



Meeting Notice

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

September 16, 2022 at 8:00 a.m.

In the Commissioners' Room

**located in the Gunnison County Courthouse,
200 East Virginia Avenue in Gunnison.**

For copies of the agenda and minutes of previous meetings, please go to www.gunnisonvalleyrta.org/meetings or call Scott Truex at 970-275-0111.

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 – SEPTEMBER 16, 2022
GUNNISON VALLEY TRANSPORTATION AUTHORITY
GUNNISON COUNTY COURTHOUSE
COUNTY COMMISSIONERS’ ROOM – 8:00 A.M

8:00 A. INTRODUCTION

CONSENT AGENDA – motion & decision requested to approve the consent agenda

- B. ADOPTION OF THE AGENDA
- C. APPROVAL OF AUGUST 12, 2022 MEETING MINUTES
- D. EXECUTIVE DIRECTOR’S FINANCIAL REPORT
- E. CORRESPONDENCE
- F. OLD BUSINESS
 - 1) Air program reports
 - 2) Bus program reports

REGULAR AGENDA

- 8:05 F. OLD BUSINESS - continued
 - 3) Airport update – Rick Lamport
 - 4) Tourism Association report – John Norton
 - 5) Bus service update – Scott Truex, Jon Galle & Tasha Cifuentes
 - 6) Update on Bus Purchase – Scott Truex
 - 7) Air Command report – Scott Truex & David Clayton
 - 8) 2022 summer air service final update – Bill Tomcich & Kent Myers
 - 9) Airport surveys for summer 2022 and winter 22-23 – update – Kent Myers & Leia Morrison
 - 10) 2022-23 winter air service update – Bill Tomcich & Kent Myers
 - 11) Bus Storage Facility Construction update – Scott Truex & Leia Morrison
 - 12) Fading West housing purchase project update – Scott Truex & Leia Morrison
- 8:35 G. PUBLIC COMMENT PERIOD
- 8:40 H. COMMENTS FROM BOARD MEMBERS & STAFF
- 8:45 I. NEW BUSINESS
 - 1) Deed Restriction to be put in place by Margaret Levy on Solstice Condominiums, Unit G prior to purchase by the GVRTA – Scott Truex – discussion
 - 2) Resolution Number 2, Series 2022 – **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY, AUTHORIZING THE PURCHASE OF REAL PROPERTY FOR THE USE OF THE GUNNISON VALLEY TRANSPORTATION**

AUTHORITY – Solstice Condominiums, Unit G – Scott Truex – motion and decision requested

- 3) Authorization of the Board Chair to sign a Master Lease Agreement with AEX, Inc. in order to allow AEX, Inc. to lease Solstice Condominiums, Unit G to their employees providing services for the GVRTA – Scott Truex – **motion & decision requested**
- 4) Renewal of Contract with Social Firekeeper, LLC for the services of Leia Morrison during 2023 and 2024 – Leia Morrison & Scott Truex – discussion and **possible motion and decision requested**
- 5) Renewal of a contract with Airplanners, LLC to provide air service consulting in 2023 and 2024 – Kent Myers, Bill Tomcich, & Scott Truex – discussion and **possible motion and decision requested**
- 6) GVRTA Draft 2023 Budget – Scott Truex – discussion
- 7) 2023 – 2027 DRAFT GVRTA Five-year Financial Plan – Scott Truex – discussion
- 8) Discussion regarding possible contract with JSX to provide air service between Austin and Gunnison during the winter of 2022/23 – Kent Myers and Bill Tomcich
- 9) **Executive session** for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) for the purpose of conferring with staff and consultants regarding a possible contract with JSX to provide air service between Austin and Gunnison during the winter of 2022/23 – Janet Farmer – **motion & decision requested**
- 10) Potential authorization of the Board Chair to sign a contract with JSX to provide air service between Austin and Gunnison during the winter of 2022/23 – Kent Myers and Bill Tomcich – discussion and **possible motion and decision requested**

9:50 J. ADJOURNMENT OF REGULAR MEETING

Next Meeting – November 4, 2022 at 8:00 a.m. in the Crested Butte Town Offices

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

GUNNISON VALLEY TRANSPORTATION AUTHORITY

MEETING MINUTES

August 12, 2022

Crested Butte Town Council Chambers

A. INTRODUCTION

Janet Farmer called the meeting to order at 8:02 am

Board members in attendance: Janet Farmer, Boe Freeburn, Jason MacMillan, Liz Smith, Jim Miles,

Also present: Scott Truex, Leia Morrison, Kent Myers (ZOOM), Bill Tomcich, Jeff Moffett, Jon Galle, David Becher from RRC & Associates (ZOOM) and community members

CONSENT AGENDA

B. ADOPTION OF THE AGENDA

C. APPROVAL OF PREVIOUS MEETING MINUTES

1) Approval of June 3, 2022 meeting minutes

D. EXECUTIVE DIRECTOR'S FINANCIAL REPORT

E. CORRESPONDENCE

F. OLD BUSINESS

1) Air program reports

2) Bus program reports

Boe Freeburn ***moved to approve the consent agenda*** as presented. Jim Miles seconded the motion. The motion passed unanimously.

REGULAR AGENDA

F. OLD BUSINESS

3) Airport Update - Rick Lamport

No update.

4) Tourism Association Report – John Norton

No update.

5) Bus service update - Scott Truex

Truex reported that ridership was up 46% in June and 42% in July. The RTA carried over 20,000 passengers in July, which was a new record for summer ridership. Four of the last five months have been record numbers. The school district did approach the RTA to help once again provide bus service from CB South. The 7:40 bus from CB South will again drop off students at the Center for the Arts. Last year there were no overcrowding issues. Alpine Express has been doing some extra driving training. Jon Galle reported that COWEST has

begun CDL training in Montrose. These training efforts have led to more hiring of CDL drivers. Truex reported that the RTA has purchased a new bus for senior services in Gunnison.

6) Update on Bus Purchase - Scott Truex

The two CNG buses have been ordered and will arrive by February 2023. We are still waiting on the grant contract for the Congressionally Directed Spending (formerly known as earmarks) awarded a year ago. It is still not a given that we will receive these funds, but Truex hopes to know more by the next meeting.

7) Air Command Report - Scott Truex

All major Air Command topics will be discussed further at this meeting.

8) 2022 summer air service - Kent Myers and Bill Tomcich

Myers reported that summer continues to be strong across the board. Denver is 33% ahead of the volume last year, and July ended with a 73.5% load factor. August is currently at 65.8% load factor, and the airport is way up in total passengers even with the construction. The Jet Suite X (JSX) program to which the RTA contributed financial support is overwhelmingly successful. JSX increased the service frequency in July, so they were flying four days a week for a period of time, and they just announced on Monday that they're going to extend the service two days a week until September 25th. Tomcich reported on a year's difference and compared the reliability from last summer to this summer. He also reported that the load factors in July were an extraordinary 73.5% out of Denver, representing more than 100% capacity increase and 100% passenger increase. Tomcich reiterated that there's not a single other Mountain Airport that will see that kind of increase this summer.

9) Airport Surveys -

David Becher from RRC and Associates reported to Myers that there is an overabundance of surveys which is three times more than the previous survey attempts (417 total) because multiple surveyors were employed this summer, whereas, in the past, there was only one. Myers will provide an update on the results when one is available. Liz Smith asked if there have been surveys on JSX passengers, and Myers confirmed that there have been. Myers expects other demographics to be provided by JSX. The success of this program has been attributed to community involvement, particularly in the real estate market, and TAPP's efforts on social media. Myers added that obviously, the demand was also there. Tomcich added that JSX is a very aggressive marketer and their partnership with United is a powerful marketing tool.

10) 2022-2023 Winter Air Service - Bill Tomcich

Tomcich reported that the winter schedule will begin on December 15th, twice daily from Denver and daily from Houston. For the fall, United will go down from three to two flights a day beginning August 20th, and from September 30th to December 14th, there will be one flight a day that will be a RON. United's winter schedule will end on March 25th. The cap for winter MRG is \$481,000. The FAA now allows the E-175 aircraft to use the new lower landing minimums using new approaches. For American Airlines, an airbus 319 will operate once daily flights with reduced capacity. The \$300,000 cap from last year will remain the same for this

year. American schedule is December 15th - April 3rd. The airbus capacity is 128, and the CRJ700 has a capacity of 65 passengers.

11) Bus Storage Facility Construction - Scott Truex & Leia Morrison

The groundbreaking at the new facility took place last Tuesday. Truex reported that the RTA is receiving an extra \$500,000 from CDOT. The total project cost including land will be approximately \$4,000,000 and CDOT will pay about half of this.

12) Fading West Housing Purchase

Truex reported that the estimated cost of this project is 1.9 million for this 5-plex project. A 20% refundable deposit of \$380,000 is needed to hold the space for us. The groundbreaking for this project is expected to occur in June of 2023. A contract for the deposit will be brought to the board at the next meeting. We won't know the price until about 120 days until they break ground, at which point we can decide if we want to proceed or cancel.

G. PUBLIC COMMENT PERIOD

Scout Walton, who is a Skyland resident, congratulated the board for supporting the JSX decision. He reported that it is being used as an alternative to United or driving. He has heard from passengers that it is convenient and reliable, and he encourages the board to continue to support the service.

Nick Claus from Woodhouse (Elevation Hotel in Mt. Crested Butte) echoed Scout's response.

H. COMMENTS FROM BOARD MEMBERS AND STAFF

None.

New Business

1) Acceptance of the 2021 Audit of the financial statements of the Gunnison Valley Transportation Authority – Scott Truex
Truex reported that the audit went very smoothly.

Jim Miles moved to accept the 2021 Audit of the financial statements of the Gunnison Valley Transportation Authority.

Liz Smith seconded the motion, which passed unanimously.

2) Authorization for Board Chair to sign contracts with American Airlines and United Airlines for winter 2022-23 air service between Gunnison and Dallas and Gunnison and Houston -Scott Truex.

Truex reported that the United contract is for \$481,000, and with American is \$300,000.

Jason MacMillan moved to authorize the Board Chair to sign contracts with American Airlines and United Airlines for winter 2022-23 air service between Gunnison and Dallas and Gunnison and Houston for a total amount not to exceed \$782,000.

Boe Freeburn seconded the motion, which passed unanimously.

3) Resolution Number 1, Series 2022 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY, AUTHORIZING THE PURCHASE OF REAL PROPERTY FOR THE USE OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY – Five-plex, Lot 5, Lazy K Subdivision – Scott Truex
Jim Miles **moved to adopt Resolution Number 1, Series 2022.**
Liz Smith seconded the motion, which passed unanimously.

4)GVRTA Initial 2023 Budget Assumptions – Scott Truex
Truex reported the 2023 Draft Budget Assumptions, which included that the sales tax revenues are projected to be flat for the remainder of 2022. The 2023 sales tax increases by 1.5% over current year projections. Winter flights are guaranteed to Houston and Dallas. Summer flights are guaranteed to Dallas (using SCASD grant) and Houston. The senior transportation operations continue with no changes in 2023. The purchase of a new senior bus for GVH is included. The RTA will provide a local match for the purchase of a new senior bus for Mt. Express. The commuter bus operates on a 35 round-trip winter bus schedule and a 19 round-trip spring, summer, and fall bus schedule. Includes the two new motorcoaches which will be purchased in 2023 (have already been ordered). The construction of the Whetstone bus storage facility will be completed in 2023. The new bus shelters will be installed in the City of Gunnison at the Library, Safeway, Teller, and Spencer bus stops. The concrete apron will be installed around the West Evans Maintenance Facility.
Jim Miles **moved to approve the GVRTA initial 2023 Budget Assumptions.**
Boe Freeman seconded the motion, which passed unanimously.

5) Purchase of Ford Transit Van for GVH Senior Services Program in 2023 – Scott Truex –
Truex has worked with Scott Frikke and the vendor and the consultant. We do not have to go out for a bid. Truex will have firm pricing to the board in a couple of weeks.
Jim Miles **moved to authorize the purchase of a Ford Transit Van for the GVH Senior Services Program in 2023 in an amount not to exceed \$100,000.**
Boe Freeman seconded the motion, which passed unanimously.

6) Purchase of Solstice Condominiums, Unit G from Margaret (Margot) Levy and addition of a workforce deed restriction to Unit G – Scott Truex
Truex reported that Margot Levy approached the board about selling her Solstice Condominium in town to the RTA. Jon Galle and Truex walked through the 2 bedroom, 1 ½ bath unit with the single car garage. Levy is proposing an approximate 25% discount to the RTA for this purchase. At the closing, Margot would include a deed restriction on the unit; the town of Crested Butte would be the beneficiary of the deed restriction and will be contributing \$18,000 to the purchase.

7)Possible Executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) for the purpose of conferring with staff

regarding the possible purchase of Solstice Condominiums, Unit G from Margaret Levy – Janet Farmer

No Executive session occurred.

Margot expressed that she was extremely excited to participate in preserving workforce housing in the north end of the valley. Liz Smith asked for details on the deed restriction. Scott Truex and Margot reported that it must be occupied by a full-time resident, working 30 hours a week and 80% of their income generated within Gunnison County. Jason MacMillan inquired about what would happen if the North Valley Supervisor were to leave, and how would the occupancy priority proceed. Truex answered that Alpine Express would run the lease and would be responsible for occupancy. This would be our 6th unit that the RTA has purchased.

8) Authorization of Board Chair to sign a contract to purchase Unit G, Solstice Condominiums from Margaret Levy for a total amount not to exceed \$620,000 (\$600,000 purchase price plus closing costs)

Jim Miles moved authorization of the Board Chair to sign a contract to purchase Unit G, Solstice Condominiums from Margaret Levy for a total amount not to exceed \$620,000.

Liz Smith seconded the motion, which passed unanimously.

Liz Smith reported on her work with the Southwest Colorado Opioid settlement project. Transportation across rural communities has been difficult and Smith opened up the discussion on a possible partnership with this project. Scott Truex spoke to the challenges and recommended that Gunnison Valley Hospital or Mountain Express may be the best partners in this effort. Truex will report back to the RTA on how we could support another organization in these efforts.

The meeting adjourned at 9:08 am.



July, 2022 - Financial Report:

This report was prepared for the GVRTA Board of Directors on September 9, 2022 with information provided by the County Finance Department and shows posted revenues through July, 2022 and expenditures through July, 2022.

Sales Tax Revenues:

Gunnison Valley Transportation Authority Sales Tax Revenues								
Month	2019	2020	2021	Budget 2022	Actual 2022	% vs Budget	% Change 21-22	Projected 2022
Jan	\$ 268,551	\$ 313,013	\$ 365,491	\$ 367,000	\$ 445,738.68	21.5%	22.0%	\$ 445,739
Feb	\$ 260,830	\$ 315,712	\$ 392,187	\$ 368,000	\$ 464,948.54	26.3%	18.6%	\$ 464,948
Mar	\$ 288,248	\$ 245,671	\$ 460,733	\$ 425,000	\$ 559,797.80	31.7%	21.5%	\$ 559,798
April	\$ 209,259	\$ 205,492	\$ 310,227	\$ 295,000	\$ 332,943.86	12.9%	7.3%	\$ 332,944
May	\$ 226,656	\$ 233,927	\$ 347,074	\$ 330,000	\$ 386,830.03	17.2%	11.5%	\$ 386,830
June	\$ 356,093	\$ 373,164	\$ 539,591	\$ 514,000	\$ 591,654.53	15.1%	9.6%	\$ 591,654
July	\$ 496,362	\$ 509,375	\$ 635,020	\$ 656,000	\$ 694,820.61	5.9%	9.4%	\$ 694,821
Aug	\$ 433,103	\$ 464,055	\$ 555,011	\$ 567,000				\$ 555,011
Sept	\$ 385,137	\$ 472,333	\$ 546,497	\$ 581,000				\$ 546,497
Oct	\$ 295,453	\$ 364,890	\$ 412,742	\$ 394,000				\$ 412,742
Nov	\$ 249,916	\$ 296,457	\$ 359,587	\$ 333,000				\$ 359,587
Dec	\$ 386,581	\$ 426,868	\$ 487,011	\$ 492,000				\$ 487,011
Year-to-date	\$ 2,105,999	\$ 2,196,354	\$ 3,050,323	\$ 2,955,000	\$ 3,476,734.05	17.7%	14.0%	
Full Year	\$ 3,856,189	\$ 4,220,957	\$ 5,411,171	\$ 5,322,000		9.7%	7.9%	\$ 5,837,582

Gunnison Valley Transportation Authority Financial Report - July, 2022				
	YTD Actual	2022 Adopted Budget	Revisions	2022 Projected
Distribution of Sales Tax Revenues among GVRTA funds	\$ 3,476,734.05	\$ 5,322,000	\$ 515,582	\$ 5,837,582
(Future months are projected flat to 2021)				
Sales Tax to General Fund	\$ 1,437,582.00	\$ 1,522,000	\$ (84,418)	\$ 1,437,582
Sales Tax to Capital Fund	\$ 1,389,152.05	\$ 2,200,000	\$ 1,550,000	\$ 3,750,000
Sales Tax to Air Command Fund	\$ 250,000.00	\$ 1,200,000	\$ (950,000)	\$ 250,000
Sales Tax to Senior Transportation Fund	\$ 400,000.00	\$ 400,000	\$ -	\$ 400,000
	\$ 3,476,734.05	\$ 5,322,000	\$ 515,582	\$ 5,837,582

GVRTA Fund Reports:

GVRTA General Fund Financial Report - July, 2022		YTD Actual	2022 Adopted Budget	Revisions	2022 Projected
Beginning Fund Balance		\$ 2,890,613	\$ 2,612,731	\$ 277,882	\$ 2,890,613
Revenues					
Sales Tax Revenues		\$ 1,437,582.00	\$ 1,522,000	\$ (84,418)	\$ 1,437,582
Sales Tax - Clerk		\$ 20,830.73	\$ 25,000	\$ 6,000	\$ 31,000
Interest Charges		\$ 606.25	\$ 3,000	\$ (1,300)	\$ 1,700
Other Fines		\$ 5,952.01	\$ 6,000	\$ 6,000	\$ 12,000
Rental Income		\$ 15,400.00	\$ 26,400	\$ 12,600	\$ 39,000
Earnings on Investments		\$ (118,437.59)	\$ 25,000	\$ (133,000)	\$ (108,000)
5311 A & O FTA 5311 Admin. & Operating Grant funded by ARP		\$ 356,863.00	\$ 242,618	\$ 114,245	\$ 356,863
Total Revenues		\$ 1,718,796.40	\$ 1,850,018	\$ (79,873)	\$ 1,770,145
Expenditures:					
Postage		\$ -	\$ 100	\$ -	\$ 100
Photocopies		\$ -	\$ 100	\$ (100)	\$ -
Supplies & Equipment Under \$4,000		\$ 255.40	\$ 4,000	\$ -	\$ 4,000
Building Repair and Maintenance		\$ 23,001.07	\$ 30,000	\$ -	\$ 30,000
Travel - Transportation		\$ 447.95	\$ 8,000	\$ (6,500)	\$ 1,500
Travel - Meals		\$ 223.00	\$ 6,000	\$ (4,500)	\$ 1,500
Travel - Lodging		\$ 1,617.83	\$ 6,000	\$ (3,000)	\$ 3,000
Legal Services		\$ 3,384.66	\$ 8,000	\$ 0	\$ 8,000
Contracted Temporary Help - Marcy & RAE		\$ -	\$ 12,000	\$ -	\$ 12,000
Contract Svcs - Social Firekeeper, GPS, Bus Stops		\$ 29,626.87	\$ 60,000	\$ (4,000)	\$ 56,000
Management Services - TMS		\$ 60,000.00	\$ 90,000	\$ -	\$ 90,000
Meetings - Registrations		\$ 750.00	\$ 2,000	\$ (1,250)	\$ 750
State Fees		\$ 13,126.66	\$ 34,000	\$ -	\$ 34,000
Treasurer's Fees		\$ 31,838.99	\$ 50,000	\$ 7,000	\$ 57,000
Late Night Taxi Donation		\$ 30,000.00	\$ -	\$ 30,000	\$ 30,000
Advertising, Notices, Public Outreach & Website		\$ 5,409.05	\$ 20,000	\$ (10,000)	\$ 10,000
Dues & Memberships		\$ 3,553.67	\$ 14,000	\$ (4,000)	\$ 10,000
Auditing		\$ 8,014.00	\$ 7,600	\$ 414	\$ 8,014
Insurance & Bonds		\$ 9,610.88	\$ 11,500	\$ 2,500	\$ 14,000
Investment Commissions/Fees		\$ -	\$ 100	\$ (100)	\$ -
Transfer to County General Fund		\$ 6,825.00	\$ 11,700	\$ -	\$ 11,700
5311 - A Management Services - TMS		\$ 60,000.00	\$ 90,000	\$ -	\$ 90,000
5311 - O Diesel Fuel		\$ 59,047.49	\$ 80,000	\$ 25,000	\$ 105,000
5311 - O CNG Fuel		\$ 135,491.26	\$ 225,000	\$ 35,000	\$ 260,000
5311 - O Repair & Maintenance - Vehicles		\$ 236,060.42	\$ 270,000	\$ 140,000	\$ 410,000
5311 - O Purchased Transportation Services		\$ 1,123,862.37	\$ 1,920,000	\$ 44,000	\$ 1,964,000
Total Expenditures		\$ 1,842,146.57	\$ 2,960,100	\$ 250,464	\$ 3,210,564
Ending General Fund Balance		\$ 2,767,263	\$ 1,502,649	\$ (52,455)	\$ 1,450,194
Report shows posted revenues through July and expenditures through July.					
Report prepared by Scott Truex with information from the County Finance department on September 9, 2022.					

