



Staff Report

Meeting Date:	April 14, 2025	Meeting Title:	Special Board meeting
Submitting Department:	START	Presenter:	Bruce Abel, Director
Agenda Item:	Authorization to Submit Grant Application	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the START Board to consider the submittal of a grant application to Wyoming Department of Transportation (WYDOT) for FTA/WYDOT Section 5311 funding to support START operational, administrative, and maintenance expenses in FY 26.

Requested Action.

Staff request the Board to approve the Authorizing Resolution for the filing of a FY 26 FTA/WYDOT Section 5311 grant application with WYDOT.

Recommendation.

Staff and the START Finance/Executive Committee recommend approving the Authorizing Resolution.

Background

The U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support operations, project administration, and maintenance assistance projects for non-urbanized area public transportation systems under Section 5311 of the Bipartisan Infrastructure Law (BIL), Public Law # 117-58, November 15, 2021 (as amended). The Wyoming Department of Transportation (WYDOT) has been designated by the Governor to administer the Section 5311 program for the State of Wyoming.

The State of Wyoming, through WYDOT, requires that an agency submit an Authorizing Resolution executed by the Chair of the Board of Directors as part of any application for Section 5311 financial assistance. In prior years, the START Board of Directors authorized the Transit Director to sign the Authorizing Resolution. WYDOT has recently indicated that an agency Director *may only* sign the Authorizing Resolution if the agency does not have a governing board, thus the Resolution has been updated to reflect that policy change

Financial Impact

START is requesting up to \$ 5.71 M in FTA/WYDOT Section 5311 operating, administrative, and maintenance financial assistance to support the provision of START transit service in FY 26.

Suggested Motion

I move to approve Resolution No. 25-01, the Authorizing Resolution, subject to minor changes by staff.

Prepared by

Bruce Abel, Transit Director

Resolution No. 25-01

Authorizing Resolution

This Resolution authorizes the filing of an application for a grant authorized by 49 U.S.C Chapter 53; Title 23, U.S.C. Section 5311, as amended by The Bipartisan Infrastructure Law , Public Law No. 117-58, November 15, 2021, and other authorizing legislation to be enacted.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating, project administration and maintenance assistance projects for non-urbanized area public transportation systems under Section 5311 of The Bipartisan Infrastructure Law , Public Law No. 117-58, November 15, 2021, as amended; and

WHEREAS, the Wyoming Department of Transportation has been designated by the Governor to administer Section 5311; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provisions for the applicant to provide the local share of project costs.

THEREFORE, BE IT RESOLVED on behalf of Southern Teton Area Rapid Transit that LizAnn Eisen, Board Chair is authorized to execute and file an application with the Wyoming Department of Transportation to aid the financing of operations, administration, and maintenance assistance for projects pursuant to Section 5311 of The Bipartisan Infrastructure Law , Public Law No. 117-58, November 15, 2021, as amended;

BE IT FURTHER RESOLVED, that Bruce Abel, Transit Director, is authorized to furnish such additional information as the Wyoming Department of Transportation may require in connection with the application of the project.

The undersigned, duly qualified and acting Board Chair of Southern Teton Area Rapid Transit certifies that the foregoing is a true and correct statement.

ATTEST:

LizAnn Eisen

Kristin Unruh

Board Chair

Board Secretary

Date: _____

Date: _____



STAFF Report

Meeting Date:	April 14, 2025	Meeting Title:	Special meeting
Submitting Department:	START	Presenter:	Bruce Abel, Transit Director
Agenda Item:	Purchase of New ADA Paratransit Mini-Bus	Public Comment:	Yes

Purpose & Policy Consideration

The purpose of this item is for the START Board of Directors to consider entering into a Purchase Agreement with Colorado/West Equipment, Inc.(Colorado/West) to purchase a new 2025 body-on-chassis mini-bus for use in START's ADA paratransit program.

Requested Action:

Staff requests that the START Board of Directors review and consider the Agreement with Colorado/West to acquire a new paratransit mini-bus for use in START's ADA paratransit program.

