

NOTICE IS HEREBY GIVEN that a Regular meeting of the Board of Directors of the Eagle Valley Transportation Authority d/b/a Core Transit, Eagle County, Colorado, has been scheduled to take place in the Avon Council Chambers, 100 Mikaela Way, Avon, CO on Wednesday, December 11, 2024, beginning at 12:00 pm. The agenda for the meeting follows.

The Core Transit Board welcomes everyone to its meetings. A hybrid of an in-person meeting with an online Zoom platform is employed. Members of the public are invited to attend either in person or via Zoom. <u>Please click here to join the zoom meeting</u>.

BUSINESS MEETING AGENDA

- 1. Call to Order 12:00pm
- 2. Consideration of Changes to Agenda
- 3. Approval of Minutes and Financials
 - a. November 13, 2024, regular meeting minutes
 - b. Financial Statements
 - c. Payables Lists
- 4. Board Comment
- 5. Public Comment 12:05pm Comments from the public are welcomed during public comment for any topics with the Authority's purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at <u>Board@coretransit.org</u>.
- 6. Presentations 12:10pm

a. 10 Year Plan Update– Staff alongside Fehr & Peers will make a 10 year plan update presentation.

BUSINESS

- 7. Business 1:00pm
 - a. Luminator mSet Contract and Resolution 2024-16 Director of IT and Innovation Lance Trujillo will present a resolution approving a sole source contract with Luminator Technology Group for in-bus video services.

b. 2025 Board Meeting Schedule and Board Officer Selection

Tanya Allen will present the proposed 2025 board meeting schedule to the board for discussion and discuss nominations for Board positions to be voted on by resolution in January.

c. 2025 Retreat Planning

Tanya Allen will discuss preliminary planning for a 2025 Board retreat.

STAFF REPORTS

- 8. Staff Reports 1:20 pm
 - a. Administrative Division Report
 - **b.** Operations Report

EXECUTIVE SESSION

9. Executive Session – 1:30 pm

Executive Session pursuant to 24-6-402(4)(b) and 4)(e), C.R.S. for a conference with Core Transit's general counsel for legal advice and determining positions relative to matters that may be subject to negotiation, related to a financial agreement with Eagle County.

BUSINESS

10. Approval of Resolution 2024-17, A resolution approving the Intergovernmental Agreement Between the County of Eagle and Eagle Valley Transportation Authority Regarding the Transfer and Use of the Eagle County Mass Transportation Sales Tax Dollars for Transit Operations in the Eagle River Valley

The Board will reconvene to vote on approving a Finance IGA with Eagle County for recurring sales tax transfers and other financial matters.

ADJOURNMENT

 Adjournment – 2:00pm The next regular meeting of the Core Transit Board will be determined based on board discussion in the December meeting.

YOUR BOARD MEMBERSHIP

Core Transit Board

Jeanne McQueeney, Vice-Chair | *Eagle County* Dave Eickholt, Treasurer| *Beaver Creek Metro* Earle Bidez | *Town of Minturn* Barry Davis | *Town of Vail* Nick Sunday | *Town of Eagle* Garrett Alexander | *Town of Red Cliff* Vacant | *Town of Avon*

Core Transit Board Alternates

Rich Carroll | *Town of Avon* Ray Shei | *Beaver Creek Metro* Kathy Chandler-Henry | *Eagle County* Bryan Woods | *Town of Eagle* Brian Rodine | *Town of Minturn* Duke Gerber | *Town of Red Cliff* Pete Seibert | *Town of Vail*

ACCESSIBILITY INFORMATION

Posting Certification:

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by me personally, posted to the Core Transit Website (coretransit.org) at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Amy Burford

MINUTES OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a Core Transit BOARD OF DIRECTORS MEETING November 13, 2024

A meeting of the Eagle Valley Transportation Authority ("Authority") Board of Directors ("Board") was held on November 13, 2024, at 12:00 p.m. The meeting was held in person at the Avon Council Chambers located at 100 Mikaela Way, Town of Avon, Colorado, 81620, and on Zoom. Notice of the meeting was posted on November 8, 2024, and included agenda items, location, and time, as well as the teleconference information needed to participate in the public portion of the meeting. The Notice of Board of Directors Meeting dated November 8, 2024, and the certification of posting are attached hereto.

ATTENDANCE	Directors in Attendance:
	Director Amy Phillips, Mayor and Councilor, Town of Avon
	Director Dave Eickholt, Beaver Creek Metro District
	Director Jeanne McQueeney, Commissioner, Eagle County
	Director Earle Bidez, Mayor, Town of Minturn
	Director Barry Davis, Councilor, Town of Vail
	Director Nick Sunday, Councilor, Town of Eagle
	Directors Absent:
	Director Garrett Alexander, Member of the Board of Trustees of the Town of Red Cliff
	Attendance:
	Bryan Woods, Alternate Board Member, Town of Eagle
	Rich Carroll, Alternate Board Member, Town of Avon

Ray Shei, Alternate Board Member, Beaver Creek Metro District

Aryn Schlichting, Director of People & Culture, Core Transit

Dave Rogers, Director of Finance, Core Transit

Scott Robinson, Deputy Director, Core Transit

Tanya Allen, Executive Director, Core Transit

Dave Snyder, Director of Transportation, Core Transit

Cisco Santaella, Operations Supervisor, Core Transit

Amy Burford, Executive Assistant & Special Projects Coordinator, Core Transit

Lance Trujillo, Director of IT and Innovation, Core Transit

Alex Romero, Dispatcher, Core Transit

Mike Schuering, Dispatcher, Core Transit

Dayana Herr, Marketing, Communications & Customer Relations Manager, Core Transit

Jim Shoun, Mobility Manager, Town of Avon

Peggy Wolfe, Senior Director of Operations, Vail Valley Foundation

Tim McMahon, Community Member

Attendance on Zoom:

Tati Wernicke, People & Culture Generalist, Core Transit

Dayana Herr, Marketing, Communications & Customer Relations Manager, Core Transit

BOARD COMMENT	There were none.
APPROVAL OF MINUTES AND FINANCIAL STATEMENTS	Director Phillips presented the minutes, financial statements, and payables dated October 9, 2024, for approval. Director Eickholt moved to approve the minutes, financial statements, and payables list. Director Bidez seconded the motion, which passed with a unanimous 5-0 vote.
APPROVAL OF THE AGENDA	Director Phillips presented the agenda for the meeting and inquired if there were any proposed changes. There were none.
	Todd Williams, Community member
	Seth Levy, Community member
	Larry Pardee, Community member
	Todd Cleveland, ITs Technician, Core Transit
	Paul Gorbold, Community member
	Selene Suarez, People & Culture Generalist, Core Transit
	Jodi Doney, Community member
	Brittany Hill, Safety and Training Supervisor, Core Transit
	Vanesa Duarte, Office/Admin Coordinator, Core Transit
	Randy Belisle, Lead Trainer, Core Transit
	Kathryn Winn, Core Transit Legal Counsel, Attorney, Collins Cole Flynn Winn & Ulmer, PLLC
	Stephanie Samuelson, Information Services Representative, Core Transit

PUBLIC COMMENT	Tim McMahon from Avon shared his concerns about the timing of the board meeting. He shared that he had spoken with bus operators about challenges related to the new payroll system and suggested additional road supervisors at the Vail Transit Center for evening hours. Director Davis entered the meeting.
	Seth Levy shared that the Dotsero bus did not show up on Monday morning and he notified dispatch who sent a replacement bus. He wanted to prevent it from happening in the future.
AGENDA ITEMS	6. Presentations
	6.1 Budget Presentation
	Executive Director Tanya Allen reviewed the Interim Strategic Plan and the strategic priorities. Director of Finance Dave Rogers covered the budget basics which included sales tax, fee for service, and grant revenue. Deputy Director Scott Robinson discussed the organizational structure, culture, and the development of a new custom website.
	Director of Transportation Dave Snyder highlighted the schedule enhancements and reviewed the upcoming improvements to the fleet including bus refurbishments and the addition of new buses.
	7. Business
	7.1 FY25 Public Budget Hearing
	Director Phillips opened the public budget hearing. Tim McMahon inquired about the buses currently out of service for maintenance. Director Phillips and Director of Transportation Snyder confirmed that the budget supports ongoing maintenance and improvements for the buses.

Director Phillips closed the public budget hearing to the public.

7.2 Resolution 2024-14: A Resolution to Adopt the Budget for the 2025 Fiscal Year

Director Phillips expressed concern about the flat sales tax projection. Deputy Director Robinson confirmed that staff can monitor the budget and make necessary adjustments if any significant changes arise.

Director McQueeney asked whether ECO transition matters are accounted for in the 2025 budget. Executive Director Allen confirmed that ongoing agreements, like vehicle maintenance, are included the 2025 budget.

Director Sunday made a motion to adopt the budget for fiscal year 2025 and appropriating sums of money. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

7.3 2024 Transition Bonus Program

Director of People and Culture Aryn Schlichting explained that Core Transit is proposing a \$2,500 bonus for staff in December as a gesture of appreciation for their dedication during the transition. She reviewed various options regarding which staff members would be eligible for the bonus based on their start date and recommended option 1A.

Director Eickholt suggested awarding the bonus to staff, with a reduced amount for those hired closer to or after the transition date.

Director McQueeney considered the full bonus amount as both a reward for dedication during the transition and an incentive for retention of new hires. Director Davis made a motion to approve the 1A bonus structure as proposed. Director McQueeney seconded the motion, which passed with a unanimous 6-0 vote.

7.4 Proposed 2025 Holidays

Director of People and Culture Aryn Schlichting proposed two holiday options and recommended 13 scheduled holidays and one floating holiday for 2025.

Director McQueeney expressed concerns about holidays falling on certain weekdays, such as Fridays, and potential schedule disruptions. Director of People and Culture Schlichting explained that the proposed holiday schedule was designed with the operations department as the primary focus.

Director Phillips asked if hourly employees receive double time for working holidays and noted that this would make the recommended schedule beneficial for them. Director of People and Culture Schlichting confirmed that this was the case.

Director Sunday made a motion to approve a total of 13 paid holidays along with 1 floating holiday for Core Transit employees for the calendar year 2025. Director Bidez seconded the motion, which passed with a unanimous 6-0 vote.

7.5 Resolution 2024-15: A Single Source Contract with SGM, Inc. For Engineering Design Services

Executive Director Allen explained that in June 2023 ECO Transit entered into a services agreement with SGM, Inc. for design work at the Lake Creek Village transit stop. She stated that after some work was completed, the project was put on hold due to some staffing changes and the transition. She noted that staff supports continuing the design work and recommended approving a \$155,000 contract with SGM through a single source process, as the project consultant was initially selected via an RFP process and the project was already underway.

Director Davis asked about the amount of grant funding available to Core Transit for the project. Executive Director Allen clarified that it is \$1.2 million for project construction.

Director Davis made a motion to approve Resolution 2024-15 approving single source contract with SGM, Inc. for engineering design services in the amount of \$155,000. Director Sunday seconded the motion, which passed with a unanimous 6-0 vote.

7.6 Audit Services Engagement Letter

Director of Finance Rogers explained that in 2023 Core Transit engaged Haynie & Company for its initial audit and to maintain continuity wishes to do so again for the fiscal year 2024.

Director Eickholt made a motion to approve the engagement letter with Haynie & Company for the FY2024 in the amount of \$25,000.00. Director Davis seconded the motion, which passed with a unanimous 6-0 vote.

7.7 Birds of Prey In-Kind Sponsorship Request

Executive Director Allen explained that Vail Valley Foundation is requesting Core Transit provide transit support for the Birds of Prey World Cup event in December. She noted that the estimated cost of the donation is five days of service, with Core Transit valuing it at up to \$25,000.

The board members voiced their support for Core Transit providing in-kind sponsorship for the Birds of Prey World event. The board and staff discussed how this event presents an opportunity to attract new riders in the community and showcase the benefits of using public transit.

Director Davis made a motion to approve the inkind sponsorship for the Birds of Prey World Cup event of up to a maximum of \$25,000 in donated transit service over five days. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

Director Davis exited the meeting

8. Staff Reports

Director of People and Culture Schlicting shared that recruiting is progressing well, and Core Transit is now fully staffed. She acknowledged recent payroll errors and explained that the team is working with an auditor to fix the issues and improve processes. Director of Finance Rogers provided an update on the implementation of the new accounting software.

Director of Transportation Dave Snyder provided an update on total system ridership and shared information about the new winter schedule. He addressed the Dotsero bus issue raised by Seth Levy and noted that the operations department is actively working on plans to prevent similar scenarios in the future.

9. Announcements and Celebrations

Executive Director Allen celebrated Core Transit's achievement as the recipient of the CASTA award for Large Community Transit Agency of the Year, acknowledged the contributions of outgoing Board President Amy Phillips, and recognized LEAD Academy graduates Alex Romero and Mike ADJOURNMENTSchuering, members of Core Transit's Dispatch
team.The meeting was adjourned at 1:35 pm.

			Year to					
	Current Month Actual	Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	2024 Budget YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES							· · · · · ·	
Farebox revenue	\$- 2,064	\$ 29,914 4,784	\$ 125,319	(95,405)	24%	\$ 136,712	\$ (106,798) 4,784	22%
Employer Bulk Pass Sales Direct pass sales revenue	4,473	6,056	- 189,114	4,784 (183,058)	- 3%	206,306	(200,250)	- 3%
Mobile fare sales revenue	3,887	7,339	61,230	(53,891)	12%	66,796	(59,457)	11%
Advertising revenue	-	-	4,583	(4,583)	0%	5,000	(5,000)	0%
Interest revenue Rent Income	88,760 1,200	712,782 2,400	320,833	391,949 2,400	222%	350,000	362,782 2,400	204%
EVTA sales tax	873,477	11,986,058	11,688,375	297,683	103%	12,750,955	(764,897)	94%
EVTA DMV sales tax	7,840	69,699	-	69,699	-	-	69,699	-
ECO transit sales tax transfers	962,817	3,469,692	10,367,331	(6,897,639)	33%	11,309,816	(7,840,124)	31%
Service Agreement Revenue - MIRA Service Agreement Revenue - HHA	28 16,985	21,390 23,264	-	21,390 23,264	-	-	21,390 23,264	-
Total revenues	1,961,531	16,333,378	22,756,785	(6,423,407)	72%	24,825,585	(8,492,207)	66%
EXPENDITURES			, , ,					
Administration of Vehicle Operations								
AVO Salaries	91,309	179,640	636,228	(456,588)	28%	694,067	(514,427)	26%
AVO Salaries-OT AVO Sick Pay	1,711 9,421	2,308 9,497	22,917	(20,609) 9,497	10%	25,000	(22,692) 9,497	9%
AVO Holiday Pay	5,730	9,251	-	9,251	-	-	9,251	-
AVO Vacation pay	1,591	2,531	-	2,531	-	-	2,531	-
AVO Medicare tax	1,549	2,933	9,727	(6,794)	30%	10,611	(7,678)	28%
AVO Social security tax	6,625 6,487	12,543 14,519	41,592	(29,049) 14,519	30%	45,373	(32,830) 14,519	28%
AVO Retirement AVO Group Health Insurance	-	-	-	-	-	-	-	-
AVO Dental Insurance	-	-	-	-	-	-	-	-
AVO Vision Insurance	-	-	-	-	-	-	-	-
AVO Group Life Insurance	-	-	-	-	-	-	-	-
AVO Group Disability Insurance AVO Unemployment Insurance	- 101	- 343	-	- 343	-	-	- 343	-
AVO Total fringe benefits	-	1,800	210,304	(208,504)	1%	229,423	(227,623)	1%
Uniforms	-	22,636	9,167	13,469	247%	10,000	12,636	226%
Printing expense	-	-	1,100	(1,100)	0%	1,200	(1,200)	0%
Office supplies-general	-	448	1,375	(927)	33% 0%	1,500	(1,052)	30% 0%
Materials and supplies Travel-meetings/seminars	-	18 1,660	4,583 11,000	(4,565) (9,340)	15%	5,000 12,000	(4,982) (10,340)	14%
AVO Training/Workshop	-	7,500	-	7,500	-	-	7,500	-
Employee event expenses	-	888	13,750	(12,862)	6%	15,000	(14,112)	6%
AVO miscellaneous expense	-	2,880	-	2,880	-	-	2,880	-
AVO miscellaneous emploee reimbursement Bus rodeo expenditures	166	176 1,305	- 9,167	176 (7,862)	- 14%	- 10,000	176 (8,695)	- 13%
AVO vehicle operating lease	-	15,000	5,107	15,000	-	-	15,000	-
Subtotal personnel	124,690	287,876	970,910	(683,034)	30%	1,059,174	(771,298)	27%
Vehicle Operations								
Operator Wages-ft	308,709	1,300,708	1,053,259	247,449	123%	1,149,010	151,698	113%
Operator wages-pt	-	-	41,250	(41,250)	-	45,000	(45,000)	-
Operator wages-seasonal Operator wages overtime-ft	40,693	- 175,701	196,510 183,333	(196,510) (7,632)	- 96%	214,374 200,000	(214,374) (24,299)	- 88%
Medicare tax	5,861	23,886	26,455	(2,569)	90%	28,860	(4,974)	83%
Social security taxes	25,064	101,456	99,489	1,967	102%	108,533	(7,077)	93%
Retirement	34,798	129,838	-	129,838	-	-	129,838	-
VO group health insurance VO dental insurance	-	-	-	-	-	-	-	-
VO vision insurance	-	-	-	-	-	-	-	-
VO group life insurance	-	-	-	-	-	-	-	-
Unemployment	671	4,189	-	4,189	-	-	4,189	-
Sick Pay	8,846	39,721	-	39,721	-	-	39,721	-
Holiday Pay Vacation Pay	18,852 12,010	51,074 45,457	-	51,074 45,457	-	-	51,074 45,457	-
Total taxes and fringe benefits	-	-	387,691	(387,691)	0%	422,936	(422,936)	0%
VO miscellaneous employee reimbursement	(318)	324	-	324	-	-	324	-
Subtotal vehicle operations	455,186	1,872,354	1,987,987	(115,633)	94%	2,168,713	(296,359)	86%
Administration of paratransit operations Admin salaries	-	-	33,176	(33,176)	0%	36,192	(36,192)	0%
Admin salaries-ot	-	-	1,833	(1,833)	0%	2,000	(2,000)	0%
Medicare tax	-	-	481	(481)	0%	525	(525)	0%
Social security tax APO outside paratransit services	-	- 334	2,057	(2,057) 334	0%	2,244	(2,244) 334	0%
Total fringe benefits	-		8,430	(8,430)	0%	9,196	(9,196)	0%
Subtotal administration of paratransit operations	-	334	45,977	(45,643)	1%	50,157	(49,823)	1%
Paratransit operations								
Paratransit operator wages Paratransit operator wages OT	17,087 719	18,684 719	29,472	(10,788)	63% 39%	32,151	(13,467)	58% 36%
Paratransit operator wages OT Medicare tax	719 276	719 308	1,833 441	(1,114) (133)	39% 70%	2,000 481	(1,281) (173)	36% 64%
Social security tax	1,183	1,318	1,887	(569)	70%	2,058	(740)	64%
Retirement	304	343	-	343	-	-	343	-
Unemployment Taxes	38	39	-	39	-	-	39	-
Sick Pay Holiday Pay	396 972	396 1,562	-	396 1,562	-	-	396 1,562	-
Total fringe benefits		1,562	- 15,957	(15,957)	-0%	- 17,408	(17,408)	- 0%
Subtotal paratransit operations	20,975	23,369	49,590	(26,221)	47%	54,098	(30,729)	43%
	20,010	20,009	40,000	(20,221)	47.70	04,000	(30,729)	43 /0