GVRTA Fund Reports:

 GVRTA Capital Reserve Fund Financial Report - July, 2022		YTD Actual	2022 Adopted Budget	Revisions	2022 Projected
Beginning Fund Balance		\$ 249,948	\$ 249,948	\$ -	\$ 249,948
Revenues:					
Sales Tax Revenues		\$ 1,389,152.05	\$ 2,200,000	\$ 1,550,000	\$ 3,750,000
SB 267 State Capital Grant (facility)		\$ 99,552.67	\$ 1,530,000	\$ 606,439	\$ 2,136,439
5339/FASTER - C Federal Capital Grant (bus)		\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ 1,488,704.72	\$ 3,730,000	\$ 2,156,439	\$ 5,886,439
Expenditures:					
5339/FASTER - C Bus Purchase		\$ -	\$ -	\$ -	\$ -
SB 267 Facility Design and Construction		\$ 285,851.47	\$ 2,000,000	\$ 1,200,000	\$ 3,200,000
Housing Purchase		\$ 33,924.00	\$ 1,600,000	\$ (977,000)	\$ 623,000
Capital Improvements		\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 319,775.47	\$ 3,600,000	\$ 223,000	\$ 3,823,000
Ending Fund Balance		\$ 1,418,877	\$ 379,948	\$ 1,933,439	\$ 2,313,387
Report shows posted revenues through July and expenditures through July.					
Report prepared by Scott Truex with information from the County Finance department on September 9, 2022.					
 GVRTA Air Command Fund Financial Report - July, 2022		YTD Actual	2022 Adopted Budget	Revisions	2022 Projected
Beginning Fund Balance		\$ 2,488,213	\$ 2,485,713	\$ 2,500	\$ 2,488,213
Revenues:					
Sales Tax Revenues		\$ 250,000.00	\$ 1,200,000	\$ (950,000)	\$ 250,000
SCASD Grant		\$ -	\$ 200,000	\$ (200,000)	\$ -
Total Revenues		\$ 250,000.00	\$ 1,400,000	\$ (1,150,000)	\$ 250,000
Expenditures:					
Airline Guarantees - Winter 21-22		\$ 171,236.00	\$ 740,380	\$ (569,144)	\$ 171,236
Professional Services -Airplanners & RRC		\$ 64,305.84	\$ 90,000	\$ 22,000	\$ 112,000
Contract with Airport for Airline Mechanic		\$ -	\$ 32,000	\$ 4,000	\$ 36,000
Airline Guarantees - Summer		\$ 90,000.00	\$ 700,000	\$ (610,000)	\$ 90,000
Total Expenditures		\$ 325,541.84	\$ 1,562,380	\$ (1,153,144)	\$ 409,236
Ending Fund Balance		\$ 2,412,671	\$ 2,323,333	\$ 5,644	\$ 2,328,977
Report shows posted revenues through July and expenditures through July.					
Report prepared by Scott Truex with information from the County Finance department on September 9, 2022.					
 GVRTA Senior Transportation Fund Financial Report - July, 2022		YTD Actual	2022 Adopted Budget	Revisions	2022 Projected
Beginning Fund Balance		\$ 334,510	\$ 329,386	\$ 5,124	\$ 334,510
Revenues:					
Sales Tax Revenues		\$ 400,000.00	\$ 400,000	\$ -	\$ 400,000
Total Revenues		\$ 400,000.00	\$ 400,000	\$ -	\$ 400,000
Expenditures:					
Capital Expenses		\$ 74,838.00	\$ 70,000	\$ 7,338	\$ 77,338
Contracted Services		\$ 161,358.43	\$ 360,000	\$ (75,000)	\$ 285,000
Total Expenditures		\$ 236,196.43	\$ 430,000	\$ (67,662)	\$ 362,338
Ending Fund Balance		\$ 498,314	\$ 299,386	\$ 72,786	\$ 372,172
Report shows posted revenues through July and expenditures through July.					
Report prepared by Scott Truex with information from the County Finance department on September 9, 2022.					

Summary of all Funds

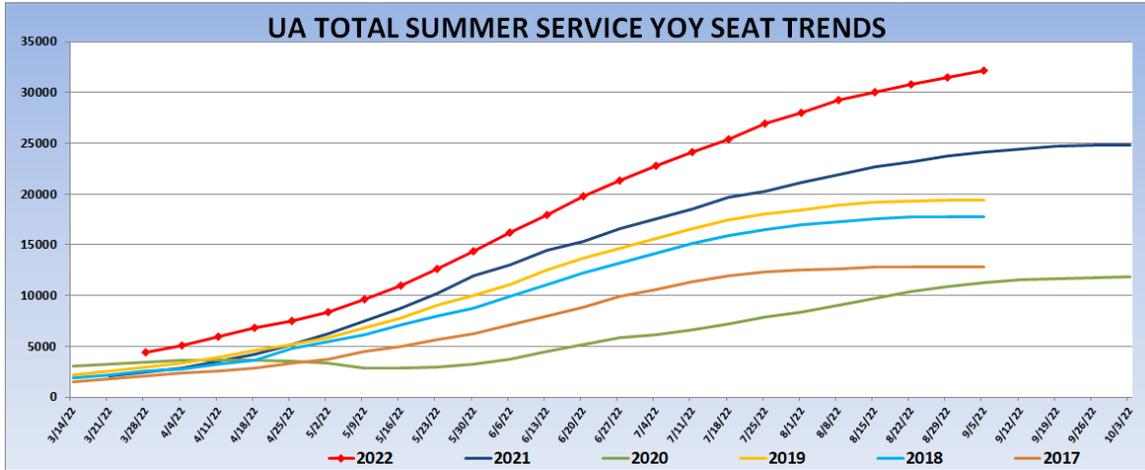
GVRTA Total Revenues and Expenditures  Financial Report - July, 2022		YTD Actual	2022 Adopted Budget	Revisions	2022 Projected	
Beginning Fund Balance		\$ 5,963,284	\$ 5,677,778	\$ 285,506	\$ 5,963,284	
Revenues:		\$ 3,857,501	\$ 7,380,018	\$ 926,566	\$ 8,306,584	
Expenditures:		\$ 2,723,660	\$ 8,552,480	\$ (747,342)	\$ 7,805,138	
Ending Fund Balance		\$ 7,097,125	\$ 4,505,316	\$ 1,959,414	\$ 6,464,730	
Report shows posted revenues through July and expenditures through July. Report prepared by Scott Truex with information from the County Finance department on September 9, 2022.						
GVRTA Summary of all Funds  Financial Report - July, 2022		2022 Actual Beginning Balance	YTD Current Balances	2022 Adopted Budget Ending Balance	Revisions	2022 Projected Ending Balance
Fund Balances						
Unrestricted General Fund Balance		\$ 2,890,613	\$ 2,767,263	\$ 1,502,649	\$ (52,455)	\$ 1,450,194
Capital Reserve Fund Balance		\$ 249,948	\$ 1,418,877	\$ 379,948	\$ 1,933,439	\$ 2,313,387
Air Command Fund Balance		\$ 2,488,213	\$ 2,412,671	\$ 2,323,333	\$ 5,644	\$ 2,328,977
Senior Transportation Fund Balance		\$ 334,510	\$ 498,314	\$ 299,386	\$ 72,786	\$ 372,172
Total Fund Balance		\$ 5,963,284	\$ 7,097,125	\$ 4,505,316	\$ 1,959,414	\$ 6,464,730
Report shows posted revenues through July and expenditures through July. Report prepared by Scott Truex with information from the County Finance department on September 9, 2022.						

Notes on the July, 2022 GVRTA Financial Report:

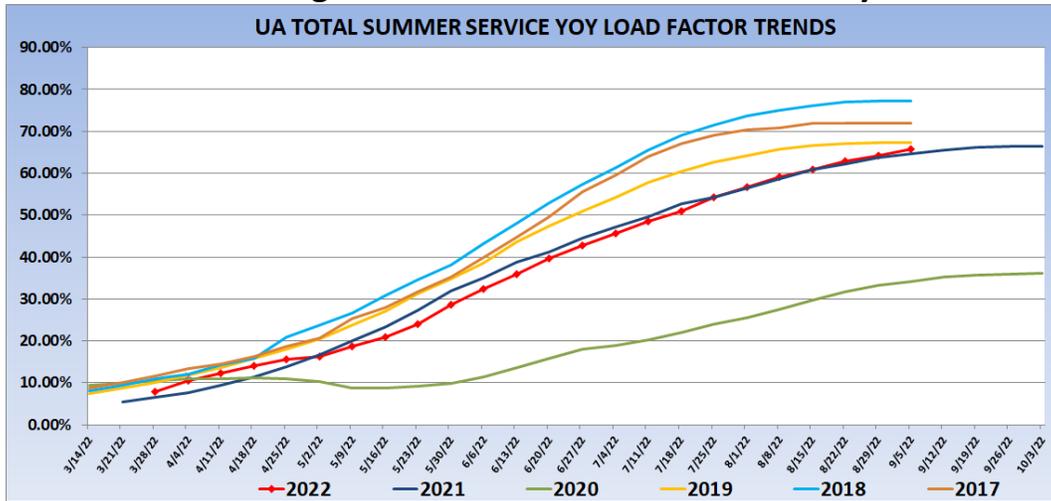
- Year-to-date sales tax revenues are up 14%.
- Sales tax collections are projected flat for the remainder of the year.
- More sales tax is distributed to the Capital Fund in order to fund the Facility Construction and the Fading West project in 2023.
- Fuel is projected over budget due to increased prices and increased service levels.
- Vehicle repair and maintenance is projected over budget due to two vehicles coming out of warranty, increased service levels, and unexpected repairs.
- Purchased Transportation Services is projected over budget due to increased service levels.
- Facility Design and Construction is projected over budget due to higher costs of construction.
- Housing Purchase is under budget due to purchasing the Solstice Condo instead of Fading West in 2022.
 - The Fading West five-plex is now budgeted for purchase in 2023.
- Winter Airline Guarantees are under budget due to good performance of the programs.
- Summer Airline Guarantees are under budget due to change in contracts.

Air Program Reports – Summer, 2022 – Final

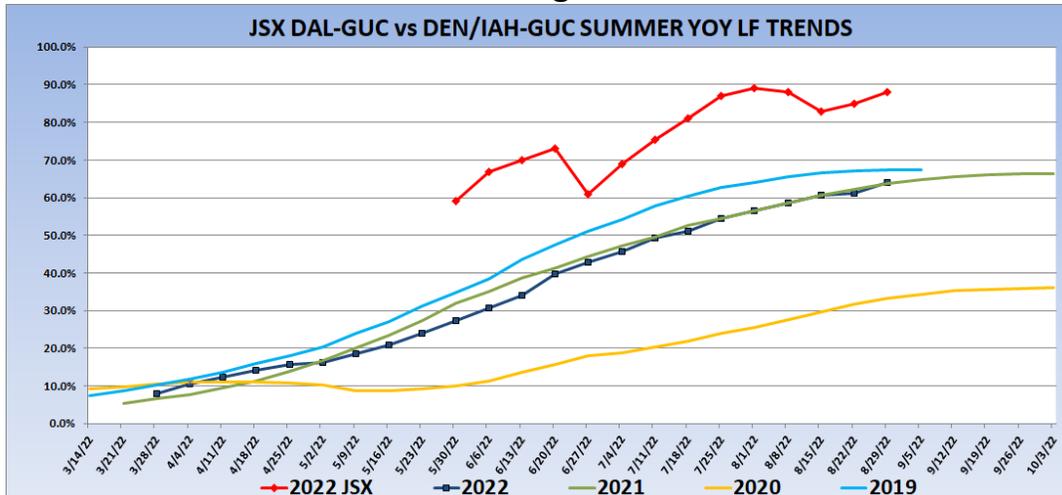
All United Flights – Total Seats Sold vs last five years:



All United Flights – Total Load Factor vs last five years:

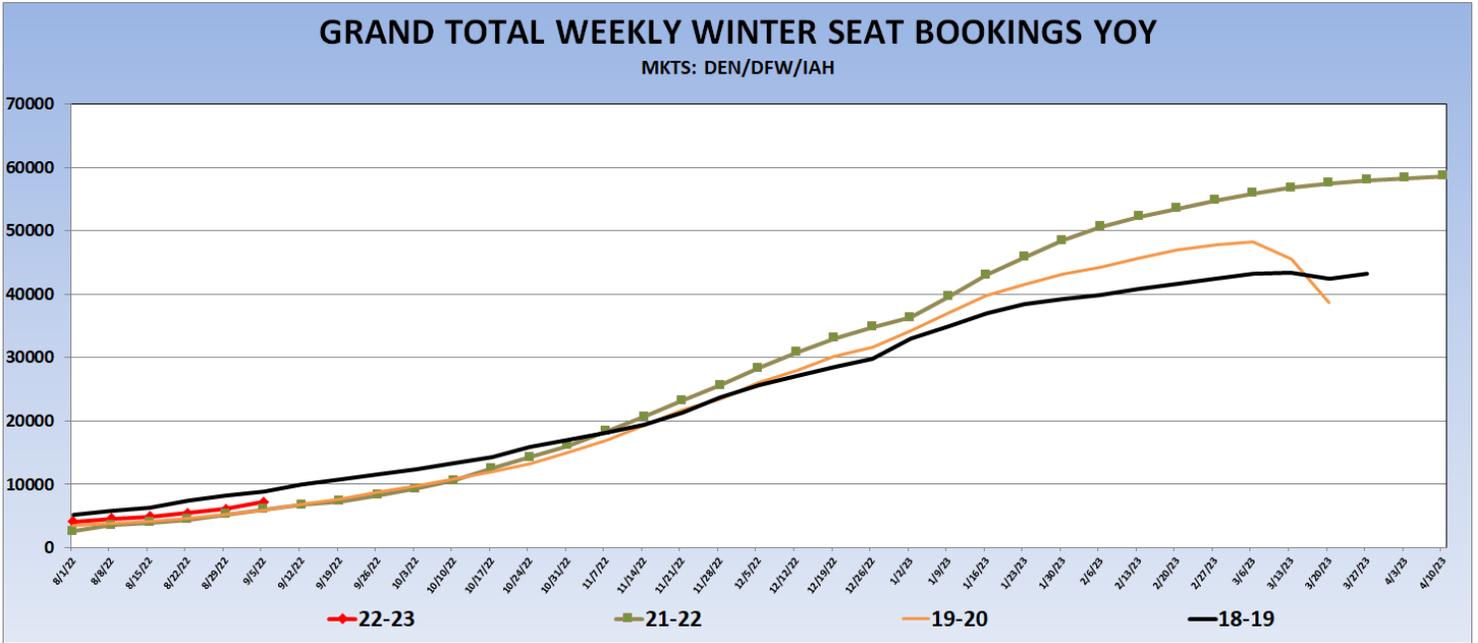


JSX Flights

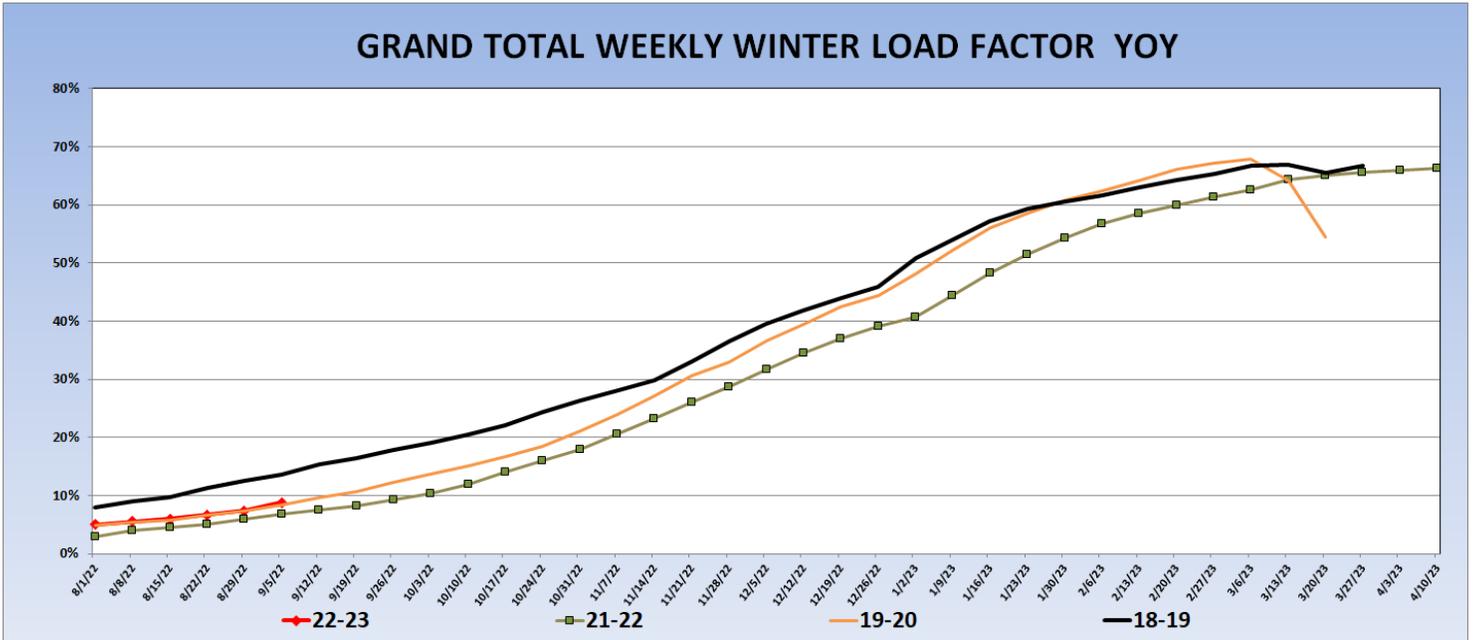


Air Program Reports – Winter, 22–23 as of 9/25/2022:

All Flights – Total Seats Sold vs three of the last four years (excluding 20-21):



All Flights – Total Load Factor vs three of the last four years (excluding 20-21):