Recommendation:

The START Finance and Executive Committees recommend that the START Board approve the Agreement with Colorado/West to purchase a paratransit body-on-chassis mini-bus.

Background:

In accordance with the Americans with Disabilities Act of 1990 (ADA), START provides ADA complementary paratransit service for qualified individuals whose disabilities prevent them from using regularly scheduled START lift-equipped fixed-route bus service. This service is provided within $\frac{1}{4}$ mile of START fixed-route bus service and is provided on the same days and during the same hours as START regularly scheduled fixed-route bus service. These service parameters comply with current ADA regulations.

START currently has two (2) vehicles in the fleet that are designed and used to provide ADA paratransit service. One of these vehicles serves as the "primary" vehicle and the other vehicle serves as the "backup" vehicle. The current primary vehicle is a 2018 Diamond Ford E350 that was purchased by START in 2023 after the demise of START's previous primary ADA vehicle. It has operated over 84,000 miles. The current backup vehicle is a 2001 model year with 177,000 miles of service. FTA guidelines are that this type of vehicle would generally have a useful life of 5-7 years and approximately 100,000 miles.

START was recently awarded a WYDOT/FTA section 5339 capital grant to acquire a new ADA paratransit body-on-chassis mini-bus for use in START's ADA complementary paratransit bus program. In order to facilitate the acquisition of this type of vehicle, WYDOT executed a State contract with Colorado/West to supply the State's transit providers with body-on-chassis (or "cutaway") vehicles. The acquisition of this particular vehicle by START will be accomplished via the State contract. The price and the options are the result of START's conversations with representatives of Colorado/West. This acquisition will allow START to employ this new vehicle as the primary vehicle to serve START's ADA paratransit program and will allow START to retire the 2001 model year backup vehicle.

Financial Impact:

The adopted FY 2025 START Capital budget includes \$190,000 for the acquisition of an ADA replacement vehicle. The cost of the new vehicle is \$153,078.78. WYDOT/FTA section 5339 capital funding will fund 85% percent of the cost of the vehicle while the remaining funds will be provided by the Town and County. In the case of this particular procurement, WYDOT/FTA funding will provide \$130,135 (85%) while the Town and County will fund the remaining \$22,965.00 (15%).

SUGGESTED MOTION:

I move to approve the Bus Purchase Agreement Between Southern Teton Area Rapid Transit and Colorado/West Equipment, Inc, subject to minor changes by staff.

Prepared by: Bruce Abel, Transit Director

**BUS PURCHASE AGREEMENT BETWEEN SOUTHERN TETON AREA RAPID TRANSIT AND COLORADO/
WEST EQUIPMENT, INC.**

This Bus Purchase Agreement Between Southern Teton Area Rapid Transit and **Colorado/West Equipment, Inc.**, ("**Agreement**") is made by and between Southern Teton Area Rapid Transit ("**START**"), and **Colorado/West Equipment, Inc. ("Vendor")**.

RECITALS

WHEREAS, START desires to purchase a used bus for its public transportation program;

WHEREAS, Vendor desires to furnish such a bus.

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACT DOCUMENTS

This Agreement consists of this Agreement and the Vendor Quote dated March 24, 2025, and incorporated herein by this reference, together the "Contract Documents".

2. COST

Vendor agrees to provide START one new 2025 Endera B4 with Ford E450 Chassis body-on-chassis mini- bus that seats ten passengers (including two wheelchair positions) and a driver ("Bus"), at a total cost of \$153,078.78. The total cost comprises the following:

- a. \$153,078.78 for the mini-bus; and
- b. There is no charge for the cost of delivery of the mini-bus to START, 55 Karns Meadow Driver, Jackson, WY 83001.

3. TERM OF AGREEMENT

The term of this Agreement shall begin on the date last signed below and shall terminate on March 31, 2026, unless sooner terminated as provided for in the Contract Documents.

