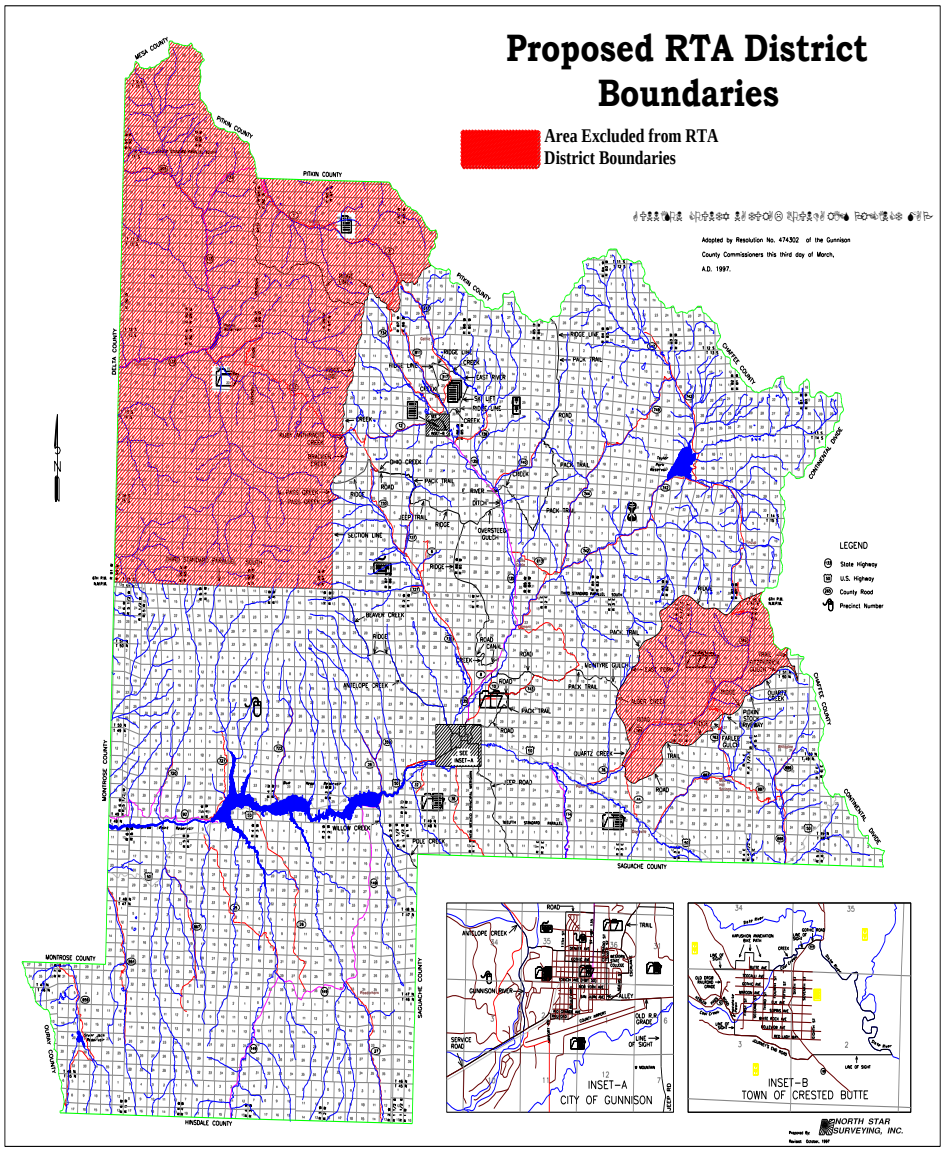
APPENDIX B

GUNNISON VALLEY TRANSPORATION AUTHORITY (RTA) BALLOT QUESTION

SHALL GUNNISON VALLEY TRANSPORTATION AUTHORITY ("RTA") TAXES BE INCREASED $806,754 IN 2003 AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF A 0.6% (SIX CENTS ON EACH $10.00 PURCHASE) EXCEPT IN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF GUNNISON WHERE THE RATE WILL BE 0.35% (THREE AND ONE HALF CENTS ON EACH $10.00 PURCHASED) UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE FOOD FOR HOME CONSUMPTION) PROVIDED THAT SUCH TAX SHALL COMMENCE ON JANUARY 1, 2003 AND NOT BE COLLECTED ON AND AFTER JANUARY 1, 2010 UNLESS EXTENDED BY THE RTA VOTERS AND PROVIDED THAT SUCH TAX SHALL NOT BE COLLECTED WITHIN THE BOUNDARIES OF ANY JURISDICTION WHICH WITHDRAWS FROM THE RTA PURSUANT TO THE GUNNISON VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (“IGA”) DATED AS OF AUGUST 20, 2002, AMONG GUNNISON COUNTY, THE TOWN OF CRESTED BUTTE, THE TOWN OF MT. CRESTED BUTTE, AND THE CITY OF GUNNISON; SHALL THE RTA BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES INCLUDING EXPANDED AIR SERVICE IN ACCORDANCE WITH THE IGA; SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION, AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

FOR_____ AGAINST_____

APPENDIX C


Proposed RTA District Boundaries
Area Excluded from RTA District Boundaries
Adopted by Resolution No. 474302 of the Gunnison County Commissioners this third day of March, A.D. 1997.
LEGEND
State Highway
U.S. Highway
County Road
Precinct Number
INSET-A
CITY OF GUNNISON
INSET-B
TOWN OF CRESTED BUTTE
NORTH STAR SURVEYING, INC.
MESA COUNTY
PITKIN COUNTY
DELTA COUNTY
MONTROSE COUNTY
OURAY COUNTY
HINSDALE COUNTY
SAGUACHE COUNTY
CHAFFEE COUNTY
CONTINENTAL DIVIDE

APPENDIX D

REGIONAL TRANSIT SERVICE GOALS

The Authority shall use reasonable efforts to provide the following Regional Transit Services:

1. Expand the current level of service between the City of Gunnison and the Towns of Mt. Crested Butte and Crested Butte to meet the demands of the work force which commutes to work.

2. Provide convenient quality transportation services for tourist and local residents to encourage the use of mass transit rather than personal vehicles to travel between and within the City of Gunnison and the Towns of Crested Butte and Mt. Crested Butte.

3. Research the feasibility of providing public transportation between the City of Gunnison, Crested Butte and Mt. Crested Butte to the trailheads located between Mt. Crested Butte and the town site of Schofield.

4. Provide expanded year round air service for residents and visitors of Gunnison County to enhance the local economy and support the tourist industry through contracts for service with various air carriers.

5. Review the needs for specialized transportation services within the boundaries of the Rural Transportation Authority.

6. Implementation of the new service plan will begin with an amended Upper Gunnison Transportation Plan that will be adopted during 2003. Service improvements will be achieved on a phased basis, as needed and necessary new equipment and staff can be deployed. It is estimated that this process should take 12 to 18 months from date the Authority is formed.

APPENDIX E

ESTIMATED FUNDING FROM DIFFERENT AREAS

GUNNISON COUNTY, COLORADO

TRANSPORTATION SURTAX
ESTIMATED
REVENUES

Jurisdiction	Estimated Sales	Tax Increase	Estimated Revenue	Economic Decline *
Mt. Crested Butte	23,977,075.00	0.60%	143,862	
Crested Butte	45,734,726.00	0.60%	274,408	
City of Gunnison	96,419,128.00	0.35%	337,466	
Gunnison County	25,461,443.00	0.60%	152,768	
			908,506	806,753

445268
Page 1 of 28
SAN MIGUEL COUNTY, CO
M. KATHLEEN ERIE, CLERK-RECORDER
12-05-2016 08:22 AM Recording Fee $0.00

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT

By and among

TOWN OF TELLURIDE, COLORADO

TOWN OF MOUNTAIN VILLAGE, COLORADO

And

SAN MIGUEL COUNTY, COLORADO

Dated as of November 9th 2016

Providing for the establishment of the "San Miguel Authority for Regional Transportation" as a Colorado Regional Transportation Authority pursuant to the Colorado Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

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SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT

THIS SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of November 9th 2016 by and among TOWN OF TELLURIDE, COLORADO; TOWN OF MOUNTAIN VILLAGE, COLORADO; and THE UNICORPORATED AREA ENCOMPASSED WITHIN THE BOUNDARIES OF THE TELLURIDE R-1 SCHOOL DISTRICT of SAN MIGUEL COUNTY, COLORADO; (the "initial Signatories").

RECITALS

WHEREAS, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended (the "Act"), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth in herein, are authorized to finance, construct, operate and maintain regional transportation systems;

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

WHEREAS, the Initial Signatories are a Colorado County and certain Colorado municipalities located within the boundaries of San Miguel County constituting the unincorporated area within the Telluride R-1 School District in southwest Colorado that desire to form a regional transportation authority pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating and maintaining regional transportation systems consisting of Authorized Transportation Projects described in Section 6.02 herein;

WHEREAS, public transportation is a critical part of the solution to the nation's economic, energy, and environmental challenges. Regional transportation services enhance and support San Miguel County socially and economically, providing affordable or free transit to the region's visitors and employee base, and conversely benefit local employers with a reliable workforce;

WHEREAS, every segment of American society including individuals, families, communities and businesses, benefits from public transit, helping to bring a better quality of life to communities;

WHEREAS, in the spirit of regional cooperation the signatories of this Agreement wish to join and coordinate efforts in managing and improving public transit, increasing efficiencies in the short and long term, enhancing reliability and safety, and changing to meet future demand;

WHEREAS, stated goals of all jurisdictions in the region are to improve air quality, reduce greenhouse gas emissions, reduce traffic and congestion, and enhance safety on the limited highway access in the region and in these communities; and

WHEREAS, transit services promote independent living for the elderly and the disabled by providing essential links to medical, social and other services, and the region recognizes the need to improve mobility options for all segments of the population.

AGREEMENT

NOW, THERFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meaning assigned to them in section 602 of the Act: "Bond", "Combination", "Construct", "Construction", "County", "Grant", "Municipality", "Operations and Maintenance Expenses", "Person", "Revenues", "Regional Transportation Activity Enterprise", "Regional Transportation System", "State".

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"Act" is title 43, article 4, part 6, Colorado Revised Statutes, as amended

"Administrative Advisory Committee" means a committee appointed by and serving at the direction and pleasure of the Board of Directors pursuant to Section 4.02 herein.

"Advisory Committee" means two or more persons appointed by the San Miguel Authority for Regional Transportation (Authority) pursuant to Article IV herein for the purposes of providing advice to the Board.

"Agreement" means the San Miguel Authority for Regional Transportation Intergovernmental Agreement, as amended from time to time in accordance with the terms herein.

"Alternate Director" means any person appointed as Alternate Director pursuant to Section 3.03 herein.

"Authority" means the San Miguel Authority for Regional Transportation, a political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

"Authority Sales Tax" means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(I).

"Authorized Transportation Projects" refers to Specific Responsibilities outlined in Section 6.02 as such projects may be amended from time to time in accordance with Article XI herein, as well as the Regional Transportation Systems as described in §43-4-602(16), C.R.S.

"Ballot Question/Issue" is defined in Section 2.04(a) herein, and in §1-1-104(2.3)(2.4), C.R.S.

"Board" means the Board of Directors of the Authority.

"Boundaries" means the boundaries of the Authority determined in accordance with Appendix A herein, as such Appendix and term may be amended from time to time in accordance with Article XI herein.

"Director" means any person appointed as such pursuant to Section 3.02 herein. Whenever the person appointed as a Member's Director is absent from a Board meeting, the term "Director" shall mean the "Alternate Director", if any, appointed by such Member pursuant to Section 3.03 herein.

"Division of Local Government" means the Division of Local Government in the State Department of Local Affairs.

"Governing Body" means, when used with respect to a Member, the town council, the board of trustees, board of commissioners or other legislative body, as appropriate, of such Member.

"Initial Boundaries" means the Boundaries of the Authority on the date the Authority is established pursuant to Article II herein, as such Initial Boundaries are determined in Accordance with Appendix A herein.

"Initial Members" means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 herein.

"Initial Signatories" means the Municipalities and Counties that are signatories to this Agreement in its original form.

"Intergovernmental Relations Statute" refers to the statute that authorizes local governments to enter into agreements (§29-1-203,C.R.S).

"Member" means (a) the Initial Members and (b) any Municipality or County that becomes a Member of the Authority pursuant to Section 8.03 herein.

"Officers" means the Chair, Vice Chair, Secretary, or Treasurer of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority or the Board.

"Regional Transit Services" means the transit services described in Appendix D herein, as may be amended from time to time in accordance with Article XI herein, and included within the "Regional Transportation System" as defined at §43-4-602(16), C.R.S.

"Transit" means conveyance of residents, visitors, or workers via publicly or privately operated motorized vehicle transport systems including but not limited to bus, van, or aerial tramway (gondola).

"Transportation" means any property, improvement or system related to the conveyance people or goods including but not limited to bridges, roadways, trails, motorized or non-motorized vehicles, aerial tramway (gondola), or train.

ARTICLE II

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01. Establishment. The San Miguel Regional Authority for Transportation (SMART) shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) Each Initial Member (i) has held at least two public hearings on the SMART Agreement in accordance with §603(3), (ii) has submitted this Agreement for review and comment in accordance with §43-4-603(1.5), C.R.S. to the Colorado Department of Transportation, those counties and municipalities that border the Authority's boundaries; and (iii) has executed this Agreement (which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by §603(3) and that Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement);

(b) This Agreement has been approved by a majority of the registered electors residing within the Initial Boundaries of the Authority at the time of the election who voted in the general election or special election called for such purpose in accordance with § 603(4); and

(c) The Director of the Division of Local Governments has issued a certificate pursuant to § 603(1 stating that the Authority has been duly organized according to the laws of the State and such certificate has been recorded in the legal real estate records of San Miguel County pursuant to §603(1).

Section 2.02. Purpose. The purpose of the Authority is to coordinate, plan, finance, construct, operate and maintain a regional multi-modal transportation system within or outside the Boundaries of the Authority.

Section 2.03. Boundaries. The Initial Boundaries of the Authority shall be determined in accordance with Appendix A herein. Any territory included in the Boundaries of the Authority because the territory is included in the boundaries of a Municipality shall automatically be amended to include any territory annexed to the Municipality.

Section 2.04. Voter Approval.

(a) The Initial Signatories agree to submit ballot questions and/or ballot issues seeking voter approval of the establishment of the Authority herein at elections to be conducted on the 8th day of November, 2016 in accordance with the Act and other applicable law (the "Election"). Three separate ballot questions, which are hereafter referred to by the names indicated below and drafts of which are attached herein as Appendixes C-1 through C-4, shall be submitted to the registered electors of the following described areas within the boundaries of the Initial Signatories:

(i) the "San Miguel County Establishment Question", a draft of which is attached herein as Appendix C-1, shall be submitted to San Miguel County

registered electors residing within the unincorporated area within the proposed Authority Boundary;

(ii) the "Town of Telluride Establishment Question", a draft of which is attached herein as Appendix C-2, shall be submitted to the registered electors of the Town of Telluride;

(iii) the "Town of Mountain Village Establishment Question", a draft of which is attached herein as Appendix C-3, shall be submitted to the registered electors that are residents of the Town of Mountain Village;

(iv) the "Town of Mountain Village Funding Question", a draft of which is attached hereto as Appendix C-4, shall be submitted to the registered electors of the Town of Mountain Village.

(b) With the intent to put forth these measures as a coordinated election under the Clerk of San Miguel County, the Governing Body of each of the Initial Signatories named in the title of each ballot question shall take all actions necessary to submit such questions to the appropriate registered electors at the Election but may modify the ballot questions submitted by it in any manner that is consistent with the terms of this Agreement and the ballot questions/issues attached herein in Appendices C-1 through C-4. Any Governing Body's modification(s) to a ballot question that are inconsistent with the terms of this Agreement and the attached appendices shall require the written consent of each of the other Initial Signatories prior to its submittal to that body's registered electors. The designated election official for a coordinated election shall be the San Miguel County Clerk and Recorder.

(c) Each Initial Signatory shall pay the costs of conducting the election within its boundaries. For the purposes of allocating such costs, costs allocable to electors who reside in, or are properly registered to vote in a municipality shall be allocated to the municipality in which they reside or are registered to vote, and costs allocable to electors who reside in unincorporated areas shall be allocated to the county in which they reside.

Section 2.05. Initial Members. The Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the ballot questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to the Agreement:

(a) Unincorporated San Miguel County within the boundaries of the Telluride R-1 School District will be an Initial Member if a majority of the San Miguel County registered electors voting thereon approve the San Miguel County Establishment Question;

(b) Town of Telluride will be an Initial Member if a majority of the Town of Telluride registered electors voting thereon approve the Town of Telluride Establishment Question;

(c) Town of Mountain Village will be an Initial Member if a majority of the Town of Mountain Village registered electors that are legal residents of the Town of Mountain Village voting thereon approve the Town of Mountain Village Establishment Question, and if a majority of the Town of Mountain Village registered electors approve the Town of Mountain Village Funding Question;

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, subject to the provisions of this Agreement and §604(1)(a) of the Act.

Section 3.02. Directors. The Board shall be composed of two regular Directors appointed by each Member from the Town of Telluride, the Town of Mountain Village and San Miguel County.

Section 3.03. Alternate Directors. In addition to the Director(s) appointed by it, each Member shall appoint one Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting.

Section 3.04. Appointment of Directors and Alternate Directors. As required by §603(2)(b)(I) of the Act, each of the Director(s) and the Alternate Director appointed by a Member shall both be elected officials of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the elected officials of the Governing Body of such a member.

Section 3.05. Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06. Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07. Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the office was originally filled pursuant to Section 3.04 herein.

Section 3.08. Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 3.09. Resolution and Voting. All actions of the Board shall be by written resolution. Except as otherwise provided in Section 3.10 herein, resolutions of the Board shall be adopted upon the affirmative vote at an open and noticed public meeting of at least a simple majority of the Directors then in office who are eligible to vote on the measure. A minimum vote of two-thirds of the Directors then in office is required per §43-4-605(2)(II) C.R.S. in the case of adding territory and members to the Authority. The Authority shall provide at least 48 hours written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member. Notwithstanding any other provision herein, a Director shall disqualify himself or

herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §18-8-308 and 24-18-101 et seq., C.R.S., as amended.

Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.09 herein, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.09 herein by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon that, in the aggregate, do not exceed the sum of "inflation" and the Authority's "local growth" as determined in accordance with Article X, §20(2)(f) and (g) of the Colorado Constitution. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.12 herein.

Section 3.11. Powers of the Board. The Board shall, subject to the limitations set forth herein, have (a) all powers that may be exercised by the board of directors or a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by section 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 3.12. Bylaws and Rules. The Board, acting by resolution adopted as provided in Section 3.09 herein, shall adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issue on which a simple or super majority cannot be obtained in accordance with Section 3.09 herein.

Section 3.13. Additional Directors. Notwithstanding any other provision herein, in order to comply with the provisions of §603(2)(b)(I) requiring a minimum of five Directors, if at any time there are fewer than five appointed Directors, then the underrepresented Member shall appoint an additional Director from the elected governing body of their jurisdiction within thirty days of the vacancy.

Section 3.14. Board Officers. The Board shall elect a Chair, a Vice Chair, a Secretary, and a Treasurer. The offices of Chair and Secretary may not be held by the same person.

(a) Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors or entities such as the Authority, and as the Board may otherwise prescribe.

(b) Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the absence of the Chair, shall have the authority, powers and duties of the Chair.

The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

(c) Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of the secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(d) Treasurer. Subject to rules and procedures established by the Board, the Treasurer shall be responsible or shall cause a designee of the Board to be responsible for custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursements of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds or regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

ARTICLE IV

ADMINISTRATIVE AND ADVISORY COMMITTEES

Section 4.01. Generally. The Board, in accordance with §43-4-604(3)(h), C.R.S., has the power to appoint advisory committees related to the operations and planning of regional transportation and define the duties thereof.

Section 4.02. Administrative Advisory Committee. The Board shall appoint members to an Administrative Advisory Committee serving at the direction and pleasure of the Board. The term durations, number of members and makeup of the Administrative Advisory Committee will be determined and approved by a resolution of the Directors. The purpose of Administrative Advisory Committee will include but not be limited to advising on the Authority annual budget, operations and long range planning for Board adoption. Directors, Alternate Directors or Officers of the Authority shall not be members of the Executive Advisory Committee. The Administrative Advisory Committee shall not be authorized to exercise any power of the Board.

Section 4.03. Other Advisory Committees. The Board may appoint and maintain other Advisory Committees to develop recommendations with respect to policy, planning and service matters. The members of Advisory Committees may be citizens, business and resort representatives, other regional government or public agencies that represent service area outside the boundaries of the Authority. Directors or Alternate Directors of the Authority may participate in these Advisory Committees. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE V

PERSONNEL

Section 5.01 Generally. Personnel will be at-will employees of the Authority including but not limited to an administrator and/or finance manager. Employees shall be recruited in an open process in accordance with equal opportunity employment requirements that prohibit discriminatory hiring practices based on age, race, gender, disability or religion or any other status protected by federal or state law.

Section 5.02. Administrator. The Administrator shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board. The administrator will hire and supervise staff for the Authority based on approved budget allocations for such positions.

Section 5.03. Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the powers and duties of any employee.

Section 5.04. Vacancies. Vacancies in the office of any employee shall be filled in the same manner in which such office was originally filled.

Section 5.05. Compensation. The Authority shall determine the compensation of employees for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and procedures as may be established by the Board.

ARTICLE VI

POWERS OF THE AUTHORITY

Section 6.01. General Grant of Power. The Authority shall, subject to limitations set forth herein, have (i) all powers granted by the Act to regional transportation authorities and (ii) all powers that my be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. Such powers shall include, but shall not be limited to:

(a) the specific powers described in §42-4-605,C.R.S.;

(b) the power to establish Regional Transportation Activity Enterprises in accordance with §42-4-606,C.R.S.;

(c) the power to establish local improvement districts in accordance with §42-4-608, C.R.S.;

(d) the power to issue bonds in accordance with §42-4-609, C.R.S.;

(e) the power to cooperate with any person or entity as provided in §42-4-610, C.R.S.;

(f) the power to invest or deposit funds as provided in §42-4-616, C.R.S.; and

(g) the power to petition for a judicial examination and determination of any power, act, proceeding or contract of the Authority as provided in §42-4-620, C.R.S.

Section 6.02. Specific Responsibilities. In addition to the general powers described in Section 6.01 herein, the Authority shall have the responsibilities described in this Section and shall have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 herein.

(a) Regional Transit Services. The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D, the Initial Service Plan, as may be amended from time to time per Article XI herein.

(b) Contract Transit Services. The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.

(c) Regional Transportation Planning. The Authority shall engage in annual regional transportation planning to direct the Authorized Transportation Projects, pursue local, federal or state funding and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

(d) Planning, Construction and Maintenance of Regional Trails and Pedestrian Infrastructure. The Authority shall provide planning and funding support for regional public trail maintenance, improvement and construction, in cooperation with Members, advisory groups and other agencies including but not limited to the USFS, BLM and CDOT. The emphasis will be on multi-modal trails that provide improved accessibility and connections between transit nodes, population centers and communities.

(e) Local Service. The Authority may operate Authorized Transportation Projects of a Member jurisdiction (as distinguished from regional services) except as otherwise specifically provided herein, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis otherwise used to determine costs of services throughout the Authority's service area.

f) Aerial Tramway (Gondola). The Authority may plan for transitioning operations, maintenance, capital improvements, and the funding required for such functions of the Telluride-Mountain Village Gondola system (the "Gondola") to the Authority by December 31, 2027.

1) Capital Expenses. The Authority may fund capital expenditures that have a useful life that extends beyond December 31, 2027. In such an event the Authority would fund the portion of the capital expense that is projected to extend beyond December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for capital expenditures for enhanced Gondola operations prior to December 31, 2027 above the legal minimum service standards as established under the legal requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999.

2) Operational Expenses. The Authority may aggregate funds from Members related to the operation for the Gondola prior to December 31, 2027, but the Authority may not expend such funds for operations prior to December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for enhanced Gondola operations above the legal minimum service standards as established under the legal requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999, nor shall this limitation preclude the Authority from expending local, state or federal grants for the operation of the Gondola.

Nothing in this Section 6.02(f)(2) shall be construed as obligating Authority tax revenue to fund operational expenses up to the legal minimum service standards of the Gondola prior to December 31, 2027.