Bus program reports – August, 2022

Ridership on the RTA Gunnison - Crested Butte Route 2022								2022 Overcrowding		2021			YOY	
Month	Riders	Bus Trips	Service Hours	Service Miles	Days	Riders Per Trip	Riders Per Day	Riders Refused	Times Riders Refused	Riders Per	Riders Per	Total Riders Change	Percent Riders Change	
								Boarding	Refused	Trip	Day			
January	26,533	2,163	2,282	71,759	31	12.3	855.9	20	5	19,104	11.0	616.3	7,429	38.9%
February	27,282	1,951	2,081	63,636	28	14.0	974.4	12	4	18,052	11.5	644.7	9,230	51.1%
March	31,026	2,159	2,308	70,927	31	14.4	1,000.8	30	3	18,660	10.8	601.9	12,366	66.3%
April	11,469	1,223	1,357	40,853	30	9.4	382.3	6	2	8,899	7.7	296.6	2,570	28.9%
May	11,549	1,176	1,306	39,057	31	9.8	372.5	-	-	8,175	7.3	263.7	3,374	41.3%
June	16,952	1,139	1,289	38,427	30	14.9	565.1	21	2	11,602	10.8	386.7	5,350	46.1%
July	20,315	1,170	1,331	39,333	31	17.4	655.3	-	-	14,309	12.8	461.6	6,006	42.0%
August	18,527	1,177	1,358	39,933	31	15.7	597.6	11	2	13,154	11.7	424.3	5,373	40.8%
September														
October														
November														
December														
Total	163,653	12,158	13,312	403,925	243	13.5	673.5	100	18	111,955	6.9	460.7	51,698	46.2%

Passengers by Stop – Spring, Summer, & Fall, 2022:

2021-2022 Spring, Summer, & Fall RTA Bus Boardings by Bus Stop																			Northbound	
Month	# of days	Gunnison County Library	Gunnison Community Schools	11th & Virginia	Safeway Spruce & Hwy50	Teller & Hwy50	WCU Colorado & Ohio	Denver & Hwy135	Spencer & Hwy135	Tall Texan	Ohio Creek	Almont	ON CB South	OFF CB South	Riverland	Brush Creek	Riverbend	CB 4-Way	Total Northbound Passengers	
April	27	77	402	465	471	419	311	699	575	122	29	159	718	245	36	56	65	69	4,673	
May	31	59	676	566	708	385	392	802	841	158	62	158	1,127	315	42	41	39	98	6,154	
June	30	146	1,003	907	898	898	535	1,112	1,061	307	133	345	1,145	359	102	125	105	178	9,000	
July	31	157	1,089	963	1,100	1,270	574	1,129	1,182	593	204	407	1,360	427	53	108	98	338	10,625	
August	31	136	1,073	948	1,039	1,145	580	1,022	1,070	393	161	344	1,280	419	64	79	78	211	9,623	
September	30																			
October	31																			
November	22																			
Total	233		4,243	3,849	4,216	4,117	2,392	4,764	4,729	1,573	589	1,413	5,630	1,765	297	409	385	894	40,075	

2021-2022 Spring, Summer, & Fall RTA Bus Boardings by Bus Stop														Southbound		
Month	# of days	Mt CB Transit Center	CB 4-Way	Riverbend	Brush Creek	Riverland	ON CB South	OFF CB South	Almont	Ohio Creek	Tall Texan	Gunnison Rec Center	Total Southbound Passengers			
April	27	840	2,250	64	63	81	296	491	154	16	261	115	4,140			
May	31	889	3,058	46	98	108	423	804	208	30	393	142	5,395			
June	30	1,932	4,293	76	133	148	456	795	270	26	356	262	7,952			
July	31	2,485	5,109	126	122	157	576	1,002	275	52	474	314	9,690			
August	31	2,046	4,949	112	115	124	531	853	293	21	375	338	8,904			
September	30															
October	31															
November	22															
Total	233	8,192	19,659	424	531	618	2,282	3,945	1,200	145	1,859	1,171	36,081			

Passenger Boardings by Time – Spring, Summer, & Fall, 2022:

Gunnison Valley RTA Passengers by Time - Spring, Summer, Fall, 2022										Average Riders per Bus - Spring, Summer, Fall, 2022									
Northbound										Northbound									
	April	May	June	July	Aug	Sept	Oct	Nov	Total		April	May	June	July	Aug	Sept	Oct	Nov	Total
5:30 AM	54	122	204	202	206				788	5:30 AM	2.0	3.9	6.8	6.5	6.6				5.3
6:30 AM	146	190	440	512	460					6:30 AM	5.4	6.1	14.7	16.5	14.8				-
7:00 AM	599	1003	832	882	1,067				4,383	7:00 AM	22.2	32.4	27.7	28.5	34.4				29.2
7:30 AM	320	439	897	1,175	949				3,780	7:30 AM	11.9	14.2	29.9	37.9	30.6				25.2
8:00 AM	290	346	618	694	705				2,653	8:00 AM	10.7	11.2	20.6	22.4	22.7				17.7
8:35 AM	245	294	557	615	482				2,193	8:35 AM	9.1	9.5	18.6	19.8	15.5				14.6
9:35 AM	315	392	554	758	611				2,630	9:35 AM	11.7	12.6	18.5	24.5	19.7				17.5
10:40 AM	236	285	637	695	626				2,479	10:40 AM	8.7	9.2	21.2	22.4	20.2				16.5
12:00 PM	283	300	534	654	551				2,322	12:00 PM	10.5	9.7	17.8	21.1	17.8				15.5
1:05 PM	225	319	554	661	508				2,267	1:05 PM	8.3	10.3	18.5	21.3	16.4				15.1
2:05 PM	331	436	678	668	671				2,784	2:05 PM	12.3	14.1	22.6	21.5	21.6				18.6
3:30 PM	306	392	616	586	509				2,409	3:30 PM	11.3	12.6	20.5	18.9	16.4				16.1
4:05 PM	280	344	418	626	554				2,222	4:05 PM	10.4	11.1	13.9	20.2	17.9				14.8
5:05 PM	267	368	393	463	500				1,991	5:05 PM	9.9	11.9	13.1	14.9	16.1				13.3
6:05 PM	255	265	298	399	375				1,592	6:05 PM	9.4	8.5	9.9	12.9	12.1				10.6
7:05 PM	138	185	286	306	333				1,248	7:05 PM	5.1	6.0	9.5	9.9	10.7				8.3
8:05 PM	136	157	176	257	226				952	8:05 PM	5.0	5.1	5.9	8.3	7.3				6.3
9:10 PM	145	218	223	251	155				992	9:10 PM	5.4	7.0	7.4	8.1	5.0				6.6
10:10 PM	102	99	85	221	135				642	10:10 PM	3.8	3.2	2.8	7.1	4.4				4.3
Total	4,673	6,154	9,000	10,625	9,623				40,075	Total	9.1	10.4	15.8	18.0	16.3				14.1
Southbound										Southbound									
	April	May	June	July	Aug	Sept	Oct	Nov	Total		April	May	June	July	Aug	Sept	Oct	Nov	Total
6:40 AM	193	225	229	263	287				1,197	6:40 AM	7.1	7.3	7.6	8.5	9.3				8.0
7:45 AM	195	243	308	252	258				1,256	7:45 AM	7.2	7.8	10.3	8.1	8.3				8.4
8:15 AM	83	123	121	161	161				649	8:15 AM	3.1	4.0	4.0	5.2	5.2				4.3
8:45 AM	90	125	128	169	135				647	8:45 AM	3.3	4.0	4.3	5.5	4.4				4.3
9:15 AM	80	67	106	136	107				496	9:15 AM	3.0	2.2	3.5	4.4	3.5				3.3
9:50 AM	86	150	193	194	168				791	9:50 AM	3.2	4.8	6.4	6.3	5.4				5.3
11:10 AM	208	284	363	348	422				1,625	11:10 AM	7.7	9.2	12.1	11.2	13.6				10.8
12:15 PM	187	286	309	440	300				1,522	12:15 PM	6.9	9.2	10.3	14.2	9.7				10.1
1:15 PM	243	245	345	534	348				1,715	1:15 PM	9.0	7.9	11.5	17.2	11.2				11.4
2:25 PM	390	480	594	725	686				2,875	2:25 PM	14.4	15.5	19.8	23.4	22.1				19.2
4:15 PM	758	969	1,121	1,171	1,260				5,279	4:15 PM	28.1	31.3	37.4	37.8	40.6				35.2
4:45 PM	242	299	438	585	532				2,096	4:45 PM	9.0	9.6	14.6	18.9	17.2				14.0
5:15 PM	329	501	1,044	1,229	965				4,068	5:15 PM	12.2	16.2	34.8	39.6	31.1				27.1
6:15 PM	275	385	559	659	616				2,494	6:15 PM	10.2	12.4	18.6	21.3	19.9				16.6
7:15 PM	173	239	393	533	436				1,774	7:15 PM	6.4	7.7	13.1	17.2	14.1				11.8
8:20 PM	205	203	326	442	388				1,564	8:20 PM	7.6	6.5	10.9	14.3	12.5				10.4
9:20 PM	197	321	523	581	679				2,301	9:20 PM	7.3	10.4	17.4	18.7	21.9				15.3
10:25 PM	123	169	504	754	618				2,168	10:25 PM	4.6	5.5	16.8	24.3	19.9				14.5
11:25 PM	83	81	348	514	538				1,564	11:25 PM	3.1	2.6	11.6	16.6	17.4				10.4
Total	4,140	5,395	7,952	9,690	8,904				36,081	Total	8.1	9.2	14.0	16.5	15.1				12.7
Overall Total	8,813	11,549	16,952	20,315	18,527				76,156	Overall Total	8.6	9.8	14.9	17.2	15.7				13.4

Spring, Summer, Fall - 2022 GVRTA On-Time Performance

Southbound - Crested Butte 4-Way								
	# of Days	Planned # of Trips	Actual # of Trips	Percentage of Actual Trips				
				Zero to 5 minutes late	Zero to 10 minutes late	Zero to 15 minutes late	More than 15 minutes	Not Tracked
April	27	513	512	95.5%	98.6%	99.6%	0.0%	0.4%
May	31	589	588	94.2%	96.3%	96.4%	0.0%	3.6%
June	30	570	570	90.2%	95.4%	96.8%	0.7%	2.5%
July	31	589	585	89.4%	97.4%	98.1%	0.7%	1.2%
August	31	589	588	88.4%	96.3%	96.9%	0.3%	2.7%
September								
October								
November								
Total	150	2,850	2,843	91.5%	96.8%	97.5%	0.4%	2.1%

Northbound - Spencer and Hwy 135								
	# of Days	Planned # of Trips	Actual # of Trips	Percentage of Actual Trips				
				Zero to 5 minutes late	Zero to 10 minutes late	Zero to 15 minutes late	More than 15 minutes	Not Tracked
April	27	513	509	97.2%	99.4%	99.6%	0.0%	0.4%
May	31	589	588	95.4%	97.1%	98.1%	0.3%	1.5%
June	30	570	569	89.5%	95.1%	96.8%	0.5%	2.6%
July	31	589	585	89.7%	97.3%	98.6%	0.3%	1.0%
August	31	589	589	90.5%	96.6%	97.8%	0.0%	2.2%
September								
October								
November								
Total	150	2,850	2,840	92.4%	97.0%	98.2%	0.2%	1.6%
Average:				91.9%	96.9%	97.9%	0.3%	1.8%

Late/Missed Runs & Incidents – August, 2022

8/01-8/31/2022			
Date	Late run	Missed Runs	Reason/Incidents
8/4/2022	5:05 PM NB, 6:15 PM SB, 7:05 PM NB, 8:20 PM SB	N/A	DRVR STUCK IN TRAFFIC FROM MTJ, 45 MINS LATE START, 2ND LAP 25 MINS LATE, CAUGHT UP 3RD R
8/5/2022	N/A	N/A	DRVR HIT A SMALL DEER-NO TIME TO REACT, NO DELAY
8/9/2022	N/A	10:25 PM SB	BUS WOULD NOT RESTART AT THE TRANSIT CENTER-MECHANIC RETRIEVED BUS THE NEXT DAY
8/15/2022	SEVERAL RUNS, LATEST WAS 7 MINS LATE	N/A	ROAD CONSTRUCTION
8/16/2022	7:30 AM NB, 8:45 AM SB, 9:35 AM NB	N/A	ROAD CONSTRUCTION 16 MINS LATE 1ST LATE LEG, 9 MINS LATE 3RD LATE LEG

2022 Miles per Bus:

Miles / Bus 2022	5311 2017-D	Local 2017-D	DOLA 2017-C	5339 2018-C	SB-228 2019-C	5339 2019-C	5339/VW 2020-C	FASTER 2021-C		Total Bus Miles (odom.)	Total Revenue Miles
Bus #	#504	#505	#506	#503	#502	#501	#500	#507	AEX Buses		
January	10,057	9,528	7,208	7,048	7,094	8,588	8,874	9,632	4,459	72,488	71,759
February	9,855	5,782	5,679	7,452	7,419	8,045	8,760	8,902	2,889	64,783	63,636
March	10,514	9,878	4,642	2,409	9,679	10,579	11,407	10,499	1,203	70,810	70,927
April	2,103	8,311	1,028	362	5,442	6,256	6,984	7,083	3,801	41,370	40,853
May	0	5,739	2,744	5,102	4,772	5,130	6,005	6,244	2,790	38,526	39,057
June	6,565	1,887	3,904	5,147	4,055	5,009	5,591	5,870	2,035	40,063	38,427
July	6,794	2,049	3,605	4,209	4,152	5,619	6,624	6,203	297	39,552	39,333
August	5,603	5,329	3,439	3,876	4,270	5,160	5,564	5,740	731	39,712	39,933
September											
October											
November											
December											
Total	51,491	48,503	32,249	35,605	46,883	54,386	59,809	60,173	18,205	407,304	403,925

2022 Repairs per Bus:

Repairs / Bus 2022	5311 2017-D	Local 2017-D	DOLA 2017-C	5339 2018-C	SB-228 2019-C	5339 2019-C	5339/VW 2020-C	FASTER 2021-C		Inventory & Fleet	Total
Bus #	#504	#505	#506	#503	#502	#501	#500	#507			
January	\$ 1,287	\$ -	\$ 1,071	\$ -	\$ -	\$ 1,166	\$ 756	\$ -		\$ 20,136	\$ 24,416
February	\$ 1,271	\$ 3,755	\$ 665	\$ 1,173	\$ 1,203	\$ 727	\$ -	\$ -		\$ 6,014	\$ 14,808
March	\$ 1,198	\$ 6,055	\$ 2,723	\$ 1,224	\$ 529	\$ 608	\$ 873	\$ 1,692		\$ 20,980	\$ 35,882
April	\$ 4,909	\$ 3,110	\$ 1,374	\$ 7,732	\$ 2,223	\$ 3,784	\$ 2,295	\$ 231		\$ 20,981	\$ 46,639
May	\$ 10,635	\$ 264	\$ 3,165	\$ 6,155	\$ 806	\$ 3,015	\$ 370	\$ 608		\$ 7,760	\$ 32,778
June	\$ 1,123	\$ -	\$ 632	\$ 1,077	\$ 1,126	\$ 375	\$ 1,057	\$ 1,085		\$ 10,797	\$ 17,272
July	\$ 868	\$ 9,052	\$ 737	\$ 6	\$ 33,210	\$ 1,269	\$ 396	\$ 122		\$ 18,605	\$ 64,265
August	\$ 264	\$ 3,754	\$ 1,288	\$ 1,645	\$ 939	\$ 132	\$ -	\$ -		\$ 18,124	\$ 26,146
September											
October											
November											
December											
Total	\$ 21,555	\$ 25,990	\$ 11,655	\$ 19,012	\$ 40,036	\$ 11,076	\$ 5,747	\$ 3,738		\$ 123,397	\$ 262,206

Senior Reports – July, 2022:

Ridership on the RTA Funded Senior Services - 2022										
Month	Gunnison Riders	CB Riders	Total Riders	Gunnison Miles	CB Miles	Total Miles	Gunnison Invoices	CB Invoices	Total Invoices	
January	940	148	1,088	2,492	2,465	4,957	\$ 18,209	\$ 3,950	\$ 22,159	
February	945	75	1,020	3,066	1,264	4,330	\$ 17,970	\$ 2,219	\$ 20,189	
March	1,026	135	1,161	3,078	2,536	5,614	\$ 20,319	\$ 3,985	\$ 24,304	
April	847	170	1,017	2,549	2,496	5,045	\$ 18,350	\$ 4,731	\$ 23,081	
May	899	141	1,040	2,930	1,960	4,890	\$ 20,021	\$ 4,009	\$ 24,030	
June	919	273	1,192	3,734	2,969	6,703	\$ 20,369	\$ 6,317	\$ 26,686	
July	800	187	987	3,320	2,089	5,409	\$ 17,109	\$ 3,799	\$ 20,908	
August										
September										
October										
November										
December										
Total	6,376	1,129	7,505	21,169	15,779	36,948	\$ 132,347	\$ 29,010	\$ 161,357	

**RESOLUTION NO. 2
SERIES 2022**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY, AUTHORIZING THE PURCHASE OF REAL PROPERTY FOR THE USE OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY

WHEREAS, the Gunnison Valley Transportation Authority (“RTA”) is under contract to purchase from Margaret J. Levy, a parcel of real property described as:

Solstice Condominiums, Unit G, 118 Seventh Street, Town of Crested Butte, County of Gunnison, State of Colorado; and

WHEREAS, the RTA has committed to paying the purchase price and closing costs as set forth in the contract; and

WHEREAS, the Commitment for Title Insurance issued to the RTA in connection with the above, contains a requirement that the RTA pass a Resolution authorizing the purchase of the subject property and indicating the name of the officer of the RTA authorized to sign documents and execute instruments affecting title to the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY, that:

- Section 1. The RTA is authorized to purchase the subject property from Margaret J. Levy.
- Section 2. The Board hereby authorizes Scott Truex, Executive Director, to sign all documents necessary to complete the purchase of the aforementioned property, and to execute instruments affecting title to the property.
- Section 3. The RTA hereby authorizes the expenditure of funds necessary to meet the terms and obligations of purchasing said property, and paying closing costs as set forth above.

INTRODUCED, READ, PASSED AND ADOPTED by the RTA, this 16th day of September, 2022.

(SEAL)

Janet Farmer, Chair

Roland Mason, Secretary

MASTER LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this ____ day of _____, 2022, by and between Gunnison Valley Transportation Authority ("RTA") hereinafter known as the "Lessor" and AEX, Inc. ("AEX") hereinafter known as the "Lessee."

WHEREAS, the Lessor desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Lessee desires to lease the Property defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Property.** The Landlord owns property and improvements described as Unit G, Solstice Condominiums located at 118 Seventh Street, Crested Butte, Colorado (the "Premises").
2. **Term.** The term of this Lease shall begin at on _____ and shall run concurrently with the Transportation Services Agreement between the parties dated June 8, 2018.
3. **Rent.** Lessee agrees to pay Lessor rent in monthly installments through a reduction to the monthly invoice it sends to the RTA under the Transportation Services Agreement. Rent shall be calculated as rents received on a monthly basis from sub-tenants of Lessee, minus 10% for management fees to be retained by Lessee.
4. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises, whether on its own or through leases with sub-tenants of lessee and shall indemnify Lessor against any liability or damages on such account.
5. **Quiet Enjoyment.** Upon paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Unless due to Lessor's negligence or unless Lessor has failed to make repairs within a reasonable time after receipt of notice from Lessee, Lessor shall not be liable for injury to persons (including death) or damage to property resulting from steam, gas, electricity, water, rain, or snow that may flow or leak from any part of the Premises or from any pipes, appliances, or plumbing work from the street or subsurface, or from any other place.
6. **Use of Premises and Rent.** The Premises shall be rented by Lessee and used, occupied and rented solely by a qualified employee of Lessee as a private residence. Neither the

Premises nor any part thereof shall be used at any time during the term of this Lease by Lessee or its sub-tenants for the purpose of carrying on any business, profession or trade of any kind. Lessee shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises and the sidewalks connected thereto during the term of this Lease. There shall be no smoking of any substance within the Premises by any person at any time. Failure to adhere to this prohibition shall constitute a default under the terms of this Lease. There shall not be any marijuana grown on the Premises.