Safety and training department

			Year to D	ate			2024 Budget	
	Current Month Actual	Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
Admin salaries	13,096	49,581	82,776	(33,195)	60%	90,301	(40,720)	55%
Staff ot Medicare tax	2,000 222	3,146 779	1,833 1,286	1,313 (507)	172% 61%	2,000 1,403	1,146 (624)	157% 56%
Social security tax	947	3,330	5,499	(2,169)	61%	5,999	(2,669)	56%
Retirement	1,037	3,925	-	3,925	-	-	3,925	-
ST group health insurance ST dental insurance	-	-	-	-	-	-	-	-
ST vision insurance	-	-	-	-	-	-	-	-
Unemployment taxes	18	130	-	130	-	-	130	-
ST sick pay ST Holiday Pay	- 735	420 1,879	-	420 1,879	-	-	420 1,879	-
St Vacation Pay	-	346	-	346	-	-	346	-
Total fringe benefits Medical-exams and testing	-	-	27,397 10,542	(27,397) (10,542)	0% 0%	29,888 11,500	(29,888) (11,500)	0% 0%
Contracted services	9,046	10,546	9,167	1,379	115%	10,000	546	105%
Consulting	-	-	9,167	(9,167)	0%	10,000	(10,000)	0%
Training supplies Emergency preparedness supplies	-	-	1,375 825	(1,375) (825)	0% 0%	1,500 900	(1,500) (900)	0% 0%
Travel-meetings/seminars	2,500	2,650	3,208	(558)	83%	3,500	(850)	76%
Training/workshop	-	750	1,375	(625)	55%	1,500	(750)	50%
Miscellaneous expense		9,600	-	9,600	-	-	9,600	- 52%
Subtotal safety and training department	29,601	67,062	154,450	(67,368)	56%	168,491	(81,409)	52%
Administration of fleet maintenance activities								
Admin salaries Admin salaries-ot	7,255	29,101	40,418 458	(11,317) (458)	72% 0%	44,092 500	(14,991) (500)	66% 0%
Medicare tax	104	419	622	(203)	67%	678	(259)	62%
Social security tax	447	1,793	2,657	(864)	67%	2,898	(1,105)	62%
Retirement Unemployment tax	217 5	1,233 72	-	1,233 72	-	-	1,233 72	-
Total fringe benefits	-	-	16,185	(16,185)	0%	17,656	(17,656)	0%
Lubricants-oil	2,744	9,077	41,250	(32,173)	22% 0%	45,000	(35,923)	20% 0%
Fuel-unleaded support vehicles Fuel-diesel support vehicles	-	-	11,957 337	(11,957) (337)	0%	13,044 368	(13,044) (368)	0%
Fuel-unleaded support vehicles	243	5,689	4,624	1,065	123%	5,044	645	113%
Fuel-diesel support vehicles Fuel-electricity	166,114	222,966	496,375 19,800	(273,409) (19,800)	45% 0%	541,500 21,600	(318,534) (21,600)	41% 0%
Office supplies - general	-	400	-	400	-	- 21,000	(21,000) 400	-
Subtotal administration of fleet maintenance		<u> </u>	· _	· .	·			
activities	177,129	270,750	634,683	(363,933)	43%	692,380	(421,630)	39%
Fleet maintenance								
Fleet care tech salaries	12,347	47,641	60,854	(13,213)	78%	66,386	(18,745)	72%
Fleet care tech salaries-ot	29	776	7,792	(7,016)	10%	8,500	(7,724)	9%
Medicare tax Social security tax	199 851	750 3,205	924 3,951	(174) (746)	81% 81%	1,008 4,310	(258) (1,105)	74% 74%
Retirement	476	2,531	-	2,531	-	-	2,531	-
VMO group health insurance VMO dental insurance	-	-	-	-	-	-	-	-
VMO vision insurance	-	-	-	-	-	-	-	-
VMO group life insurance	-	-	-	-	-	-	-	-
Unemployment tax Sick Pay	27 274	141 1,414	-	141 1,414	-	-	141 1,414	-
Total fringe benefits	-	-	19,607	(19,607)	0%	21,389	(21,389)	0%
VMO holiday pay	720	1,740	-	1,740	-	-	1,740	-
VMO vacation pay Uniforms	771 141	1,290 346	- 917	1,290 (571)	- 38%	- 1,000	1,290 (654)	- 35%
Contract service-maintenance	493,363	607,124	952,779	(345,655)	64%	1,039,395	(432,271)	58%
Contract services-towing Cleaning supplies-vehicles	3,600	5,700	11,458 5,500	(5,758) (5,500)	50% 0%	12,500 6,000	(6,800) (6,000)	46% 0%
Shop supplies misc	-	423	917	(494)	46%	1,000	(577)	42%
Subtotal fleet maintenance	512,798	673,081	1,064,699	(391,618)	63%	1,161,488	(488,407)	58%
Facility maintenance activities-msc	. –				· _	_	_	_
Leases and rentals-operating yards or stations	-	8,848	568,496	(559,648)	2%	620,177	(611,329)	1%
Subtotal facility maintenance activities-msc		8,848	568,496	(559,648)	2%	620,177	(611,329)	1%
Facility maintenance activities-leadville bus barn								
Contract svc - general	1,406	1,826	-	1,826	-	-	1,826	-
Leases and rentals-operating yards or stations	75	133,576	62,246	71,330	215%	67,905	65,671	197%
Subtotal facility maintenance activities-leadville bus barn	1,481	135,402	62,246	73,156	218%	67,905	67,497	199%
	1,401	100,402	02,240	10,100	21070	01,000	01,401	100 /0
Facility maintenance activities- Leases and rentals-operating yards or stations	25,817	73,699	-	73,699	-	_	73,699	-
Subtotal facility maintenance activities-leadville	25,617	75,099		73,099		-	75,099	
bus barn	25,817	73,699	-	73,699	-	-	73,699	
Stops and stations								
Contract services-general Supplies & Materials	910 12	910 28,565	3,667	(2,757) 28,565	25%	4,000	(3,090) 28,565	23%
Bus stop supplies	-	28,505 917	22,917	(22,000)	4%	25,000	(24,083)	- 4%
Shelters	150	150	-	150	-	-	150	-
Leases/Rentals - Freedom park trash removal	-	600	-	600	-	-	600	-
Subtotal stops and stations	1,072	31,142	26,584	4,558	117%	29,000	2,142	107%
General administration								
Admin salaries Admin salaries-OT	67,591 81	580,276 383	647,433	(67,157) 383	90%	706,291	(126,015) 383	82%
, amin balance o r	01	505	-	505	-	-	505	-

		Year to Date 2024 Budget				2024 Budget			
	Current			Prorata	Percent of	2024		Percent of	
	Month Actual	Actual	Prorata Budget	Variance Over (Under)	Prorata Budget	2024 Adopted	YTD Over (Under)	YTD Actual to 2024 Budget	
Vacation pay	1,247	29,884		29,884		-	29,884	-	
Medicare tax Social security tax	1,133 3,658	9,783 40,032	7,671 31,074	2,112 8,958	128% 129%	8,368 33,899	1,415 6,133	117% 118%	
Retirement	7,810	46,070	-	46,070	-	-	46,070	-	
ADMIN Group Health Insurance	-	-	-	-	-	-	-	-	
ADMIN Dental Insurance ADMIN Vision Insurance	-	-	-	-	-	-	-	-	
ADMIN Group Life Insurance	-	-	-	-	-	-	-	-	
ADMIN Group Disability Insurance Unemployment taxes	- 16	- 757	-	- 757	-	-	- 757	-	
Worker's Comp	37,856	53,192	-	53,192	-	-	53,192	-	
Sick Pay	825	4,311	-	4,311	-	-	4,311	-	
Holiday pay Total fringe benefits	3,778 2,400	9,049 55,552	- 79,705	9,049 (24,153)	- 70%	- 86,951	9,049 (31,399)	- 64%	
Public notices	- 2,400	-	275	(24, 133) (275)	0%	300	(31,399) (300)	0%	
Legal Svcs - Labor Counsel	-	2,000	-	2,000	-	-	2,000	-	
Legal services-general Legal services-special	14,943	194,026	110,000 9,167	84,026	176% 0%	120,000 10,000	74,026 (10,000)	162% 0%	
Consulting	2,000	- 139,475	13,750	(9,167) 125,725	1014%	15,000	(10,000) 124,475	930%	
Printing expense	-	-	458	(458)	0%	500	(500)	0%	
Office supplies-general Office supplies-postage	-	5,310 353	9,167 92	(3,857) 261	58% 384%	10,000 100	(4,690) 253	53% 353%	
Office supplies-copy machine	-	-	825	(825)	0%	900	(900)	0%	
Purchased transportation services	163,591	1,448,702	7,636,176	(6,187,474)	19%	8,330,374	(6,881,672)	17%	
Memberships and subscriptions	-	16,392	19,892	(3,500)	82%	21,700	(5,308)	76%	
Travel-meetings/seminars Board meeting expenses	-	9,024 14,369	16,958 12,742	(7,934) 1,627	53% 113%	18,500 13,900	(9,476) 469	49% 103%	
Employee event expenses	-	3,455	1,833	1,622	188%	2,000	1,455	173%	
Recruiting employees	730	15,759	27,500	(11,741)	57%	30,000	(14,241)	53%	
Employee recognition Miscellaneous expense	40,382	255 43,590	- 917	255 42,673	4754%	1,000	255 42,590	4359%	
Leases and rentals-other general administration faci	-	133,501	91,735	41,766	146%	100,074	33,427	133%	
Subtotal general admininstration	348,041	2,855,500	8,717,370	(5,861,870)	33%	9,509,857	(6,654,357)	30%	
Finance and accounting									
ACCT-RM salaries	17,662	116,160	145,599	(29,439)	80%	158,835	(42,675)	73%	
ACCT-RM salaries-ot	-	-	917	(917)	0%	1,000	(1,000)	0%	
ACCT-RM Medicare tax ACCT-RM Social security tax	268 1,147	2,066 8,833	2,119 9,063	(53) (230)	97% 97%	2,312 9,887	(246) (1,054)	89% 89%	
ACCT-RM Retirement	1,246	9,077	-	9,077	-	-	9,077	-	
ACCT-RM Group Health Insurance	-	-	-	-	-	-	-	-	
ACCT-RM Dental Insurance ACCT-RM Vision Insurance	-	-	-	-	-	-	-	-	
ACCT-RM Group Life Insurance	-	-	-	-	-	-	-	-	
ACCT-RM Group Disability Insurance	-	-	-	-	-	-	-	-	
ACCT-RM Unemployment taxes ACCT-RM Vacation Pay	12 (270)	234 9,478	-	234 9,478	-	-	234 9,478	-	
ACCT-RM Sick Pay	650	650	-	650	-	-	650	-	
ACCT-RM Holiday Pay	650	650	-	650	-	-	650	-	
ACCT-RM Total fringe benefits Public notices	-	16,668	30,570 275	(13,902) (275)	55% 0%	33,349 300	(16,681) (300)	50% 0%	
Contracted services	17,802	109,413	55,000	54,413	199%	60,000	49,413	182%	
Audit services	-	9,000	6,875	2,125	131%	7,500	1,500	120%	
Consulting Insurance-general and auto liability	38,754 125	38,754 163,487	13,750 78,285	25,004 85,202	282% 209%	15,000 85,402	23,754 78,085	258% 191%	
Insurance-admin	117,112	339,447	5,500	333,947	6172%	6,000	333,447	5657%	
Bank adjustments/fees	30	509	917	(408)	56%	1,000	(491)	51%	
Miscellaneous expense	407	820	-	820	-	-	820	-	
Subtotal finance and accounting	195,595	825,246	348,870	476,376	237%	380,585	444,661	217%	
Information technology	00.007	447 505	454.044	(7.070)	050/	400 700	104 40-1		
IT salaries IT salaries-ot	22,087 846	147,565 3,143	154,644 1,375	(7,079) 1,768	95% 229%	168,703 1,500	(21,138) 1,643	87% 210%	
IT Medicare tax	357	2,497	2,377	120	105%	2,593	(96)	96%	
IT Social security tax	1,523	10,675	10,163	512	105%	11,087	(412)	96%	
IT Vacation Pay IT sick pay	-	5,773 1,640	-	5,773 1,640	-	-	5,773 1,640	-	
IT holiday pay	1,147	1,712	-	1,712	-	-	1,712	-	
IT Retirement	2,109	12,091	-	12,091	-	-	12,091	-	
IT group health insurance IT Dental Insurance	-	-	-	-	-	-	-	-	
IT Vision Insurance	-	-	-	-	-	-	-	-	
IT Group Life Insurance	-	-	-	-	-	-	-	-	
IT Group Disability Insurance IT Unemployment tax	- 19	- 267	-	- 267	-	-	- 267	-	
IT Total fringe benefits	600	12,215	30,806	(18,591)	40%	33,606	(21,391)	36%	
Communications	117	117	34,375	(34,258)	0%	37,500	(37,383)	0%	
Contracted services Computer/network software agreement	80,298 (110)	118,208 146,049	91,667 91,667	26,541 54,382	129% 159%	100,000 100,000	18,208 46,049	118% 146%	
Consulting	-	-	91,667	(91,667)	0%	100,000	(100,000)	0%	
IT Office Equipment Maintenance	-	134	-	134	-	-	134	-	
Computer supplies IT Cyber Insurance	4,688	22,745 13,145	68,750 -	(46,005) 13,145	33%	75,000	(52,255) 13,145	30%	
Subtotal information technology	113,681	497,976	577,491	(79,515)	86%	629,989	(132,013)	- 79%	
		.51,510	011,101	(10,010)	0070	520,000	(102,010)		
Planning department Admin salaries	8,340	33,848	85,484	(51,636)	40%	93,255	(59,407)	36%	
Medicare tax	128	504	1,239	(735)	40%	1,352	(848)	37%	
Social security tax	544	2,153	5,300	(3,147)	41%	5,782	(3,629)	37%	

			Year to	Date			2024 Budget	
	Current			Prorata	Percent of			Percent of
	Month		Prorata	Variance	Prorata	2024	YTD	YTD Actual to
	Actual	Actual	Budget	Over (Under)	Budget	Adopted	Over (Under)	2024 Budget
Retirement	439	1,536	-	1,536	-	-	1,536	-
Unemployment tax	-	78	-	78	-	-	78	-
Holiday Pay	439	878		878	-	-	878	-
Total fringe benefits			38,503	(38,503)	0%	42,003	(42,003)	0%
Consulting	3,208	67,146	641,667	(574,521)	10%	700,000	(632,854)	10%
Subtotal planning department	13,098	106,143	772,193	(666,050)	14%	842,392	(736,249)	13%
Marketing and customer service department								
MCS Admin salaries	15,394	67,633	166,020	(98,387)	41%	181,113	(113,480)	37%
MCS Admin salaries-ot	22	22	2,292	(2,270)	1%	2,500	(2,478)	1%
MCS sick pay	431	431	-	431	-	-	431	-
MCS holiday pay	928	1,332	-	1,332	-	-	1,332	-
MCS vacation pay	78	1,693	-	1,693	-	-	1,693	-
MCS Medicare tax	(743)	101	2,607	(2,506)	4%	2,844	(2,743)	4%
MCS Social security tax	1,057	4,666	11,148	(6,482)	42%	12,161	(7,495)	38%
MCS Retirement	1,703	6,020	-	6,020	0%	-	6,020	-
MCS Group Health Insurance	-	-	-	-	-	-	-	-
MCS Dental Insurance	-	-	-	-	-	-	-	-
MCS Vision Insurance	-	-	-	-	-	-	-	-
MCS Group Life Insurance	-	-	-	-	-	-	-	-
MCS Group Disability Insurance	-	-	-	-	-	-	-	-
MCS Unemployment tax	17	111		111	-	-	111	-
MCS Total fringe benefits	600	5,509	57,732	(52,223)	10%	62,980	(57,471)	9%
Contracted services	28,797	169,030	183,333	(14,303)	92%	200,000	(30,970)	85%
Advertising	4,326	15,871	45,833	(29,962)	35%	50,000	(34,129)	32%
Events expenses	-	6,577	9,167	(2,590)	72%	10,000	(3,423)	66%
Printing expense	-	506	11,642	(11,136)	4%	12,700	(12,194)	4%
Supplies	2,628	23,897	-	23,897	-	-	23,897	-
Office supplies-postage	36	72	1,604	(1,532)	4%	1,750	(1,678)	4%
Subtotal marketing and customer service department	55,274	303,471	491,378	(187,907)	62%	536,048	(232,577)	57%
department	55,274	303,471	491,370	(107,907)	02%	530,040	(232,577)	57 %
Total expenditures	2,074,438	8,052,273	16,472,924	(8,420,651)	49%	17,970,454	(9,918,181)	45%
EXCESS OF REVENUES OVER EXPENDITURES	(112,907)	8,281,105	6,283,861	1,997,244	132%	6,855,131	1,425,974	121%
OTHER FINANCING USES		(1 705 000)	(1 50 1 00 1)	(1 10 757)	1000/	(1 705 000)		4000/
Transfer to transit capital fund	-	(1,725,088)	(1,581,331)	(143,757)	109%	(1,725,088)	-	100%
Transfer to air fund	-	-	(733,333)	733,333	0% 109%	(800,000)	800,000	0% 100%
Transfer to housing fund	-	(1,000,000)	(916,667)	(83,333)		(1,000,000)	-	
Total other financing uses		(2,725,088)	(3,231,331)	506,243	84%	(3,525,088)	800,000	77%
NET CHANGE IN FUNDS AVAILABLE	\$ (112,907)	\$ 5,556,017	\$ 3,052,530	\$ 2,503,487		\$ 3,330,043	\$ 2,225,974	
BEGINNING FUNDS AVAILABLE	13,086,860	7,417,936						
ENDING FUNDS AVAILABLE	\$ 12,973,953	\$ 12,973,953	\$-					

			Year	to Date			Budget	
	Current Month Actual	Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES								
Rent-leased properties	\$ 14,114	\$ 49,998	\$-	\$ 49,998	-	\$-	\$ 49,998	-
Rent -owned properties- quail run 1 Rent -owned properties- quail run 2	3,799	11,238 2,400	-	11,238 2,400	-	-	11,238 2,400	-
Rent-leased properties-lake creek village		5,570	50,160	(44,590)	- 11%	54,720	(49,150)	0%
Rent-leased properties-gypsum apt	-	800	5,867	(5,067)	14%	6,400	(5,600)	0%
Rent-leased properties-riverdance	2,027	5,809	25,080	(19,271)	23%	27,360	(21,551)	0%
Rent-leased properties-broadway house Rent-leased properties-miller ranch rd.	3,090 1,600	8,390 6,480	-	8,390 6,480	-	-	8,390 6,480	-
Rent-leased properties-eby creek	-	2,400	-	2,400	-	-	2,400	-
Total revenues	24,630	93,085	81,107	11,978	115%	88,480	4,605	359%
EXPENDITURES								
Administration of housing programs Salaries		-	6,417	(6,417)	0%	7,000	(7,000)	0%
Subtotal administration of housing programs		-	6,417	(6,417)	0%	7,000	(7,000)	0%
EVTA Owned housing-QR1								
Rental expenses	100	2,604	-	2,604	-	-	2,604	-
Subtotal EVTA leased housing-lcv	100	2,604	-	2,604		-	2,604	
EVTA Owned housing-QR2								
Rental expenses	-	581	-	581	-	-	581	-
Subtotal EVTA leased housing-lcv		581		581	<u> </u>		581	
EVTA leased housing-lcv								
Materials and supplies Lease payments-Icv	4.509	- 51.152	1,192 66.880	(1,192) (15,728)	0% 76%	1,300 72,960	(1,300)	0% 1618%
Subtotal EVTA leased housing-lcv	4,509	51,152	68,072	(15,728)	76%	72,960	(21,808)	1618%
-	4,000	01,102	00,012	(10,020)		14,200	(20,100)	1047.70
Housing operations-gypsum apt Materials and supplies	_	_	1,192	(1,192)	0%	1,300	(1,300)	0%
Lease payments-gypsum			15,400	(15,400)	0%	16,800	(16,800)	0%
Subtotal housing operations-gypsum apt			16,592	(16,592)	0%	18,100	(18,100)	0%
Housing operations-riverdance								
Materials and supplies	-	-	1,192	(1,192)	0%	1,300	(1,300)	0%
Lease payments-riverdance	15,320	80,092	52,800	27,292	152%	57,600	22,492	376%
Subtotal Housing operations-riverdance	15,320	80,092	53,992	26,100	148%	58,900	21,192	384%
Housing operations-eby		29,669		29,669			29,669	
Lease payments-riverdance		29,669		29,669			29,669	
Subtotal Housing operations-riverdance		29,009		29,009			29,009	
Housing operations-broadway Lease payments-broadway	-	800	-	800	-	-	800	-
Subtotal Housing operations-riverdance		800	-	800	<u> </u>	-	800	
Capital expenditures								
Structures	-	3,397	-	3,397	-	-	3,397	-
Subtotal Capital expenditures	-	3,397	-	3,397		-	3,397	-
Total expenditures	19,929	168,295	145,073	23,222	116%	158,260	10,035	794%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	4 704	(75.040)	(22.0.22)	(11.014)	1100/	(60,700)	(5.420)	140.49/
	4,701	(75,210)	(63,966)	(11,244)	118%	(69,780)	(5,430)	-1484%
OTHER FINANCING SOURCES		1,000,000	916,667	83,333	109%	1,000,000		0%
Transfers from general fund Total other financing sources		1,000,000	916,667	83,333	109%	1,000,000		0%
NET CHANGE IN FUNDS AVAILABLE	\$ 4,701	\$ 924,790	\$ 852,701	\$ 72,089		\$ 930,220	\$ (5,430)	
			<u> </u>	* 12,003		y 330,220	<u>* (5,+50)</u>	
BEGINNING FUNDS AVAILABLE	1,920,089	1,000,000						
ENDING FUNDS AVAILABLE	\$ 1,924,790	\$ 1,924,790						

	_		Year to	Date			Budget	
	Current Month Actual	Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES ECO Transit Reserve Transfers	\$-	\$ 4,934,605	\$-	\$ 4,934,605	· _	\$-	\$ 4,934,605	-
Total revenues	<u> </u>	4,934,605		4,934,605			4,934,605	
EXPENDITURES Capital expenditures		90,248		90,248			90,248	
Total expenditures	<u> </u>	90,248		90,248			90,248	
EXCESS OF REVENUES OVER EXPENDITURES	<u> </u>	4,844,357		4,844,357			4,844,357	
OTHER FINANCING SOURCES Transfer from general fund	-	1,725,088	1,581,331	143,757	109%	1,725,088	-	100%
Total other financing sources		1,725,088	1,581,331	143,757	109%	1,725,088	-	100%
NET CHANGE IN FUNDS AVAILABLE	-	6,569,445	\$ 1,581,331	\$ 4,988,114		\$ 1,725,088	\$ 4,844,357	
BEGINNING FUNDS AVAILABLE	8,569,445	2,000,000						
ENDING FUNDS AVAILABLE	\$ 8,569,445	\$ 8,569,445						

