MEETING NOTICE

The next meeting of the Gunnison Valley Transportation Authority (RTA) will be:

May 4, 2018 at 8:00 a.m.
in the upstairs Training Room in the southeast corner on the second floor of the Gunnison County Courthouse
200 E. Virginia Ave., Gunnison, CO.

For copies of the agenda and minutes of previous meetings, please go to www.gunnisonvalleyrta.com/meetings. Two or more County Commissioners may be in attendance at this meeting.

Also, three or more RTA Board Members may attend the monthly Mayor/Manager meetings which are held at noon on the first Thursday of each month – call Scott Truex at 970-275-0111 for the next meeting location.
AGENDA – MAY 4, 2018
GUNNISON VALLEY TRANSPORTATION AUTHORITY
GUNNISON COUNTY COURTHOUSE
SECOND FLOOR SOUTH-EAST TRAINING ROOM – 8:00 A.M.

8:00  A. INTRODUCTION

CONSENT AGENDA – motion & decision requested
  B. ADOPTION OF THE AGENDA
  C. APPROVAL OF THE MARCH 9, 2018 MINUTES
  D. EXECUTIVE DIRECTOR’S FINANCIAL REPORT
  E. CORRESPONDENCE – Email from David Leinsdorf
  F. OLD BUSINESS
     1) Air program reports
     2) Bus program reports
  G. NEW BUSINESS
     1) Ratification of Letter to Colorado Representatives re Senate Bill 18-001

REGULAR AGENDA
8:05  F. OLD BUSINESS - continued
     2) Airport update – Rick Lamport
     3) Tourism Association report – John Norton
     4) Bus Service update – Scott Truex & Kevin Walters
     5) Air Command report – Scott Truex and David Clayton
     6) 2017-18 Winter Air Service update and discussion – Kent Myers
     7) 2018 Summer Air Service update and discussion – Kent Myers
     8) 2018-19 Winter Air Service negotiations – update – Kent Myers
     9) Tall Texan / Riverwalk bus stop construction project update – Scott Truex
        & Anthony Poponi

9:15  G. NEW BUSINESS

3) Resolution Number One, Series 2018 – A RESOLUTION OF THE
   BOARD OF DIRECTORS OF THE GUNNISON VALLEY
   TRANSPORTATION AUTHORITY APPROVING THE GUNNISON
   VALLEY TRANSPORTATION AUTHORITY TITLE VI PLAN,
   PUBLIC NOTICE OF RIGHTS / COMPLAINTS PROCESS, LIMITED
   ENGLISH PROFICIENCY PLAN, PUBLIC PARTICIPATION PLAN,
   AND POLICIES AND PROCEDURES FOR THE USE OF GUNNISON
   VALLEY RTA PUBLIC TRANSPORTATION – motion & decision
   requested

4) Rescinding of GVRTA Deviated Fixed Route Policy – motion & decision
   requested

5) Adopt revised Gunnison Valley Air Service Strategic Plan – motion &
   decision requested

6) Award contract for Engineering Services for Bus Pullouts at Intersection of
   Hwy 135 and Ohio Creek Bus Road– motion & decision requested
7) Execution of Intergovernmental Agreement with the City of Gunnison for use of bus stops in the City right of way – motion & decision requested

8) Amendment of contract dated March 1, 2017 with Humore.us, LLC for services of Anthony Poponi – motion & decision requested

9) Prioritization of Capital Projects for CDOT Statewide Transportation Plan – motion & decision requested

10) FTA Section 5311 Operating Grant application to CDOT – discussion and public input

11) FTA Section 5339 Grant Award and State of Colorado SB-228 Grant award – Authorization of Board Chair to sign contracts with CDOT to accept grant awards – motion & decision requested

10:15  H. COMMENTS FROM BOARD MEMBERS & STAFF

10:20  I. PUBLIC COMMENT PERIOD

10:25  J. ADJOURNMENT

Next Meeting – June 8, 2018 at 8:00 a.m. in the Gunnison County Courthouse.

All times are approximate – the meeting may move more quickly or more slowly than indicated.
A. INTRODUCTION

The meeting was called to order at 8:04 am by Chairperson John Messner.

Board and Staff Present: Jim Miles, John Messner, Leia Morrison, Kent Myers, Kent Cowherd, Chris Haver, Danny D’Aquila, Scott Truex, Anthony Poponi

Absent: Janet Farmer, Jonathan Houck

Members of the Gunnison-Crested Butte Regional Airport, Town of Mt. Crested Butte, Alpine Express, Crested Butte Mountain Resort, City of Gunnison and Gunnison-Crested Butte Tourism Association were all in attendance.

CONSENT AGENDA

B. ADOPTION OF THE AGENDA
C. APPROVAL OF THE FEBRUARY 8, 2018 MINUTES
D. EXECUTIVE DIRECTOR’S FINANCIAL REPORT
E. CORRESPONDENCE - None
F. OLD BUSINESS
   1) Ratification of RFP for engineering services for the Ohio Creek bus stop – to be advertised on March 16th
   2) Air program reports
   3) Bus program reports

Leia Morrison moved to approve the consent agenda as presented. The motion was seconded by Chris Haver and passed unanimously.

REGULAR AGENDA

F. OLD BUSINESS

4) Airport update – Rick Lamport

A new state of the art runway “snowbroom” was added on Monday to the Airport equipment fleet.

The Airport study is now in the needs assessment phase which will be based on the forecast previously approved by the FAA during an earlier phase of the planning process. The phase will be completed in June or July.
GoJet is operating the evening flights and handling the flights arriving at night and are having no issues arriving even though there have been weather systems in our area at the time.

A flight school is part of the “minimum standards” established by BOCC for the fixed based operator (FBO) at the Airport. Any FBO must provide a flight school option in addition to fueling. A third-party is now providing flight service at the airport to meet this standard.

5) Tourism Association report – John Norton

The Tourism Association (TA) received a fair to low response to the most recent buydown for local outbound program. It’s possible that the $100 buy-down was not enough to generate local activity. Scott asked if an earlier launch of the buydown program would help and John indicated yes and suggested testing a $200-$300 buydown might have greater success.

Jeff Moffett received 43 pin code requests in January for the United discount program which was a significant bump in interest in January.

6) Bus Service update – Scott Truex & Kevin Walters

An ADA training to be held at Alpine Express in April for both staff at Alpine Express and is open to other interested parties in our region.

Tyler from Alpine is now certified to offer inspections on compressed natural gas buses (CNG) vehicles. Our CNG bus must be inspected every 36,000 miles though that may change to annually in the near future.

Scott ordered a new CNG bus and it will arrive in September or October.

Slippage and stoppage of buses on Mt. Crested Butte between Crystal Road and the top of Mt. Crested Butte have happened on occasion this year under specific weather patterns. A lifting tag axel is not an option for our fleet. Staff does not believe the issue would be resolved with new chains. Tires may be the cause and staff and Alpine express is exploring a more aggressive tire tread to see if this variable is the cause.

The Swiftly app will be phased out in January 2019 and will be replaced with the “Transit” app which is used throughout the country. We’ll transition to Transit during the summer while Swiftly is still active to allow users to get familiarized with the new app.

The RTA celebrated our 1 millionth rider two days ago and recognize the rider with prizes.

A bus wrapped with Western State Colorado University graphics is now on route.
7) Air Command report – Scott Truex and David Clayton

There was no Air Command meeting this month.

8) 2017-18 Winter Air Service update and discussion – Kent Myers

We are projected to carry a very similar number of passengers as last year even though we have significantly more seats available in the marketplace compared to last year. The number of arriving passengers this year is also similar to winter of 2015-2016 as well.

Kent Myers is working with the airlines to get revenue caps and options for service for 2018-2019.

John Messner asked if we would have a higher load factor this year if snow conditions were the same as 2017-2018. Kent Myers indicated we would expect a higher load factor but could not predict how high those numbers might be. Our increase in success in Denver likely affected performance in other markets.

9) 2018 Summer Air Service update and discussion – Kent Myers

A draft summer contract from United has arrived and has been approved by the RTA. An execution copy will be available soon. Houston service will partially utilize a 76-seat aircraft for this year. Of the 55 trips this summer 26 trips will be utilizing this larger capacity plane compared to 50 passenger aircraft. Service starts June 9th with a 76-passenger aircraft.

Denver summer service will arrive twice a day this summer starting in June continuing all the way through October 4th.

Kent Myers shared some information related to the letter submitted by David Leinsdorf. Kent indicated Denver has been one of the top 5 largest airports in the nation for several years now and shared broad information on other airports of significant size.

10) Outbound local air ticket buy-down promotion update – Kent Myers and John Norton

This was discussed in part earlier. There are approximately 40 outbound tickets sold through this program. The marketing plan was very similar to the earlier buy-down program.

11) Tall Texan / Riverwalk bus stop update – Scott Truex & Anthony Poponi

A contract is in place with Spallone Construction to complete the work on the RTA’s behalf. We are awaiting information from Riverwalk Estates to confirm their project will take place this year prior to our project’s initiation. Staff will approach the board if changes to Riverwalk’s project schedule are known prior to the May 4th board meeting.
12) Ohio Creek bus stop update – Scott Truex and Anthony Poponi

Staff met with Matthew Birnie from Gunnison County and Kevin Walters of Alpine Express. We’ll have a recommendation for the engineer for this project by the May 4th meeting. The County will help with creating a parking area on the land they own adjacent to the proposed stops and shelters though a timeline and details for this parking area are still to be determined.

13) Funding for moving bus stop from Colorado and Hwy 50 to Teller and Hwy 50 & making the Recreation Center bus stop ADA accessible – Scott Truex

Staff met with City of Gunnison staff to discuss moving the Colorado St. stop to Teller St. adjacent to the Chamber of Commerce. Scott Truex provided updates on costs for the Teller St. stop and and a small concrete pad for the stop at the Recreation Center. The City is discussing covering half of the cost of these projects and their upcoming council meeting.

Leia Morrison moved to spend up to $13,000 from the Capital Fund Balance to complete the projects at the Teller Avenue and Recreation Center bus stops contingent upon the City of Gunnison sharing equally in the expense. Danny D’Aquila seconded the motion which passed unanimously.

G. NEW BUSINESS

1) Possible future abandonment of Spruce & Virginia bus stop – discussion – Scott Truex

This stop may be abandoned in the future when the addition of the Ohio Creek stop occurs to allow us to keep a similar schedule. Ridership is low at this stop and nearby stops on Virginia Avenue and at Safeway provide redundancy for riders in this geographic area.

2) Senate Bill 88 – reinstatement of cannabis tax revenue for special districts and requirements from the Department of Revenue – Scott Truex – discussion.

A short recess was called at 8:57am. The meeting resumed at 9:04am.

Kathleen Fogo, counsel for the RTA, gave an update on the recent changes in tax revenues generated on cannabis. Currently the RTA generates about $60,000 annually from this revenue source. There are a couple of cases being decided in the courts with relevance to this issue related to tax policy and the need for voter approval if the tax is considered a “new” tax. Other special districts, including the RTD, are awaiting the court’s decision before initiating the collection of tax once again.

Danny D’Aquila moved to have staff draft and send a letter to the Department of Revenue to initiate the collection tax through the cannabis tax as has been done
**historically.** The motion was seconded by Jim Miles which passed 5-1 with Chris Haver opposing the motion.

3) Agenda for Board Retreat on March 30th – John Messner & Scott Truex

Scott Truex walked through the retreat agenda briefly and asked for input from the Board on the agenda. No input was provided. The meeting will be in Crested Butte Mountain Resort’s Al Johnson room.

H. COMMENTS FROM BOARD MEMBERS & STAFF

Scott Truex provided an update on the changes he is proposing for the contract with Alpine Express. The contract will be presented to the board in the future for consideration.

Scott is working on a draft IGA with the City of Gunnison for maintenance and licensing of the bus shelters within the City’s limits.

The Colorado Department of Revenue (DOR) contacted the County Assessor Kristy MacFarland regarding the borders of the RTA district. There is some confusion regarding the location of the borders and who should be collecting the RTA tax. A current district map for the RTA was sent to the DOR. During the process of recreating the taxing district map we found slivers of land around municipalities which are not currently within our District but they should be. A new map will be brought forward to the board along with new boundary descriptions which will need to be approved by the RTA board the member entities to take effect.

GPS trackers have been added to the senior buses in Gunnison. This allows dispatch to track bus location in real-time and also to look at historic arrival times.

We did receive a complaint about the new wrap on “WSCU bus” leading to a diminished view from the window treatment, leading also to nausea for this rider.

Anthony Poponi has been with the RTA for a year and a COLA allowance will be presented in an amended contract at the next meeting.

Bus number 82 is a “parts bus” which will be replaced with the new CNG bus on order. Scott will be disposing of the bus either through a private buyer or scrap yard.

I. PUBLIC COMMENT PERIOD

No comments were presented.

G. NEW BUSINESS
4) Possible Executive Session to discuss contract negotiations with Truex Management Services.

At this point John Messner moved to go into an Executive Session the purpose of which was to confer with the RTA Board regarding contract negotiations with Truex Management Services, Inc. Leia Morrison seconded the motion. The motion passed unanimously.

John Messner stated the following: “This Executive Session is not open to the public and action may not be taken. It is Friday, March 9, 2018, and the time is 9:39 a.m. For the record, I am the presiding officer; John Messner. Participating in the Executive Session are the RTA board members present. If, at any point in the Executive Session, any participant believes the discussion is going outside the proper scope of the Executive Session, please interrupt the discussion and make an objection for the record.”

The board moved into executive session at 9:40 a.m.

The executive session was concluded at 10:28 a.m.

John Messner stated that “For the record, if any person who participated in the Executive Session believes that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session or that any improper action occurred during the Executive Session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.” No concerns were stated.

5) Authorization of contract with Truex Management Services – John Messner

There was discussion regarding the amount of compensation for the contract, the term of the contract, and some of the requirements of the contract. It was decided that it was the Board of Directors desire to offer a contract with a compensation amount of $140,000 for 2018, to not include reimbursement to Truex Management Services for professional liability insurance, to have four annual renewal periods with annual cost of living adjustments of three percent, and to require annual performance evaluations along with the setting of performance goals.

After further discussion, Leia Morrison moved and John Messner seconded a motion to authorize the Board Chair to sign a contract with Truex Management Services, Inc. as previously described. The motion passed unanimously.

J. ADJOURNMENT

The meeting was adjourned at 10:34 a.m.

These minutes are the final version approved by the Board of Directors of the Gunnison Valley Transportation Authority at its meeting on May 4, 2018.