6.1 Persons who qualify to lease units, or portions thereof, within the Premises from Lessee are the following:

- a. AEX employees that perform duties as a North Valley Supervisor for the RTA Commuter Bus Service for at least 30 hours per week on average;
- b. AEX employees that meet the Qualified Occupant terms of the Declaration of Occupancy Covenants with Resale Restrictions and Purchase Option dated _____ and recorded on _____, at Reception No. _____.

6.3 Lessee shall rent the unit or portions thereof to its qualified employee utilizing the form of lease attached hereto, including Pet Agreement and Condition of Property forms. Rent shall be \$1,500.00 per month per unit, plus utilities and any phone, cable or internet service desired by a tenant. There shall not be more than one household consisting of 5 members (two adults and three children) or more than 3 unrelated adults in the unit. No employee may sublease or assign their lease. Other terms and conditions are set forth in the required form of lease attached hereto.

7. Maintenance and Repair.

- 7.1 Lessee shall maintain the Premises in a reasonably clean and safe manner. Lessee shall and shall ensure its sub-tenants:
- a) Comply with obligations imposed upon Lessee by applicable provisions of building, health, and housing codes materially affecting health and safety;
 - b) Keep the Premises reasonably clean, safe, and sanitary;
 - c) Dispose of ashes, garbage, rubbish, and other waste from the Premises in a clean, safe, sanitary, and legally compliant manner;
 - d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the Premises;
 - e) Require persons in the Premises to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' property;
 - f) Promptly notify Lessor if the Premises is uninhabitable as defined in Section 24 below or if there is a condition that could result In the Premises becoming uninhabitable if not remedied; and
 - g) Maintain the lawn area, remove snow, and make minor interior and exterior (day-to-day wear and tear or damage) repairs to the Premises.

Lessee shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person within Lessee's control to do so.

- 7.2. Lessor shall be responsible for maintaining casualty and comprehensive liability insurance on the Premises, as well as the maintenance and repair of all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises. More specifically:
- a) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of end of useful life;
 - b) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces or acts of God, or by fire not caused by Lessee or its sub-tenants; and
 - c) any repairs, improvements, or maintenance that are required by applicable state and local laws, ordinances, rules, and regulations. Notwithstanding the foregoing provisions of the Lease, if repairs, replacements, restorations, or maintenance have been necessitated by Lessee's intentional, reckless, or negligent use, misconduct, or abuse of the Premises, improvements, or systems then Lessee shall be responsible for the cost and expense for repairs, improvements, or maintenance occasioned by such acts or omissions.
8. **Alteration and Improvements.** Lessee shall make no alterations to the buildings on the Premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the Premises by Lessee, with the exception of fixtures removable without damage to the Premises and moveable personal property, shall, unless otherwise provided by written agreement between the Lessor and Lessee, be the property of Lessor and remain on the Premises at the expiration or earlier termination of this Lease, and if any improvement or fixture is removed pursuant to a written agreement between Lessor and Lessee, Lessee shall, after removal, restore the Premises to their condition prior to the installation of the improvement or fixture.
9. **Damage to Premises.** If the Premises, or any part thereof, shall be damaged by fire or other casualty not due to negligence or willful act of Lessee, its sub-tenants, agents, or visitors, and Lessor shall decide to rebuild or repair the Premises, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been uninhabitable. If the Premises should be damaged other than by negligence or willful act of Lessee, its sub-tenants, agents, or visitors and Landlord shall decide not to rebuild or repair, the term of this Lease shall end, and the rent shall be prorated up to the time of the damage.
10. **Dangerous Materials.** Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the

danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **Right of Entry.** Lessor and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises, or for making any repairs or alterations thereto that Lessor deems necessary or desirable.

12. **Lessee's Covenants.** Lessee also covenants and agrees as follows:

12.1. To use the Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the City and the County in which the Premises are located, and all police, fire, and sanitary regulations imposed by any municipal, state, or federal authority, either now in force or hereafter enacted, and for no improper or questionable purposes whatsoever;

12.2. Lessee shall require its tenants to maintain hazard insurance covering damage to its tenant's personal property, and Lessor shall have no liability for damage to Lessee's tenants' personal property from whatever cause.

13. **Holdover by Lessee.** Should Lessee remain in possession of the Premises after the expiration of the term of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminable on ten (10) days' written notice served by either Lessor or Lessee on the other party.

14. **Surrender of Premises.** At the expiration of the Lease term, Lessor shall quit and surrender the Premises in good repair and condition, reasonable use and wear thereof and any damages by the elements excepted. Lessor shall surrender the keys given to Lessor for exterior doors to the Premises.

15. **Abandonment.** If at any time during the term of this Lease Lessee abandons the Premises, Lessor may at its option enter the Premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that had been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and net rent for such period realized by Lessor by means of such reletting.

16. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance or compliance with any other term or condition hereof, Lessor may reenter the Premises and remove all persons

therefrom, and either sue Lessee for damages for breach of its obligations under this Lease, or without terminating this Lease, relet the Premises on such conditions as Lessor may deem best, collect and receive the rent therefor, in which event, the rents received shall be applied first to the expenses of repossession, reletting, and collection, alteration costs, and expenses of preparing the Premises for reletting, and thereafter toward payment of the rental and of any other amounts payable by Lessee to Lessor. In no event shall Lessor be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. If the sum realized upon reletting shall not be sufficient to pay Lessee's obligations hereunder, Lessee will pay to Lessor any such deficiency as it accrues. No reentry of the Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is mailed to Lessee at Lessee's last known address. The enumeration of the foregoing remedies does not exclude any other remedy, but all remedies are cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within three days of receipt of such notice, Lessee has corrected the default or breach.

17. Notice to Lessor. Lessee agrees to give Lessor prompt written notice of any condition of the Premises that Lessee believes requires repair or maintenance or that Lessee believes renders the Premises uninhabitable or dangerous or hazardous to the life, health, or safety of the occupants of the Premises.

18. Warranty of Habitability. Lessor warrants that the Premises are fit for human habitation. Lessor shall be deemed to breach this warranty in the event that:

- 18.1. The Premises is uninhabitable as described in Section 24 below (or in §38-12-505, C.R.S., as it may be amended) or otherwise unfit for human habitation; and
- 18.2. The Premises is in a condition that is materially dangerous or hazardous to the Tenant's life, health, or safety; and
- 18.3. The Lessor has received written notice of the condition described above in subsections 23.1 or 23.2 and has failed to cure the problem within a reasonable time,

19. Uninhabitable Residential Premises.

- 19.1. Section 38-12-505(1), C.R.S., provides that the Premises is deemed uninhabitable if it substantially lacks any of the following characteristics:
 - a) Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
 - b) Plumbing or gas facilities that conformed to applicable law in *effect* at the time of installation and that are maintained in good working order;
 - c) Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
 - d) Functioning heating facilities that conformed to applicable law at the time of

- installation and that are maintained in good working order;
- e) Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
 - f) Common areas and areas under the control of the Lessor that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;
 - g) Appropriate extermination in response to the infestation of rodents or vermin throughout the Premises;
 - h) An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
 - i) Floors, stairways, and railings maintained in good repair;
 - j) Locks on exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or
 - k) Compliance with all applicable building, housing, and health codes, which, if violated, would constitute a condition that is dangerous or hazardous to life, health, or safety.
- 19.2. If the Premises include areas used by Lessee and other occupants of Lessor's property ("Common Area"), no deficiency in the Common Area renders the Premises uninhabitable as set forth in section 38-12-505, C.R.S., unless it materially and substantially limits the use of the portion of the Premises under Lessee's control.
- 19.3. Notwithstanding the foregoing, when any condition described above is caused by misconduct of the Lessee, a tenant of Lessee, or the household, guest, or invitee of a tenant, or a person under a tenant's direction or control, the condition shall not constitute a breach of Lessor's warranty of habitability. It shall not be misconduct by a victim of domestic violence or domestic abuse, if the condition is the result of domestic violence or domestic abuse, and the Lessor has been given written notice and evidence of domestic violence or domestic abuse as described in section 38-12-402(2)(a), C.R.S.

20. Miscellaneous.

- 20.1. The covenants and conditions herein contained shall apply to and bind the heirs, personal representatives, successors, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.
- 20.2. This Lease is the entire agreement of the parties hereto and may not be modified except by their written agreement.
- 20.3. In case of any violation of this Lease by Lessee wherein Lessor engages an attorney to enforce this Lease, Lessee shall be liable for such reasonable attorney's fees that may be incurred by Lessor.
- 20.4. Wherever required by the context, the singular number and the plural number shall each be deemed to include the other, and the masculine, neuter and feminine genders shall each be deemed to include the other genders.
- 20.5. This Lease shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Lease on this ___ day of _____, 2022.

LESSOR:
Gunnison Valley Transportation Authority

LESSEE:
AEX, Inc.

By:

By:

Attest:

LEASE AGREEMENT

AEX, Inc., ("Landlord") and _____ ("Tenant" }, agree as follows:

1. **Premises.** Landlord, for and in consideration of the rents to be paid herein and the covenants, agreements, and conditions hereinafter listed to be kept and performed by Tenant, by these presents does demise and lease unto the Tenant, and the Tenant does hereby take and hire from the Landlord for the term and upon the terms and conditions hereinafter set forth, real property described as follows: Unit G, Solstice Condominiums located at 118 Seventh Street, Crested Butte, Colorado (the "Premises").
2. **Term.** The term of this Lease shall begin at on _____, and shall be a _____-month lease with an end date on _____. The Landlord or Tenant may terminate the lease at the end of each month with proper notice written and received by the other party at least thirty days before the last day of the rental month.

This lease may be optionally renewed as a month to-month lease beginning _____, upon written notice from the Tenant, provided the Premises is not needed by another employee. If the lease is renewed as a month-to-month lease, the Landlord or Tenant may terminate the lease at the end of the month with proper notice written and received by the other party at least ten days before the last day of the rental month.

3. **Rent.** Tenant agrees to pay Landlord rental in monthly installments of \$1,500.00 per month in advance, on or before 12:00 o'clock noon, on the sixth (6th) day of each calendar month, without notice. The first rental payment for _____ shall be due by _____ calculated at \$ _____.
4. Payments shall be made at _____, Gunnison, Colorado, without notice. Any payment not received by the 6th of the month shall be subject to a \$20.00 late fee. The rent payable under this Lease is a joint and several obligation of all tenants on the Lease, meaning each person individually is responsible for the full payment of the rent each month, and if rent is unpaid and collection becomes necessary, Landlord may seek the full amount due from each tenant until such time as the obligation is paid.
5. **Security Deposit.** Upon execution of this Lease, Tenant deposits with Landlord \$1,500.00, receipt of which is acknowledged by Landlord, and which shall be retained by Landlord as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance of all the terms, conditions, and covenants of this Lease. If at any time during the term of this Lease Tenant shall be in default in the performance of any of the provisions of this Lease, Landlord shall have the right to use said deposit or so much thereof as necessary in payment of any rental in default and in payment of any damages sustained by Landlord on the Premises, except due to normal wear and tear, and in payment of any cleaning that must be done if the Premises are

not left clean. Within sixty (60) days after termination of this Lease, or after Tenant vacates the Premises, whichever occurs last, Landlord shall mail to Tenant at Tenant's last known address a written statement listing the exact reasons for the retention of any portion of the security deposit, together with so much of the security deposit, without interest, as has not been retained by Landlord. The security deposit may be applied to rent due under this Lease only at Landlord's option.

6. **Animals.** Tenant shall keep no domestic or other animals on or about the Premises without the prior written consent of Landlord. If consent is provided, a separate pet deposit shall be paid as set forth in the Pet Agreement.
7. **Utilities.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises and shall Indemnify Landlord against any liability or damages on such account.
8. **Quiet Enjoyment.** Upon paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Unless due to Landlord's negligence or unless Landlord has failed to make repairs within a reasonable time after receipt of notice from Tenant, Landlord shall not be liable for injury to person (including death) or damage to property resulting from steam, gas, electricity, water, rain, or snow that may flow or leak from any part of the Premises or from any pipes, appliances, or plumbing work from the street or subsurface, or from any other place.
9. **Use of Premises.** The Premises shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession or trade of any kind. Tenant shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises and the sidewalks connected thereto during the term of this Lease. There shall be no smoking of any substance within the Unit by any person at any time. Failure to adhere to this prohibition shall constitute a default under the terms of this Lease. There shall not be any marijuana grown on the premises.
10. **Condition of the Premises.** Tenant has examined the Premises, including the immediate grounds surrounding the Premises, and agrees that they are, at the time of this Lease, in good order and repair and in a safe, clean and habitable condition. Tenant and Landlord have executed a Condition of Rental Property Checklist dated _____, which is attached hereto. The condition on departure will also be completed at lease termination.

11. Maintenance and Repair.

- 11.1. Tenant shall use the portion of the Premises under Tenant's control in a reasonably clean and safe manner. Tenant falls to maintain the Premises in a reasonably clean and safe manner when the Tenant substantially fails to:
 - a) Comply with obligations imposed upon Tenant by applicable provisions of building, health, and housing codes materially affecting health and safety;

- b) Keep the Premises reasonably clean, safe, and sanitary as permitted by the conditions of the Premises;
- c) Dispose of ashes, garbage, rubbish, and other waste from the Premises in a clean, safe, sanitary, and legally compliant manner;
- d) Use In a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air- conditioning, elevators, and other facilities and appliances in the Premises;
- e) Conduct himself or herself and require other persons in the Premises within the Tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' property; or
- f) Promptly notify Landlord if the Premises is uninhabitable as defined in Section 24 below or if there is a condition that could result In the Premises' becoming uninhabitable if not remedied.

Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person within Tenant's control to do so.

11.2. Landlord shall be responsible for the maintenance and repair of all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises. More specifically,

- a) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear;
- b) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces or acts of God, or by fire not caused by Tenant; and
- c) any repairs, improvements, or maintenance that are required by applicable state and local laws, ordinances, rules, and regulations. Notwithstanding the foregoing provisions of the Lease, if repairs, replacements, restorations, or maintenance have been necessitated by Tenant's intentional, reckless, or negligent use, misconduct, or abuse of the Premises, improvements, or systems then Tenant shall be responsible for the cost and expense for repairs, improvements, or maintenance occasioned by such acts or omissions,

Tenant shall be responsible for all day-to-day repairs, maintenance and cleaning of the interior of the Premises, including the immediate yard area surrounding the Premises.

11.3. If the parties agree in a separate writing for the Tenant to be responsible for certain repairs and maintenance beyond those articulated to be Tenant's responsibility in Section 9.1 above, then the responsibilities of the Landlord as set forth in Section 9.2 shall be modified accordingly.

12. Alteration and Improvements. Tenant shall make no alterations to the buildings on the Premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and moveable²⁹

personal property, shall, unless otherwise provided by written agreement between the Landlord and Tenant, be the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease, and if any improvement or fixture is removed pursuant to a written agreement between Landlord and Tenant, Tenant shall, after removal, restore the Premises to their condition prior to the installation of the improvement or fixture.

13. Damage to Premises. If the Premises, or any part thereof, shall be damaged by fire or other casualty not due to negligence or willful act of Tenant, their family, agent, or visitor, and Landlord shall decide to rebuild or repair the Premises, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been uninhabitable. If the Premises should be damaged other than by negligence or willful act of Tenant, family, agent, or visitor and Landlord shall decide not to rebuild or repair, the term of this Lease shall end, and the rent shall be prorated up to the time of the damage.

14. Dangerous Materials. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

14. Right of Entry. Landlord and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises, for making any repairs or alterations thereto that Landlord deems necessary or desirable, or to show the Premises to any prospective tenant or purchaser.

15. Tenant's Covenants. Tenant also covenants and agrees as follows:

15.1. To use the Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the City and the County in which the Premises are located, and all police, fire, and sanitary regulations imposed by any municipal, state, or federal authority, either now in force or hereafter enacted, and for no improper or questionable purposes whatsoever;

15.2. To keep no roomers, boarders, or long-term guests, without the prior written consent of Landlord;

15.3. To place no additional or change any locks upon any doors of the Premises;

15.4. Not to commit, permit, or suffer any objectionable or disorderly conduct, noise, or nuisance whatsoever about the Premises on the part of Tenant or on the part of members of his family or guests;

15.5. That this Lease shall be subject and subordinate at all times to the lien of all existing mortgages and trust deeds and all mortgages and trust deeds that hereafter may be made a lien on the Premises, and to execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages or trust deeds as shall be desired by any mortgagee, and further hereby appoints Landlord his attorney-in-fact, irrevocably, to execute any such instrument for Tenant;

15.6. Not to install or permit to be installed on the Premises any waterbed or mattress,³⁰ or any other form of water-filled furniture;

- 15.7. To remove all personal property from the Premises upon termination of this Lease, and if Tenant shall have vacated the Premises, or if the rent shall remain unpaid for fifteen (15) days after the same is due and Landlord cannot locate Tenant after reasonable effort, any personal property remaining on the Premises shall be conclusively presumed to have been abandoned by Tenant, and Landlord may treat said property as his own, or may dispose of said property in any manner whatsoever, without liability or accountability to Tenant.
- 15.8. Tenant shall maintain hazard insurance covering damage to Tenant's personal property, and Landlord shall have no liability for damage to Tenant's personal property from whatever cause.
16. **Display of Signs.** Landlord reserves the privilege of displaying on the Premises "For Rent" signs.
17. **Holdover by Tenant.** Should Tenant remain in possession of the Premises after the expiration of the term of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminable on ten (10) days' written notice served by either Landlord or Tenant on the other party.
18. **Surrender of Premises.** At the expiration of the Lease term, Tenant shall quit and surrender the Premises in good repair and condition, reasonable use and wear thereof and any damages by the elements excepted. Tenant shall surrender the keys given to Tenant for exterior doors to the Premises.
19. **Abandonment.** If at any time during the term of this Lease Tenant abandons the Premises, Landlord may at his option enter the Premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that had been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and net rent for such period realized by Landlord by means of such reletting.
20. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance or compliance with any other term or condition hereof, Landlord may reenter the Premises and remove all persons therefrom, and either sue Tenant for damages for breach of his obligations under this Lease, or without terminating this Lease, relet the Premises on such conditions as Landlord may deem best, collect and receive the rent therefor, in which event, the rents received shall be applied first to the expenses of repossession, reletting, and collection, alteration costs, and expenses of preparing the Premises for reletting, and thereafter toward payment of the rental and of any other amounts payable by Tenant to Landlord. In no event shall Landlord be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting.³¹ If the sum realized upon reletting shall not be sufficient to pay Tenant's obligations

hereunder, Tenant will pay to Landlord any such deficiency as it accrues. No reentry of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is mailed to Tenant at Tenant's last known address. The enumeration of the foregoing remedies does not exclude any other remedy, but all remedies are cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within three days of receipt of such notice, Tenant has corrected the default or breach.

21. Assignment and Subletting. No assignment of this Lease or sublet of the Premises or any part thereof is allowed.

22. Notice to Landlord. Tenant agrees to give Landlord prompt written notice of any condition of the Premises that Tenant believes requires repair or maintenance or that Tenant believes renders the Premises uninhabitable or dangerous or hazardous to the life, health, or safety of the occupants of the Premises.

23. Warranty of Habitability. Landlord warrants that the Premises are fit for human habitation. Landlord shall be deemed to breach this warranty in the event that:

- 23.1. The Premises is uninhabitable as described in Section 24 below (or in §38-12-505, C.R.S., as it may be amended) or otherwise unfit for human habitation; and
- 23.2. The Premises is in a condition that is materially dangerous or hazardous to the Tenant's life, health, or safety; and
- 23.3. The Landlord has received written notice of the condition described above in subsections 23.1 or 23.2 and has failed to cure the problem within a reasonable time.