						Year to	o Date	9			E	Budget	
	Mo	rent onth tual	Ac	tual	-	Prorata Budget	v	Prorata /ariance er (Under)	Percent of Prorata Budget	 2024 Adopted	Ove	YTD er (Under)	Percent of YTD Actual to 2024 Budget
REVENUES													
Total revenues	\$	-	\$	-	\$	-	\$	-		\$ -	\$	-	
EXPENDITURES Minimum revenue guarantee (MRG) Total expenditures		-		-		733,333 733,333		(733,333) (733,333)	<u> 0%</u> 0%	 800,000 800,000		(800,000)	0%
EXCESS OF EXPENDITURES OVER REVENUES		-		-		(733,333)		733,333	0%	 (800,000)		800,000	0%
OTHER FINANCING SOURCES Transfer from general fund		-		-		733,333		(733,333)	0%	 800,000		(800,000)	0%
Total other financing sources		-		-		733,333		(733,333)	0%	 800,000		(800,000)	0%
NET CHANGE IN FUNDS AVAILABLE		-		-	\$	-	\$	-		\$ -	\$	-	
BEGINNING FUNDS AVAILABLE		-		-									
ENDING FUNDS AVAILABLE	\$		\$	-									

CORE TRANSIT CASH POSITION Year to Date and as of November 30, 2024 Adjusted as of December 6 2024

	CHECKING	ſ	INVESTMENTS										
		1	1st Bank			CSI	Р		Multi-B	ank	Colotrust		
	i I		5.2500%	5.4000%	5.3200%	4.6500%	4.0400%	4.9900%	3.9600%	0.7360%	4.8677%	TOTAL	
Maturity Date	1st	1	8/27/2024	11/28/2024	4/17/2025	8/15/2025	9/19/2025		10/2/2025			ALL	
Account Activity Item Description	Bank	Savings	Premier 4181	Premier 1972	Savings-Term	Savings-Term	Savings-Term	LGIP	Savings-Term	Savings	Plus+	ACCOUNTS	
BEGINNING BANK BALANCE	\$ 13.527	\$ 517,239	\$ 1,771,950	\$ 1,796,413	s -	¢	¢	¢	¢		\$ 6,322,307	\$ 10,421,436	
YTD credits - Total deposits, wires and transfers	19.622.910		95,218	45.347	5,000,000	2,000,000	4,000,000	7,510,942	ۍ 3,474,180	37,783		65,288,581	
YTD debits - Total vouchers, wires and transfers	(18,497,339)			(1,841,760)		2,000,000	4,000,000	(7,500,000)		(37,770)		(51,550,250)	
YTD bank balance	1,139,098		-	-	5,000,000	2,000,000	4,000,000	10,942	3,474,180	13		24,159,767	
Plus deposits/transfers in transit	-		-	-	-	-	-	-	-		-	-	
Less outstanding checks/transfers	(691,579)		-	-	-	-	-	-	-		-	(691,579)	
UNRESTRICTED BALANCE AT END OF PERIOD	447,519	504,592	-	-	5,000,000	2,000,000	4,000,000	10,942	3,474,180	13	8,030,942	23,468,188	
Current period activity		1											
Transfers	1.000.000	-	-	-	-	-	-	-	-	-	(1,000,000)	-	
Add - deposits, wires and transfers	7,494	- '	-	-	-	-	-	-	-	-	-	7,494	
Subtract - vouchers, wires and transfers	(700,855)		-	-	-	-	-	-	-	-	-	(700,855)	
Total current period adjustments	306,639		-	-	-	-	-	-	-	-	(1,000,000)	(693,361)	
Restricted to Housing	i _ !	1 _ '	_			_	_	-	_	_	(1,924,790)	(1,924,790)	
Restricted to Capital	-	<u> </u>	-	-	(5,000,000)	-	-	-	-	-	(3,569,445)	(8,569,445)	
Adjusted balance	\$ 754,158	\$ 504,592	\$ -	\$-	\$ -	\$ 2,000,000	\$ 4,000,000	\$ 10,942	\$ 3,474,180	\$ 13	\$ 1,536,707	\$ 12,280,592	

CORE TRANSIT STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS November 30, 2024

	General	Housing	Capital		TOTALS
				A	LL FUNDS
Cash Balance - beginning of month	\$ 13,086,860	\$ 1,920,089	\$ 8,569,445	\$	23,576,394
Receipts					
Employer bulk pass sales	2,064	_	_		2,064
Direct pass sales revenue	4,473	_	_		4,473
Mobile fare revenue	3,887	-	-		3,887
Sales tax	873,477	_	-		873,477
DMV sales tax	7,840	_	-		7,840
ECO Sales tax	962,817	-	-		962,817
Service agreement revenue - MIRA	28	-	_		28
Service agreement revenue - HHA	16,985				16,985
Interest	88,760	-	-		88,760
Rent - housing	1,200	24,630	-		25,830
Receipts subtotal	1,961,531	24,630	-		1,986,161
Disbursements - payables	(2,074,438)	(19,929)	-		(2,094,367)
Cash Balance - end of month	\$ 12,973,953	\$ 1,924,790	\$ 8,569,445	\$	23,468,188
Location of Funds					
1st Bank - Checking	\$ 447,519				
1st Bank - Savings	5 04,592				
- CSIP	5,000,000				
CSIP	4,000,000				
CSIP	2,000,000				
CSIP LGIP	10,942				
Colotrust	8,030,942				
Multi-bank	3,474,180				
Multi-bank	13				
Total cash & investments	\$ 23,468,188				

Invoice #	# Date of GL Date Vendor		GL Code	Description	Amount Due	
				01-22-503990-0004		
				\$332,104.94		
				01-22-504010-2002	Contract Services-Maint.	
Sep-24	10/17/2024	9/30/2024	Eagle County Fleet Services	\$59,391.19	Disel Fuel	\$391,496.13
				01-22-509330-0004		
				\$157,323.24		
				01-21-504010-2002	Contract Services/Maintenance	
October, 2024	11/7/2024		Eagle County Fleet Services	\$67,041.92	Fuel-Disel	\$224,365.16
83222-MI-10242F	11/15/2024	11/15/2024		01-50-508010-0000	Purchased Trasmportation-SP+	\$163,590.92
75X7 2024-11	11/12/2024	11/12/2024	CEBT Benefit by Trust	01-51-506080-0000	Approved Health, Medical, Dental, Vision, Life Disability	\$122,381.49
				01-21-504010-2002		
				\$39,680.82		
				01-21-504010-2001		
				\$242.70	Fuel-Disel	
				01-22-503990-0004	Fuel-Unleaded	
INV01070	11/6/2024	10/31/2024	Town of Avon	\$3,030.86	Contract ervice/Maintenance	\$42,954.40
829387	7/31/2024	7/31/2024	Istonish	01-52-503030-0009	Network hardware	\$39,142.78
025-473741	7/19/2024	7/19/2024	Tyler Technologies	01-51-503030-3250		\$38,464.00
21874622	11/1/2024	11/1/2024	Pinnacol	01-50-502080-0000	November	\$34,622.00
INV01079	11/9/2024	10/31/2024	Town of Avon	01-33-512060-0000	Leases of Rentals/Operating Yards-Avon/Swift Gulch	\$25,817.50
DN-41862130	9/20/2024	9/20/2024	Piedmont Plastics	01-41-504010-1000	Supplies/Materials-Bus Stops	\$22,335.00
829557	9/30/2024	9/30/2024	Istonish, Inc	01-52-503030-0009	MSP Onbording PM2/PM3, Support September 2024	\$18,046.65
209-1	10/31/2024	11/2/2024	Community Resource Services of Colorado	01-51-503030-0009		\$16,246.00
6936	11/11/2024		Collins Cole Winn Ulmer	01-50-503030-0005	General Legal Services for October	\$12,341.50
1958	11/6/2024	11/6/2024		01-54-503030-3240	Schedule Design	\$10,642.50
			Frost Creek	04-91-512130-0000	Rent	\$9,800.00
			Lake Creek Village	04-91-512130-0000	Rent	\$8,216.07
829623	10/31/2024	10/31/2024		01-52-503030-0009	MSP Support October 2024	\$6,400.00
24ST667-1	11/8/2024		Colorado Special Districts Property and LiabilityPo		Contracted Services-Skid Truck Safety Training	\$6,370.00
15691	10/31/2024		Signature Signs, Inc	01-54-503030-3240	Bus Wrapping Project	\$5,424.00
15702	11/7/2024		Signature Signs, Inc	01-54-503030-3240	Bus Wraping Project	\$5,424.00
15710	11/14/2024		Signature Signs, Inc	01-54-503030-3240	Bus Wraping Project	\$5,424.00
#829300	6/30/2024		Istonish, Inc	01-52-503030-0009	MSP Onbording PM1	\$4,787.10
2024-0006	10/26/2024		Kimber Walker	01-52-503030-0009	Contract Services-Scheduling/ Run Cutting	\$4,455.00
829493	8/31/2024		Istonish, Inc	01-52-503030-0009	MSP Support August 2024	\$3,500.00
21843776	10/1/2024	10/1/2024		01-50-502080-0000	October	\$3,234.00
2023-321.002-11	10/22/2024		Schmueser Gordon Meyer, Inc	01-53-503030-3250	Consulting Lake Creek Village Design	\$3,208.25
#2110	10/31/2024		KRC Properties	04-93-407990-2000	KRC Nov Rent	\$3,000.00
			Eagle County Housing	04-93-407990-2000	Rent	\$3,000.00
322446010	9/26/2024		Piedmont Plastics	01-41-504010-1000	Supplies/Materials-Bus Stops	\$2,875.00
6935	11/11/2024		Collins Cole Winn Ulmer	01-50-503030-0005	Employment law legal questions	\$2,601.50
511073718	11/16/2023		Colorado Association of Transit Agencies	01-14-509020-0000	Driver Training	\$2,5001.00

·						
				04-93-407990-2000		
				\$1,464.84		
				00-101020-1300		
11052024	11/5/2024		River Dance	\$1000.00	Housin RV Spot-2months 1 spot	\$2,464.84
64802	10/28/2024		Girardi's Towing, Inc	01-22-503990-0006	Tow bill-833 to Devine Coach for accident damage repair	\$2,100.00
20241119	11/1/2024		Graves Consulting	01-50-503030-3250	Consulting Services	\$2,000.00
10261	11/6/2024		Statewide Internet Portal Authority	01-52-503030-0009	EVTA-DB Azufre Services	\$1,983.20
15712	11/18/2024	11/18/2024	Signature Signs, Inc	01-54-503030-3240	Bus Wraping Project	\$1,882.14
64817	10/31/2024	10/31/2024	Girardi's Towing, Inc	01-22-503990-0006	Contract Services-Towing	\$1,800.00
9793	9/23/2024	9/23/2024	Global Cable, Inc	01-52-503030-0011	WAP install and cable work at MSC	\$1,688.00
E148599	10/31/2024	10/31/2024	Always Mountain Time LLC	01-54-503030-3260	Radio Ads	\$1,550.00
187342	10/29/2024	10/29/2024	Collett Enterprises, Inc	01-21-504010-0101	Coolant and washier fluid for the wash bay	\$1,100.00
E34047	10/31/2024	10/31/2024	KNS Broadcasting	01-54-503030-3260	Radio Ads	\$1,000.00
					Contract Service General-Crane to Move Shelter that Town	
101024A1	11/29/2024	10/30/2024	HI Cranes Inc	01-41-503050-0010	of Avon gave to Core	\$910.00
64803	10/29/2024	10/29/2024	Girardi's Towing, Inc	01-22-503990-0006	Tow for 803 MSC to DP for potential warranty work	\$900.00
64905	11/18/2024	11/18/2024	Girardi's Towing Inc	01-22-503990-0006	Contracted Services/Towing-Towed 457 to vendor to repairs	\$900.00
187733	11/19/2024	11/19/2024	Colleett Enterprise Inc	01-14-504010-0101	Lubricats/Oil-DEF Fluids for Buses	\$897.00
E148644	10/31/2024	10/31/2024	Always Mountain Time LLC	01-54-503030-3260	Radio Ads	\$888.00
E148645	10/31/2024	10/31/2024	Always Mountain Time LLC	01-54-503030-3260	Radio Ads	\$888.00
187484	10/30/2024		Collett Enterprises, Inc	01-21-504010-0101	Lubricants/Oil-DEF	\$747.50
5963	10/31/2024	10/31/2024	Doctor on Call PC	01-52-509080-0000	Pre-Employment DOT Physical	\$720.00
		11/5/2024	The Vail Corp		CDL Testing	\$550.00
		11/15/2024	The Vail Corp		CDL Testing	\$550.00
		11/22/2024	The Vail Corp		CDL Testing	\$550.00
1014346	11/12/2024	11/10/2024	Eagle Valley Temps	01-22-503990-0004	Contract Services/Maintenance-Bus Wash	\$536.00
1014370	11/19/2024	11/17/2024	Eagle Valley Temps	01-14-503030-0010	Contract Services/Maintenance-Bus Washer Help	\$536.00
24ST667-2	11/13/2024		Colorado Special Distrcits Property and Liability P	01-14-503030-0010	Contracted Services-Skid Truck Training	\$490.00
10302024	10/30/2024	10/30/2024	Consuelo Hernandez	04-93-407990-2000	The Pike cleaning, 3bedrooms, 2bathrooms each unit	\$400.00
1014324	11/5/2024	11/3/2024	Eagle Valley Temps	01-22-503990-0004	Contract Services-Maintenance- Cleaners	\$368.50
2454	10/1/2024	10/1/2024		04-93-407990-2000	HOA-Quail Run107-2	\$300.00
2522	11/1/2024	11/1/2024	Quail Run	04-93-407990-2000	HOA-Quail Run 106-4	\$300.00
2526	11/1/2024	11/1/2024	Quail Run	04-93-407990-2000	HOA-Quail Run 107-2	\$300.00
025-478224	8/31/2024		Tyler Technologies	51-503030-3250		\$290.00
INV00736	11/8/2024		Mountain Recreation	01-41-505020-0001	Utilities-Shelters-Trash Removal	\$150.00
ECO1024				01-22-503030-0014	Unifirst	\$140.19
8070L7257 1014202		10/14/2024		01-51-506030-0000	Insurance-Gemeral Liability-for CDL Testing	\$125.00
8281985142			Motorola Solutions	01-52-503020-0006	Motorola HW	\$116.80
	10/27/2024		Parkville Water District	01-32-512060-0000	Leases and Rentals-Operating Yard Leadville Bus Barn	\$75.10
241486/1	6/26/2024		Ace Hardware	01-41-504010-1000	Suppliese and Materials-Bus Shelters	11.99
	11/12/2024		Eagle County Facilitues	01-50-90-80-0000	Reprint badges	\$10.00



To: The Core Transit Board **From:** Dave Levy, Planning Manager

Meeting Date: 12/11/2024

SUBJECT: Core Transit 10-Year Transit Development and Capital Plan: Project Progress Report

RECOMMENDED ACTIONS: Discussion and Direction

Background

At the April 24 Core Transit Meeting the Board approved a consultant contract with Fehr and Peers to assist with creating the Authority's first 10-Year Transit Development and Capital Plan. The 10-Year Plan is the key component of Strategic Priority #3 in the EVTA Board's Interim Strategic Plan: "Plan for the region's transportation future." The process will yield a comprehensive operating and capital plan covering a 10year timeframe. This inaugural 10-year plan will guide Core Transit decision making and develop a strong foundation for future transportation improvements consistent with the vision outlined in the EVTA Intergovernmental Agreement.

The 9-phase project began in June 2024, with an estimated completion date of July 2025. We are approximately midway through the project.

Today the consultant will present key findings from our public outreach (phase 2), existing conditions analysis (phase 3), and travel market analysis (phase 4). The consultant will also discuss how findings from this work will inform the project's next phase, the development of service alternatives and technical evaluation criteria in Q1 2025 (phase 5). Following today's presentation, the consultants will finalize their existing conditions report for Board approval.



In the next phase, Core Transit will integrate values-based guidance from the Board into the process of refining the alternatives evaluation criteria and help us prioritize service improvements and expansions. We intend to align this portion of this process with a strategic planning retreat for the board early next year.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

1. 10 Year Transit Develpment Plan Update Presentation

10 Year Transit Development Plan Project Update

December Board Meeting

Study Tasks Covered in this Presentation: Public Outreach Existing Conditions Analysis Travel Market Analysis

December 11, 2024



Agenda

- 1. Outreach Findings Summary
- 2. Existing Conditions Key Take Aways
- 3. Travel Market Analysis Highlights
- 4. Evaluation Criteria Brainstorm



Project Timeline	We are here!												
	2024						2025						
	JUN	JUL	AUG	SEPT	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Task 1: Project Management & Meetings													
Task 2: Public Outreach													
Task 3: Analysis of Existing Conditions													
Task 4: Travel Market Analysis													
Task 5: Service Alternatives Development & Analysis													
Task 6: Final Service Development & Delivery Plan													
Task 7: Capital Improvement Plan & Financial Plan													
Task 8: Performance Measures													
Task 9: Draft & Final Plan													



Public Outreach Phase 1 Summary



Public Outreach Activities

- 1. Stakeholder interviews
- 2. Spanish-first focus group
- 3. Pop-up intercept events
- 4. Participation in community events
- 5. Print and digital campaign
- 6. Online survey



Stakeholder Interviews Highlights

- More frequent/later service to Gypsum/Eagle
- Simpler schedules and access to information
- Coordinate schedules with schools, airport, and other transit agencies
- TOD opportunities (affordable housing projects)
- First/last mile (shuttles, microtransit, sidewalk network)
- Focus on employees and students
- Aging adults

By the Numbers

Conducted **12** interviews between **August 15 and September 23**

Spoke to **33** people from **23** organizations

Spanish-First Focus Group

- Bus stop safety/comfort/access (lighting, shelters, safer crossings, more sidewalks)
- **Destinations difficult to access by bus** (Homestake Peak School, Vail Christian, childcare centers, West Vail Mall, Minturn)
- Increase frequency & later service (Valley route, kids school trips)
- Continue to improve driver customer service
- Clearer information (east-west designation, Spanish info)
- Local circulator (Gypsum & Eagle, microtransit to access services)
- Fare Free in Gypsum

16 participants from Gypsum, Eagle, Edwards, and Avon

October 17th from 6-7:30 PM at the Eagle Valley Library

Dinner was provided and participants were compensated \$50.



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Outreach Events









6 Pop-up Intercept Events:

- Avon Station
- Vail Transportation Center
- Chambers Park & Ride (Eagle)
- Freedom Park (Edwards)
- Eagle River Village (Edwards)
- Eagle Valley High School (Gypsum)

Key Community Events Attended

- Biztoberfest
- Red Cliff Community Unity Day
- Fiesta Americas
- Vail Valley Partnership 60th Anniversary

Website location:

evta.colorado.gov/10-year-transit-plan

Survey link: < bit.ly/core-transit-plan



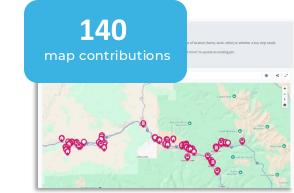
Survey Summary

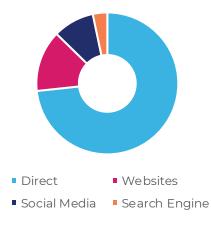


Online Survey Performance

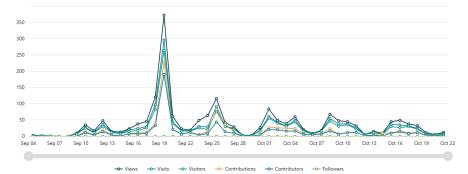
Referral Type







Engagement Over Time

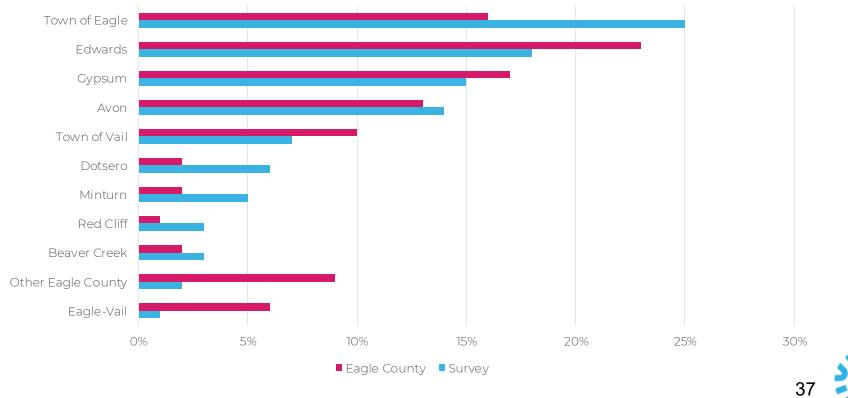


Peak Contribution Dates:

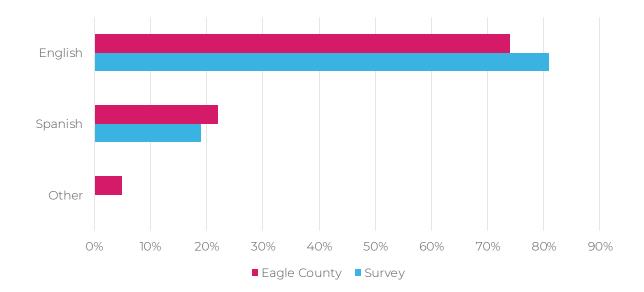
September 18 (38) – Pop-up at Eagle River Village September 19 (229) – Press release September 25 (83) – Email blast September 26 (37) – Email blast forwards (?)