4. ACCEPTANCE

The Bus shall undergo START's reasonable tests prior to START's final acceptance. The Bus will be deemed accepted by START only when START has confirmed such acceptance. START agrees and acknowledges that it must make its determination on acceptance or non-acceptance no later than twenty-one (21) calendar days following receipt of the Bus under this Agreement or the Bus shall be deemed accepted, and that in the event of any non-acceptance, START shall provide Vendor a reasonably detailed description of the reasons for non-acceptance. START shall not be able to reject or not accept the Bus after such twenty-one (21) calendar day period. Notwithstanding the foregoing, placement of the non-accepted Bus into service shall, notwithstanding anything to the contrary in this Agreement, be deemed acceptance.

5. TITLE

Vendor shall provide adequate documents for registering the buses in the State of Wyoming at the time of delivery. Vendor shall bear all risks of loss, damage, or destruction of the Bus that occurs prior to acceptance,

except loss or damage attributable to START fault or negligence; and such loss, damage, or destruction shall not release Vendor from any obligation hereunder. After acceptance, the risk of loss, damage, and destruction shall be borne by START, except loss or damage attributable to Vendor fault or negligence.

6. INSURANCE

START shall be listed as an additional insured on all insurance policies required by the Contract Documents, except for Workers' Compensation, Commercial Automobile Liability, and Professional Liability. Vendor agrees, in addition to the above, to list the Town of Jackson, Wyoming (and its agents, officers, and employees) as an additional insured.

7. VENDOR'S STATUS

Neither the Vendor, nor any party contracting with the Vendor, shall be deemed to be an agent or employee of START or the Town of Jackson.

8. REPRESENTATIVES AND NOTICES

- a. START hereby designates the Transit Director, Bruce Abel, to act as its representative for the performance of this Agreement. START's representative shall have the power to act on behalf of START for all purposes under this Agreement. If for any reason START's representative is unavailable to execute performance under this Agreement, START further agrees to provide written notice, in accordance with this Section, of an alternate representative authorized to act on behalf of START.
- b. Vendor hereby designates the ___[insert institutional role]___ **Kyle Geitzenauer**, as its representative to act its representative to oversee the performance of this Agreement. Vendor's representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. If for any reason Vendor's representative is unavailable to execute performance under this Agreement, Vendor further agrees to provide written notice, in accordance with this Section, of an alternate representative authorized to act on behalf of Vendor.

9. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

START/Town:

START/Town of Jackson
Attn: Town Clerk
Attn. START Director
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

Vendor:

Either party may change its address or email address for notice purposes by providing written notice to the other

party in accordance with the terms of this provision.

10. AUTHORITY TO EXECUTE

It is acknowledged that the parties hereto have the authority to enter into this Agreement, that none are bound by any previous agreement that adversely affects this Agreement, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.

11. ENTIRE AGREEMENT; BINDING EFFECT; AMENDMENT

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

12. WAIVER; SEVERABILITY

A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

13. ASSIGNMENT

The Vendor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the START.

14. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

15. GOVERNING LAW; JURISDICTION; CONSTRUCTION

This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

16. RIGHTS AND REMEDIES OF THE START

The rights and remedies of the START provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

17. BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns

18. GOVERNMENTAL IMMUNITY

Neither the Town of Jackson nor START waive governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

Signatures Follow on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the last date written below.

START:

By: _____

Title: LizAnn Eisen, Board Chair

Date: _____

VENDOR:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____, Secretary

Date: _____

BID #1**Colorado/West Equipment, Inc.**

4970 Eagle Place
 Frederick, Co 80504
 (303) 288-1300 Phone (303) 288-2402 Fax
 www.cowest.net



**COLORADO / WEST
 EQUIPMENT, INC.**
 bus sales & service

Customer	WYDOT		
Contact	ROBYN N. EIFERT		
Address	5300 BISHOP BLVD		
City, State, Zip	CHEYENNE, WYOMING 82009	Phone	(307)777-4110
Bid Date	March 24, 2025	Email	robyn.eifert@wyo.gov
Estimated Delivery	180 days from chassis receive	Rep:	Kyle Geitzenauer
Model Year	2025 Ford E450 Endera B4		
Wheelbase	158"		
Capacity	10 passenger's 2 WC postions		
Base Bid Price	\$132,627		
Price does include Ford GPC			