24. Uninhabitable Residential Premises.

- 24.1. Section 38-12-505(1), C.R.S., provides that the Premises is deemed uninhabitable if it substantially lacks any of the following characteristics:
 - a) Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
 - b) Plumbing or gas facilities that conformed to applicable law in *effect* at the time of installation and that are maintained in good working order;
 - c) Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
 - d) Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;
 - e) Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
 - f) Common areas and areas under the control of the Landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;
 - g) Appropriate extermination in response to the infestation of rodents or vermin.

throughout the Residential Premises;

- h) An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;
 - i) Floors, stairways, and railings maintained in good repair;
 - j) Locks on an exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or
 - k) Compliance with all applicable building, housing, and health codes, which, if violated, would constitute a condition that is dangerous or hazardous to Tenant's life, health, or safety.
- 24.2. If the Premises Include areas used by Tenant and other occupants of Landlord's property ("Common Area"), no deficiency in the Common Area renders the Premises uninhabitable as set forth in section 38-12-505, C.R.S., unless It materially and substantially limits the Tenant's use of the portion of the Premises under Tenant's control.
- 24.3. Notwithstanding the foregoing, when any condition described above is caused by misconduct of the Tenant, a member of the Tenant's household, a guest, or invitee of the Tenant, or a person under the Tenant's direction or control, the condition shall not constitute a breach of Landlord's warranty of habitability. It shall not be misconduct by a victim of domestic violence or domestic abuse, if the condition is the result of domestic violence or domestic abuse, and the Landlord has been given written notice and evidence of domestic violence or domestic abuse as described in section 38-12-402(2)(a), C.R.S.

25. Miscellaneous.

- 25.1. The covenants and conditions herein contained shall apply to and bind the heirs, personal representatives, successors, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.
- 25.2. This Lease is the entire agreement of the parties hereto and may not be modified except by their written agreement.
- 25.3. In case of any violation of this Lease by Tenant wherein Landlord engages an attorney to enforce this Lease, Tenant shall be liable for such reasonable attorney's fees that may be incurred by Landlord.
- 25.4. Wherever required by the context, the singular number and the plural number shall each be deemed to include the other, and the masculine, neuter and feminine genders shall each be deemed to include the other genders.
- 25.5. This Lease shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Lease on _____, 2022.

LANDLORD:
AEX, INC.

TENANT(S):

By: _____

By: _____

By: _____

By: _____

PET AGREEMENT

This agreement is attached to and is part of the Lease Agreement.
Tenant desires to keep the following described pet(s):

Type:
Breed:
Age:
Weight:
Name:
City License No.:

in the Premises they occupy under the Lease Agreement.

Because this agreement specifically prohibits keeping pets without the Landlord's permission, Tenant agrees to the following terms and conditions in exchange for their written consent:

- 1) Tenant agrees that they are solely responsible for the maintenance of the above-described pet, and agrees to keep their pet under control at all times.
- 2) Tenant agrees to adhere to local ordinances, including leash and licensing requirements.
- 3) Tenant agrees to clean up after their pet and to dispose of their pet's waste properly and quickly.
- 4) Tenant agrees not to leave food or water for their pet or any other animal outside their dwelling where it may attract other animals.
- 5) Tenant agrees to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made.
- 6) Tenant agrees to provide their pet with a City of Gunnison registration tag, as applicable.
- 7) Tenant agrees to immediately pay for any damage, loss, or expense caused by their pet, and in addition, they will add \$150 per pet to their security deposit, which may be used for cleaning, repairs or delinquent rent when Tenant vacates. This added deposit, or what remains of it when pet damages have been assessed, will be returned to Tenant after they have proved that they no longer keep this pet or have vacated the premises according to the Lease Agreement terms.
- 8) Tenant agrees to pay for pest infestation services resulting from pets allowed in the property by tenant after termination of occupancy, if necessary.
- 9) Tenant agrees that this Agreement applies only to the specific pet(s) described above and that no other pet may be substituted.
- 10) Tenant agrees that the Owners reserve the right to revoke permission to keep the pet should the Tenant break this agreement. Tenant will be given 3 days to remove the pet from the premises.

Condition of Rental Property Checklist

Instructions: Tenant(s) complete(s) this checklist within three days of moving in and tenant(s) and landlord or manager review property and completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. Tenant(s) and landlord or manager uses the move-in checklist during the pre-move out inspection and again when determining if any of the tenant's deposit will be retained for cleaning or repairs after move-out. BE SPECIFIC and DETAILED when filling out the checklist.

Landlord/Manager Name (print) _____

Tenant Name (print) _____

Tenant Name (print) _____

Tenant Name (print) _____

ITEM	CONDITION UPON ARRIVAL	CONDITION ON DEPARTURE
Living / Dining Room		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Windows& Screen(s)		
Window Coverings		
Smoke Alarm		
Carbon Monoxide Alarm		
Kitchen		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Windows& Screen(s)		
Window Coverings		
Cabinets and Drawers		
Counters		
Stove / Burners / Controls		
Oven / Range hood / Fan		
Refrigerator		
Dishwasher		
Sink & Plumbing		
Garbage Disposal		
Fire Extingusher		

ITEM

CONDITION
UPON ARRIVAL

CONDITION
ON DEPARTURE

Downstairs Bathroom		
Floor & Floor Covering		
Walls & Ceiling		
Door		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Cabinets and Drawers		
Counters		
Toilet		
Sink & Plumbing		

Upstairs Bathroom		
Floor & Floor Covering		
Walls & Ceiling		
Door		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Cabinets and Drawers		
Counters		
Toilet		
Sink & Plumbing		
Bathtub & Shower		

North Bedroom		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Windows& Screen(s)		
Window Coverings		
Smoke Alarm		
Carbon Monoxide Alarm		

South Bedroom		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Windows& Screen(s)		
Window Coverings		
Smoke Alarm		
Carbon Monoxide Alarm		

ITEM	CONDITION UPON ARRIVAL	CONDITION ON DEPARTURE
Upstairs office/storage Room		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Windows& Screen(s)		
Window Coverings		
Smoke Alarm		
Carbon Monoxide Alarm		
Laundry and upstairs hallway		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Lighting Fixture(s)		
Windows& Screen(s)		
Window Coverings		
Smoke Alarm		
Carbon Monoxide Alarm		
Other		
Heating System		
Stairs		
Hallways		
North Entry		
North Entry Storage Area		
South Entry & Deck		
Parking Area		
Other		
Other		

of Keys Received: _____

Tenants acknowledge that all smoke alarms and carbon monoxide alarms were tested in their presence and found to be in working order, and that the testing procedure was explained to them, and that all fire extinguishers were charged and that the location of fire extinguishers was shown to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing.

Comments:

Move in Inspection Date: _____

Owner/Agent Signature

Tenant Signature

Tenant Signature

Tenant Signature

Move out Inspection Date: _____

Owner/Agent Signature

Tenant Signature

Tenant Signature

Tenant Signature

AGREEMENT

THIS AGREEMENT (this Agreement) made effective January 1, 2023 is by and between the Gunnison Valley Transportation Authority (GVRTA), Gunnison, Colorado, and Social Firekeeper, LLC a Colorado Limited Liability Company (SOCIAL FIREKEEPER).

RECITALS

SOCIAL FIREKEEPER provides the services of Leia Morrison (the Services); The GVRTA desires to engage SOCIAL FIREKEEPER to provide the Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated as provided herein.

SCOPE OF SERVICES.

SOCIAL FIREKEEPER shall provide to the GVRTA the services of Morrison for the purposes of performing the duties of Special Projects Manager and Assistant to the Executive Director for the GVRTA as described in the attached Position Description (Exhibit A). Morrison shall perform the duties of Special Projects Manager and Assistant to the Executive Director for the GVRTA solely as directed by the Executive Director of the GVRTA. SOCIAL FIREKEEPER shall also provide office space, telephones, computers, office equipment, and internet access for Morrison's use. All of the above shall be referred to as "services".

COMPENSATION.

- (a) Morrison is not, and shall not be construed to be, an employee of GVRTA; at all times while Morrison provides services to GVRTA, she is and shall be an employee of SOCIAL FIREKEEPER.
- (b) Neither SOCIAL FIREKEEPER nor Morrison shall be considered to be employees of GVRTA and shall at all times be independent contractors.
- (c) In exchange for these Services, the GVRTA shall pay SOCIAL FIREKEEPER \$2,900.00 monthly during the first twelve months of the contract period and

\$3,050.00 during the second twelve months of the contract period (the Compensation); SOCIAL FIREKEEPER shall invoice the GVRTA 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.

- (d) The Compensation set forth in (c) above, is intended to fully compensate SOCIAL FIREKEEPER for all of the services including all compensation for Morrison, and all other charges, expenses, overhead, payroll costs, and employee benefits, except as specifically set forth herein.
- (e) The GVRTA shall reimburse SOCIAL FIREKEEPER for any travel expenses incurred by Morrison required for her performance as Special Projects Manager and Assistant to the Executive Director of the GVRTA.
- (f) SOCIAL FIREKEEPER will determine and be responsible to pay compensation for Morrison, including any salary, vacation time, health insurance, retirement benefits, workmen's compensation, and other benefits that SOCIAL FIREKEEPER may determine to be appropriate, and pay Morrison accordingly.

INDEMNIFICATION.

- (a) SOCIAL FIREKEEPER agrees to indemnify, defend and hold harmless the Gunnison Valley Transportation Authority, Gunnison, Colorado, its partners, officers, directors, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorneys' fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of SOCIAL FIREKEEPER or her employees or sub-consultants.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

TERM, RENEWAL, AND TERMINATION.

This Agreement shall run for a period of twenty-four months starting January 1, 2021 and ending December 31, 2022. 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 GVRTA. During the first six months of this agreement, either party shall have the right to terminate this Agreement at any time, with or without cause, upon five (5) days prior written notice to the other. During the remainder of the agreement, 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.

ILLEGAL ALIEN ADDENDUM.

The Illegal Alien Addendum, attached hereto as Exhibit B, is incorporated herein by this reference. SOCIAL FIREKEEPER is the Contractor and GVRTA is the Owner for purposes of the Illegal Alien Addendum.

INSURANCE.

SOCIAL FIREKEEPER agrees that at all times during the term of this agreement, SOCIAL FIREKEEPER shall cause Morrison to carry and maintain in full force and effect and at Morrison's sole cost and expense, comprehensive automobile liability insurance on all vehicles used in the performance of this agreement in the amount of \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury and property damage.

NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

If to SOCIAL FIREKEEPER:
SOCIAL FIREKEEPER, LLC
c/o Leia Morrison
602 N. Boulevard St.
Gunnison, Colorado, 81230

If to GVRTA:
Scott Truex
Gunnison Valley Transportation Authority
P.O. Box 1911
Crested Butte, CO 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

ENTIRE AGREEMENT.

This written Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed

hereunder. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

APPLICABLE LAW.

This Agreement is entered into at Gunnison County, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation of enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

INVALIDITY OR INAPPLICABILITY.

If any term, provision or paragraph of this Agreement, or the application thereof, be invalid or unenforceable, the remainder of the Agreement or the application of such terms, provisions and paragraphs other than that which is held to be invalid or unenforceable, shall not be effected thereby and each of the remaining terms, provisions and paragraphs of the Agreement shall be valid and enforceable to the extent permitted by law.

BINDING AGREEMENT.

This Agreement and the terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto upon approval of the parties, representatively.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

SOCIAL FIREKEEPER, LLC

Date

By: _____
Leia Morrison
Managing Member

GUNNISON VALLEY
TRANSPORTATION
AUTHORITY

Date

By: _____
Janet R. Farmer
Chair of the Board of Directors



Exhibit A: Position Description

GVRTA Special Projects Manager and Assistant to the Executive Director

Title: Special Projects Manager and Assistant to the Executive Director

Organization: Gunnison Valley Rural Transportation Authority

Position Hours: Part time independent contractor – flexible hours

General Purposes: Attends GVRTA Board meetings and Air Command meetings in order to have a full understanding of GVRTA programs in ground, air and senior transportation. Manages GVRTA Capital Projects under the direction of the Executive Director. Assists the Executive director in day to day activities of the GVRTA as needed. Is the public outreach point person for the GVRTA. Attends public meetings, meetings of non-profits, business groups, and other community organizations to communicate and explain the successes and challenges of the GVRTA programs. Identifies influential individuals in the community and communicates the mission and activities of the GVRTA to them.

Essential Duties and Responsibilities:

- Attends all GVRTA Board and Air Command meetings.
- Takes minutes of GVRTA Board meetings and notes on Air Command and other committee meetings.
- Assists Executive Director as requested with:
 - Managing GVRTA capital projects including construction projects
 - Drafting contracts, bid documents, and RFPs
 - Selection of engineers and contractors for GVRTA capital projects
 - Soliciting quotes and bids from contractors for maintenance of GVRTA facilities
 - Budget preparation
 - Procurement of GVRTA assets
 - Ongoing research
 - GPS software and bus schedule updates
 - E-Newsletter preparations
 - Other duties as requested
- Is conversant in all aspects of GVRTA activities, challenges, and successes.
- Is an advocate for GVRTA programs throughout the community
- Creates PowerPoint, Word and Excel documents and handouts for community presentations.
- Sets up, manages and keeps recordings of GVRTA online Zoom meetings
- Keeps GVRTA website up to date
- Manages GVRTA social media
- Oversees GVRTA facilities maintenance program

Requirements:

- Provides own computer, phone, and office space
- Is a contractor and not a GVRTA employee
 - Invoices GVRTA monthly per contract
 - Reimbursed for expenses and mileage on personal vehicle
 - Must live in Gunnison County

Exhibit B: Illegal Alien Addendum

ILLEGAL ALIEN ADDENDUM REQUIRED IN ALL PUBLIC CONTRACTS FOR SERVICES BY C.R.S. §8-17.5-101, ET. SEQ.

a. By its signature on this Agreement, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, the Contractor has participated or attempted to participate in the E-Verify program (“E-Verify Program”) created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security, and the Social Security Administration or the Department Program (Department Program) established pursuant to §8-17.5-102(5)(c), C.R.S.

b. Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

c. Contractor has confirmed or attempted to confirm through participation in the E-Verify or Department Program the employment eligibility of all employees who are newly hired for employment in the United States.

d. Contractor shall not use E-Verify or Department Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-101(5).

g. If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this Agreement) made effective January 1, 2023 is by and between the Gunnison Valley Transportation Authority Gunnison, Colorado (“RTA”) and Airplanners LLC, a Colorado limited liability company (Consultant).

RECITALS

Consultant provides professional consulting services regarding marketing matters through its employee Kent Myers and/or Bill Tomcich (the Services); The RTA desires to engage Consultant to provide the Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2024, unless sooner terminated as provided herein.

SCOPE OF SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultants’ profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Consultant acknowledges that this is a non-exclusive Agreement, and the RTA may contract with other providers able to furnish the same or similar services, as it deems appropriate to do so.

COMPENSATION AND EXPENSES.

- (a) In exchange for Consultant’s performance of the Services, during the Term, the RTA shall pay consultant \$7,000.00 monthly during the first twelve months of the Term and \$8,000.00 monthly during the second twelve months of the Term (the Compensation); the Compensation shall be paid on or before the tenth day of each month.
- (b) The Compensation shall compensate Consultant for all charges, expenses, overhead, payroll costs, employee benefits, insurance, subsistence, and profits, except as specifically set forth herein. Notwithstanding the above, Consultant shall be reimbursed for reasonable and typical out-of-pocket traveling expenses, including but

not limited to mileage, airline travel, hotel and entertainment, provided such are directly associated with performance of the Services and provided further, that such expenses are incurred and submitted according to the RTA's standard policies. Any other expense exceeding \$200 must have prior written approval in order to be reimbursed.

INDEMNIFICATION.

- (a) Consultant agrees to indemnify, defend and hold harmless the RTA , its partners, officers, directors, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorneys' fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Consultant or his employees or sub-consultants.
- (b) The RTA agrees to indemnify, defend and hold harmless Consultant of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorneys' fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind cause by the misconduct or negligent acts, error or omissions of the RTA , its partners, officers, directors or employees, in connection with this Agreement. The parties shall not interpret this provision as a waiver of governmental immunity.
- (c) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

INSURANCE.

Consultant agrees that at all times during the Term of this Agreement, Consultant shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies: (a) comprehensive automobile liability insurance on all vehicles used in the Services, in an amount of \$300,000 combined single limits for bodily injury and property damage, per occurrence, naming the RTA as an additional insured; and (b) Consultant agrees to provide the RTA with certificates of insurance evidencing the policies listed above upon execution of this Agreement.

TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without

cause, upon thirty (30) days prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for Services performed prior to the date of termination, provided such Services are reasonably satisfactory to the RTA.

DELEGATION AND ASSIGNMENT.

This is a personal services contract with the sole member of Consultant, Kent Myers, and, therefore, Consultant shall not delegate or assign its duties under this Agreement without the prior written consent of the RTA. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

ILLEGAL ALIEN ADDENDUM.

The Illegal Alien Addendum, attached hereto as Exhibit B, is incorporated herein by this reference. Consultant is the Contractor, and the RTA is the Owner for purposes of the Illegal Alien Addendum.

NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

If to: Scott Truex, Director
Gunnison Valley Transportation Authority
P. O. Box 39
Crested Butte, Colorado 81224

With a copy to:

Board of Directors
Gunnison Valley Transportation Authority
P. O. Box 39
Crested Butte, Colorado 81224

If to Consultant:

Bill Tomcich
Airplanners LLC
108 Castle View Drive
Basalt, CO 81621
bill@airplanners.net
Phone: 970 927 4612
Cell: 970 471 0320

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent consultant and not as an agent, partner, joint venture or employee of the RTA . Consultant does not have any authority to bind the RTA in any manner.

(b) CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS NOT ENTITLED TO: (i) UNEMPLOYMENT INSURANCE BENEFITS; OR (ii) WORKERS COMPENSATION COVERAGE, FROM GUNNISON VALLEY TRANSPORTATION AUTHORITY. FURTHER, CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS PAID IT RELATED TO THE SERVICES.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

CONFIDENTIALITY.

During the Term of this Agreement and thereafter, Consultant shall hold in trust and confidence confidential information, which includes, but is not limited to, financial, technical and other business information relating to RTA products, services or inventions, research and development, employee skills and salaries, customers, marketing and current and future business plans.

MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney's fees.

GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the District Court of Gunnison County, Colorado.

COUNTERPARTS; FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

AIRPLANNERS LLC

Date

By _____
Bill Tomcich, President

GUNNISON VALLEY TRANSPORTA-
TION AUTHORITY

Date

By _____
Janet R. Farmer, Board Chair

Exhibit A
Scope of services
For Airplanners LLC

Air Service Consulting

- Assist the RTA in developing an overall air service program for all seasons
- Review the current research available and make recommendations for research opportunities
- Assist the RTA in airline selection, hub city and type of aircraft to meet the projected demand of the serve period
- Negotiate minimum revenue guarantee-or other types of service contracts with the airlines.
- Attend RTA and Air Command meetings either in person or via phone

Marketing Development and Coordination

- Work with the Crested Butte Mountain Resort, Vail Resorts Crested Butte Tourism Association, and the Gunnison/Crested Butte Regional Airport employees, consultants and/or representatives to improve local and visitor communications regarding air service, investigate and coordinate alliance opportunities with major corporations, business organization and airlines.
- Aid in coordination of the marketing plan with the community, local businesses, tourism organizations, schools, business organizations, transportation companies, and the chambers of commerce.

Air Service Management

- Have ongoing and open lines of communications with airlines representing the RTA attend air service trade shows at little or no cost to the RTA
- From time to time organize face to face meetings with the airlines
- Keep the RTA BOD updated on other community organizations' funding, air schedules, new markets and airlines' merger and aircraft options
- Maintain or increase seasonal capacity to pre-pandemic levels.