______________________________
Leia Morrison, Secretary
# Financial Report – Through February, 2018

## Gunnison Valley Transportation Authority – General Fund

### Sales Tax Revenues

<table>
<thead>
<tr>
<th>Month</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Budget 2018</th>
<th>Actual 2018</th>
<th>% vs Change 17-18</th>
<th>Projected 2018</th>
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<tbody>
<tr>
<td>Jan</td>
<td>$79,792</td>
<td>$86,229</td>
<td>$99,543</td>
<td>$197,119</td>
<td>$220,917</td>
<td>$217,496</td>
<td>$249,593.59</td>
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<td>Feb</td>
<td>$80,812</td>
<td>$86,612</td>
<td>$99,830</td>
<td>$215,301</td>
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<td>$234,934</td>
<td>$232,924.03</td>
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<td>Mar</td>
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<td>$118,536</td>
<td>$129,336</td>
<td>$238,171</td>
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<td>Apr</td>
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<td>$54,226</td>
<td>$62,805</td>
<td>$169,783</td>
<td>$193,133</td>
<td>$182,221</td>
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<td>May</td>
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<td>$69,871</td>
<td>$72,123</td>
<td>$169,231</td>
<td>$182,221</td>
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<td>$108,099</td>
<td>$125,450</td>
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<td>Aug</td>
<td>$129,259</td>
<td>$146,042</td>
<td>$155,161</td>
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<td>$362,672</td>
<td>$368,024</td>
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<td>$145,482</td>
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<td>$322,078</td>
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<td>Oct</td>
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<td>$74,628</td>
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<td>$215,756</td>
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<td>$179,732</td>
<td>$174,042</td>
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<td>$131,597</td>
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<td>$296,565</td>
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<td>Year-to-date</td>
<td>$79,792</td>
<td>$86,229</td>
<td>$99,543</td>
<td>$197,119</td>
<td>$220,917</td>
<td>$217,496</td>
<td>$248,217.62</td>
<td>121.9%</td>
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<td>Full Year</td>
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<td>$1,237,175</td>
<td>$1,362,176</td>
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<td>$3,150,087</td>
<td>$3,160,087</td>
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</table>

## Financial Report - January, 2018

### Revenues:

- **Sales Tax:** $482,517.62 (3,150,000) $30,087 (3,180,087)
- **Sales Tax - Clerk:** $3,226.17 (12,500) $- (12,500)
- **Interest Charges:** $500 (500) $- (500)
- **Other Fines:** $5,000 (5,000) $- (5,000)
- **Earnings on Investments:** (5,737.18) (21,000) $- (21,000)
- **FTA 5311 Admin. & Operating Grant:** $192,720 (192,720) $- (192,720)

### Total Revenues:

$480,066.61 (3,381,720) $30,087 (3,411,807)

### Transfers:

- **To Capital Fund:** $- $450,000
- **To Air Command Fund:** $- $1,050,000
- **To Senior Transportation Fund:** $- $266,500

### Total Transfers:

$- $1,766,500

### Expenditures:

- **Postage:** $- $100
- **Photocopiers:** $- $100
- **Equipment Under $4,000:** $- $2,000
- **Travel - Transportation:** $- $10,000
- **Travel - Meals:** $120.00 $7,000
- **Travel - Lodging:** $- $7,000
- **Legal Services:** $1,488.34 $8,000
- **Contracted Temporary Help - Marcy & RAE:** $- $1,500
- **Contracted Svcs - GPS, Pupponi, Consultants:** $6,758.51 $48,000
- **Management Services - TMS:** $17,500.00 $34,000
- **Professional Services - Airplanners:** $15,379.89 $68,000
- **Meetings - Registrations:** $- $300
- **State Fees:** $- $20,000
- **Treasurer's Fees:** $4,788.16 $30,000
- **Rental - Buildings & Land:** $7,834.78 $47,200
- **Advertising & Legal Notices:** $- $17,500
- **Dues & Memberships:** $1,925.00 $2,000 ($75)$- $925
- **Auditing:** $- $3,000
- **Insurance & Bonds:** $3,167.00 $4,400 ($1,233) $3,167
- **Investment Commissions/Fees:** $- $50
- **Transfer to County General Fund:** $1,666.66 $10,000
- **Bus Stop Maintenance:** $- $5,000
- **5311 - A Management Services - TMS:** $17,500.00 $68,000
- **5311 - Q Diesel Fuel:** $25,379.98 $110,375
- **5311 - Q CNG Fuel:** $7,542.32 $42,125
- **5311 - Q Repair & Maintenance - Vehicles:** $7,949.08 $147,000
- **5311 - Q Purchased Transportation Services:** $183,406.66 $785,000

### Total Expenditures:

$302,593.67 $1,482,650 $46,931 $1,529,581

### Ending General Fund Balance:

$1,109,579 $1,041,005 $6,897.34 $1,047,992

Per RTA policy, the guideline for minimum ending general fund balance is at least 40% of annual sales tax collections which would be: $1,165,435

Report shows posted revenues through February and expenditures through February.

Report prepared by Scott Trux with information from the County Finance department on April 25, 2018.
### RTA Capital Reserve Fund
**Financial Report - January, 2018**

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 YTD</th>
<th>2018 Adopted</th>
<th>Revisions</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$465,013</td>
<td>$465,013</td>
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<td>$465,013</td>
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<tr>
<td><strong>Revenues:</strong></td>
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<tr>
<td>Funds from RTA General Fund</td>
<td>-</td>
<td>$450,000</td>
<td>-</td>
<td>$450,000</td>
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<td><strong>Capital Fund Revenues</strong></td>
<td>-</td>
<td>$571,200</td>
<td>(2,200)</td>
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<td><strong>Expenditures:</strong></td>
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<tr>
<td>5338 - C: Bus Purchase</td>
<td>$1,506.00</td>
<td>$714,000</td>
<td>(11,500)</td>
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<td>Bus Stop Improvements</td>
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<td><strong>Capital Fund Expenditures</strong></td>
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<td><strong>Ending Fund Balance</strong></td>
<td>$465,013</td>
<td>$535,213</td>
<td>(37,700)</td>
<td>$497,513</td>
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Report shows posted revenues through February and expenditures through February. Report prepared by Scott Truesdell with information from the County Finance department on April 25, 2018.

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### RTA Air Command Fund
**Financial Report - January, 2018**

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 YTD</th>
<th>2018 Adopted</th>
<th>Revisions</th>
<th>2018 Projected</th>
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<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$1,403,148</td>
<td>$1,344,773</td>
<td>38,376</td>
<td>$1,403,148</td>
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<td><strong>Revenues:</strong></td>
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<tr>
<td>Funds from RTA General Fund</td>
<td>-</td>
<td>$1,050,000</td>
<td>-</td>
<td>$1,050,000</td>
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<td><strong>RTA Air Command Fund Revenues</strong></td>
<td>-</td>
<td>$1,050,000</td>
<td>-</td>
<td>$1,050,000</td>
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<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Airline Guaranteed - Winter 17-18</td>
<td>-</td>
<td>$571,415</td>
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<td>$571,415</td>
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<tr>
<td>Airline Guaranteed - Summer</td>
<td>-</td>
<td>$300,000</td>
<td>(19,378)</td>
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<tr>
<td>Ticket Buy Down Programs</td>
<td>$10,679.60</td>
<td>$100,000</td>
<td>(69,221)</td>
<td>$10,779</td>
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<td><strong>RTA Air Command Fund Expenditures</strong></td>
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<td>$971,415</td>
<td>(100,599)</td>
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<td><strong>Ending Fund Balance</strong></td>
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<td>$1,443,358</td>
<td>146,974</td>
<td>$1,590,332</td>
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Report shows posted revenues through February and expenditures through February. Report prepared by Scott Truesdell with information from the County Finance department on April 25, 2018.

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### RTA Senior Transportation Fund
**Financial Report - January, 2018**

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 YTD</th>
<th>2018 Adopted</th>
<th>Revisions</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$175,229</td>
<td>$186,685</td>
<td>6,544</td>
<td>$175,229</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds from RTA General Fund</td>
<td>-</td>
<td>$266,500</td>
<td>-</td>
<td>$266,500</td>
</tr>
<tr>
<td><strong>Senior Transportation Fund Revenues</strong></td>
<td>-</td>
<td>$266,500</td>
<td>-</td>
<td>$266,500</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$30,556.29</td>
<td>$296,000</td>
<td>(4,880)</td>
<td>$291,120</td>
</tr>
<tr>
<td><strong>Senior Transportation Fund Expenditures</strong></td>
<td>$30,556.29</td>
<td>$296,000</td>
<td>(4,880)</td>
<td>$291,120</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>$144,673</td>
<td>$227,185</td>
<td>13,424</td>
<td>$240,609</td>
</tr>
</tbody>
</table>

Report shows posted revenues through February and expenditures through February. Report prepared by Scott Truesdell with information from the County Finance department on April 25, 2018.

---

### RTA Total Revenues and Expenditures
**Financial Report - January, 2018**

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 YTD</th>
<th>2018 Adopted</th>
<th>Revisions</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$2,979,656</td>
<td>$2,997,966</td>
<td>70,706</td>
<td>$2,979,656</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$345,333</td>
<td>$3,614,065</td>
<td>38,048</td>
<td>$3,576,017</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>$3,113,329</td>
<td>$3,246,761</td>
<td>129,436</td>
<td>$3,375,446</td>
</tr>
</tbody>
</table>

Report shows posted revenues through February and expenditures through February. Report prepared by Scott Truesdell with information from the County Finance department on April 25, 2018.

---

### RTA Summary of all Funds
**Financial Report - January, 2018**

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 YTD</th>
<th>2018 Adopted</th>
<th>Revisions</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$902,269</td>
<td>$1,041,005</td>
<td>6,967</td>
<td>$1,047,992</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$1,403,148</td>
<td>$1,442,496</td>
<td>146,797</td>
<td>$1,589,232</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>$175,229</td>
<td>$144,673</td>
<td>$13,424</td>
<td>$240,609</td>
</tr>
</tbody>
</table>

Report shows posted revenues through February and expenditures through February. Report prepared by Scott Truesdell with information from the County Finance department on April 25, 2018.

---

### RTA Likely Five year Capital Plan

<table>
<thead>
<tr>
<th>Year</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Capital Fund Balance</strong></td>
<td>$465,013</td>
<td>$497,513</td>
<td>$33,913</td>
<td>$7,913</td>
<td>$107,913</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td>$456,000</td>
<td>$250,000</td>
<td>$275,000</td>
<td>$300,000</td>
<td>$325,000</td>
</tr>
<tr>
<td><strong>Grant Revenues</strong></td>
<td>$562,000</td>
<td>$1,174,400</td>
<td>$553,000</td>
<td>$562,000</td>
<td>$562,000</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$1,022,000</td>
<td>$1,424,400</td>
<td>$878,099</td>
<td>$300,000</td>
<td>$325,000</td>
</tr>
<tr>
<td><strong>Planned Capital Expenditures</strong></td>
<td>$1,012,000</td>
<td>$1,424,400</td>
<td>$878,099</td>
<td>$300,000</td>
<td>$325,000</td>
</tr>
<tr>
<td>Bus # for Replacement:</td>
<td>82</td>
<td>84 &amp; 83</td>
<td>83 &amp; 81</td>
<td>83</td>
<td>83</td>
</tr>
<tr>
<td>Bus Stop Improvements at:</td>
<td>TT &amp; Ohio Creek</td>
<td>RL, RB &amp; BC</td>
<td>Garfield</td>
<td>Almost</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$962,000</td>
<td>$1,888,000</td>
<td>$904,000</td>
<td>$200,000</td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>Ending Capital Fund Balance</strong></td>
<td>$497,013</td>
<td>$33,913</td>
<td>$7,913</td>
<td>$107,913</td>
<td>$432,913</td>
</tr>
</tbody>
</table>

Report shows posted revenues through February and expenditures through February. Report prepared by Scott Truesdell with information from the County Finance department on April 25, 2018.
Correspondence:

I received the email below from David Leinsdorf and he asked me to share with the board:

From: David Leinsdorf <david81224@gmail.com>
Sent: Tuesday, April 24, 2018 1:51 PM
To: Scott Truex <struex@gunnisonvalleyrta.org>
Subject: OFF SEASON BUS SCHEDULE

Hi Scott,

One of my legal assistants commutes to and from Gunnison on your RTA buses, which she enjoys for the reading time it affords (not to mention that the price is right). However, she and I are both surprised that the RTA has no buses to Gunnison between 12:15 and 4:15. Your winter schedule had departures from Mt. CB at 2:35, 3:15 and 3:45, in addition to 12:25 and 4:15.

I suspect that a 3:15 departure during the off season would find some takers.

Please share this email with your board.

Thanks.

David Leinsdorf, Attorney
Air Reports:
At the retreat, you asked for a chart showing MRG Payments, MRG Caps, Available Seats and Seats Sold. These two charts together show these numbers and also the total loss to the airlines for each year. We don’t know the total loss on the programs for this year, but we assume that we will pay the caps. The charts do not include Gunnison – Denver service since we don’t have data for several of the years.
Winter 17-18 Air Service Final Charts:

GRAND TOTAL WEEKLY WINTER SEAT BOOKINGS YOY
Year 15/16 and 16/17 MKTS: DEN/DFW/IAH/ORD/LAX

GRAND TOTAL WEEKLY WINTER LOAD FACTOR YOY
Year 15/16 and 16/17 MKTS: DEN/DFW/IAH/ORD/LAX
Summer 2018 Air Service Chart:

2018 SUMMER GUC-DEN & IAH TOTAL SEATS SOLD

2018 GUC IAH SUMMER YOY LOAD FACTOR COMPARISON
2018 SUMMER GUC DEN LOAD FACTOR
### Bus Ridership Reports – March, 2018

#### Ridership on the RTA Gunnison - Crested Butte Route

<table>
<thead>
<tr>
<th>Month</th>
<th>2018 Riders</th>
<th>Miles</th>
<th>Days</th>
<th>Riders Per Trip</th>
<th>Riders Per Day</th>
<th>2018 Overcrowding</th>
<th>2017 Riders</th>
<th>2017 Riders Per Trip</th>
<th>YOY Riders Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>26,266</td>
<td>1,087</td>
<td>35,558</td>
<td>31</td>
<td>24.2</td>
<td>847.3</td>
<td>229</td>
<td>15</td>
<td>33</td>
</tr>
<tr>
<td>February</td>
<td>23,775</td>
<td>976</td>
<td>39,446</td>
<td>28</td>
<td>24.4</td>
<td>849.1</td>
<td>140</td>
<td>15</td>
<td>24</td>
</tr>
<tr>
<td>March</td>
<td>21,090</td>
<td>1,064</td>
<td>33,591</td>
<td>31</td>
<td>19.8</td>
<td>680.3</td>
<td>54</td>
<td>8</td>
<td>10</td>
</tr>
<tr>
<td>April</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>August</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>September</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>October</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>71,131</td>
<td>3,127</td>
<td>108,595</td>
<td>90</td>
<td>22.7</td>
<td>790.3</td>
<td>423</td>
<td>38</td>
<td>67</td>
</tr>
</tbody>
</table>

#### 2017-2018 Winter RTA Bus Boardings by Bus Stop

<table>
<thead>
<tr>
<th>Month</th>
<th># of days</th>
<th>Northbound Riders</th>
<th>Off at CB South</th>
<th>On at CB South</th>
<th>Total Riders</th>
<th>Southbound Riders</th>
<th>On in Mt. CB</th>
<th>Riders On at CB South</th>
<th>Riders Off at CB South</th>
<th>Riders On at CB South</th>
<th>Total Riders</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9</td>
<td>2,081</td>
<td>46</td>
<td>259</td>
<td>1,886</td>
<td>1,068</td>
<td>730</td>
<td>177</td>
<td>88</td>
<td>3,967</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31</td>
<td>11,771</td>
<td>300</td>
<td>1,208</td>
<td>10,618</td>
<td>6,224</td>
<td>4,009</td>
<td>859</td>
<td>385</td>
<td>22,389</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31</td>
<td>13,756</td>
<td>255</td>
<td>922</td>
<td>12,510</td>
<td>7,844</td>
<td>4,254</td>
<td>788</td>
<td>412</td>
<td>26,286</td>
<td></td>
</tr>
<tr>
<td></td>
<td>28</td>
<td>12,454</td>
<td>196</td>
<td>913</td>
<td>11,321</td>
<td>7,040</td>
<td>4,008</td>
<td>876</td>
<td>273</td>
<td>23,775</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31</td>
<td>11,050</td>
<td>267</td>
<td>862</td>
<td>10,040</td>
<td>5,665</td>
<td>4,014</td>
<td>811</td>
<td>361</td>
<td>21,090</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>8</td>
<td></td>
<td></td>
<td>1,064</td>
<td>1,064</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>138</td>
<td>51,112</td>
<td>1,064</td>
<td>4,164</td>
<td>46,375</td>
<td>27,841</td>
<td>17,015</td>
<td>3,511</td>
<td>1,519</td>
<td>97,487</td>
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</tbody>
</table>