Notwithstanding any of the foregoing, it is an objective of the Authority to assure the ongoing operation of the Gondola beyond December 31, 2027.

(g) Transportation Related Infrastructure. The Authority may assume the maintenance of existing facilities and may develop new park-and-ride facilities, transit stops, vehicle maintenance garages, trails, or other necessary infrastructure related to operations under the purview of the Authority.

(h) Roadway Maintenance & Improvements

(i) Rail Projects and Service

Section 6.03. Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 herein, the powers of the Authority shall be limited as follows:

(a) the Authority may only finance, construct, operate and maintain authorized transportation projects;

(b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article IV herein;

(c) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution shall take effect unless first submitted to a referendum vote in accordance with §42-4-612 of the Act;

(d) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County or Municipality where the proposed tax or fee would be imposed in accordance with §42-4-613 of the Act; and

(e) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with §42-4-614 of the Act.

Section 6.04. Existing Transit Services. The Authority shall not assume responsibility for the operation, funding or maintenance of any transit services provided by a member as set forth in Appendix D without the approval of that Member and of the Authority.

ARTICLE VII

FUNDING THE AUTHORITY

Section 7.01. Baseline Funding. The baseline funding of the Authority can be provided from the following sources pursuant to §43-4-605(1), 612, 613, and 614, C.R.S.:

(a) A sales or use tax or both up to 1% with voter approval.

(b) A property tax mill levy of up to 5 mills with voter approval.

(c) A visitor benefit tax up to 2% with voter approval.

(d) An annual motor vehicle registration fee of not more than ten dollars for each motorized vehicle registered with the San Miguel County Clerk and Recorder by persons residing within the boundaries of the Authority and stipulations as otherwise authorized by the Act. This fee can be imposed without further voter approval.

Section 7.02. Discretionary Member Contributions. A Member jurisdiction may make funding contributions, provide in-kind services or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). Discretionary member contributions will be subject to Board approval on a case-by-case basis. The Authority will make a good faith effort to grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the discretionary member contribution.

Section 7.03. Mitigation of Development Impacts. The Authority acknowledges that regional land use development has an impact upon local and regional traffic congestion and the availability of parking. They further agree that improved transit services and infrastructure are a means for mitigating such impacts. Accordingly, Member jurisdictions shall provide recommendations for the appropriate planning and zoning boards to address transit based mitigation of the projected traffic impacts of a new development within their jurisdiction. Members shall provide recommendations regarding the means by which that the mitigation is imposed. This can include ordinance-based transit impact fees, conditions for approval imposed upon individual development projects, or other means. Funds derived from such mitigation may be remitted to the Authority to offset capital or operational costs and outlays associated with providing regional transit services to the Member.

Section 7.04. Pursuit of Grants. The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital expenditures, long range planning and environmental review. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

Section 7.05. Capital Projects and Bonds. The Authority may fund capital projects by the issuance of Authority Bonds pursuant to §43-4-609 if voter approval is obtained for the issuance of such bonds as required §43-4-612(2); through lease purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of State

and Federal law; or through one or more agreements with one or more Members. Regional Transportation Enterprises pursuant to §43-4-606 do not require voter approval.

Section 7.06. No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article shall limit the Authority's powers under the Act.

ARTICLE VIII

MEMBERS

Section 8.01. Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved by its registered electors at the November 8TH 2016 election as described in Section 2.05 herein.

Section 8.02. Withdrawal of Initial Members.

(a) An Initial Member may withdraw from the Authority only if:

(i) Any Ballot Questions required for the establishment of the Authority under Section 2.04 herein are not approved at the initial Election by a majority of the electors voting thereon; or

(ii) If a Ballot Question regarding the establishment of the Authority fails within the jurisdictional boundaries of one or more of the Initial Signatories, the Governing Body of an Initial Member where a Ballot Question has passed may, subsequent to the initial Election adopt a resolution or ordinance, and deliver written notice to all the other Initial Members, stating that such Initial Member has withdrawn from the Authority.

(iii) Members may only withdraw from the Authority subject to the conditions set forth in this Section. In particular none of the Initial Signatories may withdraw from the Authority if all three ballot measures described in Section 2.04(a) herein are approved by a majority of the registered electors voting thereon.

(b) If an Initial Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority and Appendices A and B shall be amended.

(ii) the obligations of such Initial Member set forth in the Agreement shall terminate.

Section 8.03. Additional Members. Any County or Municipality or portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon:

(a) The adoption of a resolution of the Board in accordance with Section 3.09 herein, the effectiveness of which may be conditioned by agreement and compliance of such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;

(b) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and

(c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statue or any other applicable law.

Section 8.04 Future Elections. Non-resident property owners within the Town of Mountain Village who constitute registered electors within the Town of Mountain Village shall be eligible to vote on future ballot questions arising under §612(1) of the Act (a referendum election to establish or increase any tax authorized by the Act). However, non-resident property owners shall not be eligible to vote on future ballot questions arising under §612(2) of the Act (a referendum election to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution). In recognition of the restriction to be placed on the Town of Mountain Village's non-resident registered electors, which by the terms of this Agreement, shall not be entitled to vote on any question arising under §612(2) of the Act, it is the intent of the Members herein that, to the extent possible, future elections be limited to such issues that recognize and permit the enfranchisement of all registered electors within the boundaries of the Authority, including the non-resident property owners of the Town of Mountain Village.

ARTICLE IX

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 9.01. Effective Date. The term of the Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 herein have been satisfied.

Section 9.02. Termination. The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding.

Section 9.03. Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 9.02 herein, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

(a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article VII and VIII herein minus the amount of cash and the value of property previously distributed to them by the Authority and

(b) the unexpended amount of collected Authority approved and imposed taxes or other charges, other than fares paid by the taxpayers of a Member to the Authority. Taxes or other charges paid by residents of areas of Counties which are also located within a Municipality will be allocated 100% to the Municipality for such purposes.

ARTICLE X

DEFENSE OF DIRECTORS, OFFICER, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer or member of a committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article shall be limited to funds of the Authority available for such purposes, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of the Article.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendments Generally. This Agreement may be amended upon unanimous consent of all Members and only by resolution of the Board. Such consent shall first be manifested by a majority affirmative vote of the governing bodies of each Member.

Section 11.02. Amendments to Boundaries. The Initial Boundaries outlined in Appendix A "Determination of the Boundaries of the Authority" herein, may be amended in accordance with Section 11.01 herein and with the required approval of the registered voters of any municipal or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, territory of a Member that is a Municipality shall include territory within such Municipality's boundaries or within such Municipality's comprehensive planning area of influence as established as of the date to first set forth above, but shall not include any territory which has previously been included within the incorporated boundaries of another Municipality.

Section 11.03. Modification of Appendices C-1 through C-4. Notwithstanding any other provision herein, any ballot question attached herein as Appendix C-1 through C-4 may be modified by the Governing Body of the Initial Signatory responsible for submitting such ballot question to the electors as provided in Section 2.04 herein.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Adoption and Execution of Agreement in Accordance with Law. Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 12.02. Parties in Interest. There are no expressed or implied third party beneficiaries to this Agreement.

Section 12.03. No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be a covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 12.04. Notices. Except as otherwise provided in this Agreement, all notices, or other communications by the Authority, any Member, any Personnel or any member of an Advisory Committee, to any other such person pursuant to the Agreement shall be in writing;, shall be given a reasonable period of time to be posted or otherwise publically noticed.

Section 12.05. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated without the express written consent of all the Members.

Section 12.06. Severability. In any clause, provision, subsection, Section or Article of the Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 12.07. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed in accordance with the stated purposes of the Agreement and the applicable provisions of the Act.

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

Signature Page
To
SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION
INTERGOVERNMENTAL AGREEMENT
Dated as of November 9, 2016

ATTEST:

Telluride Town Clerk

TOWN OF TELLURIDE, COLORADO

By: Ann M Brady

Printed Name: Ann M. Brady

Title: Mayor Pro Tem

ATTEST:

Mountain Village Town Clerk

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: Daniel J Jansen

Printed Name:

Title: Mayor

ATTEST:

San Miguel County Clerk to the Board

SAN MIGUEL COUNTY, COLORADO

By: Joan May

Printed Name: Joan May

Title: Commissioner Chair

APPENDIX A

DETERMINATION OF BOUNDARIES OF THE AUTHORITY

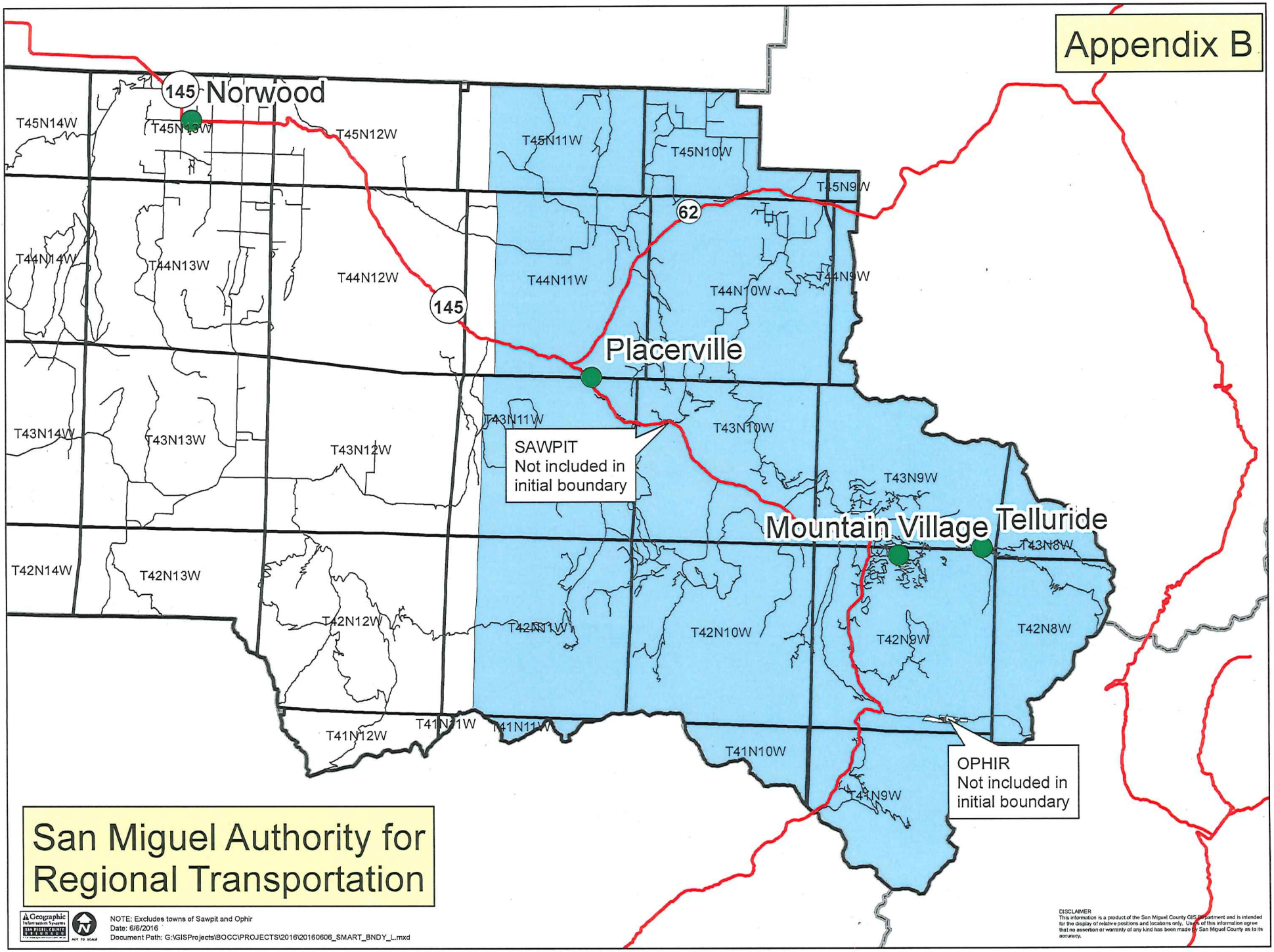
The Initial Boundaries of the Authority shall consist of:

1. If the Authority is approved by a majority of the registered electors of the Town of Telluride voting thereon at the Election, all territory within the Town of Telluride and all territory subsequently annexed to the Town of Telluride.

2. If the Authority is approved by a majority of the registered electors of the Town of Mountain Village voting thereon at the Election, all territory within the Town of Mountain Village and all territory subsequently annexed to the Town of Mountain Village.

3. If the Authority is approved by the majority of registered electors of the unincorporated territory of San Miguel County within election precincts (as defined of the date herein) existing within the Telluride R1 School District as defined in boundary map Appendix B, voting thereon at the Election.

Appendix B



San Miguel Authority for Regional Transportation

Geographic Information Systems SAN MIGUEL COUNTY COLORADO

NOT TO SCALE

NOTE: Excludes towns of Sawpit and Ophir
Date: 6/6/2016
Document Path: G:\GISProjects\BOCC\PROJECTS\2016\20160606_SMART_BNDY_L.mxd

DISCLAIMER
This information is a product of the San Miguel County GIS Department and is intended for the display of relative positions and locations only. Users of this information agree that no assertion or warranty of any kind has been made by San Miguel County as to its accuracy.

APPENDIX C-1

SAN MIGUEL COUNTY ESTABLISHMENT BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED $1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES_____ NO_____

APPENDIX C-2

TOWN OF TELLURIDE
ESTABLISHMENT BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED $1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES/FOR_____ NO/AGAINST_____

APPENDIX C-3

TOWN OF MOUNTAIN VILLAGE
ESTABLISHMENT BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED $1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES/FOR _____ NO/AGAINST_____

APPENDIX C-4

TOWN OF MOUNTAIN VILLAGE
FUNDING BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED $1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND PROVIDED THAT THE REGISTERED ELECTORS OF THE TOWN OF TELLURIDE, THAT PORTION OF THE UNINCORPORATED AREA OF SAN MIGUEL COUNTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED SMART AND THE RESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE APPROVED SMART TO BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES/FOR _____ NO/AGAINST_____

APPENDIX D

INITIAL SERVICE PLAN

1. The Authority shall strive to deliver safe and reliable public transit services, and to consistently advocate and promote the use of multi-modal transit systems.

2. The Authority shall engage in comprehensive long range transportation planning under the direction of the San Miguel Authority for Regional Transportation Board with participation from the Advisory Committees and other regional stakeholders. Within the long range transportation planning process, an initial service plan shall be developed, which shall include but not be limited to the following elements:

    a. Improved transit coordination, services and schedules;
    b. A phased plan for transit related facilities and infrastructure;
    c. A review and plan for specialized transit services, as outlined below (3-d).
    d. Long term sustainable funding

    The Initial Service Plan shall be subject to SMART Board Adoption.

3. The Authority shall consider enhancing or providing new transit services including but not limited to the following:
    a. Transit serving Placerville/Down Valley, Norwood, Ridgway, Montrose, Ophir, Rico, and Cortez, including points between these jurisdictions.
    b. Transit service for Lawson Hill and neighboring communities.
    c. Transit service during shoulder season, special event, and Gondola backup between the towns of Telluride and Mountain Village.
    d. Specialized services including paratransit, medical appointment, and senior transit.
    e. Regional trail planning, construction and maintenance with an emphasis on the provision of multi-modal linkages and accessibility to and between transit services, neighboring communities and population centers.
    f. Assuming intra-town services in a manner consistent with existing or improved levels of service subject to the agreement of the effected Member jurisdiction.
    g. Funding for maintenance, repairs and improvement of the gondola aerial tramway system, between Mountain Village and Telluride consistent with the provisions of Section 6.02(f)(1) and 6.02(f)(2).

EAGLE COUNTY

EAGLE COUNTY

Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	A. BoCC Signature
Subject	11. Execution of Eagle Valley Transportation Authority Intergovernmental Agreement
Access	Public
Type	Action
Preferred Date	Dec 06, 2022
Absolute Date	Dec 13, 2022
Recommended Action	Approve

Public Content

Prepared By: Tanya Allen

Department: ECO Transit

Executive Summary: Voters in 7 of 8 jurisdictions contemplating the formation of the Eagle Valley Transportation Authority approved the formation of the new Authority at the November 8, 2022 election. Each jurisdiction approved its signature on the IGA prior to referring it the ballot. We are now circulating a copy for execution by all jurisdictions that voted in via Docusign. Copies of each jurisdiction's approval resolution are attached.

Reviewing Attorney: Bryan Treu

- **BoCC signature?**: Yes

Approved as to form:

DocuSigned by:
782F1315A1E64A8...

DocuSigned by:
Dani Moore
48DD08B3EF86405...

Administrative Content

BCMD Resolution.pdf (2,676 KB)

Res 33-2022 RTA FINAL - Minturn.pdf (1,636 KB)

Resolution 5, Series 2022 - Red Cliff.PDF (147 KB)

Town of Avon Resolution No. 22-19 Ballot Question EVTA.pdf (6,342 KB)

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT

by and among

BEAVER CREEK METROPOLITAN DISTRICT

TOWN OF AVON, COLORADO

EAGLE COUNTY, COLORADO

TOWN OF EAGLE, COLORADO

TOWN OF GYPSUM, COLORADO

TOWN OF MINTURN, COLORADO

TOWN OF RED CLIFF, COLORADO

and

TOWN OF VAIL, COLORADO

Dated as of September 1, 2022

Providing for the establishment of the "Eagle Valley Transportation Authority" as a Colorado Regional Transportation Authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

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EAGLE VALLEY TRANSPORTATION AUTHORITY

INTERGOVERNMENTAL AGREEMENT

THIS EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of September 1, 2022, by and among the **BEAVER CREEK METROPOLITAN DISTRICT**, the **TOWN OF AVON, COLORADO**; **EAGLE COUNTY, COLORADO**; the **TOWN OF EAGLE, COLORADO**; the **TOWN OF GYPSUM, COLORADO**; the **TOWN OF MINTURN, COLORADO**; the **TOWN OF RED CLIFF, COLORADO**; and the **TOWN OF VAIL, COLORADO** (together the "Initial Signatories").

RECITALS

WHEREAS, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the "Act"), Colorado counties, municipalities, and special districts with street improvement, safety protection, or transportation powers, are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth therein, are authorized to finance, construct, operate and maintain regional transportation systems;

WHEREAS, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so;

WHEREAS, the Initial Signatories are a Colorado county, a Colorado special district, and certain Colorado municipalities located within the boundaries of Eagle County that desire to form a regional transportation authority to serve the greater Eagle River Valley community pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating, and maintaining regional transportation systems;

WHEREAS, enhancing regional transportation services for Eagle County residents, businesses and visitors is a crucial step in meeting the communities' workforce, economic and climate goals, and regional transportation services support Eagle County socially and economically, helping employees get to work safely and visitors to enjoy their Eagle County experience;

WHEREAS, the signatories of this Agreement wish to work toward collaborative solutions that will increase transportation and transit options throughout the greater Eagle River Valley, as well as increase air connections to the Eagle River Valley;

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WHEREAS, extensive input from local businesses, employees, nonprofits and community members have made clear that the creation of a Regional Transportation Authority ("RTA") is a desirable way to plan, finance, implement and operate a more comprehensive regional transportation system that better meets the needs of communities;

WHEREAS, an RTA serving the greater Eagle River Valley is poised to improve transit service, increase ridership and efficiency across the valley's existing transit agencies, provide affordable or free transit to the valley's visitors and employee base, strengthen the connection between the valley's different communities, and advance local climate action goals by reducing car trips and increasing the use of low or zero emission public transportation; and

WHEREAS, transit services promote independent living for the elderly and the disabled by providing essential links to medical, social and other services, and the region recognizes the need to improve mobility options for all segments of the population;

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 602 of the Act: "Bond," "Construct," "Construction," "County," "Municipality," "Person," "Regional Transportation Activity Enterprise," "Regional Transportation System," and "State".

Section 1.02 Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals.

"*Advisory Committee*" means two or more persons appointed by the Board pursuant to Article 4 of this Agreement for the purpose of providing advice to the Board.

"*Agreement*" means this Eagle Valley Transportation Authority Intergovernmental Agreement, as amended from time to time in accordance with the terms contained herein.

"*Alternate Director*" means any person appointed as an Alternate Director pursuant to Section 3.03 of this Agreement.

"*Authority*" means the Eagle Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

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"*Authority Sales Tax*" means a sales tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(1) of the Act.

"*Authorized Transportation Projects*" refers to the Regional Transportation Systems projects described in Appendix C of this Agreement, as such projects may be amended from time to time in accordance with Article 6 of this Agreement.

"*Ballot Question*" refers to any of the questions listed in Section 2.04(a)(i)-(viii) of this Agreement, and shall mean a "Ballot Issue," as defined in Title 1, Article 1, Part 104(2.3), Colorado Revised Statutes, as amended. The Ballot Question for each of the Initial Signatories are collectively referred to as the "Ballot Questions."

"*Board*" means the Board of Directors of the Authority.

"*Boundaries*" means the boundaries of the Authority illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement, as such Appendices may be amended from time-to-time in accordance with Article 12 of this Agreement.

"CDOT" means the Colorado Department of Transportation.

"*Director*" means any person appointed as a Director pursuant to Section 3.02 of this Agreement Whenever the person appointed as a Member's Director is absent from a Board meeting, the term "Director" shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 of this Agreement.

"*Division of Local Government*" means the Division of Local Government in the State Department of Local Affairs.

"*ECRTA*" means the Eagle County Regional Transit Authority (Fund 1151) which operates Eagle County's current ECO Transit public transportation service, and which is also referred to in this Agreement as "ECO Transit."

"*Election*" means the November 8, 2022, general election, at which the Ballot Questions seeking the voter approvals described in Section 2.04(a) of this Agreement are to be submitted by the Initial Signatories.

"*Governing Body*" means, when used with respect to a Member, the town council, board of trustees, board of commissioners, board of directors, or other legislative body, as appropriate, of such Member.

"*Initial Boundaries*" means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article Section 2.03 of this Agreement, as such Initial Boundaries are illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement.

"*Initial Members*" means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 of this Agreement.

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"*Initial Signatories*" means the county, special district, and municipalities that are signatories to this Agreement in its original form.

"*Intergovernmental Relations Statute*" is defined in the Recitals.

"*Member*" means (a) the Initial Members and (b) the State or any Municipality or County or special district that becomes a member of the Authority pursuant to Section 9.03 of this Agreement.

"*MOU*" means the Memorandum of Understanding Establishing a Regional Transit Authority Formation Committee entered into by and among the Initial Signatories for the purpose of researching and proposing the structure of an RTA to serve the greater Eagle River Valley community.

"*Officer*" means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

"*Regional Transportation Systems*" shall have the meaning given to it in Section 602(16) of the Act.

"*Transition Plan*" shall have the meaning given to it in Section 8.03(a) of this Agreement.

ARTICLE 2
ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01 Establishment. A regional transportation authority to be known as the "Eagle Valley Transportation Authority" shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by this Agreement among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) each Initial Member (i) has held at least two public hearings on the subject of this Agreement in accordance with Section 603(3) of the Act; and (ii) has executed this Agreement, which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by Section 603(3) of the Act and that the Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement;

(b) this Agreement has been submitted for approval, and has been approved by, a majority of the registered electors residing within the boundaries of the Initial Members at the time of the Election who voted in the Election, which, for purposes of the Election, shall be determined based on the votes cast on the Ballot Questions approved by the registered electors voting on the Ballot Questions that approve the participation in the Authority; and

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(c) the Director of the Division of Local Government has issued a certificate pursuant to Section 603(1) of the Act stating that the Authority has been duly organized according to the laws of the State.

Section 2.02 Purpose. The purpose of the Authority is to plan, finance, implement, and operate an efficient, sustainable, and regional public multimodal transportation system at any location or locations within or without the Boundaries of the Authority, and exercise any or all other powers authorized by, and subject to compliance with, the Act.

Section 2.03 Boundaries. Subject to Section 2.05 and any amendment to reflect the outcome of the Ballot Questions, the Initial Boundaries of the Authority shall be as illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement. For any territory included or annexed in the boundaries of a Member, the Boundaries shall automatically be amended to include such territory that has been included or annexed into the boundaries of the Member (for taxation purposes, as if such territory was included in the Boundaries of the Authority because the territory is included in the boundaries of such Member).

Section 2.04 Voter Approval.