Percent by Location

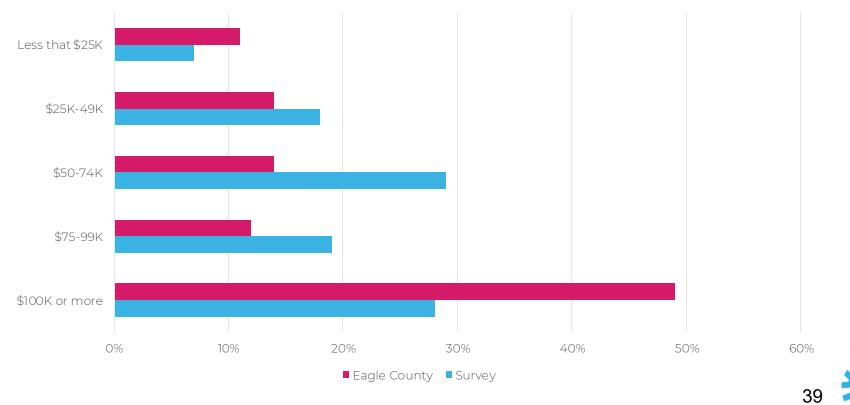


Percent by Language



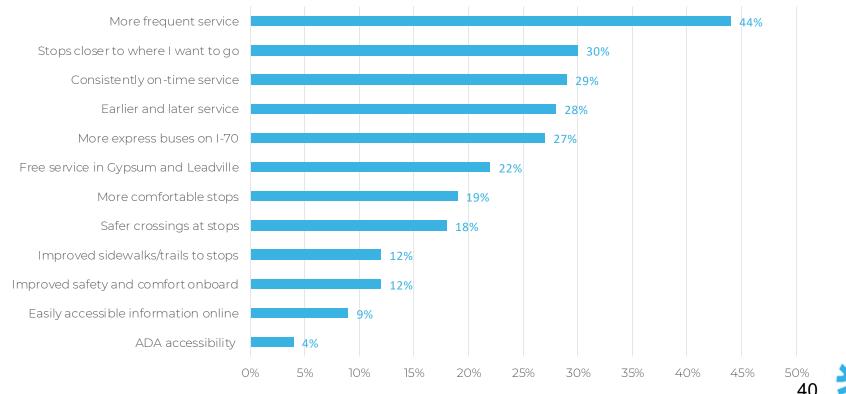


Percent by Income



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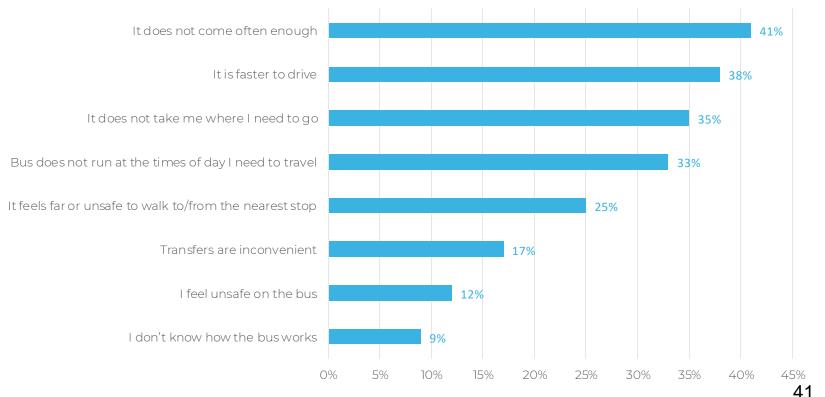
1. What improvements to Core Transit (formerly ECO Transit) bus service would you most like to see (select up to three)?



\V/A\V/A\V/A\V/A\V/A\V/A\V/A\V/A\V/A

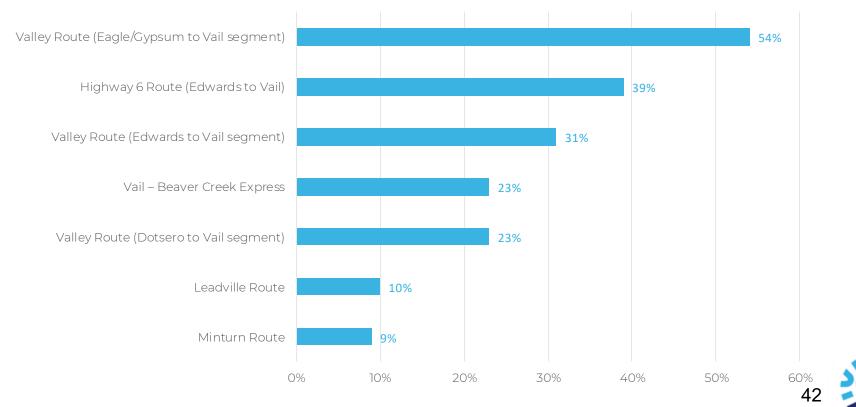


2. Select the barriers that prevent you from riding the bus more often or at all (up to three).

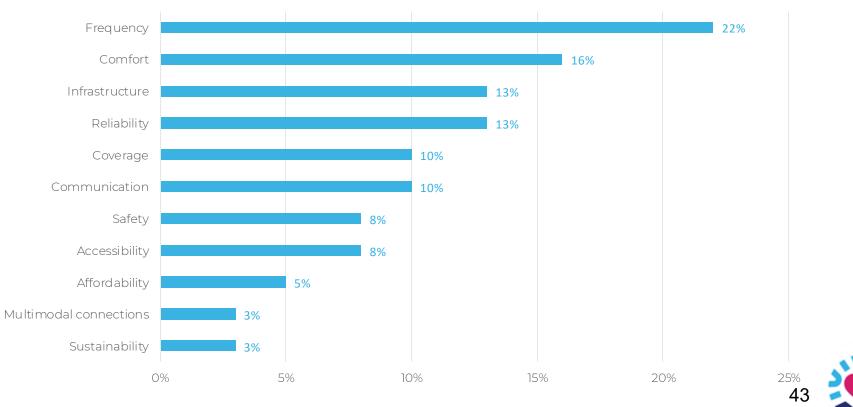


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### 3. Which bus routes are your top priority for greater frequency? Select all that apply.