#### CB South Ridership Winter 2017-2018

<table>
<thead>
<tr>
<th>Month</th>
<th># of days</th>
<th>RTA Riders</th>
<th>MT Exp. Riders</th>
<th>Total Riders</th>
<th>Last Year RTA Riders</th>
<th>Last Year MT Exp. Riders</th>
<th>Last Year Total Riders</th>
<th>Change</th>
<th>Riders Per Day</th>
<th>Riders Per 1-Way Bus Trip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9</td>
<td>570</td>
<td>254</td>
<td>824</td>
<td>457</td>
<td>210</td>
<td>667</td>
<td>157</td>
<td>92</td>
<td>3.05</td>
</tr>
<tr>
<td></td>
<td>31</td>
<td>2,752</td>
<td>1,427</td>
<td>4,179</td>
<td>2,783</td>
<td>1,393</td>
<td>4,176</td>
<td>135</td>
<td>4.49</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31</td>
<td>2,377</td>
<td>1,511</td>
<td>3,888</td>
<td>2,853</td>
<td>1,857</td>
<td>4,810</td>
<td>922</td>
<td>125</td>
<td>4.18</td>
</tr>
<tr>
<td></td>
<td>28</td>
<td>2,258</td>
<td>1,436</td>
<td>3,694</td>
<td>2,390</td>
<td>1,292</td>
<td>3,682</td>
<td>12</td>
<td>132</td>
<td>4.40</td>
</tr>
<tr>
<td></td>
<td>31</td>
<td>2,301</td>
<td>1,279</td>
<td>3,580</td>
<td>2,825</td>
<td>1,372</td>
<td>4,197</td>
<td>(617)</td>
<td>115</td>
<td>3.85</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>-</td>
<td>291</td>
<td>291</td>
<td>744</td>
<td>322</td>
<td>1,066</td>
<td>(775)</td>
<td>36</td>
<td>1.21</td>
</tr>
<tr>
<td>Total</td>
<td>138</td>
<td>10,258</td>
<td>6,198</td>
<td>16,456</td>
<td>12,152</td>
<td>6,446</td>
<td>18,598</td>
<td>(2,142)</td>
<td>119</td>
<td>3.97</td>
</tr>
</tbody>
</table>
### Gunnison Valley RTA Passengers by Time - Winter 2017-18

<table>
<thead>
<tr>
<th>Time</th>
<th>Northbound</th>
<th>Southbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov</td>
<td>Dec</td>
<td>Jan</td>
</tr>
<tr>
<td>6:30 AM</td>
<td>327</td>
<td>1,450</td>
</tr>
<tr>
<td>7:00 AM</td>
<td>194</td>
<td>1,604</td>
</tr>
<tr>
<td>7:30 AM</td>
<td>173</td>
<td>1,075</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>123</td>
<td>763</td>
</tr>
<tr>
<td>8:30 AM</td>
<td>112</td>
<td>559</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>110</td>
<td>515</td>
</tr>
<tr>
<td>9:30 AM</td>
<td>136</td>
<td>576</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>143</td>
<td>763</td>
</tr>
<tr>
<td>11:10 AM</td>
<td>156</td>
<td>906</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>187</td>
<td>822</td>
</tr>
<tr>
<td>12:30 PM</td>
<td>99</td>
<td>521</td>
</tr>
<tr>
<td>1:00 PM</td>
<td>81</td>
<td>439</td>
</tr>
<tr>
<td>1:30 PM</td>
<td>60</td>
<td>432</td>
</tr>
<tr>
<td>2:00 PM</td>
<td>63</td>
<td>375</td>
</tr>
<tr>
<td>2:30 PM</td>
<td>36</td>
<td>298</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>44</td>
<td>320</td>
</tr>
<tr>
<td>3:30 PM</td>
<td>37</td>
<td>293</td>
</tr>
<tr>
<td>Total</td>
<td>2,081</td>
<td>11,771</td>
</tr>
</tbody>
</table>

### Average Riders per Bus - Winter 2017-18

<table>
<thead>
<tr>
<th>Time</th>
<th>Northbound</th>
<th>Southbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov</td>
<td>Dec</td>
<td>Jan</td>
</tr>
<tr>
<td>6:30 AM</td>
<td>36.3</td>
<td>46.8</td>
</tr>
<tr>
<td>7:00 AM</td>
<td>21.6</td>
<td>51.7</td>
</tr>
<tr>
<td>7:30 AM</td>
<td>19.2</td>
<td>34.7</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>13.7</td>
<td>24.6</td>
</tr>
<tr>
<td>8:30 AM</td>
<td>12.4</td>
<td>18.0</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>12.2</td>
<td>16.6</td>
</tr>
<tr>
<td>9:30 AM</td>
<td>15.1</td>
<td>18.6</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>15.9</td>
<td>24.6</td>
</tr>
<tr>
<td>11:10 AM</td>
<td>17.3</td>
<td>29.2</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>20.8</td>
<td>28.5</td>
</tr>
<tr>
<td>12:30 PM</td>
<td>11.0</td>
<td>16.8</td>
</tr>
<tr>
<td>1:00 PM</td>
<td>9.0</td>
<td>14.2</td>
</tr>
<tr>
<td>1:30 PM</td>
<td>6.7</td>
<td>13.9</td>
</tr>
<tr>
<td>2:00 PM</td>
<td>7.0</td>
<td>12.1</td>
</tr>
<tr>
<td>2:30 PM</td>
<td>4.0</td>
<td>9.6</td>
</tr>
<tr>
<td>3:00 PM</td>
<td>4.9</td>
<td>10.3</td>
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<td>3:30 PM</td>
<td>4.1</td>
<td>9.5</td>
</tr>
<tr>
<td>Total</td>
<td>13.6</td>
<td>22.3</td>
</tr>
</tbody>
</table>

**Overall Total**: 3,967 passengers, with 22,389 Northbound and 26,726 Southbound, for a total of 51,122 passengers.

**Overall Total**: 13,040 passengers, with 17,293 Northbound and 26,726 Southbound, for a total of 46,375 passengers.
### Winter 2017-2018  GVRTA On-Time Performance

#### Southbound - Crested Butte 4-Way

<table>
<thead>
<tr>
<th># of Days</th>
<th>Expected # of Trips</th>
<th>Zero to 5 minutes late</th>
<th>5 to 10 minutes late</th>
<th>10 to 15 minutes late</th>
<th>More than 15 minutes</th>
<th>Not Tracked</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>9 153</td>
<td>94.8%</td>
<td>4.6%</td>
<td>0.0%</td>
<td>0.7%</td>
<td>0.0%</td>
</tr>
<tr>
<td>December</td>
<td>31 527</td>
<td>85.8%</td>
<td>11.2%</td>
<td>0.2%</td>
<td>0.2%</td>
<td>2.7%</td>
</tr>
<tr>
<td>January</td>
<td>31 527</td>
<td>88.8%</td>
<td>7.8%</td>
<td>0.8%</td>
<td>0.9%</td>
<td>1.7%</td>
</tr>
<tr>
<td>February</td>
<td>28 476</td>
<td>88.9%</td>
<td>8.8%</td>
<td>0.8%</td>
<td>0.2%</td>
<td>1.3%</td>
</tr>
<tr>
<td>March</td>
<td>31 527</td>
<td>92.4%</td>
<td>6.8%</td>
<td>0.0%</td>
<td>0.4%</td>
<td>0.4%</td>
</tr>
<tr>
<td>Total</td>
<td>130 2,210</td>
<td>89.4%</td>
<td>8.4%</td>
<td>0.4%</td>
<td>0.5%</td>
<td>1.4%</td>
</tr>
</tbody>
</table>

#### Southbound - CB South

<table>
<thead>
<tr>
<th># of Days</th>
<th>Expected # of Trips</th>
<th>Zero to 5 minutes late</th>
<th>5 to 10 minutes late</th>
<th>10 to 15 minutes late</th>
<th>More than 15 minutes</th>
<th>Not Tracked</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>9 108</td>
<td>93.5%</td>
<td>4.6%</td>
<td>0.0%</td>
<td>0.9%</td>
<td>0.9%</td>
</tr>
<tr>
<td>December</td>
<td>31 372</td>
<td>87.4%</td>
<td>9.9%</td>
<td>0.0%</td>
<td>0.3%</td>
<td>2.4%</td>
</tr>
<tr>
<td>January</td>
<td>31 372</td>
<td>85.8%</td>
<td>11.0%</td>
<td>1.1%</td>
<td>0.3%</td>
<td>1.9%</td>
</tr>
<tr>
<td>February</td>
<td>28 336</td>
<td>85.4%</td>
<td>11.9%</td>
<td>2.1%</td>
<td>0.0%</td>
<td>0.6%</td>
</tr>
<tr>
<td>March</td>
<td>31 372</td>
<td>91.7%</td>
<td>5.9%</td>
<td>1.1%</td>
<td>0.3%</td>
<td>1.1%</td>
</tr>
<tr>
<td>Total</td>
<td>130 1,560</td>
<td>88.0%</td>
<td>9.3%</td>
<td>1.0%</td>
<td>0.3%</td>
<td>1.5%</td>
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#### Northbound - Western (Colorado & Ohio)

<table>
<thead>
<tr>
<th># of Days</th>
<th>Expected # of Trips</th>
<th>Zero to 5 minutes late</th>
<th>5 to 10 minutes late</th>
<th>10 to 15 minutes late</th>
<th>More than 15 minutes</th>
<th>Not Tracked</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>9 153</td>
<td>96.7%</td>
<td>2.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>1.3%</td>
</tr>
<tr>
<td>December</td>
<td>31 527</td>
<td>90.3%</td>
<td>4.9%</td>
<td>1.7%</td>
<td>0.0%</td>
<td>3.0%</td>
</tr>
<tr>
<td>January</td>
<td>31 527</td>
<td>89.2%</td>
<td>7.0%</td>
<td>1.7%</td>
<td>1.3%</td>
<td>0.8%</td>
</tr>
<tr>
<td>February</td>
<td>28 476</td>
<td>88.2%</td>
<td>7.8%</td>
<td>2.1%</td>
<td>0.8%</td>
<td>1.1%</td>
</tr>
<tr>
<td>March</td>
<td>31 527</td>
<td>95.6%</td>
<td>2.8%</td>
<td>0.6%</td>
<td>0.2%</td>
<td>0.8%</td>
</tr>
<tr>
<td>Total</td>
<td>130 2,210</td>
<td>91.3%</td>
<td>5.3%</td>
<td>1.4%</td>
<td>0.5%</td>
<td>1.4%</td>
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#### Northbound - Spencer and Hwy 135

<table>
<thead>
<tr>
<th># of Days</th>
<th>Expected # of Trips</th>
<th>Zero to 5 minutes late</th>
<th>5 to 10 minutes late</th>
<th>10 to 15 minutes late</th>
<th>More than 15 minutes</th>
<th>Not Tracked</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>9 153</td>
<td>96.7%</td>
<td>1.3%</td>
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</tr>
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<td>2.5%</td>
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<td>0.0%</td>
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</tr>
<tr>
<td>Total</td>
<td>130 2,210</td>
<td>90.5%</td>
<td>4.0%</td>
<td>0.8%</td>
<td>0.4%</td>
<td>4.3%</td>
</tr>
</tbody>
</table>

#### Northbound - CB South

<table>
<thead>
<tr>
<th># of Days</th>
<th>Expected # of Trips</th>
<th>Zero to 5 minutes late</th>
<th>5 to 10 minutes late</th>
<th>10 to 15 minutes late</th>
<th>More than 15 minutes</th>
<th>Not Tracked</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>9 108</td>
<td>98.1%</td>
<td>0.9%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.9%</td>
</tr>
<tr>
<td>December</td>
<td>31 372</td>
<td>90.3%</td>
<td>5.6%</td>
<td>0.5%</td>
<td>0.0%</td>
<td>3.5%</td>
</tr>
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<td>January</td>
<td>31 372</td>
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<td>28 336</td>
<td>91.7%</td>
<td>5.1%</td>
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<td>1.6%</td>
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<td>0.0%</td>
<td>1.1%</td>
</tr>
<tr>
<td>Total</td>
<td>130 1,560</td>
<td>92.6%</td>
<td>4.0%</td>
<td>0.6%</td>
<td>0.4%</td>
<td>2.4%</td>
</tr>
</tbody>
</table>

Average: 90.4%  6.2%  0.8%  0.4%  2.2%
## Miles per Bus - 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>#81</th>
<th>#83</th>
<th>#84</th>
<th>#87</th>
<th>#88</th>
<th>#89</th>
<th>AEX Buses</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>January</td>
<td>1,089</td>
<td>438</td>
<td>3,389</td>
<td>10,397</td>
<td>10,698</td>
<td>9,547</td>
<td>-</td>
<td>35,558</td>
</tr>
<tr>
<td>February</td>
<td>7,506</td>
<td>1,511</td>
<td>2,355</td>
<td>11,409</td>
<td>6,879</td>
<td>9,434</td>
<td>352</td>
<td>39,446</td>
</tr>
<tr>
<td>March</td>
<td>458</td>
<td>213</td>
<td>2,195</td>
<td>8,603</td>
<td>11,742</td>
<td>10,380</td>
<td>-</td>
<td>33,591</td>
</tr>
</tbody>
</table>

## Repairs per Bus - 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>#81</th>
<th>#83</th>
<th>#84</th>
<th>#87</th>
<th>#88</th>
<th>#89</th>
<th>All Buses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>272</td>
<td>-</td>
<td>600</td>
<td>605</td>
<td>1,866</td>
</tr>
<tr>
<td>February</td>
<td>-</td>
<td>-</td>
<td>393</td>
<td>872</td>
<td>882</td>
<td>458</td>
<td>1,858</td>
<td>6,028</td>
</tr>
<tr>
<td>March</td>
<td>2,357</td>
<td>1,103</td>
<td>-</td>
<td>4,031</td>
<td>4,535</td>
<td>1,897</td>
<td>1,879</td>
<td>16,421</td>
</tr>
</tbody>
</table>

## Inventory

### Inventory

<table>
<thead>
<tr>
<th></th>
<th>All Buses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$389</td>
<td>$1,866</td>
</tr>
<tr>
<td>February</td>
<td>$1,565</td>
<td>$6,028</td>
</tr>
<tr>
<td>March</td>
<td>$2,498</td>
<td>$16,421</td>
</tr>
</tbody>
</table>

## Ridership on the RTA Funded Senior Services - 2018

<table>
<thead>
<tr>
<th>Month</th>
<th>Gunnison Riders</th>
<th>CB Riders</th>
<th>Total Riders</th>
<th>Gunnison Miles</th>
<th>CB Miles</th>
<th>Total Miles</th>
<th>Gunnison Invoices</th>
<th>CB Invoices</th>
<th>Total Invoices</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1,071</td>
<td>134</td>
<td>1,205</td>
<td>2,759</td>
<td>1,116</td>
<td>3,875</td>
<td>$14,912</td>
<td>$1,879</td>
<td>$16,791</td>
</tr>
<tr>
<td>February</td>
<td>1,015</td>
<td>104</td>
<td>1,119</td>
<td>2,463</td>
<td>616</td>
<td>3,279</td>
<td>$12,420</td>
<td>$1,345</td>
<td>$13,765</td>
</tr>
<tr>
<td>March</td>
<td>1,237</td>
<td>150</td>
<td>1,387</td>
<td>3,033</td>
<td>1,123</td>
<td>4,156</td>
<td>$11,231</td>
<td>$1,333</td>
<td>$12,564</td>
</tr>
</tbody>
</table>

## Total

<p>|               | 3,323 | 388  | 3,711 | 8,255 | 3,055 | 11,310 | $38,563 | $4,557 | $43,120 |</p>
<table>
<thead>
<tr>
<th>Date</th>
<th>Complaint</th>
<th>Late run</th>
<th>Missed Runs</th>
<th>Reason</th>
<th>ADA/Lift deployment</th>
<th>Incidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/5/2018</td>
<td>19 pax left in CB at 5:15pm s bound</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/7/2018</td>
<td>1 pax left at 5:15pm s bound</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/10/2018</td>
<td>Pukes 2 times in #68 11:25pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/11/2018</td>
<td>#81 burst antifreeze hose at Napa</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>stop in Gunnison</td>
</tr>
<tr>
<td>3/11/2018</td>
<td>Puke smell still lingering in #68</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/17/2018</td>
<td>Xtra late night run-St. Pats</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/19/2018</td>
<td>Xtra 5:15pm s.bound</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/23/2018</td>
<td>10:15am S.Bound stuck at 4way due</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>to unplowed roads. Got out with sand</td>
</tr>
<tr>
<td></td>
<td>to unplowed roads</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/23/2018</td>
<td>5:35am N.Bound did not go to</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transit center due to no sand or plowed roads</td>
</tr>
</tbody>
</table>
April 10, 2018

President Grantham;
Speaker Duran;
Senator Donovan;
Representative McLachlan; and
Representative Hamner,

Sent via email re: Senate Bill 18-001

Dear President Grantham, Speaker Duran, Senator Donovan, Representative McLachlan and Representative Hamner,

Thank you for your continued work on transportation funding in Colorado. We are aware that the current lack of transportation funding in Colorado is a critical issue and we believe that any solution needs to support the full needs of the state, with flexible local funding and dedicated multimodal dollars. The Gunnison Valley RTA is supportive of transportation funding that is sustainable and meets the needs of communities across the state.