(a) The Initial Signatories agree to submit Ballot Questions seeking voter approval of the establishment of the Authority; the baseline funding of the Authority in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") at the Election. Eight separate questions, which are hereafter referred to by the names indicated below and drafts of which are attached of this Agreement as Appendixes B-1 through B-8, shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories:

(i) the "Avon Question," a draft of which is attached hereto as Appendix B-1, shall be submitted to the electors of the Town of Avon;

(ii) the "Beaver Creek Question," a draft of which is attached hereto as Appendix B-2, shall be submitted to the electors of the Beaver Creek Metropolitan District;

(iii) the "Eagle Question," a draft of which is attached hereto as Appendix B-3, shall be submitted to the electors of the Town of Eagle;

(iv) the "Gypsum Question," a draft of which is attached hereto as Appendix B-4, shall be submitted to the electors of the Town of Gypsum;

(v) the "Minturn Question," a draft of which is attached hereto as Appendix B-5, shall be submitted to the electors of the Town of Minturn;

(vi) the "Red Cliff Question," a draft of which is attached hereto as Appendix B-6, shall be submitted to the electors of the Town of Red Cliff;

(vii) the "Vail Question," a draft of which is attached hereto as Appendix B-7, shall be submitted to the electors of the Town of Vail; and

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(viii) the "Unincorporated Eagle County Question," a draft of which is attached hereto as Appendix B-8, shall be submitted to the electors of the unincorporated area of Eagle County within the boundaries described in Appendix A-2, exclusive of electors residing in the municipalities and special district that are Initial Signatories of this Agreement.

(b) With the intent to put forth these measures as a coordinated election under the administration of the Eagle County Clerk and Recorder, the Governing Body of the Initial Signatory named in the title of each Ballot Question shall take all actions necessary to submit such Ballot Question to the appropriate registered electors at the Election. Each Ballot Question submitted to the registered electors shall be consistent with the terms of this Agreement and the corresponding draft Ballot Question attached in Appendices B-1 through B-8. The designated election official for a coordinated election shall be the Eagle County Clerk and Recorder.

(c) The costs of conducting the Election shall be payable by each Initial Signatory in the following proportions:

(i) 10.76% by the Town of Avon;

(ii) 0.87% by the Beaver Creek Metropolitan District;

(iii) 16.12% by the Town of Eagle;

(iv) 15.56% by the Town of Gypsum;

(v) 2.66% by the Town of Minturn;

(vi) 0.84% by the Town of Red Cliff;

(vii) 13.66% by the Town of Vail; and

(viii) and 39.53% by Eagle County.

Section 2.05 Initial Members.

(a) Subject to Section 2.05(b) of this Agreement, the Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the Ballot Questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to this Agreement:

(i) the Town of Avon will be an Initial Member if the Town of Avon electors approve the Avon Question;

(ii) the Beaver Creek Metropolitan District will be an Initial Member if the Beaver Creek Metropolitan District electors approve the Beaver Creek Question;

(iii) the Town of Eagle will be an Initial Member if the Town of Eagle electors approve the Eagle Question;

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(iv) the Town of Gypsum will be an Initial Member if the Town of Gypsum electors approve the Gypsum Question;

(v) the Town of Minturn will be an Initial Member if the Town of Minturn electors approve the Minturn Question;

(vi) the Town of Red Cliff will be an Initial Member if the Town of Red Cliff electors approve the Red Cliff Question;

(vii) the Town of Vail will be an Initial Member if the Town of Vail electors approve the Vail Question; and

(viii) Eagle County will be an Initial Member if the electors within the unincorporated area of Eagle County described in Section 2.04(a)(viii) approve the Unincorporated Eagle County Question.

(b) The Initial Signatories agree that in order for the Regional Transportation Systems to be efficiently and effectively provided within the Authority's service area, participation of each of the Town of Avon, the Beaver Creek Metropolitan District, Eagle County, and the Town of Vail, is essential. This Agreement will terminate automatically and be of no further force and effect if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question do not each approve their respective ballot questions at the Election.

ARTICLE 3
BOARD OF DIRECTORS

Section 3.01 Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article 3. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate or prescribe the performance of any of its powers to any Director, Officer, employee or agent of the Authority with sufficient direction to comply with the non-delegation doctrine.

Section 3.02 Directors. The Board shall be composed of one Director appointed by each Member.

Section 3.03 Alternate Directors. In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting, or in the event such Director has resigned or been removed and no replacement Director has been appointed.

Section 3.04 Appointment of Directors and Alternate Directors. As required by Section 603(2)(b)(1) of the Act, the Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member, and shall be appointed as a Director or Alternate Director by the Governing Body of such Member.

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Section 3.05 Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Sections 3.02 through 3.04 of this Agreement.

Section 3.08 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 3.09 Meetings, Notice. The Board shall annually establish times for regular meetings of the Board, which shall meet no less than quarterly. The Board may additionally call special meetings as it deems necessary or desirable. Meetings will be held at the location as may from time to time be designated by the Board. Public notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, Section 24-6-401 *et seq.*, Colorado Revised Statutes, as amended. Except in the case of special or emergency meetings where such advance notice is not practicable, the Authority shall provide at least 48 hours' advance notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.

Section 3.10 Resolutions, Quorum. All actions of the Board shall be by resolution, which may be written or oral, approved at a meeting that is open to the public according to the voting requirements set forth in Section 3.11. At least a quorum shall be necessary to take any Board action and at least two-thirds of all Directors then in office who are eligible to vote thereon will be required for action pursuant to Section 3.11(a). A quorum shall mean a number of Directors greater than half the total number of Directors then in office (which, if all Initial Signatories become Initial Members, will be five of the eight initial Directors). The Board may establish bylaws setting forth specific requirements for electronic participation by a Director in a meeting, including requirements for a Director participating electronically to be considered "present" for purposes of establishing a quorum and voting on agenda items, among other topics.

Section 3.11 Voting Requirements.

(a) Except as otherwise provided in subsection (b) of this Section and Article 12 of this Agreement, resolutions of the Board shall be adopted upon the affirmative vote of at least two-thirds of the Directors then in office who are eligible to vote thereon (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be six of the eight initial Directors).

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(b) Provided a quorum is present, the following actions shall be approved upon the affirmative vote of a majority of the Directors of the Board then present who are eligible to vote thereon:

(i) administrative approvals such as setting meeting locations and times and ministerial actions required for the Authority's compliance with applicable law;

(ii) approvals authorized by bylaws or rules previously approved by the Board;

(iii) approval of contracts for expenditures included in an annual budget previously approved by the Board;

(iv) approval of contracts for transportation services included in an annual budget previously approved by the Board;

(v) approval of contracts for the assumptions of existing facilities and transportation infrastructure, or the development of new facilities and transportation infrastructure, included in an annual budget previously approved by the Board; and

(vi) other actions that are reasonably incidental to prior Board approvals made under subsection (a) of this Section.

Section 3.12 Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.10 of this Agreement, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.10 of this Agreement by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority's budget for such year shall be the prior year's budget, with no new capital expenditures or adjustments to services to be provided until such time that a new annual budget is approved by the Board. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.15 of this Agreement.

Section 3.13 Director Conflicts of Interest. Notwithstanding any other provision of this Agreement, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with Sections 18-8-308 and 24-18-101 *et seq.*, Colorado Revised Statutes, as amended.

Section 3.14 Powers of the Board. The Board shall, subject to the limitations set forth of this Agreement, have (a) all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by Sections 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 3.15 Bylaws and Rules. The Board, acting by resolution adopted as provided for in Section 3.10 and Section 3.11 of this Agreement, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing,

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and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.11(a) of this Agreement.

Section 3.16 Additional Directors. If at any time there are four or fewer Members, then, notwithstanding any other provision of this Agreement, in order to comply with the provisions of Section 603(2)(b)(1) of the Act requiring at least five Directors, the Directors representing the remaining Members shall, by unanimous consent, appoint such additional Directors and Alternate Directors as are necessary for there to be five Directors, and may likewise remove such Directors and Alternative Directors by consensus of the Directors appointed directly by the Members. If such remaining Directors are unable to reach unanimous consent, each Member shall appoint a second Director, until the total number of Members exceeds five at which time each Member shall revert to appointing a sole Director.

Section 3.17 References. All references of this Agreement to the Director and Alternate Director of a Member shall be deemed to refer to the initial and the additional Director and Alternate Director, as appropriate, appointed by such Member.

ARTICLE 4
ADVISORY COMMITTEES

The Board may appoint, maintain, and/or disband one or more Advisory Committees at any time in order to advise the Board with respect to policy and service matters. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE 5
OFFICERS

Section 5.01 Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article 5.

Section 5.02 Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for

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the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

Section 5.03 Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

Section 5.04 Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal (if any), be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as arc appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.05 Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for ensuring the timely preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give or authorize receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall ensure that full and accurate records of the receipts and disbursements are maintained, and shall ensure that all moneys and other valuables are deposited in such depositories as shall be designated by the Board. The Treasurer shall ensure deposit and investment of all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.06 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

Section 5.07 Resignation and Removal. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

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Section 5.08 Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article 5, the Board at any time may expand, limit or modify the authority, powers and duties of any Officer or employee.

Section 5.09 Vacancies. Vacancies in the office of any Officer or employee shall be filled in the same manner in which such office was originally filled.

Section 5.10 Compensation. The Authority shall determine and may compensate Officers and employees who are not Directors or Alternate Directors for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

ARTICLE 6
POWERS OF THE AUTHORITY

Section 6.01 General Grant of Powers. The Authority shall, subject to the limitations set forth in this Agreement, have (i) all of the powers granted to regional transportation authorities by the Act and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 6.02 Specific Responsibilities. In addition to the general powers described in Section 6.01 of this Agreement, the Authority shall have the responsibilities described in this Section and shall have all powers necessary or convenient to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 of this Agreement.

(a) Regional Transportation Systems. The Authority shall coordinate and may operate and fund Regional Transportation Systems and provide such related services as are necessary in order to effect the Authorized Transportation Projects described in Appendix C, as may be amended from time to time in accordance with Article 12 of this Agreement.

(b) Regional Transportation Planning. The Authority shall engage in annual regional transportation planning to direct the implementation of Regional Transportation Systems, pursue local, state, or federal funding, and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

(c) Regional Transportation Demand Management. The Authority shall develop plans, programs, and materials to support individuals and employers in their efforts to reduce single-occupancy vehicle trips and mitigate climate impacts in Eagle County, in coordination with local jurisdictions, CDOT, the Northwest Colorado Council of Governments, the I-70 Coalition, and other relevant organizations.

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(d) Enhance Local, State, and Federal Coordination.

(i) The Authority shall represent the Eagle Valley region with regard to state and federal legislation affecting available funding to support regional transit operations and with regard to legislation affecting operations.

(ii) The Authority shall coordinate with CDOT and federal governing agencies to enhance regional transit, including but not limited to, improvements to connections to the Authority area via Bustang and other statewide bus programs and increased air service to the Eagle County Regional airport.

(e) First-Last Mile Solutions. The Authority may study, design, financially support, and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including but not limited to park and rides, pedestrian crossings, and regional innovative mobility programs such as regional e-bike sharing, on-demand microtransit, and community vanpools.

(f) Contract Transit Services.

(i) The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.

(ii) The Authority will initially enter into contracts with Eagle County for the continuation of ECO Transit service during the ECRTA Transition Period (as set out more specifically in Article 8 below) and shall reasonably cooperate with Eagle County to provide for the continuation of employment for personnel currently employed by Eagle County in the provision of transit services within the Boundaries of the Authority during the ECRTA Transition Period, and on eventual transition to employment by the Authority, as further described in the Transition Plan (defined in Section 8.03).

(g) Local Service. The Authority may fund services that operate solely within the boundaries of a single Member (as distinguished from regional services) but, except as otherwise specifically provided in this Agreement, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

(h) Transportation Related Infrastructure. The Authority may assume the maintenance of existing facilities and may develop new facilities, including but not limited to park-and-rides, transit stops, vehicle maintenance garages, other transit and rail infrastructure, trails, or other necessary infrastructure related to operations under the purview of the Authority.

(i) Planning, Construction, and Maintenance of Regional Trails and Pedestrian Infrastructure.

(i) The Authority shall provide planning and funding support for regional public trail maintenance, improvement, and construction, in cooperation with Members,

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advisory groups and other agencies, including but not limited to the U.S. Forest Service, the Bureau of Land Management, and CDOT. The Authority will place emphasis on multi-modal transportation-oriented trails that provide improved accessibility and connections between transit nodes, population centers, and communities.

(ii) The Authority may plan for transitioning the operations, maintenance, capital improvements, and funding required for Eagle County's ECO Trails partnership, including the Eagle Valley Trail, after completion of all currently planned sections and no sooner than December 31, 2024, all in accordance with the Transition Plan.

(j) Contract Air Services. The Authority may enter into contracts with commercial air service carriers for the provision of air services in the manner and subject to the terms of such contracts.

(k) Roadway Improvements. In recognition of the proposed EGE Airport Interchange's benefit to countywide transportation and its location as a potential future statewide multimodal transportation hub, the Authority shall provide financial support for the construction of an EGE Airport interchange, including the commitment of at least $12 million in funds, subject to appropriation and/or voter approval of other funding mechanisms therefor in the discretion of the Board of the Authority. Such funds are to be combined with local matching funds in support of the pursuit of state and federal grant funds. The Authority's contribution of such funds shall be conditioned upon the interchange sponsors first securing all other required funds for construction of the EGE Airport Interchange from available federal, state, and local funding sources, and the Gypsum Question first being approved by the electors of the Town of Gypsum. The Authority's role with regard to the EGE Airport Interchange would be limited to providing funds for construction as described in this Section.

Section 6.03 Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 of this Agreement, the powers of the Authority shall be limited as follows:

(a) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to Section 20(4)(h) of Article X of the State Constitution shall take effect unless first submitted to a vote in accordance with Section 612 of the Act;

(b) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County, Municipality or special district Member where the proposed tax or fee would be imposed in accordance with Section 613 of the Act; and

(c) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with Section 614 of the Act.

Section 6.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority shall, upon the request of the Governing Body of the jurisdiction impacted by the transportation improvement, in order to ensure coordinated transportation planning, efficient allocation of resources, and the equitable sharing of costs, enter into an

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intergovernmental agreement between the Authority and such jurisdiction concerning the applicable portion of the Regional Transportation System before commencing physical construction of that particular improvement.

ARTICLE 7
FUNDING THE AUTHORITY

Section 7.01 Baseline Funding. The baseline funding of the Authority shall be provided from the following sources:

(a) Initial Authority Sales Tax. Subject to Section 2.05(b) of this Agreement, in the event of and upon approval by the registered electors of the Ballot Question for such Member, a sales tax of one-half percent (0.5%) shall be imposed in all areas within the boundaries of such Member.

(b) Existing Eagle County 0.5% Transportation Sales Tax. Section 611(b) of the Act authorizes any county, municipality, or special district that is a Member to pledge any legally available funds to the Authority to assist in the financing, construction, operation, or maintenance of a regional transportation system by the Authority. Pursuant to this authorization, Eagle County shall pay to the Authority a proportion of the proceeds of the existing Eagle County 0.5% Transportation Sales Tax (the "Existing ECO Transit Tax"), previously authorized by the voters to finance, construct, operate or maintain a mass transportation system within Eagle County and currently allocated to ECRTA operations, that is accrued on and after January 1 of the year following the Effective Date of this Agreement, exclusive of all amounts collected in the areas of Eagle County that are within the boundaries of the Roaring Fork Transportation Authority. The proportion of the Existing ECO Transit Tax that is to be paid to the Authority shall be no less than 85% and no more than 90% of the total sum collected in Eagle County, in order to allow Eagle County to continue to meet its obligations to the ECO Trails program. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County. The Authority shall apply revenues that it receives pursuant to this pledge solely for the financing, construction, operation, or maintenance of mass transportation systems within Eagle County, and such revenues shall not be used for air-service related purposes. The pledge of such revenues by Eagle County shall be a contribution of funds in support of services provided by the Authority and shall not be deemed to be a contract for the provision of mass transportation services.

Section 7.02 Discretionary Member Contributions. A Member may, at its sole discretion, offer to make cash contributions to the Authority, provide in-kind services to the Authority, or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). If a Member offers to make a Discretionary Member Contribution, the Authority may, subject to Board approval on a case-by-case basis in its discretion, provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equivalent to the Discretionary Member Contribution.

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Section 7.03 Pursuit of Grants. The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital costs, long range planning and environmental review, and major capital improvements. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

Section 7.04 Capital Projects and Bonds. The Authority may fund capital projects by the issuance of Authority Bonds pursuant to Section 609 of the Act if voter approval is obtained for the issuance of such Bonds as required by Section 612(2) of the Act; through lease-purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of, State and federal law; or through one or more agreements with one or more Members. Bond issuances by any Regional Transportation Enterprise formed by the Board pursuant to Section 606 of the Act do not require voter approval.

Section 7.05 No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article 7 shall limit the Authority's powers under the Act.

ARTICLE 8
REORGANIZATION

Section 8.01 Reorganization Plan. The Authority and Eagle County will undertake best efforts to transfer all assets and liabilities of ECRTA that are to be transferred to the Authority in accordance with this Article 8 and the Transition Plan within a 24-month period from the date of the Election authorizing establishment of the Authority (the "ECRTA Transition Period.").

Section 8.02 ECRTA Transition Period. During the ECRTA Transition Period, the Authority will undertake the following:

(a) The Authority will assume responsibility for the services provided by ECRTA and will begin receipt of transfers of the operating revenues of ECRTA (as distinguished from the contributions to the Roaring Fork Transportation Authority by its members) from Eagle County no later than January 1 of the year following formation of the Authority in accordance with Section 7.01(b) of this Agreement and the Transition Plan; provided, however, that the Authority may not allocate such revenues to any purpose other than funding of services provided by ECRTA, including payments under any contract with Eagle County referred to herein for services of employees or other assets of ECTRA, in order to ensure continuity of ECO Transit services during the ECRTA Transition Period as the provision of such services, and the transfer of assets and liabilities, transition from Eagle County to the Authority over such period.

(b) For the purpose of continuity, the existing ECRTA Advisory Board shall be constituted as an Advisory Committee pursuant to Article 4 of this Agreement for the purpose of advising the Authority's initial Board with respect to the transition of ECRTA services throughout the ECRTA Transition Period. The Authority Board may add or remove members of the ECRTA Advisory Board as provided for in this Agreement.

(c) Either directly or by contract with Eagle County or others, the Authority shall use best efforts to:

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(i) maintain continuity of the existing ECO Transit regional transit services provided by ECRTA within the Authority Boundaries and to neighboring jurisdictions, without any significant changes in routes, schedules, or equipment, during the ECRTA Transition Period, except as provided for in the Transition Plan;

(ii) continue ongoing transportation planning efforts;

(iii) enter into or assume contracts for transit services ECRTA currently provides to other Eagle County departments or entities no later than the end of the ECRTA Transition Period; and

(iv) accommodate Member requests for additional or new local services on the same fully allocated cost basis used to determine the cost of Authority services throughout the Authority service area;

(d) The Authority will assist Eagle County to cause all relevant Eagle County assets, liabilities, personnel, contracts, and operations to be formally transferred and assigned to the Authority, and to enter into any required intergovernmental agreement, leases, or other contractual arrangements to enable such transfers or assignments, prior to the conclusion of the ECRTA Transition Period; and

(e) The ECRTA Transition Period will be deemed concluded when all issues set forth in the Transition Plan (defined in Section 8.03) have been addressed to the satisfaction of the Board and Eagle County.

Section 8.03 Transition Plan.

(a) The Authority and Eagle County shall use their best efforts to implement a "Transition Plan," substantially consistent with the framework set forth in the Transition Plan Framework attached hereto and incorporated herein as Appendix D, in order to implement the provisions of this Article 8. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved. The Transition Plan will be approved, and may be subsequently amended, by mutual agreement of the Authority and Eagle County, which approval and modifications shall not constitute an amendment to this Agreement and may be approved by the Authority Board as provided for under Section 3.11(a).

Section 8.04 Maintenance of Effort. It is the intent of Eagle County that the Authority continue to maintain countywide transit services following the completion of the Transition Period using the revenues generated by the Existing ECO Transit Tax. Any significant reduction to the geographic coverage of service or service standards, as compared to the services provided by ECO Transit during the Transition Period, shall require the prior consent of Eagle County.

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ARTICLE 9
MEMBERS

Section 9.01 Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved at the November 8, 2022, election as described in Section 2.05 of this Agreement.

Section 9.02 Withdrawal of Initial Members.

(a) Following establishment of the Authority, a Member may withdraw from the Authority only if the Member's withdrawal is approved at an election by a majority of the electors voting thereon.

(b) If a Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Member will be excluded from the Boundaries of the Authority;

(ii) subject to Section 9.02(c), the taxes relevant to that Member shall not be levied after the effective date of such withdrawal; and

(iii) the obligations of such Member set forth in this Agreement shall terminate.

(c) If a Member withdraws from the Authority while the Authority has any Bonds outstanding, it shall continue to levy taxes within its boundaries after the effective date of such withdrawal for the period such Bond obligations remain outstanding, or as provided for in the applicable financing documents.

(d) Members may only withdraw from the Authority in the manner, and subject to the conditions, set forth in this Section.

Section 9.03 Additional Members. Any county, municipality, or special district with street improvement, safety protection, or transportation powers, or a portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon:

(a) the adoption of a resolution of the Board in accordance with Section 3.11(a) of this Agreement, the effectiveness of which may be conditioned upon compliance by such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;

(b) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and

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(c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statue or any other applicable law.

ARTICLE 10
TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 10.01 Effective Date. The term of this Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 of this Agreement have been satisfied.

Section 10.02 Termination.

(a) The term of this Agreement shall end when all the then-current Members agree in writing to terminate this Agreement.

(b) This Agreement may not be terminated so long as the Authority has any Bonds outstanding.

Section 10.03 Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 10.02 of this Agreement, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

(a) the amount of cash and the value of property and services contributed by each such Member to the Authority pursuant to Article 7 and 8 of this Agreement minus the amount of cash and the value of property previously distributed to them by the Authority; and

(b) the total amount of Authority taxes or other charges (other than fares) paid by such Member's residents, during the period of time such party was a Member, to the Authority pursuant to the Authority's exercise of the powers granted to it pursuant to the Act, with taxes or other charges paid by residents of areas of counties that are also located within a municipality or special district allocated 100% to the municipality or special district for such purposes.

ARTICLE 11
DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

Section 11.01 Authority Obligations. The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer, member of a Committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant

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to this Article 11 shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article 11 in the bylaws of the Authority.

ARTICLE 12
AMENDMENTS

Section 12.01 Amendments Generally. This Agreement, except as may be limited in this Article 12, may be amended only by a resolution approved by the Authority Board, which shall, before becoming effective, also be approved by a majority affirmative vote of the Governing Bodies of all Members minus one.

Section 12.02 Amendments to Boundaries. Except as provided in Section 2.03 of this Agreement, the Initial Boundaries illustrated in Appendix A-1 and described in Appendix A-2, may be amended in accordance with Section 12.01 of this Agreement and with the required approval of the registered voters of any county, municipality or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, the boundaries may not include territory within the boundaries of a municipality that is not a Member without the consent of the governing body of such municipality, and may not include territory within the unincorporated boundaries of a county that is not a Member without the consent of the governing body of such county.

Section 12.03 Modification of Appendices B-1 through B-8. Notwithstanding any other provision of this Agreement, the Ballot Questions attached hereto as Appendix B-1 through B-8 may not be modified by the Governing Body of the Initial Signatory responsible for submitting such Ballot Question to the electors as provided in Section 2.04 of this Agreement.

ARTICLE 13
MISCELLANEOUS

Section 13.01 Adoption and Execution of Agreement in Accordance with Law. Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 13.02 Parties in Interest. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Initial Signatories and the Members any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Initial Signatories and the Members.

Section 13.03 No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant, or employee of any Member in his or her individual capacity.

Section 13.04 Notices. Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions, or other communications by the Authority, any Member, any Director, any

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Alternate Director, any Officer, or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

Section 13.05 Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 13.06 Severability. If any clause, provision, subsection, Section, or Article of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section, or Article shall not affect any of the remaining provisions of this Agreement.

Section 13.07 Interpretation. Subject only to the express limitations set forth in this Agreement, this Agreement shall be liberally construed to permit**:**

(a) the Authority and the Members to exercise all powers that may be exercised by a regional transportation authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute;

(b) the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and

(c) the Board to exercise all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 13.08 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement. Venue for purposes of any litigation arising under this Agreement shall only be proper in the Eagle County District Court.