- Work with the airlines to design and/or adjust schedules to optimize connectivity to/from GUC's key flow markets with the optimum fleet mix for operational success.
- Target the GUC passenger deplanements/enplanements fully restored to pre-pandemic levels.
- Improved flight reliability as measured by completion % and on-time performance (OTP).
- GUC load factors that exceed those of competing and peer airports.
- Maintained or enhanced flows from key connecting markets as measured by U.S. DOT O&D (origination and destination) reports.
- Development of an airline data reporting program that focuses on load factors, Cost per passenger analysis and origination and destination reports
 - Load Factors – Create an advanced load factor report each week by month for programs that are being managed by the RTA
 - Origination and Destination (O&D) Reports – Create an O&D report for each of the RTA's contacted flights.
 - Cost per passenger analysis – Available in the pre-negotiation period to evaluate the breakeven levels of targeted flights.
 - Hub connectivity and schedule reports
 - Make available monthly fare comparison with mountain resort airports in the western US
 - RTA may request additional air related reports and analysis and Airplanners will their best efforts to obtain the needed data

Services needed beyond the scope of this proposal

Items listed below are services not included in this agreement, however Airplanners can advise.

- Grand writing is available but additional fees are applicable
- Fund raising, budgeting, and accounting.
- Execution of the marketing plan
 - Sales
 - Public Relations
 - Advertising
 - Alliance coordination
 - Special Promotions

Exhibit B

**ILLEGAL ALIEN ADDENDUM REQUIRED IN ALL PUBLIC CONTRACTS FOR SERVICES BY
C.R.S. §8-17.5-101, ET. SEQ.**

- a. By its signature on this Agreement, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, the Contractor has participated or attempted to participate in the E-Verify program (“E-Verify Program”) created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security, and the Social Security Administration or the Department Program (Department Program) established pursuant to §8-17.5-102(5)(c), C.R.S.
- b. Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- c. Contractor has confirmed or attempted to confirm through participation in the E-Verify or Department Program the employment eligibility of all employees who are newly hired for employment in the United States.
- d. Contractor shall not use E-Verify or Department Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-101(5).
- g. If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.



2023 GVRTA

Draft Budget – For Board Review 9/16/22:

The next pages comprise the 2023 GVRTA Draft Budget. This document will be revised over the next six weeks as more information becomes available and as input is received from the Board of Directors until the final adoption of the budget by the RTA Board of Directors on November 4th, 2022.

2023 Budget Schedule:

- September 16 - The first draft of the 2023 budget and the draft budget assumptions are available for discussion and public review at the GVRTA Board Meeting.
 - The Board makes any desired revisions.
- September 27 – Revised draft budget is submitted to the County Finance Department.
- November 4 – The RTA Board of Directors reviews, amends if necessary, and makes a Motion to Adopt the 2023 Final Budget.
- November 8th – The adopted Final Budget is submitted to the County Finance Department for inclusion in the Gunnison County 2023 Budget.

2023 Draft Budget Assumptions:

- **Sales Tax**
 - Sales tax revenues are projected flat for remainder of 2022.
 - 2023 sales tax increases by 1.5% over current year projections.
- **Capital Fund**
 - The Capital Fund receives \$1,000,000 of sales tax revenues in 2023.
 - Two new motorcoaches are purchased in 2023.
 - (Already ordered – cost \$1,546,000)
 - Construction of the Whetstone bus storage facility is budgeted to be \$3,700,000.
 - Current assumptions, projections and budget are that we will spend \$3,200,000 in 2022 and \$500,000 in 2023.
 - These numbers will be refined before the final draft of the budget.

2023 Draft Budget Assumptions (continued):

- **Capital Fund (continued)**
 - The entire cost of Fading West Housing purchase (\$1,900,000) is budgeted in 2023.
 - This may change before final adoption with some expenses possibly occurring in 2022.
 - New bus shelters to be installed in the City of Gunnison at the Library, Safeway, Teller, and Spencer bus stops (\$150,000).
 - Concrete apron to be installed around the West Evans Maintenance Facility (\$300,000).
 - Bus lifts and tire changers to be purchased for the maintenance shop (\$105,000).
- **Air Command Fund**
 - The Air Command Fund receives \$1,000,000 from sales tax revenues in 2023.
 - Winter flights are guaranteed to Houston and Dallas.
 - Total maximum MRG payments are \$781,000.
 - There is a placeholder for a possible JSX contract.
 - This will be discussed at the September 16th meeting.
 - Summer flights contracts are budgeted at \$700,000.
 - This includes using \$200,000 of the SCASD grant for 50% of the cost of new summer Dallas service.
- **Senior Transportation Fund**
 - The Senior Transportation Fund receives \$420,000 from sales tax revenues in 2023.
 - Senior transportation operations continue with no changes in 2023.
 - A new senior bus for GVH will be purchased (\$84,000).
 - This number is not fixed yet.
 - The RTA will provide local match for a Mt. Express grant to purchase a new senior bus for Mt. Express (\$26,000).
- **General Fund**
 - Remaining Sales Tax (\$3,505,000) goes to the General Fund.
 - The GVRTA Commuter Bus operates on a 35 round-trip winter bus schedule and a 19 round-trip spring, summer, and fall bus schedule.
- **Overall**
 - Total revenues are budgeted to be \$7,749,418.
 - Total expenditures are budgeted not to exceed \$10,213,410.
 - Ending fund balance is budgeted to be \$4,000,908.



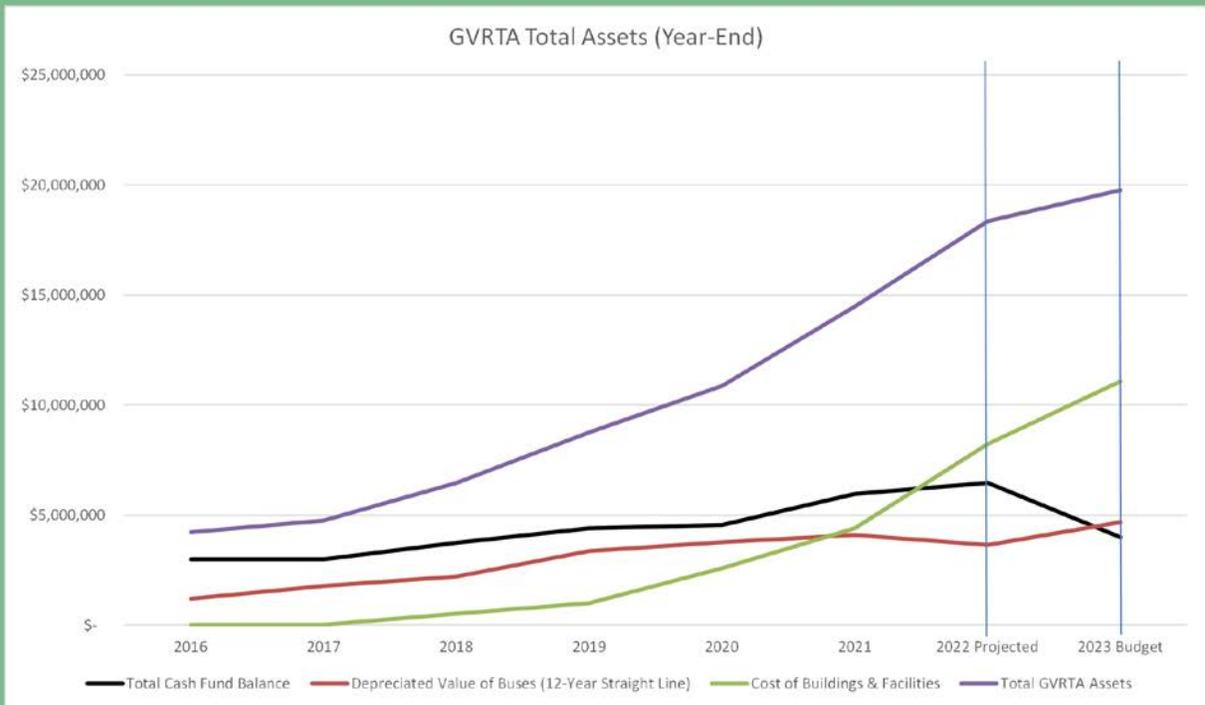
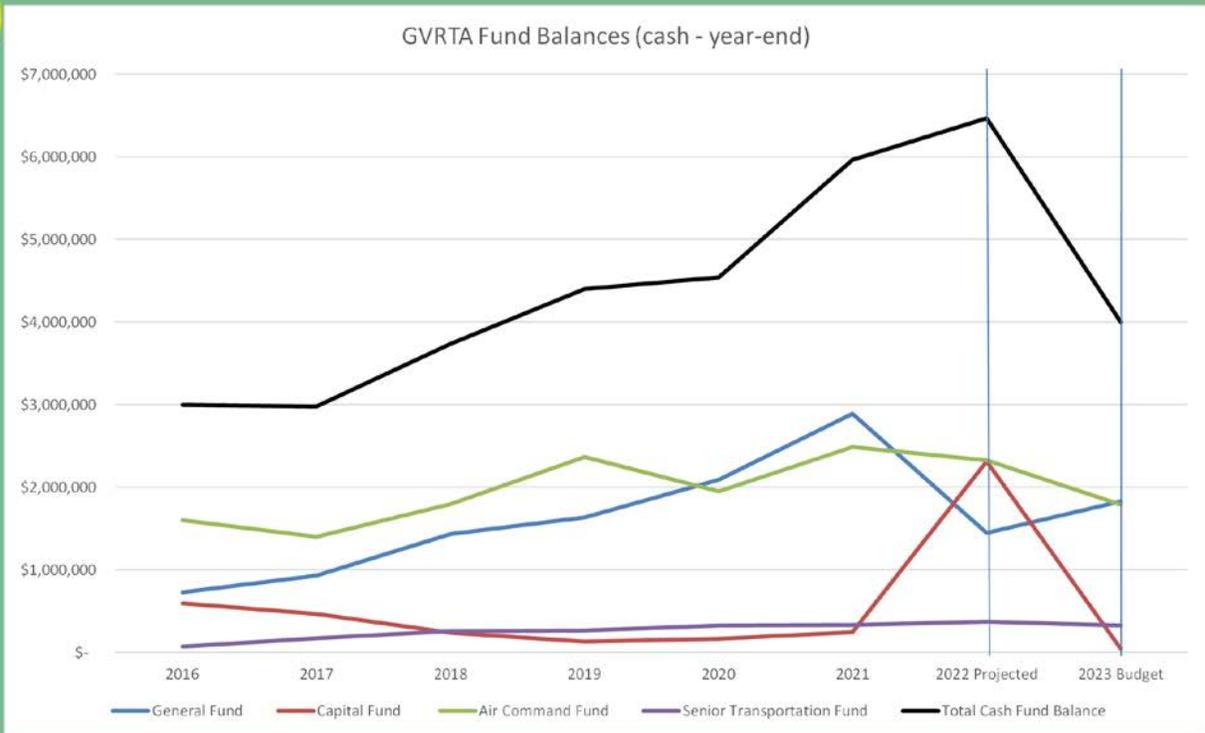
Gunnison Valley Transportation Authority (GVRTA) DRAFT 2023 Budget For Adoption by the Board of Directors November, 2022

Gunnison Valley Transportation Authority 2023 Budget	2021 Actual	2022 Budget	2022 Projected	2023 Budget
Sales Tax Revenues	\$ 5,411,171	\$ 5,322,000	\$ 5,837,582	\$ 5,925,000
Sales Tax to General Fund	\$ 2,155,171	\$ 1,522,000	\$ 1,437,582	\$ 3,505,000
Sales Tax to Capital Fund	\$ 2,000,000	\$ 2,200,000	\$ 3,750,000	\$ 1,000,000
Sales Tax to Air Command Fund	\$ 950,000	\$ 1,200,000	\$ 250,000	\$ 1,000,000
Sales Tax to Senior Transportation Fund	\$ 306,000	\$ 400,000	\$ 400,000	\$ 420,000
	\$ 5,411,171	\$ 5,322,000	\$ 5,837,582	\$ 5,925,000
GVRTA General Fund				
2023 Budget	2021 Actual	2022 Budget	2022 Projected	2023 Budget
Beginning General Fund Balance	\$ 2,090,933	\$ 2,612,731	\$ 2,890,613	\$ 1,450,194
Revenues:				
Sales Tax Revenues	\$ 2,155,171	\$ 1,522,000	\$ 1,437,582	\$ 3,505,000
Sales Tax - Clerk	\$ 30,039	\$ 25,000	\$ 31,000	\$ 30,000
Interest Charges	\$ 3,170	\$ 3,000	\$ 1,700	\$ 2,000
Other Fines	\$ 6,819	\$ 6,000	\$ 12,000	\$ 10,000
Rental Income	\$ 26,400	\$ 26,400	\$ 39,000	\$ 78,000
Earnings on Investments	\$ (16,227)	\$ 25,000	\$ (108,000)	\$ 25,000
FTA Stimulus Grants	\$ 897,944	\$ -	\$ -	\$ -
5311 A & FTA 5311Admin. & Operating Grants	\$ 242,618	\$ 242,618	\$ 356,863	\$ 242,618
Total Revenues	\$ 3,345,934	\$ 1,850,018	\$ 1,770,145	\$ 3,892,618
Expenditures:				
Postage	\$ 70	\$ 100	\$ 100	\$ 100
Photocopies	\$ -	\$ 100	\$ -	\$ 100
Equipment Under \$4,000	\$ 196	\$ 4,000	\$ 4,000	\$ 4,000
Building Repair and Maintenance	\$ 21,857	\$ 30,000	\$ 30,000	\$ 30,000
Travel - Transportation	\$ 449	\$ 8,000	\$ 1,500	\$ 8,000
Travel - Meals	\$ 659	\$ 6,000	\$ 1,500	\$ 6,000
Travel - Lodging	\$ 1,983	\$ 6,000	\$ 3,000	\$ 6,000
Legal Services	\$ 2,207	\$ 8,000	\$ 8,000	\$ 8,000
Contracted Temporary Help - Marcy & RAE	\$ 6,680	\$ 12,000	\$ 12,000	\$ 12,000
Contract Svcs - Social Firekeeper, Swiftly, Bus Stops	\$ 56,221	\$ 60,000	\$ 56,000	\$ 62,000
Management Services - TMS	\$ 76,491	\$ 90,000	\$ 90,000	\$ 93,600
Meetings - Registrations	\$ 750	\$ 2,000	\$ 750	\$ 2,000
State Fees	\$ 30,540	\$ 34,000	\$ 34,000	\$ 34,000
Treasurer's Fees	\$ 59,382	\$ 50,000	\$ 57,000	\$ 60,000
Late Night Taxi Donation	\$ -	\$ -	\$ 30,000	\$ 30,000
Advertising, Notices, Public Outreach & Website	\$ 11,505	\$ 20,000	\$ 10,000	\$ 20,000
Dues & Memberships	\$ 7,444	\$ 14,000	\$ 10,000	\$ 24,000
Auditing	\$ 7,400	\$ 7,600	\$ 8,014	\$ 8,500
Insurance & Bonds	\$ 9,315	\$ 11,500	\$ 14,000	\$ 18,000
Utilities	\$ -	\$ -	\$ -	\$ 12,000
Investment Commissions/Fees	\$ -	\$ 100	\$ -	\$ 100
Transfer to County General Fund	\$ 11,350	\$ 11,700	\$ 11,700	\$ 12,240
5311 - A Management Services - TMS	\$ 76,491	\$ 90,000	\$ 90,000	\$ 93,600
5311 - O Diesel Fuel	\$ 74,883	\$ 80,000	\$ 105,000	\$ 125,000
5311 - O CNG Fuel	\$ 174,173	\$ 225,000	\$ 260,000	\$ 315,000
5311 - O Repair & Maintenance - Vehicles	\$ 286,823	\$ 270,000	\$ 410,000	\$ 410,000
5311 - O Purchased Transportation Services	\$ 1,629,385	\$ 1,920,000	\$ 1,964,000	\$ 2,115,000
Total Expenditures	\$ 2,546,254	\$ 2,960,100	\$ 3,210,564	\$ 3,509,240
Ending General Fund Balance	\$ 2,890,613	\$ 1,502,649	\$ 1,450,194	\$ 1,833,572

GVRTA Capital Reserve Fund 2023 Budget	2021 Actual	2022 Budget	2022 Projected	2023 Budget
Beginning Fund Balance	\$ 169,725	\$ 249,948	\$ 249,948	\$ 2,313,387
Revenues:				
5339 - C 5311/5399/FASTER/SB1/SB228Capital Grants	\$ 603,948	\$ -	\$ -	\$ 1,236,800
SB-267 VW Settlement Funds Grant	\$ -	\$ -	\$ -	\$ -
State SB267 Grant for Facility	\$ 63,561	\$ 1,530,000	\$ 2,136,439	\$ -
Sales Tax Revenues	\$ 2,000,000	\$ 2,200,000	\$ 3,750,000	\$ 1,000,000
Capital Fund Revenues	\$ 2,667,509	\$ 3,730,000	\$ 5,886,439	\$ 2,236,800
Expenditures:				
5339 - C Bus Purchase	\$ 754,935	\$ -	\$ -	\$ 1,546,000
SB-267 Facility Purchases / Design / Construction	\$ 63,561	\$ 2,000,000	\$ 3,200,000	\$ 500,000
Housing Purchase	\$ 1,768,790	\$ 1,600,000	\$ 623,000	\$ 1,900,000
Capital Improvements	\$ -	\$ -	\$ -	\$ 555,000
Capital Fund Expenditures	\$ 2,587,286	\$ 3,600,000	\$ 3,823,000	\$ 4,501,000
Ending Fund Balance	\$ 249,948	\$ 379,948	\$ 2,313,387	\$ 49,187
GVRTA Air Command Fund 2023 Budget				
	2021 Actual	2022 Budget	2022 Projected	2023 Budget
Beginning Fund Balance	\$ 1,952,713	\$ 2,485,713	\$ 2,488,213	\$ 2,328,977
Revenues:				
Sales Tax Revenues	\$ 950,000	\$ 1,200,000	\$ 250,000	\$ 1,000,000
SCASD Grant	\$ -	\$ 200,000	\$ -	\$ 200,000
RTA Air Command Fund Revenues	\$ 950,000	\$ 1,400,000	\$ 250,000	\$ 1,200,000
Expenditures:				
Airline Guarantees - Winter	\$ 300,000	\$ 740,380	\$ 171,236	\$ 900,000
Professional Services - Airplanners & RRC	\$ 84,500	\$ 90,000	\$ 112,000	\$ 102,000
Contract with Airport for Airline Mechanic	\$ 30,000	\$ 32,000	\$ 36,000	\$ 36,000
Airline Guarantees - Summer	\$ -	\$ 700,000	\$ 90,000	\$ 700,000
RTA Air Command Fund Expenditures	\$ 414,500	\$ 1,562,380	\$ 409,236	\$ 1,738,000
Ending Fund Balance	\$ 2,488,213	\$ 2,323,333	\$ 2,328,977	\$ 1,790,977
GVRTA Senior Transportation Fund 2023 Budget				
	2021 Actual	2022 Budget	2022 Projected	2023 Budget
Beginning Fund Balance	\$ 330,886	\$ 329,386	\$ 334,510	\$ 372,172
Revenues:				
Sales Tax Revenues	\$ 306,000	\$ 400,000	\$ 400,000	\$ 420,000
Senior Transportation Fund Revenues	\$ 306,000	\$ 400,000	\$ 400,000	\$ 420,000
Expenditures:				
Capital Expenses	\$ 39,362	\$ 70,000	\$ 77,338	\$ 110,000
Contracted Services	\$ 263,014	\$ 360,000	\$ 285,000	\$ 355,000
Senior Transportation Fund Expenditures	\$ 302,376	\$ 430,000	\$ 362,338	\$ 465,000
Ending Fund Balance	\$ 334,510	\$ 299,386	\$ 372,172	\$ 327,172
GVRTA Total Revenues and Expenditures 2023 Budget				
	2021 Actual	2022 Budget	2022 Projected	2023 Budget
Beginning Fund Balance	\$ 4,544,257	\$ 5,677,778	\$ 5,963,284	\$ 6,464,730
Revenues:	\$ 7,269,443	\$ 7,380,018	\$ 8,306,584	\$ 7,749,418
Expenditures:	\$ 5,850,416	\$ 8,552,480	\$ 7,805,138	\$ 10,213,240
Ending Fund Balance	\$ 5,963,284	\$ 4,505,316	\$ 6,464,730	\$ 4,000,908
GVRTA Summary of all Funds 2023 Budget				
	Year End 2021 Actual	Year End 2022 Budget	Year End 2022 Projected	Year End 2023 Budget
Fund Balances				
Unrestricted General Fund Balance	\$ 2,890,613	\$ 1,502,649	\$ 1,450,194	\$ 1,833,572
Air Command Fund Balance	\$ 2,488,213	\$ 2,323,333	\$ 2,328,977	\$ 1,790,977
Senior Transportation Fund Balance	\$ 334,510	\$ 299,386	\$ 372,172	\$ 327,172
Capital Reserve Fund Balance	\$ 249,948	\$ 379,948	\$ 2,313,387	\$ 49,187
Total Fund Balance	\$ 5,963,284	\$ 4,505,316	\$ 6,464,730	\$ 4,000,908