Senate Bill 001, as currently drafted, lacks substantial local and multimodal funding, which we believe is crucial for innovative local projects and transportation options. While we believe Highway funding is important, we believe that any bill funding transportation in Colorado should include transit and multimodal as well as road and bridge infrastructure. Restructuring our transportation system funding is the necessary next step for making a transportation network that works for all people and we hope you consider a comprehensive solution for Colorado.

Please contact me with any questions.

Thank you.

Sincerely,

John Messner
Board Chair

cc: Senator Garcia
    Senator Zenzinger
WHEREAS, the Gunnison Valley Transportation Authority (RTA) as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964 as amended, must submit on an annual basis its Title VI Assurance as part of the annual Certification and Assurance submission to the Federal Transit Administration (FTA); and

WHEREAS, the Board of Directors has reviewed and considered the Plan at a regularly scheduled meeting of the RTA on MAY 4, 2018; and

WHEREAS, the Plan includes appendixes which contain other documents and plans such as a Public Notice of Rights / Complaints Process, Limited English Proficiency Plan, Participation Plan, and Policies and Procedures for the use of RTA Public Transportation; and

WHEREAS, the Board of Directors has determined that the Plan, a copy of which is attached hereto, should be approved by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RTA THAT:

Section 1. That the Gunnison Valley Transportation Authority Title VI Plan and documents included in the appendixes of the Plan attached hereto is approved by the Board.

INTRODUCED, READ AND ADOPTED at a regular meeting of the RTA on the 4th day of May, 2018.

GUNNISON VALLEY TRANSPORTATION AUTHORITY

______________________________________________
By: John Messner, Board Chair

Attest:

______________________________________________
By: Leia Morrison, Secretary
Gunnison Valley RTA

Title VI Plan
Related to
Transportation Planning and Transportation Improvements

Adopted by the Board of Directors –
May 4, 2018
AGENCY INFORMATION

RECIPIENT: Gunnison Valley Transportation Authority (RTA)
Rural Transit Agency (population under 200,000)

CONTACT INFORMATION:

Scott Truex
Executive Director
Gunnison Valley RTA
507 Maroon Avenue
P.O. Box 39
Crested Butte, CO 81224
struex@gunnisonvalleyrta.org
Phone: 970-275-0111
Fax: 970-349-6626
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<th>Section</th>
<th>Page</th>
</tr>
</thead>
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<td>III. INCORPORATION OF THE PROGRAM</td>
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<td>9</td>
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<td>9</td>
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<td>9</td>
</tr>
<tr>
<td>d. Record Title VI Activities</td>
<td>9</td>
</tr>
<tr>
<td>e. Access for LEP Persons</td>
<td>9</td>
</tr>
<tr>
<td>f. Minority Representation on Boards</td>
<td>9</td>
</tr>
<tr>
<td>g. Public Notification</td>
<td>10</td>
</tr>
<tr>
<td>h. Additional Information</td>
<td>10</td>
</tr>
<tr>
<td>i. Timely Submission</td>
<td>10</td>
</tr>
<tr>
<td>j. Environmental Analysis of Construction Projects</td>
<td>11</td>
</tr>
<tr>
<td>k. Facility Location Determination</td>
<td>11</td>
</tr>
<tr>
<td>l. System-Wide Service Standards and Policies</td>
<td>12</td>
</tr>
<tr>
<td>APPENDIX A – Title VI Clause Re: All Contracts Subject To Title VI</td>
<td>13</td>
</tr>
<tr>
<td>APPENDIX B – Title VI Clause Re: Real Property Transactions</td>
<td>15</td>
</tr>
</tbody>
</table>
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16

APPENDIX D - Public Notice of Rights / Complaint Process
18

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24

APPENDIX F – RTA’S Public Participation Plan
28

APPENDIX G – RTA’s Policies and Procedures for the Use of RTA’s Public Transportation System
30

APPENDIX H – Resolution Approving Plan
34
I. PROVISION OF TITLE VI ASSURANCES

The RTA hereby certifies that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

a. RTA shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.

b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

c. RTA will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1A and in compliance with the Department of Transportation’s Title VI Regulation, 49 CFR, Part 21.7.

d. RTA will make it known to the public that those persons or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a compliant with the Federal Transit Administration and/or the U.S. Department of Transportation.
II. TITLE VI COMPLIANCE HISTORY

a. There are no outstanding lawsuits or complaints naming the RTA which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.

b. There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to the RTA other than that being supplied by the Federal Transit Administration (FTA). Currently the RTA is applying for Section 5311, & 5339 funding through the FTA.

c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the RTA and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to the RTA.

d. There are currently no pending construction projects which would negatively impact minority communities being performed by the RTA.
III. INCORPORATION OF THE PROGRAM

The Gunnison Valley RTA (hereinafter referred to as the “RTA” or “Recipient”) hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration program:

a. That the Recipient agrees that each “program” and each “facility”, as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.

b. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Transit Administration programs and, in adapted form in all proposals or negotiated agreements:

The RTA, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated
against on the grounds of race, color, or national origin in consideration for an award.
c. That the Recipient shall insert the clauses contained herein as APPENDIX A in every contract subject to this Act and the Regulations.

d. That the Recipient shall insert the clauses contained herein as APPENDIX B, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.

e. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

f. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

g. That the Recipient shall include the appropriate clauses contained herein as APPENDIX C, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Transit Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under Federal Administration programs.

h. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

THESE ASSURANCES are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Department of Transportation under the Federal Administration and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Transit Administration programs.

The person(s) whose signature appears below, are authorized to sign these assurances on behalf of the grant applicant or recipient.

Date: 5-4-18

John Messner, Board Chair
Gunnison Valley RTA Board of Directors
IV. **GENERAL GUIDELINES/REQUIREMENTS**

a. **Annual Certification and Assurance**

As stated in Section I, RTA shall submit annually, their Title VI assurance, as part of their annual Certification and Assurance submission to the FTA.

b. **Complaint Procedures**

In compliance with 49 CFR Section 21.9(b), RTA has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public upon request. RTA complaint procedures and complaint form are contained herein as **APPENDIX D**.

c. **Promoting Inclusive Public Participation**

FTA shall take meaningful steps to involve minority and LEP populations in public participation activities. RTA’s Public Participation Plan is contained herein as **APPENDIX F**.

d. **Record Title VI Activities**

In compliance with 49 CFR Section 21.9(b), RTA shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming TOB that allege discrimination on the basis of race, color, or nation origin. Such list shall include:

1) Date the investigation, lawsuit, or complaint was filed;

2) Summary of the allegation(s);

3) The status of the investigation, lawsuit, or complaint; and

4) Actions taken by the RTA in response to the investigation, lawsuit or complaint.

e. **Access for LEP Persons**

RTA shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). RTA will assist persons with limited English proficiency to participate in the transportation planning process. RTA Staff will make every effort to provide translators and document translation, where feasible, upon
request. RTA’s Limited English Proficiency (LEP) Plan is contained herein as **APPENDIX E**.

**f. Minority Representation on Boards**

RTA does not have transit-related, non-elected planning boards, advisory councils or committees that are either appointed by or serve the RTA.

**g. Public Notification**

In compliance with 49 CFR Section 21.9(d), RTA shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by the Title VI. RTA complaint procedures and public notification information are contained herein as **APPENDIX D**.

**h. Additional Information**

RTA acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1A, may be requested in writing of the RTA, to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

**i. Timely Submission**

RTA acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office once every three (3) years. The submission shall include, but is not limited to:

1) A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;

2) RTA’s process for persons with limited English proficiency (LEP);

3) Title VI Complaint and Tracking procedures;

4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and

5) A copy of RTA’s public notice regarding Title VI compliance and public access and instructions to RTA Title VI complaint procedures.
Portions of the Plan which have not changed since the last submission will not be resubmitted, however, RTA shall include a statement to this effect in lieu of copies of the original documents in order to eliminate redundancy in resubmissions.
j. Environmental Analysis of Construction Projects

RTA shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which require NEPA. If a Categorical Exclusion (CE) is performed, RTA shall complete the FTA’s standard CE check-list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), RTA shall integrate into their documents, the following:

1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;

2) A discussion of all adverse effects that would affect the identified minority and low-income population;

3) A discussion of all positive effects that would affect the identified minority and low-income population;

4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;

5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and

6) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, RTA shall describe why this is so.

k. Facility Location Determination

The RTA neither owns nor maintains any applicable facilities. Should the RTA in the future develop facilities, it will not make land acquisition or site development decisions on the basis of race, color, or national origin, and
will adhere to the requirements of FTC 4702.1B, Chapter III-11, as such may be amended, during the planning stage of any project.
I. System-Wide Service Standards and Policies

Service Standards:

Vehicle Load Standard:

The average of all loads on the single RTA commuter route during the peak operating period should not exceed vehicles' achievable capacities, which are 58 passengers for a 40 foot transit bus, and 72 passengers 45 foot Over the Road Coach.

<table>
<thead>
<tr>
<th></th>
<th>Maximum Load</th>
<th>Type of Vehicle</th>
<th>Seated</th>
<th>Standing</th>
<th>Total</th>
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<tbody>
<tr>
<td></td>
<td>Factor</td>
<td>40' Transit Bus</td>
<td>45</td>
<td>12</td>
<td>58</td>
</tr>
<tr>
<td></td>
<td></td>
<td>45' Over the Road Coach</td>
<td>57</td>
<td>15</td>
<td>72</td>
</tr>
</tbody>
</table>

Vehicle Headway Standard:

Due to the seasonal and commuter nature of RTA service, headways on the RTA commuter route vary by season and by time.

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<thead>
<tr>
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<th>2018 GVRTA Headways</th>
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<tbody>
<tr>
<td></td>
<td>Winter</td>
</tr>
<tr>
<td>Peak</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Off-Peak</td>
<td>1 hour</td>
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<tr>
<td></td>
<td>3 hours</td>
</tr>
</tbody>
</table>

Note: headways are minimums and may be shorter.

On Time Performance Standard:

RTA vehicles are considered on time if it departs the first scheduled timepoint on the route at or after the scheduled departure and no more than 15 minutes late. RTA’s on-time performance objective is 95% or greater. RTA monitors on-time performance monthly and out of compliance departures are reported as part of performance reports covering all aspects of operations. In 2017, RTA had 8,963 departures of which 100 were reported not to be on time.

Service Availability Standards:
RTA’s commuter route will distribute transit service so that 90% of all residents in the service area are within a ½ mile walk or 5 mile drive of the commuter bus route.
Service Policies:

Vehicle Assignment:
The RTA operates one route and all vehicles are assigned to the same route. Whenever possible, larger vehicles are assigned at peak times.

Distribution of transit amenities:
The RTA does not have decision-making authority over the siting of transit amenities. All amenities are sited by the municipalities or property owners associations which the RTA serves.

The person(s) whose signature appears below, are authorized to sign on behalf of the grant applicant or recipient.

Date: 5-4-18

John Messner, Board Chair
Gunnison Valley RTA Board of Directors
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTA or the FEDERAL TRANSIT ADMINISTRATION to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the RTA, or the FEDERAL TRANSIT ADMINISTRATION as appropriate, and shall set forth what efforts it has made to obtain the information.
5) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with nondiscrimination provision of this contract, the **RTA** shall impose contract sanctions as it or the **FEDERAL TRANSIT ADMINISTRATION** may determine to be appropriate, including but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

b) Cancellation, termination, or suspension of the contract, in whole or in part.
APPENDIX A - TITLE VI PLAN (Continued)
(to be inserted into every contract subject to Title VI)

6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the RTA or the FEDERAL TRANSIT ADMINISTRATION may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the RTA to enter into such litigation to protect the interests of the RTA, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX B - TITLE VI PLAN
(to be inserted into real property transactions)

The Gunnison Valley RTA is herein referred to as the "RTA"

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(Granting Clause)

NOW, THEREFORE, the Department of Transportation, as authorized by Law, and upon the condition that the RTA will accept title to the Lands and maintain the project constructed thereon, in accordance with THE STATE OF COLORADO, the Regulations for the Administration of PROGRAM and the policies and procedures prescribed by FEDERAL TRANSIT ADMINISTRATION of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the RTA all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(Habeas Clause)

TO HAVE AND TO HOLD said lands and interests therein unto the RTA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the RTA, its successors and assigns.

The RTA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby [.] [and]* (2) that the RTA shall use the lands and interest in
lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C - TITLE VI PLAN
(to be inserted into Federally funded real property transactions or improvements)

The Gunnison Valley RTA is herein referred to as the "RTA"

The following clauses shall be included in all deeds, licenses, teases, permits, or similar instruments entered into by the RTA pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee Lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*
That in the event of breach of any of the above nondiscrimination covenants, the RTA shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said (licenses, lease, permit, etc.) to re-enter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants the RTA shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the RTA and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the RTA pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied. the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

APPENDIX C - TITLE VI PLAN (Continued)
(to be inserted into Federally funded real property transactions or improvements)

(Include in licenses, leases, permits, etc.*)*
thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the **RTA** shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the **RTA** and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.
GUNNISON VALLEY RTA (RTA)

Public Notice of Rights
The following statement shall be posted in conspicuous and accessible locations at the RTA Transit Center, on the RTA website (www.gunnisonvalleyrta.org); permanently displayed on public transit vehicles; and other appropriate materials made available to the public: (Documents will be translated into languages other than English, upon request.)

Non-Discrimination - Your Rights Under Title VI of the Civil Rights Act of 1964
The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes the Gunnison Valley RTA (RTA) has violated his/her Title VI protections, should contact the Gunnison Valley RTA at 970-275-0111 or email struex@gunnisonvalleyrta.org. RTA has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services, in order to assist LEP individuals, shall be made available to RTA’s customers upon request. RTA’s Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting the Gunnison Valley RTA Bus System at the above-noted information. For Federal Title VI information, please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)

The Gunnison Valley RTA (RTA) grants all persons equal access to all its public transportation services.
It is further the intent of the RTA that all persons are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the RTA programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

What is Title VI?
Title VI is a section of the Civil Rights Act of 1964 requiring that “No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

What is LEP?
As part of Title VI requirements, the RTA has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to RTA services as required by Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

RTA’s Complaint and Investigation Procedures
These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any program or activity administered by the RTA.
These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the RTA may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The following measures will be taken to resolve Title VI complaints:

1) A formal complaint must be filed within 180 calendar days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The RTA strongly encourages the use of the attached RTA Title VI Complaint Form when filing official complaints.

The preferred method is to file your complaint in writing using the RTA Title VI Complaint Form, and sending it to:

Title VI Coordinator
Gunnison Valley RTA
P.O. Box 39
Crested Butte, CO 81224

2) In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the RTA Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the RTA Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.