Section 13.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Counterparts may be executed either in original, facsimile, or electronic mail form, and each such facsimile or electronic mail signature shall have the efficacy of a signed original and may be used in lieu of the original for any purpose.

[Remainder of page left intentionally blank. Signature pages follow.]

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TOWN OF AVON

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF AVON, a municipal corporation

DocuSigned by:
Sarah Smith Hymes
3622F12EE08464...
Sarah Smith Hymes, Mayor

Date: 11/28/2022

ATTEST:

DocuSigned by:
96D43DF75B4C402...
Miguel Jauregui, Town Clerk

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

BEAVER CREEK METROPOLITAN DISTRICT

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

BEAVER CREEK METROPOLITAN DISTRICT

DocuSigned by:
David Eickholt
2283900A6127439...
David Eickholt, President

ATTEST:

DocuSigned by:
Angela Kamby
20E447A0B666420...
Angela Kamby, Clerk

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TOWN OF EAGLE

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF EAGLE

DocuSigned by:

6C233EB0E297494...

Scott Turnipseed, Mayor

Date: 12/5/2022

ATTEST:

DocuSigned by:

5E4GG6556A5C44E...

Jenny Rakow, Town Clerk

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TOWN OF GYPSUM

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN COUNCIL
TOWN OF GYPSUM, COLORADO

_____
Stephen M. Carver, Mayor

Date: _____

ATTEST:

_____
Becky Close, Town Clerk

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TOWN OF MINTURN

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF MINTURN

DocuSigned by:
Earle Bidez
Mayor, Earle Bidez

Date: 11/30/2022

ATTEST:

DocuSigned by:
Jay Brunvard
Town Clerk, Jay Brunvard

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

TOWN OF RED CLIFF

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF RED CLIFF, COLORADO
BOARD OF TRUSTEES

DocuSigned by:
Duke Gerber
2467D4DC9918427...
Duke Gerber, Mayor

Date: 11/30/2022

ATTEST:

DocuSigned by:
Melissa Matthews
5D99DEDBD5E415...
Melissa Matthews, Town Clerk

DocuSign Envelope ID: 249C9FDC-9748-4ABD-9547-BDE46942E376

TOWN OF VAIL

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

TOWN OF VAIL

DocuSigned by:
Kim Langmaid
D1110CA467BA4CC...
Kim Langmaid, Mayor

Date: 11/28/2022

ATTEST:

DocuSigned by:
Stephanie Bibbens
6FD298CD63A1426...
Stephanie Bibbens, Town Clerk

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EAGLE COUNTY

SIGNATURE PAGE
to
EAGLE VALLEY TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of September 1, 2022

COUNTY OF EAGLE, STATE OF COLORADO
By and Through its BOARD OF COUNTY COMMISSIONERS

DocuSigned by:
Jeanne McQueeney
GA4AC128F8AA47A...

By: _____
Jeanne McQueeney
County Commissioners Chair

DocuSigned by:
Kathy Chandler-Henry
86A681FFEB84403...

_____
Kathy Chandler-Henry
Commissioner

DocuSigned by:
Matt Scherr
81E7B2D718E0473...

_____
Matt Scherr
Commissioner

ATTEST:

DocuSigned by:
Regina O'Brien
F9D62F246896440...

_____
Clerk to the Board of County Commissioners

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APPENDIX A-1

Authority Boundary Map

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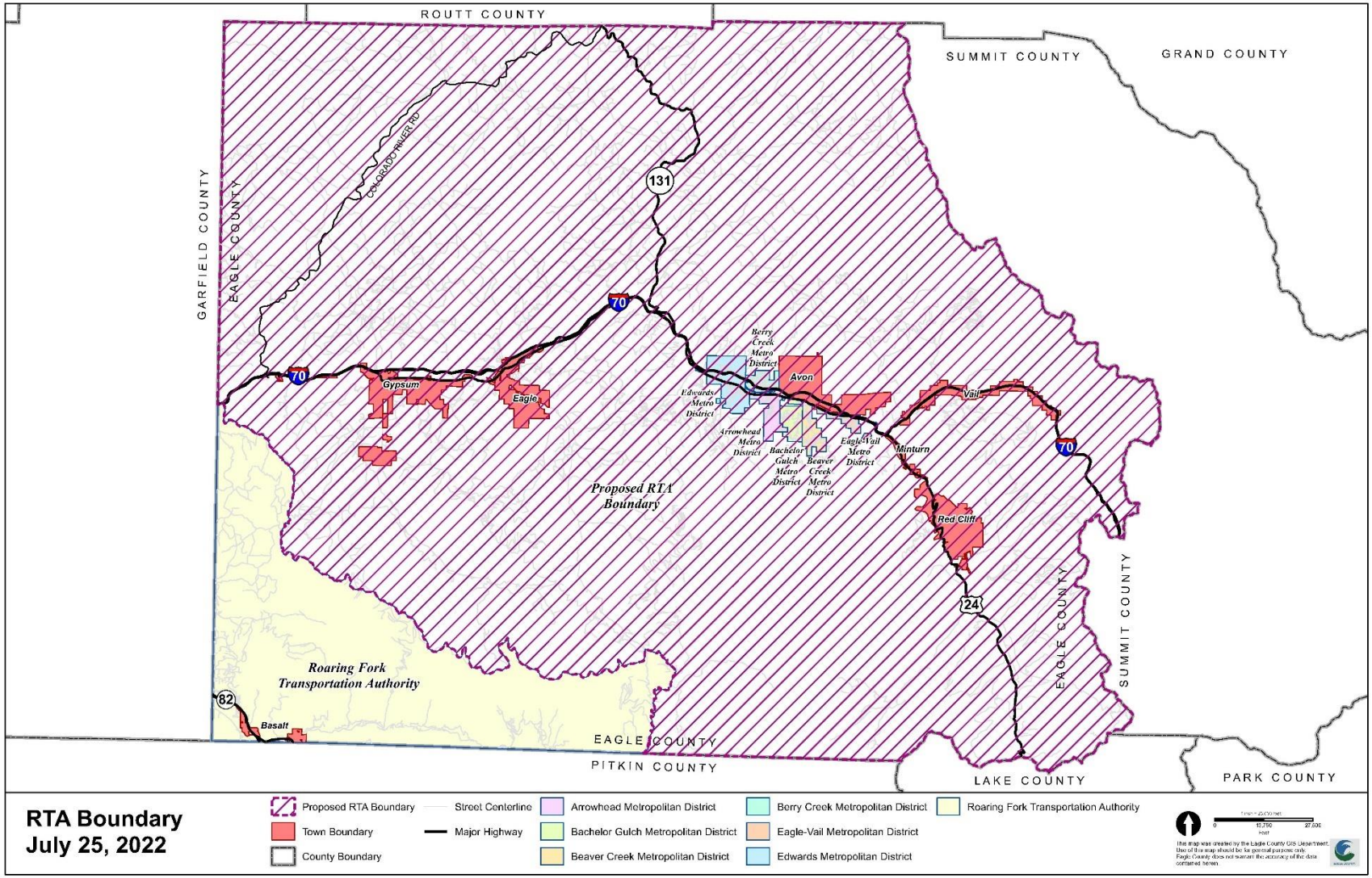

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APPENDIX A-2

Authority Boundary Description

The Initial Boundaries of the Authority shall consist of:

1. In accordance with Section 2.05(b) of the Agreement, if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question each approve their respective ballot questions:
    a. all territory within the Town of Avon and all territory subsequently annexed to the Town of Avon;
    b. all territory within the Beaver Creek Metropolitan District and all territory subsequently included into the boundaries of the Beaver Creek Metropolitan District;
    c. all territory within the Town of Vail and all territory subsequently annexed to the Town of Vail; and
    d. all territory within Eagle County, excluding:
        i. territory within the Town of Avon, the Beaver Creek Metropolitan District, the Town of Eagle, the Town of Gypsum, the Town of Minturn, the Town of Red Cliff, the Town of Vail; and
        ii. territory within the boundaries of the Roaring Fork Transportation Authority; and
2. Additionally, subject to Section 2.05(b) of the Agreement:
    a. if the Town of Eagle electors approve the Eagle Question, all territory within the Town of Eagle and all territory subsequently annexed to the Town of Eagle;
    b. if the Town of Gypsum electors approve the Gypsum Question, all territory within the Town of Gypsum and all territory subsequently annexed to the Town of Gypsum;
    c. if the Town of Minturn electors approve the Minturn Question, all territory within the Town of Minturn and all territory subsequently annexed to the Town of Minturn; and
    d. if the Town of Red Cliff electors approve the Red Cliff Question, all territory within the Town of Red Cliff and all territory subsequently annexed to the Town of Red Cliff.

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APPENDIX B-1

BALLOT ISSUE [2A] – TOWN OF AVON

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-2

BALLOT ISSUE [6A] – BEAVER CREEK METROPOLITAN DISTRICT

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-3

BALLOT ISSUE [2B] – TOWN OF EAGLE

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-4

BALLOT ISSUE [2C] – TOWN OF GYPSUM

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-5

BALLOT ISSUE [2D] – TOWN OF MINTURN

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
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- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-6

BALLOT ISSUE [2E] – TOWN OF RED CLIFF

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-7

BALLOT ISSUE [2F] – TOWN OF VAIL

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE "EVTA IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX B-8

BALLOT ISSUE [1B] – EAGLE COUNTY

FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY ("EVTA") TAXES BE INCREASED $15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

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- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

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APPENDIX C

Initial Service Goals

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Eagle Valley Transportation Authority
Regional Transportation Service Goals

The newly established Eagle Valley Transportation Authority, ("Authority"), shall use reasonable efforts to achieve the following:

1. **Assume Responsibility for Existing ECO Transit Service**

   The Authority shall assume responsibility for existing transit service as currently provided by the Eagle County Regional Transportation Authority, ("ECO Transit"), as of January 1 of the year following RTA formation, as further detailed in the Transition Plan.

   Within 12 months of RTA formation, the Authority shall develop and implement a fare-free transit zone with expanded service, to include portions of Avon, Vail, Minturn and Beaver Creek, as a replacement for ECO's existing Vail/Beaver Creek Express service.

2. **Increase Service on Current ECO Routes**

   The Authority shall begin planning for one or more of the following enhancements, to be introduced as soon as equipment, staffing, and facilities allow:

   - Increased capacity and/or service frequency on Highway 6.
   - Increased all-day service frequency on Valley Route, including additional daily connections to Doster.
   - Increased service to/from Leadville.

3. **Develop and Implement New Transit Routes**

   Develop and implement new transit service no later than December 31, 2024, to meet needs identified during the Authority formation process, including but not limited to:

   1) Eagle-Gypsum Circulator
      Regular transit service connecting the Towns of Eagle and Gypsum that promotes increased circulation in/between these communities and provides efficient connection to other regional routes.
   2) Limited Stop Express Service
      Additional rush hour express service targeting peak workforce commute hours.
   3) Airport Express Service
      Additional service connecting Eagle County Airport to Avon, Beaver Creek, and Vail

   In addition, the Authority may explore the feasibility of offering additional regional transit services as needs are identified in future Transit Development plans.

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4. Accelerate Conversion of Fleet and Facilities to Zero-Emission Operations

The Authority shall take the following steps toward zero-emission operations:

1) Conversion of ECO's existing Highway 6 bus service to a zero-emission platform, on a timeframe that evaluates available grant funds, anticipated increases in range and performance capacity of zero-emission buses, and allocation of available Authority funds to other expenditures which may increase ridership.

2) Development of zero-emission plans, timelines, and budgets for additional routes and facilities as outlined in an initial RTA Transit Development Plan, to be created following RTA formation.

5. Invest in Transit-Related Facilities and Infrastructure

The Authority shall allocate a portion of available revenues to upgrade existing facilities to support planned service expansion. In addition, funds will be set aside in a capital improvement fund to support fleet replacement and future construction of essential transit-related and transit-supportive facilities. Uses of these funds may include:

1) Expansion of the existing Swift Gulch or MSC facilities to support additional operations and/or dedicated staff housing.

2) Construction and/or expansion of additional facilities as identified in the initial Transit Development Plan (TDP).

6. Support Local Air Service

The Authority will pledge funding to support expanded year round air service for residents and visitors of Eagle County.

7. Regional Transportation System Planning

The Authority shall embark on a 5-year Transit Development Plan (TDP) as one of its first tasks upon formation. This plan should be completed within 12-18 months of the appointment of the initial Authority Executive Director.

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APPENDIX D

Transition Plan Framework

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Eagle Valley Transportation Authority Transition Plan Framework

Eagle County's pledge of a portion of the Countywide .5% Mass Transportation sales tax and transfer of associated assets is contingent upon the interim RTA Board and Eagle County mutually agreeing to a Transition Plan following voter approval of the RTA. Transfer of funding will require completion of specific required elements as outlined in that Transition Plan. This document outlines Eagle County's expectations regarding the minimum administrative, legal, accounting, and financial procedures that must be established by the RTA in order to transfer responsibility for the operation of current ECO Transit services.

Continuity of Service:

The RTA is expected to take on the responsibility for providing current ECO Transit service while simultaneously pursuing additional improvements and economies of scale with new funding generated by the RTA sales tax. A portion of Eagle County's existing 0.5% sales tax is expected to fund current ECO Transit service or its functional equivalent in terms of hours, frequency, and geographic coverage. This equates to target ECO Transit seasonal service levels during the Transition Period and beyond equivalent to at least 85% of the Winter 2021/2022 and Summer 2022 scheduled service hours below:

Route	Daily Service Hours - Winter Season	Daily Service Hours - Summer Season
Valley	75.4	69.79
Highway 6	132.12	107.33
Leadville	11.15	9.38
Minturn	13.5	10.5
Vail-BC Express	13.33	0
Total	245.5	197

Any significant reduction to the geographic coverage of service or service standards must be recommended by the RTA Board and approved by the Board of County Commissioners, unless a different arrangement is agreed to by both parties. This requirement applies to service that has traditionally been provided by ECO Transit only. Expansion, enhancement, or reduction of services initiated by the RTA remain the sole responsibility of the RTA Board. This service equivalency requirement does not preclude

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the reasonable restructuring or realignment of these routes in the future by the RTA, provided geographic coverage equivalent to the above routes is maintained and the impetus for specific route changes is to create operational efficiencies and leverage new economies of scale.

Phased Transition of Current Operations:

The RTA will assume responsibility for ECO Transit operations in several phases as the relevant administrative and management capacity can be developed. Transition of various aspects of ECO Transit operations to the RTA will not occur until specific administrative, financial, and legal requirements have been met. Full transition will require the transfer of revenue, assets, personnel, and existing contractual agreements, as well as the creation of new agreements and/or other mechanisms for providing legal, administrative, IT, financial, and other services that are currently provided by other County Departments. The cost of these services is partially reflected by the $600k/year administrative fee included in ECO Transit's annual budget, but actual costs for these services may differ depending on how the RTA chooses to staff or contract for these elements. A minimum of $750,000/year should be included in the initial RTA budget to compensate the County for administrative services that may continue to be performed on behalf of the RTA during the transition period.

Management of the transition process and ongoing RTA liaison activities will require one Eagle County FTE. This position will be expected to manage the revenue transfer process, any future contracts between the County and RTA, and coordinate ECG's ongoing County-specific involvement in transit/transportation issues County-wide.

Proposed transition phases include:

Phase 1: Administrative Establishment

As a new legal entity, the RTA will need to establish a minimum administrative structure before hiring permanent staff and assuming responsibility for current or future operations. Administrative establishment procedures will begin as soon as reasonably possible upon approval of the ballot measures.

Administrative establishment procedures will include:

- Establishing the RTA Board;
- Establishing a regular RTA Board meeting schedule and Board procedures;

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- Identifying and contracting an Interim Executive Director (ED) to facilitate the administrative start-up process;
- Contracting for Interim Legal Services;
- Identifying and staffing subcommittees, if desired, to assist with administrative tasks;
- Developing a proposed RTA start up budget; and
- Developing and issuing consultant/vendor RFPs to support the RTA during the Transition Period.

Phase 1 elements are expected to take up to 12 months.

Phase 2a: Further Development of Administrative Policies and Procedures

Once Board processes have been established and legal counsel is on board the interim ED will work with the board to establish additional administrative policies and procedures to allow for the hiring of permanent personnel, including a permanent Executive Director, and executing appropriate additional contracts and agreements for service.

Phase 2b: Transition of Revenues and Financial Operations

Transition of revenues and financial operations may begin once Phase 1 Administrative establishment procedures have been completed, but are expected to begin by January 1, 2024. Specific activities in this area should include:

- Establishment of an administrative mechanism for recurring transfers of the relevant portion of the County's existing 0.5% mass transportation sales tax to the RTA;
- Full transfer of all responsibilities related to on-board and advanced pass sale revenue collection, including accounting and auditing procedures;
- Full transfer of Accounts Payable and Accounts Receivable functions to RTA staff or contractors; and
- Establishment of appropriate permanent financial accounting and audit procedures.

Revenue Transfer:

Current ECO Transit operations are funded by a Countywide sales tax for mass transportation of 0.5%, along with fare sales and advertising revenues. A minimum of

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10% of this mass transportation tax is used to fund ECO Trails. Portions of this tax collected in the Roaring Fork Valley are used to pay Eagle County's RFTA transit/trails contributions.

Recurring Sales Tax Collections

Eagle County will retain a minimum of 10% to a maximum of 15% of the county mass transit tax annually to cover salaries, construction, maintenance and debt service payments related to the Eagle Valley Trail.

The current expectation is for Eagle County to operate and maintain the Eagle Valley Trail through completion of all remaining trail segments as identified in the Eagle Valley Trails Plan. Eagle County may transfer trail ownership and maintenance to the RTA, along with revenues that exceed the debt service payment obligations of Eagle County, after December 31, 2024, subject to with BoCC and RTA Board approval. Planning activities for this transition, if agreed, may occur during the Transition Period.

Eagle County will also continue to retain the portions of this tax currently allocated to RFTA for transit and trail activities in the Roaring Fork Valley portion of Eagle County. These funds will continue to be transferred to RFTA as has been done in the past.
During the transition period, funds transferred will be net of all transit-related costs including any costs related to administrative, maintenance, or operations activities the County continues to perform on behalf of the RTA, including salaries and benefits of ECO Transit personnel who are providing RTA services. At the conclusion of the transition period, funds transferred will continue to be net of any payments for leases or services Eagle County provides to the RTA under IGAs, leases, or other relevant agreements between the two entities.

Farebox and Pass Sales

The RTA will establish a separate contract for Financial and Accounting services as soon as possible, with the expectation this contract will be in place by December 31, 2023. Eagle County will continue to collect and process farebox revenues according to established procedures pending the completion of the Phase 1 Administrative Establishment procedures. The RTA will assume responsibilities as soon as possible but no later than December 31, 2024.

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Advertising Revenue

Any outstanding contracts for advertising that generate revenue will be terminated by Eagle County in accordance with the prevailing contract terms and renegotiated and reprocured by the RTA unless otherwise agreed between Eagle County and the RTA.

Current Account Balances and Other Accruals

ECO Transit Fund Balance
ECO Transit's existing fund balance will remain with Eagle County to be used for transportation purposes consistent with the provisions of the existing sales tax. Portions of this fund balance may be transferred to the RTA on a case-by-case basis to support capital investments by request of the RTA Board and with the approval of the Board of County Commissioners.

Accrued Interest
Any interest accrued on the ECO Transit Fund Balance will remain with the County and not be included in regular revenue transfers.

Interdepartmental Transfer Revenue
ECO Transit operates service on behalf of other County Departments (Healthy Aging, MIRA). These contracts and operations will be transferred to the RTA no later than December 31, 2024. All other annual service contracts will be renegotiated by the RTA at its discretion, with the expectation that the RTA will be fully responsible for all of these services by December 31, 2024.

Phase 3: Transfer of Rolling Stock and Facilities

Rolling Stock:

All vehicles titled to ECG will be transferred to the new entity and titled/insured by December 31, 2024. A list of current ECO Transit vehicles is included as Attachment A. This includes transfer of any grant liabilities or CDOT liens, which are also identified in Attachment A.

Vehicle ownership will be transferred on a rolling basis to allow for continuity of operations while required administrative processing takes place, beginning in April 2024, following the conclusion of the Winter season. A maximum of 10 vehicles will be pulled out of service at any given time to undergo administrative processing. As a vehicle is registered and returned to service, another vehicle will enter the transfer process. Vehicles will be

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transferred to the RTA as expeditiously as possible, with the expectation that all vehicles will be registered to the RTA and enter RTA service by the start of the Winter 2024 season in late November. The RTA and Eagle County will enter into appropriate agreements to allow for continued operations by the other party, as applicable, following the transfer of ownership, until the full transition of operations to the RTA is complete. It is expected that the operating party will responsible for all legal liabilities, provision of insurance, and similar requirements associated with vehicle operations.

Three Avon Transit vehicles will be transferred to the RTA on a no-cost basis, to serve routes previously operated by Avon Transit that are being incorporated into the RTA. If necessary, this transfer will include the transfer of all grant liabilities or CDOT liens. These vehicles will be transferred together at the conclusion of Avon's Winter 2023-2024 season.

No vehicles owned by Vail Transit or Beaver Creek Transit are currently expected to transfer to the RTA.

Any future vehicle transfers will be governed by terms set by the RTA and the relevant jurisdiction.

Transit Facilities:

ECO Transit currently operates out of multiple facilities. These include County-owned facilities such as the Maintenance Service Center (MSC) in Gypsum, the Leadville Bus Barn, bus shelters, and park and rides; Avon's Swift Gulch facility; and the Vail Transportation Center (VTC). Some of these facilities will be transferred to the RTA while others will continue to host operations and/or maintenance under new IGAs with mutually negotiated provisions.

County-owned Facilities

Gypsum MSC
ECO Transit occupies a portion of this County owned facility. Accommodations will be made over the short term for the RTA to continue operating out of this facility via an IGA or other appropriate lease/agreement. It is Eagle County's expectation that the terms of this facility use agreement will be equivalent to terms offered by Avon, Vail, or any other member jurisdiction that may house RTA facilities in the future.

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At the outset, the IGA will include all areas currently included in ECO Transit's existing space allocation, i.e. the bus barn/storage area, and ECO Transit staff offices in buildings A and B.

Note that this facility is on Airport owned land and is subject to FAA lease/operating terms. Lease rates will be calculated based on fair market value rates in the area. Lease terms will not exceed the maximum years allowed by FAA regulations.

Leadville Bus Barn
The County owns a bus barn in Leadville. ECO Transit currently bases two vehicles at this facility and rents remaining space to Summit Stage. The County will continue to own and maintain this facility, renting the currently occupied space to the RTA at cost. The County will continue to rent space to Summit Stage at its discretion.

Bus Shelters and Park and Rides
The RTA will assume responsibility for planning, construction, and maintenance of shelters and Park and Rides by December 31, 2024. Eagle County will retain ownership of all land and right of way, unless and until transferred to the RTA. All necessary easements shall be in place by December 31, 2024, and include appropriate liability insurance policies. A list of these assets is included in Attachment A.

Avon-owned Facilities

Avon Regional Transit Facility (Swift Gulch)
The Avon Regional Transit Facility was built just over 10 years ago with assistance of Federal TIGER grant funding. The facility was always envisioned to serve as the up-valley hub to support regional transit in addition to serving Avon's transit. Swift Gulch serves as a secondary base for vehicles storage and maintenance. It is anticipated that this facility will increase in importance as a mid-Valley operating base for the RTA.

Operations out of this facility are currently governed by an IGA. Under current terms, ECO Transit pays a per-bay fee plus a proportional share of Capital, Operations and Maintenance ("O&M"), and Asset Management costs. Capital and Asset Management charges are fixed for the term of the Agreement. O&M Costs are audited each year and subject to change upon written notice by the Town of Avon no later than June 1 of any given year, with any changes effective by January 1 of the succeeding year. Maintenance and fueling activities performed by Avon/Swift Gulch staff are charged an hourly rate plus materials at a 15% markup. ECO Transit currently rents 9 spaces under this agreement.

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Avon and the RTA will conclude a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Avon, included as Attachment B.