Category	Item
1	24', E450, 158" WB, 14,500 GVWR
1	Front Lift - ADA with Double Wheel Chair Doors, Windows, Shift Interlock & Lights
1	Braun Century - NCL3454-2 Lift, 34"x54", 1000# with Rear Pump & Safety Belt
1	Vinyl Pads above lift door
2	Q-8100-A1T-L - QRT DELUXE Retractable Shoulder / Lap Belt Combo - Slide and Click
2	Q-Straint Belt Storage Pouch
2	Q-Straint 14" Quick Strap/Webbing Loop
1	White Step Nosing (Automatic Default)
1	Cove Flooring on Sidewall to Bottom of Seat Track
1	Profusion Korotrans Grey Ribbed aisle
1	Profusion Korotrans Grey Smooth Floor under seats
1	Entry Stepwell Heater (Control switch on dash)
1	Door / Window Ajar Alarm Package (on all Egress Windows & Rear Door or Window)
1	Battery Disconnect Switch Mounted in Bulkhead Above Driver
1	Back Up Alarm
1	Pull Cord Passenger Stop Indicator
1	Stop request Sign In Drivers Area
1	Skirt Mounted Battery Box with Slide Out Battery Tray
1	Engine Block Heater 400Watt (Included by Ford on Chassis)
2	Additional set of keys
1	Midship Turning Lights
1	Additional Exterior Wheelchair door light (1 standard)
1	2 7" Railroad crossing lights with switch on Dash
6	Personal Passenger reading lights
1	Driver reading light override switch on dash
1	Rosco Backup Camera with 7" Monitor
6	REI 6 camera system Customer provided DVR HD #1200 model number
1	Key Switch for Entrance Door
1	Rear Door (32"x54") - With 2 Windows

1	Front Destination Window Overhead Backlite
1	Luminator Front and side destination signs installed Part # 510819-001
1	12" Extruded Aluminum Running Boards with Intergrated Front Mud Flaps
1	Front Mud Flaps
1	MorRyde RS Rear Suspension
1	Onspot Tire Chains
1	Exterior Mirrors, Rosco Remote Power - Heated, RH & LH, Black Arms (Exchange)
1	Add Anti-Ride to Rear Bumper (Not Applicable with Rear Step Bumper)
1	Romeo RIM Rear Bumper, Black
1	2 Place ApexFat Tire Bike Rack-Stainless
2	Valve Stem Extender Inner Dual Rear Wheel, pair
1	Rear Step Incorporated into rear anti-ride feature
1	Velvac power and heated mirrors instead of Rosco
1	Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II to Match Ceiling
1	Key Locks for Driver Storage and Electrical Cabinet
1	Driver Personal Locking Storage Compartment
1	70K BTU Total - ACC-R236716 - Dual Compressors, Roof Cond., Ceiling Evap.
2	Pro Air #465LP Rear Heater-65K BTU, 3 Speed-Mounted Under Seat With Shut Off Valves
1	Heater Booster Pump, Includes Electric Water Valve in lieu of Manual Valves
2	Insulate Heater Hoses (per Heater)
1	5lb ABC Fire extinguisher w/Bracket
1	Bi-Directional Reflective Triangles
1	25 Unit First Aid Kit w/Plastic Waterproof Case ANSI-2009
1	Ceiling Grab Rail Curbside (ADA requirement)
1	Ceiling Grab Rail Streetside
1	Stanchion Behind Driver with Modesty Panel
1	Custom Graphics & Wraps - Contact Dealer for individual design per location
1	USSC G2 ELP with Arm Rest, Tilt, and Lumbar
10	Seat Cover - Level 6 pick a color per location
1	BV Foldaway Seat - Double
6	AV Grab Handle, Black - Each (PPE Material) AISLE FOLD
5	Flip-Up US Armrest, Black - Each (PPE Material) AISLE SEATS
10	Seat Belt, USR Retractable (Per Person) For Foldaway & Flipseat) N/A Handi Flip
4	Seat Belt Extension, 12"