3) When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by registered mail.

4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided 60 calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

5) Within 15 calendar days from receipt of a complete complaint, the RTA will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the RTA Executive Director or his/her authorized designee will notify the
Complainant and Respondent, by registered mail, informing them of the disposition.

a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
APPENDIX D (Continued)

TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
GUNNISON VALLEY RTA (RTA)

b. If the complaint is to be investigated, the notification shall state the grounds of the RTA’s jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

6) When the RTA does not have sufficient jurisdiction, the RTA Executive Director or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.

7) If the complaint has investigative merit, the RTA Executive Director or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Executive Director within 60 calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.

8) The RTA Executive Director or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 calendar days from receipt of the complaint.

9) If the Complainant is dissatisfied with the RTA’s resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration
Region 8
Attn: Civil Rights Officer
12300 West Dakota Avenue
Suite 310
Lakewood, CO 80228
720-963-3300
Fax 720-963-3333

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1A, Chapter IX.
# Title VI Complaint Form

Instructions: If you would like to submit a Title VI complaint to the Gunnison Valley RTA Bus System, please fill out the form below and send it to: Gunnison Valley RTA, Attn: Title VI Coordinator, P.O. Box 39, Crested Butte, CO 81224. For questions or a full copy of RTA’s Title VI policy and complaint procedures call 970-275-0111 or email struex@gunnisonvalleymta.org.

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<tr>
<td><strong>1. Name (Complainant):</strong></td>
<td></td>
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<tr>
<td><strong>2. Phone:</strong></td>
<td><strong>3. Home address (street no., city, state, zip):</strong></td>
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<tr>
<td><strong>4. If applicable, name of person(s) who allegedly discriminated against you:</strong></td>
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<tr>
<td><strong>5. Location and position of person(s) if known:</strong></td>
<td><strong>6. Date of incident:</strong></td>
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<td><strong>7. Discrimination because of:</strong></td>
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<td>□ Race</td>
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<td>□ Color</td>
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</tbody>
</table>
8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.

9. Why do you believe these events occurred?

10. What other information do you think is relevant to the investigation?

11. How can this/these issue(s) be resolved to your satisfaction?

12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses):
   Name:  
   Address:  
   Phone number:
13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?
   □ Yes □ No

If yes, check all that apply:
   □ Federal agency □ Federal court □ State court
   □ Local agency □ State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

<table>
<thead>
<tr>
<th>Agency/Court:</th>
<th>Contact’s Name:</th>
<th>Address:</th>
<th>Phone number:</th>
</tr>
</thead>
</table>

Signature (Complainant): ___________________________  Date of filing: ___________________________
I. INTRODUCTION

This Limited English Proficiency (LEP) Plan, for the Gunnison Valley RTA has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall “on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Federal Executive Order No. 13166, issued in August 2000 by President Clinton, "Improving Access to Services for Persons with Limited English Proficiency," was created to "... improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)...." President Bush affirmed his commitment to Executive Order 13166 through a memorandum issued on October 25, 2001, by Assistant Attorney General for Civil Rights, Ralph F. Boyd, Jr. and Acting Assistant Attorney General, Loretta King directed a strengthening of enforcement of Title VI in a memorandum dated July 10, 2009.

As a sub-recipient of funds from the Federal Transit Administration (FTA), through the Colorado Department of Transportation (CDOT), this Limited English Proficiency (LEP) Plan for the Gunnison Valley RTA has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps we are currently taking to address these needs, and the steps we plan to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

II. LIMITED ENGLISH PROFICIENCY NEEDS OF AREA

The Four-Factor Analysis developed by the FTA requires that information be included in LEP Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency and importance of the contact we have, with LEP persons, in providing transit services. Each of these elements is addressed below.
Number and Percentage of LEP Persons in Our Area

Permanent Population

U.S. Census Data

The U.S. Census provides information to assist in estimating the number of limited English speakers in the permanent population. For small urban areas and rural counties, the best data available is from the U.S. Census American Community Survey 2007-2011. Table 1 presents information for Gunnison County on Language Spoken at Home by Ability to Speak English, based on that Survey.

TABLE 1 - Individuals Speaking English "Not Well" or "Not at All"

<table>
<thead>
<tr>
<th>Data Category</th>
<th>Gunnison County</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population (5 years old &amp; older)</td>
<td>14,495</td>
<td>100%</td>
</tr>
<tr>
<td>Populaton Speaking English</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;Not Well&quot; or &quot;Not at All&quot;</td>
<td>409</td>
<td>2.8%</td>
</tr>
<tr>
<td>Populaton Speaking English</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;Not Well&quot; or &quot;Not at All&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spanish</td>
<td>150</td>
<td>37%</td>
</tr>
<tr>
<td>Other Indo-European</td>
<td>57</td>
<td>14%</td>
</tr>
<tr>
<td>Asian and Pacific Islander</td>
<td>202</td>
<td>49%</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td>409</td>
<td>100%</td>
</tr>
</tbody>
</table>

Source: U.S. Census American Community Survey 2007-2011 estimates, population 5 years old and older, speaking another language in the home, who speak English "Not Well" or "Not at All."

As the table shows, there were very low numbers and percentages of persons in the permanent population of Gunnison County, in the years 2007 - 2011, who had difficulty speaking English; 409 individuals, less than 3% of all persons age 5 and over. Most of those with difficulty were Spanish or Asian and Pacific Islander language speakers in the valley who might use the RTA service to get to work but there were also some speakers of other Indo-European languages.
U.S. Census data indicates a very low need to respond to individuals in our service area who have difficulty with English. Those who do have difficulty are primarily Spanish or Asian and Pacific Islander language speakers but there is also a significant percentage of individuals speaking other Indo-European languages. Therefore, for this LEP Plan, additional local contacts were not made to clarify the need among the permanent population of our service area. However, we are committed to monitoring LEP needs among the permanent population over time.

Visitors

During the summer, 2016 and winter, 2017 surveys of our riders, it was noted that only 8% of our riders are not residents of Gunnison County. However, due to the fact that some of our riders are visitors to Crested Butte Mountain Resort there is a potential need for special services for LEP individuals from our visitor population. As a year round resort community, the Crested Butte/Mt. Crested Butte area, as well as Gunnison County as a whole, attracts individuals from all over the world. We are therefore sensitive to LEP needs among visitors to our area.

Summary

Given the resort nature of the Gunnison Valley RTA service area, the fact that many of the Spanish speakers work at the resort, and the large number of visitors we have, including those who potentially have Limited English Proficiency needs, we are committed to addressing those needs.

Nature, Frequency and Importance of LEP Contact

The nature and importance of LEP contact is high for public transit services in general, and in our service area, we are sensitive to those needs. We have daily contact with non-English speakers who are commuting to work. Therefore, strategies to address this need have been developed and will continually be reviewed, and improved where needed.

III. CURRENT LEP EFFORTS

Due to the resort nature of our service area, the potential numbers and percentages of LEP persons are significant. As a public transit provider we are committed to addressing the on-going need to service LEP individuals. Therefore, in recent years we have undertaken the following efforts. We ask our provider (Alpine Express at the time of the adoption of this plan) to make our schedules available in Spanish when requested to do so. We adopted an LEP Policy in May, 2010, adopted an LEP Plan in September, 2010 and revised and adopted this plan in May, 2015, and March, 2016.

IV. PLANS FOR THE FUTURE LEP EFFORTS
Given the current and potential future need to respond to individuals with Limited English proficiency our LEP Plan includes the elements identified below.

**Identifying LEP Persons Who Need Language Assistance**

In order to identify potential future LEP needs with respect to our transit service we will undertake the following:

- Review Census updates as they become available;
- Periodically review perceived LEP needs with our contracted provider and their drivers;
- Make periodic contacts with the Gunnison County Multicultural Center, and other community agencies that may know of LEP persons or groups.

**Language Assistance Measures**

As the need arises, we will consider the following to respond to LEP needs:

- Asking our provider to obtain copies of “I Speak Cards” to have on hand if needed;
- Develop Spanish versions of marketing materials, public notices, and related information, as appropriate;
- Asking our provider to consider hiring Spanish-speaking drivers;
- Ask our provider to obtain copies of CDOT’s “Basic Spanish for Transit Employees” and distribute to drivers and customer service staff, as appropriate;
- Become familiar with Language Line Services at [http://www.languageline.com](http://www.languageline.com);
- Make our schedules available in Spanish on our website;
- Identify other community resources such as agencies serving LEP persons which may have resources to share.

**Staff Training**

Similarly, as the need arises, we will consider requiring our provider to address the following staff training topics:

- Federal LEP requirements, your LEP Plan and Title VI;
- Documenting language assistance requests;
- Use of any of the language assistance measures as described above.

**Outreach Efforts**

Similarly, as the need arises, we well consider the following staff training topics:

- Identify agencies in our area that may serve LEP populations
- Provide information on your services to them, as appropriate
• Provide opportunities for LEP participation at public meetings, through advertising and conduct of meetings, as appropriate

**Monitoring and Updating Plan**

We will monitor and update this plan every 2-3 years, as needed. This will include:

• Reviewing our LEP Plan with our provider and make adjustments, as needed
• Pay particular attention to demographic changes in our area and to any LEP-related complaints we receive.

**Disseminating Our LEP Plan**

• Have copies of our plan available to give to agencies serving LEP populations in our area and or for individual requests;
• Post our plan on our website;
• This plan was adopted by the Board of Directors of the Gunnison Valley Transportation Authority at their May 4, 2018 regular meeting.
APPENDIX F
Public Participation Plan

Using existing demographic data to determine number of minority, low-income, and LEP populations within the RTA service area, the RTA shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in regards to proposed transportation decisions. RTA shall make every effort to include the following practices:

1) Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;

2) Provision of opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments;

3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;

4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and

5) Implementation of DOT’s policy guidance regarding RTA’s responsibilities to LEP persons.
Title VI Plan
Related to
Transportation Planning and Transportation Improvements

APPENDIX G

Policies and Procedures for the Use of
Gunnison Valley RTA Public Transportation

The following document is available on the official Gunnison Valley RTA website.

General Use Policies

1. General Policy. Public transportation vehicles and facilities are provided by the Gunnison Valley RTA (RTA) for the benefit of the Crested Butte/Mt. Crested Butte community, visitors, and the general public. All permissible use of public transportation vehicles and facilities shall be strictly limited to conduct consistency with the reasonable use and enjoyment of such services and for their safe and reliable operation.

2. Use of Gunnison Valley RTA Services.
   a. There are currently no fares for the use of RTA services, however the board may adopt fares from time to time.
   b. Use of RTA services is available on a first-come, first-served basis until capacity is reached. The buses cannot wait for incomplete boarding parties.
   c. Use of the RTA Transit System constitutes an acceptance of the terms of use.
   d. All users must wear shirts and shoes and display proper hygiene as to not be overtly offensive to other passengers.

3. Standing Passengers. All standing passengers (whether adults or children) must use the handrails or other stabilization devices provided on the vehicles in order to stabilize themselves while the vehicle is in operation.
Passengers are not permitted to stand forward of the Standee Line per federal regulations. Passengers stand at their own risk.

   a. Riders age eight (8) and younger must be under the supervision of a responsible adult at all times when using RTA services.
   b. Children must be removed from strollers while on the RTA.
   c. All children under the age of six (6) must be seated.
   d. Diapers may not be changed aboard a RTA Transit vehicle.

5. Strollers; Wagons.
   a. Only collapsible strollers, wagons and similar child transport devices are permitted on the RTA. Non-collapsible strollers, wagons, and similar child transport devices are not permitted on the RTA.
   b. All strollers, wagons, and similar child transport devices shall be carried on the RTA vehicle in their collapsed condition.

   a. On a seasonal basis, RTA vehicles are equipped to carry bicycles on a first-come, first-served basis until capacity is reached.
   b. Any rider traveling with a bicycle, skis, or snowboard must be able to load without assistance.
   c. Bicycles may not be brought on-board transit vehicles. If space is available, skis and snowboards may be brought on-board. Use of the provided bicycle rack is at the user’s own risk.

7. Carry-On Items.
   a. RTA vehicles do not have space specifically designed for storage, and anything other than carry-on baggage is not allowed on RTA vehicles.
   b. Riders may bring small packages and groceries on-board vehicles if space is available and if they maintain control of these items within their immediate seating area.
c. Any rider traveling with carry-on items must be able to board without assistance.

d. Carry-on items must not interfere with passenger safety or obstruct the aisles.

e. Portable music devices such as radios, iPods, etc. must not be played at a volume that would disrupt the safe operation of the transit vehicle or annoy other passengers. Transit riders are required to use headphones for their radios or IPods while on board a transit vehicle as a courtesy to your fellow passengers.

f. No food or beverages may be consumed aboard a RTA vehicle. Beverages should be transported in a spill proof container.

8. Hazardous Materials. Hazardous materials such as explosives, flammable liquids, firearms, or weapons (except as authorized by law) are prohibited on RTA vehicles. Mention of any such materials is considered to be threatening behavior and will not be tolerated. Any violation of this prohibition will result in immediate notification of the appropriate law enforcement officials.

9. Animals. All animals are prohibited from RTA, subject to the following limited exceptions:

a. Legitimate service animals under the control of a guest with a disability as permitted by the ADA.

b. Animals stored in an approved carrier under the control of a responsible guest.

c. Any rider traveling with an animal may be expelled if the animal’s behavior compromises the safe operation of RTA or otherwise poses a threat to the health, safety, and welfare of the public.

10. Smoking. Smoking is strictly prohibited while using RTA vehicle.

11. Loitering. Remaining on board a RTA vehicle without a destination, sleeping on-board a RTA vehicle, or loitering at a Public Transit Station or designated Bus Stop is not permitted.

12. Disruptive Behavior. Loud, obnoxious behavior or the use of foul language is not permitted aboard a RTA Transit Vehicle, at a designated public
bus stop, or at a Public Transit Station. Disruptive passengers may be denied RTA Services at the discretion of the Transit Operator.

13. **Flash Photography, Laser Pointers.** Taking flash photographs or the use of a laser pointer while on board a transit vehicle is extremely dangerous and not permitted.

14. **Alcohol; Illegal Drugs.**

   a. The consumption of alcohol is prohibited while using the RTA services.

   b. The possession of an open alcoholic beverage container is prohibited while using the RTA services.

   c. No person may ride the RTA services while he or she is visibly intoxicated and not in control of their own person.

   d. The possession, sale, or use of any illegal drug is prohibited while using RTA services.

14. **Commuter Bus System.** The Gunnison Valley RTA Transit System is a commuter bus public transportation system. We do not make stops at undesignated locations for passengers to board or disembark the bus. The RTA Transit System complies with all state and federal regulations for public transportation and is subject to Federal Transit Administration and Federal Motor Carrier Safety Regulations.

15. **Emergencies.** In the event of an unforeseen emergency, the Transit Operator shall provide passengers with specific directions for evacuation and/or other necessary actions. For your safety and that of our other passengers, you must comply with the directions provided. Transit Operators are licensed Commercial Drivers and are provided extensive training to meet federal regulations for safety.

16. **Compliance with Use Policies.** The RTA Transit System reserves the right to deny boarding or RTA services to any person not complying with the Use Policy and Procedures for the transit system. Refusal to comply with the directions of a Transit Operator or Transit Supervisor and/or the hindering of the movement of public transportation is punishable by Federal Law with up to 16 years in prison and up to $750,000 in fines. Other state and local laws may also apply. Persons not following the basic requirements for Use of the RTA Services will not be allowed to board or will be told they must disembark. The RTA Transit System will notify law enforcement officials of any misconduct involving RTA Services at its discretion.
17. **Non-Discrimination.** The Gunnison Valley RTA complies with Title VI of the Civil Rights Act of 1964. The level and quality of transportation service will be provided without regard to race, color, or national origin in accordance with Title VI. All RTA services are provided with equal access to all.