Going forward, Avon has begun a design process to construct a new Public Works facility with the intent to move all Operations, Engineering and Building and Facilities personnel and operations out of the Avon Regional Transit Facility. The target date for this move is 2025, after which the Avon Regional Transit Facility footprint could be expanded to support the RTA's regional transit operations. Avon has already begun seeking potential design and construction grants to expand the Avon Regional Transit Facility in anticipation of this future need.

Vail-owned Facilities

Vail Transportation Center

ECO Transit has an IGA with the Town of Vail for use of the Customer Service Booth and to operate out of the facility, included as Attachment C. This IGA will be renegotiated between the RTA and Town of Vail, with a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Vail.

The Town of Vail is currently developing plans to expand and upgrade the Vail Transportation Center facility into a full-scale mobility hub. This work includes the expansion of the capacity of the facility to handle the increased use for all transit providers including ECO/RTA as they expand, and to provide charging capabilities for electric transit vehicles as the fleets transition. This is the busiest stop in the entire ECO Transit system. This project is currently in the CDOT 10-year plan at a value of $15.0M and was the number one transit project in the Intermountain planning region. The town recently applied for a $1.5M Multimodal Options Fund (MMOF) expenditure which the town is providing half as a match and the MMOF Grant the other half to begin design work for this facility.

ECO Transit current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays, and the Town of Vail has paid for all operations, maintenance and capital investments over the years. It is expected the RTA will continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

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Lionshead Transit Center
ECO Transit's current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays and the town has paid for all operations, maintenance and capital investments over the years. It is expected the RTA would continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

Other Facilities

Lake Creek Village
ECO Transit operations at this facility are currently authorized under an encroachment license with the property owner. This encroachment license will be transferred to the RTA as soon as possible, but no later than December 31, 2024.

Phase 4: Transfer of Administrative Responsibilities and Personnel

During the transition period, the RTA will make specific decisions regarding the number of direct-hire staff needed and what, if any, administrative and technical functions may be contracted out. ECO Transit is only partially staffed with respect to these organizational functions and as a result pays an annual "administrative service fee" to the County for providing these services. This fee is based on a percentage of ECO's budget and varies from year to year, but it is generally around $600k. Contracts for functions that must be stood up independently such as Legal, Finance, and HR are expected to be executed during Phase 1 of the transition prior to any transfer of revenues or other responsibilities.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA, or other arrangements are made. All decisions regarding the transition of administrative personnel shall be made by January 1, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transfer period.

Administrative personnel will be eligible to be transitioned once Eagle County confirms adequate administrative and financial procedures are in place. Staff positions that may be impacted during an initial round of transitions are:

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Position	Associated FTE
ECO Transit Director	1
ECO Administrative and Customer Service Staff	4
ECO Transit Technology Staff	2
ECO Transit Planning Staff	1
Total Impacted FTE	8

Some specific considerations have already been identified with respect to Information Technology (IT) and the assumption of responsibility for State and Federal grant agreements. These are outlined below.

Specific Needs Related to Information Technology:

ECO Transit uses technology software and hardware that to a large extent are a part of the overall Eagle County IT ecosystem. The implementation of this technology ecosystem was never designed with any thought towards breaking off the ECO Transit components and operating them independently. Note that of the technology software and hardware specific to ECO Transit, much of it is legacy technology that is currently under review for both right-sizing and potential transition to a cloud-based model, whether or not RTA formation is successful.

Standing up a sustainable and independent technology function within 24 months of RTA formation may be impractical and cost prohibitive due to the lead time and resources necessary. RTA and Eagle County may determine to enter into an IGA for technology services until the RTA stands up its own capacity.

Some specific technology functions that should be addressed and related considerations include:

Backend Hardware: Server instances are highly virtualized and both server and storage hardware is shared across all departments. Actual individual hardware components involved are fairly minimal in number, with system redundancy considerations being a

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significant element of overall design. It would be difficult to separate single pieces of hardware from one another and still have acceptable system redundancy (for both Eagle County and / or the RTA). Provisions for shared access to this hardware should be included in a future IGA until the RTA no longer operates at the Gypsum MSC or makes other arrangements for servers/storage.

Backend Software: Eagle County IT provides ECO Transit with both Enterprise software that is common to all Eagle County departments, as well as Line of Business (LOB) software unique to ECO's specific operating needs. Regarding the Enterprise software (Financials, HR / Payroll, Office Productivity, etc.), the RTA should select and implement their own systems based upon perceived needs and costs. The RTA should begin the process of identifying and contracting vendors for this process during the Phase 1 Administrative Establishment period.

In general, LOB software can be transferred to the RTA. The main issue centers on the highly complex Clever Devices CleverWorks solution which forms the backbone of ECO's vehicle location, communication, and data collection systems. ECO Transit currently has a vision of replacing CleverWorks with a more fit for purpose system. Assuming the short term outlook for this application, it would likely not make sense to invest in the required technology hardware and personnel resources necessary to port this system over to the RTA. Arrangements should be made within the IGA for Eagle County IT to continue providing support to this function until a new software system is identified and implemented, ideally by December 21, 2024.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

Networking Hardware / Software: The Gypsum MSC is one of ECO's primary operating locations and is expected to remain so during and after the transition to an RTA. The MSC also provides office space and facilities for a combination of other Eagle County departments which all depend on Eagle County networking services in order to utilize their various software applications. In general, all networking equipment located at the MSC will continue to be necessary to support ongoing Eagle County department operations, and therefore cannot be transferred to the RTA. Where there are exceptions, such as the fixed outdoor wireless antennas used to communicate data between buses and CleverWorks, these items may be transferred at cost. Additionally, transferring over any maintenance agreement aspects related to the networking hardware and software may or may not be viable. Arrangements should be made within the IGA for Eagle County IT to continue providing support for these functions indefinitely. This arrangement would

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require the RTA and associated users to comply with all Eagle County requirements regarding network security or forfeit access to the system.

Personal Computers: Personal computers assigned to ECO Transit staff can be physically transferred to the RTA if desired by both parties. Potential issues that may arise are associated with the privacy considerations (data on the PC) as well as software licensing. Prior to any transfer Eagle County IT will format the PC hard drives, wiping all data and rebuilding with software licensed by RTA. Any equipment transferred will be transferred at cost.

Peripheral Equipment: Printers / scanners, etc. County owned devices can simply be physically transferred over to the RTA. Multi function printers may require contractual amendments in order
to move over any applicable maintenance function. Any equipment transferred will be transferred at cost.

Software Licenses: 1) Vendor licensing pertaining to LOB software can likely be transferred to the RTA given requisite contracting amendments are implemented. 2) Enterprise software licensing will likely require new purchases / agreements 3) Windows Operating System licenses likely can not be transferred and will have to be purchased as well.

Voice Services: County provided cellular phones can be transferred if the RTA wants to provide such a service to their staff. Traditional voice phone service will require the RTA to implement its own voice system.

State and Federal Grant Agreements:

ECO Transit accesses state and federal grant dollars for administrative and operating costs, rolling stock replacement, as well as other capital and/or planning projects. All ongoing capital grants and related reporting requirements will transfer to the RTA at the beginning of CDOT's 2025 fiscal year (July 1, 2024).

The RTA will apply for state capital and operating grants as a separate entity from CDOT's FY 2025 onwards, with the expectation that all of these elements will be fully transitioned by the beginning of CDOT's 2025 fiscal year (July 1, 2024).

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Phase 5a: Transfer of Vehicle Maintenance Responsibilities and Personnel

ECO Transit Fleet vehicles are currently maintained by Eagle County's Fleet Department, with some services performed by the Town of Avon under an IGA. There are 2.5 Fleet Care Technicians/Transit Vehicle Detailers that are current employees of the ECO Transit department, along with one Fleet Asset Supervisor.

Fleet Maintenance:

Costs for maintenance, fueling, lubricants, parts, etc. are budgeted in the ECO Transit fund and paid via departmental transfer. Estimated costs are based on estimated (budget) and actual service hours. Upon RTA formation, it is assumed that Eagle County's fleet department will continue to provide these services for the RTA via an IGA with specified hours and costs, on terms similar to those contained in the sample IGAs included as Attachment D. The RTA will not be under any long term obligation to continue to utilize Eagle County's fleet department.

The Town of Avon performs fueling and limited maintenance for ECO Transit vehicles housed at the Swift Gulch facility via an IGA. Service is performed at the Fleet Maintenance Facility adjacent to the Avon Regional Transit Facility. Approximately 65-70% of the operations are fleet maintenance for vehicles and rolling stock for other public entities. Beaver Creek and ECO Transit buses are a substantial portion of this other local government maintenance work. Avon intends to continue offering fleet maintenance service at cost. Specific provisions for fleet maintenance performed at this facility will be included in the new IGA between the RTA and the Town of Avon referenced elsewhere in the Transition Plan. A sample of this IGA is included as Attachment B.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

Transit Fleet Care Team:

ECO Transit currently employs one Fleet Asset Supervisor, two full-time year-round Transit Fleet Care Technicians, and one winter seasonal Fleet Care Technician.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient

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revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Fleet Care personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions include:

Position	Associated FTE
Fleet Asset Supervisor	1
Fleet Care Technicians	2.5 (includes a Winter seasonal position)
Total Impacted FTE	3.5

Phase 5a: Transfer of Transit Facility Maintenance Responsibilities and Personnel

Trail and Facility Maintenance Personnel:

ECO Transit and ECO Trails currently share 3 FTE with combined responsibilities for Transit and Trails maintenance. One of these three positions is currently funded by ECO Trails.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA.

Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Transit/Trails Maintenance personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during an initial round of transitions are:

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Position	Associated FTE
Transit/Trails Maintenance Supervisor	1
Transit Trails Maintenance Technicians	2
Total Impacted FTE	3

Eagle County may also choose to retain the FTE position currently funded by trails and/or add additional personnel to be paid in the future out of the Trails budget. Maintenance responsibilities related to the existing Eagle Valley Trail could also be included as a component of the future IGA for services between Eagle County and the RTA. Costs associated with any maintenance agreement(s) will be subtracted from the RTA's obligations to Eagle County.

Phase 6: Full Transfer of Operational Responsibilities and Personnel

Full transfer of operational responsibilities and personnel will take place during the last stage of transition, with the expectation the RTA will be responsible for either direct operation or contract administration related to all functions by the start of the 2024 Winter season in November.

Operations Personnel:

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Operations personnel shall be made but no later than July 31, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions are:

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Position	Associated FTE
Operations Manager	1
Safety and Training Supervisor	1
Road Supervisors	4
Dispatchers	4
Bus Operators	51
Total Impacted FTE	61

Attachments:
ATTACHMENT A - INVENTORY OF ECO TRANSIT ASSETS
ATTACHMENT B - SAMPLE SWIFT GULCH IGA
ATTACHMENT C - SAMPLE VAIL TRANSPORTATION CENTER IGA
ATTACHMENT D - SAMPLE IGA FOR COUNTY FLEET SERVICE

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
BC0043	Bldg Imp	2009 Berry Creek Childcare building improvements	Facilities Manag - 190-Facilities Management	12/31/2009	$15,043.09
LBS001	Bldg	Leadville Bus Storage Facility	Facilities Manag - 190-Facilities Management	12/31/2008	$1,172,677.33
840401	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #865	ECO Trans - 405-ECO Transit Authority	05/02/2005	$290,427.00
840501	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #866	ECO Trans - 405-ECO Transit Authority	05/02/2005	$290,427.00
848901	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #867	ECO Trans - 405-ECO Transit Authority	08/03/2006	$343,794.00
849001	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #868	ECO Trans - 405-ECO Transit Authority	08/30/2006	$343,794.00
858001	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #871	ECO Trans - 405-ECO Transit Authority	11/01/2007	$371,363.00
858101	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #872	ECO Trans - 405-ECO Transit Authority	11/01/2007	$371,363.00
858201	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #873	ECO Trans - 405-ECO Transit Authority	11/01/2007	$360,363.00
858301	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #874	ECO Trans - 405-ECO Transit Authority	11/01/2007	$360,363.00
858401	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #875	ECO Trans - 405-ECO Transit Authority	11/01/2007	$360,363.00
859301	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #876	ECO Trans - 405-ECO Transit Authority	12/17/2008	$372,919.00
859401	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #877	ECO Trans - 405-ECO Transit Authority	12/17/2008	$372,919.00
859501	Equipment-Heavy Vehicles	2008 Gillig BRT Low Floor Transit Bus #879	ECO Trans - 405-ECO Transit Authority	12/17/2008	$361,919.00
859601	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #878	ECO Trans - 405-ECO Transit Authority	12/17/2008	$361,919.00
864401	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #880	ECO Trans - 405-ECO Transit Authority	10/28/2009	$379,893.00
864501	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #881	ECO Trans - 405-ECO Transit Authority	10/29/2009	$379,893.00
864601	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #882	ECO Trans - 405-ECO Transit Authority	10/30/2009	$363,924.00
866101	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #884	ECO Trans - 405-ECO Transit Authority	10/29/2010	$383,488.00
866201	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #883	ECO Trans - 405-ECO Transit Authority	10/28/2010	$383,488.00
866301	Equipment-Heavy Vehicles	2010 Chevrolet Paratransit Bus # 455	ECO Trans - 405-ECO Transit Authority	05/20/2010	$111,715.50
869901	Equipment-Heavy Vehicles	2012 Gillig BRT Low Floor Transit Bus #885	ECO Trans - 405-ECO Transit Authority	12/12/2012	$426,269.00
872901	Equipment-Mach & Equip	Jetsort Cash Counting Machine	ECO Trans - 405-ECO Transit Authority	12/04/2013	$11,822.00
873001	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #889	ECO Trans - 405-ECO Transit Authority	10/18/2013	$429,490.00
873101	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #888	ECO Trans - 405-ECO Transit Authority	10/17/2013	$429,490.00
873201	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #886	ECO Trans - 405-ECO Transit Authority	10/16/2013	$429,490.00
873301	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #887	ECO Trans - 405-ECO Transit Authority	10/16/2013	$429,490.00
873501	Equipment-Heavy Vehicles	2007 Gillig LF BRT #869	ECO Trans - 405-ECO Transit Authority	03/19/2013	$28,000.00
873601	Equipment-Heavy Vehicles	2007 Gillig LF BRT #870	ECO Trans - 405-ECO Transit Authority	03/19/2013	$28,000.00
876201	Equipment-Heavy Vehicles	2014 Gillig BRT Low Floor Transit Bus #890	ECO Trans - 405-ECO Transit Authority	12/10/2014	$443,839.00

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Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
876301	Equipment-Heavy Vehicles	2014 Gillig Low Floor BRT Transit Bus, 40' #891	ECO Trans - 405-ECO Transit Authority	12/10/2014	$443,839.00
883101	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #456	ECO Trans - 405-ECO Transit Authority	02/10/2016	$125,935.00
883201	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #457	ECO Trans - 405-ECO Transit Authority	02/10/2016	$123,065.00
883601	Equipment-Heavy Vehicles	2016 Glaval Bus Entourage (Cutway) #458	ECO Trans - 405-ECO Transit Authority	11/04/2016	$125,908.00
883701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility Bus #459	ECO Trans - 405-ECO Transit Authority	10/04/2016	$135,749.00
883801	Equipment-Mach & Equip	Stationary Vault	ECO Trans - 405-ECO Transit Authority	04/28/2016	$117,505.00
886401	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #892	ECO Trans - 405-ECO Transit Authority	08/14/2017	$434,885.00
886501	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #893	ECO Trans - 405-ECO Transit Authority	08/14/2017	$434,885.00
886601	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #894	ECO Trans - 405-ECO Transit Authority	08/14/2017	$434,885.00
886701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility - #460	ECO Trans - 405-ECO Transit Authority	08/18/2017	$149,336.00
890901	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #896	ECO Trans - 405-ECO Transit Authority	09/17/2018	$465,915.00
891001	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #895	ECO Trans - 405-ECO Transit Authority	09/17/2018	$465,915.00
893201	Equipment-Heavy Vehicles	2018 Arboc Spirit of Mobility	ECO Trans - 405-ECO Transit Authority	11/16/2018	$154,887.00
895101	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	$13,369.75
895201	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	$13,369.75
895301	Equipment-Heavy Vehicles	Gillig "Low Floor BRT' Transit Bus 40 Foot Length #897	ECO Trans - 405-ECO Transit Authority	09/25/2019	$463,261.00
895401	Equipment-Heavy Vehicles	Gillig "Low Floor BRT' Transit Bus 40 Foot Length #898	ECO Trans - 405-ECO Transit Authority	06/27/2019	$463,261.00
895501	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #899	ECO Trans - 405-ECO Transit Authority	06/28/2019	$463,261.00
895701	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	$14,505.75
895801	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	$14,505.75
895901	Equipment-Mach & Equip	Odssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	$14,505.75
BG0048	Bldg Imp	Leadville Bus Barn	ECO Trans - 405-ECO Transit Authority	12/31/1997	$52,540.00
EC0001	Land	Leadville Land Purchase	ECO Trans - 405-ECO Transit Authority	12/31/2007	$165,607.00
ECO002	Equipment-Comp Software	Para Transit Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	$20,890.28
ECO003	Equipment-Comp Software	ECO AVM System	ECO Trans - 405-ECO Transit Authority	08/11/2014	$50,782.64
ECO004	Equipment-Mach & Equip	ECO Video Surveillance Equipment	ECO Trans - 405-ECO Transit Authority	10/31/2014	$113,930.00
ECO005	Equipment-Comp Software	ECO Pass Auto Fare Media	ECO Trans - 405-ECO Transit Authority	05/31/2014	$24,894.34
LBS002	Bldg Imp	2015 Leadville Bus Storage Facility Building Improvements (Solar)	ECO Trans - 405-ECO Transit Authority	11/02/2015	$43,990.00

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0001	Bldg	1998 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/1999	$63,589.00
TR0002	Bldg	1999 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/2000	$154,939.00
TR0003	Bldg	2001 Bus Shelter Construction	ECO Trans - 405-ECO Transit Authority	01/01/2002	$161,532.00
TR0025	Land Imp	Eagle Park-n-Ride Parking Lot	ECO Trans - 405-ECO Transit Authority	12/03/1999	$187,188.00
TR0030	Bldg Imp	ECO PV Lighting System for Bus Shelters in Eagle County	ECO Trans - 405-ECO Transit Authority	11/01/2000	$41,575.00
TR0033	Equipment-Comm Equip	800 Mhz Upgrade	ECO Trans - 405-ECO Transit Authority	12/31/2000	$104,973.00
TR0039	Land Imp	Shelter 53-Eagle Valley HS Parking Lot Paving	ECO Trans - 405-ECO Transit Authority	11/12/2002	$28,787.00
TR0045	Bldg	Shelter 100 - Lake Creek Village Apts - Lake Creek Com Station	ECO Trans - 405-ECO Transit Authority	12/26/2002	$11,343.00
TR0047	Land Imp	Shelter 79-Minturn Forest Service Land Improvements	ECO Trans - 405-ECO Transit Authority	12/31/2003	$50,878.00
TR0050	Bldg	Shelter 30 - Bear Lot	ECO Trans - 405-ECO Transit Authority	05/23/2006	$24,264.00
TR0052	Bldg	Shelter 32 - Forest Service	ECO Trans - 405-ECO Transit Authority	12/31/2007	$17,763.00
TR0053	Bldg	Stone Creek Bus Shelter #33	ECO Trans - 405-ECO Transit Authority	12/31/2007	$17,297.00
TR0057	Bldg	Colorado Mountain College, West Bus Shelter #35	ECO Trans - 405-ECO Transit Authority	12/02/2008	$11,430.78
TR0061	CIP	Eagle River Village - MHP Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/31/2018	$20,980.00
TR8441	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	10/28/2020	$985,041.00
TR8442	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	$985,041.00
TR8443	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	$985,041.00
ECO001C	Equipment-Comp Software	AVL/CAD Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	$1,001,890.72
TR0051R	Bldg	Miller Ranch Replacement Bus Shelter #31R	ECO Trans - 405-ECO Transit Authority	12/31/2008	$12,288.17
TR0058C	Bldg	Freedom Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	11/18/2019	$205,907.53
TR0059C	Bldg	Avon Station Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/09/2019	$108,239.83
TR0060C	Bldg	Dotsero Mobile Home Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	08/15/2019	$37,806.59
TR0063c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	$144,818.11
TR0064c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	$144,818.10

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0065c	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	$144,818.11
858501	Equipment-Mach & Equip	2008 Toolcat Work Machine	EV Trails - 606-EV Trails	04/02/2008	$42,065.00
894501	Equipment-Mach & Equip	2019 John Deere 1025R Tractor Mower	EV Trails - 606-EV Trails	09/16/2019	$22,279.38
BC0085	Infrastructure-Trails	Freedom Park Parking Spots	EV Trails - 606-EV Trails	12/31/2007	$28,994.00
TRL001	Infrastructure-Trails	Edwards Bike Path	EV Trails - 606-EV Trails	05/06/1999	$275,000.00
TRL002	Infrastructure-Trails	E Edwards Trail	EV Trails - 606-EV Trails	01/01/2001	$78,702.00
TRL004	Infrastructure-Trails	Willits Trail Funding	EV Trails - 606-EV Trails	11/16/2000	$15,000.00
TRL005	Infrastructure-Trails	Honeywagon Trail Project	EV Trails - 606-EV Trails	12/22/2000	$35,000.00
TRL006	Infrastructure-Trails	Eagle Vail Trail	EV Trails - 606-EV Trails	12/31/2005	$677,886.00
TRL007	Infrastructure-Trails	Donavan/Honeywagon Trail	EV Trails - 606-EV Trails	01/01/2002	$103,165.00
TRL010	Infrastructure-Trails	2000 E Edwards Trail Project	EV Trails - 606-EV Trails	12/31/2000	$486,034.00
TRL013	Infrastructure-Trails	Avon to Dowd Trail Project	EV Trails - 606-EV Trails	12/20/2002	$22,884.00
TRL030	Infrastructure-Trails	Avon to Dowd Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	$65,910.00
TRL040	Infrastructure-Trails	Gypsum Dotsero Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	$34,508.00
TRL051	Infrastructure-Trails	Eagle to Gypsum Trail	EV Trails - 606-EV Trails	12/31/2007	$1,214,689.00
TRL063	CIP	Avon to Eagle-Vail Phase 4, Business District Construction in Progress	EV Trails - 606-EV Trails	12/31/2015	$25,618.40
TRL064	CIP	Avon to Eagle-Vail, Business District to Kayak Crossing Trail 1152-191-8160.99 31904.Phase5	EV Trails - 606-EV Trails	12/31/2020	$42,845.90
TRL065	CIP	Dowd Junction Trail 1152/2150-191-8160.99 31915.Down Junction	EV Trails - 606-EV Trails	12/31/2020	$13,143.25
TRL071	Infrastructure-Trails	Cooley Mesa Trail	EV Trails - 606-EV Trails	12/31/2008	$25,793.75
TRL041C	Infrastructure-Trails	Gypsum to Dotsero Phases V I-70 Overpass of Hwy 6 to River Road	EV Trails - 606-EV Trails	12/31/2014	$367,669.66
TRL043C	Infrastructure-Trails	Gypsum to Dotsero Phases 2 and 3 BLM Horse Pasture to BLM Lava Parcel	EV Trails - 606-EV Trails	12/31/2014	$709,893.48
TRL052B	Infrastructure-Bridges	2019 Addition from CIP	EV Trails - 606-EV Trails	12/31/2019	$127,569.16
TRL052C	Infrastructure-Trails	Eagle to Horn Ranch Trail	EV Trails - 606-EV Trails	12/31/2019	$7,891,561.15
TRL060C	Infrastructure-Trails	Avon to Eagle-Vail Phase II Post Blvd to I-70 Ramp	EV Trails - 606-EV Trails	12/31/2012	$1,880,542.05
TRL061C	Infrastructure-Trails	Avon to Eagle-Vail Phase 1, Avon Rd to Post Blvd	EV Trails - 606-EV Trails	12/31/2014	$590,002.39
TRL062C	Infrastructure-Trails	Avon to Eagle-Vail Trail - Phase 3 - Avon Trail	EV Trails - 606-EV Trails	12/31/2014	$81,633.15

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Eagle County Government

Asset Listing

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
		Bridge			
Grand Total:				**108 Assets**	**$36,463,965.59**