OPTIONS

1

2	QRT DELUXE RETRACTABLE SHOULDER LAP BELT SLIDE N CLICK	\$1,537.00
1	3RD STEP ENTRANCE	0

1	ON SPOT TIRE CHAINS	\$4,062.50
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1		
1		
1	PROFUSION RIBBED AISLE	\$1,510.74

1	PROFUSION SMOOTH FLOOR UNDER SEATS	\$1,510.74
1		
1		
1	REI 6 Position Camera System with DVR part# 1200	\$4,375.00
1		
1		\$12,995.98
	WYDOT BASE AWARD PRICE	\$132,627.00
	PPI INCREASE 7.91% SINCE PRICE INCREASE IN 2023	\$10,490.80
	TOTAL	\$143,117.80
4	REMOVE 4 SEAT COVER DISCOUNT	(\$200.00)
4	REMOVE 4 SEAT BELTS	(\$200.00)
2	REMOVE 2 FLIP UP ARM RESTS	(\$40.00)
2	REMOVE 2 GRAB RAILS FROM SEATS	(\$30.00)
6	REMOVE 6 BV FOLDAWAY SEATS	(\$4,290.00)
4	ADD 4 MID HIGH SEATS	\$1,725.00
	TOTAL CREDIT	(\$3,035.00)
	TOTAL WITH CREDIT	\$140,082.80
	OPTIONS TOTAL	\$12,995.98
	TOTAL WITH OPTIONS	\$153,078.78

SIGN _____ DATE _____



ENDERA ~ STANDARD FEATURES

One-Piece Seamless Molded Fiberglass White Gel Coated Roof
White Exterior Gel Coat Finish
Fully Welded Tubular Steel Roll Cage Framework
Direct Body to Frame Mounting for Improved Strength
Drive Shaft Loops (1 per Drive Shaft Section)
Full Vision Flush Mount Bonded Windows - *Patent Pending*
Integrated Side Egress Windows
Tongue & Groove 3/4" Marine Grade Plywood Floor
Step Box Battery Storage
Stanchion at Top of Step Box w/ Modesty Panel & Hand Rail Parallel to Steps (Left Side)
Right Hand Grab Rail Parallel to Steps
High Gloss Fiberglass Exterior Wall Material
Electric Powered 36" Entrance Door with Dash Switch (33" Clear Opening)
Weldon High Content Node Power Control Module
Interior LED Lighting Package
Black Interior Sidewalls
White Interior Ceiling
Gray Padded Vinyl In Drivers Area
Door Activated Interior Lights
Exterior LED Lighting Package
"Endera" Basic Decal Kit
Rear Mud Flaps
Steel Rear Bumper
Rear Wheel Rubber Fender Guard
Overhead Storage Compartment in Front Bulkhead
Redundant Ground Between Chassis and Power Unit
Fuel Inspection Cover
Rosco Exterior Manual Mirrors
4 Interior Speakers (2 in Front and 2 in Rear)
92-inch Interior Width for comfortable seating
78-inch Center Aisle Ceiling Height
Additional Curbside Leaf Spring on Lift Buses

Standard Documents Included

Water Test
Weight Slip
Floorplan with Elevation
Anything else that is in the packet given to drivers

FORD OEM STANDARD CHASSIS FEATURES

Chassis Daytime Running Lights
OEM 240 Amp HD Alternator

Cruise Control

AM/FM Radio with Clock, Bluetooth, and USB Port with 4 Speakers

CNG Engine Prep Package

ENDERA AUTOMOTIVE WARRANTY FEATURES

3 Year / 36,000 Mile Warranty - (OEM Only)

5 Year / 150,000 Mile Warranty - (Endera Structure Only)

STURRA Tested for 7 years / 200,000 Miles

FMVSS Certified

Ford QVM Certified