18. **Accessibility.** All RTA vehicles shall meet the standards of accessibility for persons with disabilities established by the Federal Transit Administration pursuant to the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336). Accessibility is provided along our commuter bus system at designated bus stops only.

**Notice**
Any person who believes he/she or any specific class of persons is subjected to discrimination prohibited by Title VI Civil Rights Act or the provisions of the Americans with Disabilities Act may by him/herself or by a representative file a written complaint with Gunnison Valley RTA and/or the Federal Transit Administration. All complaints will be promptly investigated.

To request additional information on the Gunnison Valley RTA nondiscrimination obligations or the Americans with Disabilities Act, contact:

Executive Director  
Gunnison Valley RTA  
407 Maroon Avenue  
P.O. Box 39  
Crested Butte, Colorado 81224

Information in languages other than English will be provided as needed and will be consistent with DOT LEP Guidance. Additionally, alternative formats, i.e. large print are available upon request.
APPENDIX H

Resolution Approving Plan
Rescinding of GVRTA Deviated Fixed Route Policy:

Since the service we run by definition is a “Commuter Bus” service, we are not required to provide complementary ADA Paratransit Service. We adopted the policy below in 2011 in order to meet the needs of our disabled passengers. After review, we found that a “Deviated Fixed Route” is required to deviate for anyone who requests a deviation and is not limited to ADA eligible customers. Therefore, the staff recommends that we formally rescind the policy. We will continue to take care of our ADA eligible customers by having them contact Alpine Express to request a modification of service.

The Policy is as follows:

**Gunnison Valley RTA - Deviated Fixed Route Policy**

The RTA will provide service to all ADA eligible passengers during the regular operating hours and seasons by providing a deviated fixed route. Deviated fixed-route service means that the RTA shall deviate off of the regular route described up to ¾ of a mile to pick up or drop off an ADA eligible client if requested to do during the day prior to the requested service. Deviations are allowed only within the boundaries of the City of Gunnison. RTA vehicles will not leave publicly designated roadways.

To schedule a deviation, please call Alpine Express at 970-641-4111 at least 24 hours in advance.
Strategic Priorities

1. **Collaborative Public-Private Partnership**
2. **Ensuring Stable and Sustainable Funding**
3. **Air Service Results for the Valley**
4. **Valley Marketing**
5. **Community Engagement**

**Strategic Priority #1: Creating a Collaborative Public-Private Partnership**

The Gunnison Valley’s economy significantly relies on air travelers—including visitors, students, local residents and second homeowners—who rely upon year-around air travel opportunities. Easily half of the jobs in the Valley depend on tourism. Increased visitors to the Valley through the Gunnison Airport benefit the entire Valley – we are one economy.

Valley-wide leadership from CBMR, the RTA, Gunnison Airport, WSCU, and the Tourism Association has united in common purpose to create a synergistic Public Private Partnership focused on excellence and reliability in air service for the Valley. This collaborative Partnership will pool resources and speak with one voice to strengthen air service to the Valley. The following goals will define this collaborative Partnership:

**Strategic Result #1: Affiliation**

The proposed Public Private Partnership will be a legal entity of the Gunnison Valley Transportation Authority (RTA) and will be known as the AC, the Air Command. The AC by-laws will be agreed to by founding members and approved by RTA board. – Accomplished.

**Strategic Result #2: AC Voting Membership**

The AC will be comprised of the following members:
- 2 voting members – Gunnison Valley Transportation Authority (RTA) Chair and Appointed Board Member
- 2 voting members – Representatives from Crested Butte Mountain Resort (CBMR)
• 1 voting member – Tourism Association (TA) Executive Director
• 1 voting member – Gunnison Airport (GUC) Manager
• 1 non-voting member – RTA Executive Director
• 1 non-voting member – Appointed by WSCU.

The AC will consider asking an interested community member to act as a non-voting facilitator/chair. – Accomplished.

**Strategic Result #3: Decision Making Authority**
AC by-laws will stipulate that only member organizations are authorized to make decisions. Should a member be unable to attend a meeting, then he/she may designate another representative from that same organization to attend the meeting. Designated representatives must be empowered to both make decisions and commit financial resources on behalf of the member organization. – Accomplished.

**Strategic Result #4: Public and Private Funds**
AC by-laws will stipulate that the Public-Private Partnership shall be legally eligible to receive both public and private funds. – Accomplished.

**Strategic Result #5: Authority to Negotiate**
Coordinated negotiations with airlines, under the auspices of the AC, are critical to promoting and improving air service in the Valley. Negotiations with airlines will, in all cases, be conducted by one or more AC members, with consultation and assistance provided by air consultants, as needed. – Accomplished and ongoing.

**Strategic Result #6: Information Sharing**
In a business environment that is as prone to rapid change as the airline industry, and as highly competitive as resort markets, information is currency. All information related to air service, including marketing trends and data, that is provided to or that becomes available to any partner will be shared with all partners. All members are committed to creating open and honest dialogue, and to respecting any and all proprietary information. – Accomplished and ongoing.

**Strategic Result #7: Air Service Strategic Plan Updates**
This Air Service Strategic Plan will be updated twice annually in March or April and October. Updated Air Service Strategic Plans may include additional targets and metrics.
**Strategic Priority #2: Ensuring Stable and Sustainable Funding**

The AC partners’ approach to funding will be characterized as accountable, flexible and sustainable. The AC partners are pooling funds and together are strategically directing resources to maximize the impact and minimize the expense of airline guarantees and incentives for flights into and out of the Gunnison Airport.

The AC must have the flexibility to act quickly to anticipate and respond to changes in the market, and particularly, to changes in the airline industry and to decisions that impact GUC made by individual carriers. Decisions will be informed by the most up-to-date data and analysis available.

AC’s funding strategies leverage increased resources to marketing the Valley. The following results implement the Partnership’s funding strategies:

- **Strategic Result #1: Strategic Plan and Budget Approval**
  By May, 2016 the RTA Board will approve the ongoing Air Service Strategic Plan and the Budget for the Partnership. The AC will be a sub-fund of the RTA. – Accomplished.

- **Strategic Result #2: Fund Balances**
  The AC will establish a minimum fund balance of 30% annual contracted Minimum Revenue Guarantees (MRG’s), and provide the ability to spend down, creating both security and flexibility. – Accomplished and ongoing.

- **Strategic Result #3: MRG Funds**
  30% - 50% of the MRG cap will be spent each year. CBMR is committed to investing previous MRG funds in additional marketing for air service and the Valley.

- **Strategic Result #4: Marketing Funds Growth**
  Marketing and sales funding will keep pace with air service growth. CBMR will provide $250,000 of their additional marketing funds to the TA annually.

- **Strategic Result #5: Airline Incentives**
  By August, 2016 Gunnison County Airport will have a policy approved by the Board of County Commissioners (BoCC) authorizing airline incentives that will be used in negotiations with airlines. – Accomplished.
Strategic Priority #3: Achieving Air Service Results for the Valley

Long term, reliable, sustainable air service through the Gunnison Airport is and will continue to be the priority. The following Strategic Results will create a flexible, long-term and sustainable Air Service Strategic Plan that will fuel our local economy and set an aggressive, competitive market position for the Valley:

- **Strategic Result #1: Economic Impact of the Airport to the Valley**
  By 2020, Gunnison Valley will experience a 40% increased economic impact over the 2013 level, as evidenced by:
  - 45,000 enplanements
  - Increased corporate and general aviation activity
  - Increased load factor across the board

- **Strategic Result #2: Load Factors**
  By the Winter season, 2017-18, a 75% load factor on existing air service will be achieved. Once this level of 75% load factor is achieved, the AC will focus on expanding flights.

- **Strategic Result #3: Skier Days**
  By winter 2020-21, CBMR will achieve a level of 500,000 or more skier days per year, which represents a 25% increase over the 2015-16 winter level. This increased level of skier days creates significant positive economic impacts for the Valley’s economy.

- **Strategic Result #4: Additional Hub Service in Summer season**
  By Summer 2019-2020, Gunnison Valley will consider expanded air service by flying to an additional Hub airport in the summer season, which will increase connectivity and our reach into other visitor markets.

- **Strategic Result #5: Expanded West Coast or Southwest Hub Service**
  By the 2018-192019-20 ski season, Gunnison Valley will be able to experience expanded air service to a west coast or southwest hub on a legacy carrier that links GUC to west coast markets.

- **Strategic Result #6: Air Service Leakage**
  By June, 2019, GUC and Valley residents and visitors will experience 69% or less leakage to other airports, accomplished through increased air service connectivity for originating passengers.

- **Strategic Result #7: Connectivity for Business Travelers**
  By June, 2018, Gunnison Valley business travelers will experience improved air service connectivity year-round. This result will help the Valley establish an environment that is conducive to location-neutral businesses, which can
further strengthen our economy. – **Year-round service is accomplished and connectivity is ongoing.**

**Strategic Result #8: General Aviation at GUC**
AC will have a strong partnership established with the GUC Airport/Fixed Base Operator (FBO) and Gunnison County to attract more General Aviation customers and generate additional revenue, as evidenced by the following:

- By October, 2019, General Aviation and commercial airline customers will be able to rely on the services of a qualified airline mechanic located at GUC, on duty year around.
- By October, 2019, General Aviation customers will be able to experience improved lounge and ramp services, to include access to courtesy cars. – Lounge is accomplished.

**Strategic Priority #4: Focused Valley Marketing and Sales**

The Tourism Association (TA) and CBMR have developed a strong marketing partnership that will be further strengthened by the AC Public Private Partnership. Under the auspices of the AC, the TA and CBMR will continue to develop and implement cooperative marketing plans, which will be fully integrated where appropriate.

Further, dollars previously dedicated by CBMR to fund flight guarantees (MRG’s) will now be invested in marketing, significantly increasing the resources dedicated to promoting our Valley. Marketing strategies will be closely aligned to the Air Service Strategic Plan and the Valley’s Brand, and will be focused on the following results:

- **Strategic Result #1: Direction of MRG Funds to Marketing**
  CBMR is committed to investing previous MRG funds in additional marketing for air service and the Valley.

- **Strategic Result #2: Marketing Coordination**
  Marketing and sales plans by the Tourism Association, CBMR and other AC members will be developed and executed in a coordinated manner, and where appropriate, will be integrated with other AC efforts.

  This will include website designs and updates, social media campaigns, and other marketing strategies, and where possible, will focus on air service and
targeted routes included in the Air Service Strategic Plan. – Accomplished and ongoing.

**Strategic Result #3: Leveraging Airline Marketing**
Investments in marketing and sales will, where appropriate, build upon and leverage airlines’ booking sites and social media; these strategies will be executed in a manner that bolsters our partnerships with airlines.

**Strategic Result #4: Buy-Down Strategy**
The AC will implement buy-downs using a jointly developed calendar-based strategy. – Accomplished and ongoing.

**Strategic Result #5: Increased Enplanements**
To reach the Air Service Strategic Result of 45,000 enplanements by 2020, the AC will consider special events, targeted weekends, charters, boutique airlines, fractional jets, and other air service strategies when developing marketing and sales plans.

**Strategic Result #6: Marketing the Valley’s Brand**
The AC will work with the TA and Chambers to develop and strengthen a common understanding of the Valley’s ‘Brand’, and to align marketing strategies to that Brand.

The following characterizes the Valley’s ‘Brand’:
- Good Vibe, It Just ‘Feels’ Good
- Authentic and Genuine
- Real Place/Real People
- Inviting to Families
- Extreme Experiences (The ‘Wow’ Factor)

**Strategic Result #7: Marketing the Airport to Outbound Travellers**
The RTA, TA and the Airport will annually develop a marketing program to encourage outbound travellers to Think Gunnison Airport First.

**Strategic Priority #5: Community Engagement**
The entire Gunnison Valley community benefits from visitors who fly into the Gunnison Airport. For both visitors and residents, reliable air service for business and personal travel is critical. The issues and dynamics of air service into the Valley, the financing of air service, the realities of a rapidly changing airline industry, and the economic implications for all Valley businesses and residents are not easily understood.
The AC very much wants the entire community engaged with air service and to understand the full impact it has on our community and economy. In particular, local businesses, government entities, non-profits, and other community entities directly benefit from air service and are invited, along with the entire community, to participate in its success in the following ways:

**Strategic Result #1: Public Relations Plan**
By October 1, 2017, the Air Command will create a Public Relations Plan. The Public Relations Plan will be aligned to relevant AC Strategic Results, and will include action plans, responsible parties, and measurable milestones and metrics. – Accomplished and ongoing.

**Strategic Result #2: Local Businesses as Ambassadors for Air Service**
By Spring, 20182019, 6090% of hospitality related businesses will understand and be able to communicate regarding the importance and functionality of the air program in a manner that is consistent with Air Command messaging. Non-Hospitality related businesses, including realtors, will also be communicated to as a result of these efforts. In their Public Relations Plan, the Air Command will include strategies for engaging local hospitality related businesses and ensuring consistent messaging and commitment to Air Service goals.

**Strategic Result #3: Net Promoter Score**
The TA will regularly report a Net Promoter score for the Valley – Accomplished and ongoing.
Proposal

ENGINEERING SERVICES

Bus Pullouts at Intersection of CO Hwy 135 and Ohio Creek Rd

April 23, 2018
April 23, 2018

Gunnison Valley Transportation Authority
Crested Butte Town Hall
P.O. Box 39 / 507 Maroon Avenue
Crested Butte, CO 81224
Attn: Mr. Anthony Poponi / Email: apoponi@gunnisonvalleyrta.org

RE: Request for Proposal – Engineering Services for Bus Pullouts at Intersection of CO Hwy 135 & Ohio Creek Road

Dear Mr. Poponi and Selection Committee:

SGM is pleased to provide you this proposal for the design of new bus pullouts at the intersection of Highway 135 and Ohio Creek Rd. Our proposal will introduce you to our team and present some of our past experience on projects for transit organizations with similar elements as this project.

With our office in Gunnison, SGM has a local presence and a passion for providing responsive service to all the different clients we have worked for in the area. Two of our employees in the Gunnison office ride the bus between Gunnison and Crested Butte on a regular basis, so they know the logistics that the route drivers and users face along the Highway 135 corridor. SGM recently completed a survey and design project for Gunnison County for the Riverwalk Trail, which terminates at the 135/Ohio Creek Road intersection, so we are familiar with the survey control system in the area.

Our designated project manager, Ron Nies PE and our lead engineer, Anthony Alfini, have just completed Preliminary Design for a bus pullout and shelter for the Town of Vail. The Vail project has many similarities and characteristics to the GVTA project including CDOT coordination (the pullouts are on the I-70 frontage road), pedestrian facilities, and shelter pad design.

SGM is also quite familiar with the CDOT Utility permit process. Our experience with CDOT projects has been a very positive one. However, a critical issue for any project requiring CDOT permits is scheduling of the work in order to obtain all clearances and permits within the design schedule. We understand that the early planning and action items, such as utility locating and surveying will be important in advancing the overall project towards an October 31st opening.

SGM is a multidisciplinary firm that can provide the survey, pullout design, CDOT coordination, and permitting needed to produce construction bid documents to CDOT criteria. The only work not completed by SGM for this project will be the utility locating and marking. SGM has the resources available to take on any scope expansion that you may need, and will also provide all the needed post-design services.

Following you will find our project specific approach to meeting the requirements outlined in the RFP. Please contact me at 719.626.6105 or ronn@sgm-inc.com with any questions about this proposal. I look forward to the opportunity to work with you on this project.

Sincerely,

SGM

Dan Cokley PE, PTOE
Principal-in-Charge

Ron Nies, PE
Project Manager
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Experience and Qualifications

Meet the SGM Team

The team structure for this project reflects the importance SGM places on making sure the Gunnison Valley Transportation Authority (GVTA) has a well-qualified and experienced team to deliver a successful project. Team members were chosen on the strength of their technical engineering design skills, experience on similar successful projects, and their familiarity with the Gunnison area. Our nine-person Gunnison office is located at 103 W Tomichi Ave # A which is approximately 3.5 miles from the project site.