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VEHICLE INVENTORY FUNDING

Bus Number	Year	VIN	Funding	Purchase Price	% Federal	$ Federal	% Local	$ Local	Grant Amount	Grant PO #	Lien Maturity Date
								$ -	$1,132,037	291001283	
886	2013	15GGD2710D1183048	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
887	2013	15GGD2712D1183049	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
888	2013	15GGD2719D1183050	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
889	2013	15GGD2710D1183051	5309	$429,490	66%	**$283,009**	34%	$146,481			2023
								$ -	$ 663,200	291001488	
890	2014	15GGD2715E1183077	5311	$443,839	75%	**$331,600**	25%	$112,239			2024
891	2014	15GGD2717E1183078	5311	$443,839	75%	**$331,600**	25%	$112,239			2024
892	2017	15GGD2719H3188873	5311	$434,885	78%	**$340,000**	22%	$ 94,885	$ 340,000	491000709	2027
			5311		48%	**$ 60,000**			$ 180,000	491000708	2025
456	2015	1FDGF5GT2FED21023	FASTER	$125,935	13%	**$ 16,666**	39%	$ 49,269	$ 50,000	491000717	2025
			5311		48%	**$ 60,000**			$ 180,000	491000708	2025
457	2015	1FDGF5GTXFED21027	FASTER	$125,935	13%	**$ 16,667**	39%	$ 49,268	$ 50,000	491000717	2025
			5311		47%	**$ 60,000**			$ 180,000	491000708	2026
458	2016	1FDGF5GT1GEC58885	FASTER	$126,908	13%	**$ 16,667**	40%	$ 50,241	$ 50,000	491000717	2026
459	2017	1GB6GUBG0G1281023	5317	$135,759	71%	**$ 96,000**	29%	$ 39,759	$ 96,000	491000778	2027
460	2017	1GB6GUBL4G1276792	FSTR	$149,336	70%	**$104,000**	30%	$ 45,336	$ 104,000	491001178	2027
893	2017	15GGD2710H3188874	5339	$434,885	79%	**$344,000**	21%	$ 90,885	$ 344,000	491001071	2027
894	2017	15GGD2712H3188875	Local	$434,885	0%	**$ -**	100%	$434,885	$ -	N/A	N/A
895	2018	15GGD2716J3191428	5339	$465,915	79%	**$370,400**	21%	$ 95,515	$ 370,400	491001279	2028
896	2018	15GGD2718J3191429	5339	$465,915	80%	**$372,732**	20%	$ 93,183	$ 372,732	491001291	2028
461	2018	1GB6GUBL3G1276069	5339	$154,887	57%	**$ 88,000**	43%	$ 66,887	$ 88,000	491001282	2028
									$ 1,111,827	491001458	
897	2019	15GGD2716K3192497	5339	$463,261	80%	**$370,609**	20%	$ 92,652			2029
898	2019	15GGD2718K3192498	5339	$463,261	80%	**$370,609**	20%	$ 92,652			2029
899	2019	15GGD271XK3192499	5339	$463,261	80%	**$370,609**	20%	$ 92,652			2029
201	2020	7JZTH13J6LL000282	VW Settlement	$985,041	47%	**$467,567**			$1,402,700	491002068	2030
			5339(c)		39%	**$383,334**	14%	$134,140	$1,150,000	491001931	2030
202	2020	7JZTH13J8LL000283	VW Settlement	$985,041	47%	**$467,566**			$1,402,700	491002068	2030
			5339(c)		39%	**$383,333**	14%	$134,142	$1,150,000	491001931	2030
203	2020	7JZTH13JXLL000284	VW Settlement	$985,041	47%	**$467,567**			$1,402,700	491002068	2030
			5339(c)		39%	**$383,333**	14%	$134,141	$1,150,000	491001931	2030
901	2021	15GGD2713M3195960	5339	$542,000	74%	**$400,000**	26%	$142,000		491002249	2031
903	2021	15GGD2717M3195962	5339	$542,000	74%	**$400,000**	26%	$142,000		491002249	2031
904	2021	15GGD2719M3195963	5339	$542,000	74%	**$400,000**	26%	$142,000	$1,200,000	491002249	2031
902	2021	15GGD2715M3195961	FSTR	$542,000	74%	**$400,000**	26%	$142,000	$400,000	491002266	2031
905	2021	15GGD2710M3195964	Local	$542,000	44%	**$237,161**	56%	$304,839		N/A	N/A

EAGLE COUNTY

Agenda Item Details

Meeting	Jan 01, 2050 - *****Signature Workflow*****
Category	A. BoCC Signature
Subject	3. Eighth Amendment to Regional Transportation Operations Facility IGA
Access	Public
Type	Action (Consent)
Preferred Date	Nov 09, 2021
Fiscal Impact	Yes
Dollar Amount	84,636.00
Budgeted	Yes
Budget Source	ECO Transit
Recommended Action	Approve

Public Content

Prepared By: Tanya Allen

Department: ECO Transit

Executive Summary: This is the annual renewal of the IGA between Eagle County and Avon for use of the Swift Gulch Transit facility. ECO currently stages up to 9 vehicles out of the facility. Buses staged at the facility are subject to negotiated lease, maintenance, cleaning, and fueling costs as outlined in the attachments provided.

Reviewing Attorney: Christina Hooper

Approved As To Form:

DocuSigned by:
Christina Hooper
FC69D7FCDF3A4BB...

- **BoCC signature?**: Yes
- **County Manager signature?: No**

DocuSigned by:
Rhea Silverkorn
444EFF6D9F7F48E...

1- Exhibit A-7 Lease Payment Calculation.pdf (264 KB)

2- Exhibit B Fleet Maintenance ECO.pdf (30 KB)

Administrative Content

Signature Required Information
Attach **ALL** exhibits, including the insurance certificate. **Do not attach the contract or resolution**, that will be provided by the reviewing Attorney.

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EIGHTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR BUS STORAGE & SERVICE AT THE I-70 REGIONAL TRANSPORTATION OPERATIONS FACILITY

THIS EIGHTH AMENDMENT ("Eighth Amendment") is effective as of 12/7/2021 by and between the Board of County Commissioners of Eagle County a body corporate and politic, doing business as ECO Transit (hereinafter "ECO"), located at 3289 Cooley Mesa Road, Gypsum, Colorado, and the Town of Avon a Colorado home rule municipality (hereinafter "Avon"), located at One Lake Street, Avon, Colorado. ECO and Avon shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an agreement dated the 29th day of October, 2013, for Bus Storage and Service at the I-70 Regional Transportation Operations Facility (the "Original Agreement"); and

WHEREAS, by a First Amendment dated the 9th day of December, 2014, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Second Amendment dated the 22nd day of December, 2015, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Third Amendment dated the 15th day of November, 2016, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fourth Amendment dated the 12th day of January, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fifth Amendment dated the 13th day of November, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Sixth Amendment dated the 17th day of December, 2019, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Seventh Amendment dated the 12th day of January, 2021, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, the Parties desire by this Eighth Amendment to further modify the scope of Services and compensation as set forth in the Original Agreement.

EIGHTH AMENDMENT

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NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the Parties agree as follows:

1. The Original Agreement shall be amended by the replacement in its entirety of Exhibit A (the Lease Payment Calculation), with the new Lease Payment Calculation attached hereto as **Exhibit A-7**, and incorporated herein by reference.

2. The Original Agreement shall be amended by the replacement in its entirety of Exhibit B (Avon Fleet Maintenance Service Rate Sheet), with the new Rate Sheet attached hereto as **Exhibit B-2**, and incorporated herein by reference.

3. Capitalized terms in this Eighth Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the Eighth Amendment conflict with, modify or supplement portions of the Original Agreement, the terms and provisions contained in this Eighth Amendment shall govern and control the rights and obligations of the parties.

4. Except as expressly altered, modified and changed in this Eighth Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof

5. This Eighth Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment to the Original Agreement the day and year first above written.

COUNTY OF EAGLE, STATE OF COLORADO,
By and Through Its BOARD OF COUNTY COMMISSIONERS

DocuSigned by:

By: Matt Scherr

Matt Scherr, Chair

Attest:

DocuSigned by:

By: Regina O'Brien

Regina O'Brien, Clerk to the Board

Town of Avon

DocuSigned by:

By: Signature Eric Heil

Name and Title: Eric Heil, Town Manager

Attest:

DocuSigned by:

By: Signature Brenda Torres

Name and Title: Brenda Torres, Town Clerk

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I-70 REGIONAL TRANSPORTATION OPERATIONS FACILITY
EXHIBIT A-7
LEASE PAYMENT CALCULATION

LEASE RATES AND CHARGES

Lease payment calculations consist of Capital, Operations and Maintenance ("O&M"), and Asset Management and will be charged as a budget neutral operation. Capital and Asset Management charges will remain fixed for the term of the Agreement. O&M costs will be audited each year and may be subject to change upon written notice by the Town of Avon no later than June1 of any given year, which adjustment shall take effect no sooner than January 1 of the succeeding year.

Operations and Maintenance Cost			
	FY 2021	FY 2022	Comments
		Projected Costs	
Utilities	$39,506	$35,086	$16,744.60 - Gas x 62% = $10,381
			$33,418.25– Electric x 62% = $20,719.32
			$4,929.21 – Water & Sanitation x 62% = $2,962.59
			Total: $10,381 + $20,719.32 + 2,962.59 + 3% inflation
Snow Management	$7,442	$7,442	Same: $11,812/year-all of Swift Gulch (60/40 Transit/Fleet)= $7,087 +5%
Pest Control	$900	$590	Orkin ($950*0.62%)
Security	$6,348	$4,247	Security, Alarms & sprinklers ($950*62%)
Broadband/Internet/Wi-Fi	$0	$3,224	$5,200*62%
Janitorial	$13,000	$10,230	contract and Avon Staff ($12,000 and $4,500)*62%=
Coffee Service	$2,100	$1,000	reduced
Computer and Printer	$0	$0	Currently using Avon Computer and ECO printer
Telephone	$1,550	$3,549	$5,724 x 62% (in suffort of security and alarms)
Insurance Premium	$11,195	$10,225	$16,491.91 x 62%
Building Maintenance (Facilities)	$27,030	$61,281	$37,550*62% + $38,000 emergency garage repair and maintenance (doors and Plumbing)
Total	$109,071	$136,873	
Per bus stall per month	$378.72	$475.25	

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SHARED CAPITAL INVESTMENT (Capital Portion)		
Local Match(credit $568,843 for residual value & for design contributions: ECO $238,000 & TOA $146,332	$1,289,489	funded via bonds by TOA
Number of Indoor Stalls	24	
interest rate	4.69%	TOA's bond rate
duration (years)	40	years
# monthly payments	480	months
equivalent monthly rate	0.39%	
Amortized capital, total	$53,729	/month
Amortized capital, per bus per month	**$248**	**/bus/month**
Amortized capital, per bus per season	$2,978.35	/bus/year

SHARED ASSET MANAGEMENT (AM portion)		
Target Asset Replacement Fund	$550,000	HVAC, pavement, misc. repairs
Replacement Frequency	25	years
Linear set aside target	$22,000	per year
Local Match Needed	100%	
Local Match AM Set Aside	$22,000	total per year
Number of Stalls	24	
	$76	/bus/month
	$917	/bus/year

LEASE PAYMENT SUMMARY BUSES LARGER THAN 32 FT.	FY 2021	
Capital portion	$248	/bus/month
O&M portion	$475	/bus/month
AM portion	$76	/bus/month
Total Monthly	$799	/bus/month
Total Seasonal	$9,588	/bus/year
BUSES SMALLER THAN 32 FT. (Four buses in a row instead of three)	$661	
Total Monthly for 8 Buses + 1 small bus	**$84,636.00**	**/year**

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BUS WASH COSTS			
Operation and Maintenance Costs	**2021**	**2022**	**Comments**
Ultilities	$ 3,243.35	$ 2,414.57	*Gas $16,744.60x14%+3% = $2,414.57*
	$ 4,966.51	$ 4,818.91	*Electric $33,418.25x14%+3% = $4,818.91*
	$ 10,963.33	$ 8,728.44	*Water dedicated Line ($8,474.1) + 3%*
Trash	$ 1,200.00	$ 1,200.00	*same*
Modem	$ 1,512.53	$ -	*Landline no longer needed*
R&M Building and Facilities	$ 1,700.00	$ 10,141.00	*HVAC Maint, Garage Door Repair, Chem test, Motor Repair*
R&M Other Specialized Equipment	$ 21,939.00	$ 21,939.00	*equipment replacement*
Other Purchase/Contract Service	$ 6,000.00	$ 8,000.00	*Sludge removal-drain cleanout/Wash Maint*
Staff Time	$ 10,499.82	$ 11,129.80	*Bldg Maintenance Staff @ 8hrs/week +3%*
Other Misc Operating Supplies	$ 9,500.00	$ 5,500.00	*supplies,softner, soap, nozzles, pump and motor replacement*
Total Yearly Expense	$ 71,524.54	$ 73,871.72	
Number of Vehicles Washed			
Bus Wash/Carriage Wash	3,143	$ 3,053.00	*2020 Actual*
Car Wash	892	$ 641.00	*2020 Actual*
Total Equivilant washes	10,321	$ 9,800.00	*Buses are 3 times cars*
Cost/equivilant washes	$ 6.93	$ 7.54	
Cost/Bus Wash	$ 20.79	$ 22.61	
Cost for Car to use Avon Bus Wash	$ 7.00	$ 7.50	
Fee for Avon Employee to download money	$ 2.50	$ 2.60	*5 min effort 3% increase*
Fee for Avon Employee to wash bus	$ 25.75	$ 27.00	5% increase
ECO Transit Bus Wash and Fueling		**$ 52.21**	**Per Bus**
Fee for Avon Employee to Clean Bus Only		**$ 27.00**	**Hand Clean Bus when wash is down**
Fee for Avon Employee to Fuel Bus Only		**$ 5.25**	**As requested by ECO Transit Drivers**
Fee for Avon Employee to download money Only		**$ 5.25**	**As requested by ECO Transit Drivers**

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EXHIBIT B-2

AVON FLEET MAINTENANCE SERVICE RATE SHEET

1. Contractor Services and Hourly Rate:

At the verbal or written request of ECO Transit, Avon may provide repair and replacement work for ECO buses. For any such repair or replacement services, ECO will pay Avon a unit hourly shop rate of $110.00 per hour for light duty vehicles and equipment and $120.00 per hour for heavy duty vehicles and equipment which is the same rate as previous. Materials and sublet work shall be charged at cost plus twenty-five percent (25%).

2. Fuel Rate:

ECO Transit will pay Avon a unit fuel rate of cost plus $0.15/gallon.

3. Warranty:

Contractor will perform all services in a prompt, efficient and workmanlike manner. Contractor shall promptly correct any defective work. This warranty shall be in lieu of all other warranties, express or implied. Contractor's sole liability hereunder, whether in tort or in contract, is expressly limited to the warranty provided for herein.

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INTERGOVERNMENTAL AGREEMENT FOR LEASE OF THE ECO TRANSIT WELCOME CENTER SPACE AT THE VAIL TRANSPORTATION CENTER

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is entered into the ~~18th~~ 27th day of March 2014, between the Board of County Commissioners of Eagle County, a body corporate and politic ("**County**"), and the Town of Vail, a Colorado municipal corporation, hereinafter referred to as the "Town" (individually at "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, the Town owns, operates and maintains the Vail Transportation Center located at 241 South Frontage Road East, Vail, Colorado 81657 (the "VTC"); and

WHEREAS, the County wishes to lease certain space within the VTC for bus-ticket sales and the provision of information services concerning local and regional transportation, as well as information regarding the Town of Vail, Vail Resorts, Greyhound, and local hotels and businesses; and

WHEREAS, the Town is willing to lease said space to the County upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Parties do hereby agree as follows:

1. **Term**. The initial term ("**Initial Term**") of this IGA shall commence upon execution of this Agreement by both parties and shall end on December 31, 2014, unless earlier terminated as hereinafter provided.

2. **Renewal Term**. After expiration of the Initial Term, this IGA shall automatically renew on the same terms and conditions for up to five (5) additional one-year terms (each one year period will individually be referred to as a "**Renewal Term**"). Each Renewal Term will commence on January 1 and end on December 31 of the succeeding calendar year.

3. **Premises**. The Town hereby grants to the County the right to lease and occupy the following space at the VTC:

Space No. 400 consisting of an approximately 197 square foot area located on level 4 of the VTC, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. (the "Premises").

The Town will allow the County to place a Ticket Vending Machine outside of space No. 400 with access to power provided by the Town. Area of the needed space will be at least 3 feet wide by 2 feet deep.

4. **Lease Payment Amount**. As consideration for lease of the Premises under this Agreement, the County shall pay to Vail for each term as follows:

014-220

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- County will compensate the Town of Vail for use of the Premises in the form of bus tickets valued in an amount not to exceed $50,000 per year. The bus tickets will be for the use of Town of Vail employees.

5. **Budgeting and Appropriation**. The County's obligations under this Agreement are subject to the County's annual right to budget and appropriate the sums necessary to lease the Premises. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of the County within the meaning of any constitutional or statutory debt limitation. Notwithstanding anything to the contrary contained in this IGA, the County shall have no obligations under this IGA with respect to any period after the end of the fiscal year in which funds have been appropriated therefore by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20). If applicable funds are not appropriated for a forthcoming Term, the County may terminate this Agreement without penalty, effective upon the commencement of the period for which funds have not been appropriated. the County will use its best effort to notify the Town of such non-appropriation of funds and resulting termination at the earliest possible date.

6. **Payment**. Payment will be made as follows:

- On a monthly basis, County will report and reconcile bus ride activity reports for passes dedicated to the Town of Vail billing code in the ridership software. Rides by pass will be reconciled at a rate of $1.50 per ride, not to exceed $85 per employee per month. Reports will be available to the Town no later than the 15th of the month following the billing period.

7. **Rights and Limitations on Use of the Premises**. The following rights and limitations apply to the County's use of the Premises:

(a) The County shall have access to the Premises only during normal operating hours for the VTC.

(b) The County agrees to accept the Premises in its existing condition and agrees not to make any installation on the Premises, except as may be removed without damage to the Premises.

(c) The County agrees to take good care of the Premises and to leave the Premises in the same condition as when first occupied at the commencement of this Agreement, reasonable wear and tear expected.

(d) The County shall be permitted to display signage necessary for its operations and as required by Greyhound Lines, Inc. The County will, at its own expense, maintain in good condition, all permitted signs and shall, on the expiration or termination of this Agreement, remove all such permitted signs and repair any damage that may be

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caused by such removal.

(e) The County agrees to immediately notify the Town of any defects or dangerous conditions in and about the Premises of which the County becomes aware. The County agrees to reimburse the Town for the cost of repairing any damage to the Premises caused by acts or omissions of the County.

(f) The County shall not permit the Premises to be used for any purpose prohibited by law, and will use the Premises in accordance with the general rules and regulations adopted by the Town governing the operation of the Premises.

(g) The County has the right to contract with a third-party independent contractor to provide bus-ticket sales and information services on its behalf. County's independent contractor will be required to comply with the limitations on use of the Premises contained herein.

(h) The Town shall provide County one daily parking pass per month for parking at the Vail Transportation Center through the course of the lease.

8. **Termination**. The County or the Town may terminate this IGA without cause by providing at least forty-five (45) days prior written notice to the other Party.

9. **Utilities**. The Town agrees that it will, at its own expense, furnish the necessary electricity, heating, lighting, trash removal, and water for the leased premises. the County shall provide janitorial and other services necessary to maintain the Premises in a clean and orderly condition, as well as special lighting lamps not normally furnished by the Town, at the County's own cost and expense.

10. **Inspection**. The Town shall have the right to enter the Premises for the purpose of inspecting or protecting the Premises.

11. **Liability and Indemnification**. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or by any officer or employee thereof.

12. **Insurance**. The County must carry valid insurance for any individuals and property that are involved in use of the Premises. The Parties must each carry property damage and general liability insurance policies, each in the amount of $1,000,000 per occurrence and $1,000,000 aggregate.

13. **Relationship of the Parties.** The relationship between the Parties is that of cooperating independent governmental entities and nothing herein shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture, or joint ownership interest in the real property.

14. **No Waiver of Governmental Immunity**. Nothing in this IGA shall be construed to

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waive limit, or otherwise modify any governmental immunity that may be available by law to the Town or the County, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or the County, and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

15. **Notice**. Any notice, demand, or other communication required or permitted to be given by any provision of the Lease shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, address as follows:

To the Town: Town of Vail
Pam Brandemeyer
Assistant Town Manager
755 Frontage Road
Vail, CO 81657
Ph.: (970) 479-2100

To the County:
Eagle County
Director of Transportation for ECO Transit
3289 Cooley Mesa Road
P.O. Box 1070
Gypsum, CO 81637
Ph.: 970-328-3520

16. **No Third-Party Beneficiaries**. Nothing contained in this IGA is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of the Town, the County or Eagle County. Absolutely no third-party beneficiaries are intended by this IGA. Any third-party receiving a benefit from this IGA is an incidental and unintended beneficiary only.

17. **Miscellaneous**.

a. Except as provided herein, no amendment, alteration, modification or addition to this Agreement shall be valid or binding unless in writing and signed by the Parties.

b. The caption of each section is added as matter of convenience only and is to be considered of no effect in the construction of any provision contained herein.'

c. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

d. Should either party bring suit to enforce the terms of this Agreement, the Parties shall bear their own respective costs, expenses, and attorneys' fees.

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e. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

// Signature Page Follows //

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IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first above written.

TOWN OF VAIL

TOWN OF VAIL, STATE OF COLORADO, By and Through Its MAYOR

ATTEST:

Tammy Nagel, Town Clerk

By: Andy Daly, Mayor

Date: March 18, 2014

EAGLE COUNTY

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST:

Clerk to the Board of County Commissioners

By: Deputy

By: Jillian H. Ryan, Chairman

Date: 5/27/14

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF EAGLE
AND
THE COUNTY OF EAGLE, STATE OF COLORADO
FOR
MAINTENANCE SERVICE OF POLICE DEPARTMENT VEHICLES

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 23 day of January, 2007, by and between the Town of Eagle (hereinafter referred to as the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (hereinafter referred to as the "County").

WITNESSETH:

THAT, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree hereby as follows:

1. **SCOPE:**

The County does hereby agree to perform maintenance services for the Town of Eagle located within the County of Eagle, State of Colorado.
Said maintenance services shall be limited to the following unless approved in writing by the County:

See attached IGA Rate Schedule for Service

2. **PERIOD OF AGREEMENT:**

The term of this agreement shall commence the 1st day of March, 2007, shall expire on the1st day of March, 2008; however, this Agreement shall automatically renew on an annual basis, each March 1st unless terminated in accordance with this Agreement.

3. **REMUNERATION:**

A. The Town agrees to pay the County a rate of $70.00 per hour for mechanic's time performing the above maintenance services. Such rate is subject to amendment and modification by mutual agreement of the parties upon each renewal period or at a time otherwise agreed to by the parties.

In the event the county agrees to perform additional services to those outlined in Paragraph 1, the hourly rate shall be negotiated by the Eagle Fleet Supervisor prior to the

C07-018-00

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County performing any additional maintenance services. See attachment for IGA rate schedule for specific service rates.

B. The County shall bill the Town for maintenance services on the first of every month. Payment by the Town is due and owing to the County by the 30th of the month. Any payments made by the Town to the county must be made out to the Eagle County Motor Pool Fund.

4. INDEMNIFICATION/HOLD HARMLESS:

To the extent allowed by law the Town shall hold the County harmless from all claims by the Town or by third parties asserted against the County arising out of the County's maintenance service of the Town vehicles.

5. MISCELLANEOUS:

A. The Town recognizes that the County is merely providing a service for the Town and that County vehicles are the number one priority of the Eagle County Fleet Mechanics.

B. Either party may terminate this Agreement with or without cause upon thirty (30) days' notice in writing to the other party.

C. All written notices shall be given by certified mail to the following address:

Eagle County Motor Pool
P. O. Box 250
Eagle, CO 81631

Town of Eagle
P. O . Box 609
Eagle, CO 81631

D. The provisions of this agreement shall extend to and be binding upon the respective parties hereto, their successors and assigns. Notwithstanding the foregoing, financial obligations of the Town and the County, respectively, payable after the current fiscal year, are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available.

E. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

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F. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the Town or the county other than that contained herein.

G. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

H. The Town has represented to the County and, likewise, the County has represented to the Town that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this agreement, this Agreement shall be considered null and void as of the date of such court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23 day of January, 2007.

THE COUNTY:

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Clerk of the Board of County Commissioners

By: _____

ATTEST:

By: _____
Clerk

By: _____
Mayor, Town of Eagle

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as this _____ day of _____, 202_ (the "Effective Date") by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (the "County") (each a "Party" and collectively the "Parties").