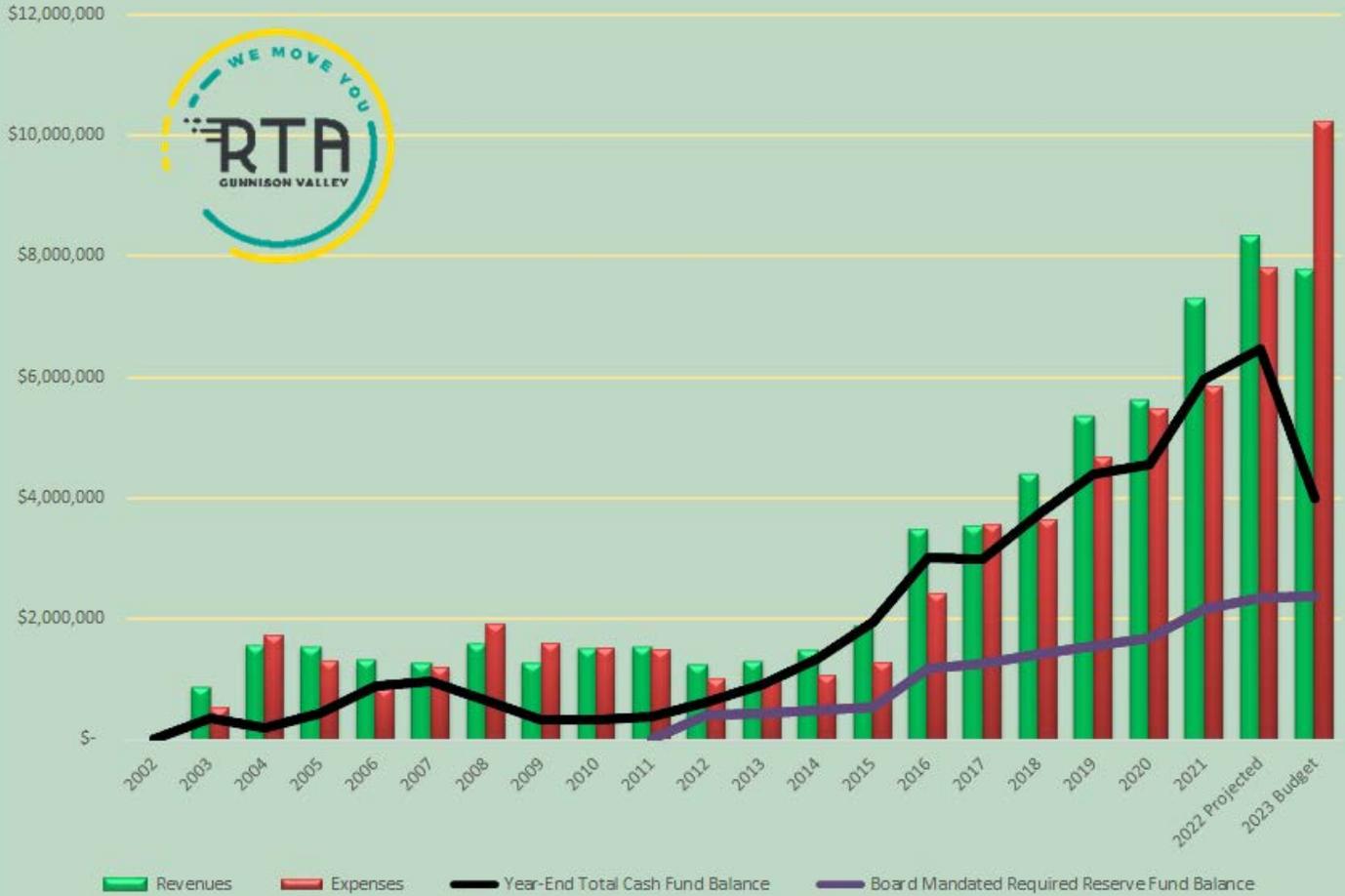


Gunnison Valley Transportation Authority (GVRTA) DRAFT 2023 Budget



*For planning purposes only. Estimated values/costs of actual assets - Not accounting booked values.

GVRTA Revenues, Expenses, and Total Fund Balances by Year



Buildings & Facilities	Year completed	Final Total	
		Cost	Total Value
Gunnison City Bus Shelters	2008	\$ 6,000	\$ 6,000
Tall Texan Bus Stops	2018	\$ 141,062	\$ 147,062
Ohio Creek Bus Stops	2018	\$ 156,593	\$ 303,655
North Valley Bus Stops	2019	\$ 465,997	\$ 769,652
905 W. Evans Facility	2020	\$ 1,109,879	\$ 1,879,531
Almont Bus Stops	2020	\$ 170,800	\$ 2,050,331
Lazy K Five-Plex	2022	\$ 1,789,501	\$ 3,839,832
Solstice Condominiums, Unit G	2022	\$ 621,213	\$ 4,461,045
Whetstone Storage Facility	2023	\$ 4,289,418	\$ 8,750,463
West Denver Housing	2023	\$ 1,881,076	\$ 10,631,539
Gunnison City Bus Shelters	2023	\$ 150,000	\$ 10,781,539
905 W. Evans Concrete Apron	2023	\$ 300,000	\$ 11,081,539



Gunnison Valley RTA – Draft Five Year Financial Plan – for review by the Board of Directors September 16, 2022

This Five-Year Financial Plan is intended to assist the Gunnison Valley RTA (GVRTA) Board of Directors and the community to ensure that we allocate our constrained resources to provide services and results that are in line with the community's expectations while achieving long-term financial balance and accountability. This Five-Year Financial plan can assist by providing a tool for evaluating the fiscal implications of policy decisions and a process for publicly deliberating and making future budget choices.

By using this plan in budget development, we will better understand and communicate the GVRTA's financial challenges and opportunities, better understand the trade-offs necessary to achieve financial balance, and assist in making financially sustainable decisions during the budget process.

The GVRTA is in a sound financial position. Sales tax revenue collections continue to be sustainable and we have received numerous grants for capital, transit operations and air service. Fund balances are at levels which can help to sustain the GVRTA in case of an economic downturn and we have been able to accelerate implementing our capital plan over the past few years. The GVRTA remains on a solid financial footing.

The plan on the next pages includes notes for revenues and for each fund. These notes include assumptions about the economy and the plan may need to be adjusted if revenue projections are not met.

The General Fund includes sustaining bus service at 2022-23 levels over the entire period. If revenues exceed projections, it is anticipated that these excess funds would flow to the general fund and that bus service schedules could be further increased.

The Capital Reserve Fund balance is projected to fluctuate as we continue to improve our fleet and facilities. After improvements are complete, the plan builds the fund balance in order to create a local match for future capital grants.

The Air Command Fund is planned to maintain a stable fund balance in order to be available to add new air service to the valley when appropriate. The Air Command fund balance is likely to increase beyond planned amounts as programs perform so that maximum payments under MRG contracts are not necessary.

The Senior Transportation Fund allows for continued senior services and the ability to replace vehicles and construct a storage facility in the future.



Sales Tax Revenues:



**Gunnison Valley RTA - DRAFT Five-Year Financial Plan -
For Adoption - November, 2022**

Gunnison Valley Transportation Authority DRAFT Five-Year Financial Plan	2022 Budget	2022 Projected	2023 Budget	2024 Planned	2025 Planned	2026 Planned	2027 Planned
Sales Tax Revenues	\$ 5,322,000	\$ 5,837,582	\$ 5,925,000	\$ 6,014,000	\$ 6,104,000	\$ 6,196,000	\$ 6,289,000
Transfers							
Sales Tax to General Fund	\$ 1,522,000	\$ 1,437,582	\$ 3,505,000	\$ 3,494,000	\$ 3,482,000	\$ 3,471,000	\$ 3,459,000
Sales Tax to Capital Fund	\$ 2,200,000	\$ 3,750,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Sales Tax to Air Command Fund	\$ 1,200,000	\$ 250,000	\$ 1,000,000	\$ 1,075,000	\$ 1,150,000	\$ 1,225,000	\$ 1,300,000
Sales Tax to Senior Transportation Fund	\$ 400,000	\$ 400,000	\$ 420,000	\$ 445,000	\$ 472,000	\$ 500,000	\$ 530,000
Total Transfers	\$ 5,322,000	\$ 5,837,582	\$ 5,925,000	\$ 6,014,000	\$ 6,104,000	\$ 6,196,000	\$ 6,289,000

Notes on sales tax revenues and transfers:

- Sales tax is projected to increase 1.5% per year
- Transfers to the capital fund are set at \$1,000,000 per year starting in 2023
- Transfers to the air command fund are set at \$1,000,000 in 2023 and then increase by \$75,000 per year
- Transfers to the senior transportation fund set at \$420,000 in 2023 and increased by 6% per year
- Transfers to the general fund are the remainder of sales tax revenues after other transfers



GVRTA - General Fund DRAFT Five-Year Financial Plan		2022 Budget	2022 Projected	2023 Budget	2024 Planned	2025 Planned	2026 Planned	2027 Planned
Beginning General Fund Balance		\$ 2,612,731	\$ 2,890,613	\$ 1,450,194	\$ 1,833,572	\$ 2,127,804	\$ 2,286,688	\$ 2,308,012
Revenues:								
	Sales Tax Revenues	\$ 1,522,000	\$ 1,437,582	\$ 3,505,000	\$ 3,494,000	\$ 3,482,000	\$ 3,471,000	\$ 3,459,000
	Sales Tax - Clerk	\$ 25,000	\$ 31,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
	Interest Charges	\$ 3,000	\$ 1,700	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	Other Fines	\$ 6,000	\$ 12,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	Rental Income	\$ 26,400	\$ 39,000	\$ 78,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
	Earnings on Investments	\$ 25,000	\$ (108,000)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
	5311 A & O FTA 5311 & CRRSAA Admin. & Operating Grant	\$ 242,618	\$ 356,863	\$ 242,618	\$ 247,470	\$ 252,420	\$ 257,468	\$ 262,618
Total Revenues		\$ 1,850,018	\$ 1,770,145	\$ 3,892,618	\$ 3,928,470	\$ 3,921,420	\$ 3,915,468	\$ 3,908,618
Expenditures:								
	Postage	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
	Photocopies	\$ 100	\$ -	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
	Equipment Under \$4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
	Building Repair and Maintenance	\$ 30,000	\$ 30,000	\$ 30,000	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000
	Travel - Transportation	\$ 8,000	\$ 1,500	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
	Travel - Meals	\$ 6,000	\$ 1,500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
	Travel - Lodging	\$ 6,000	\$ 3,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
	Legal Services	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
	Contracted Temporary Help - Marcy & RAE	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
	Contract Svcs - Morrison, Swiftly, Bus Stops	\$ 60,000	\$ 56,000	\$ 62,000	\$ 65,000	\$ 68,000	\$ 71,000	\$ 74,000
	Management Services	\$ 90,000	\$ 90,000	\$ 93,600	\$ 97,344	\$ 101,238	\$ 105,287	\$ 109,499
	Meetings - Registrations	\$ 2,000	\$ 750	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	State Fees	\$ 34,000	\$ 34,000	\$ 34,000	\$ 35,000	\$ 36,000	\$ 37,000	\$ 38,000
	Treasurer's Fees	\$ 50,000	\$ 57,000	\$ 60,000	\$ 62,000	\$ 64,000	\$ 66,000	\$ 68,000
	Late Night Taxi Donation	\$ -	\$ 30,000	\$ 30,000	\$ 32,000	\$ 34,000	\$ 36,000	\$ 38,000
	Advertising, Notices, Public Outreach & Website	\$ 20,000	\$ 10,000	\$ 20,000	\$ 22,500	\$ 25,000	\$ 27,500	\$ 30,000
	Dues & Memberships (CASTA & Whetstone POA)	\$ 14,000	\$ 10,000	\$ 24,000	\$ 26,000	\$ 28,000	\$ 30,000	\$ 32,000
	Auditing	\$ 7,600	\$ 8,014	\$ 8,500	\$ 8,900	\$ 9,300	\$ 9,700	\$ 10,100
	Insurance & Bonds	\$ 11,500	\$ 14,000	\$ 18,000	\$ 20,000	\$ 21,000	\$ 22,000	\$ 23,000
	Utilities	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
	Investment Commissions/Fees	\$ 100	\$ -	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
	Transfer to County General Fund	\$ 11,700	\$ 11,700	\$ 12,240	\$ 12,850	\$ 13,460	\$ 14,070	\$ 14,680
	5311 - A Management Services	\$ 90,000	\$ 90,000	\$ 93,600	\$ 97,344	\$ 101,238	\$ 105,287	\$ 109,499
	5311 - O Diesel Fuel	\$ 80,000	\$ 105,000	\$ 125,000	\$ 129,000	\$ 133,000	\$ 137,000	\$ 141,000
	5311 - O CNG Fuel	\$ 225,000	\$ 260,000	\$ 315,000	\$ 324,000	\$ 334,000	\$ 344,000	\$ 354,000
	5311 - O Repair & Maintenance - Vehicles	\$ 270,000	\$ 410,000	\$ 410,000	\$ 431,000	\$ 453,000	\$ 476,000	\$ 500,000
	5311 - O Purchased Transportation Services	\$ 1,920,000	\$ 1,964,000	\$ 2,115,000	\$ 2,178,000	\$ 2,243,000	\$ 2,310,000	\$ 2,379,000
	5311 A&O Subtotal of 5311 Grant Activities	\$ 2,585,000	\$ 2,829,000	\$ 3,058,600	\$ 3,159,344	\$ 3,264,238	\$ 3,372,287	\$ 3,483,499
Total Expenditures		\$ 2,960,100	\$ 3,210,564	\$ 3,509,240	\$ 3,634,238	\$ 3,762,536	\$ 3,894,145	\$ 4,029,078
Ending General Fund Balance		\$ 1,502,649	\$ 1,450,194	\$ 1,833,572	\$ 2,127,804	\$ 2,286,688	\$ 2,308,012	\$ 2,187,552



Notes on the general fund:

- Sales tax equals total sales tax revenues less transfers to other funds
- 5311 A&O grant is projected to grow slightly over the period
- 5311 A&O grant activities are the expenses eligible to be included in applications for grant contracts with CDOT
- Bus service is planned at 35 round-trips in the winter and 19 in the spring, summer, and fall throughout the time period
 - service levels could change based upon revenues
- Contract with Alpine Express increases based upon CPI and is projected at 9% in 2023 and then 3% per year
- Fuel costs increase at 3% per year
- Contract for management services increases at 4% per year
- POA dues are unknown at this time and are best estimates
- Other items are either flat or increase nominally

GVRTA Capital Reserve Fund DRAFT Five-Year Financial Plan		2022 Budget	2022 Projected	2023 Budget	2024 Planned	2025 Planned	2026 Planned	2027 Planned
Beginning Fund Balance		\$ 249,948	\$ 249,948	\$ 2,313,387	\$ 49,187	\$ 799,187	\$ 14,187	\$ 294,187
Revenues:								
	State and Federal Capital Grants	\$ 1,530,000	\$ 2,136,439	\$ 1,236,800	\$ -	\$ 740,000	\$ 2,880,000	\$ 780,000
	Sales Tax Revenues	\$ 2,200,000	\$ 3,750,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Capital Fund Revenues		\$ 3,730,000	\$ 5,886,439	\$ 2,236,800	\$ 1,000,000	\$ 1,740,000	\$ 3,880,000	\$ 1,780,000
Expenditures:								
	Bus Purchases	\$ -	\$ -	\$ 1,546,000	\$ -	\$ 925,000	\$ -	\$ 975,000
	Facility Purchases / Design / Construction	\$ 2,000,000	\$ 3,200,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -
	Housing Purchase	\$ 1,600,000	\$ 623,000	\$ 1,900,000	\$ -	\$ 1,600,000	\$ -	\$ -
	Capital Improvements	\$ -	\$ -	\$ 555,000	\$ 250,000	\$ -	\$ 3,600,000	\$ -
Capital Fund Expenditures		\$ 3,600,000	\$ 3,823,000	\$ 4,501,000	\$ 250,000	\$ 2,525,000	\$ 3,600,000	\$ 975,000
Ending Fund Balance		\$ 379,948	\$ 2,313,387	\$ 49,187	\$ 799,187	\$ 14,187	\$ 294,187	\$ 1,099,187

Notes on the capital reserve fund:

- Transfers to the capital fund are set at \$1,000,000 per year starting in 2023
- Improvements include:
 - 2022 - 2023 Storage Facility at Whetstone Industrial Park
 - 2022 - Purchase of Housing in Gunnison - Solstice Condominium- \$623,000
 - 2023 - Purchase of Housing in Gunnison (Fading West) - \$1,900,000
 - 2023 - Adding shelters to Library, Safeway, Teller, and Spencer bus stops - \$150,000
 - 2023 - Concrete apron for 905 W. Evans - \$300,000
 - 2023 - Purchase of Bus Lifts and Tire Changer for Maintenance Facility - \$105,000
 - 2024 - Adding bus stops at Hidden River (mile marker 23 on Hwy 135) - \$250,000
 - 2025 - Purchase of housing in North Valley - \$1,600,000
 - 2025 - Purchase additional bus for expanded fleet (dependent upon receiving a grant award)
 - 2026 - Build Transit Center in Gunnison - 3,000 sq feet at \$1,200 per (\$1M grant awarded - dependent upon receiving another \$1.88M grant)
 - 2027 - Purchase additional bus for expanded fleet (dependent upon receiving a grant award)



GVRTA Air Command Fund DRAFT Five-Year Financial Plan		2022 Budget	2022 Projected	2023 Budget	2024 Planned	2025 Planned	2026 Planned	2027 Planned
Beginning Fund Balance		\$ 2,485,713	\$ 2,488,213	\$ 2,328,977	\$ 1,790,977	\$ 1,777,977	\$ 1,839,977	\$ 1,776,977
Revenues:								
	Sales Tax Revenues	\$ 1,200,000	\$ 250,000	\$ 1,000,000	\$ 1,075,000	\$ 1,150,000	\$ 1,225,000	\$ 1,300,000
	SCASD Grant	\$ 200,000	\$ -	\$ 200,000	\$ 200,000	\$ 200,000		
RTA Air Command Fund Revenues		\$ 1,400,000	\$ 250,000	\$ 1,200,000	\$ 1,275,000	\$ 1,350,000	\$ 1,225,000	\$ 1,300,000
Expenditures:								
	Airline Guarantees - Winter	\$ 740,380	\$ 171,236	\$ 900,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
	Professional Services - Airplanners & RRC	\$ 90,000	\$ 112,000	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000
	Contract with Airport for Airline Mechanic	\$ 32,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000
	Airline Guarantees - Summer	\$ 700,000	\$ 90,000	\$ 700,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
RTA Air Command Fund Expenditures		\$ 1,562,380	\$ 409,236	\$ 1,738,000	\$ 1,288,000	\$ 1,288,000	\$ 1,288,000	\$ 1,288,000
Ending Fund Balance		\$ 2,323,333	\$ 2,328,977	\$ 1,790,977	\$ 1,777,977	\$ 1,839,977	\$ 1,776,977	\$ 1,788,977