### **Themes of open-ended responses**



~~~~~~

22% of respondents (27% of Spanish) mentioned frequency

Kids taking the bus to high school should be able to arrive 15-20 minutes before school starts. Right now the busses to EVHS are very inconvenient. Later services!! there used to be a 2am bus from Vail going west. There aren't always ubers/taxis available, it could significantly prevent drinking and driving. More frequent service during "rush hour" -this would hopefully spread out the crowd on the bus during busiest times

> Numerous hospital employees would like to use the bus but our shifts start at 6:00 or 7:00 PM or AM and the bus doesn't arrive in Vail until after the top of the hour

I use the service and . . . the Edwards to Eagle service . . . currently starts at 7:14 and for people who start work earlier it is not possible to arrive on time.

16% of respondents (33% of Spanish) mentioned comfort

Shelters at every bus stop. My mother uses the service and in summer she stands under water in winter under snow because there is no shelter at the Jules Dr. stop.

Climate control according to weather conditions

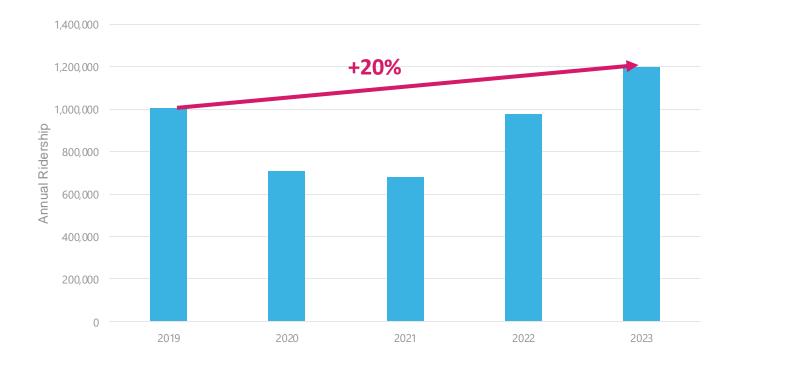
The stops should be better protected and lighted to protect me from animals and other things

Good customer service (drivers)

Existing Conditions



2019-2023 Annual Ridership up 20%



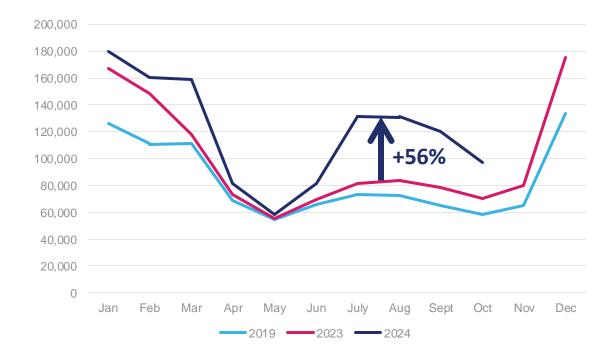


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Ridership Growth Even Higher 2019 - 2024



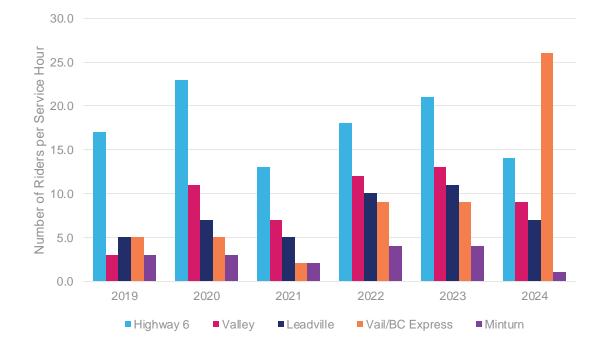
Monthly Ridership by Year



- Ridership peaks Dec-Jan
- Historically, peak winter ridership is double summer peak
- 2019-2023 ridership growth higher in winter than summer
- Large bump in 2024 summer ridership (with fare-free service)

40

Winter Riders/Hour by Route



- Big jump in Vail/Beaver
 Creek Express!
- "Unknown" data from 2021 to 2024 resulting in lower numbers than actual

50

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Core Transit: Boardings by Stop



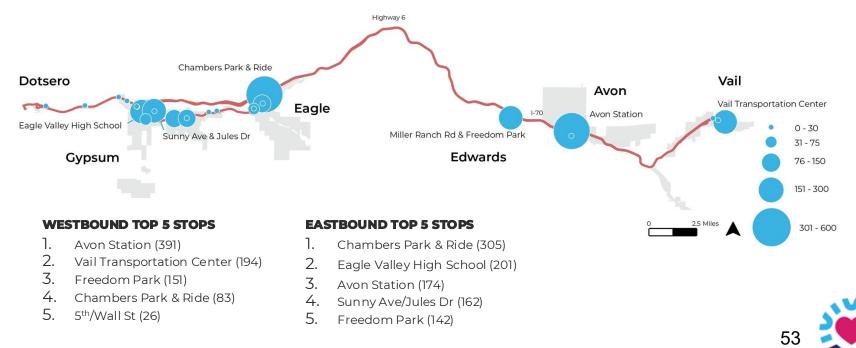
Hwy 6 Route: Boardings by Stop





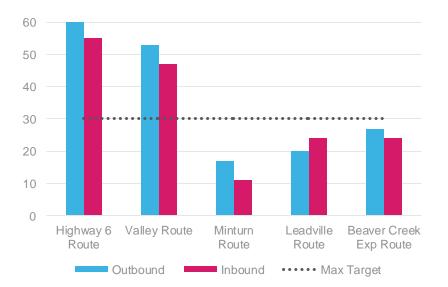
Valley Route: Boardings by Stop

TOTAL AVERAGE BOARDINGS BY STOP, VALLEY ROUTE, WINTER 2024



Capacity Modeling

Winter '23-'24



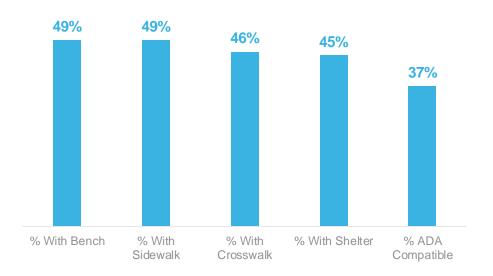
Summer '24





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Percent of 96 Bus Stops With Amenities







Existing Conditions Key Take-Aways

- Ridership growth has far exceeded pre-pandemic levels and is outpacing service increases
- Significant summer '24 ridership growth from fare-free service
- Significant growth in Vail/BC Express ridership
- Peak runs on Hwy 6 and Valley routes exceeding capacity (esp. in winter)
- More diverse travel patterns than all up-valley to Vail (i.e. more travel Eagle-Avon than Eagle-Vail)
- More than half of bus stops lacking amenities

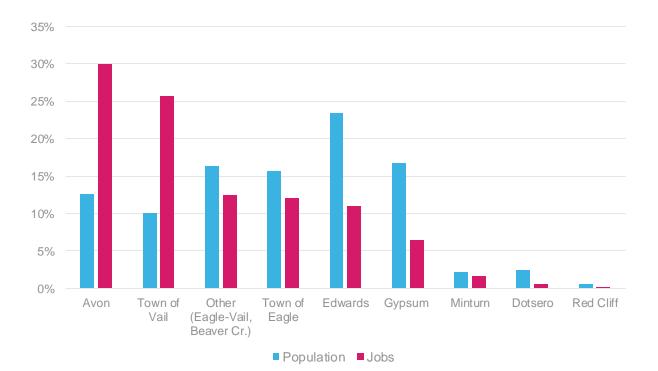


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Travel Market Analysis



Population (48K) & Jobs (31K) in Eagle Valley



Source: U.S. Census (Population: 2020; Jobs: 2021 LEHD)

Notes:

Over 50% of jobs in Avon & Vail

Over 50% of population in Edwards, Gypsum, & Eagle

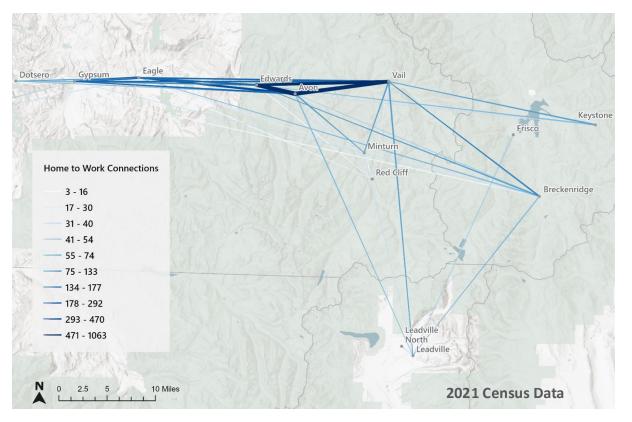
30% of jobs in Edwards, Gypsum, & Eagle

Eagle-Vail & Beaver Creek in "other"

May not factor in seasonal workers well

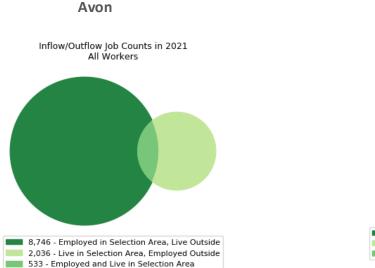
58

Commute Flows (Census)



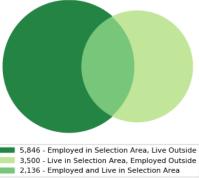


Avon & Vail Commute Flow (Census)



Vail

Inflow/Outflow Job Counts in 2021 All Workers

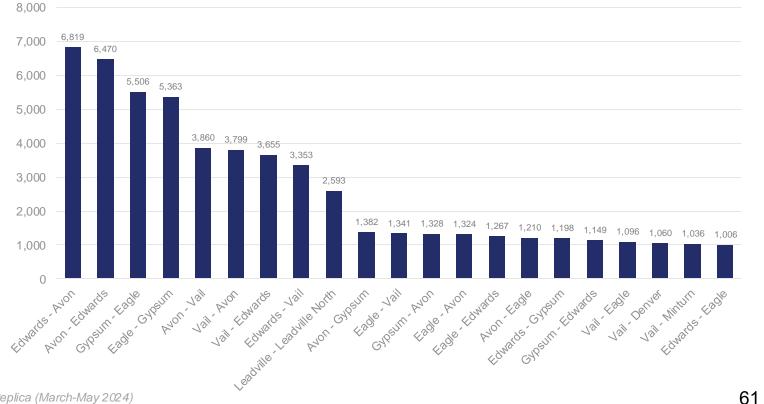




Source: U.S. Census (2021 LEHD)

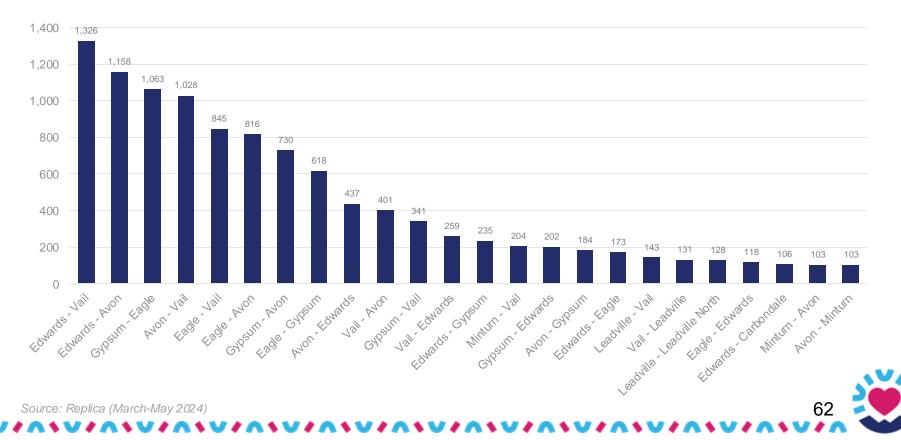
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Replica Common Origin-Destination Pairs



Source: Replica (March-May 2024)

Replica Origin-Destination Pairs, Work Trips



Summary

- Highest demand flows are between Edwards, Avon, and Vail
- More demand from regional commute trips to Avon than Vail
- **Gypsum Eagle is the second highest demand flow** (third for work trips)
- Edwards to Eagle/Cypsum commute is notable



Key Travel Markets

- **Commuters** (service/retail workers, seasonal workers, office workers, healthcare workers, construction workers)
- **Visitors** (skiers, summer recreation, airport)
- School Trips (to/from high school, sports practice, afterschool activities)
- **Recreation Trips** (going skiing, to restaurants, special events, etc.)
- Local Services (grocery, foodbank, clinics, church, library, community centers)
- Seniors (clinics, grocery, etc.)
- **Regional Trips** (access Bustang, Summit County, Glenwood Spgs., Denver)



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Defining Evaluation Criteria



Evaluation Criteria Categories

- Aligns with Core Transit's Vision, Goal, and Objectives
- Transportation Network Factors (Multimodal Connections and Access)
- Operational Factors
- Community Factors (Promotes Equity and Adaptability)
- Economic Factors
- Innovation and Sustainability
- Safety and Comfort
- Impacts and Challenges

Outreach

Stakeholder outreach will be transferred to evaluation criteria and sorted into categories



Evaluation Criteria Categories

	Unteria			
1	Service-orientated			
2	Inspirational		_	
3			22	Helps repair systematic inequities throughout the service area
		Community Factors (Promotes Equity and Adaptability)		Enables people with mobility impairments to travel and
			23	access destinations with the same ease and dignity as everyone else
			24	Provides a system for locals and visitors
	Support Sustainability Goals		25	Increases ridership, promotes mode shift
4			26	Promotes convenience to walking, transit, and bicycling over driving
	Facilitate the Ashievement of Long Term Cools		27	Enables youth to travel and access destinations specific
	Facilitate the Achievement of Long-Term Goats			to them
5	Expand Transportation Options			Annual Service Hours and Corresponding O&M Cost
6		Economic Factors		Cost effectiveness
7				
8			_	Capital Cost
	to the service area	Innovative and Sustainable	-	Current and Projected Density
	Improves access to community amenities within and			Zoning and Redevelopment Potential Environmental Improvements
	adjacent to the service area		-	Innovative multimodal solutions
10	Aligns with other transit agencies within the County			Sustainable Fleet Improvements
11	Improves access to bus stops		-	Sustainability Improvement
			_	Safety
		Safety and Comfort	_	
				Construction Impacts
				Road Impacts
		Impacts and Challenges		Automobile Driving Impacts
			-	Community/Environmental Impacts
			_	Implementation and/or Construction Challenges
				Resiliency
20	improved interinduon			
	3 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	2 Inspirational 3 Support Sustainability Goals 4 Facilitate the Achievement of Long-Term Goals 5 Expand Transportation Options 6 Reduce Environmental Impact from Transportation 7 Serve Key Travel Markets 8 Improves access to parks and trails within and adjacent to the service area 9 Improves access to community amenities within and adjacent to the service area 10 Aligns with other transit agencies within the County 11 Improves access to bus stops 12 Travel Time 13 Earlier/Later service 14 Quality 15 Reliability 16 Capacity and Demand	2 Inspirational 3 Inspirational 3 Support Sustainability Goals 4 Facilitate the Achievement of Long-Term Goals 5 Expand Transportation Options 6 Reduce Environmental Impact from Transportation 7 Serve Key Travel Markets 8 Improves access to parks and traits within and adjacent to the service area 9 Improves access to community amenities within and adjacent to the service area 10 Aligns with other transit agencies within the County 11 Improves access to bus stops 12 Travel Time 13 Eartier/Later service 14 Quality 15 Reliability 16 Capacity and Demand 17 Boardings per Service Hour 18 Frequency 19 FTEs	2Inspirational3223Support Sustainability Goals244Support Sustainability Goals244Facilitate the Achievement of Long-Term Goals265Expand Transportation Options276Reduce Environmental Impact from Transportation307Serve Key Travel Markets308Improves access to parks and trails within and adjacent to the service area329Improves access to community amenities within and adjacent to the service area3210Aligns with other transit agencies within the County3411Improves access to bus stops3712Travel Time3713Eather/Later service3814Quality4015Reliability4016Capacity and Demand4017Boardings per Service Hour4018Frequency4019FTEs44



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Example – Transferring Outreach to Evaluation Criteria

Stakeholder Interviews							
What We Heard	Evaluation Category	Evaluation Criteria					
More frequent service	Operational Factors	Frequency					
· ·							
Later service	Operational Factors	Later Service					
Simpler schedules and access to information	Operational Factors	Information					
Coordinate schedules with schools, airport, and							
other transit agencies	Operational Factors	Schedule Coordination					
TOD opportunities	Innovation and Sustainable	Zoning and Redevelopment Potential					
First/last mile	Transportation Network Factors	Bus stop access					
Focus employees and students	Community Factors	Youth and employees					
Aging adults	Community Factors	Older adults and ADA					

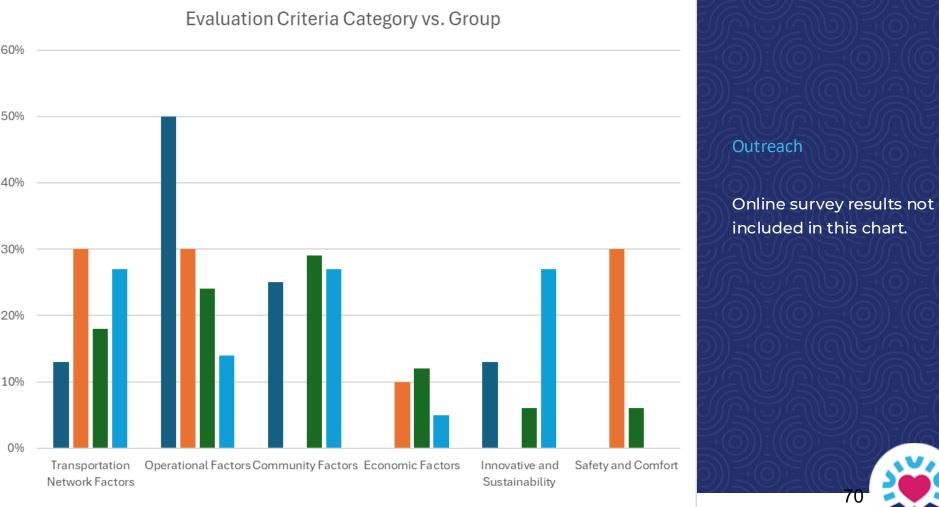


Consolidated Evaluation Criteria Categories

#	Consolidated Evaluation Criteria	Catagon	Outreach
#	Consolidated Evaluation Criteria	Category	Frequency
	Improved access, new service (stops closer to		
1	where I want to go)	Transportation Network	9
	Improved bus stop access (getting to/from		
	existing and proposed stops. i.e. first last mile	ġ.	
2	and micro transit)	Transportation Network	10
e.,	Improved schedule coordination	Transportation Network	2
4	Improved Frequency	Operational Factors	3
ч.)	Reliability	Operational Factors	2
e	Earlier and Later Service	Operational Factors	3
	Faster service (more express buses, faster		
7	transit experience, travel time)	Operational Factors	2
8	Quality	Operational Factors	3
c ,	Improved Information	Operational Factors	4
10	Improved ADA accessibility	Community Factors	2
11	Improved service for youth and aging adults	Community Factors	2
12	Improved ridership	Community Factors	10
13	Free service, good value	Economic Factors	5
14	Innovation and Sustainability	Innovation and Sustainable	10
15	Improved Safety and Comfort	Safety and Comfort	6



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Alternatives Analysis Process

Starting Line Alternatives

Alternatives within Core Transit Scope (regional improvements and/or feeds the regional system)

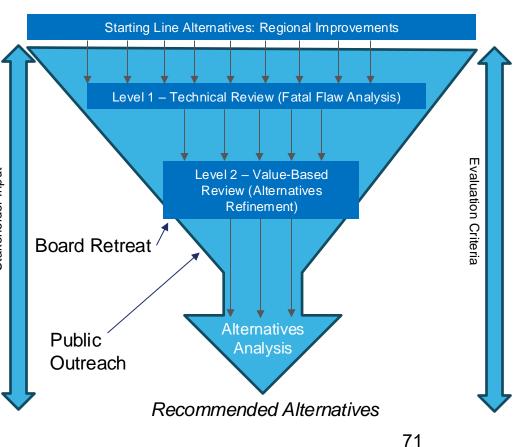
Level 1 – Technical Review

Focused on Operational Factors, Economic Factors, Impacts and Challenges

- Level 2 Value-Based Review Evaluate finalists from Level 1 screening Focused on Board priorities including Transportation Network Factors, Community Factors, Innovation, and Sustainability.
- Results: Recommended Alternatives and Prioritization

Alternatives packaged in terms of prioritization and Core Transit competing needs. Prioritization influenced by Board retreat





Thoughts on Evaluation Criteria

Key criteria we should be make sure not to miss?

Other important categories to consider?



Next Steps



Alternatives Analysis Updated Schedule

- Dec/Jan Develop/Refine Alternatives & Technical Evaluation Criteria
- Jan/Feb Technical Evaluation of Alternatives
- Mar Values-Based Evaluation of Alternatives
- Mar/Apr Solicit Community Input on Alternatives
- Apr/May Select Preferred Alternative



Today's Request to the Board:

Confirm you are comfortable with the direction of the following:

- Public Outreach (Project Phase 2)
- Existing Conditions Analysis (Project Phase 3)
- Travel Market Analysis (Project Phase 4)

Based on the outcome of today's discussion, the consultants will provide a technical memo summarizing Study Tasks 2-4 findings for Board approval.









To: The Core Transit Board

From: Lance Trujillo, Core Transit Director of Innovation and Information Technology

Meeting Date: 12/11/2024

SUBJECT: Luminator mSet Hosted Resolution & Contract

RECOMMENDED ACTIONS: Approve resolution 2024-16 – A resolution approving a sole source contract with Luminator Technology Group for in bus video services and approve the contract with Luminator to host the mSet Video Surveillance System.

BACKGROUND:

Luminator provides our video surveillance equipment on all of our buses. Each of our buses are equipped with Apollo systems that consist of Digital Video Recorders (DVRs) and up to eight cameras. This system is essential in daily operations to review accidents, passenger and operator incidents and safety training. The mSet software is a hosted application that manages the video downloads from buses as needed.

Only video that has been tagged by an operator or management is downloaded. This software also provides health monitoring of the video surveillance system. With the mSet software, Core Transit will have access to video through our unlimited cellular connection, increasing the range at which we can collect video as needed.

The mSet software is our only option to integrate with the Luminator hardware on buses. If a different software system was used, it would be necessary to remove all bus hardware and start a new video surveillance installation project.

The addition of the Luminator mSet software is part of the technology plan that was presented to the Core Transit board in February 2024. Once this implementation is complete, two more servers will be removed from dependency with Eagle County IT.



FINANCIAL CONSIDERATIONS:

The one-time initial setup costs are \$2,798.00. These costs will be used to setup the hosted environment that will be managed by Luminator. First year hosting costs will be \$18,850.00 and include licensing for all vehicles and monthly hosting costs. This amount will be paid monthly after the service period. Hosting costs will increase by approximately 4% each year. The total five-year project costs amount to \$104,898.00. All support costs are included in the monthly cost. Five years of hosting costs are included and subject to appropriation of budget each year. The monthly costs for this project have been included in the 2025 budget.

ATTACHMENTS:

- 1. Luminator mSet Resolution 2024-16
- 2. Luminator mSet Hosting Agreement (with exhibits)

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2024 -16

A RESOLUTION APPROVING A SOLE SOURCE CONTRACT WITH LUMINATOR TECHNOLOGY GROUP FOR IN BUS VIDEO SERVICES

WHEREAS, Eagle Valley Transportation Authority ("Authority") was created by that certain 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 Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the "Authority IGA"), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, the Town of Gypsum, Colorado is not a Member of the Authority, as defined in the Authority IGA, due to the absence of voter authorization for participation in the Authority at the November 8, 2022 election; and

WHEREAS, pursuant to Section 43-4-604(3)(c), C.R.S., the Board of Directors of the Authority ("Board") has the power to make and pass orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the powers vested in the Authority; and

WHEREAS, the Authority has adopted a Procurement Policy which allows for sole source contracts for purchasing services from one vendor, when compatibility of equipment, accessories, replacement parts or other products or services to be purchased are of paramount consideration; and

WHEREAS, the Authority requires a vendor to supply video surveillance services for Authority vehicles; and

WHEREAS, Luminator Technology Group Global, LLC d/b/a Luminator Technology Group, a Delaware limited liability company ("Vendor") provides software services that are compatible with existing video hardware assets; and

WHEREAS, the Board hereby finds and determines that sole source authorization is appropriate and necessary based on the compatibility of Vendor's services with equipment, accessories, replacement parts or other products or services previously purchased by the Authority.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority as follows:

1. <u>Incorporation of Recitals and Single Source</u>. The Recitals above are incorporated herein and confirmed as providing support for selection of Vendor as a sole-source contractor to provide software services for video support to the Authority.

2. <u>Approval of Services Agreement and Authorization</u>. The Board approves the Services Agreement for Luminator Technology Group ("Agreement") attached hereto as <u>Exhibit A</u> and incorporated herein by this reference. The Executive Director is authorized to execute the Agreement and take all other action necessary to engage Vendor to provide the services contemplated therein.

3. <u>Severability.</u> If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. <u>Effective Date</u>. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

ADOPTED this 11th day of December, 2024.

EAGLE VALLEY TRANSPORTATION AUTHORITY

Jeanne McQueeney, Board Chair

ATTEST:

Tanya Allen, Secretary

EXHIBIT A

SERVICES AGREEMENT BETWEEN

Eagle Valley Transportation Authority and Luminator Technology Group

[Attached]

SERVICES AGREEMENT BETWEEN

Eagle Valley Transportation Authority and Luminator Technology Group

THIS SERVICES AGREEMENT ("Agreement") is made and entered into the most recent day and year set forth below by and between **Eagle Valley Transportation Authority**, a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Core Transit ("Owner"), whose mailing address is c/o ECO Transit, P.O. Box 1070, Gypsum, Colorado 81637, and **Luminator Technology Group Global**, LLC d/b/a Luminator Technology Group, a Delaware limited liability company.

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. <u>Scope of Services</u>. The Contractor agrees to provide Apollo software and hosting services, as further described in **Exhibit A**, **Exhibit B** and **Exhibit C**, attached hereto and incorporated herein by this reference ("Scope of Services"). All provisions of **Exhibit A**, **Exhibit B** and **Exhibit C**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A**, **Exhibit B** and **Exhibit C** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. <u>Contract Term</u>. The initial term of this Agreement shall be twelve (12) months (the "Initial Term") with 4 (four) additional one-year terms (each a "Renewal Term"). The Agreement shall be automatically renew at the end of the Initial Term and each Renewal Term unless earlier terminated by Owner. The Initial Term and all Renewal Terms are collectively referred to as the "Term."

3. <u>Time of Commencement and Completion of Services</u>. The services to be performed pursuant to this Agreement shall be completed in accordance with the Scope of Services. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

4. <u>Early Termination by Owner</u>. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Owner, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor's sole right and remedy for such termination.

5. <u>Compensation</u>. In consideration of the services to be performed pursuant to this Agreement, the Owner agrees to pay the Contractor the amounts set forth in the Scope of Services. Total compensation shall not exceed one hundred four thousand eight hundred and ninety-eight Dollars (\$104,898.00). The Owner shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Owner periodically, but no more frequently than once a month. Owner shall pay Contractor within (30) days of receipt of Contractor's invoice.

6. <u>Qualifications on Obligations to Pay</u>. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

Agreement.

(a) The Contractor is in default of any of its obligations under this

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Contractor.

7. <u>Owner Representative</u>. The Owner will designate, prior to commencement of work, its project representative (the "Owner Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. <u>Independent Contractor</u>. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Owner. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Owner for the performance of the services described in this Agreement.

9. <u>Assignment</u>. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner's sole discretion.

10. <u>Standard of Care</u>. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. <u>Insurance</u>.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Cyber security coverage having an aggregate limit of not less than \$3,000,000;

(ii) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(iii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iv) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate.

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(i) The Owner, the Owner Representative, and the Owner's directors, officers and employees shall be endorsed as "Additional Insureds" under the commercial general liability insurance policy for both ongoing and completed services.

(d) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; and (ii) commercial general liability policies in favor of the Owner, its directors, officers, agents, and employees.

(e) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Owner and its directors, officers, agents, and employees. Any insurance maintained by the Owner and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

12. <u>Compliance with Laws</u>. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

13. <u>Acceptance Not Waiver</u>. The Owner's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Owner under this Agreement.

14. <u>Default</u>. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

15. <u>Remedies</u>. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

16. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Contractor's negligent performance of the Scope of Services or related to physical injuries (including death to person(s) and damage to property). The Contractor's obligations under this Section shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A and Exhibit B, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount). The Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees.

17. <u>Binding Effect</u>. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

18. <u>Amendment</u>. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

19. <u>Law; Venue</u>. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Eagle County.

20. <u>Severability</u>. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. <u>Annual Appropriation</u>. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors. All parties acknowledge that Owner is a governmental entity, and the validity of this contract is contingent upon funds being specifically budgeted and appropriated for the obligations herein described for each budget year covered by this contract. If sufficient funds are not appropriated or allocated for Owner's performance in accordance with this contract for any fiscal year, this contract shall automatically terminate without penalty, liability, or expense of any kind to Owner upon written notice of such non-appropriation of funds provided to Contractor. Such notice shall be delivered in accordance with the notice provisions set forth below and shall specify the effective date of contract termination due to non-appropriation of funds.

22. <u>Work Product</u>. All data and other documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

23. <u>Taxes</u>. The Owner is a governmental entity and is therefore exempt from state and local sales and use tax. The Owner will not pay for or reimburse any sales or use tax that may not directly be imposed against the Owner. The Contractor shall use the Owner's sales tax exemption for the purchase of any and all products and equipment on behalf of the Owner.

24. <u>Time is of the Essence</u>. All times stated in this Agreement are of the essence.

25. <u>Notices</u>. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

26. <u>Counterparts, Electronic Signatures and Electronic Records</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

27. <u>No Third-Party Beneficiaries</u>. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

28. <u>Section Headings</u>. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

29. <u>Not Construed Against Drafter</u>. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

OWNER:

Eagle Valley Transportation Authority, a quasi-municipal corporation and political subdivision of the State of Colorado

By:	
Name:	
Title:	
Date:	

CONTRACTOR:

Luminator Technology Group Global, LLC

d/b/a Luminator Technology Group, a Delaware limited liability company

By:	
Name:	
Title:	
Date:	

ATTACHED EXHIBITS

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – LUMINATOR SERVICE LEVEL AGREEMENT (SLA)

EXHIBIT C – HOSTED MSET DEPLOLYMENT FOR CORE STATEMENT OF WORK

EXHIBIT D – CERTIFICATE OF INSURANCE

EXHIBIT A – SCOPE OF WORK

Exhibit A

Line Qty	Model	Description	Unit Price	Ext. Price
mSET Software				
mSET Subscriptio			¢400.00	¢5 400 00
1	50 mSET-X-SV-I	mSET Software, I-Year Hosted Streaming Video Single-Vehicle Subscription	\$108.00	+-,
2	50 mSET-X-EB-I	mSET Software, I-Year Hosted Essentials Bundle Single-Vehicle Subscription	\$269.00	+ ,
3	1 mSET-X-SU	mSET Software, Hosted Setup Fee	\$2,798.00	
		Subtotal	\$3,175.00	\$21,648.00
mSET Subscriptio	n: Year 2			
4	50 mSET-X-SV-1	mSET Software, I-Year Hosted Streaming Video Single-Vehicle Subscription	\$112.00	\$5,600.00
5	50 mSET-X-EB-1	mSET Software, I-Year Hosted Essentials Bundle Single-Vehicle Subscription	\$280.00	\$14,000.00
		Subtotal	\$392.00	\$19,600.00
mSET Subscriptio	n: Year 3			
6	50 mSET-X-SV-I	mSET Software, I-Year Hosted Streaming Video Single-Vehicle Subscription	\$117.00	\$5,850.00
7	50 mSET-X-EB-1	mSET Software, I-Year Hosted Essentials Bundle Single-Vehicle Subscription	\$291.00	\$14,550.00
		Subtotal	\$408.00	\$20,400.00
mSET Subscriptio	n: Year 4			¥==, · · · · · ·
8	50 mSET-X-SV-I	mSET Software, I-Year Hosted Streaming Video Single-Vehicle Subscription	\$121.00	\$6,050.00
0	50 mSET-X-EB-1		\$303.00	
5	JU MSET-A-ED-T	mSET Software, I-Year Hosted Essentials Bundle Single-Vehicle Subscription		· · · ·
		Subtotal	φ424.00	φ21,200.00
mSET Subscriptio			* 100.00	to 000 00
10	50 mSET-X-SV-I	mSET Software, I-Year Hosted Streaming Video Single-Vehicle Subscription	\$126.00	
11	50 mSET-X-EB-1	mSET Software, I-Year Hosted Essentials Bundle Single-Vehicle Subscription	\$315.00	• •
		Subtotal	: \$441.00	\$22,050.00
			Total: \$ 104,8	98.00

Luminator Quotation Number: A-0164464A

1. Hosting Services