WHEREAS, the Town utilized a local mechanic for maintenance of the Town's fleet vehicles until their recent retirement, and now wishes to use the Eagle County Fleet Management's services for such maintenance; and

WHEREAS, the Parties are authorized to enter into this Agreement by Article XIV, § 18 of the Colorado Constitution and C.R.S. § 29-1-203, which allow governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the maintenance of Town police department vehicles by the County.

2. Services. The County, through Eagle County Fleet Management, agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the service or work described in **Exhibit A**.

3. Term. This Agreement shall commence upon the Effective Date and shall continue through _____.

4. Termination. This Agreement may be terminated by either Party, with or without cause upon 30 days' prior written notice to the other party. The County shall be entitled to compensation for services performed prior to such termination, and both Parties shall thereafter be relieved of all duties and obligations under this Agreement.

5. Hold Harmless. The Town shall hold the County harmless for any claims from third parties arising out of the County's maintenance of the Town's vehicles.

6. Miscellaneous.

a. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

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b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration*. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

e. *Notice*. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

_____

Scott Turnipseed, Mayor

ATTEST:

_____

Jenny Rakow, Town Clerk

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EAGLE COUNTY, COLORADO

_____

ATTEST:

_____

County Clerk

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EXHIBIT A

1. *Rate*. The Town agrees to pay the County a rate of $110.00 an hour for mechanic's time performing maintenance services.

2. *Payment*. The County shall bill payment on the first of every month. Payment is due from the Town by the 30th of the same month.

3. *Scope of Maintenance Services*. The County shall be responsible for routine maintenance of Town police vehicles, including without limitation regular oil changes, proper tire inflation, engine operation, transmission, air conditioning and any other repairs or major components necessary for the safe operation of police vehicles.

Appendix B: Cost and Revenue Calculations

Technical Appendix

Date:	January 25, 2024
To:	Yampa Valley RTA Stakeholder Advisory Committee
From:	Jason Miller, Kelsey Lindquist, Mikhail Kaminer, Fehr & Peers
Subject:	**Proposed Conditions Detailed Analysis**

DN23-0760

The following technical appendix provides all the details that went into calculating the following elements:

- **Project Evaluation.** This analysis evaluated the top-voted and feasible initial projects based on existing conditions, stakeholder and public input, and peer RTAs. The evaluated projects are intended to be comprehensive, but not necessarily prescriptive of the projects the RTA will or will not take on. The first page of this section shows the results, followed by the methodology to each evaluation metric.
- **Project Costs.** The project costs are estimates for how much each project will cost to implement at the assumed service levels and geographic coverage, based on peer communities.
- **Revenue Estimates.** These are estimates, based on 2022 financial reports. Although the appendix includes calculations for all the potential funding mechanisms, only sales tax, motor vehicle fees, and a ski resort contribution are used for the final investment scenarios. This decision was made based on peer RTAs, public outreach, feasibility, and simplicity in communicating to the public.
- **Investment Scenarios.** There are three proposed scenarios with project packages and revenue combinations that would align with the project package costs. The final financing combination and desired priority projects will need to be determined with the cooperation of all future member jurisdictions.

Project Evaluation 1: Operational Projects

Yampa Valley Short/Mid-Term RTA Operational Project Analysis Results

Legend: Higher Feasibility | Medium Feasibility | Lower Feasibility

Evaluation Criteria	Metric	High Frequency Craig-Steamboat Bus	Steamboat II Bus	HDN Airport Ground Transportation	South Routt Transit Services	Local Craig Circulator
Ridership Potential	Average Daily Riders	520 - 640	320 - 400	370 - 520	70 - 160	190 - 260
Cost	Annual Operating Cost	$2.6M - $3.4M	$700K - $1.2M	$1.5M - $1.7M	$550K - $650K	$540K - $755K
Ease of Implementation	Qualitative Ability to Implement	Medium	High	Medium	Medium	High
Area Not Served by Existing Transit	Portion of new likely stops in addition to the existing stops	0%	55%	8%	75%	29%
Peer Review	Similar project implemented by peer RTAs within first 3 years of formation	Yes	Yes	No	Yes	Yes
Supports Goals of Previous Plans	Number of Reviewed Plans the Project Supports	7	6	5	3	3
Public Support of Project	Percent of survey respondents who voted for the project	74%	65%	75%	54%	36%
Regional Connections	Ability for project to connect to final destinations	High	Medium	High	High	Low
Destination Types	Number of Destination Types Served	8	5	8	6	7
Transit Propensity Factors	Number of Census Tracts Covered with High Classification of Transit Propensity Factors	8	6	8	4	8

Description/Data Source: Based on the estimated number of daily vehicle revenue hours and expected number of passengers per vehicle revenue hour based on peer communities.

Legend:	Project	Higher Feasibility	Medium Feasibility	Lower Feasibility
HIGH-FREQUENCY CRAIG-STEAMBOAT ROUTE				
Number of Daily Revenue Hours (Average for Different Hours/Seasons)	58			
Productivity (Passengers per Rev. Hour) Assumption (Low)	9			
Productivity (Passengers per Rev. Hour) Assumption (High)	11			
Estimated Daily Ridership (Low)	522			
Estimated Daily Ridership (High)	638			
Public Range	520 - 640			
STEAMBOAT II ROUTE				
Number of Daily Revenue Hours	20			
Productivity (Passengers per Rev. Hour) Assumption (Low)	16			
Productivity (Passengers per Rev. Hour) Assumption (High)	20			
Estimated Daily Ridership (Low)	320			
Estimated Daily Ridership (High)	400			
Public Range	**320 - 400**			
HDN Airport Ground Transportation				
Number of Daily Revenue Hours (Assumes 35 weeks)	20			
Productivity (Passengers per Rev. Hour) Assumption (Low)	5			
Productivity (Passengers per Rev. Hour) Assumption (High)	8			
Estimated Daily Ridership (Low)	100			
Estimated Daily Ridership (High)	160			
Number of Daily Revenue Hours (Assumes 35 weeks) HDN-STEAMBOAT SPRINGS	30			
Productivity (Passengers per Rev. Hour) Assumption (Low)	9			
Productivity (Passengers per Rev. Hour) Assumption (High)	12			
Estimated Daily Ridership (Low)	270			
Estimated Daily Ridership (High)	360			
TOTAL LOW	370			
TOTAL HIGH	520			
TOTAL PUBLIC RANGE	**370 - 520**			
South Routt Transit Services				
Number of Daily Revenue Hours FIXED-ROUTE	12			
Productivity (Passengers per Rev. Hour) Assumption (Low)	6			
Productivity (Passengers per Rev. Hour) Assumption (High)	9			
Estimated Daily Ridership (Low)	72			
Estimated Daily Ridership (High)	108			
Public Range (any given day on Fixed Route)	70 - 110			
Number of Daily Revenue Hours WEEKEND ACTIVITY BUS (assumes 15 weeks)	6			
Productivity (Passengers per Rev. Hour) Assumption (Low)	6			
Productivity (Passengers per Rev. Hour) Assumption (High)	9			
Estimated Daily Ridership (Low)	36			
Estimated Daily Ridership (High)	54			
TOTAL LOW	108			
TOTAL HIGH	162			
Public Range (any busy weekend)	110 - 160			
TOTAL PUBLIC RANGE	**70 - 160**			
Local Craig Circulator				
Number of Daily Revenue Hours (Average for Different Hours)	16			
Productivity (Passengers per Rev. Hour) Assumption (Low)	12			
Productivity (Passengers per Rev. Hour) Assumption (High)	16			
Estimated Daily Ridership (Low)	192			
Estimated Daily Ridership (High)	256			
Public Range	**190 - 260**			

Description/Data Source: Full build-out cost estimates based on peer communities and SST cost per revenue hour

Operating Cost Assumptions

	turn-key contracted		**agency operated**	
	Cost per vehicle/ hour	Notes	Cost per vehicle/ hour	Notes
Microtransit (minivans)	$ 85.00	Based on recent bids plus inflation factor; includes vehicle	$ 65.00	based on similar rural providers
Demand response, DAR (vans)	$ 120.00	**	$ 110.00	excludes vehicle costs
Deviated Fixed Route	$ 150.00		$ 125.00	excludes vehicle costs
Local bus - 20 pass or more	$ 165.00	**	$ 140.00	excludes vehicle costs
Regional bus - 30 pass or more	$ 200.00	**	$ 165.00	excludes vehicle costs
Vanpool		**	$ 40.00	excludes vehicle costs

Additional admin costs likely - these not included (half-time to full-time FTE), depends on who operates it and the model (maybe 40-80k)

Legend | **Project** | **Selected Local Cost Assumption**

Vehicle costs Assumptions

Accessible minivan	$ 80,000.00
Accessible passenger van	$ 100,000.00
Small bus (12-20 pass) w/lift	$ 175,000.00
Full size bus (30-40 pass) w/lift or ramp; school bus style (not transit)	$ 350,000.00
Full size diesel bus	$ 600,000.00
Full Size Battery Electric Bus (BE	$ 1,100,000.00

YAMPA VALLEY OPERATIONAL PROJECTS COST ESTIMATES FOR PRIORITY PROJECTS

HIGH-FREQUENCY CRAIG-STEAMBOAT ROUTE

Existing SST Regional Route

Assumptions are based on published schedule and 2022 NTD	**Winter**	**Summer**	**SSTs Commuter Cost per revenue hour in 2022 was (per NTD)**	**$ 124.45**
Run Time one way	64	64		
Between runs	5	5		
Total run time	130	130		
Frequency	60	60		
Number of vehicles	2	2		
Number of hours	8	6		
Daily Vehicle hours	17	13		
Total weekly hours	121	91		
Total yearly hours	5,521			
Total yearly cost	**$ 687,047**	**(FYI this number is still 70k over NTD reporting)**		

Proposed SST Regional Route

Assumptions are based on published schedule and 2022 NTD	**Year-round AM + PM**	**Midday**
Run Time one way	64	64
Between runs	10	10
Total run time	150	150
Frequency	30	60
Number of vehicles	5	3
Number of hours	9	5
Daily Vehicle hours	45	13
Total weekly hours	315	88
Total yearly hours	20,930	
Total yearly cost (at NTD cost)	**$ 2,604,739**	
Total yearly cost (at FP estimate cost)	**$ 3,453,450**	
Public Range	**$2.6M - $3.4M**	
Assuming Grant Funding (90/10 local/fed)	$2.3M - $3.0M	
Assuming Grant Funding (80/20 local/fed)	$2M - $2.7M	
Assuming Grant Funding (60/40 local/fed)	$1.6M - $2.0M	

Yearly Vehicle Capital Costs	
Additional Vehicles (including reserve)	$
Total Cost of Vehicles	$ 3,000,000
Annual Cost of Vehicles	$ 250,000
Assuming Grant Funding (20/80 local/fed)	$ 50,000
Assuming Grant Funding (40/60 local/fed)	$ 100,000

STEAMBOAT II ROUTE

	Year-round AM + PM	**Midday**	**SSTs Local Bus Cost per revenue hour in 2022 was (per NTD)**	**$ 124.37**
Run Time one way	20	20	60 min frequencies all day	
Between runs	10	10		
Total run time	60	60	60	
Frequency	30	60	60	
Number of vehicles	2	1	1	
Number of hours	9	5	14	
Daily Vehicle hours	18	5	14	
Total weekly hours	126	35	98	
Total yearly hours	8,372		5096	
Total yearly cost (at NTD cost)	**$ 1,041,226**		**$ 633,790**	
Total yearly cost (at FP estimate cost)	**$ 1,172,080**		**$ 713,440**	
Public Range	**$700K - $1.2M**	**Yearly Vehicle Capital Costs**		
Assuming Grant Funding (90/10 local/fed)	$630K - $1.1M	Additional Vehicles (including reserve)		3
Assuming Grant Funding (80/20 local/fed)	$560K - $960K	Total Cost of Vehicles	$ 525,000	
Assuming Grant Funding (60/40 local/fed)	$420K - $720K	Annual Cost of Vehicles	$ 43,750	
		Assuming Grant Funding (20/80 local/fed)	$ 8,750	
		Assuming Grant Funding (40/60 local/fed)	$ 17,500	

HDN Airport Ground Transportation

	Year-round HDN-Steamboat Springs Pe	**HDN-Steamboat Springs Off-Peak**	**SSTs Local Bus Cost per revenue hour in 2022 was (per NTD) Craig-HDN Peak**	**$ 124.37 Craig-HDN Off-Peak**
Run Time one way	40	40	30	30
Between runs	5	5	5	5
Total run time	90	90	60	60
Frequency	30	60	30	60
Number of vehicles	3	2	2	1
Number of hours	8	4	8	4
Daily Vehicle hours	24	6	16	4
Total weekly hours	168	42	112	28
Total yearly hours	12,250			
Total yearly cost (at NTD cost)	**$ 1,523,533**			
Total yearly cost (at FP estimate cost)	**$ 1,715,000**			
Public Range	**$1.5M - $1.7M**	**Yearly Vehicle Capital Costs**		
Assuming Grant Funding (90/10 local/fed)	$1.4M -$1.5M	Additional Vehicles (including reserve)		4
Assuming Grant Funding (80/20 local/fed)	$1.2M - $1.4M	Total Cost of Vehicles	$ 700,000	
Assuming Grant Funding (60/40 local/fed)	$900K - $1M	Annual Cost of Vehicles	$ 58,333	
		Assuming Grant Funding (20/80 local/fed)	$ 11,667	
		Assuming Grant Funding (40/60 local/fed)	$ 23,333	

South Routt Transit Services

	South Routt Fixed Route	**Weekend Activity Bus**		
Run Time one way	40	40		
Between runs	5	5		
Total run time	90	90		
Frequency	45	90		
Number of vehicles	2	1		
Number of hours	6	6		
Daily Vehicle hours	12	6	Include Fridays as "weekend"	
Total weekly hours	84	12	18	
Total yearly hours	4,548		4,638	
Total yearly cost (at NTD cost)	**$ 565,635**		**$ 576,828**	
Total yearly cost (at FP estimate cost)	**$ 636,720**		**$ 649,320**	
Public Range	**$550K - $650K**	**Yearly Vehicle Capital Costs**	**Fixed Route**	**Activity Bus**
Assuming Grant Funding (90/10 local/fed)	$495K - $585K	Additional Vehicles (including reserve)	3	1
Assuming Grant Funding (80/20 local/fed)	$440K - $520K	Total Cost of Vehicles	$ 525,000	$ 350,000
Assuming Grant Funding (60/40 local/fed)	$330K - $390K	Annual Cost of Vehicles	$ 72,917	
		Assuming Grant Funding (20/80 local/fed)	$ 14,583	
		Assuming Grant Funding (40/60 local/fed)	$ 29,167	

Local Craig Circulator

	Year-round AM + PM Weekday	**Midday Weekday**	SSTs Demand Response Bus Cost per revenue hour in 2022 was (per NTD) **Midpoint between SST's Demand Response and Bus Weekend 30 min frequency all day**	$ 51.61 **$ 87.99**
Run Time one way	10	10	10	
Between runs	5	5	5	
Total run time	30	30	30	
Frequency	15	30	30	
Number of vehicles	2	1	1	
Number of hours	8	4	8	
Daily Vehicle hours	16	4	8	
Total weekly hours	80	20	16	
Total yearly hours	6,032			
Total yearly cost (at NTD cost)	**$ 530,756**			
Total yearly cost (at FP estimate cost)	**$ 754,000**			
Public Range	**$540K - $755K**	**Yearly Vehicle Capital Costs**		
Assuming Grant Funding (90/10 local/fed)	$486K - $680K	Additional Vehicles (including reserve)		3
Assuming Grant Funding (80/20 local/fed)	$430K - $605K	Total Cost of Vehicles	$ 525,000	
Assuming Grant Funding (60/40 local/fed)	$325K - $455K	Annual Cost of Vehicles	$ 43,750	
		Assuming Grant Funding (20/80 local/fed)	$ 8,750	
		Assuming Grant Funding (40/60 local/fed)	$ 17,500	

Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		
	High Frequency Craig-Steamboat Bus	Steamboat II Bus	HDN Airport Ground Transportation	South Routt Transit Services	Local Craig Circulator
Annual Cost	$2.6M - $3.4M	$700K - $1.2M	$1.5M - $1.7M	$550K - $650K	$540K - $755K

Description/Data Source: Qualitative assessment of logistical needs for implementing each project, including need for vehicles, bus stops, drivers, coordination with partner agencies, etc.							
Project	**High Frequency Craig-Steamboat Bus**	**Steamboat II Bus**	**HDN Airport Ground Transportation**	**South Routt Transit Services**	**Local Craig Circulator**		
Implementation Needs	More bus drivers, vehicles	More bus drivers, vehicles, many new bus stops, coordination	Fewer bus drivers, vehicles, few new bus stops, coordination	Fewer bus drivers, vehicles, new bus stops, coordination	More bus drivers, vehicles, many new bus stops, coordination		
Qualitative Result	**Medium**	**High**	**Medium**	**Medium**	**High**		
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility				

Description/Data Source: Compares estimated number of new stops that would be added as a result of the project to the number of existing bus stops the new route would stop at.

Number of new likely stops in addition to the existing duplicative stops: https://www.google.com/maps/d/u/0/edit?mid=1dkynXI5s0h5kQ6usIzZJ5BReMCrYA68&usp=sharing

	High Frequency Craig-Steamboat Bus	Steamboat II Bus	HDN Airport Ground Transportation	South Routt Transit Services	Local Craig Circulator
Existing Stops on Route	21	5	11	2	10
New Stops on Route	0	6	1	6	4
Total Stops on Route	21	11	12	8	14
New stops on Route %	**0%**	**55%**	**8%**	**75%**	**29%**

Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility

Description/Data Source: Qualitatively compares the project to the initial service plan of peer RTAs.					
Similar project implemented by peer RTAs (GVRTA, SMART, RFTA) within first 3 years of formation					
	High Frequency Craig-Steamboat Bus	**Steamboat II Bus**	**HDN Airport Ground Transportation**	**South Routt Transit Services**	**Local Craig Circulator**
Example	GVRTA Commuter Bus	SMART Down Valley Service, Norwood Service, etc	GVRTA supports air service, but not ground transportation. SMART and RFTA have not provided airport ground transportation.	SMART Down Valley Service, Norwood Service, etc	SMART Telluride-Mountain Village off-season service
Result	**Yes**	**Yes**	**No**	**Yes**	**Yes**
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		

Description/Data Source: Counts the number of previous plans (reviewed during the existing conditions phase) where the project would help accomplish at least one action item/goal.

Evaluate if the project helps accomplish any explicitly laid out goals within plans reviewed in previous plan review

	OPERATIONAL PROJECTS				
Plan	High Frequency Craig-Steamboat Bus	Steamboat II Bus	HDN Airport Ground Transportation	South Routt Transit Services	Local Craig Circulator
Routt County Master Plan	1	0	1	1	0
Routt County Climate Action Plan	1	1	1	1	0
Steamboat Springs Transportation & Mobility Plan	1	1	0	0	0
Northwest Transportation Regional Plan	0	1	0	0	1
Greenhouse Gas Inventory and Forecasted Emissions Report	1	1	1	1	1
City of Craig Transit Development Plan	1	0	1	0	1
Steamboat Springs US Highway 40 Access Study	1	1	1	0	0
Supplement to the Steamboat Springs Community Area Plan	1	1	0	0	0
Total	**7**	**6**	**5**	**3**	**3**

1 = Yes, supports at least one action item/goal in the plan

0= No, does support at least one action item/goal in the plan

Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility

Description/Data Source: Based on the public outreach, calculates the percent of respondents who voted for the project.						
Survey Results OPERATIONAL	Online	293	In-Person	37	Total	330
Project	Online %	Online #	In-Person %	In-Person #	Total #	**Total %**
High Frequency Craig-Steamboat Bus	0.74	217	0.7	26	243	**74%**
Steamboat II Bus	0.71	208	0.14	5	213	**65%**
HDN Airport Ground Transportation	0.8	234	0.35	13	247	**75%**
South Routt Transit Services	0.57	167	0.32	12	179	**54%**
Local Craig Circulator	0.37	108	0.3	11	120	**36%**
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility			

Description/Data Source: Qualitative assessment (high/medium/low) of the project's ability to directly connect a rider to their final destination based on geographic coverage.							
Project	**High Frequency Craig-Steamboat Bus**	**Steamboat II Bus**	**HDN Airport Ground Transportation**	**South Routt Transit Services**	**Local Craig Circulator**		
Coverage	Entire US 40 corridor between Craig and Steamboat Springs, including Hayden and Milner	Connects just outside of Steamboat Springs city boundary	Entire US 40 corridor between Craig and Steamboat Springs, including Hayden and Milner	Entire CO 131 corridor between Yampa and Steamboat Springs, including Phippsburg and Oak Creek	Only within Craig		
Result	**High**	**Medium**	**High**	**High**	**Low**		
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility				

Description/Data Source: Number of common destination types the project would directly serve. Top three desired destination types based on public outreach results are weighted X2.

Destination Types	High Frequency Craig-Steamboat Bus	Steamboat II Bus	HDN Airport Ground Transportation	South Routt Transit Services	Local Craig Circulator
Airport (x2)	0	0	2	0	0
Work (x2)	2	2	2	2	2
Ski Resort (x2)	2	0	2	0	0
Shopping and Restaurants	1	1	1	1	1
School	1	1	0	1	1
Public Services	1	1	0	1	1
Medical Appts	0	0	0	0	1
Gym or other Recreation Center	1	0	1	1	1
Total	**8**	**5**	**8**	**6**	**7**

1 = Yes, connects to a common destination

0= No, does not connect to a common destination

Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility

Description/Data Source: Using Fehr & Peers Demographic Mapping Tool (Census Data) to identify how many census tracts that fall into highest or second highest class of each factor are served by the project.

Demographic Factor (ACS, 2021)	High Frequency Craig-Steamboat Bus	Steamboat II Bus	HDN Airport Ground Transportation	South Routt Transit Services	Local Craig Circulator
People of Color	1	1	1	0	1
Limited English Proficiency	1	0	1	0	1
Low Income Population	1	1	1	1	1
Senior (65+)	1	1	1	1	1
Youth (Under 18)	1	1	1	1	1
Limited Internet Access	1	1	1	1	1
Limited Access to a Vehicle	1	1	1	0	1
Persons with a Disability	1	0	1	0	1
Total	**8**	**6**	**8**	**4**	**8**

1 = Yes, covers highest or second highest classification

0= No, does not cover highest or second highest classification

Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility

Project Evaluation 2: Infrastructure Projects

Yampa Valley Short/Mid-Term RTA Infrastructure Project Analysis Results

Legend: Higher Feasibility | Medium Feasibility | Lower Feasibility

Evaluation Criteria	Metric	Develop Yampa River Core Trail	Safety Fund for Roadway Improvements	Improvements to Existing Bus Stops/New Stops	Fare-Free Regional Transit	Park-and-Ride Lots in Craig, Hayden, Milner
Cost	Annual Cost	$1.6M - $4.2M	$250K - $500K	$85K - $280K	$450K - $600K	$300K - $400K
Ease of Implementation	Qualitative Ability to Implement	Low	Medium	High	High	Medium
Supports Operational Projects	Qualitative Assessment if Infrastructure Project Supports Any Operational Projects	Low	Low	High	Medium	Medium
Peer Review	Similar project implemented by peer RTAs within first 3 years of formation	No	No	Yes	Yes	No
Public Support of Project	Percent of survey respondents who voted for the project	82%	66%	53%	53%	50%
Supports Goals of Previous Plans	Number of Reviewed Plans the Project Supports	5	2	5	2	7
Regional Connections	Ability for project to support connecting to final destinations	Low	Low	High	High	Medium

Description/Data Source: Based on costs to implement similar infrastructure projects in peer communities.