The SGM project team will be led by Ron Nies, PE. Ron is a Senior Project Manager who has specialized in the successful delivery of all types of transportation projects. Ron’s focus is being responsive to the needs of the client and project stakeholders to deliver a project that meets all the defined goals with innovative and cost saving solutions.

All work will be performed by SGM staff, except for utility locating and marking. All staff have availability for this project and any additional work GVTA may add, and will be committed for the duration of the project. Brief bio-sketches follow the organizational chart below- full resumes are available upon request.
Ron Nies, PE

Project Role: Project Manager, Transportation and Traffic Engineer
Experience: 28 years
Prof. License: CO PE: 30294
Location: Salida
Telephone: 719.626.6105

Ron will serve as the Project Manager, and Transportation and Traffic Engineer. Ron has 28 years of experience in transportation projects, specializing in roadway and interchange design. Additionally, Ron provides project management, design coordination, and quality control of a wide range of projects, from large highway and interchange design projects to urban intersection improvements. Ron has extensive experience in all phases of design and is well acquainted with design standards ranging from AASHTO to the Colorado Department of Transportation (CDOT) to local municipalities, as well as design/build. Ron has 30% availability for this project.

Dan Cokley, PE, PTOE

Project Role: Principal-in-Charge (PIC)
Professional Experience: 28 years
Prof. License: CO PE 29799
Office Location: Glenwood Springs
Telephone: 970.379.3378

Dan is SGM’s Sector Leader for the Civil Services Team, and he will serve as the Principal-in-Charge for this project. Dan has 28 years of experience finding unique solutions to the challenges of design and construction in Western Colorado. He has served as project manager/engineer for over 25 municipal roadway and trail projects for public sector clients including the communities of Mesa County, New Castle, Glenwood Springs, Snowmass Village, and Vail, as well as Garfield, Eagle, and Pitkin Counties. Dan is one of few engineers on the Western Slope to have the dual registration of Professional Engineer and Professional Traffic Operations Engineer. Dan has 5% availability for this project.

Jerry Burgess, PE

Project Role: Quality Assurance/Quality Control (QA/QC) Manager
Professional Experience: 25 years
Prof. License: CO PE 38250
Office Location: Gunnison
Telephone: 970.641.5355

Jerry will serve as the Quality Assurance/Quality Control Manager for this project. Jerry provides 25 years of experience with infrastructure design and rehabilitation for municipal, residential, national parks and a wide variety of private sector clients. Jerry’s experience, coupled with his technical skills, will ensure projects are well supported. Since taking over management of SGM’s Gunnison office, his focus has been on western Colorado small communities, where he has set a high standard for creative problem solving, quality design, and innovative project solutions. Jerry has a strong working relationship in delivering successful design and construction projects for clients such as Trinidad, Ouray, Salida, the Town of Mt Crested Butte, Crested Butte Mountain Resort, Monarch Mountain Ski Area, Gunnison County, and other local governments. Jerry has 5% availability for this project.
Anthony Alfini, EI, CFM

**Project Role:** Design Engineer  
**Professional Experience:** 5 years  
**Prof. License:** CO EIT  
**Office Location:** Glenwood Springs  
**Telephone:** 970.384.9080

Anthony will serve as the **Design Engineer** for this project.  
Since beginning work at SGM in 2014, Anthony has obtained his Certified Floodplain Manager (CFM) and has been the sole designer for the recent $2 million Lake County Paving project which includes over 2 miles of road and street reconstruction consisting of removal and replacement of ½ mile of curb, gutter and sidewalk to conform to ADA standards. Several driveway and side street intersections complicated the design process. Anthony has also worked on Garfield County road and bridge projects including the Harvey Gap Emergency Road repairs project. *Anthony has 20% availability for this project.*

Shannon Kaminsky

**Project Role:** CAD Designer  
**Years of Experience:** 27  
**Prof. License:** N/A  
**Location:** Gunnison  
**Telephone:** 970.641.5355

Shannon is professional senior **CAD Designer**. She brings over 25 years of experience working in the private sector, and will support the PM and lead engineer with plan production for this project. Shannon fully understands the relationship between the engineer’s design concept and the site conditions, eliminating unnecessary expense for clients as well as building a better product for the end-user. Her extensive project experience includes subdivision development, state/county/municipal roadway and utility infrastructures, site development, AutoCAD and GIS mapping. *Shannon has 30% availability for this project.*

Erik Bjornstad, LSI

**Project Role:** Survey  
**Years of Experience:** 12  
**Prof License:** LSI 60445 / FAA Certified sUAS Pilot  
**Location:** Gunnison  
**Telephone:** 970.641.5355

Erik has been with SGM for 12 years providing **surveying services** from the Gunnison office. Erik has extensive experience in a variety of survey work, including construction layout, topographic/existing conditions mapping, ALTA surveys, boundary surveys, and floodplain and wetland surveys. In addition to field skills, he has extensive AutoCAD® knowledge that he extends to both the survey and engineering departments. Erik’s degree in environmental studies has made him acutely aware of state and local issues and helped him to develop relationships with local officials as well as community members. *Erik has 30% availability for this project.*
Company Background and Overview

SGM, a civil engineering, consulting, and surveying firm, was founded in 1986. For over 30 years, SGM employees have lived and raised families in the Western Slope communities they have helped build. SGM’s services are delivered with unparalleled authenticity and pride with attention to quality and detail. Because of SGM’s commitment to quality service and long-term client relationships, SGM has grown from less than 10 to 100+ employees – the largest full-service engineering, consulting, and surveying firm in Western Colorado. In addition to our office in Gunnison and headquarters in Glenwood Springs, SGM also has offices in Salida, Grand Junction, Meeker, Durango, and Aspen to provide local and timely service to our clients.

As we’ve grown, we have become more diversified – SGM has expertise in the following areas relevant to this project:

- Municipal Public Works including Streets, Trails, Parks, Highways and Bridges
- Transit facility design and Traffic Engineering (PTOE on staff)
- Structural and Architectural Engineering
- Municipal Stormwater and Drainage
- Water Resource Engineering & Planning including Hydrology and Hydraulics
- GIS Mapping
- Environmental Consulting
- Floodplain Management
- Land Surveying including Drone Data Acquisition and Imagery
- Construction Inspection and Administration

SGM has been serving as a partner with municipal, county, and transit clients for decades. Our ability to maintain strong client relationships over such extended time periods demonstrates the success of an approach based on listening, building trusted relationships, maintaining integrity, upholding the client’s and community’s interests at all times, and providing real value.

SGM is rooted in western Colorado – we understand the nuances of engineering and construction in mountain communities.

SGM is currently recognized by the Colorado Department of Transportation (CDOT) as a “Pre-Qualified Consultant” in the following disciplines through January 31, 2019.

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<tr>
<th>Discipline</th>
<th>Description</th>
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<tr>
<td>SE</td>
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<td>ME</td>
<td>Mechanical Engineering</td>
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<td>Bridge Inspection</td>
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<tr>
<td>BR</td>
<td>Bridge Design</td>
</tr>
<tr>
<td>CE</td>
<td>Civil Engineering</td>
</tr>
<tr>
<td>EE</td>
<td>Electrical Engineering</td>
</tr>
<tr>
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<td>Highways and Street Design</td>
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<tr>
<td>HY</td>
<td>Hydraulics</td>
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<td>MA</td>
<td>Engineering Management (Contract Admin)</td>
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<td>MC</td>
<td>Engineering Management (Construction)</td>
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<td>SA</td>
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<td>SU</td>
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<td>TP</td>
<td>Transportation Engineering</td>
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<tr>
<td>TR</td>
<td>Traffic Engineering</td>
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Project Understanding

The goal of this project is to design two new bus pullouts and bus shelters southwest of the Highway 135 and Ohio Creek Road intersection north of Gunnison. This stop will be a new stop on the GVTA Gunnison to Crested Butte route. Currently, there is no bus stop at this location. The dimensions for the bus pullouts and auxiliary features are given in the RFP, and SGM has looked at one potential location for the pullouts.

The critical issues in determining the best location for the bus pullouts are:

- Ease of access for riders
- Sight distances for buses using the pullout and for other vehicles on Highway 135 or Ohio Creek Road
- Fit of bus pullout and features within the Highway 135 Right-of-Way and with adjacent properties with consideration for a potential, future Park and Ride on the property between Highway 135 and road 48E. The parcel between Highway 135 and road 48E is owned by Gunnison County. Property south and east of the intersection is privately owned
- Impacts to existing utilities

Approach

This project will be designed in three phases: project development, preliminary design, and final design. Following design, SGM will assist GVTA with the bidding and selection processes and provide construction management services. Our understanding of the scope of work for each phase is given in the sections below.

Phase 1: Project Development

The purpose of the project development phase is to gather all existing data, have initial coordination with stakeholders and complete all necessary field work. Tasks in this phase include:

- Kickoff meeting and site visit with the GVTA, CDOT, and Gunnison County to get input, review the site, and set an initial location for each pullout
- Data Collection - obtain any existing utility and geotechnical information for the project area
- Topographic field survey of the site. SGM has known project control points at the site from survey work done on the Riverwalk Project for Gunnison County
- Incorporate other survey files if necessary into project base map
- Cut plan sheets for each pullout
- Conceptual design of each pullout and a review by GVTA and CDOT to confirm selected location is the best for meeting project goals. SGM will use AutoTurn software to check the vehicle paths of buses used by GVTA. Currently, two bus types have been used on this route, as shown in the photos below
Phase 2: Preliminary Design
The purpose of the Preliminary Design phase is to define all major design elements to a minimum level so constructability and overall performance of the design can be determined, and to compile reasonable quantities and cost items for a preliminary construction cost estimate. Tasks in the phase include:

- Pullout, pedestrian area and shelter pad design
- Drainage design as needed. Look at how the existing pavement drains and add any grading or drainage features needed to maintain the existing flow pattern around the pullouts
- Slope grading beyond the pullout
- Pullout pavement design (assumed to be concrete) and bus shelter concrete slab design, based on shelter type/size provided by GVTA
- Signing and striping plan
- Plan production. Preliminary plan set to include at a minimum: title sheet, note sheet, typical sections (if needed), overall site plan, grading and drainage plan, pavement marking and sign plan, erosion control plan, and shelter location plan
- Quantities and cost estimate and outline specifications
- Preliminary design submittal and review meeting
- Revisions based on the GVTA review

Phase 3: Final Design
The purpose of the Final Design phase is to add design details and to make the plans ready for use during construction. Preliminary quantities and cost estimates will be refined and updated. Tasks in the phase include

- Pullout and drainage details, as needed
- Construction traffic control
- Final plan production
- Specifications using CDOT Standard Specifications for Road and Bridge Design template
- Final Quantities and construction cost estimates
- Submittal, review meeting, and revisions
- Provide documents for Special Use/Utility Permit (SUP) application and submittal to CDOT and building permit for shelter through Gunnison County
- Final deliverables (construction documents) will include plans, specifications, SUP, and estimate

Post Design Services
SGM will provide the post-design services listed in the RFP. SGM’s involvement will be begin with the advertisement of the project for construction through final walk through and acceptance. SGM will attend the Pre-Bid and Pre-Construction meetings, and will provide occasional project observation during construction. Our fee estimate for construction observation is set at 16 hours for an approximate construction duration of 8 weeks. Additional observation time can be negotiated to meet the needs of GVTA and the project.

Exclusions
The following items are specifically not included in SGM’s proposed scope and fee. Any of these items, if deemed necessary can be added to the scope of work. SGM can provide all the excluded services except for Geotechnical engineering which would require a subconsultant:
Gunnison Valley Transportation Authority
Professional Engineering Services - Bus Pullouts at Intersection of CO Hwy 135 & Ohio Creek Rd.

- Lighting design
- Geotechnical engineering
- Environmental documentation
- Landscaping design and design of bus shelter (concrete slab design only as part of SGM’s scope)
- No utility potholing or relocations are expected for this work
- Right-of-way plans or title commitments- title commitments if needed can be provided at the cost of $350 each

Relevant Experience and References

The following successfully completed projects are representative of SGM’s experience on engineering projects having similar components or requirements to the GVTA Bus Pullouts project. Most of our past transit facility work has been for Roaring Fork Transit Authority (RFTA) in and around Glenwood Springs.

RFTA Bus Rapid Transit (BRT) – Traffic Counts and Access Permitting

Project Description: RFTA developed a new BRT route operating along the Highway 82 corridor from Glenwood Springs to Aspen. SGM, as part of the Program Management Team, assisted in the oversight of implementation of the entire system by providing survey, procurement oversight, design review, and construction management to RFTA.

SGM provided traffic counts and access permitting for five of the stations along the BRT corridor, and submitted Level II and III traffic impact studies to CDOT Region 3 to gain approval for access improvements along the highway. Traffic studies included trip generation analyses, turn lane analyses, and traffic signal operational analyses.

Location: RFTA Station locations along the State Highway 82 corridor from Glenwood Springs to Aspen

Client: Roaring Fork Transportation Authority, Mike Hermes – RFTA BRT Project Manager, 970.384.4973, mhermes@rfta.com

Dates / Service / Cost: 2009 with construction thru 2012-2013 / Construction Dollar Value: Total value of all BRT components $46.4 Million and Construction Components approximately $18.0 Million
West Glenwood Springs RFTA Park and Ride Expansion

**Project Description:** This expansion project included the site development of a 5-acre lot into a 51-space parking lot approved and permitted through CDOT and the City of Glenwood Springs. SGM provided all civil infrastructure design aspects, including a circulatory road and a section of pedestrian trail on the Midland Avenue side of the project. SGM also performed retaining wall design, CAD Design, a bus turnaround, parking, storm drainage and water quality, water/sewer main relocations, and all utility connections. Additionally, SGM performed all necessary drainage mitigation associated with the park and ride and proposed expansion of the upstream RFTA property.

**Location:** Glenwood Springs, CO  
**Client:** Roaring Fork Transportation Authority, Nicholas A. Senn, Senior Project Manager, 970.384.4862, nsenn@rfta.com / Ben Ludlow, Construction Manager for RFTA, 970.384.4858, bludlow@rfta.com / Terri Partch, PE, City Engineer (Reviewing Engineer), City of Glenwood Springs, 970.384.6413, terri.partch@cogs.com

**Dates / Service / Cost:** Design 2014 – 2015, Construction 2016 / Design Dollar Value: $90,700 / Total design fees with subs: $174,000 / Construction Dollar Value: $900,000

RFTA SH 133 and Park-N-Ride Intersection Improvements

After RFTA constructed Design/Build Park-N-Rides in Glenwood Springs and Carbondale in 2007, the connections to the streets systems had to be completed to make them functional. The Carbondale Park-N-Ride off of SH 133 required SGM to assume the Engineer of Record role for RFTA in the CDOT ROW and then oversee the bidding process and construction of the SH 133 acceleration and deceleration lanes, trail connections, drainage improvements and traffic signal to the new site. Existing utilities posed substantial challenges to the signal poles installation because of the restricted ROW and unforeseen conflicts. SGM field staff quickly resolved issues with utility companies and the Town of Carbondale which allowed the project to finish on time and within the RFTA budget.

**Location:** Carbondale, CO  
**Client:** Roaring Fork Transportation Authority, Mike Hermes, RFTA BRT Project Manager, 970.384.4973, mhermes@rfta.com

**Dates / Service / Cost:** Completed in 2007 / Construction Dollar Value: $700,000
Town Entrance Pedestrian Upgrades & Lighting Master Plan – Snowmass Village, CO

SGM has led the analysis, design, and design review efforts for a major pedestrian intersection at Town Park and the main Town Entrance corridor in the Town of Snowmass Village. Improvements included redesign of the pedestrian crossing at the Town Park (Rodeo Lot), bus stops and lighting master plan for the Town entrance to Town Park corridor. This project included the design of the RRFB crosswalk beacons, signage, new bus lane configurations, and new LED street lighting in the corridor. Street lights were designed for individual wireless smart controls and holiday lighting.