Platform-as-a-Service (PaaS) on High end Enterprise Cluster (HEEC) will be the model of the hosted service for the Owner. The Contractor will provide the Owner with a virtual server based on HEEC up to the top of services. These services responsibilities will be assigned through the responsibility matrix (RACI).

2. Connectivity to Buses

- a. Data collected by vehicles will traverse through the Owners cellular connection to the hosted site.
- b. The Contractor will provide the connection details and assist with the configuration of vehicle routers and Digital Video Recorders (DVR).
- c. The option to move from cellular data to uploading the data through a wireless access point at the Owners garage locations via a secured internet connection will also be available in the event that the cellular connection is not satisfactory. The Contractor will provide the necessary support to configure the connection.
- d. Configuration help will be provided for the Cradlepoint 900 router. The Owner may change or update routers and request the Contractor for configuration assistance.

3. Licensing and Storage

a. Up to 50 vehicles will continuously be licensed.

- b. Unlimited staff logins will be provided to access the mSet application.
- c. No storage limit for the video kept in long term storage.

4. Incident Report Contacts

- a. Contact Person Core Transit IT Director of Innovation and Information Technology
- b. Deputy Contact Core Transit Safety and Training Supervisor
- c. Luminator PM Provides quarterly reporting and reviews.

5. Data Centers

- a. Data Centers will be in the United States.
- b. Any breach of security will be reported to Customer in a timely manner.

6. Training

- a. mSet training will be provided remotely for Safety and Training Supervisor and IT team.
- b. Video training will be provided for future team members.
- c. Quarterly remote training sessions will be available as needed.

Project RACI Chart

Task / Stakeholders	Luminator Technical Support	Luminator Onsite Support	Luminator Field Services Manager Jaqueta Donaldson	Technical Support Manager Louis Kuhns	Luminator Training Dept. Pearl Lewis	End User: CORE Transit	Luminator Sales Engineer: Anthony Tapia
Task 1: mSET Initial Meeting	R	R	R	R	R	R	А
Task 2: mSET Module Installation	R	I	I	А	I	I	I
Task 3: Admin User Setup	R	I	I	А	I	R	I
Task 5: DVR Configuration	I	R	А	I	I	I	Ι
Task 6: DVR Function Test	С	R	А	I	I	I	с
Task 7: Confirming DVR Connects to mSET Server	С	R	А	I	I	I	I
Task 8: Post Deployment Testing	С	R	Α	I	I	I	Ι
Task 9: mSET Training	I	I	I	I	A	I	Ι
Task 10: Post Deployment Support	R	R	A	А	I	I	А

EXHIBIT B – LUMINATOR SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement (SLA)

STANDARD

Luminator Technology Group 900 Klein Road Plano, Texas 75074 United States

Phone: +1 (972) 424 6511 info@luminator.com www.luminator.com

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13	Counterp	p arts; Facsimile Error! Bookmark not defined	
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In	nfrastructur	re -as-a-Service (IaaS) on Highend Enterprise Cluster (HEEC)	8
Ρ	latform -as	s-a-sevice (PaaS) on Highend Enterprise Cluster (HEEC)	8
In	nfrastructur	re -as-a-Service (laaS) on BareMetal	8
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1 Introduction

The Service Level Agreement (SLA) specifies the quality of the IT services that Luminator Technology Group (hereinafter Luminator) provides to its customers in the course of a hosting contract. With the SLA Luminator guarantees the availability of the IT services agreed in the hosting contract between the customer and Luminator. As a rule, an SLA is agreed for each server (physical or virtual) included in the hosting contract and for services supported by Luminator. Unless otherwise mentioned, SLA Standard shall be deemed agreed.

2 Definitions and availability calculation

General inquiry: There is no malfunction. The customer asks for information, for example.

- <u>Change Request</u>: There is no malfunction. The customer requests a change to a server or service supported by Luminator via the ticket system.
- *Service:* A software component that serves as the basis for a function of the customer's application.
- <u>Business hours:</u> Luminator's business hours include working days (Monday to Friday) from 08:00 a.m. to 6:00 p.m Central Standard Time (CST). Troubleshooting within business hours is also abbreviated as. "10x5" abbreviated.
- <u>10x5</u>: The acceptance and elimination of faults takes place during business hours.
- *<u>24x7</u>*: The acceptance and elimination of faults takes place around the clock 24 hours a day, 7 days a week.
- <u>Critical failure:</u> The affected service or server is no longer accessible.
- <u>Off-peak time</u>: The off-peak time includes workdays from 18:00 to 08:00 as well as Saturdays, Sundays and public holidays in US.
- *Disruption:* The affected service can still be reached, but is only available to a limited extent.
- <u>Response time</u>: The response time defines the period of time between the receipt of a fault and the start of qualitative processing by Luminator.

Maintenance window:

In the time from Monday to Sunday between 02:00 o'clock and 06:00 o'clock work on hardware or software can be carried out, which affects the accessibility of the server or individual services for longer than 1 minute. The announcement of a maintenance tak es place at least 7 days in advance. Excluded from an announcement are standard patches,

which can be done within the maintenance window usually weekly. Security updates that are important for the system without restrictions or with restrictions of less than 1 minute as well as particularly critical security updates may also be applied earlier and thus outside the maintenance window.

Failure / Availability:

The availability of the network infrastructure at Luminator (backbone) is at least 99.00%. The availability of the individual SLAs refers exclusively to the services agreed in the hosting contract. The outage or unavailability begins with the written notification of the fault by the customer, the recording of a critical fault when notified by telephone, the inaccessibility of a server monitored by Luminator or a service supported by Luminator. The outage ends when the server is reachable again or the service managed by Luminator is up and running again (status quo maintenance). Downtimes within maintenance windows are not considered in the calculation of availability.

Availability calculation:

Availability is calculated according to the following formula:

Availability in % = $(8760 \text{ hours} - \Sigma \text{ of downtime per year}) \times 100$

8760 hours.

2.1 Network Outage Term and Coverage

Luminator defines a network outage as an event when the distribution switches, that feed costumers primary and secondary network drops, become unavailable simultaneously. This will cause the customers network to become inaccessible in both primary and secondary drops at the same time during the service term. Network outages due to Luminator switch failure are cove red by this agreement.

Limitation: Not all types of network outages will be covered by this agreement. Network outages due to events outside of Luminator control (such as Force Majeure and catastrophic events) and scheduled emergency maintenance are not subject to this agreement.

2.2 Scheduled Emergency Maintenance

When a possible future network or server interruption is detected due to stress or wear and tear of the equipment, Luminator reserves the right to issue a scheduled emergency maintenance to mitigate the risk of a more prolonged outage, which if deemed necessary may interrupt delivery to the customer system. Luminator will provide a 48-hour notice to the Parties before implementing such maintenance.

2.3 Power Outage Term and Coverage

Luminator defines a power outage as an event when the power distribution units (PDUs), which feed the customer's primary and secondary power circuits, lose power simultaneously. This causes power to become unavailable in both primary and secondary circuits at the same time during the service term. Power outages due to Luminator PDU failure are covered by this agreement.

Limitation: Not all types of power outages will be covered by this agreement. Power outages due to events outside of Luminator control (such as Force Majeure and catastrophic events) and scheduled emergency maintenance are not subject to this agreement.

2.4 ScheduledPowerEmergency Maintenance

When a possible future power interruption is detected due to stress or wear and tear of the equipment, Luminator reserves the right to issue a scheduled emergency maintenance. This will mitigate the risk of a more prolonged power outage, which if deemed necessary, may interrupt delivery to the customer system. Luminator will provide a 48-hour notice to the Parties before implementing such maintenance.

3 Cooperation of the customer

The contractual partner is solely responsible for providing Luminator with correct and up-to-date contact information (contact person, phone no., e-mail, ...) which allows immediate contact in the event of a fault report. The stated response times of the corresponding SLA only apply if the customer has fulfilled its own obligations to cooperate. If Luminator is denied the necessary support for the performance of the agreed operating state or the recovery of an operating state, the provisions agreed in the SLAs shall not come into force, or the times stated shall be postponed by the duration of the delayed support.

4 Incident report

4.1 Incident report- customer

Error messages may only be reported by authorized persons. The circle of authorized persons is limited to two contact persons (contact person and deputy) of the customer as well as two contact persons of the servicing agency (contact person and deputy), which are deposited with Luminator by name. If contact persons change, the contractual partner is solely responsible for providing Luminator with the changed contact information (contact person, phone number, e -mail) in writing (e.g. via e-mail). Faults can be reported to the Luminator helpdesk by telephone or e-mail between 8:00 a.m. and 6:00 p.m. Monday to Friday:

+1-972-424-6511

or

support.na@luminator.com

Please note that Luminator will charge the incurred expenses for a review and/or repair of a malfunction at the respective hourly rate (\$90/hour) if it turns out after reporting the malfunction that its cause was not in Luminator's area of responsibility or it was a matter of chargeable services (e.g. change requests).

If the Incident is reported via an e-mail address corresponding to a higher service level than the actually agreed service level, the fault will only be remedied according to the actually agreed service level.

4.2 Incident reporting- monitoring system

The availability of the server and the services administered by Luminator are monitored at defined intervals by a monitoring system.

5 Troubleshooting

After the incident report, Luminator will start the fault analysis and troubleshooting of the cause of the incident. All available information, such as error messages of the affected system, should be attached to the incident report for effective troublesh ooting.

If an error correction is not possible without the customer's cooperation, the customer's contact persons will be informed about the malfunction. If the contact persons are not known or cannot be reached, the error correction may be delayed accordingly.

The time of the incident notification, the status and the completion of the incident with a description of the measures taken shall be documented in the ticket system.

6 Overview- Service features

The availability guaranteed by Luminator depends on the infrastructure Luminator provides. A distinction is made between cloud and cluster infrastructures and dedicated hardware (BareMetal), which is provided specifically for the customer. Please refer to Appendix A for the availabilities.

Features	STANDARD
Availabilities	Regulated in Annex A
Response time for critical faults and malfunctions within	
Mon-Fri 8:00 - 18:00	4 hours
10x5	
Response time for critical faults and malfunctions outside	
Mon-Fri 8:00 - 18:00	none
10x5	
Response time for general inquiries and change Requests	
Mon-Fri 8:00 - 18:00	8 hours
10x5	
Maintenance window	Mon-Sun 22:00 - 9:00
Customer	7 days before, in case of interruption
information during maintenance	> 1 min.
VIP status*	none
Consulting from	
Software developers	Chargeable

*) VIP status means that in the event of critical malfunctions within business hours, the Luminator technician primarily responsible for the customer environment, if possible, will be involved with the aim of faster troubleshooting.

7 Security

Luminator data centers are secure, hardened facilities with controlled access and video security. Approved Luminator datacenter employees will be given access to RTC's hosted system using a "least privilege" protocol and updated periodically as needed. Luminator employees who access customer's hosted system will do so using industry standard security protocols. All Luminator employees receive a background check upon initial hire. No Agent (s) or customer employees will be given physical access to the hosted server.

The Agent (s) will be provided Administrator access to the hosted software through secure login credentials and managed thereafter by the Agent (s) within the hosted software. Luminator shall maintain access to the hosted software to provide customer support and ensure desired functionality of the system.

To ensure protection of customer data, hosted system will reside in a DMZ and the hosted software will utilize a SSL certificate. Additionally, antivirus and malware detection is utilized both on the firewall and server levels within Luminator datacenters. Hosted system will also be periodically scanned for vulnerabilities and provided with security updates based on monitoring of security mailing lists and cert advisories.

8 Disclaimer and delimitation

In addition to the general terms and conditions of Luminator the following disclaimer applies. Only downtimes for which Luminator is responsible will be included in the calculation of availability. The following downtimes are not included in the calculation:

- Failures for which Luminator Technology Group is not directly responsible, in particular external DNS and routing problems, attacks on the network or mail infrastructure of Luminator (DDoS) and failures of parts of the Internet outside the control of Luminator.
- Failures caused by the customer, in particular failures caused by incoming/outgoing hacker attacks due to faulty or insufficient maintenance of the customer's own hardware and software.
- Failures caused by outdated operating systems, for which the customer does not perform or order an update / upgrade.
- Failures due to customer-administered systems being improperly used or repaired, or systems not being installed, operated and maintained in accordance with the manufacturer's or Luminator's guidelines.
- Failures that were incorrectly reported to the customer due to errors at internal or external monitoring / supervision service providers.
- Outages that have occurred due to planned and mutually agreed interruptions as a result of maintenance work by Luminator, vicarious agents of Luminator or the Customer.
- Outages caused by force majeure
- Downtime where the customer specifically requests no troubleshooting.

9 Ownership of Data

All data created and/or stored by customer within the hosted system is customers property and is for the exclusive use of its designated users. Luminator makes no claim of ownership of customers data contained on its hosted servers but may access customers data to provide services described in this document for troubleshooting and internal development purposes in accordance with the Master Agreement.

10 Data Retention

Data shall be stored and maintained as managed by the Agents throughout the duration of the Master Agreement.

Upon the termination or expiry of the Master Agreement, Luminator will provide the Agent (s) thirty (30) days' notice from the date of termination to download the data. The Agent (s) may request the data on physical media format (such as: hard-disk) at Agent's own expense if requested in writing within fifteen (15) days of the termination date. If thirty (30) days does not give the Agent (s) sufficient time to download stored data, the Agent (s) must contact Luminator in writing during that period to make o ther arrangements and shall incur a daily storage fee until such data can be downloaded, up to a maximum of ninety (90) days from the date of termination. For clarity, Luminator shall reserve the right to purge any remaining RTC data after ninety (90) days from the date of termination or thirty (30) days from the date of termination if the Agent (s) have not made other arrangements with Luminator.

11 Limitations on Liability

To the extent permitted by law, Luminator will not be held responsible for any loss, cost, claim, or damages of any kind for any matters arising out of this SLA unless otherwise specified within this document. Solely to the extent permitted by applicable I aw, regulation, or privileges and immunities, that customer and customers Agent (s) will hold harmless and indemnify Luminator and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of Luminator's Product or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

12 Severability clause

Should individually provisions of this Service Level Agreement be invalid or unenforceable or become invalid or unenforceable after commissioning, this shall not affect the validity of the remainder of the Service Level Agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision.

Annex A- Availabilities

Infrastructure-as-a-Service (IaaS) on Highend Enterprise Cluster (HEEC)

Luminator provides the customer with a virtual server based on HEEC up to the top virtualization. The administration of the operating system (OS) as well as the services and applications are the responsibility of the customer.

STANDARD	
99.00 %	
10x5	

Platform-as-a-sevice (PaaS) on Highend Enterprise Cluster (HEEC)

Luminator provides the customer with a virtual server based on HEEC up to the top of services. Which services are the responsibility of Luminator is regulated in the offer or is recorded separately in a responsibility matrix (RACI). Luminator is responsible for the administration of the operating system (OS) and the defined services.

STANDARD	
99.00 %	
10x5	

Infrastructure-as-a-Service (IaaS) on BareMetal

Luminator provides the customer with a physical server based on BareMetal up to the top BIOS. The physical server is connected via the Luminator firewall cluster. The administration of the operating system (OS) as well as the services and applications are the responsibility of the customer.

STANDARD	
99.00 %	
10x5	

Platform-as-a-Service (PaaS) on BareMetal

Luminator provides the customer with a physical server based on BareMetal up to the top of services. Which services are the responsibility of Luminator is regulated in the offer or is defined separately in a responsibility matrix (RACI). Luminator is responsible for the administration of the operating system (OS) and the defined services. The administration of the applications is the responsibility of the cu-stomer.

STANDARD	
99.00 %	
10x5	

EXHIBIT C – HOSTED MSET DEPLOLYMENT FOR CORE STATEMENT OF WORK

Statement of Work and Plan



Hosted mSET Deployment for CORE Transit

Statement of Work

Project Manager: Account Manager: Miles Beran Solutions Engineer: Tony Tapia

Version 1 – 12/2/2024



I. Overview

The purpose of this project to deploy Luminator's mSET cloud-based application solution to allow CORE Transit the ability to remotely access the Luminator Mobile Video Recorders throughout their fleet. The hosted mSET option provides the mSET server, database, clips and metadata at a 100% hosted Luminator Technology Group datacenter with remote browser-based client access. Vehicle connectivity to Hosted mSET can be achieved by either Wi-Fi or cellular connection. CORE Transit has selected mSET Base software with additional Health, Smart-Clip, and Streaming Video modules. CORE Transit intends to use the mSET Streaming Video Module to view live streaming video from the on-board cameras on all connected vehicles in their fleet.

II. Scope

Task des	scription	Description
1. n	nSET Initial Meeting	Discuss the mSET modules, Architecture Guide, necessary hardware, fleet composite, next steps, team introductions
	nstall mSET Module nstallation	Luminator Tech Support Team will install mSET Hosted Essential Bundle + Streaming Video Modules
3. A	Admin User Setup	Luminator Tech support with cooperation from CORE Transit will set up Admin and non admin users on the mSET software.
	Configuring DVRs to connect to mSET	Cooperating with CORE Transit IT personnel Luminator support would configure vehicle on-board routers to a static IP address which will allow data traffic flow from the Mobile Video recorders on each vehicle through to the Hosted mSET Server
5. C	OVR Function Test	Once DVRs are configured to communicate with mSET server a function test will be performed to confirm all cameras and hard drive are in working order.
	Confirm DVR Connects to nSET Server.	After DVR Function Test is performed Luminator onsite support will add the DVRs to the mSET software and confirm connection.
7. F	Post-Deployment Test	This starts before the system is turned over to the customer. A few buses will be necessary to use for downloading video clips and testing mSET modules Health, Smart-Clip and Live Stream.
8. n	nSET Training	Remote training sessions with customers to train on how to



	best use the modules of mSET. Need to include a session to work on "access levels" with CORE TRANSIT, i.e. what level access each of their users needs to mSet (Admin, Super User, End User etc.)
9. Post-Deployment support	A set of meetings will be scheduled for up to a month after deployment to ensure a smooth transition for users to mSET and the application is working as designed and expected.

III. Hosted mSET Connectivity and System Layout

CONNECTIVITY VIA WI-FI

Connectivity to sites via a Wi-Fi network is achieved by establishing an IPSEC VPN tunnel from the off-site data center that hosts mSET to a static WAN IP address that is visible to the RoadRunner[™] Recorder sites. mSET can support DHCP over Wi-Fi. The Recorder must be able to send outbound IP messages to the mSET server using TCP 8202 and 8203.

CONNECTIVITY VIA CELLULAR NETWORK

Hosted mSET connectivity through a cellular network can be accomplished by establishing static public cellular IP addresses via onboard cellular routers. Cellular connectivity is recommended for those customers who would like to have an always-connected fleet and to utilize the mSET Streaming Video module.

mSET supports both primary and secondary IP addresses to transfer most video data over a Wi-Fi connection while also providing live data/view over a cellular connection.

Network Connectivity Summary

Cellular

Wi-Fi

- Static or dynamic IP addresses on the network are used to download RoadRunner Recorder video clips, metadata and system health information
- Static network IP address is dedicated to the remote mSET server that is also visible to RoadRunner Recorder sites
- An IPSEC VPN tunnel to the static IP address hosting mSET Luminator is then provided with the customer's
- Static public IP address assigned to each router onboard a vehicle with Roadrunner Recorder
- Minimum: 3G Preferred: 4G/LTE
- Provides the benefit of near real time access to health reports, clips and metadata when the site is connected
- Provides near real time location via the mSET Location module and will show



the approximate location of vehicles on

their route

Statement of Work and Plan

chosen VPN client and credentials

- Take advantage of higher bandwidth with faster clips and metadata downloads
- Daily batch update of health status

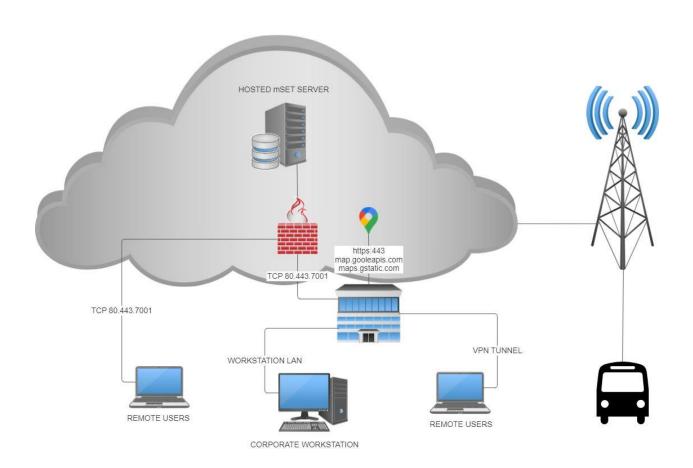
NOTE: A public static IP address must be assigned to each vehicle's cellular data plan

Statement of Work and Plan



System Diagram for Hosted Server Cellular Deployment

Network Layout



Statement of Work and Plan



Anticipated Wireless Network Data Consumption

Module	Typical Use Cases	Monthly Bandwidth Estimate
SmartClip	A site (on-board system) will have an operator-initiated event once every 10 days that yields a 240MB clip:	3.3GB data per site (on-
	1. Historically we observe that on any given day approximately 10% of a fleet with the mSET SmartClip module will have a driver-initiated event.	board system)
	2. The typical operator event clip is 90 seconds, with a size of 240MB (480MB HD) with 8 cameras	, ,
	3. Three operator events per month of 240MB (480MB HD) result in 720MB per month per site.	
	 A site will have an accelerometer event every three days that yields a 60MB clip: Historically 30% of the fleet will have an accelerometer event on any given day. The typical accelerometer alarm video clip setting is for 30 seconds at a size of 60MB. 	
	 The typical accelerometer alarm video clip setting is for 30 seconds at a size of 60MB. 10 accelerometer events of 60MB in size result in 600MB (1200MB HD) per month per site. 	
	Estimate 20% of events will result in a customer clip request for an average of 2.5 requests per site per month. Estimate that each clip is five minutes resulting in an 800MB request	
Health	Historical use of approximately 40MB per day in health log data.	1.3GB data per site (on- board system)
Streaming Video	The Streaming Video module is more dependent upon bandwidth utilization than other mSET Modules. The bandwidth estimate represents approximately 5 minutes of live view per vehicle, per month. Agency's must purchase and manage cellular data plans.	1GB data per site (on- board system)
Location	Estimate one location-based custom clip request per month per site of 5 minutes resulting in an 800MB requests	800MB data per site (on- board
Live Data	For RoadRunner MRH: 2.6 million seconds per month and 494 bytes per second	system) 1.28GB data per month per site (on- board system)
	For RoadRunner HD and 4K Recorders: 2.6 million seconds per month and 1329 bytes per second	
		3.44GB

data per month per site (onboard system)



IV. Out of Scope Activities that are Critical to the Success of the Project

- 1. Network issues
- 2. Hardware Issues
- 3. Availability of vehicles

V. Deliverables

- 1. mSET Single Vehicle Licenses for Health, and Smart-Clip, and Live Streaming Modules
- SW maintenance package which includes: Access to Luminator customer portal for ticket creation and escalation, engineering support, access to patches/firmware updates, and Software upgrades.
- 3. mSET Architecture Guide
- 4. LDAP Documentation