Legend	Project	Selected Local Cost Assumption

Develop Yampa River Core Trail

	Miles	Cost Per Mile	Total Cost	TOTAL Cost per year if paid in 20 years	30 years	40 years	50 years		Total Local Cost	LOCAL Cost per year if paid in 20 years	30 years	40 years	50 years
Based on costs given in this article: https://www.steamboatpilot.com/news/city-reveals-design-plans-for-westward-core-trail-expansion/	2.4	$ 2,083,333	$ 5,000,000										
Assumes 40 miles from Steamboat II (current planned terminus) to Craig	40	$ 2,083,333	$ 83,333,333	**$ 4,166,667**	**$ 2,777,778**	**$ 2,083,333**	**$ 1,666,667**	Assuming Grant Funding (20/80 local/fed)	$ 16,666,667	$ 833,333	$ 555,556	$ 416,667	$ 333,333
								Assuming Grant Funding (40/60 local/fed)	$ 33,333,333	$ 1,666,667	$ 1,111,111	$ 833,333	$ 666,667

Safety Fund for Roadway Improvements

Assumes contributions of $250K to $500K per year, but can be adaptable. This will serve as a "support fund" meaning the RTA will not personally implement safety projects, but can be a financing partner to do so. Examples of safety projects include crosswalk/signal improvements, wildlife crossings, roadway maintenance, etc.

100% Local

Rail Fund for Supporting Rail Development

Assumes contributions of $250K to $500K per year, but can be adaptable. This will serve as a "support fund" meaning the RTA will not personally implement rail projects, but can be a financing partner to do so. Examples of rail-related projects include planning, design, support for operations, support for rail stations, etc.

100% Local

Improvements to Existing Bus Stops/New Stops

	Cost (low) per stop	Cost (high) per stop	Number of Stops (low)	Number of Stops (high)	Total Cost (low)	Total Cost (high)	TOTAL Cost per year if paid in 5 years: Per Year (Low)	Per Year (High)		LOCAL Cost per year if paid in 7 years: Local Cost (low)	Local Cost (high)
Improve Existing Bus Stops	$ 30,000	$ 50,000	6	8	$ 180,000	$ 400,000	$ 36,000	$ 80,000	Assuming Grant Funding (20/80 local/fed)	$ 7,200	$ 16,000
Build New Bus Stops	$ 125,000	$ 250,000	2	4	$ 250,000	$ 1,000,000	$ 50,000	$ 200,000		$ 10,000	$ 40,000
Total					$ 430,000	$ 1,400,000	**$ 86,000**	**$ 280,000**		$ 17,200	$ 56,000
									Assuming Grant Funding (40/60 local/fed)	$ 14,400	$ 32,000
										$ 20,000	$ 80,000
										$ 34,400	$ 112,000

Fare-Free Regional Transit	**2022**	**2021**
Fare Revenue (NTD)	$ 139,941	$ 103,288
Vehicle Revenue Hours (NTD)	4970	4654
Revenue Per Vehicle Hour	$ 28.16	$ 22.19
Proposed Vehicle Revenue Hours	20930	
Assume 2021 Revenue Per Vehicle Hour	$ 22.19	
Assume Same Revenue Per Vehicle Hour	$ 28.16	
Projected Per Year Fare Revenue (needed to be covered by Fare-Free Subsidy) low	**$ 464,507**	
Projected Per Year Fare Revenue (needed to be covered by Fare-Free Subsidy) high	**$ 589,329**	100% local
Public Range	**$450K - $600K**	

Park-and-Ride Lots in Craig, Hayden, Milner

Cost Per Park-and-Ride	Number of PnRs (low)	Number of PnRs (high)	Total Cost (low)	Total Cost (high)	TOTAL Cost per year if paid in 10 years: Per Year (Low)	Per Year (High)		LOCAL Cost per year if paid in 10 years: Per Year (Low)	Per Year (High)
$ 1,000,000	3	4	$ 3,000,000	$ 4,000,000	**$ 300,000**	**$ 400,000**	Assuming Grant Funding (20/80 local/fed)	$ 60,000	$ 80,000
							Assuming Grant Funding (40/60 local/fed)	$ 120,000	$ 160,000

RTA Admin/Maintenance Facility

Total Cost (low)	Total Cost (high)	TOTAL Cost per year if paid in 5 Years: Per Year (Low)	5 years: Per Year (High)		LOCAL Cost per year if paid in 5 years: Per Year (Low)	Per Year (High)
$ 15,000,000	$ 20,000,000	**$ 3,000,000**	**$ 4,000,000**	Assuming Grant Funding (20/80 local/fed)	$ 600,000	$ 800,000
				Assuming Grant Funding (40/60 local/fed)	$ 1,200,000	$ 1,600,000

Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		
	Develop Yampa River Core Trail	**Safety Fund for Roadway Improvements**	**Improvements to Existing Bus Stops/New Stops**	**Fare-Free Regional Transit**	**Park-and-Ride Lots in Craig, Hayden, Milner**
Annual Cost	**$1.6M - $4.2M**	**$250K - $500K**	**$85K - $280K**	**$450K - $600K**	**$300K - $400K**

Description/Data Source: Qualitative assessment of logistics for implementing each project, including need for right-of-way, bus stops, coordination with partner agencies, etc.					
Project	**Develop Yampa River Core Trail**	**Safety Fund for Roadway Improvements**	**Improvements to Existing Bus Stops/New Stops**	**Fare-Free Regional Transit**	**Park-and-Ride Lots in Craig, Hayden, Milner**
Implementation Needs	Right-of-way considerations and negotiations with property owners, planning, design, construction, coordination, etc.	Funding may be easier to secure as an RTA commitment, but coordination with implementation will be more difficult	Improvements or new bus stops are mostly low cost, easy to implement, and internal	Not much more than internal financial commitment and marketing	Right-of-way considerations and negotiations with property owners, planning, design, construction, coordination, etc., but less total area than a regional trail
Qualitative Result	**Low**	**Medium**	**High**	**High**	**Medium**
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		

Description/Data Source: Qualitative assessment of level of support (high/medium/low) each project will provide for evaluated operational projects.					
Project	**Develop Yampa River Core Trail**	**Safety Fund for Roadway Improvements**	**Improvements to Existing Bus Stops/New Stops**	**Fare-Free Regional Transit**	**Park-and-Ride Lots in Craig, Hayden, Milner**
Explanation	Only interaction with operational projects include providing access to recreation once trail is built.	Roadway improvement may indirectly improve access and comfort of bus riders, but minimal direct impact.	With better and more stops, directly provides access to new transit services	Benefits transit riders, but does not determine if transit service is implemented	Provides more access to regional route
Result	**Low**	**Low**	**High**	**Medium**	**Medium**
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		

Description/Data Source: Qualitatively compares the project to the initial service plan of peer RTAs.					
Similar project implemented by peer RTAs (GVRTA, SMART, RFTA, EVTA) within first 3 years of formation					
	Develop Yampa River Core Trail	**Safety Fund for Roadway Improvements**	**Improvements to Existing Bus Stops/New Stops**	**Fare-Free Regional Transit**	**Park-and-Ride Lots in Craig, Hayden, Milner**
Example	SMART is committed to improving commuter trails, but no action in first years	Other RTAs initially focused on transit	New stops were established or existing stops were improved for GVRTA bus service	EVTA plans to implement fare-free Edwards to Vail zone in 2024-2025 season.	Specific park-and-ride lots were not a focus of peer RTAs.
Result	**No**	**No**	**Yes**	**Yes**	**No**
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		

Description/Data Source: Based on the public outreach, calculates the percent of respondents who voted for the project.						
Survey Results INFRASTRUCTURE	Online	252	In-Person	37	Total	289
Project	Online %	Online #	In-Person %	In-Person #	Total #	**Total %**
Develop Yampa River Core Trail	88%	221.76	43%	15.91	237.67	**82%**
Safety Fund for Roadway Improvements	71%	178.92	35%	12.95	191.87	**66%**
Improvements to Existing Bus Stops/New Stops	58%	146.16	16%	5.92	152.08	**53%**
Fare-Free Regional Transit	56%	141.12	30%	11.1	152.22	**53%**
Park-and-Ride Lots in Craig, Hayden, Milner	49%	123.48	54%	19.98	143.46	**50%**
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility			

Description/Data Source: Counts the number of previous plans (reviewed during the existing conditions phase) where the project would help accomplish at least one action item/goal.					
Evaluate if the project helps accomplish any explicitly laid out goals within plans reviewed in previous plan review					
	INFRASTRUCTURE PROJECTS				
Plan	Develop Yampa River Core Trail	Safety Fund for Roadway Improvements	Improvements to Existing Bus Stops/New Stops	Fare-Free Regional Transit	Park-and-Ride Lots in Craig, Hayden, Milner
Routt County Master Plan	0	0	0	0	0
Routt County Climate Action Plan	1	0	1	1	1
Steamboat Springs Transportation & Mobility Plan	1	1	1	0	1
Northwest Transportation Regional Plan	0	0	0	0	1
Greenhouse Gas Inventory and Forecasted Emissions Report	1	0	1	1	1
City of Craig Transit Development Plan	0	0	0	0	1
Steamboat Springs US Highway 40 Access Study	1	1	1	0	1
Supplement to the Steamboat Springs Community Area Plan	1	0	1	0	1
Total	**5**	**2**	**5**	**2**	**7**
1 = Yes, supports at least one action item/goal in the plan					
0= No, does support at least one action item/goal in the plan					
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		

Description/Data Source: Qualitative assessment (high/medium/low) of the project's ability to directly connect or support a person to their final destination based on geographic coverage.					
Project	**Develop Yampa River Core Trail**	**Safety Fund for Roadway Improvements**	**Improvements to Existing Bus Stops/New Stops**	**Fare-Free Regional Transit**	**Park-and-Ride Lots in Craig, Hayden, Milner**
Coverage	Core trail may be used for connecting to regional destinations, but unlikely to see consistent full-trail use as a commuter route	May indirectly provide safer connections across the region, but not directly support connections to destinations	With improvements or new bus stops, more people will have access to transit service and connect regionally	Making regional transit fare-free takes a barrier away from traveling regionally	Park-and-Ride lots will improve connectivity regionally, but are not as impactful as consistent bus stops across the entire region
Result	**Low**	**Low**	**High**	**High**	**Medium**
Legend:	Higher Feasibility	Medium Feasibility	Lower Feasibility		

Project Cost Summary

Summary of Cost Estimate Ranges	Total Annual Project Cost Range	Local Cost Range
Operational		
High Frequency Craig-Steamboat Bus	$2.6M - $3.4M	$2M - $2.7M
Steamboat II Bus	$700K - $1.2M	$560K - $960K
HDN Airport Ground Transportation	$1.5M - $1.7M	$1.2M - $1.4M
South Routt Transit Services	$550K - $650K	$440K - $520K
Local Craig Circulator	$540K - $755K	$430K - $605K
Annual Cost of Vehicles	$470K	$188K
Subtotal (Operational)	**$6.4M - $8.2M**	**$4.8M - $6.4M**
Infrastructure		
Develop Yampa River Core Trail	$1.6M - $4.2M	$300K - $850K
Safety Fund for Roadway Improvements	$250K - $500K	$250K - $500K
Rail Fund for Supporting Rail Development	$250K - $500K	$250K - $500K
Improvements to Existing Bus Stops/New Stops	$86K - $280K	$17K - $56K
Fare-Free Regional Transit	$450K - $600K	$450K - $600K
Park-and-Ride Lots in Craig, Hayden, Milner	$300K - $400K	$60K - $80K
Annual Cost of RTA/Admin Facility	$1.5M - $2M	$1.2M - $1.6M
Subtotal (Infrastructure)	**$4.4M - $8.5M**	**$2.5M - $4.2M**
Total (Operational + Infrastructure)	**$10.8M - $16.7M**	**$7.3M - $10.6M**
*Local Costs mostly assume 80%/20% local/federal share operationally and 40%/60% infrastructurally		

Revenue Estimates

Sales Tax Calculations

	City of Craig	City of Steamboat Springs	Routt County (Excluding Steamboat Springs)	Total
2% Sales Tax	$ 4,651,743	$ 21,518,846	$ 6,933,946	$ 33,104,535
1.5% Sales Tax	$ 3,488,807	$ 16,139,135	$ 5,200,460	$ 24,828,401
1% Sales Tax	$ 2,325,872	$ 10,759,423	$ 3,466,973	$ 16,552,268
0.75% Sales Tax	$ 1,744,404	$ 8,069,567	$ 2,600,230	$ 12,414,201
0.5% Sales Tax	$ 1,162,936	$ 5,379,712	$ 1,733,487	$ 8,276,134
0.25% Sales Tax	$ 581,468	$ 2,689,856	$ 866,743	$ 4,138,067
0.1% Sales Tax	$ 232,587	$ 1,075,942	$ 346,697	$ 1,655,227
0.05% Sales Tax	$ 116,294	$ 537,971	$ 173,349	$ 827,613

*Routt County without Steamboat Springs includes Hayden, Oak Creek, and Yampa. If either of those three were to NOT be in the RTA, these estimates would change slightly

*Sales tax also can exclude food/energy to have a smaller impact on locals

Annual Motor Vehicle Registration Fee

	City of Craig	Routt Count (incl. SB)
Number of Vehicles Register	N/A	40,743
$10 fee	N/A	**$ 407,430**
$5 fee	N/A	**$ 203,715**
$2 fee	N/A	**$ 81,486**

*Unless Moffat County were to become a partner, DMV fee would not be collected in Craig

Funding Support from the Ski Resort

$ 1,000,000

*Stated from resort representation on the project

Visitor Benefit Tax

	City of Craig	Routt Count (incl. SB)	Notes	Total
Visitor Sales	$ 9,000,000	$ 220,425,200		$ 229,425,200
0.25% Visitor Benefit Tax	$ 22,500	$ 551,063		**$ 573,563**
0.5% Visitor Benefit Tax	$ 45,000	$ 1,102,126		**$ 1,147,126**
1% Visitor Benefit Tax (2022)	$ 90,000	$ 2,204,252	Already included in sales tax calculation for Routt County. Steamboat Springs also collects visitor benefit tax.	**$ 2,294,252**
2% Visitor Benefit Tax	$ 180,000	$ 4,408,504		**$ 4,588,504**

*All sales, including accommodations are taxed, so this would be an additional tax on these sales.

Mill Levy

	City of Craig	Routt Count (incl. SB)	Total
Total Assessed Value (2022)	$ 77,000,000	$ 1,324,372,000	$ 1,401,372,000
0.5 mill on property	$ 38,500	$ 662,186	**$ 700,686**
1 mill on property	$ 77,000	$ 1,324,372	**$ 1,401,372**
2 mills on property	$ 154,000	$ 2,648,744	**$ 2,802,744**
3 mills on property	$ 231,000	$ 3,973,116	**$ 4,204,116**
4 mills on property	$ 308,000	$ 5,297,488	**$ 5,605,488**
5 mills on property	$ 385,000	$ 6,621,860	**$ 7,006,860**

*Based on 2022 real numbers, but 2023 will be significantly different, and changes to property tax is already a highly controversial topic

Investment Scenarios

Scenario #1: Fund All 10 Projects

PROJECTS	Total Cost	Local Cost
Operational		
High Frequency Craig-Steamboat Bus		
Steamboat II Bus		
HDN Airport Ground Transportation		
South Routt Transit Services		
Local Craig Circulator		
Annual Cost of New Vehicles		
Subtotal (Operational)	**$6.4M - $8.2M**	**$4.8M - $6.4M**
Infrastructure		
Develop Yampa River Core Trail		
Safety Fund for Roadway Improvements		
Rail Fund for Supporting Rail Development		
Improvements to Existing Bus Stops/New Stops		
Fare-Free Regional Transit		
Park-and-Ride Lots in Craig, Hayden, Milner		
Annual Cost of RTA Admin/Maintenance Facility		
Subtotal (Infrastructure)	**$4.4M - $8.5M**	**$2.5M - $4.2M**
Total (Operational + Infrastructure)	**$10.8M - $16.7M**	**$7.3M - $10.6M**

Revenue Sources	City of Craig	City of Steamboat	Routt County (w/o SB)	DMV Fee	Ski Resort	Total
0.75% Across All Jurisdictions, Resort Contribution	$ 1,744,404	$ 8,069,567	$ 2,600,230	$ -	$ 1,000,000	$ 13,414,201
0.75% SB, 0.25% Elsewhere, Resort Contribution	$ 581,468	$ 8,069,567	$ 866,743	$ -	$ 1,000,000	$ 10,517,778
0.75% SB, 0.1% Elsewhere, Resort Contribution	$ 232,587	$ 8,069,567	$ 346,697	$ -	$ 1,000,000	$ 9,648,852
0.75% SB, 0.1% Elsewhere, $5 DMV, Resort Contributio	$ 232,587	$ 8,069,567	$ 346,697	$ 203,715	$ 1,000,000	$ 9,852,567
0.5% Across All Jurisdictions, Resort Contribution	$ 1,162,936	$ 5,379,712	$ 1,733,487	$ -	$ 1,000,000	$ 9,276,134

Scenario #2: Fund Top 3 Evaluated Projects

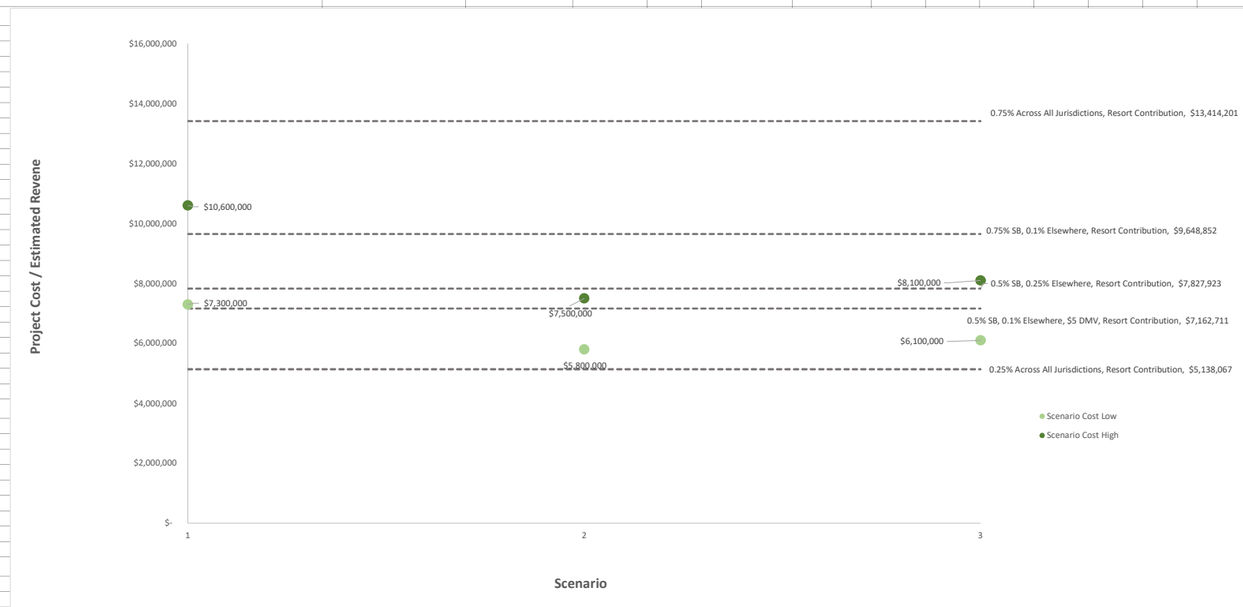
PROJECTS	Total Cost	Local Cost
Operational		
High Frequency Craig-Steamboat Bus		
Steamboat II Bus		
HDN Airport Ground Transportation		
Annual Cost of New Vehicles		
Subtotal (Operational)	**$5.2M - $6.7M**	**$4.1M - $5.2M**
Infrastructure		
Improvements to Existing Bus Stops/New Stops		
Fare-Free Regional Transit		
Park-and-Ride Lots in Craig, Hayden, Milner		
Annual Cost of RTA Admin/Maintenance Facility		
Subtotal (Infrastructure)	**$2.4M - $3.3M**	**$1.7M - $2.3M**
Total (Operational + Infrastructure)	**$7.6M - $10M**	**$5.8M - $7.5M**

Revenue Sources	City of Craig	City of Steamboat	Routt County (w/o SB)	DMV Fee	Ski Resort	Total
0.5% Across All Jurisdictions, Resort Contribution	$ 1,162,936	$ 5,379,712	$ 1,733,487	$ -	$ 1,000,000	$ 9,276,134
0.5% SB, 0.25% Elsewhere, Resort Contribution	$ 581,468	$ 5,379,712	$ 866,743		$ 1,000,000	$ 7,827,923
0.5% SB, 0.1% Elsewhere, $5 DMV, Resort Contribution	$ 232,587	$ 5,379,712	$ 346,697	$ 203,715	$ 1,000,000	$ 7,162,711
0.5% SB, 0.25% Elsewhere, Resort Contribution	$ 581,468	$ 5,379,712	$ 866,743	$ -	$ 1,000,000	$ 7,827,923
0.25% Across All Jurisdictions, Resort Contribution	$ 581,468	$ 2,689,856	$ 866,743	$ -	$ 1,000,000	$ 5,138,067

Scenario #3: Fund Top 3 Evaluated Projects + Craig Circulator

PROJECTS	Total Cost	Local Cost
Operational		
High Frequency Craig-Steamboat Bus		
Steamboat II Bus		
HDN Airport Ground Transportation		
Local Craig Circulator		
Annual Cost of New Vehicles		
Subtotal (Operational)	**$5.7M - $7.5M**	**$4.4M - $5.8M**
Infrastructure		
Improvements to Existing Bus Stops/New Stops		
Fare-Free Regional Transit		
Park-and-Ride Lots in Craig, Hayden, Milner		
Annual Cost of RTA Admin/Maintenance Facility		
Subtotal (Infrastructure)	**$2.4M - $3.3M**	**$1.7M - $2.3M**
Total (Operational + Infrastructure)	**$8.1M - $10.8M**	**$6.1M - $8.1M**

Revenue Sources	City of Craig	City of Steamboat	Routt County (w/o SB)	DMV Fee	Ski Resort	Total
0.5% Across All Jurisdictions, Resort Contribution	$ 1,162,936	$ 5,379,712	$ 1,733,487	$ -	$ 1,000,000	$ 9,276,134
0.5% SB, 0.1% Elsewhere, $5 DMV, Resort Contribution	$ 232,587	$ 5,379,712	$ 346,697	$ 203,715	$ 1,000,000	$ 7,162,711
0.5% SB, 0.25% Elsewhere, Resort Contribution	$ 581,468	$ 5,379,712	$ 866,743	$ -	$ 1,000,000	$ 7,827,923
0.75% SB, 0.1% Elsewhere, Resort Contribution	$ 232,587	$ 8,069,567	$ 346,697	$ -	$ 1,000,000	$ 9,648,852



Fundig Scenarios to chart	Estimated Revenue
0.75% Across All Jurisdictions, Resort Contribution	$ 13,414,201
0.75% SB, 0.1% Elsewhere, Resort Contribution	$ 9,648,852
0.5% SB, 0.1% Elsewhere, $5 DMV, Resort Contribution	$ 7,162,711
0.5% SB, 0.25% Elsewhere, Resort Contribution	$ 7,827,923
0.25% Across All Jurisdictions, Resort Contribution	$ 5,138,067

Project Scenario	Scenario Cost Low	Scenario Cost High
Scenario #1: Fund All 10 Projects	$ 7,300,000	$ 10,600,000
Scenario #2: Fund Top 3 Evaluated Projects	$ 5,800,000	$ 7,500,000
Scenario #3: Fund Top 3 Evaluated Projects + Craig Circulator	$ 6,100,000	$ 8,100,000

For line work on chart:

Scenario #1: Fund All 10 Projects	$ 13,414,201
Scenario #2: Fund Top 3 Evaluated Projects	$ 13,414,201
Scenario #3: Fund Top 3 Evaluated Projects + C	$ 13,414,201
Scenario #1: Fund All 10 Projects	$ 9,648,852
Scenario #2: Fund Top 3 Evaluated Projects	$ 9,648,852
Scenario #3: Fund Top 3 Evaluated Projects + C	$ 9,648,852
Scenario #1: Fund All 10 Projects	$ 7,162,711
Scenario #2: Fund Top 3 Evaluated Projects	$ 7,162,711
Scenario #3: Fund Top 3 Evaluated Projects + C	$ 7,162,711
Scenario #1: Fund All 10 Projects	$ 7,827,923
Scenario #2: Fund Top 3 Evaluated Projects	$ 7,827,923
Scenario #3: Fund Top 3 Evaluated Projects + C	$ 7,827,923
Scenario #1: Fund All 10 Projects	$ 5,138,067
Scenario #2: Fund Top 3 Evaluated Projects	$ 5,138,067
Scenario #3: Fund Top 3 Evaluated Projects + C	$ 5,138,067