Notes on the Air Command fund:

- Transfers to the air command fund are set at \$1,000,000 in 2023 and then increase by \$75,000 per year
- Winter MRG expenditures are set at \$750,000 each year
- Summer MRG expenditures are set at \$400,000 each year
- The Air Command Fund Balance is likely to increase beyond projections (assuming full MRG payments are not necessary)
- Increased Fund Balances can be used to expand to other markets in the future
- The Air Command will continue to make recommendations regarding future contracts
- The Air Command fund is very difficult to plan out this far

GVRTA Senior Transportation Fund DRAFT Five-Year Financial Plan		2022 Budget	2022 Projected	2023 Budget	2024 Planned	2025 Planned	2026 Planned	2027 Planned
Beginning Fund Balance		\$ 329,386	\$ 334,510	\$ 372,172	\$ 327,172	\$ 401,172	\$ 491,172	\$ 598,172
Revenues:								
	Sales Tax Revenues	\$ 400,000	\$ 400,000	\$ 420,000	\$ 445,000	\$ 472,000	\$ 500,000	\$ 530,000
Senior Transportation Fund Revenues		\$ 400,000	\$ 400,000	\$ 420,000	\$ 445,000	\$ 472,000	\$ 500,000	\$ 530,000
Expenditures:								
	Capital Expenses	\$ 70,000	\$ 77,338	\$ 110,000	\$ -	\$ -	\$ -	\$ 650,000
	Contracted Services	\$ 360,000	\$ 285,000	\$ 355,000	\$ 371,000	\$ 382,000	\$ 393,000	\$ 405,000
Senior Transportation Fund Expenditures		\$ 430,000	\$ 362,338	\$ 465,000	\$ 371,000	\$ 382,000	\$ 393,000	\$ 1,055,000
Ending Fund Balance		\$ 299,386	\$ 372,172	\$ 327,172	\$ 401,172	\$ 491,172	\$ 598,172	\$ 73,172

Notes on the senior transportation fund:

- Transfers to the senior transportation fund set at \$420,000 in 2023 and increased by 6% per year
- Contracted expenses increase by 3% per year
- Capital expenses include bus/van purchases in 2022 and 2023 and a Gunnison bus storage facility expansion in 2027



RTA Total Revenues and Expenditures DRAFT Five-Year Financial Plan	2022 Budget	2022 Projected	2023 Budget	2024 Planned	2025 Planned	2026 Planned	2027 Planned
Beginning Fund Balance	\$ 5,677,778	\$ 5,963,284	\$ 6,464,730	\$ 4,000,908	\$ 5,106,140	\$ 4,632,024	\$ 4,977,348
Revenues:	\$ 7,380,018	\$ 8,306,584	\$ 7,749,418	\$ 6,648,470	\$ 7,483,420	\$ 9,520,468	\$ 7,518,618
Expenditures:	\$ 8,552,480	\$ 7,805,138	\$ 10,213,240	\$ 5,543,238	\$ 7,957,536	\$ 9,175,145	\$ 7,347,078
Ending Fund Balance	\$ 4,505,316	\$ 6,464,730	\$ 4,000,908	\$ 5,106,140	\$ 4,632,024	\$ 4,977,348	\$ 5,148,888

RTA Summary of all Funds DRAFT Five-Year Financial Plan Fund Balances - Year End	2022 Budget	2022 Projected	2023 Budget	2024 Planned	2025 Planned	2026 Planned	2027 Planned
Unrestricted General Fund Balance	\$ 1,502,649	\$ 1,450,194	\$ 1,833,572	\$ 2,127,804	\$ 2,286,688	\$ 2,308,012	\$ 2,187,552
Capital Reserve Fund Balance	\$ 379,948	\$ 2,313,387	\$ 49,187	\$ 799,187	\$ 14,187	\$ 294,187	\$ 1,099,187
Air Command Fund Balance	\$ 2,323,333	\$ 2,328,977	\$ 1,790,977	\$ 1,777,977	\$ 1,839,977	\$ 1,776,977	\$ 1,788,977
Senior Transportation Fund Balance	\$ 299,386	\$ 372,172	\$ 327,172	\$ 401,172	\$ 491,172	\$ 598,172	\$ 73,172
Total Fund Balance	\$ 4,505,316	\$ 6,464,730	\$ 4,000,908	\$ 5,106,140	\$ 4,632,024	\$ 4,977,348	\$ 5,148,888

Notes on fund balances:

The senior transportation fund must be kept whole

- Additional funds may be allocated to the senior fund, but transfers out of the senior fund are not allowed per the ballot language

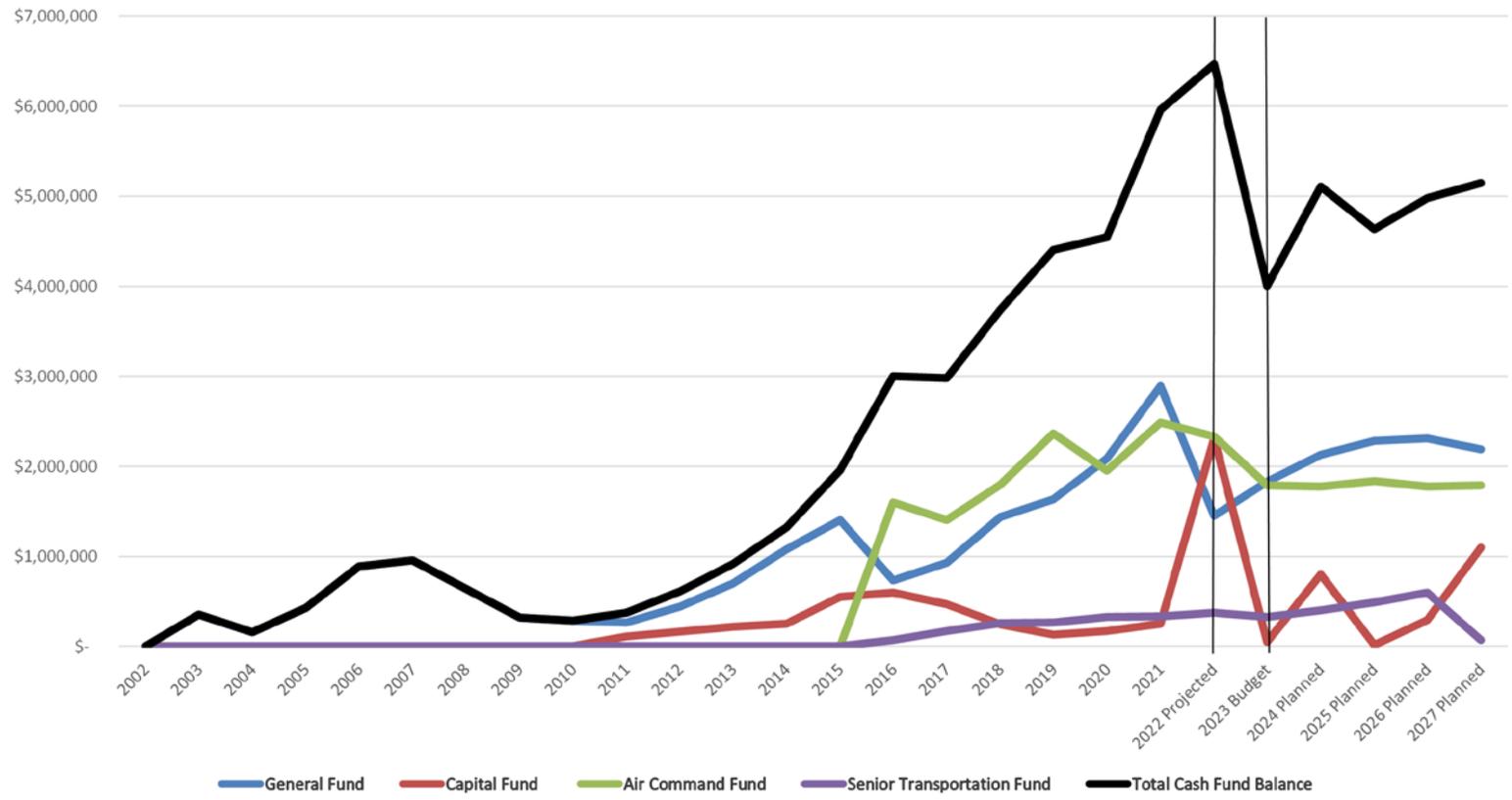
The Board of Directors may transfer funds between the other funds

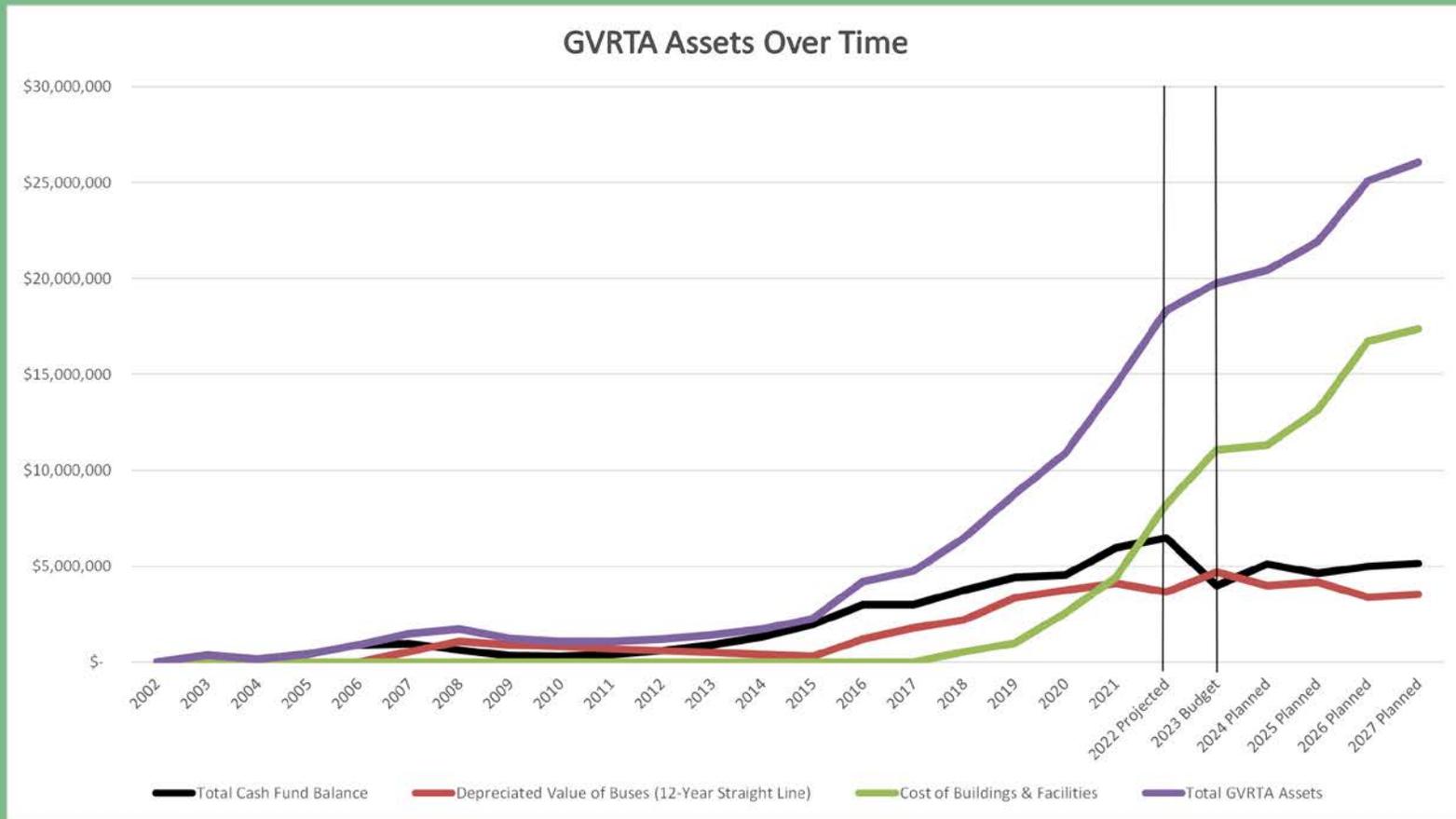
The Board of Directors has adopted a fund balance policy that includes a guideline that 40% of annual sales tax revenue should be kept in an unrestricted fund

- Projected sales tax revenue in 2022 requires that we maintain a total unrestricted fund balance c \$ 2,335,033

- Total unrestricted fund balance at end of 2023 is budgeted to be: \$ 3,673,736

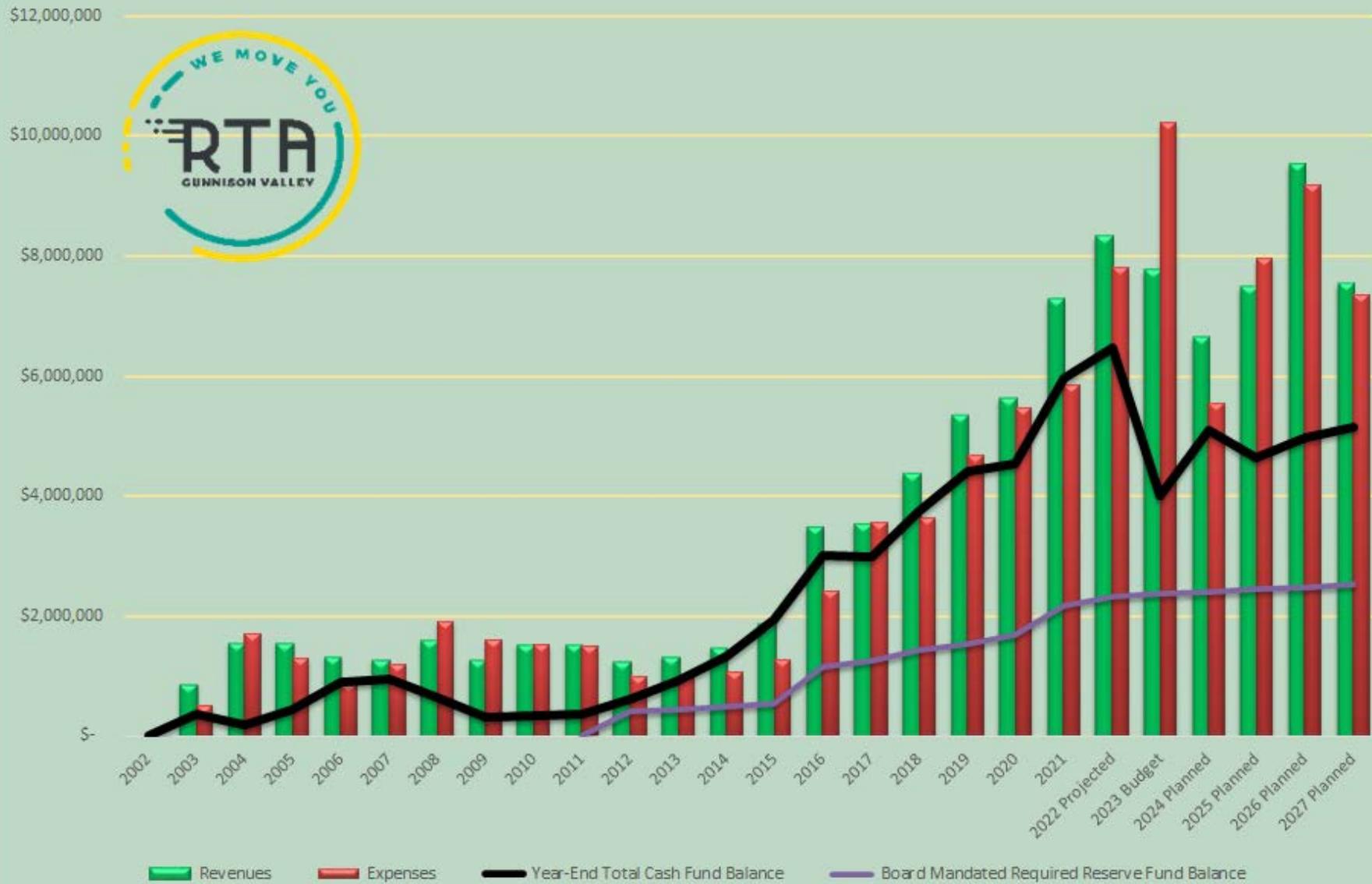
GVRTA Fund Balances (cash - year-end)





*For planning purposes only. Estimated value of actual assets - Not accounting booked values.

GVRTA Revenues, Expenses, and Total Fund Balances by Year





Actual, Projected and Planned Costs of Buildings and Facilities

Buildings & Facilities	Year completed	Final Total	
		Cost	Total Value
Gunnison City Bus Shelters	2008	\$ 6,000	\$ 6,000
Tall Texan Bus Stops	2018	\$ 141,062	\$ 147,062
Ohio Creek Bus Stops	2018	\$ 156,593	\$ 303,655
North Valley Bus Stops	2019	\$ 465,997	\$ 769,652
905 W. Evans Facility	2020	\$ 1,109,879	\$ 1,879,531
Almont Bus Stops	2020	\$ 170,800	\$ 2,050,331
Lazy K Five-Plex	2022	\$ 1,789,501	\$ 3,839,832
Solstice Condominiums, Unit G	2022	\$ 621,213	\$ 4,461,045
Whetstone Storage Facility	2023	\$ 4,289,418	\$ 8,750,463
West Denver Housing	2023	\$ 1,881,076	\$ 10,631,539
Gunnison City Bus Shelters	2023	\$ 150,000	\$ 10,781,539
905 W. Evans Concrete Apron	2023	\$ 300,000	\$ 11,081,539
Hidden River Bus Stops	2024	\$ 250,000	\$ 11,331,539
North Valley Housing	2025	\$ 1,800,000	\$ 13,131,539
Gunnison Transit Center	2026	\$ 3,600,000	\$ 16,731,539
GVH Senior Bus Barn	2027	\$ 650,000	\$ 17,381,539

Projected and Planned Depreciated Value of Bus Fleet

Bus Values	Total	504	505	506	503	502	501	500	507	508	509	510	511
2021	\$ 4,103,020	\$ 332,991	\$ 325,643	\$ 434,474	\$ 497,179	\$ 565,990	\$ 565,990	\$ 657,274	\$ 723,479				
2022 Projected	\$ 3,654,116	\$ 288,592	\$ 282,224	\$ 376,544	\$ 438,687	\$ 506,412	\$ 506,412	\$ 594,676	\$ 660,568				
2023 Budget	\$ 4,686,795	\$ 244,193	\$ 238,805	\$ 318,614	\$ 380,196	\$ 446,834	\$ 446,834	\$ 532,079	\$ 597,657	\$ 740,792	\$ 740,792		
2024 Planned	\$ 3,980,224	\$ 199,795	\$ 195,386	\$ 260,684	\$ 321,704	\$ 387,256	\$ 387,256	\$ 469,481	\$ 534,745	\$ 611,958	\$ 611,958		
2025 Planned	\$ 4,160,112	\$ 155,396	\$ 151,967	\$ 202,754	\$ 263,212	\$ 327,678	\$ 327,678	\$ 406,884	\$ 471,834	\$ 483,125	\$ 483,125	\$ 886,458	
2026 Planned	\$ 3,376,457	\$ 110,997	\$ 108,548	\$ 144,824	\$ 204,721	\$ 268,100	\$ 268,100	\$ 344,286	\$ 408,923	\$ 354,292	\$ 354,292	\$ 809,375	
2027 Planned	\$ 3,527,178	\$ 66,598	\$ 65,129	\$ 86,894	\$ 146,229	\$ 208,522	\$ 208,522	\$ 281,689	\$ 346,012	\$ 225,458	\$ 225,458	\$ 732,292	\$ 934,375