- 5. Access to mSET Training videos
- 6. Schedule remote mSET training for CORE TRANSIT and consult with the CORE TRANSIT maintenance team on use of mSet and RSM best practices to meet their needs.



VI. Time Estimates

COST TYPE	LEVEL OF EFFORT
Initial Meeting	
mSET Setup (Obtain customer information to setup Hosted Server)	1 day 3-4 hours
mSET Installation	1 day 3-4 hours
mSET and Equipment configuration	3-5 Days
Transfer of Vehicle Data from On Premise to Hosted Server	1-2 days 2-3hours
mSET Testing	1-2 days 2-3hours
mSET Training	1-2 days 2-3hours
Post Deployment Status Meetings	4 weeks 1/2hr

VII. Schedule Overview

Estimated Project Completion Date: Approx. 3 weeks after initial meeting.

VIII. Measures of Success

The project will be judged complete and successful when:

- 1. DVRs in the fleet can be accessed remotely using mSET and clips can be selected and requested for download.
- 2. Customer can review live stream video using mSET from any connected vehicle.
- 3. Clips are downloading as expected over the WiFi network when vehicles return to the depot.
- 4. Customer has been trained to use the system

IX. Assumptions

- 1. Customer will designate a point of contact for communication and coordination throughout the project.
- 2. The customer acknowledges that internet connectivity is essential for accessing the hosted mSET Solution.
- 3. Cell network meets Minimum Data speeds: 3G Preferred: 4G/LTE
- 4. Luminator assumes the responsibility for maintaining the security and availability of the hosted environment

Statement of Work and Plan



- 5. Any changes to the project scope, timeline, or requirements may impact the agreed upon pricing and schedule.
- 6. Luminator assumes that the client's personnel attending training sessions possess basic computer literacy skills.
- 7. The successful implementation of mSET is contingent upon the timely provision of necessary resources and cooperation from the customers end.

X. Risks

- 1. Customer maintenance or IT personnel making changes to DVR configurations or equipment connections resulting in wireless or cellular connectivity issues to the DVRs in the fleet
- 2. Wireless network signal strength within depot resulting in slow download speeds
- 3. Mobile Video Equipment failure resulting in loss of remote connectivity to DVRs in the fleet or video loss
- 4. Non mobile video equipment failure such as on-board router or WiFi antenna failure resulting in loss of remote connectivity to DVRs in the fleet
- 5. Vehicle operator error or tampering resulting in video loss or connectivity issues.
- 6. Failure of Non Luminator equipment connected to the DVR resulting in video loss or remote connectivity issues.

EXHIBIT D – CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2024

				_				12/4/	-024
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
	is certificate does not confer rights to	o the	e cert	ificate holder in lieu of su	uch endorsement(s	s).			
PRO	DUCER				NAME:		FAX		
	sh USA LLC				PHONE (A/C, No, Ext):		(A/C, No):		
	South 17th Street adelphia, PA 19103-2797				E-MAIL ADDRESS:				
	, , , , , , , , , , , , , , , , , , ,				IN	SURER(S) AFFOR	RDING COVERAGE		NAIC #
CN1	08702499GAWUP-24-25				INSURER A : Transporta	ation Insurance Co)		20494
INSU	RED				INSURER B : The Cont	inental Insurance	Company		35289
Lumi	nator Technology Group Global, LLC				INSURER C :				
	Klein Rd.				INSURER D :				
Plano	p, TX 75074				INSURER E :				
					INSURER F :				
CO	VERAGES CER	TIFI	CATE	NUMBER:	CLE-006943344-07		REVISION NUMBER: 0		
	HIS IS TO CERTIFY HAT THE POLICIES								
CI	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH F	PERT	AIN,	THE INSURANCE AFFORD	ED BY THE POLICIE BEEN REDUCED BY	ES DESCRIBE	D HEREIN IS SUBJECT TO		
INSR LTR			SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			7063375533	10/29/2024	10/29/2025	EACH OCCURRENCE \$	5	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	6	1,000,000
							MED EXP (Any one person) \$	6	10,000
							PERSONAL & ADV INJURY \$	5	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	5	2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$	5	2,000,000
	OTHER:						\$		
A	AUTOMOBILE LIABILITY			7063375516	10/29/2024	10/29/2025	COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$	5	
	OWNED SCHEDULED						BODILY INJURY (Per accident) \$	6	
	AUTOS ONLY AUTOS HIRED NON-OWNED						PROPERTY DAMAGE	6	
	AUTOS ONLY AUTOS ONLY						(Per accident) \$		
A	X UMBRELLA LIAB			7063375547	10/29/2024	10/29/2025	EACH OCCURRENCE \$		15,000,000
					10/20/2021				15,000,000
	CLAIMIS-MADE								,
A	DED RETENTION \$			7063375550	10/29/2024	10/29/2025	X PER OTH- STATUTE ER	>	
									1,000,000
	OT TOET (MEMBER EXOLOBED :	N / A					E.L. EACH ACCIDENT \$		1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$		1,000,000
	DÉSÉRIPTION OF OPERATIONS below			101400077004	40/00/0004	40/00/0005	E.L. DISEASE - POLICY LIMIT \$	6	
B	Professional Liability			ACL123977601	10/29/2024	10/29/2025	Limit		5,000,000
							Tech E&O inclusive of Cyber		5,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL er and its directors, officers, agents, and employees ar							l non-co	ontributory over
	existing insurance and limited to liability arising out of t								
subje	ect to policy terms and conditions.								
CE	CERTIFICATE HOLDER CANCELLATION								
Eagle Valley Transportation Authority SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE									
	d/b/a Core Transit						ESCRIBED POLICIES BE CAR EREOF, NOTICE WILL BE		
					ACCORDANCE W				
	Attn: Procurement PO Box 1070								
	Gypsun, CO, 81637				AUTHORIZED REPRESENTATIVE				
							March USA L	20	2
	1				© 1	988-2016 AC	ORD CORPORATION. A	ll ria	nts reserved.



To: The Core Transit Board **From:** Tanya Allen, Executive Director

Meeting Date: 12/11/2024

SUBJECT: 2025 Board Meeting Schedule and Board Officer Selection

RECOMMENDED ACTIONS: Discussion and Direction

BACKGROUND:

Core Transit Board Officers

Core Transit's IGA and by-laws require us to appoint a Board Chair, Vice Chair, Secretary, Treasurer, and Executive Director. The Chair and Vice Chair must be Directors; staff may serve in other positions. Board Officers are appointed on an annual basis by resolution in January. Officers serve for one year. While Core Transit has no imposed term limits, elected officials are subject to any term limits imposed by their jurisdiction.

We are seeking preliminary nominations from the Board to assist with preparing January's resolution. As a reminder, Board Officers as of December 2025 are:

Chair: Vacant (chair Amy Phillips has termed out of her service for the Town of Avon).

Vice-Chair: Jeanne McQueeney

Treasurer: Deputy Director Scott Robinson

Executive Director and Secretary: Tanya Allen



Other Board Positions

EGE Air Alliance Board: Core Transit also has a designated seat on the EGE Air Alliance Board to ensure active Core Transit Board involvement in air development strategies and the pursuit of MRG opportunities. Amy Phillips was our representative on this Board. We should identify a new representative for appointment.

Climate Action Collaborative (CAC) Board: We have received an invitation (attached) to appoint a representative to the CAC Board. If the Board wishes, we can identify a representative at this time.

Board Meeting Dates

In December 2023, the board approved a recurring meeting schedule from 12:00pm – 2:00 pm on the second Wednesday of each month. We are asking the Board to weigh in with respect to maintaining the current date, time, and location for 2025. Assuming we maintain the same schedule for 2025, the meetings would fall on the following dates:

January 8, 2025*
February 12, 2025
March 12, 2025
April 9, 2025**
May 14, 2025
June 11, 2025
July 9, 2025*
August 13, 2025
September 10, 2025**
October 8, 2025
November 12, 2025
December 10, 2025

*Dates the Board may want to adjust

**Dates the Board may want to consider evening meetings.



Staff proposes moving the January 2025 meeting to the 15th (third Wednesday) recognizing that the holiday season is an extremely busy time for our entire community. The Board may also want to consider moving the July 9 meeting to July 16 due to the 4th of July holiday.

The Board may also wish to discuss changing the meeting time and/or location. Staff suggest maintaining the current location (pending confirmation of availability) and considering two evening meetings, one towards the end of each seasonal schedule to create additional opportunities to hear rider feedback.

We would like to hear from the Board before finalizing a schedule in January.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

1. Invitation to join CAC Board

November 14, 2024

Core Transit Board of Directors ATTN:Tanya Allen, Executive Director

Dear Tanya,

Congratulations on a fantastic start at Core! It has been fun to watch you navigate the early stages of being a new organization serving the Eagle Valley!

As the Chair of the Eagle County Climate Action Collaborative, I have noticed that many of our Board-level conversions about reducing greenhouse gas emissions from the transportation sector have referenced the growing efficacy of Core. With Core's growing capacity, the CAC Board has a lot of excitement to increase collaborations amongst our organizations.

As a means of strengthening communication between our organizations and adding creative problem solvers to our CAC Governance Board, I would like to extend a formal invitation to you and your board to appoint a voting representative to the Climate Action Collaborative Board. In the past, the CAC Board has been composed of a primary and alternate representative of each of the local governments that have adopted the Climate Action Plan. In recent conversations, we've discussed the benefits of extending our Board to quasi-governments such as Core Transit. In doing so, we hope to find synergies that move us forward cohesively, such as through grant initiatives, multimodal transportation campaigns, CAP strategy advancement, and more.

Our board meets the first Friday of each month at 10:00am at Walking Mountains in Avon, with a virtual option. I look forward to hearing back from you regarding Core Transit's invitation to join the CAC Board. Should you have any questions for me about the CAC, do not hesitate to call or text me at 970.987.9790.

Warmly,

G.K. Grimmon

Geoffrey Grimmer

Board Chair

Cc: Gina McCrackin, Program Coordinator, Climate Action Collaborative



To: The Core Transit Board **From:** Tanya Allen, Core Transit Executive Director

Meeting Date: 12/11/2024

SUBJECT: Retreat Planning

RECOMMENDED ACTIONS: Discussion and Direction

BACKGROUND:

The EVTA (now Core Transit) Board approved an Interim Strategic in April of 2023, following an inaugural board retreat. The plan was an effort to establish high-level consensus around priorities and actions to be undertaken during the initial 12 to 24 months of the organization's existence. The Plan was updated in January of 2024 to reflect changing conditions and is included as an attachment.

This plan was intended to carry the organization through the ECO to Core Transit operational transition and into early 2025, at which point the board would reconvene at another retreat to create a new 5-year Strategic Plan consistent with the mission and vision of the new combined organization.

The Board is being asked to weigh in on the following to assist with planning:

- Full day vs. Half day retreat: Our two previous retreats have been in a half-day format but this has always felt too short. While scheduling is a challenge, staff recommends a full day be set aside this year given the significance of this project.
- 2) Retreat timing: The Board's Strategic Plan should be developed early enough to be integrated into the 10-Year Plan alternatives screening process. We also expect the Strategic Plan to generate Key Performance Indicators (KPIs) as requested by members of



the Board. Earlier is better, so we are recommending a February date.

3) Retreat location: For previous retreats we have used the Grandview Room, generously offered at cost by the Town of Vail. Would the Board prefer we pursue returning to this location or consider somewhere new?

FINANCIAL CONSIDERATIONS: \$7500 is currently included in the 2025 budget for a strategic planning retreat.

ATTACHMENTS:

1. Interim Strategic Plan – 2024 Update



EVTA Interim Strategic Plan—Updated March 2024

The EVTA Board of Directors approved an Interim Strategic Plan in April 2023. The plan is an effort to establish high-level consensus around priorities and actions to be undertaken during the initial 12 to 24 months of the EVTA's existence. The intent was to update and revise this Interim Strategic Plan as timelines and deliverables began to take clearer shape and create a more permanent plan when appropriate. In January 2024, the Board met to revisit and update this plan. This update should carry EVTA through the EVTA/ECO Transit operational transition and into early 2025, at which point the EVTA will create a new three- to five-year Strategic Plan consistent with the mission and vision of the entire combined organization.

Strategic Priorities	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025
1. Build EVTA's organizational structure and culture					
Finalize vision and mission and set forth organizational culture					
Create organizational structure and employee policies		÷		•	:
Accelerate hiring to accelerate progress	:	:			
Build a unique identity and community awareness					-
Secure sufficient housing needs to accommodate 2024/2025 winter staffing levels and begin developing other elements of a Housing Plan					
 2. Take action on transportation improvements Complete implementation of the initial fare-free zone 					
 Implement additional near-term enhancements to deliver value to our member communities 					
Make measurable improvement to fleet condition, availability, and emissions					
 3. Plan for the region's transportation future Create a 5 to 10 year Regional Multimodal Transit Development Plan 					
Maintain open lines of communication with non-members about future partnership opportunities					
4. Transition ECO Transit's operations					
Execute formal ECO Transit handover	:	:			122



To: Core Transit Board

From: Tanya Allen, Executive Director | Scott Robinson, Deputy Director | Lance Trujillo, Director of Innovation & IT | Aryn Schlichting, Director of People & Culture | Dave Rogers, Director of Finance| Dayana Herr, Marketing, Communications & Customer Experience Manager| Dave Levy, Planning Manager

RE: Core Transit Admin Division Report – December 11, 2024

Meeting Date: 12/11/2024

PEOPLE & CULTURE REPORT

Payroll

We continue to refine our payroll system and update backend processes to ensure we are following all best practices. Our auditor and Finance Coordinator have finalized an audit of all paychecks issued in 2024. Through this process we have identified small corrections needed to ensure complete an accurate W2 filings and a clean slate for 2025. Employees with questions are encouraged to schedule 1:1 meetings with People & Culture to make sure they understand all aspects of their paychecks.

Housing

As we move into 2025, our focus will be on developing and prioritizing a formal housing plan. We have allocated a budget to engage a consultant who will assist in this process, ensuring that our housing solutions continue to support and maintain employee satisfaction.

Recruitment & Hiring

We are fully staffed and have sufficient operators to run our winter schedule efficiently—a milestone we have not achieved in many years. Additionally, we are seeing local applicants and new hires join the team



based on referrals from existing staff. To maintain this momentum, we have introduced a 'waitlist' for applicants who wish to be considered for future driver openings. This approach ensures we can address staffing needs as they arise, further strengthening our service reliability.

The interview and selection process is underway for a Bilingual Customer Service Supervisor. This role, expected to office in Vail, will provide much needed additional support to staff and customers at the Vail Transportation Center and system wide. This staff member will oversee all customer service needs and staffing, enhance communication with our riders, and collaborate closely with the Marketing team.

Culture

We recognize that creating the culture we wish to see is a constant work in progress. Starting in January, we will be bringing on an organizational consultant to assist in creating an Organizational Development strategy. The strategy will include formal processes for tracking engagement, employee feedback, and creating cultural norms to build trust and establish a solid foundation.

Recent Employee Appreciation Initiatives:

- On Thanksgiving Day, the administration and leadership team prepared a meal for all drivers. Thanksgiving specialties including home-cooked turkeys and vegetarian and vegan options. Meals were available on-site at the MSC throughout the day with to-go boxes delivered to all employees on shift at Avon Swift Gulch or the VTC.
- Breakfast with coffee and donuts was provided to celebrate CASTA award in both Gypsum and Vail locations.
- On December 6th, employees received a one-time transition bonus, as approved by the board. In addition to the bonus employees will receive a custom Thank You card to acknowledge their contribution during the transition.



FINANCE REPORT

Sales Tax Returns

EVTA .5% Sales Tax Collections						
Month Deposited	2023 Actual		2024 Budget	2024 Actual		
January			738,818	738,938		
February			1,542,284	1,542,532		
March	1,500,564		1,472,250	1,472,487		
April	1,530,340		1,530,608	1,530,855		
Мау	1,633,223		1,615,128	1,615,388		
June	732,001		654,212	654,317		
July	613,184		606,729	606,827		
August	861,752		862,872	863,011		
September	1,042,918		1,104,110	1,104,288		
October	992,709		984,341	984,213		
November	918,907		918,759	873,477		
December	720,960		720,844	715,000		
			12,750,955	12,701,333		

December 2024 is an estimate

We continue to advance with Tyler and Pro 10 ERP and remain on-track for a successful launch in January 2025. We have uploaded the General Ledger Chart of Accounts and have transferred all the Accounts Payable vendor information into the ERP. Tyler is reviewing these uploads and informing us of any issues or concerns. To date, there are no reservations expressed by Tyler. We do not have access to a playground to practice basic accounting functions, inputting an invoice or making a journal entry. We do continue to take tutorial classes to advance our knowledge with this system.

We recently sent the approved 2025 budget to the department managers. The purpose of this exercise is for the department manager



to assign their annual expenditures into the anticipated month in which the expense will be incurred. That exercise should be completed by the manager on December 13th. Once we gain access to Pro 10, we will begin loading the budget so that we can have comparatives and variance analysis with the P&Ls.

We are meeting with the auditors to get a better understanding of their scope and process. We are gathering leases, agreements and other documents germane to the review. We are also discussing the transfer of assets from ECO and what the cost basis should be for those assets.

We have created a 3-year cash forecast model. It needs a significant amount of work, but the expectation will be when complete the report will highlight a timeline as to when material capital investment may be needed. By knowing this, we can invest funds in board approved investments that will yield a return helping offset some of the outlay and mature prior to the need for that same capital.

MARKETING & COMMUNICATIONS REPORT

Winter Schedule Release

This month, the Marketing & Communications team focused on getting the word out about the new winter schedule. We released the timetables on November 18 to give our riders plenty of time to plan their trips before the schedule started on December 1.

Ahead of the launch, we received all the printed materials riders will use throughout the season. One of the highlights is the *"Bus Like a Pro"* brochure, available in both English and Spanish. This handy guide is perfect for helping new and returning riders pick up tips and tricks for using our system like seasoned pros. It's been especially helpful for seasonal workers, including those coming from other countries, who may be navigating public transportation in Eagle County for the first time.



We've also made sure printed timetables for each route are available at our main offices, the VTC Booth, and the MSC office for riders who prefer a physical copy. Of course, we're continuing to promote our online schedules as the quickest and easiest way for riders to get timetable information anytime, anywhere.

In addition to this, we've also reached out to businesses, hotels, and organizations throughout the area to let them know how they can request "Bus Like a Pro" brochures and printed schedules for the Vail-Beaver Creek route, which we'll personally deliver to their locations. This makes it easy for them to provide their guests with all the information they need to ride our system with confidence.

Onboard the buses, operators have printed schedules to help riders with route-specific questions. To make things even easier, operators now have business cards with quick info they can hand out—these include QR codes for the schedule, our mobile fares app, and lost-andfound details. Plus, every bus now has a large sticker featuring the schedule QR code, so riders can quickly access the website with their smartphones.

Advertising and Promotions

To kick things off for the winter schedule, we ran a four-day "takeover" on the Vail Daily website starting December 1. This was backed by daily ¹/₄-page ads during the first week and a full-page printed ad on December 3. On social media, we ran a boosted post to make sure the schedule reached as many riders as possible.

Birds of Prey Campaign

Our "Fly to the Races with Core Transit" campaign is all about encouraging riders to take the bus to the Birds of Prey races and skip the parking hassle.



On December 4, we launched a full campaign to spread the word, including:

- A press release explaining which routes to take based on where riders are coming from.
- An email blast to our rider list.
- Digital and print ads in the Vail Daily this week and next.
- Boosted posts in English and Spanish across our social media platforms.
- Radio ads running on the county's main stations.

We're hopeful this will make it easier for attendees to enjoy the event while reducing parking congestion. It's also a great opportunity to show new riders what Core Transit is all about!

Branding Updates

Our branding project is moving right along. We're on track to have the entire fleet wrapped in our new bus design by the end of the year. Almost all of our bus shelters now feature Core Transit signs, updated schedule holders, and other new materials.

We're also partnering with the Town of Vail on a two-month project to update signage at the VTC and Lionshead bus stops to reflect the Core Transit brand.

Looking Ahead

As we wrap up the year's final campaigns, we're already diving into plans for 2025. We're excited to bring fresh ideas and fun campaigns to keep showcasing the outrageously beneficial service we offer.

In the news/blog posts

- Fly To The Races with Core Transit
- Vuela a las Carreras con Core Transit
- <u>Get Ready to Ride! Our Winter Schedule is Starting December 1</u>



- ¡Prepárate para Viajar con Nosotros! El Horario de Invierno de <u>Core Transit Empieza el 1 de Diciembre</u>
- <u>Core Transit Named Transit Agency of the Year</u>
- Core Transit Nombrada Agencia de Transporte del Año
- Core Transit named Agency of the Year at Colorado conference
- <u>Eagle County's Core Transit named Colorado Transit Agency of</u> <u>the Year</u>
- <u>Get Ready to Ride! Core Transit's Winter Schedule is Starting</u>
 <u>December 1</u>
- <u>Community donations needed for 22nd annual Eagle County</u> <u>Shop with a Cop</u>
- <u>Podcast: Core Transit...and how it's already transforming the way</u> we move.

INNOVATION & IT REPORT

2024 was a very busy year for technology at Core Transit! I'm looking forward to working through some remaining projects and then working out kinks, fine tuning processes and finding a steady state for all things technology. There will always be a technology project in the queue, but more consistency will be the goal for 2025.

Clever Devices Hosting Migration

The Clever Devices applications have been migrated to the new hosted environment. This project has taken several months to contract, plan and implement and is a significant milestone in our effort to stand up a technology platform that is completely independent from Eagle County IT. I'm particularly happy with the efforts from our technology team as well as the strong partnership of Eagle County IT to make this happen. Clever Devices did a great job sticking to a tight timeline and delivering the product. We will still need to complete testing and setup on some new buses, but I look forward to the moment we can tell Eagle County IT that all the Clever Devices servers hosted by them can be disconnected!



Vail Transportation Center Internet

We have added Comcast service at the VTC. When this connection is ready, it will provide network access to users so that they can connect to our hosted environment, providing much needed additional support to our staff members working out of the VTC.

PLANNING REPORT

10 Year Plan

Significant progress has been made in several phases of the 10 Year Plan. Highlights include:

- Our Public Outreach phase is complete, and key findings will be presented to the board in our December meeting.
- Both the Existing Conditions analysis and the Travel Market analysis are in advanced stages of development, and elements of each and how those findings will be applied to the 10 Year Plan will be discussed in the next board meeting.
- We are also beginning work on our Capital Improvement Plan. Consultants conducted a comprehensive on-site facilities review on November 18 to assess functions, functionalities, and outstanding needs of our structural assets.

Youth Fare Free Transit Grant (YFTG)

On November 1 we launched our grant-funded Youth Fare Free Transit Program, which enables 18-and-under riders to ride free with Core Transit. This program provides a meaningful financial benefit to youth riders who board or alight in Gypsum and Leadville and reduces barriers to riding public transportation.