Location: Snowmass Village, CO
Client: Town of Snowmass Village, Ann Martens, Public Works Director, 970.923.5110

Town of Vail - S. Frontage Road Lionshead Bus Pullout- Preliminary Design

SGM completed preliminary design for the reconstruction of an existing bus pullout located near the Lionshead parking structure on the I-70 South Frontage Road in Vail, Colorado. Scope of work included location alternatives analysis, conducting a traffic study to determine potential delay for buses entering and exiting the pullout, creating pullout geometry that accommodated the current Town bus, and preliminary design. Preliminary design elements included new concrete pavement, sidewalk, curb ramps, passenger loading area, bus shelter pad, and ancillary features like retaining/boulder walls and grading for extensive new landscaping. SGM also provided the surveying for this project site.

Location: Vail, CO
Client: Town of Vail, Tom Kassmel, Town Engineer, 970.479.2235 tkassmel@vailgov.com
### Schedule

SGM proposes the following schedule milestones, to complete the construction of this project before October 31, 2018.

<table>
<thead>
<tr>
<th>Task</th>
<th>Timeframe</th>
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<tr>
<td>NTP and Kickoff Meeting</td>
<td>May 11, 2018</td>
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<tr>
<td>Utility Locating and Marking</td>
<td>May 14-18</td>
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<tr>
<td>Topographic Survey and Base File</td>
<td>May 21-25</td>
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<td>Conceptual Location Layouts and Approvals</td>
<td>May 29-June 8</td>
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<tr>
<td>Preliminary Design of Preferred Location</td>
<td>June 11-June 29</td>
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<td>Review Period and Review Meeting</td>
<td>July 2-July 11</td>
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<td>Final Design</td>
<td>July 12-July 25</td>
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<td>Final Review</td>
<td>July 26-July 31</td>
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<td>Submittal of For Construction Documents</td>
<td>Aug 6-Aug 17</td>
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<td>Advertise for Bids</td>
<td>Aug 6-Aug 17</td>
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<td>Bid Opening</td>
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<td>Selection and Negotiations with Contractor</td>
<td>Aug 21-Sept 5</td>
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<tr>
<td>Start of Construction</td>
<td>Sept 6</td>
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<td>Substantial Completion</td>
<td>Oct 19</td>
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<td>Open for Operations</td>
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# SGM Hours and Labor Charges

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<td>Dan Cokley</td>
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Subtotals 396 $ 47,940.00

TOTAL LABOR $ 47,940.00
OTHER DIRECT COSTS $ -
SGM TOTAL COSTS $ 47,940.00

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Subtotals $1,000.00 $ -

TOTAL LABOR $ 1,000.00
OTHER DIRECT COSTS $ -
OUTSIDE TOTAL COSTS $ 1,000.00

TOTAL PROJECT COSTS $ 48,940.00

<table>
<thead>
<tr>
<th>Phase</th>
<th>SGM Hours</th>
<th>Total Cost</th>
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<tr>
<td>1.0 Project Development</td>
<td>64</td>
<td>$ 8,870</td>
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<td>2.0 Preliminary Design</td>
<td>118</td>
<td>$ 13,190</td>
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<td>3.0 Final Design</td>
<td>132</td>
<td>$ 15,370</td>
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<td>4.0 Bid Phase</td>
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<td>$ 3,960</td>
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<td>5.0 Construction Phase</td>
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<td>$ 7,550</td>
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<tr>
<td>Other Direct Costs- mileage and printing</td>
<td>0</td>
<td>-</td>
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</tbody>
</table>

PROJECT TOTALS 396 $ 48,940
We provide innovative, practical solutions to make our clients successful while ensuring the health, safety and welfare of our neighbors. We develop and maintain lasting client relationships and are committed to our local communities.

GUNNISON
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
970.641.5358 fax
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GUNNISON AND THE GUNNISON VALLEY TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into this ___ day of March, 2018, by and between Gunnison Valley Transportation Authority ("RTA"), a political subdivision of the State of Colorado, and the City of Gunnison, a Colorado home-rule municipality.

Recitals:

1. RTA currently has nine (9) bus stops for RTA service located within the City and within the City right-of-way.

2. RTA contracts with AEX, Inc., d/b/a Alpine Express, to operate the RTA bus service.

3. Shelter structures currently exist at the three of the bus stops, but who built them is unknown.

4. There is currently no formal agreement between the RTA and City as to maintenance of the bus stops, shelters, or for liability for the same.

5. The parties to this Agreement wish to clarify cleaning, maintenance and repair responsibility for the bus stops.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The City will remove trash from and maintain the trash cans at each of the stops.

2. The RTA will pay for maintenance of the shelters.

3. The RTA will pay to have the shelters and stops cleaned and inspected weekly, other than the trash cans.

4. The RTA will pay to have snow removed from the bus stops (but not the surrounding sidewalks) so that the ADA lifts on the buses can be deployed.

5. The RTA will pay for the installation of any new shelters. However:

   - The RTA will not be required to install shelters at any particular stop; and
   - The RTA will get City permission and a building permit before doing so.

6. The City may move shelters at the City’s expense if the current location is in the way of another City project.
7. The RTA may remove structures at the RTA’s expense if they are deemed to be a hazard or if they are to be replaced.

8. The RTA may abandon bus stops in the future. If a stop is abandoned, the City shall instruct the RTA, in the City’s sole discretion, either to remove the improvements at that stop at the RTA’s sole expense, or to leave the improvements in place, in which case the improvements shall revert to the City, unless the RTA determines to move a structure to another location, at its expense.

9. RTA and Alpine Express (and/or its Designated Service Provider) will execute a license agreement with the City, which agreement will license the RTA’s use of the City rights-of-way for the bus stops, and which will require that Alpine Express name the City as additional insured on the general liability policy of insurance it maintains pursuant to its contract with RTA all as more particularly set forth in the License Agreement. A copy of the executed License Agreement will be attached hereto as EXHIBIT A and incorporated into and made a term of this Agreement. In the event of any conflict between this Agreement and the License Agreement, this Agreement shall control.

10. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all prior negotiations and understandings related thereto. Any amendment of this Agreement shall not be effective unless in writing and signed by the parties.

11. No person or entity not a party to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement without the express consent of all the parties hereto.

12. In the event of any dispute involving or action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their costs and reasonable attorney’s fees.

13. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together when taken together shall constitute one and the same instrument.

14. If any term or provision of this Agreement shall be determined to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete the term or provision determined to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

15. All notices or other communications by the parties shall be in writing, shall be deemed sufficiently given and shall be deemed given when actually received by the party served with such notice at the following addresses:

   To RTA: Scott Truex, Executive Director
   P.O. Box 39
   Crested Butte, CO 81224
To CITY: Russ Forrest, City Manager
201 W. Virginia Avenue
Gunnison, CO 81230

Either party will have the right to change their representative and address for notice to any other location by giving at least five (5) business days’ prior written notice to the other party in the manner set forth above.

16. Either party shall the right to terminate this Agreement at any time without or without cause upon 6 months’ written notice given to the other party. Upon termination the parties’ removal and restoration obligations for any improvements shall be as set forth in the License Agreement in the event that such termination is for an event specified in the License Agreement and, if not pursuant to an event specified in the License Agreement, then at the cost of the party terminating this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

GUNNISON VALLEY TRANSPORTATION AUTHORITY

______________________________________________
By:

CITY OF GUNNISON, A COLORADO HOME-RULE MUNICIPALITY

______________________________________________
By:

ATTEST:

______________________________________________
By: Erica Boucher, City Clerk
LICENSE AGREEMENT

THIS AGREEMENT, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor ("LICENSOR"), AND (Applicant), at (Applicant Address), hereinafter referred to as Licensee ("LICENSEE").

WITNESSETH, that, for and in consideration of LICENSEE’S promise to hold LICENSOR harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, LICENSOR and LICENSEE hereby agree as follows:

1. **Temporary Nature.** Both parties hereto agree that anything licensed hereunder is by definition deemed to be temporary in nature. The LICENSEE further agrees, that in the event LICENSOR demands removal of the subject of this License from public property, not to protest such decision in any manner.

2. **License to Use Public Property.** LICENSEE shall be, and hereby is, given a certain license to use certain public property, all of which such property is described in Exhibit “A” attached and incorporated hereto by this reference. Said Exhibit is initialed by the parties and bears even date herewith, upon the terms, conditions and limitations set forth in Exhibit “A”, for the following purposes, to wit:

   *To place and maintain a ....* (This section includes a brief description of the request and will be completed by the Community Development Department).

3. **Repair and Maintenance.** In the event that LICENSEE hereby shall have been given permission to situate improvements on or affix them to the aforesaid real property, LICENSEE shall keep said improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance of adjacent property or of all property within the City, generally.

4. **Indemnity, Insurance.** By execution hereof, the LICENSEE, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless the CITY, and its officers, agents, and employees, against any and all claims for personal injury or property damage, including reasonable attorney’s fees arising out of or connected in any way with the LICENSEE’S use of the CITY’s property to this license.

LICENSEE hereby gives to the CITY its assurance and promise to hold CITY harmless from any and all liability arising from harm to the
public, whether in the form of property damage or bodily injury resulting from the erection and placement of the aforesaid improvements upon public property, or the use of the public property by LICENSEE. The LICENSEE also shall carry liability insurance to protect the public from injuries sustained by reason of the erection of and placement of the aforesaid improvements or use of the public property, and the coverage limits thereof shall be at least $387,000.00 for property damage or bodily injury, including death, per person, and $1,093,000.00 for property damage or bodily injury, per occurrence. The CITY shall be named as an additional insured on said policy of insurance and be provided with a certificate evidencing compliance with this requirement. Upon written notice by the CITY to the LICENSEE of a change in the limits of governmental liability pursuant to the “Colorado Governmental Immunity Act” (C.R.S. 24-10-101, et. seq.) or any other similar or successor legislation, LICENSEE shall, within twenty days of such notice, obtain and provide proof of insurance complying with the change in liability limits. The LICENSEE also shall provide such certificates annually or otherwise, as the case may be, for any and all renewals or extensions of the terms of such coverage.

5. **Forfeiture, Removal.** If and whenever the LICENSEE shall have refused or otherwise failed to hold LICENSOR harmless and carry insurance as provided hereinabove, then, in that event, the privileges granted hereby to the LICENSEE automatically shall terminate. In that event, the LICENSEE upon written demand by LICENSOR, shall within a reasonable time period indicated in the notice, cause said improvements to be removed from public property at its own expense and restore the public property where such improvements were located to substantially the same condition it was in at the time this LICENSE commenced. If LICENSEE, within a reasonable time after receipt of written demand therefore by LICENSOR shall have refused or otherwise failed to cause said improvements to be removed and the public property where such improvements were located to be restored to substantially the same condition it was in at the time this LICENSE commenced, then in that event, LICENSOR shall have the right to remove the improvements or cause them to be removed, and LICENSEE shall be liable to LICENSOR for its costs therein. In addition, if and whenever the City Council shall have determined that said public property or any portion thereof is needed by LICENSOR for other purposes, LICENSOR may move said improvements from public property at LICENSOR’S expense to such other location as may be sufficient for LICENSEE.

6. **Privileges Personal to License.** This License is personal to the LICENSEE, and the privileges herein granted shall not inure to or for the benefit of the LICENSEE’s successors or assigns.
7. **Snow Removal.** The use of licensed area shall not interfere with snow removal operations by LICENSOR on the City streets. LICENSEE shall be responsible for removing all snow from the licensed area in such fashion and manner as not to interfere with City traffic or to violate any City ordinance then in effect.

8. **Entirety of Agreement, Modifications.** The making, execution and delivery of this agreement by the LICENSEE has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof.

9. **Designee of LICENSEE.** Any obligation of LICENSEE under this Agreement may be performed directly by LICENSEE or through its designated service provider, AEX, Inc., d/b/a Alpine Express.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

**IN WITNESS WHEREOF,** the parties hereunto affix their respective signatures on the dates appearing opposite thereof:

THE CITY OF GUNNISON, COLORADO, LICENSOR

(date)

(Mayor or City Manager / Designee)

ATTEST:

(SEAL)

City Clerk

(Applicant Name), LICENSEE

(date)

(Applicant Name), Owner

STATE OF COLORADO )

SS. )

COUNTY OF GUNNISON )
The foregoing License Agreement was subscribed to me this ______ day of ______, 2017, by ____________________, Licensee.

My Commission Expires: ____________________

**WITNESS** my hand and official seal: (SEAL)

________________________
Notary Public
EXHIBIT “A”

To that certain License Agreement
Between
The City of Gunnison, Colorado, LICENSOR,
and
(Applicant Name), LICENSEE,
(Applicant Address)
Which License Agreement is dated: (Effective Date)

THE REAL PROPERTY which the Licensee is permitted by the aforesaid License Agreement to use, is described more particularly as follows:

(Legal Description of the public rights-of-way that will be used by the applicant.) Sample: A portion of the Main Street right-of-way adjacent to the east line of Lot 23, Block 21, Original Gunnison, beginning at the northeast corner of said lot, thence south 25 feet along said lot to the southeast corner, thence east 15 feet, thence north 25 feet, thence west 15 feet to the point of beginning.

SUBJECT TO:

1. Compliance with the City of Gunnison Municipal Code, Title 9, Chapter 9.40, Use of Public Rights-Of-Ways for Private Purposes and Section 4.8, Signs within the City of Gunnison Land Development Code.

Initialed by LICENSOR: ________ Date: ________

Initialed by LICENSEE: ________ Date: ________
AMENDMENT TO
AGREEMENT
DATED MARCH 1, 2017

THIS AMENDMENT TO THE AGREEMENT MADE EFFECTIVE MARCH 1, 2017 is by and between the Gunnison Valley Transportation Authority (RTA), Gunnison, Colorado, and Humore.us, LLC a Colorado Limited Liability Company (HUMORE.US).

The parties, for good and valuable consideration, hereby amend and replace paragraph (c) under COMPENSATION, as follows:

(c) In exchange for these Services, the RTA shall pay HUMORE.US $1,750.00 monthly during the contract period (the Compensation); HUMORE.US shall invoice the RTA for the Compensation by the fifth of each month during the term of the Agreement and Compensation shall be paid on or before the twenty fifth day of each month, beginning with the month of May, 2018.

The parties, for good and valuable consideration, hereby amend and replace the paragraph TERM, RENEWAL, AND TERMINATION, as follows:

TERM, RENEWAL, AND TERMINATION.

This Agreement shall run for a period of seven months starting May 1, 2018 and ending December 31, 2018. This Agreement may be renewed annually in one-year increments if no action is taken by either party. Renewal of this Agreement is subject to annual budget appropriation by the RTA. Either party shall have the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days prior written notice to the other.

IN WITNESS WHEREOF, the parties have caused this amendment to be signed by their duly authorized representatives as of May 4, 2018.

GUNNISON VALLEY TRANSPORTATION AUTHORITY

By: __________________________
    John Messner, Chair

HUMORE.US, LLC

By: __________________________
    Anthony Poponi, Director
**Capital Projects for 2045 Statewide Transportation Plan:**

CDOT updates their Statewide Transportation Plan every 5 years and we are entering the next cycle. The plan update will take about two years and will go through 2045. There is also the possibility of new funding for capital projects over the next few years and we want to be sure to have our projects on the list and prioritized so that we can make a good application for funds.

They have requested that Transit Providers create a list of projects to include in the plan and I would like to have them prioritized by the Board of Directors. We want to be fairly specific and the list should be reasonable.

The list that I’ve come up with is as follows:

- Construction of a transit center and parking facility in Gunnison - $2.5M
- Construction of a bus storage facility in the north end of the valley - $2.5M
- Construction of a new maintenance/storage facility in Gunnison - $4M
- Upgrading of bus stops - $1.2M

If you have other high priority capital projects, we can add them to the list at the meeting.