More broadly, the year-long program will empower youth to explore the community and independently solve problems that require transportation; relieve parents from lengthy cross-valley drives that



fare-free transit can now cover; and demonstrate the value and effectiveness of Core Transit services to a wider range of user groups and use-cases.

Data Wrangling, Normalization, and Reporting

Ongoing work to mine, make sense of, and make use of our data is paying off. Progress will be evident in the forthcoming Existing Conditions and Travel Market analyses, which rely heavily on our ability to access and interpret large amounts of raw data.

In connection with these tasks we have developed data mining processes which can be reproduced and scaled to serve a range of ongoing planning and operational data needs. Additionally, we are developing report templates and cadences that will sync our team around KPIs and aspects of our service which are best represented and understood through consistent data reporting.

DEPUTY DIRECTOR REPORT

A 6-month investment with FirstBank matured on November 26, 2024. The finance committee reviewed current investment options and determined the best option was to leave the money sitting as cash in ColoTrust. The November ColoTrust statement showed the average monthly yield for cash was 4.867%. Once the finance IGA with Eagle County is executed the investment committee will have a higher confidence in expected cash flows to look at term investments. Along with the finance IGA, the finance committee is working to revise the current investment policy for board consideration in Q1 of 2025.

Over the past two years, I've been taking the necessary courses from CU Denver to obtain my Certified Public Manager certificate. The program is designed to offer public sector professionals an opportunity to develop and improve their management and leadership skills, while earning a nationally recognized, professional certificate. After



completing the in-person course work I am now starting on my Capstone Project.

Over the next 3-4 months, along side our operations staff and the County Emergency Manager, I will be developing a comprehensive long-range planning framework to develop an Emergency Action Plan (EAP) and subsequent plans based on regional transportation authority regulations and best practices. This framework will incorporate critical plans and procedures, prioritizing the creation and implementation of key operational documents.

This project will allow me to put the knowledge and skills I learned in action, while also enhancing my understanding of transit operations.

Over the past three weeks, I was able to present at multiple community information events (Vail Business Chamber winter update, Vail Economic Advisory Committee and the One Village Beaver Creek event). I was also able to join the <u>Vail Valley Partnership podcast</u> to chat about the CASTA award, the upcoming winter schedule and much more. There was so much positive and constructive feedback coupled with appreciation for all the hard work of everyone at Core Transit to enhance regional transportation in Eagle County.

EXECUTIVE DIRECTOR REPORT

EVTA Interim Strategic Plan Implementation - 60 Day Look Ahead A short summary of current and planned activities over the next 60 days follows:



Strategic Priority	Current to Next 30 days	Within next 60 days			
1. Build Core Transit's organizational structure and culture	 Award RFP for assistance with leadership and organizational development ERP implementation 	 Begin formal review of legacy housing program Launch leadership and development work 			
2. Take action on transportation improvements	 Transdev work on backlogged PMs Return of final refurbished buses 	 Continued work on backlogged PMs Preparing for future maintenance RFP process 			
3. Plan for the region's transportation future	 Finalize existing condition and travel analysis following Board presentation Recurring PMT and TAC meetings 	 ◆Begin development of alternatives ◆Board strategic planning retreat 			
4. Transition ECO Transit's operations	 Finance and shelter IGAs Avon/Swift Gulch Agreement Additional easement transfers Formal transfer of remaining capital assets on ECG books 	 All transition items closed out and/or incorporated into agreements Finalize plan to sunset GFI Fareboxes 			



Statewide Transportation Planning

Work continues on CDOT's Long-Term 2050 Statewide Transportation Plan. This plan is developed in consultation with the Intermountain Transportation Planning Region (IMTPR) composed of entities in Eagle, Garfield, Pitkin, Summit, and Lake Counties. Inclusion of proposed projects in the Regional and Statewide Plans is a critical step in the process of competing for available grant funding. Tanya participated in the IMTPR Executive Committee meeting on 12/3 to assist with initial prioritization of projects for further discussion at the next full IMTPR meeting in January.

Planned Future Topics

January:

-Annual Admin Resolution -Fare collection technology review -2025 Retreat Planning -Bank Signer updates -FY24 Budget Amendment

February:

-2025 Strategic Planning Retreat TBC -Hazard Mitigation Plan Approval/Emergency Response MOU -Investment policy -Reserve Policy

March:

-Grant policy -Board conduct policies

Core Transit Operations Update

DECEMBER 2024



Core Transit Update – Ridership

Total System Ridership

Preceding month (November 2024)
 Same month last year (November 2023)
 2024 YTD (through 11/30)
 2023 TYD (through 11/30)
 1,049,976

3% increase vs. same month 2023 25% increase YTD over 2023





Core Transit Update – Routes

Monthly Trip Summary (November 2024)

. Scheduled Trips/Trips Completed (direct operation): 4,890/4,887 99.9%

Unscheduled Trips (Shadow Buses, direct operation):

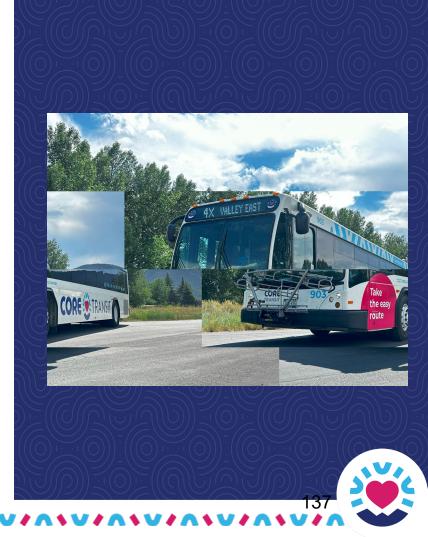
 Scheduled Trips/Trips Completed (contract): 1140/1131 99.2%

• Missed Contract Trips filled by Core Transit:

5/9 56% of total missed contract trips

Net Contract Service Missed

4/1140, .35% of total contract trips



Core Transit Update – Operators

Directly Operated Service/Winter Schedule Requirements

Minimum required number of Drivers
 Current number of drivers

 Full-time Operators
 Part-time Operators
 Seasonal Operators
 Operators available/Operators needed
 Operators in training
 Seasonal Operators
 Operators in training

Contract Service

- · Operators available/Operators needed
- \cdot Operators in training

10/8, Fully staffed 3 in hiring pipeline



THANK YOU





To: The Core Transit Board **From:** Tanya Allen, Executive Director

Meeting Date: 12/11/2024

SUBJECT: Approval of Finance IGA with Eagle County

RECOMMENDED ACTIONS: Approve Resolution 2024-17, A Resolution Approving the Intergovernmental Agreement Between the County of Eagle and Eagle Valley Transportation Authority Regarding the Transfer and Use of the Eagle County Mass Transportation Sales Tax Dollars for Transit Operations in the Eagle River Valley

BACKGROUND:

A critical transition item that still needs closure is mutual agreement between Core Transit and Eagle County on a process for the ongoing transfer of the 0.5% mass transit sales tax ("ECO Tax") revenues collected by Eagle County, as well as final disbursement of any remaining ECO Transit funds.

Core Transit and Eagle County have negotiated the attached agreement regarding the transfer of the portion of Eagle County's existing 0.5% Mass Transportation Sales Tax that will be used to support Core Transit Operations, as well as the transfer of the remaining ECO Transit Fund balance.

The Board is being asked to approve this agreement. The agreement is tentatively scheduled to be approved by the Board of County Commissioners for Eagle County on 12/17.

FINANCIAL CONSIDERATIONS:



- 1) The current Core Transit budget assumes that future revenue transfers would be at the 85% (vs. 90%) level. Upon finalization of this agreement, our revenue projections may need to be adjusted.
- 2) We have not currently budgeted for or programmed any of a potential ECO Transit fund balance transfer.

ATTACHMENTS:

- Resolution 2024-17, A Resolution Approving the Intergovernmental Agreement Between the County of Eagle and Eagle Valley Transportation Authority Regarding the Transfer and Use of the Eagle County Mass Transportation Sales Tax Dollars for Transit Operations in the Eagle River Valley
- 2. Proposed Finance IGA

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2024 - 17

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EAGLE AND EAGLE VALLEY TRANSPORTATION AUTHORITY REGARDING THE TRANSFER AND USE OF EAGLE COUNTY MASS TRANSPORTATION SALES TAX DOLLARS FOR TRANSIT OPERATIONS IN THE EAGLE RIVER VALLEY

WHEREAS, Eagle Valley Transportation Authority dba Core Transit ("Core Transit") was created by voter authorization approving the Eagle Valley Transportation Authority Intergovernmental Agreement ("Core Transit IGA") by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado (the "County"); Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the "Core Transit IGA"), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, pursuant to Section 43-4-604(3)(c), C.R.S., the Board of Directors of Core Transit ("Board") has the power to make and pass orders and resolutions necessary for the government and management of the affairs of Core Transit and the execution of the powers vested in Core Transit; and

WHEREAS, in 1995, Eagle County voters authorized Eagle County to impose and collect a 0.5% sales tax ("County Mass Transportation Tax") to be used "for the purposes of financing, constructing, operating, maintaining, establishing or supporting a mass transportation system to include any means of transporting the general public, but not to be limited to bus, bike paths, bikeways, rail, fixed guideway rapid transit, or other means of conveyance, excluding air, within Eagle County" ("Mass Transit Uses"); and

WHEREAS, the Core Transit IGA requires the transfer from the County to Core Transit of between 85% and 90% of the County Mass Transportation Tax, exclusive of all amounts collected in the areas of the County that are within the boundaries of the Roaring Fork Transportation Authority, all amounts derived from the sale of aviation fuel, and subject to the Treasurer's fee required by C.R.S. § 30-1-102 to fund Core Transit's Mass Transit Uses; and

WHEREAS, Eagle County and Core Transit completed the transition of transit services, equipment, property and personnel from ECO Transit to Core Transit on August 4, 2024 (the "Transition Date"); and

WHEREAS, the Parties desire to enter into the Intergovernmental Agreement attached hereto and incorporated herein as **Exhibit A** (the "Agreement") to articulate the commitment to and cooperative process for the collection, distribution, transfer and use of the County Mass Transportation Tax from the County to Core Transit to be used by Core Transit solely for Mass Transit Uses, including County Mass Transportation Taxes collected after the Transition Date as well as surplus revenue remaining from County ECO Transit operations prior to the Transition Date; and

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;

WHEREAS, the Board hereby finds and determines that the Agreement will benefit Core Transit and Eagle County by providing certainty to the transfer of the County Mass Transportation Tax and use thereof.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Core Transit as follows:

1. <u>Incorporation of Recitals and Single Source</u>. The Recitals above are incorporated herein and confirmed as providing support for entering into the Agreement.

2. <u>Approval of Agreement and Authorization</u>. The Board approves the Agreement. The Chair of the Board is authorized to execute the Agreement and take all other action necessary to enter into the Agreement.

3. <u>Severability.</u> If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. <u>Effective Date</u>. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

[Signature page follows]

ADOPTED this 11th day of December, 2024.

EAGLE VALLEY TRANSPORTATION AUTHORITY

Board Chair

ATTEST:

Tanya Allen, Secretary

EXHIBIT A

THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EAGLE AND THE EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a CORE TRANSIT REGARDING THE TRANSFER AND USE OF EAGLE COUNTY MASS TRANSPORTATION SALES TAX DOLLARS FOR TRANSIT OPERATIONS IN THE EAGLE RIVER VALLEY

[Attached]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EAGLE AND THE EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a CORE TRANSIT REGARDING THE TRANSFER AND USE OF EAGLE COUNTY MASS TRANSPORTATION SALES TAX DOLLARS FOR TRANSIT OPERATIONS IN THE EAGLE RIVER VALLEY

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EAGLE AND THE EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a CORE TRANSIT REGARDING THE TRANSFER AND USE OF EAGLE COUNTY MASS TRANSPORTATION SALES TAX DOLLARS FOR TRANSIT OPERATIONS IN THE EAGLE RIVER VALLEY (the "Agreement") is made and entered into on ______, 2024 by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (the "County") and the Eagle Valley Transportation Authority, a regional transportation authority (the "Core Transit"). The County and Core Transit shall be referred to individually as a "Party" and collectively be referred to as the "Parties".

RECITALS

WHEREAS, the Eagle County Regional Transit Authority ("ECO Transit") is a department of the County that was created to provide public transportation services; and

WHEREAS, in 1995, Eagle County voters authorized the County to impose and collect a 0.5% sales tax ("County Mass Transportation Tax") to be used "for the purposes of financing, constructing, operating, maintaining, establishing or supporting a mass transportation system to include any means of transporting the general public, but not to be limited to bus, bike paths, bikeways, rail, fixed guideway rapid transit, or other means of conveyance, excluding air, within Eagle County" ("Mass Transit Uses"). The County Mass Transportation Tax is to be credited into a special fund in the County's treasury known as the "County Mass Transportation Fund"; and

WHEREAS, pursuant to the 1995 ballot question ("1995 Ballot Question") not less than "[t]en percent of all revenue collected pursuant to this transportation tax shall be dedicated to bikepath or bikeway purposes". In addition, that portion of the County Mass Transportation Tax collected within that portion of Eagle County located within the boundaries of Precinct 7 [Basalt] and Precinct 8 [El Jebel] shall be used within that area; and

WHEREAS, in accordance with the 1995 Ballot Question, the County has historically and continuously transferred the portion of the County Mass Transportation Tax collected in Basalt and El Jebel to the Roaring Fork Transportation Authority ("RFTA") for RFTA's transportation and trails programs, and has allocated no less than 10% of the remaining County Mass Transportation Tax to fund bikepath or bikeway purposes through the County ECO Trails program ("ECO Trails"), and has further allocated the Aviation Fuel Tax collected from the County Mass Transportation Tax to the Eagle County Regional Airport Fund; and

WHEREAS, Core Transit was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval in November 2022 by voters in Eagle County, the Towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022, as may be amended from time to time (the "Core Transit IGA") for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system serving the Eagle Valley portion of Eagle County, Colorado; and

WHEREAS, pursuant to Section 7.01(b) of the Core Transit IGA, the portion of the County Mass Transportation Tax to be paid to Core Transit shall be no less than 85% and no more than 90% of the total sum collected by the County, exclusive of all amounts collected in the areas of the County that are within the boundaries of RFTA, all amounts derived from the sale of aviation fuel, and subject to the Treasurer's fee required by C.R.S. § 30-1-102; and

WHEREAS, pursuant to Section 7.01(b) of the Core Transit IGA, the County will retain no less than 10% and no more than 15% of the County Mass Transportation Tax annually in order to allow the County to continue to meet its obligations to the ECO Trails program, including payment of salaries, construction, maintenance and debt service payments related to the ECO Trails; and

WHEREAS, the Parties completed a transition of transit services, equipment, property and personnel from ECO Transit to Core Transit on August 4, 2024 (the "Transition Date"); and

WHEREAS, the Parties intend by this Agreement to articulate the commitment to and process for the collection, distribution, transfer and use of the County Mass Transportation Tax from the County to Core Transit to be used by Core Transit solely for the purposes set forth in the 1995 Ballot Question; and

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.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto agree as follows:

1. Collection, Distribution, Transfer and Use of County Mass Transportation Tax.

(a) Beginning as of the Transition Date, the County Mass Transportation Tax funds earned and received by the County will be paid, reserved or transferred and distributed for use as follows:

(i) In accordance with Colorado Revised Statutes Title 30, Article 1,

Part 102, the County Treasurer shall charge and receive a 1% treasurer's fee to collect the County Mass Transportation Tax (the "Treasurer's Fee").

(ii) The County will continue transferring all County Mass Transportation Tax funds collected in Basalt and El Jebel to RFTA for its transportation and trails programs (the "RFTA Funds").

(iii) Taxes derived from the sale of Aviation Fuel will be transferred to the Eagle County Airport in compliance with the Federal Aviation Authority Revenue Use Policy ("Aviation Tax").

(iv) After payment of the amounts set forth in Section 1(a)(i) through 1(a)(iii) herein, the County will transfer to Core Transit 90% of the remaining County Mass Transportation Tax and the County will retain 10% of the remaining County Mass Transportation Tax as set forth in Section 2 below. Funds will be transferred to Core Transit within 10 days of collection.

(b) All County Mass Transportation Taxes distributed to Core Transit under this Agreement shall be appropriated and used by Core Transit solely for Mass Transit Uses serving the Eagle Valley portion of Eagle County, amounts not appropriated in any given year may be added to any reserve fund maintained by Core Transit to be used for Mass Transit Uses in a subsequent year.

(c) Nothing contained herein shall be construed to limit the Eagle County Board of County Commissioner's ("BOCC") authority and discretion to make budgeting and appropriation decisions in accordance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.).

2. Use of County Mass Transportation Tax for ECO Trails.

(a) Pursuant to Section 7.01(b) of the Core Transit IGA, for so long as the County constructs, operates and maintains the Eagle County ECO Trails program the County will retain 10% of the County Mass Transportation Tax annually, after payment of Treasurer's Fee, Aviation Tax and RFTA Funds, to be used for payment of salaries, construction, maintenance and debt service payments related to the ECO Trail.

(b) As contemplated by Section 6.02(i)(ii) of the Core Transit IGA, if after December 31, 2024 the ownership, operation and maintenance of the ECO Trails transitions from the County to Core Transit following completion of all of the County's currently planned trail sections, the Parties may adjust the proportion of the County Mass Transportation Tax retained by the County as set forth in Section 2(a) herein, by amendment of this Agreement. The Parties agree that any such transition of ECO Trails to Core Transit will require amendment of agreements concerning operations, maintenance, and capital funding of ECO Trails and/or the creation of new agreements for such purposes.

3. **2022 Mass Transportation Fund Balance.** The County has a balance of funds in the County Mass Transportation Fund as of December 31, 2022. The Parties anticipate transferring those funds to Core Transit, as set forth herein.

(a) The County's 2022 financial audit identified an ending fund balance in the Mass Transportation Fund of \$23,990,585 ("2022 Balance"). The Core Transit IGA states that the 2022 Balance shall remain with the County to be used for Mass Transit Uses. Portions of the 2022 Balance will also be available to fund Core Transit's capital investments on a case-by-case basis upon Core Transit's request with County's approval. In the first quarter of 2024, Core Transit made a request of \$4,934,605 to fund the purchase of five (5) hybrid buses, which was approved by the County on March 26, 2024 and was transferred to Core Transit on April 2, 2024 from the 2022 Balance. Accordingly, the remaining 2022 Balance available is \$19,055,980.

(b) Eagle County will use \$1,506,620 in grant revenues and \$1,674,021 in expenditures for a geothermal project at MSC Building D as well as asphalt replacement at a cost of \$1,625,008. Both of these projects will be completed by the County utilizing \$1,792,409 in funds from the 2022 Balance. The County will be responsible for paying for any overages from a different funding source for these two specific projects should the costs be higher than budgeted.

(c) Core Transit has agreed to make a \$3,000,000 contribution towards the completion of the Eagle Valley Trail. County will transfer this sum from the 2022 Balance to the ECO Trails fund to be used for the completion of the Eagle Valley Trail within 10 days of receipt of the final 2024 Eagle County Audit, which is expected to be completed on or before June 30, 2025.

(d) Subject to deduction for the sums set forth in Sections 3(b) and 3(c) above, the County will transfer the remaining balance of the 2022 Balance to Core Transit within 10 days of receipt of the final 2024 Eagle County audit.

(e) Within 10 days of receipt of the final 2024 Eagle County audit, the County will transfer interest earned within the Mass Transportation Tax Fund prior to the Transition Date to the ECO Trails Fund. Interest earned after the Transition Date will be part of the 2022 Balance and will be transferred to Core Transit accordingly.

4. **Transition Year Accounting.**

(a) County Mass Transportation Taxes are generally received two months in arrears. After payment of ECO Transit's 2024 expenses, any remaining County Mass Transportation Tax funds earned prior to Transition Date and not paid, transferred or retained as contemplated in Sections 1(a)(i) through 1(a)(iv) and Section 2(a) of this IGA or spent by the County on Mass Transit Uses in 2024, will be transferred to Core Transit within 10 days of the acceptance of the final 2024 Eagle County audit, expected to be complete on or around June 30, 2025.

(b) For the 2024 budget year, the County anticipates incurring a limited number of trailing ECO Transit expenses after the Transition Date. In the event trailing expenses exceed revenues accrued to the ECO Transit Fund prior to the Transition Date, a portion of the 2022 Balance will be used to cover the shortfall.

(c) There are three outstanding grants currently in the 2024 budget in the name of ECO Transit for the benefit of Core Transit. Core Transit has indicated it plans to close

out these grants by the end of 2024. If the grants are not closed out prior to the date upon which the 2022 Balance is transferred, County staff will work with Core Transit staff to determine what amounts, if any, will need to be retained within the 2022 Balance to ensure the grants can be fully executed.

5. Insurance, Governmental Immunity, and Allocation of Risk

(a) The County and Core Transit shall each provide their own insurance coverage as each Party may deem adequate and necessary for any potential liability arising from this Agreement, but no less than the amounts of liability set forth in the Colorado Governmental Immunity Act. This paragraph shall survive termination of this Agreement.

(b) Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either Party, its officials, employees, contractors' or agents, or any other person acting on behalf of either Party 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. This paragraph shall survive termination of this Agreement.

6. **Notices**

Any notice provided for herein shall be given in writing via email to the following:

THE COUNTY: Jeff Shroll Eagle County Manager P.O. Box 850 Eagle, Colorado 81631 eagleadmin@eaglecounty.us

with a copy to:

Eagle County Attorney P.O. Box 850 Eagle, CO 81631 <u>atty@eaglecounty.us</u>

Core Transit: Tanya Allen Executive Director P.O. Box 1070 Gypsum, Colorado 81637 Tanya.Allen@Core Transit.org

With a copy to:

Collins Cole Winn & Ulmer, PLLC Attn: Kathryn Winn 165 S. Union Blvd. Suite 785 Lakewood, CO 80228 <u>kwinn@cogovlaw.com</u> 7. Assignment. This Agreement shall be binding upon and inure to the benefit of Core Transit and the County and their respective heirs, legal representatives, executors, administrators, successors and assigns; provided, however, that neither Party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other Party.

8. Miscellaneous

(c) The Parties of this Agreement intend that the relationship of the Parties are that of cooperating governmental entities pursuant to C.R.S. § 29-1-201, *et. seq.*, and Article XIV, Section 18 of the Colorado Constitution. No officer, agent, employee or volunteer of, or contractor for the Core Transit shall be deemed to be an agent, employee or volunteer of or contractor for the County. Likewise, no officer, agent, employee or volunteer of the County shall be deemed to be an agent, employee or volunteer of the County shall be deemed to be an agent, employee or volunteer of the County shall be deemed to be an agent, employee or volunteer of the County shall be deemed to be an agent, employee or volunteer for the Core Transit.

(d) The validity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

(e) Each Party shall comply with all applicable laws and regulations concerning the subject matter of this Agreement.

(f) No person shall have any personal financial interest, direct or indirect, in this Agreement.

(g) The law of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any action arising out of any dispute pertaining to this Agreement shall be exclusive in Eagle County, Colorado.

(h) This Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of Parties with respect to the subject matter contained herein.

[Signature pages follow]

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

By:

Matt Scherr, Chair

Attest:

By: <u>Regina O'Brien, Clerk to the Board</u>

EAGLE VALLEY TRANSPORTATION AUTHORITY

By:

Amy Phillips, Chair

Attest: