



# Meeting Notice

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

**December 8, 2023 at 8:00 a.m.**

**In the Crested Butte Council Chambers  
located in the Crested Butte Town Offices,  
507 Maroon Avenue in Crested Butte.**

For copies of the agenda and minutes of previous meetings, please go to [www.gunnisonvalleyrta.org/meetings](http://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 – DECEMBER 8, 2023**  
**GUNNISON VALLEY TRANSPORTATION AUTHORITY**  
**CRESTED BUTTE TOWN OFFICES**  
**TOWN COUNCIL CHAMBERS – 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 NOVEMBER 3, 2023 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 and Prosperity Partnership report – John Norton
  - 5) Bus service update – Scott Truex & Jon Galle
  - 6) 2023 fall and winter air service update – Bill Tomcich

8:30 G. PUBLIC COMMENT PERIOD

8:35 H. COMMENTS FROM BOARD MEMBERS & STAFF

8:40 I. NEW BUSINESS

- 1) Presentation from the Crested Butte Planning Department – Draft Transportation Mobility Plan – Mel Yemma and Troy Russ
- 2) Discussion regarding setting a date for a Board of Directors retreat with the Air Command Committee to discuss air service planning and goals for the next several years – Scott Truex and Bill Tomcich
- 3) Purchase of lot at 500 S. 9<sup>th</sup> Street in Gunnison – discussion – Scott Truex
- 4) Resolution Number 4, Series 2023 - 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 – **motion and decision requested**
- 5) Approval of contract with Gunnison County and Gunnison Valley Health to provide senior transportation in 2024 – Scott Truex – **motion and decision requested**
- 6) Approval of contract with Gunnison County and Mountain Express to provide senior transportation in 2024 – Scott Truex – **motion and decision requested**

- 7) Amendment of contract with Social Firekeeper, LLC dated January 1, 2023 – Scott Truex – **motion and decision requested**
- 8) Award of contract for consultant services to develop a Strategic Operating and Capital Plan for GVRTA's Commuter Bus Service – Scott Truex – **motion and decision requested**

9:45 J. ADJOURNMENT OF REGULAR MEETING

Next meeting – January 12, 2024 at 8:00 a.m. in the Gunnison County Courthouse.

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

GUNNISON VALLEY TRANSPORTATION AUTHORITY  
MEETING MINUTES  
November 3, 2023

Gunnison County Commissioners' Meeting Room

A. INTRODUCTION

Janet Farmer called the meeting to order at 8:08 am

Board members in attendance: Janet Farmer, Jason MacMillan, Laura Puckett Daniels, Steve Morris. On Zoom: Boe Freeburn, Diego Plata, Anna Fenerty

Also present are Scott Truex, Leia Morrison, Bill Tomcich (AirPlanners), Jon Galle (Alpine Express), Danny Bartelli, and community members

CONSENT AGENDA

B. ADOPTION OF THE AGENDA

C. APPROVAL OF SEPTEMBER 15, 2023 MEETING MINUTES

D. EXECUTIVE DIRECTOR'S FINANCIAL REPORT

E. CORRESPONDENCE

F. OLD BUSINESS

1) Air program reports

2) Bus program reports

Updated 23-24 Winter bus schedule – reduced from 42 to 41 round trips due to bus and driver scheduling conflicts

A motion was requested to add an Executive session pursuant to C.R.S. 24-6-402(4)(a) to discuss the potential purchase of real estate at the end of the regular agenda.

**Laura Puckett Daniels moved to add an Executive session at the end of the regular agenda**, and Jason MacMillan seconded.

The motion passed unanimously

A motion was requested to approve the consent agenda with the meeting agenda as amended.

**Laura Pucket Daniels moved to approve the consent agenda with the meeting agenda as amended**, and Jason Macmillan seconded.

The motion passed unanimously.

**REGULAR AGENDA**

## F. OLD BUSINESS

### 4) Airport Update

None.

### 5) Tourism and Prosperity Partnership Association (TAPP)

John Norton reported that TAPP has been messaging skiers with winter marketing. He said that our increases in bookings are greater than our capacity increases.

### 6) Bus service update

Scott Truex reported that the September ridership was up 20%, and the October ridership was up 26%. The forty-one round-trip winter service begins November 22nd. The concrete project at the bus barn is over 50% completed and is expected to be completed this month. He reported that the six units that the RTA owns at the Lazy K will again be available for our drivers on November 10th, and we will have almost all of those units filled with RTA drivers. The RTA has a new email contact for lost and found. We were awarded an extra expanded service grant of \$109,000 for 2023/2024, and Scott would like the board to consider upping the spring-summer-fall schedule to thirty-three roundtrips. The RTA has been working with the CB South Metro District for re-pavement at the bus stop. However, United does not have time to complete this project in 2023. This will be a cooperative effort by both entities in 2024. Scott mentioned that in the 5-Year plan, there is now a proposed second stop in CB South (flag stop). Leia was able to get a streetlight installed over at the 11th bus stop in Gunnison. Leia is also working with the City of Gunnison regarding painting that will help with the bus turning radius at Teller & Georgia. Bustang and CDOT did budget a second bus between Crested Butte and Denver daily.

### 7) 2023 Summer/Fall Air Service Update

Bill Tomcich reported that with the change in aircraft and improved navigational capabilities, Gunnison is happy to report zero cancellations over the last three months. October bookings ended up pacing 5% ahead of last year's. The final October load factor was 85.8%. November is now pacing a fraction ahead of last year.

### 8) 2023-24 winter air service discussion

Bill Tomcich reported that overall winter is pacing above 10.4% of last year. Denver is still slightly behind, and American from DFW is pacing 16% ahead. Skywest Airlines announced earlier this week: a new contract with United to acquire and fly nineteen new Embraer 175's that will be replacing the CRJ700's that will be coming out of their fleet. Scott reported that the contract with United has been signed.

### 9) List of required trainings and a brief presentation of the Passenger Assistance, Safety and Sensitivity (PASS) training program for GVRTA bus drivers

Jon Galle spoke on the two-day course that the trainers took and how beneficial it was for the drivers, especially regarding serving those in need of special services. Laura Pucket Daniels expressed appreciation that the training focused on how being sensitive and aware of your

environment is critical to dealing with problem passengers and best communicating with the public.

10) Adoption of updated GVRTA Transit Policies and Procedures – Scott Truex – **Laura Pucket Daniels moved to approve the updated GVRTA Transit Policies and Procedures**, and Jason MacMillan seconded the motion.

The motion passed unanimously.

11) Adoption of updated Policies for the Use of GVRTA Public Transportation **Jason MacMillan moved to update the Policies for the Use of GVRTA Public Transportation**, and Steve Morris seconded.

The motion passed unanimously.

12) Adoption of an updated Short Guide to Riding the RTA Bus **Jason MacMillan moved to adopt the updated Short Guide to Riding the RTA bus**, and Laura Pucket Daniels seconded.

The motion passed unanimously.

#### G. PUBLIC COMMENT PERIOD

Michael Wolfe asked that the board consider an early morning bus from Gunnison to arrive at 5:00 to 6:00 a.m. daily during the winter. A discussion with the board and Mr. Wolfe ensued.

#### H. COMMENTS FROM BOARD MEMBERS AND STAFF

No comments

1) Request for approval of bus window art for KBUT – Courtney Welsh addressed the board to discuss KBUT’s contribution to the Gunnison Valley and expressed their desire to advertise on the RTA buses.

Scott recommended that the board approve both versions of their ad design.

**Jason MacMillan moved to approve**, and Laura Pucket Daniels seconded.

The motion passed unanimously.

2) Acceptance of the 2022 audit of the financial statements of the Gunnison Valley Transportation Authority

**Laura Pucket Daniels moved to accept the 2022 audit of the financial statement of the GVRTA**, and Jason MacMillan seconded.

The motion passed unanimously.

3) Authorization of the Board Chair to sign a lease agreement with AEX, Inc. to use the new bus storage facility located at 100 Bifano Rd.

**Jason MacMillan moved to authorize the Board Chair to sign a lease agreement with AEX to use the new bus storage facility**. Laura Pucket Daniels seconded.

The motion passed unanimously

4) Appoint an evaluation committee to review proposals received for consultant services to develop a Strategic Operating and Capital Plan for GVRTA's Commuter Bus Service and select a firm for recommendation to the Board of Directors  
Scott Truex informed the board that the legal notice was published, and the RTA received seven responses.

**Jason MacMillan moved to appoint Laura, Janet, Leia, and Scott to the evaluation committee to review proposals received for consultant services,** and Steve Morris seconded.

The motion passed unanimously.

5) Adoption of GVRTA 2024 Budget

Laura Puckett Daniels asked about the Gunnison Transportation Center, and Scott Truex explained that it would still be under discussion.

**Jason MacMillan moved to approve the 2024 GVRTA Budget,** and Laura Pucket Daniels seconded.

The motion passed unanimously.

6) Adoption of GVRTA 2024-2028 Five-year financial plan

Scott Truex highlighted some of the significant changes since the September meeting.

**Steve Morrison moved to adopt the GVRTA 2024-2028 Five-year financial plan,** and **Laura Pucket Daniels seconded**

The motion passed unanimously.

7) Approval of 2024 GVRTA Board of Directors Meeting dates

**Laura Pucket Daniels moved to approve the proposed 2024 GVRTA Board of Directors Meeting dates,** and Jason MacMillan seconded.

The motion passed unanimously.

At this point Janet Farmer made a **motion Pursuant to section 24-6-402(4)(a) of the Colorado Revised Statutes, that this meeting of the Board of the Gunnison Valley Transportation Authority adjourn and, upon affirmative vote of two-thirds of the members present, reconvene in executive session for the sole purpose of discussing negotiations relating to the possible purchase of the property located at 500 S. 9th Street in Gunnison, Colorado.** The motion passed unanimously.

Janet Farmer then stated: The Executive Session is not open to the public, and action may not be taken. It is Friday, November 3, and the time is 9:18 a.m. For the record, I am the presiding officer; Janet Farmer the board Chair. Present at this Executive Session are the board members in attendance and the following persons: Janet Farmer, Jason MacMillan, Laura Puckett Daniels, Steve Morris, Scott Truex, and Leia Morrison. On Zoom: Anna Fenerty

If, at any point in the Executive Session, any participant believes the discussion is going outside the proper scope of the Executive Session, please interrupt the discussion and make an objection for the record."

When the Executive Session was complete, Janet Farmer stated: The time is now 9:35 a.m., and the Executive Session has been concluded. The participants in the Executive Session were Janet Farmer, Jason MacMillan, Laura Puckett Daniels, Steve Morris, Scott Truex, and Leia Morrison. On Zoom: Anna Fenerty. For the record, if any person who participated in the Executive Session believes that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session or that any improper action occurred during the Executive Session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

There were no concerns stated.

Laura Pucket Daniels made a **motion to authorize the Executive Director to negotiate entering into a contract for the purchase of real property located at 500 South 9th Street with an earnest money deposit not to exceed \$8,000 and, if successful, to include the sales contract in the meeting packet for discussion with terms and consideration with a resolution required by the title company to formally authorize the purchase of the property by the board of director by the December 8th meeting.** Jason MacMillan seconded the motion and the motion passed unanimously

The meeting adjourned at 9:37 am





## October, 2023 - Financial Report:


This report was prepared for the GVRTA Board of Directors on December 2, 2023 with information provided by the County Finance Department and shows posted revenues through September, 2023 and expenditures through October, 2023.

### Sales Tax Revenues:




<b>Gunnison Valley Transportation Authority</b> <b>Sales Tax Revenues</b> <span style="float: right; color: red;">(Future months are projected flat to 2022 levels)</span>									
Month	2020	2021	2022	Budget 2023	Actual 2023	% vs Budget	% Change 22-23	Projected 2023	
Jan	\$ 313,013	\$ 365,491	\$ 445,739	\$ 452,000	\$ 471,040.98	4.2%	5.7%	\$ 471,041	
Feb	\$ 315,712	\$ 392,187	\$ 464,948	\$ 472,000	\$ 484,914.34	2.7%	4.3%	\$ 484,914	
Mar	\$ 245,671	\$ 460,733	\$ 559,798	\$ 568,000	\$ 537,816.40	-5.3%	-3.9%	\$ 537,816	
April	\$ 205,492	\$ 310,227	\$ 332,944	\$ 338,000	\$ 296,774.37	-12.2%	-10.9%	\$ 296,774	
May	\$ 233,927	\$ 347,074	\$ 386,830	\$ 393,000	\$ 371,560.83	-5.5%	-3.9%	\$ 371,561	
June	\$ 373,164	\$ 539,591	\$ 591,654	\$ 601,000	\$ 544,420.23	-9.4%	-8.0%	\$ 544,420	
July	\$ 509,375	\$ 635,020	\$ 694,821	\$ 705,000	\$ 753,805.00	6.9%	8.5%	\$ 753,805	
Aug	\$ 464,055	\$ 555,011	\$ 630,918	\$ 640,000	\$ 631,166.60	-1.4%	0.0%	\$ 631,167	
Sept	\$ 472,333	\$ 546,497	\$ 576,404	\$ 555,000	\$ 598,133.54	7.8%	3.8%	\$ 598,134	
Oct	\$ 364,890	\$ 412,742	\$ 431,654	\$ 419,000				\$ 431,654	
Nov	\$ 296,457	\$ 359,587	\$ 381,165	\$ 365,000				\$ 381,165	
Dec	\$ 426,868	\$ 487,011	\$ 515,927	\$ 494,000				\$ 515,927	
<b>Year-to-date</b>	<b>\$ 3,132,742</b>	<b>\$ 4,151,831</b>	<b>\$ 4,684,056</b>	<b>\$ 4,724,000</b>	<b>\$ 4,689,632.29</b>	<b>-0.7%</b>	<b>0.1%</b>		
<b>Full Year</b>	<b>\$ 4,220,957</b>	<b>\$ 5,411,171</b>	<b>\$ 6,012,802</b>	<b>\$ 6,002,000</b>		<b>0.3%</b>	<b>0.1%</b>	<b>\$ 6,018,378</b>	

<b>Gunnison Valley Transportation Authority</b> <b>Financial Report - October, 2023</b>				
	YTD Actual	2023 Adopted Budget	Revisions	2023 Projected
<b>Distribution of Sales Tax Revenues among GVRTA funds</b>	<b>\$ 4,689,632.29</b>	<b>\$ 6,002,000</b>	<b>\$ 16,378</b>	<b>\$ 6,018,378</b>
(Future months are projected flat to 2022 levels)				
<b>Sales Tax to General Fund</b>	\$ 2,319,632.29	\$ 3,232,000	\$ 416,378	\$ 3,648,378
<b>Sales Tax to Capital Fund</b>	\$ 1,550,000.00	\$ 1,350,000	\$ 200,000	\$ 1,550,000
<b>Sales Tax to Air Command Fund</b>	\$ 400,000.00	\$ 1,000,000	\$ (600,000)	\$ 400,000
<b>Sales Tax to Senior Transportation Fund</b>	\$ 420,000.00	\$ 420,000	\$ -	\$ 420,000
	<b>\$ 4,689,632.29</b>	<b>\$ 6,002,000</b>	<b>\$ 16,378</b>	<b>\$ 6,018,378</b>

## GVRTA Fund Reports:

<b>GVRTA General Fund</b>					
 <b>Financial Report - October, 2023</b>		<b>YTD</b>	<b>2023</b>		<b>2023</b>
		<b>Actual</b>	<b>Adopted</b>	<b>Revisions</b>	<b>Projected</b>
<b>Beginning Fund Balance</b>		\$ 1,541,924	\$ 1,415,484	\$ 126,440	\$ 1,541,924
<b>Revenues</b>					
<b>Sales Tax Revenues</b>		\$ 2,319,632.29	\$ 3,232,000	\$ 416,378	\$ 3,648,378
<b>Sales Tax - Clerk</b>		\$ 28,473.24	\$ 30,000	\$ 6,000	\$ 36,000
<b>Interest Charges</b>		\$ 2,266.04	\$ 2,000	\$ 300	\$ 2,300
<b>Other Fines</b>		\$ 10,382.74	\$ 10,000	\$ 3,000	\$ 13,000
<b>Rental Income</b>		\$ 45,425.30	\$ 80,000	\$ (9,000)	\$ 71,000
<b>Earnings on Investments</b>		\$ 80,593.98	\$ 25,000	\$ 75,000	\$ 100,000
5311 A & O <b>FTA 5311 Admin. &amp; Operating Grant</b>		\$ 242,618.00	\$ 242,618	\$ -	\$ 242,618
<b>Total Revenues</b>		<b>\$ 2,729,391.59</b>	<b>\$ 3,621,618</b>	<b>\$ 491,678</b>	<b>\$ 4,113,296</b>
<b>Expenditures:</b>					
<b>Postage</b>		\$ 9.65	\$ 100	\$ -	\$ 100
<b>Supplies &amp; Equipment Under \$4,000</b>		\$ 3,732.07	\$ 4,000	\$ -	\$ 4,000
<b>Building Repair and Maintenance</b>		\$ 17,180.62	\$ 30,000	\$ (10,000)	\$ 20,000
<b>Travel - Transportation</b>		\$ 272.48	\$ 8,000	\$ (7,000)	\$ 1,000
<b>Travel - Meals</b>		\$ 279.13	\$ 6,000	\$ (5,000)	\$ 1,000
<b>Travel - Lodging</b>		\$ 527.77	\$ 6,000	\$ (5,000)	\$ 1,000
<b>Legal Services</b>		\$ 4,519.68	\$ 8,000	\$ (2,000)	\$ 6,000
<b>Contracted Temporary Help - Marcy &amp; RAE</b>		\$ -	\$ 12,000	\$ (11,250)	\$ 750
<b>Contract Svcs - Morrison, Swiftly, Bus Stops, etc.</b>		\$ 56,410.80	\$ 62,000	\$ 1,262	\$ 63,262
<b>Management Services - TMS</b>		\$ 85,800.00	\$ 93,600	\$ -	\$ 93,600
<b>Meetings - Registrations</b>		\$ 275.00	\$ 2,000	\$ (1,725)	\$ 275
<b>State Fees</b>		\$ 18,309.38	\$ 34,000	\$ (6,000)	\$ 28,000
<b>County Treasurer's Fees</b>		\$ 76,568.22	\$ 65,000	\$ 25,000	\$ 90,000
<b>Late Night Taxi Donation</b>		\$ 22,105.23	\$ 30,000	\$ (7,895)	\$ 22,105
<b>Advertising, Notices, &amp; Website</b>		\$ 4,638.54	\$ 20,000	\$ (10,000)	\$ 10,000
<b>Dues &amp; Memberships</b>		\$ 18,903.25	\$ 20,000	\$ 1,500	\$ 21,500
<b>Auditing</b>		\$ 6,660.00	\$ 8,500	\$ (1,840)	\$ 6,660
<b>Insurance &amp; Bonds</b>		\$ 16,228.68	\$ 18,000	\$ -	\$ 18,000
<b>Utilities</b>		\$ 8,940.82	\$ 14,400	\$ (2,400)	\$ 12,000
<b>Investment Commissions/Fees</b>		\$ -	\$ 100	\$ -	\$ 100
<b>Transfer to County General Fund (Finance Dept.)</b>		\$ 10,432.50	\$ 12,660	\$ (140)	\$ 12,520
5311 - A <b>Management Services - TMS</b>		\$ 85,800.00	\$ 93,600	\$ -	\$ 93,600
5311 - O <b>Diesel Fuel</b>		\$ 101,688.08	\$ 125,000	\$ (5,000)	\$ 120,000
5311 - O <b>CNG Fuel</b>		\$ 274,103.67	\$ 415,000	\$ (65,000)	\$ 350,000
5311 - O <b>Repair &amp; Maintenance - Vehicles</b>		\$ 387,458.39	\$ 500,000	\$ -	\$ 500,000
5311 - O <b>Purchased Transportation Services</b>		\$ 2,088,686.16	\$ 2,525,000	\$ 65,686	\$ 2,590,686
<b>Total Expenditures</b>		<b>\$ 3,289,530.12</b>	<b>\$ 4,112,960</b>	<b>\$ (46,802)</b>	<b>\$ 4,066,158</b>
<b>Ending General Fund Balance</b>		<b>\$ 981,785</b>	<b>\$ 924,142</b>	<b>\$ 664,920</b>	<b>\$ 1,589,062</b>
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on December 2, 2023.					

GVRTA Fund Reports:

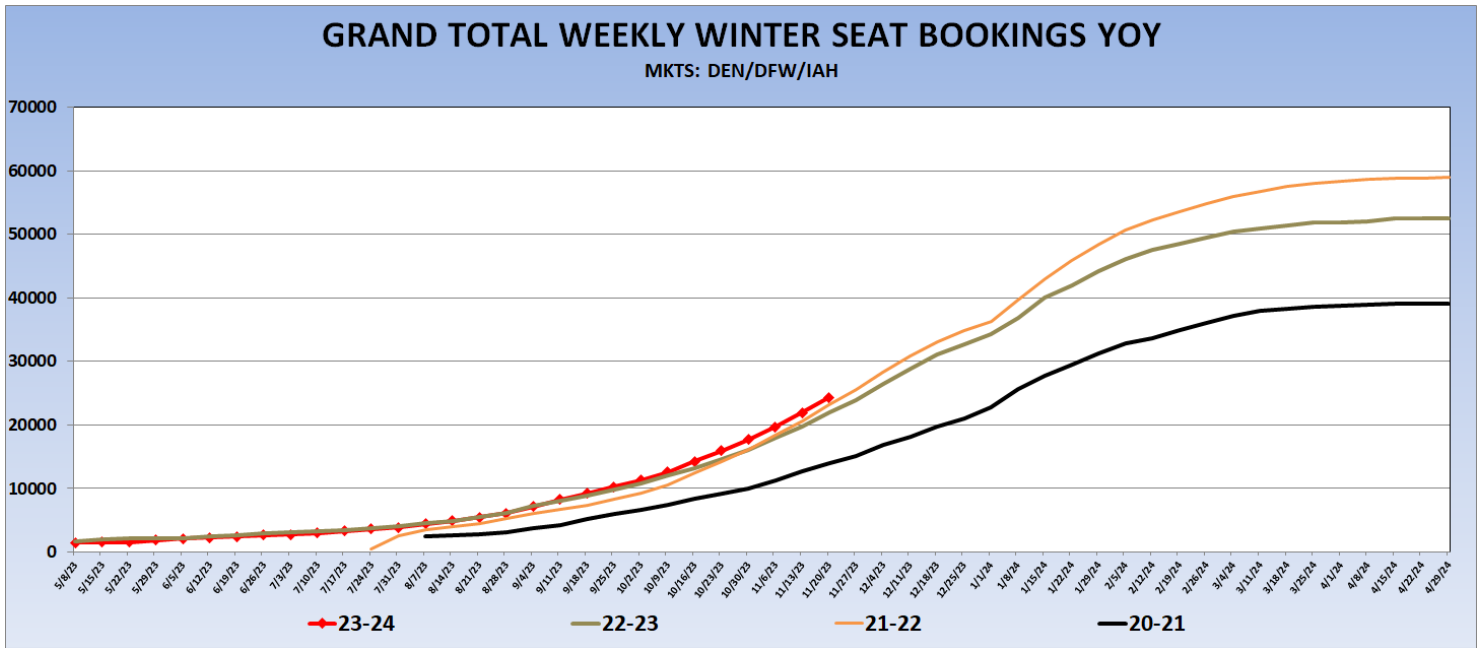
 <b>GVRTA Capital Reserve Fund</b> Financial Report - October, 2023		YTD Actual	2023 Adopted Budget	Revisions	2023 Projected
<b>Beginning Fund Balance</b>		\$ 2,739,383	\$ 2,674,625	\$ 64,758	\$ 2,739,383
<b>Revenues:</b>					
<b>Sales Tax Revenues</b>		\$ 1,550,000.00	\$ 1,350,000	\$ 200,000	\$ 1,550,000
<b>Refund of Expenditures (Fading West Deposit)</b>		\$ 380,000.00	\$ -	\$ 380,000	\$ 380,000
SB 267 <b>State Capital Grant (facility)</b>		\$ -	\$ -	\$ -	\$ -
5339 - c <b>Federal Capital Grant (bus)</b>		\$ 1,460,000.00	\$ 1,236,800	\$ 223,200	\$ 1,460,000
<b>Total Revenues</b>		\$ 3,390,000.00	\$ 2,586,800	\$ 803,200	\$ 3,390,000
<b>Expenditures:</b>					
5339 - c <b>Bus Purchase</b>		\$ 1,542,600.64	\$ 1,545,000	\$ (2,399)	\$ 1,542,601
SB 267 <b>Storage Facility Construction</b>		\$ 1,211,643.22	\$ 1,240,000	\$ 85,000	\$ 1,325,000
<b>Housing/Land Purchases</b>		\$ 1,259,119.19	\$ 1,900,000	\$ (323,881)	\$ 1,576,119
<b>Capital Improvements</b>		\$ 304,111.97	\$ 570,000	\$ (85,000)	\$ 485,000
<b>Total Expenditures</b>		\$ 4,317,475.02	\$ 5,255,000	\$ (326,280)	\$ 4,928,720
<b>Ending Fund Balance</b>		\$ 1,811,908	\$ 6,425	\$ 1,194,238	\$ 1,200,663
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on December 2, 2023.					
 <b>GVRTA Air Command Fund</b> Financial Report - October, 2023		YTD Actual	2023 Adopted Budget	Revisions	2023 Projected
<b>Beginning Fund Balance</b>		\$ 2,149,854	\$ 2,148,977	\$ 877	\$ 2,149,854
<b>Revenues:</b>					
<b>Sales Tax Revenues</b>		\$ 400,000.00	\$ 1,000,000	\$ (600,000)	\$ 400,000
<b>Refund from JSX for winter 22-23</b>		\$ 103,500.00	\$ -	\$ 103,500	\$ 103,500
<b>SCASD Grant</b>		\$ -	\$ 200,000	\$ (200,000)	\$ -
<b>Total Revenues</b>		\$ 503,500.00	\$ 1,200,000	\$ (696,500)	\$ 503,500
<b>Expenditures:</b>					
<b>Airline Guarantees - Winter</b>		\$ 311,889.00	\$ 781,000	\$ (469,111)	\$ 311,889
<b>Professional Services -Airplanners &amp; RRC</b>		\$ 91,718.65	\$ 102,000	\$ (2,000)	\$ 100,000
<b>Payment to Airport for Airline Mechanic Subsidy</b>		\$ -	\$ 36,000	\$ 6,000	\$ 42,000
<b>Airline Guarantees - Summer</b>		\$ -	\$ 700,000	\$ (700,000)	\$ -
<b>Total Expenditures</b>		\$ 403,607.65	\$ 1,619,000	\$ (1,165,111)	\$ 453,889
<b>Ending Fund Balance</b>		\$ 2,249,746	\$ 1,729,977	\$ 469,488	\$ 2,199,465
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on December 2, 2023.					
 <b>GVRTA Senior Transportation Fund</b> Financial Report - October, 2023		YTD Actual	2023 Adopted Budget	Revisions	2023 Projected
<b>Beginning Fund Balance</b>		\$ 371,262	\$ 367,010	\$ 4,252	\$ 371,262
<b>Revenues:</b>					
<b>Sales Tax Revenues</b>		\$ 420,000.00	\$ 420,000	\$ -	\$ 420,000
<b>Total Revenues</b>		\$ 420,000.00	\$ 420,000	\$ -	\$ 420,000
<b>Expenditures:</b>					
<b>Capital Expenses</b>		\$ -	\$ 120,000	\$ (120,000)	\$ -
<b>Contracted Services</b>		\$ 287,325.94	\$ 355,000	\$ 2,160	\$ 357,160
<b>Total Expenditures</b>		\$ 287,325.94	\$ 475,000	\$ (117,840)	\$ 357,160
<b>Ending Fund Balance</b>		\$ 503,936	\$ 312,010	\$ 122,092	\$ 434,102
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on December 2, 2023.					

## Summary of all Funds

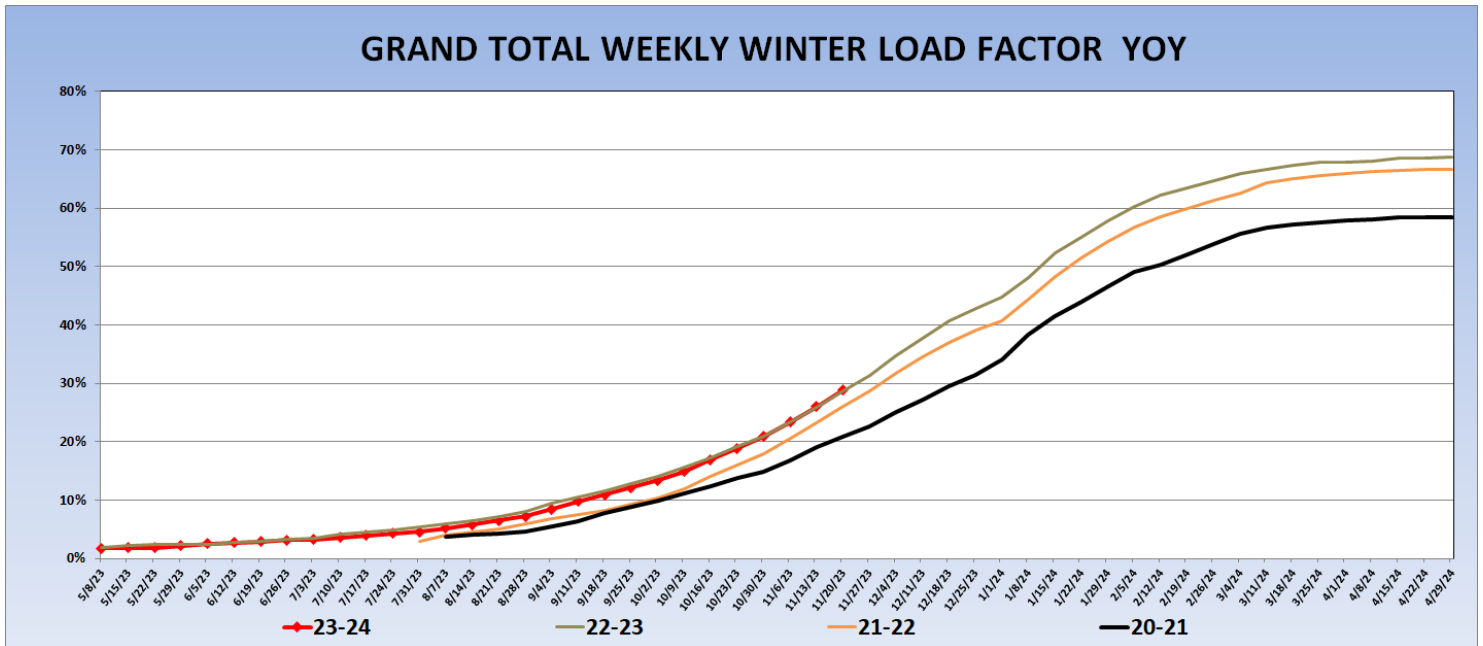
<b>GVRTA Total Revenues and Expenditures</b> <b>Financial Report - October, 2023</b>	YTD Actual	2023 Adopted Budget	Revisions	2023 Projected	
<b>Beginning Fund Balance</b>	\$ 6,802,423	\$ 6,606,096	\$ 196,327	\$ 6,802,423	
<b>Revenues:</b>	\$ 7,042,892	\$ 7,828,418	\$ 598,378	\$ 8,426,796	
<b>Expenditures:</b>	\$ 8,297,939	\$ 11,461,960	\$ (1,656,033)	\$ 9,805,927	
<b>Ending Fund Balance</b>	\$ 5,547,376	\$ 2,972,554	\$ 2,450,738	\$ 5,423,292	
Report shows posted revenues through September and expenditures through October. Report prepared by Scott Truex with information from the County Finance department on December 2, 2023.					
<b>GVRTA Summary of all Funds</b> <b>Financial Report - October, 2023</b>	2023 Actual Beginning Balance	YTD Current Balances	2023 Adopted Budget Ending Balance	Revisions	2023 Projected Ending Balance
<b>Fund Balances</b>					
<b>Unrestricted General Fund Balance</b>	\$ 1,541,924	\$ 981,785	\$ 924,142	\$ 664,920	\$ 1,589,062
<b>Capital Reserve Fund Balance</b>	\$ 2,739,383	\$ 1,811,908	\$ 6,425	\$ 1,194,238	\$ 1,200,663
<b>Air Command Fund Balance</b>	\$ 2,149,854	\$ 2,249,746	\$ 1,729,977	\$ 469,488	\$ 2,199,465
<b>Senior Transportation Fund Balance</b>	\$ 371,262	\$ 503,936	\$ 312,010	\$ 122,092	\$ 434,102
<b>Total Fund Balance</b>	\$ 6,802,423	\$ 5,547,376	\$ 2,972,554	\$ 2,450,738	\$ 5,423,292
Report shows posted revenues through September and expenditures through October. Report prepared by Scott Truex with information from the County Finance department on December 2, 2023.					

## Air Program Reports – Winter, 2023-24

### All Flights – Total Seats Sold vs. previous three years



### All Flights – Total Load Factor vs. previous three years



## Bus program reports – October, 2023

Ridership on the GVRTA Gunnison - Crested Butte Commuter Bus Route 2023								2022			Year over Year	
Month	Total Passengers	Bus Trips	Service Hours	Service Miles	Days	Riders Per Trip	Riders Per Day	Riders	Riders Per Trip	Riders Per Day	Total Riders Change	Percent Riders Change
January	40,983	2,123	2,443	70,910	31	19.3	1,322.0	26,533	12.3	855.9	14,450	54.5%
February	38,202	1,951	2,198	65,189	28	19.6	1,364.4	27,282	14.0	974.4	10,920	40.0%
March	41,003	2,140	2,451	71,604	31	19.2	1,322.7	31,026	14.4	1,000.8	9,977	32.2%
April	16,010	1,702	1,926	57,296	30	9.4	533.7	11,469	9.4	382.3	4,541	39.6%
May	15,315	1,730	1,968	57,934	31	8.9	494.0	11,549	9.8	372.5	3,766	32.6%
June	21,130	1,674	1,906	55,188	30	12.6	704.3	16,952	14.9	565.1	4,178	24.6%
July	26,599	1,730	1,961	57,652	31	15.4	858.0	20,315	17.4	655.3	6,284	30.9%
August	24,036	1,726	1,991	57,653	31	13.9	775.4	18,527	15.7	597.6	5,509	29.7%
September	20,901	1,659	1,878	55,558	30	12.6	696.7	17,473	15.4	582.4	3,428	19.6%
October	18,086	1,735	1,997	58,293	31	10.4	583.4	14,393	12.2	464.3	3,693	25.7%
November					30	#DIV/0!	-	15,761	11.3	525.4	(15,761)	-100.0%
December					31	#DIV/0!	-	38,665	17.9	1,247.3	(38,665)	-100.0%
<b>Total</b>	<b>262,265</b>	<b>18,170</b>	<b>20,719</b>	<b>607,277</b>	<b>365</b>	<b>14.4</b>	<b>718.5</b>	<b>249,945</b>	<b>13.9</b>	<b>684.8</b>	<b>12,320</b>	<b>4.9%</b>

### Passengers by Stop – Spring/Summer/Fall, 2023:

2023 Spring, Summer, & Fall RTA Bus Boardings by Bus Stop																			Northbound	
Month	# of days	Gunnison Rec Center	Gunnison County Library	Gunnison Comm. 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	28	716	249	922	1,000	718	586	461	884	815	122	91	200	474	357	33	41	37	159	7,508
May	31	785	227	1,096	1,013	1,001	777	352	921	938	179	129	150	620	507	54	37	28	149	8,456
June	30	984	320	935	1,283	1,157	1,349	591	1,038	1,342	297	348	300	1,233	398	84	76	63	356	11,756
July	31	1,118	265	1,038	1,363	1,549	1,764	627	1,087	1,496	648	411	389	1,766	521	150	213	85	991	14,960
August	31	1,108	326	894	1,386	1,167	2,139	689	1,122	1,386	607	278	241	1,447	429	89	76	46	497	13,498
September	30	874	279	789	1,069	882	1,720	583	1,083	1,234	483	220	260	1,171	417	136	76	61	494	11,414
October	31	923	280	775	1,250	758	1,434	513	990	1,107	245	108	176	856	468	78	63	26	356	9,938
November	21	703	163	659	823	665	992	370	666	720	148	111	139	556	423	60	46	34	189	7,044
<b>Total</b>	<b>233</b>	<b>7,211</b>	<b>2,109</b>	<b>7,108</b>	<b>9,187</b>	<b>7,897</b>	<b>10,761</b>	<b>4,186</b>	<b>7,791</b>	<b>9,038</b>	<b>2,729</b>	<b>1,696</b>	<b>1,855</b>	<b>8,123</b>	<b>3,520</b>	<b>684</b>	<b>628</b>	<b>380</b>	<b>3,191</b>	<b>84,574</b>
<b>Avg / Day</b>	<b>30.9</b>	<b>9.1</b>	<b>30.5</b>	<b>39.4</b>	<b>33.9</b>	<b>46.2</b>	<b>18.0</b>	<b>33.4</b>	<b>38.8</b>	<b>11.7</b>	<b>7.3</b>	<b>8.0</b>	<b>34.9</b>	<b>15.1</b>	<b>2.9</b>	<b>2.7</b>	<b>1.6</b>	<b>13.7</b>	<b>363.0</b>	

2023 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	28	1,498	2,761	35	102	100	453	522	279	27	343	216	5,814		
May	31	1,365	3,647	43	121	204	562	885	228	33	427	227	6,857		
June	30	2,195	5,189	65	120	229	533	948	310	88	283	362	9,374		
July	31	3,184	6,270	92	144	201	594	1,344	408	135	299	312	11,639		
August	31	2,814	5,636	51	169	223	597	1,059	360	51	344	293	10,538		
September	30	2,258	5,366	94	132	152	517	1,246	253	59	435	221	9,487		
October	31	1,746	4,594	61	109	184	568	926	169	49	427	241	8,148		
November	21	1,318	2,774	17	95	93	461	489	188	32	266	189	5,433		
<b>Total</b>	<b>233</b>	<b>16,378</b>	<b>36,237</b>	<b>458</b>	<b>992</b>	<b>1,386</b>	<b>4,285</b>	<b>7,419</b>	<b>2,195</b>	<b>474</b>	<b>2,824</b>	<b>2,061</b>	<b>67,290</b>		
<b>Avg / Day</b>	<b>70.3</b>	<b>155.5</b>	<b>2.0</b>	<b>4.3</b>	<b>5.9</b>	<b>18.4</b>	<b>31.8</b>	<b>9.4</b>	<b>2.0</b>	<b>12.1</b>	<b>8.8</b>	<b>288.8</b>			

## Passenger Boardings by Time – Spring/Summer, 2023:

Gunnison Valley RTA Passengers by Time - Spring, Summer, Fall, 2023											Average Riders per Bus - Spring, Summer, Fall, 2023										
Northbound											Northbound										
Departing	Rec. Center	April	May	June	July	Aug	Sept	Oct	Nov	Total	April	May	June	July	Aug	Sept	Oct	Nov	Total		
5:26 AM	99	128	155	189	126	83	62	43	885	3.5	4.1	5.2	6.1	4.1	2.8	2.0	2.0	3.8			
5:56 AM	146	202	344	405	501	358	270	111	2,337	5.2	6.5	11.5	13.1	16.2	11.9	8.7	5.3	10.0			
6:26 AM	215	330	383	460	340	243	207	161	2,339	7.7	10.6	12.8	14.8	11.0	8.1	6.7	7.7	10.0			
6:56 AM	449	623	1,109	1,194	1,079	850	696	596	6,596	16.0	20.1	37.0	38.5	34.8	28.3	22.5	28.4	28.3			
7:31 AM	368	490	654	900	1,035	945	801	506	5,699	13.1	15.8	21.8	29.0	33.4	31.5	25.8	24.1	24.5			
8:01 AM	404	487	596	701	681	583	568	493	4,513	14.4	15.7	19.9	22.6	22.0	19.4	18.3	23.5	19.4			
8:31 AM	264	284	359	560	374	337	321	256	2,755	9.4	9.2	12.0	18.1	12.1	11.2	10.4	12.2	11.8			
9:01 AM	300	276	449	574	594	453	315	222	3,183	10.7	8.9	15.0	18.5	19.2	15.1	10.2	10.6	13.7			
9:36 AM	225	296	334	471	499	335	266	210	2,636	8.0	9.5	11.1	15.2	16.1	11.2	8.6	10.0	11.3			
10:06 AM	192	197	290	410	429	378	238	177	2,311	6.9	6.4	9.7	13.2	13.8	12.6	7.7	8.4	9.9			
10:36 AM	179	179	514	551	427	286	268	156	2,560	6.4	5.8	17.1	17.8	13.8	9.5	8.6	7.4	11.0			
11:06 AM	160	184	337	492	379	311	231	147	2,241	5.7	5.9	11.2	15.9	12.2	10.4	7.5	7.0	9.6			
11:36 AM	201	230	336	449	349	235	272	231	2,303	7.2	7.4	11.2	14.5	11.3	7.8	8.8	11.0	9.9			
12:06 PM	243	225	356	538	472	324	259	175	2,592	8.7	7.3	11.9	17.4	15.2	10.8	8.4	8.3	11.1			
12:41 PM	258	239	627	573	461	368	311	245	3,082	9.2	7.7	20.9	18.5	14.9	12.3	10.0	11.7	13.2			
1:26 PM	289	335	428	563	525	343	393	253	3,129	10.3	10.8	14.3	18.2	16.9	11.4	12.7	12.0	13.4			
2:16 PM	430	431	598	668	631	522	539	386	4,205	15.4	13.9	19.9	21.5	20.4	17.4	17.4	18.4	18.0			
2:41 PM	391	412	577	647	694	517	408	316	3,962	14.0	13.3	19.2	20.9	22.4	17.2	13.2	15.0	17.0			
3:26 PM	419	482	457	465	438	486	474	377	3,598	15.0	15.5	15.2	15.0	14.1	16.2	15.3	18.0	15.4			
3:56 PM	344	344	356	498	446	398	401	308	3,095	12.3	11.1	11.9	16.1	14.4	13.3	12.9	14.7	13.3			
4:26 PM	304	309	359	496	422	389	377	261	2,917	10.9	10.0	12.0	16.0	13.6	13.0	12.2	12.4	12.5			
4:46 PM	424	433	475	646	513	519	432	339	3,781	15.1	14.0	15.8	20.8	16.5	17.3	13.9	16.1	16.2			
5:26 PM	183	246	302	361	356	301	319	214	2,282	6.5	7.9	10.1	11.6	11.5	10.0	10.3	10.2	9.8			
6:01 PM	224	248	325	525	416	455	404	231	2,828	8.0	8.0	10.8	16.9	13.4	15.2	13.0	11.0	12.1			
7:01 PM	252	284	374	493	497	533	406	289	3,128	9.0	9.2	12.5	15.9	16.0	17.8	13.1	13.8	13.4			
8:01 PM	239	263	292	388	384	334	313	145	2,358	8.5	8.5	9.7	12.5	12.4	11.1	10.1	6.9	10.1			
9:06 PM	180	177	207	362	238	327	258	100	1,849	6.4	5.7	6.9	11.7	7.7	10.9	8.3	4.8	7.9			
10:06 PM	126	124	163	381	192	201	129	96	1,412	4.5	4.0	5.4	12.3	6.2	6.7	4.2	4.6	6.1			
<b>Total</b>	<b>7,508</b>	<b>8,458</b>	<b>11,756</b>	<b>14,960</b>	<b>13,498</b>	<b>11,414</b>	<b>9,938</b>	<b>7,044</b>	<b>84,576</b>	<b>9.6</b>	<b>9.7</b>	<b>14.0</b>	<b>17.2</b>	<b>15.6</b>	<b>13.6</b>	<b>11.4</b>	<b>12.0</b>	<b>13.0</b>			
Southbound											Southbound										
Departing	Mt. CB	April	May	June	July	Aug	Sept	Oct	Nov	Total	April	May	June	July	Aug	Sept	Oct	Nov	Total		
6:45 AM	169	201	189	179	181	153	138	104	1,314	6.0	6.5	6.3	5.8	5.8	5.1	4.5	5.0	5.6			
7:15 AM	169	223	150	155	192	248	234	207	1,578	6.0	7.2	5.0	5.0	6.2	8.3	7.5	9.9	6.8			
7:45 AM	181	163	235	273	265	146	147	137	1,547	6.5	5.3	7.8	8.8	8.5	4.9	4.7	6.5	6.6			
8:15 AM	111	131	185	119	146	125	134	90	1,041	4.0	4.2	6.2	3.8	4.7	4.2	4.3	4.3	4.5			
8:50 AM	157	159	152	185	198	160	160	132	1,303	5.6	5.1	5.1	6.0	6.4	5.3	5.2	6.3	5.6			
9:20 AM	130	140	190	165	193	189	152	85	1,244	4.6	4.5	6.3	5.3	6.2	6.3	4.9	4.0	5.3			
9:50 AM	96	114	271	154	160	131	132	83	1,141	3.4	3.7	9.0	5.0	5.2	4.4	4.3	4.0	4.9			
10:20 AM	92	126	161	196	206	128	140	102	1,151	3.3	4.1	5.4	6.3	6.6	4.3	4.5	4.9	4.9			
11:00 AM	145	149	237	200	212	219	168	114	1,444	5.2	4.8	7.9	6.5	6.8	7.3	5.4	5.4	6.2			
11:30 AM	166	242	200	227	227	185	158	165	1,570	5.9	7.8	6.7	7.3	7.3	6.2	5.1	7.9	6.7			
12:00 PM	153	156	215	236	194	196	199	159	1,508	5.5	5.0	7.2	7.6	6.3	6.5	6.4	7.6	6.5			
12:30 PM	172	176	194	253	227	149	168	143	1,482	6.1	5.7	6.5	8.2	7.3	5.0	5.4	6.8	6.4			
1:00 PM	173	193	184	283	244	199	219	157	1,652	6.2	6.2	6.1	9.1	7.9	6.6	7.1	7.5	7.1			
1:30 PM	171	190	270	299	242	216	161	120	1,669	6.1	6.1	9.0	9.6	7.8	7.2	5.2	5.7	7.2			
2:00 PM	249	280	370	347	419	382	350	242	2,639	8.9	9.0	12.3	11.2	13.5	12.7	11.3	11.5	11.3			
2:45 PM	304	296	351	490	434	396	389	224	2,884	10.9	9.5	11.7	15.8	14.0	13.2	12.5	10.7	12.4			
3:35 PM	373	476	551	696	611	555	487	315	4,064	13.3	15.4	18.4	22.5	19.7	18.5	15.7	15.0	17.4			
4:00 PM	652	742	822	1,027	983	792	847	621	6,486	23.3	23.9	27.4	33.1	31.7	26.4	27.3	29.6	27.8			
4:45 PM	335	443	566	839	648	638	504	381	4,354	12.0	14.3	18.9	27.1	20.9	21.3	16.3	18.1	18.7			
5:15 PM	363	521	729	883	901	868	779	439	5,483	13.0	16.8	24.3	28.5	29.1	28.9	25.1	20.9	23.5			
5:45 PM	205	302	393	507	481	486	383	246	3,003	7.3	9.7	13.1	16.4	15.5	16.2	12.4	11.7	12.9			
6:15 PM	160	201	341	468	450	361	284	177	2,442	5.7	6.5	11.4	15.1	14.5	12.0	9.2	8.4	10.5			
6:45 PM	153	195	287	391	308	267	231	139	1,971	5.5	6.3	9.6	12.6	9.9	8.9	7.5	6.6	8.5			
7:20 PM	149	154	280	408	263	299	230	132	1,915	5.3	5.0	9.3	13.2	8.5	10.0	7.4	6.3	8.2			
8:20 PM	233	244	403	520	434	365	257	142	2,598	8.3	7.9	13.4	16.8	14.0	12.2	8.3	6.8	11.2			
9:20 PM	264	284	566	662	609	558	498	281	3,722	9.4	9.2	18.9	21.4	19.6	18.6	16.1	13.4	16.0			
10:25 PM	176	239	502	888	684	612	347	151	3,599	6.3	7.7	16.7	28.6	22.1	20.4	11.2	7.2	15.4			
11:25 PM	113	117	380	589	426	464	252	145	2,486	4.0	3.8	12.7	19.0	13.7	15.5	8.1	6.9	10.7			
<b>Total</b>	<b>5,814</b>	<b>6,857</b>	<b>9,374</b>	<b>11,639</b>	<b>10,538</b>	<b>9,487</b>	<b>8,148</b>	<b>5,433</b>	<b>67,290</b>	<b>7.4</b>	<b>7.9</b>	<b>11.2</b>	<b>13.4</b>	<b>12.1</b>	<b>11.3</b>	<b>9.4</b>	<b>9.2</b>	<b>10.3</b>			
<b>Overall Total</b>	<b>13,322</b>	<b>15,315</b>	<b>21,130</b>	<b>26,599</b>	<b>24,036</b>	<b>20,901</b>	<b>18,086</b>	<b>12,477</b>	<b>151,866</b>	<b>8.5</b>	<b>8.8</b>	<b>12.6</b>	<b>15.3</b>	<b>13.8</b>	<b>12.4</b>	<b>10.4</b>	<b>10.6</b>	<b>11.6</b>			

## Spring, Summer, Fall - 2023 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	28	784	782	98.3%	99.2%	99.2%	0.3%	0.5%
May	31	868	864	96.6%	99.3%	99.4%	0.1%	0.5%
June	30	840	837	94.5%	98.0%	98.7%	0.6%	0.7%
July	31	868	865	89.7%	98.6%	99.2%	0.2%	0.6%
August	31	868	862	91.4%	96.8%	98.5%	0.8%	0.7%
September	30	840	830	95.7%	99.6%	99.8%	0.1%	0.1%
October	31	868	868	97.6%	99.7%	99.8%	0.2%	0.0%
November	21	588	586	96.9%	99.7%	99.7%	0.3%	0.0%
<b>Total</b>	<b>233</b>	<b>6,524</b>	<b>6,494</b>	<b>95.0%</b>	<b>98.8%</b>	<b>99.3%</b>	<b>0.3%</b>	<b>0.4%</b>

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	28	784	782	98.1%	99.5%	99.6%	0.0%	0.4%
May	31	868	866	95.8%	98.6%	98.7%	0.2%	1.0%
June	30	840	837	91.6%	97.8%	98.8%	0.2%	1.0%
July	31	868	865	87.9%	96.0%	97.6%	0.3%	2.1%
August	31	868	864	88.5%	95.0%	96.3%	1.4%	2.3%
September	30	840	829	93.5%	98.9%	99.5%	0.2%	0.2%
October	31	868	867	96.2%	98.0%	99.1%	0.5%	0.5%
November	21	588	586	95.1%	99.0%	99.1%	0.3%	0.5%
<b>Total</b>	<b>233</b>	<b>6,524</b>	<b>6,496</b>	<b>93.2%</b>	<b>97.8%</b>	<b>98.6%</b>	<b>0.4%</b>	<b>1.0%</b>
<b>Average:</b>				<b>94.1%</b>	<b>98.3%</b>	<b>98.9%</b>	<b>0.4%</b>	<b>0.7%</b>

### Late/Missed Runs & Incidents –October, 2023

October, 2023			
Date	Late run	Missed Runs	Reason/Incident
10/1/2023	N/A	3:56 PM	DRIVER ERROR
10/7/2023	N/A	6:50 PM SB	DRIVER ERROR
10/28/2023	SEVERAL IN EVE	N/A	12:30 PM SB GOT STUCK, SWAPPED RUNS, SEVERAL LATE PM RUNS AND NO MT CB LATE AFTN DUE 2 WEATHER
10/31/2023	N/A	6:50 PM SB	COULD NOT SHUT DOOR



## GVRTA 2023 Emissions Analysis

GVRTA GHG Emissions Analysis					Kg of CO2 Emissions Created by GVRTA	CO2 Kg Emissions Created if all trips in Single Occupancy Vehicles (SOV)	GVRTA Total Kg of CO2 Emissions Reduction vs. SOV	Kg CO2 Red. per Pass.	Kg of NOx Emissions Created by GVRTA	NOx Kg Emissions Created if all trips in Single Occupancy Vehicles (SOV)	GVRTA Total Kg of NOx Emissions Reduction vs. SOV	Kg NOx Red. per Pass.	GVRTA Total KG of Methane Emissions Reduction	Kg Methane Reduct. per Pass.
GHG Emissions Produced and Reduced by the GVRTA														
2023	Passengers Carried	1-Way Bus Trips	RNG Used (GGE)	Diesel Used (gallons)										
January	40,983	2,123	11,923	2,996	109,493	529,769	420,276	10.255	146	7,988	7,842	0.191	23,694	0.578
February	38,202	1,951	11,018	3,389	107,500	493,820	386,320	10.113	163	7,446	7,283	0.191	21,896	0.573
March	41,003	2,140	13,495	2,103	110,812	530,027	419,216	10.224	108	7,991	7,884	0.192	26,816	0.654
April	16,010	1,702	8,636	2,720	84,901	206,954	122,053	7.624	130	3,120	2,990	0.187	17,162	1.072
May	15,315	1,730	9,081	2,948	90,172	197,970	107,798	7.039	141	2,985	2,844	0.186	18,045	1.178
June	21,130	1,674	10,666	1,788	88,863	273,138	184,275	8.721	91	4,118	4,027	0.191	21,194	1.003
July	26,599	1,730	12,006	1,617	95,999	343,833	247,834	9.317	85	5,184	5,100	0.192	23,858	0.897
August	24,036	1,726	10,891	1,679	89,247	310,702	221,456	9.213	86	4,685	4,598	0.191	21,642	0.900
September	20,901	1,659	10,056	2,017	87,158	270,178	183,019	8.756	100	4,074	3,973	0.190	19,984	0.956
October	18,086	1,735	11,182	1,639	90,768	233,790	143,021	7.908	85	3,525	3,440	0.190	22,221	1.229
November														
December														
<b>Total</b>	<b>262,265</b>	<b>18,170</b>	<b>108,953</b>	<b>22,898</b>	<b>954,913</b>	<b>3,390,181</b>	<b>2,435,268</b>	<b>9.286</b>	<b>1,134</b>	<b>51,115</b>	<b>49,981</b>	<b>0.191</b>	<b>216,512</b>	<b>0.826</b>

### Automobile emissions vs. GVRTA bus emissions:

4.07 automobile trips create the same amount of CO2 as the average GVRTA bus trip.  
 One car trip creates the same amount of NOx as 3.12 average GVRTA bus trips.  
 The RTA averaged 14.4 passengers per bus in this time period.



### Notes for Calculations:

Each one way trip by bus creates approximately 52.554 Kg of CO2 emissions and 0.0624 Kg of NOx emissions.  
 Each one-way trip by automobile creates approximately 12.927 Kg of CO2 emissions and 0.1950 Kg of NOx emissions.

### Notes & Assumptions:

RNG = Renewable or Recaptured Compressed Natural Gas (CNG)  
 GGE = Gasoline Gallon Equivalents (One GGE = 1.25 Therms of CNG)  
 One GGE of RNG used creates approximately 6.625 Kg of CO2 emissions and 0.001035 Kg of NOx emissions.  
 One Gallon of Diesel fuel used creates approximately 10.18 Kg of CO2 emissions and 0.0446 Kg of NOx emissions.  
 A gasoline powered automobile traveling 32 miles creates approximately 12.927 Kg of CO2 and 0.195 Kg of NOx per trip (assuming average of 22 MPG.)  
 The GVRTA purchases RNG credits which allows us to use methane from various sources such as landfills, wastewater treatment, food and animal waste as well as methane that otherwise would have been vented into the atmosphere.  
 According to the UN, over a 20-year period, Methane released into the atmosphere without being used is 80 times more potent in terms of causing warming than carbon dioxide.  
 Each GGE of CNG contains 1.9872 Kg of methane.  
 By purchasing renewable methane credits, the GVRTA prevents the gas from being released into the atmosphere thereby reducing methane emissions.

### 2023 Miles per Bus:

Miles / Bus 2023	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	5339 2023-C	5339 2023-C	AEX Buses	Total Bus Miles (odom.)	Total Revenue Miles
Bus #	#504	#505	#506	#503	#502	#501	#500	#507	#508	#509			
January	5,787	11,036	7,617	8,443	8,345	8,449	6,113	9,817	-	-	4,874	70,481	70,910
February	9,478	11,125	6,475	16,604	5,546	1,375	5,862	8,605	-	-	2,076	67,146	65,189
March	9,986	4,409	9,704	9,041	9,678	9,670	7,726	9,450	-	-	1,684	71,348	71,604
April	9,433	8,869	6,018	5,627	6,053	5,316	7,640	6,043	-	-	2,016	57,015	57,296
May	7,188	10,176	7,353	6,521	7,786	4,181	7,605	5,658	-	-	2,368	58,836	57,934
June	2,143	9,196	6,084	6,626	6,198	5,435	6,088	2,453	6,135	4,991	1,774	57,123	55,188
July	5,621	8,281	3,820	5,469	3,290	7,767	8,443	5,492	7,904	7,021	462	63,570	57,652
August	2,475	2,983	5,369	3,229	5,163	4,900	7,913	2,880	8,239	7,378	2,572	53,101	57,653
September	8,264	5,402	2,438	3,793	6,333	6,288	6,051	6,001	6,099	5,102	1,370	57,141	55,558
October	2,028	7,127	747	4,961	6,513	6,077	5,756	7,218	7,546	7,730	3,407	59,110	58,293
November												-	-
December												-	-
<b>Total</b>	<b>62,403</b>	<b>78,604</b>	<b>55,625</b>	<b>70,314</b>	<b>64,905</b>	<b>59,458</b>	<b>69,197</b>	<b>63,617</b>	<b>35,923</b>	<b>32,222</b>	<b>22,603</b>	<b>614,871</b>	<b>607,277</b>

### 2023 Repairs per Bus:

Repairs / Bus 2023	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	5339 2023-C	5339 2023-C	Inventory & Fleet	Total
Bus #	#504	#505	#506	#503	#502	#501	#500	#507	#508	#509		
January	\$ 6,558	\$ 430	\$ 17,452	\$ 3,370	\$ 692	\$ 1,328	\$ 143	\$ 929			\$ 29,548	\$ 60,450
February	\$ 1,026	\$ 1,259	\$ 2,441	\$ 1,016	\$ 595	\$ 1,148	\$ 369	\$ 1,060			\$ 21,589	\$ 30,503
March	\$ 918	\$ 1,192	\$ 4,708	\$ -	\$ 4,780	\$ 60	\$ 15,518	\$ 380			\$ 18,548	\$ 46,104
April	\$ 1,153	\$ 1,116	\$ 2,780	\$ 764	\$ 1,294	\$ 1,115	\$ 359	\$ 631			\$ 30,307	\$ 39,519
May	\$ 2,775	\$ 1,120	\$ 1,378	\$ 2,470	\$ 997	\$ 3,191	\$ 4,213	\$ 1,841			\$ 29,975	\$ 47,960
June	\$ 1,313	\$ 1,804	\$ 947	\$ 487	\$ 631	\$ 7,812	\$ 825	\$ 43			\$ 13,519	\$ 27,381
July	\$ 2,364	\$ 108	\$ 930	\$ 2,552	\$ 2,573	\$ 631	\$ 774				\$ 7,444	\$ 17,376
August	\$ 4,134	\$ 346	\$ 2,825	\$ 931	\$ 12,050	\$ 3,571	\$ (12,915)	\$ 30	\$ -	\$ 631	\$ 28,197	\$ 39,800
September	\$ 632	\$ 3,076	\$ 2,123	\$ 1,610	\$ 3,112	\$ 2,984	\$ 1,608	\$ 108	\$ 430	\$ -	\$ 26,683	\$ 42,366
October	\$ 3,675	\$ 1,414	\$ 2,649	\$ 3,223	\$ -	\$ 1,347	\$ 367	\$ 907	\$ 631	\$ 1,623	\$ 20,114	\$ 35,950
November											\$ -	\$ -
December											\$ -	\$ -
<b>Total</b>	<b>\$ 24,548</b>	<b>\$ 11,865</b>	<b>\$ 38,233</b>	<b>\$ 16,423</b>	<b>\$ 26,724</b>	<b>\$ 23,187</b>	<b>\$ 11,261</b>	<b>\$ 5,929</b>	<b>\$ 1,061</b>	<b>\$ 2,254</b>	<b>\$ 225,924</b>	<b>\$ 387,409</b>

### Senior Transportation Report

Ridership on the RTA Funded Senior Services - 2023										
Month	Gunnison Riders	CB Riders	Total Riders	Gunnison Miles	CB Miles	Total Miles	Gunnison Invoices	CB Invoices	Total Invoices	
January	937	240	1,177	3,424	3,989	7,413	\$ 18,197	\$ 7,801	\$ 25,998	
February	948	253	1,201	3,465	2,854	6,319	\$ 20,970	\$ 7,594	\$ 28,564	
March	1,034	155	1,189	3,241	2,953	6,194	\$ 22,494	\$ 5,838	\$ 28,332	
April	1,090	337	1,427	3,547	4,167	7,714	\$ 23,384	\$ 7,111	\$ 30,495	
May	927	270	1,197	3,137	3,635	6,772	\$ 24,928	\$ 8,097	\$ 33,025	
June	819	270	1,089	3,356	3,799	7,155	\$ 24,213	\$ 7,279	\$ 31,492	
July	843	275	1,118	3,474	3,608	7,082	\$ 17,531	\$ 9,054	\$ 26,585	
August	866	418	1,284	3,024	4,344	7,368	\$ 20,983	\$ 8,077	\$ 29,060	
September	850	330	1,180	3,405	4,557	7,962	\$ 21,637	\$ 8,137	\$ 29,774	
October	977	261	1,238	3,679	3,966	7,645	\$ 23,999	\$ 8,160	\$ 32,159	
November			-			-			\$ -	
December			-			-			\$ -	
<b>Total</b>	<b>9,291</b>	<b>2,809</b>	<b>12,100</b>	<b>33,752</b>	<b>37,872</b>	<b>71,624</b>	<b>\$ 218,336</b>	<b>\$ 77,148</b>	<b>\$ 295,484</b>	



## Staff Report

December 8, 2023

**To:** Gunnison Valley RTA Board of Directors  
**From:** Mel Yemma, AICP, Long-Range Planner and Troy Russ, Community Development Director  
**Thru:** Scott Truex, RTA Director  
**Subject:** Draft Transportation Mobility Plan

---

**Summary:** This agenda item will present an overview and solicit questions and/or feedback on the Draft Crested Butte Transportation Mobility Plan (TMP) from the RTA Board of Directors.

**Background:** Since January, The Town of Crested Butte (Town) has been working on a TMP to create a roadmap of meeting the Community Compass strategic plan goal of “*de-emphasizing cars and focusing on walking, biking, rolling, and transit*”. This plan has been developed in three phases: [data analysis](#), [community outreach](#), and drafting the plan, with the support of an advisory committee. Scott Truex is a member of the advisory committee.

The Draft TMP was officially published to the community for a month-long feedback period throughout November and is continuing to solicit feedback from the Town’s mobility partners.

**About the Draft TMP:** The Draft TMP puts all the pieces together from each phase of the planning process, which includes:

1. An introduction about the plan, goal, and process
2. An overview of Crested Butte’s existing mobility conditions and five key challenges
3. Identification of success measures utilizing the Community Compass framework
4. An intentionally sequenced long-range implementation plan with actions meant to accomplish Town’s TMP goal and agreed to success measures.

**Discussion:** This agenda item will present an overview of the Draft TMP and solicit initial feedback or questions from the RTA Board of Directors. Of particular interest to the RTA is the “5. Transit” category of the implementation plan:

1. 5.F (page 57): Participate in the RTA Transit Development Plan/Strategic Plan in 2024 to support current successful efforts on increasing service frequency and identify regional park-n-rides adjacent to origin outlying communities.
2. 5.G (page 58): Improve the Southbound RTA Stop to increase comfort, particularly during the winter seasons.

Staff will review these items at the meeting, as well as provide a general overview of the TMP and answer any questions from the board.

**What's next:** After the feedback period, Town Staff will reconvene the advisory committee to review community feedback and make additional refinements to the plan, prior to returning to Town Council for consideration of adoption in January, pending feedback received.

**Attachment:**

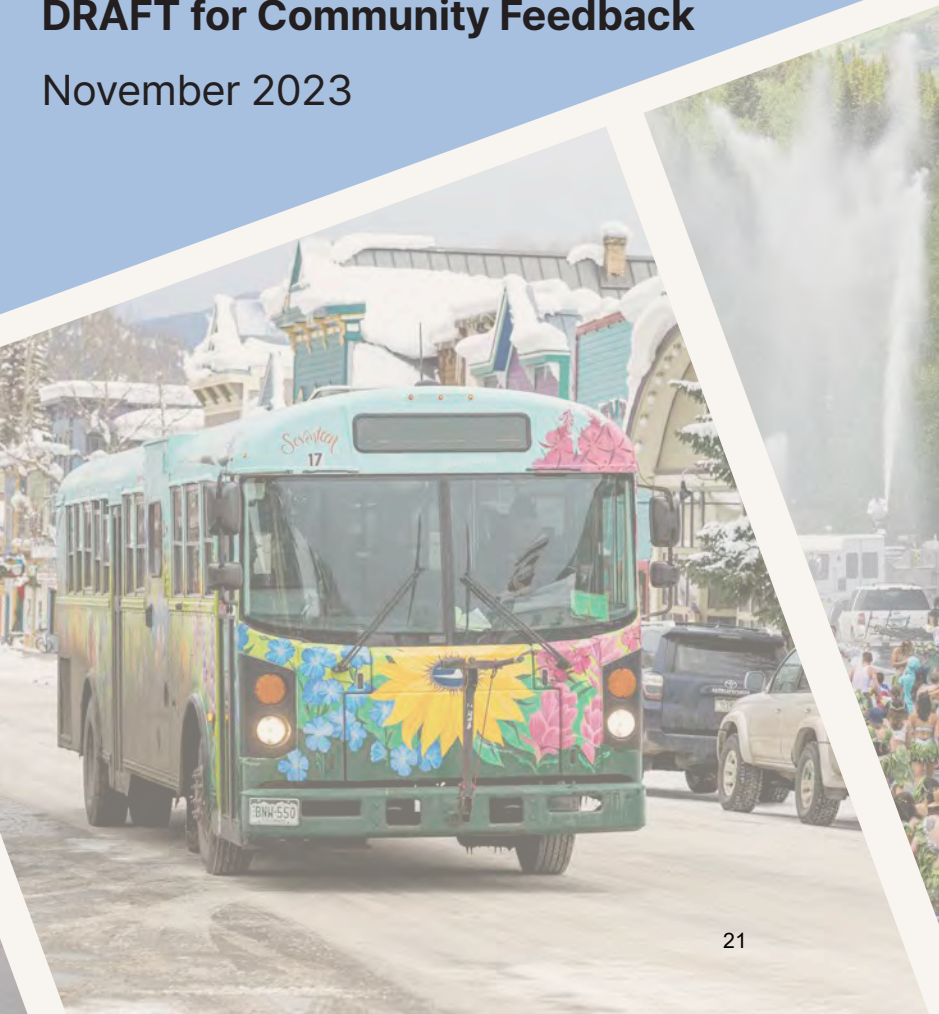
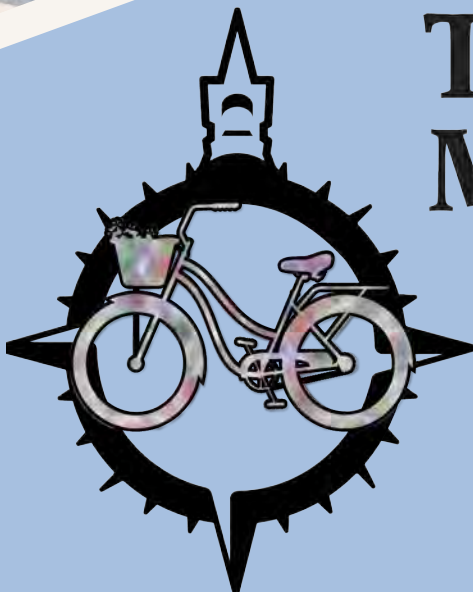
- [DRAFT Crested Butte Transportation Mobility Plan](#)



DRAFT

# Crested Butte Transportation Mobility Plan

DRAFT for Community Feedback  
November 2023



# Acknowledgements

## Town Council

- Ian Billick, Mayor
- Jason MacMillan, Mayor Pro Tem
- Anna Fenerty
- Beth Goldstone
- Chris Haver
- Gabi Prochaska
- Mallika Magner

## Town Staff

- Dara MacDonald, Town Manager
- Troy Russ, Community Development Director
- Mel Yemma, Long-Range Planner
- Nick Catmur, Former Planner I
- Jena Greene, Former Planner I
- Shea Earley, Public Works Director
- Mike Reilly, Chief Marshal
- Dannah Leeman, Sustainability Coordinator

## Mobility Partners

- Colorado Department of Transportation
- Gunnison County
- Town of Mt. Crested Butte
- City of Gunnison
- CB South POA
- Mountain Express
- Gunnison Valley RTA
- Crested Butte Fire Protection District
- Crested Butte Marshals' Office
- Park Crested Butte

## Advisory Committee

- Cal Fenerty
- Chris Hensley, Adaptive Sports Center
- Ed Schmidt, Board of Zoning and Architectural Review
- Eric Phillips
- Glo Cunningham
- Hedda Peterson, Crested Butte Nordic
- Jeremy Herzog, Mountain Express
- John Lynn, Park Crested Butte
- Kimberley Barefield
- Melissa Mason, Crested Butte Center for the Arts
- Mimi Mather
- Scott Clarkson, CB/Mt. CB Chamber of Commerce
- Scott Truex, Gunnison Valley RTA
- Steve Jennison
- Sue Navy

## Photo Credit

- Lydia Stern
- Nolan Blunck
- Robby Lloyd
- Thank you to everyone in the community who participated in this process whether through the webinars, surveys, workshops, open houses, and more!

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# Executive Summary



The 2023 Crested Butte Transportation Mobility Plan (TMP) is a long-range roadmap for the Town of Crested Butte (Town) to meet its Community Compass identified goal of de-emphasizing cars and focusing on walking, biking, rolling, and transit.

Guided by the Community Compass, the TMP engaged the community and the Town's mobility partners with both a targeted and broad outreach effort to educate the community on Crested Butte's mobility challenges, learn about different mobility perspectives and opportunities, and create and refine solutions that the community can support.







The TMP describes Crested Butte's existing mobility conditions and identifies five key transportation challenges the plan seeks to address:

1. Crested Butte is known to be a walkable and bikeable town, but growth in traffic and increased dependency on cars has eroded the pedestrian experience.
2. Some of Crested Butte's streets feel overwhelmed during peak times and traffic operations on Sixth Street are projected to fail by 2045, resulting in negative effects town wide.
3. Crested Butte has a perceived parking problem because everyone wants to park at the same place at the same time. While it is challenging to park in popular areas in the peak seasons, it's still convenient to park in town. The availability of parking encourages personal vehicle use over other modes of travel.
4. Crested Butte loves its local transit services, but the systems are limited in where they go and how frequently they travel, and not all of the transit facilities are convenient or comfortable for people of all ages and mobility levels.
5. Elk Avenue is the heart of Crested Butte but feels overwhelming to visit at times. The street is dominated by cars during busy times. How can Elk Avenue continue to be a place where everyone wants to be year-round and businesses can thrive?

Six measures of success were created using the Community Compass values of authentic, connected, accountable, and bold to guide the creation of alternatives. These success measures set the principles of how the Town can reach its Compass defined TMP goal in a way that is aligned with Crested Butte's community values. Success for the TMP means that the Town will:

- |  |  |
|--|--|
| ✓ Increase mobility choices and improve people's mobility experiences.     | ✓ Strengthen our sense of community and our connections to each other.                     |
| ✓ Reduce vehicle traffic and single occupancy vehicle use within the Town. | ✓ Keep our rough edges and polish only when necessary.                                     |
| ✓ Ensure traffic moves slowly with nothing faster than 15 mph.             | ✓ Test and tailor solutions when and where we can to ensure we achieve the result we want. |

The TMP culminates in an implementation plan that identifies actions to help the Town meet its TMP goal. The implementation plan includes different solutions within the categories of:

- |  |   |
|--|---|
|  1. Maintenance improvements                      |  4. Parking            |
|  2. Corridor planning, design, and implementation |  5. Transit            |
|  3. Traffic calming and pedestrian connectivity   |  6. Regulatory Updates |

Within each category, each recommended action is summarized and identified within the context of key partners, estimated costs, and implementation timing and phasing within a 22-year timeframe. Each solution is evaluated to determine whether it meets the agreed-to success measures.

# Introduction



## About this plan

The 2023 Crested Butte Transportation Mobility Plan (TMP) is a long-range roadmap for the Town of Crested Butte (Town) to meet its goal of de-emphasizing cars and focusing on walking, biking, rolling, and transit.

Crested Butte is known for townie-takeovers, colorful buses, skiing through the alleys, and socially convening in the streets. Being a pedestrian and townie-friendly community has long been a priority for the Town, but growth in traffic and dependency on cars has eroded the Crested Butte experience. If nothing is done to mitigate the impacts, the pedestrian and townie experience is expected to continue to worsen.



**Following the Compass:** Finding ways to re-prioritize boots, bikes, and buses emerged as a strategic priority in the Town's comprehensive plan, the Community Compass. The Compass set a specific goal to "de-emphasize cars and focus on walking, biking, and transit", including a related strategy of "conduct a comprehensive re-examination of how people move throughout the Town through a transportation plan". The adoption of the Compass identified the need and established the framework to conduct the TMP.

**Supporting Town Plans and Policies:** This TMP also supports the Town's 2019 Climate Action Plan, which identified a need to develop a strategy of reducing single occupancy vehicle use within the Town to reduce the community's greenhouse gas emissions.

The TMP is a culmination of a year-long effort to collaboratively understand Crested Butte's existing mobility conditions and challenges and identify solutions for Crested Butte to achieve its mobility goal, which is to:

Remain a pedestrian and townie-first community by de-emphasizing cars and focusing on walking, biking, rolling, and transit.

### A Crested Butte plan with a regional approach

The TMP is a Town plan that focuses on transportation policies and public investments within the one square mile of the Town's municipal boundary. However, Crested Butte is a small town with a big community and the regional context of how community members and visitors that live outside the Town boundaries travel into and around Crested Butte to work, visit, recreate, and connect with friends is critical to the success of this plan. Through the next chapters, the regional context of the TMP is interwoven into Crested Butte's mobility challenges. Additionally, opportunities to regionally collaborate with the Town's jurisdictional and regional mobility partners are identified in the implementation plan as collaboration is critical to achieve the goal of this plan.





# What's inside this document

- 1 Introduction:** The introduction describes what this plan is about, including the Town's goal and the planning process. In this chapter, a brief history of transportation planning in Crested Butte is also shared, along with glossary of transportation terms to help the reader navigate the document.
- 2 Crested Butte's Mobility Challenges:** The next chapter provides a snapshot of how Crested Butte's residents, employees, and visitors move around today and five key takeaways of transportation challenges this plan seeks to address.
- 3 Defining Success for the Future:** Following the Community Compass decision-making framework, success measures are identified using Crested Butte's values of authentic, connected, accountable, and bold, to identify the community expectations for recommended transportation solutions.
- 4 Implementation Plan:** The final chapter includes a long-range roadmap of Town maintenance improvements, policy updates, additional planning initiatives, and specific projects to implement in a strategically phased approach over the next 22-years to meet the Town's transportation and climate action goals. Each topic in this chapter describes how recommended transportation solutions meet identified success measures, the key partners needed to successfully implement, and estimated capital and maintenance costs.



## Using the Compass Framework

**Step 1. Understand the challenge and develop a goal statement:** This chapter shares the TMP goal, which was guided by the Compass strategic plan. Chapter 2 provides a summary of Crested Butte's mobility challenges.

**Step 2. Commit to a community engagement strategy:** This introduction provides a summary of the community engagement strategy used to develop the TMP.

**Step 3. Develop success measures:** Chapter 3 identifies the six measures of success developed during the TMP process using the Compass values of authentic, connected, accountable, and bold.

**Step 4. Identify alternatives and filter through the success measures:** The implementation plan in Chapter 4 presents the culmination of refined alternative transportation solutions that were vetted by the community and filtered through the success measures with the TMP advisory committee.

**Step 5. Make decisions based on informed consent:** The TMP advisory committee, as well as the Town Council, used an informed consent model of decision-making to refine the plan and adopt it. Informed consent means that everyone has a shared understanding of the challenges, an opportunity to be aware of solutions identified the TMP, and to participate in the discussion and adoption of the plan.

# How was this plan developed?

The TMP followed the Community Compass five step decision-making framework to develop recommendations that are aligned with the goals and values of the Crested Butte community.

The TMP was developed in three phases with a targeted and broad community outreach effort to educate the community on Crested Butte's mobility challenges, learn about different mobility perspectives and opportunities, and create and refine solutions that the community can support.

## Phase 1: Understanding CB's Existing Mobility Conditions

January - April 2023 | [View the summary here](#)

Phase One focused on data collection and analysis to take a deep dive into the Town of Crested Butte's existing mobility conditions, while also learning from national experts on best practices for transportation planning through a webinar series.

Data collection included surveying the community on how they move throughout the Town, as well as facilitating a Winter Walk & Roll audit to gain observations from the streets from a variety of mobility abilities. Additional data was analyzed from Streetlight, a big data transportation software that analyzes cell phone location data. This data was correlated with existing Town and CDOT traffic speed and volume data. The Town also worked with Kimley Horn, a traffic engineering firm, to conduct a corridor analysis for Sixth Street. The Town pulled data from parking studies conducted by the Town in 2018, 2020, 2021, and 2023 in partnership with Interstate Parking. Historic transit ridership data from Mountain Express and the Gunnison Valley RTA was provided by the Town's transit partners. Additional sources include the Town's GIS data and Town code.

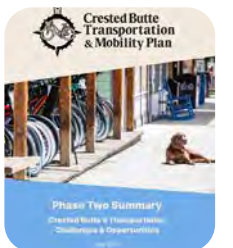


**By the numbers**  
 406 Mobility survey responses  
 185 Webinar watches  
 5 Walk & Roll participants

## Phase 2: Identifying CB's Biggest Challenges & Opportunities

May - July 2023 | [View the summary here](#)

Phase Two focused on determining Crested Butte's biggest mobility challenges and identifying opportunities to address them. Through an open house, digital mobility concerns map, 5-part workshop series, summer Walk & Roll audit, and the "Think Tank" survey campaign, the Town solicited community feedback to learn from Crested Butte's mobility conditions to identify the biggest challenges and opportunities for this plan.



**By the numbers**  
 35 Open house attendees  
 100 Workshop participants  
 942 Think Tank responses  
 20 Walk & Roll participants

## Phase 3: Drafting the Plan

August - December 2023

The final phase culminated in drafting the TMP by bringing all the pieces together. Draft success measures and alternative solutions were identified to provide a mix of different types of solutions to consider including in the TMP. These were identified by synthesizing Crested Butte's existing mobility conditions (Phase One) with community engagement (Phase Two).

A 15-person advisory committee comprised of community members representing different neighborhoods, organizations, and businesses, along with different Town department representatives, was convened to collaboratively refine success measures and vet the alternative solutions. Concurrent with the advisory committee, Community feedback continued to be solicited through an open house and Town Council work sessions to help refine the draft and prepare for publication.

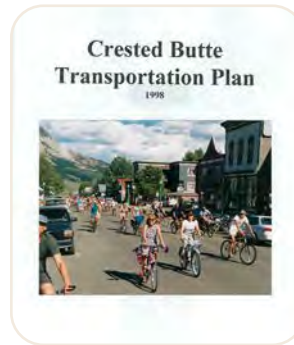


**By the numbers**  
 20 Open house attendees  
 15 Advisory committee members  
 Coming soon! Draft plan comments

# Learning from the past

## A brief history of transportation planning in Crested Butte

Over the years, Crested Butte has long held a priority of encouraging alternative modes of travel over a private car. While specific challenges, needs, and technologies have evolved, many of this TMP's challenges and solutions are the same topics today as they were in the 1990s and 2010s. A brief summary of each past planning effort is described below.



**Crested Butte 1998 Transportation Plan:** In 1997-1998 the Town developed a Transportation Plan in response to a consensus that the quality of life in Crested Butte was degrading due to motorized traffic. The community felt that an increase in motor vehicles was leading to increased difficulty crossing Sixth Street, high speeds on Whiterock Avenue, decreased comfort for pedestrians and bikes, and too much congestion on Elk Avenue. The 1998 plan was formed through a 17-member round table that worked alongside Town Staff to draft a 5-year implementation plan, and some longer-term initiatives for consideration.

**Five key challenges identified** (as you read the next chapters...do these sound familiar?)

1. There is too much traffic volume in town and moving through town.
2. There are too many intermodal conflicts and not enough accommodation of various modes.
3. Public transit does not provide enough trips per day, does not serve enough months per year, and does not serve enough geographic areas.
4. Parking is inadequate because it is not being properly used, not turning over enough, and designated parking areas are not clearly signed.
5. Trails are inadequate because they fail to connect key and important places.

### 1998 Plan Goals

1. Protect the quality of life in Crested Butte, town wide, and particularly in residential areas by minimizing the negative impacts of traffic.
2. Promote a pedestrian oriented community. Encourage multiple uses of the streets and do not impede the movement of bicycles and pedestrians within town.
3. Encourage easy access to and throughout Crested Butte with fewer automobile trips.
4. Help maintain the vitality of the Crested Butte business community.
5. Work together with the local governments of the valley to help accomplish the goals of this transportation plan.



**Crested Butte 2014 Transportation Plan:** In 2014, the Town looked to create a new Transportation Plan, which was never completed. The plan identified several challenges consistent with the 1998 plan, and identified the following goals:

### 2014 Plan Goals

1. Provide free and reliable public transportation that is available to both residents and visitors.
2. Maintain the safe pedestrian and bike-oriented community where the use of a car is optional.
3. Continue the use of Town as the hub to the surrounding trail network.
4. Provide free parking that allows visitors and residents to walk, bike, or take transit to destinations around Town.

## Previously identified solutions

The following table shows solutions from the previous plans in regard to whether they were implemented or not. Many of the solutions discussed in the past are similar to solutions identified and vetted in the 2023 TMP.

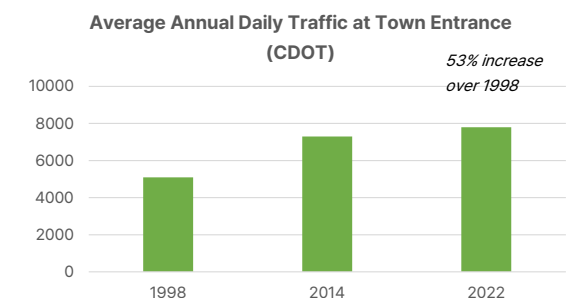
Implemented (or ongoing)	On the shelf
<ul style="list-style-type: none"> <li>• Enforce 2-hour time limits on Elk Avenue (Implemented in 2021)</li> <li>• Residential parking permits in neighborhoods surrounding Elk Avenue (Implemented in 2021)</li> <li>• Construct affordable housing in Crested Butte to have more people live closer to where they work (Ongoing)</li> <li>• Enhance crosswalks at mid-block crossings and intersections (Improved on Elk Avenue and Sixth Street)</li> <li>• Traffic calming throughout the Town using traffic circles and/or flower boxes (Implemented in early 2000s, with reprise and upgrades in 2021)</li> <li>• Develop valley-wide public transportation (Implemented with launch of RTA)</li> <li>• Expand transit schedules during the mornings, evenings, and off seasons (RTA has grown its schedule)</li> <li>• Create more bike paths and walking trails (Ongoing, such as improved access to Woods Walk and Eighth Street sidewalk)</li> <li>• Collect more data (The 1998 plan admitted to not having the right data and primarily going off experience and community feedback. This TMP emphasized data analysis during the first phase to inform the plan.)</li> <li>• Pave the 4-Way Parking Lot (Implemented in 2019)</li> </ul>	<ul style="list-style-type: none"> <li>• Launch a circulator bus</li> <li>• Develop an intercept parking lot with public transportation</li> <li>• Restrict delivery times</li> <li>• Educate the community on how to be more pedestrian friendly</li> <li>• Increase outlying post office annexes to reduce vehicle trips into town</li> <li>• Bike storage to help serve transit</li> <li>• Educate people about carpooling and promote safe hitchhiking</li> <li>• Improve the Red Lady intersection with a roundabout</li> <li>• Update parking and land use regulations</li> <li>• Consider making Third Street a pedestrian mall</li> </ul>

## Key takeaways

Change is hard for any community. Previously, the Town did not have the technical data and analysis, nor the Community Compass decision-making process, to successfully move forward on many transportation initiatives. The common themes with actions implemented more recently is that they have been supported by detailed data analysis and the utilization of the informed consent model.

One constant from the previous transportation studies to today is the ever-increasing vehicle traffic using Crested Butte's streets and the increasing negative impacts they are having with the livability of Crested Butte. The community will not notice a reduction in negative impacts caused by the automobile until a comprehensive mobility strategy is implemented by the Town.

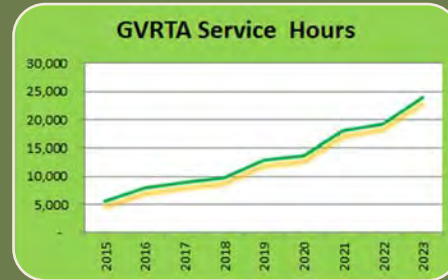
Incremental actions without a comprehensive strategy have unintended consequences and threaten the Town's ability to achieve the Town goal of de-emphasizing cars and focusing on walking, rolling, biking, and transit. This TMP for Crested Butte presents a phased comprehensive strategy that can be implemented incrementally over the next 22-years.



## Celebrating local transit success

While several actions from past Transportation Plans were ultimately shelved, there are two major transportation successes in Crested Butte and the Gunnison Valley that are worth celebrating. The Gunnison Valley RTA and Mountain Express are two essential transit service providers and have both grown extensively to meet the community's needs. Both entities were active partners with the Town through the TMP development and continuing to work together will be critical to the success of this plan.

**Gunnison Valley RTA:** The mission of the Gunnison Valley Transportation Authority (RTA) is to provide and improve air transportation to and from the Gunnison-Crested Butte Regional Airport on a year-round basis, to provide a long term and energy efficient public transit system between the north and south ends of the Highway 135 corridor, and to provide senior and human services transportation in Gunnison County. The RTA has been steadily increasing service and in 2023 will provide more than 4 times the service hours than it did just eight years ago.



**Mountain Express:** Mountain Express' mission is to provide safe, free and courteous public ground transportation services for residents of and visitors to the Mt. Crested Butte, Crested Butte, and surrounding north valley communities and to provide a safe, fair, and honest working environment for Mountain Express employees. While Mountain Express's fixed route bus service levels have stayed relatively flat for the last decade, recent additions of an expanded senior service program, the late-night taxi and an on demand service have raised annual service hours from 19,300 hours in 2014 to 33,400 hours in 2024. Based on its incredibly low cost per passenger measurement, Mountain Express is proud to boast its status as the most cost-efficient public transit system in the mountain west.



## Defining Transportation Lingo

What are the meanings of some transportation terms used in this plan?

- **“De-emphasize”:** Providing the choice, but it doesn't need to be the first choice. This plan does not call to remove cars from the Town, rather it focuses on providing alternative choices to driving.
- **“Managing Congestion”:** Refers to different strategies that can be adopted for managing the projected increase in vehicle traffic. Managing congestion does not mean eliminating it. It is more about providing mobility alternatives to congestion and ways of making congestion safer for pedestrians and drivers.
- **85th percentile of speeds:** This is the speed at or below which 85 percent of all vehicles are observed to travel. This is the national standard for measuring speeds along streets and is used to determine posted speed limits.
- **Average daily traffic (ADT):** ADT stands for “average daily traffic” and refers to the amount of cars that travel through or along a specific road segment.
- **Headway:** A transit term that refers to the amount of time between transit vehicle arrivals at a stop. For example, when Mountain Express runs every 15 minutes in the winter, their headway is 15 minutes.
- **Level of Service (LOS):** A score used to describe the operating conditions of a roadway or intersection for vehicles based on maneuverability and delay. Level of service is rated A-F. The CDOT standard for traffic operations is a LOS D or better on Highway 135.
- **Mobility:** Is defined as the potential for movement and the ability to get from one place to another using one or more mode of transportation.
- **Mode Split:** The percentage of travelers using a specific type of transport (% Driving, % Using Transit, % Walking, and % Biking).
- **Network:** The entire system of all transportation options available in an area including roads, trails, sidewalks, transit, and any infrastructure that connects land uses.
- **Origin and Destination:** An origin is anywhere that a transportation trip begins and a destination is considered the end of a trip. A trip is considered over when the subject stays in the same location for more than five minutes or changes their type of transport (i.e. stops driving and starts walking).
- **Parking duration:** Refers to the amount of time a parking space is occupied by a vehicle.
- **Parking turnover:** Parking turnover identifies how many times a parking space turns over to a different car in a period of time.
- **Parking utilization:** Utilization describes how full different parking areas are throughout different times of day. The number of cars parked in an area is divided by the amount of available parking. Remember in Crested Butte, the denominator of available parking can change in the winter due to high amounts of snow.
- **Snow:** Don't forget about snow in Crested Butte! We have to plow it and store it until it can melt. The ❄️ seasonality of Crested Butte's mobility challenges and the implications snow management has on the solutions (and vice versa) are critical to remember in this plan.
- **Traffic Calming:** Deliberately slowing the speed of traffic through physical geometric interventions within the street.
- **Woonerf:** Refers to a living street. A Woonerf is a type of road designed to encourage multimodal transportation that blends (shares) pedestrian space and vehicle space together. They typically utilize traffic calming methods to slow down the speeds of vehicles.

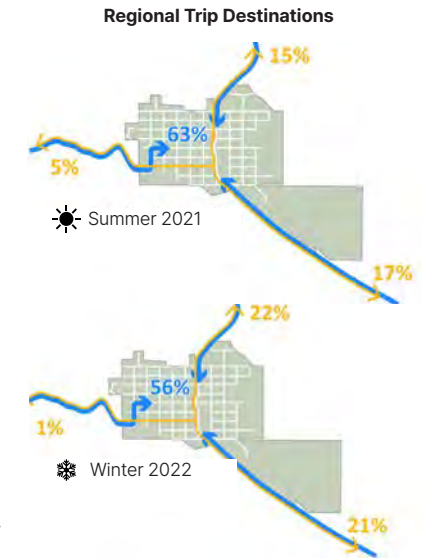
# Crested Butte's Mobility Challenges



## How Crested Butte moves

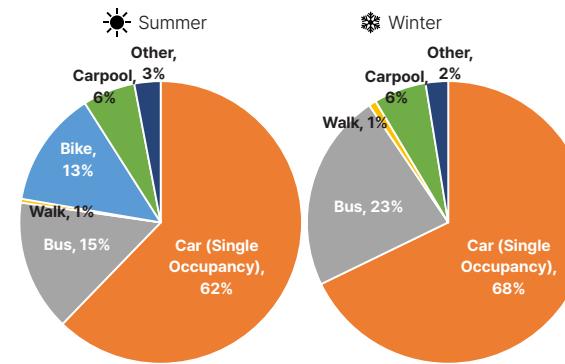
### Movement into Crested Butte

The Town of Crested Butte is the primary activity hub of the north Gunnison Valley. During the summer seasons, 63% of all regional trips have a destination within the Town, while trips passing through Town equal 37%, including people traveling to Mt. Crested Butte and areas north (15%), Kebler Pass and areas west (5%), or areas south of Town (17%). During the winter, regional trips destined to Crested Butte reduce to 56%, while travel north to Mt. Crested Butte rises, indicating 7% more trips travel through the Town to head to the ski resort (Streetlight).



44% of Crested Butte's employees live outside of the Town during the summers (37% during the winters). Additionally, many Gunnison Valley residents travel to the Town on a weekly basis to go to the post office, dine, buy groceries, and for recreation and entertainment. Many of these activities are currently only available in the north valley in Crested Butte.

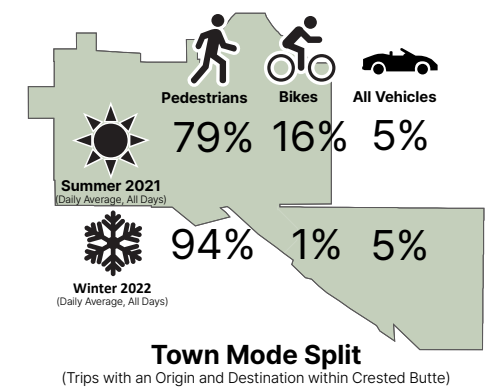
### How do Gunnison Valley residents travel into Crested Butte?



The majority of Gunnison Valley residents travel by car to enter the Town. From a survey of 406 responses, when asked how travelers typically enter the Town, the majority of respondents (62% summer and 68% winter) drive a single occupant car. Bus ridership comprises the second highest mode of travel into the Town (15% summer and 23% winter) (2023 Mobility Survey).

### Movement throughout Crested Butte

While the majority of non-Town residents indicated in the survey that they drive to the Town, Crested Butte residents predominantly walk and bike to destinations within the Town. For all trips that have an origin and destination within the Town, pedestrian travel dominates (79% in the summer and 94% in the winter), followed by bike travel in the summer (16%) (Streetlight).



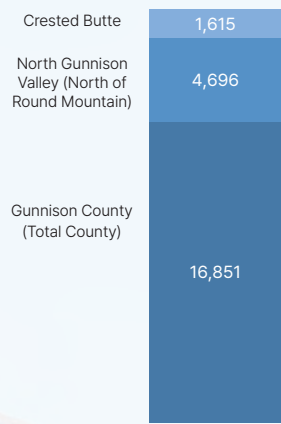
Crested Butte's small size (.9 square miles) lends itself to a high pedestrian mode split, townie-culture, and "park once" environment, however, as described through this chapter, increasing amounts of traffic entering the Town is eroding the pedestrian experience, the Town's mobility goals, and overall livability.

The following page shows a snapshot of Crested Butte's mobility, followed by five key mobility challenges identified for Crested Butte.

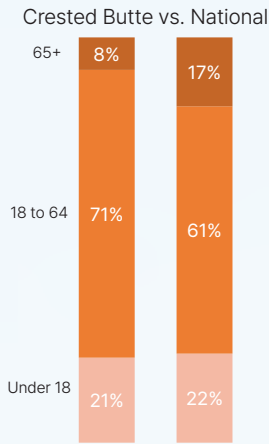
# Crested Butte Mobility Snapshot

## Demographics

The Region's Population (US Census)

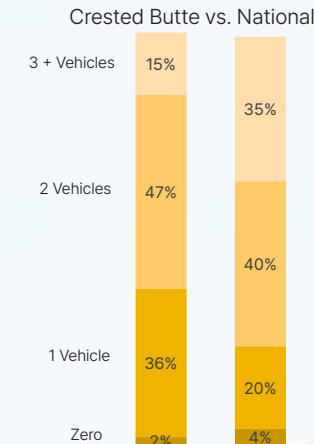


Age Breakdown (US Census)

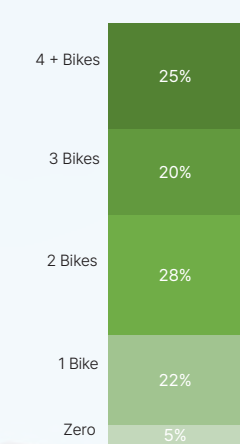


## Car and Bike Ownership

Household Vehicle Ownership (US Census)

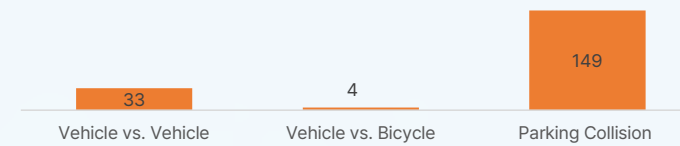


Individual Bike Ownership (Mobility Survey)



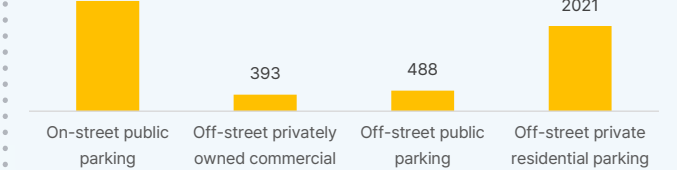
## Collisions

Collisions over the past five years (CB Marshals Office)



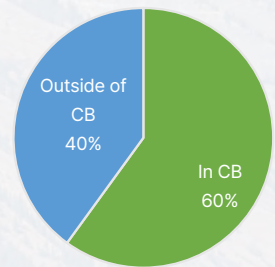
## Parking Supply

Town Parking Supply (Town GIS Data)

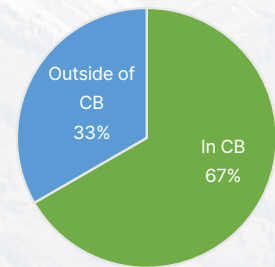


## Live/Work and Commute Patterns

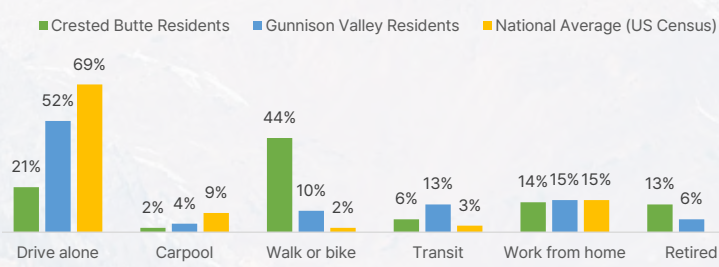
Where CB's employees live (Streetlight)



Where CB's residents work (Streetlight)

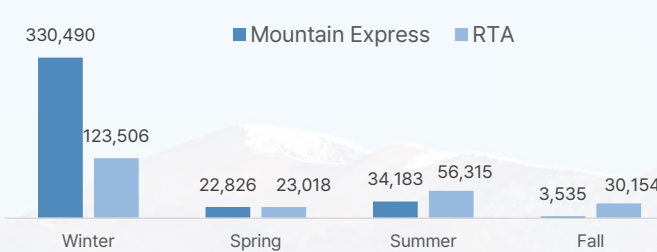


Typical commute to work (Mobility Survey)

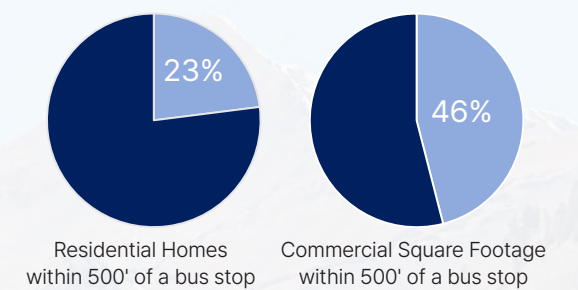


## Transit

2022 Transit Ridership (Mountain Express and RTA)

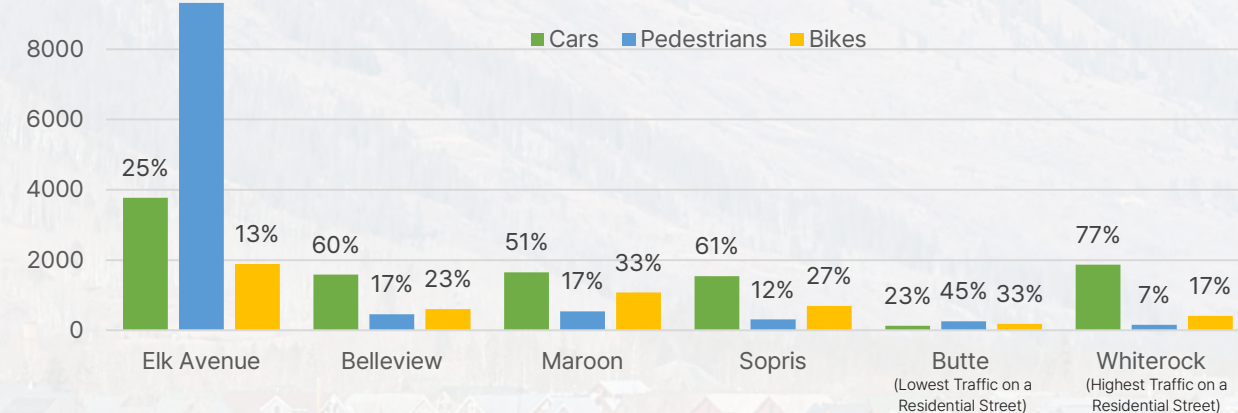


Proximity to Transit within 500' (Town GIS Data)



## Mode Split on CB's Streets

Average Daily Traffic, Pedestrian, and Bikes (Streetlight)



## Five Key Mobility Challenges

Data analytics and community feedback identified the following mobility challenges for Crested Butte:

1. Crested Butte is known to be a walkable and bikeable town, but growth in traffic and increased dependency on cars has eroded the pedestrian experience.
2. Some of Crested Butte's streets feel overwhelmed by traffic during peak times and traffic operations on Sixth Street are projected to fail by 2045, resulting in negative effects town wide.
3. Crested Butte has a perceived parking problem because everyone wants to park at the same place at the same time. While it is challenging to park in popular areas in the peak seasons, it's still convenient to park in town. The availability of parking encourages personal vehicle use over other modes of travel.
4. Crested Butte loves its local transit services, but the systems are limited in where they go and how frequently they travel, and not all of the transit facilities are convenient or comfortable for people of all ages and mobility levels.
5. Elk Avenue is the heart of Crested Butte but feels overwhelming to visit at times. The street is dominated by cars during busy times. How can Elk Avenue continue to be a place where everyone wants to be year-round and businesses can thrive?

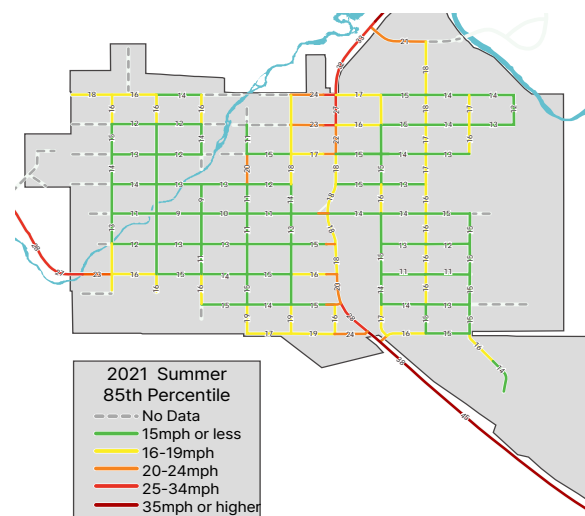


# Challenge One

Crested Butte is known to be a walkable and bikeable town, but growth in traffic and increased dependency on cars has eroded the pedestrian experience.

Crested Butte's mixture of land uses and small size lends itself to a pedestrian first culture. However, the town's high mode split for walking, rolling, or biking applies only to trips that begin and end within the Town itself. When looking at the regional context, most trips entering the town come by single occupant vehicles. Higher amounts of traffic entering and leaving the town each year has begun to erode the pedestrian feel of Crested Butte.

**Pedestrian comfort:** Speeding is one of the largest complaints heard through the grapevine during the summer seasons and impacts pedestrian comfort. As shown on the map to the right, speeds on the Town's streets are generally in compliance with the 15mph speed limit, however, cars diverting off of Sixth Street onto the Town's street network tend to experience the highest speeds (Streetlight).



Speeds are measured by the 85th percentile, which is a national metric used in transportation planning as 15% of the population typically speeds. While the metric shows general compliance, one bad experience can stick with a pedestrian forever. Interestingly, roadway geometrics and the volume of traffic together influence the number of cars that are in compliance or speeding. For example, roadway geometrics limit the speed vehicles travel, but the number of cars influence how many cars are speeding.

Together, volumes and speed of traffic impact pedestrian comfort, particularly on the Town's shared residential streets. While Sixth Street and Elk Avenue carry the largest amount of cars, they have sidewalks. The Town's shared residential streets have no sidewalks and their volume of traffic varies greatly, based on the connectivity of the street network. Higher traffic volume streets like Whiterock Avenue, First Street, Maroon Avenue, Sopris Avenue, and the streets exiting Sixth Street (Streetlight) are generally more overwhelming for pedestrians to comfortably negotiate.

**Seasonality:** Crested Butte's summers and winters have different pedestrian experiences. Traffic volumes and vehicle speeds throughout the Town are overall lower in the winter because high snowbanks and narrower streets result in natural traffic calming. However, winter poses different mobility pedestrian challenges throughout the Town with slippery streets and reduced visibility at intersections.

**Regional Context:** Based on Crested Butte's origin/destination data, Crested Butte really is the hub of the north valley and most people drive into town. While this plan looks at ways to use this data to improve the experience within the Town, future integrated regional land use and transportation planning would impact regional travels patterns as well. For example, future commercial development in outlying communities could influence frequency of trips into Crested Butte.

**Pedestrian experience:** Crested Butte's size promotes walking, biking, and rolling, but does its environment make pedestrian travel a pleasant experience throughout the year? When assessing walkability and rollability, it's important to remember that different ages in life, mobility abilities, perspectives, and individual comfort levels can impact each person's pedestrian experience. The following map shows a pedestrian assessment of Crested Butte's streets within four categories, guided by the six principles of walkability. Focusing infrastructure improvements in key locations could help improve the pedestrian experience in places where it is most disrupted by vehicle traffic and deliberately connect certain areas of town. Typically, the lowest quality pedestrian experiences are located on commercial streets with higher traffic volumes, disorganized driveways, and no sidewalks.

**Walk & Roll Principles**

- Accessible:** A place that can be enjoyed by people of all mobility levels and ages.
- Comfortable:** A place that provides a feeling of personal security and safety and you can feel at ease with your surroundings.
- Connected:** A place that connects multiple routes to different activities and resources regardless of how you are traveling.
- Convenient:** A place that is easily understood by ensuring the walking environment provides visual and physical directness between destinations.
- Engaging:** a visually interesting place that allows residents and visitors of all ages to connect with each other and the surrounding environment.
- Vibrant:** A place that is full of life, energy, and enthusiasm.

**Accommodating:** Elk Avenue's sidewalks and architecture are engaging for pedestrians, however, its intersections are more challenging for pedestrians to be seen and to cross.

**Challenging:** High amounts of driveways fronting the street result in pedestrians needing to be extra aware of cars backing up.

**Chaotic:** Higher amount of traffic combined with street facing parking on Belleview result in comfort challenges for pedestrians and cyclists.

**Threatening:** High volumes and congestion result in poor driver behavior and rushed decisions, making the 4-way a threatening intersection at times.

## Opportunities to address this challenge

Reduce traffic volumes within the Town by influencing the mode split coming into Crested Butte. This can be accomplished by:

- Transit:** Increase the frequency, reach and comfort of transit to make it more of a competitive choice for people to use.
- Parking:** Manage parking in a way where driving isn't always the most convenient choice, which would, in time, reduce single occupancy vehicle use and traffic volumes.

Improve the mobility experience throughout town by:

- Maintenance improvements:** Improving sightlines at high volume intersections can help improve pedestrian and bicycle safety and comfort.
- Pedestrian Connectivity:** Target sidewalk, footpath, and pedestrian bridge investments to improve the pedestrian experience on challenging streets and shorten walking distances strategically by using new bridges and footpaths to connect traditionally disconnected areas of town.

**Traffic Calming:** Implement seasonal traffic calming measures in needed areas to slow vehicles and elevate the pedestrian experience.

**Corridor planning:** Planning ahead for future street investments for the Elk Avenue and Sixth Street corridors can help improve the pedestrian experience, whether through a more accessible sidewalk or more comfortable and safer pedestrian crossings before traffic problems divide the town.

## Tradeoffs that may need to be considered to address this challenge

**Parking:** While parking management is an opportunity to impact the amount of traffic traveling into Crested Butte, it is also a tradeoff in that the community may need to embrace less convenient and available on-street parking in certain areas or certain times of day to be effective.



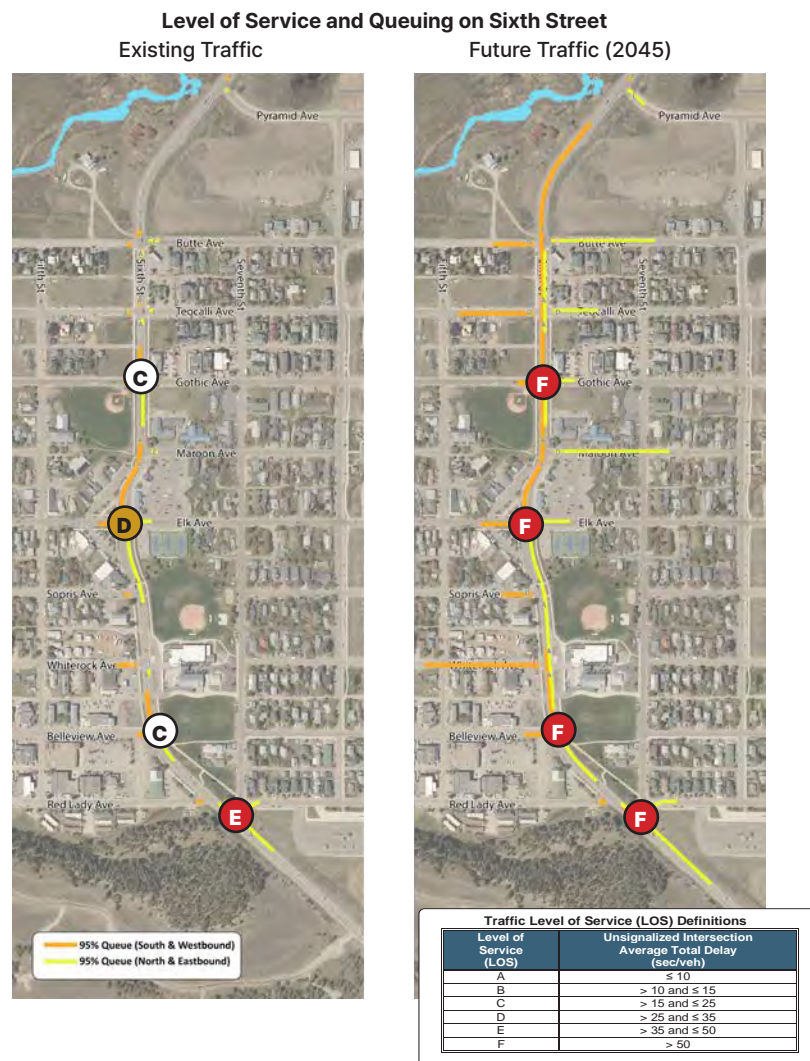
## Challenge Two

Some of Crested Butte's streets feel overwhelmed by traffic during peak times and traffic operations on Sixth Street are projected to fail by 2045, resulting in negative effects town wide.

Sixth Street is the main artery that carries traffic into and through Crested Butte. The roadway is owned and maintained by the Colorado Department of Transportation (CDOT) from the Town's south entrance to Elk Avenue as State Highway 135. The roadway is owned and maintained by the Town of Crested Butte north of Elk Avenue to Butte Avenue. The County owns and maintains the roadway as Gothic Road (County Road 317) north of Butte Avenue. On average, 63% of trips on Sixth Street have a destination in Crested Butte while only 37% of all the highway's trips pass through the Town (Streetlight).

**Today's Challenges:** The maps to the right show the traffic level of service (LOS) at each intersection, as well as the anticipated 95th percentile queuing distance of cars, today and projected to the year 2045. LOS is categorized by the delay experienced at each intersection, shown in the accompanying table. The Red Lady Intersection already operates at a LOS E today, which is below CDOT standards (Kimley Horn). This intersection is challenged by the difficulty for southbound traffic from Red Lady Avenue to make a left turn onto Sixth Street (Hwy 135). This difficulty in making a left turn causes many cars in the eastern portion of Crested Butte to either backtrack or divert to Elk Avenue (the 4-Way) to exit southbound out of Town. This diversion causes unnecessary congestion at the 4-Way.

The voter approved expansion plans of the Crested Butte Community School will require the School District and the Town to apply for a new CDOT access permit for the Red Lady and Sixth Street intersection. It is anticipated the current deficiency (westbound left LOS E) will trigger the need to improve this intersection before a new certificate of occupancy can be issued for the school.



**Looking to the future:** The future corridor traffic projection shows that the Belleview, Elk Avenue, and Gothic intersections will all reach a LOS F by 2045, where motorists will experience a 50 second or more delay (Kimley Horn). Not only will motorists experience delays, but longer delays can result in rushed decisions and poor driver behavior when it comes to vehicle collisions and accounting for pedestrians crossing the street. Safety becomes a primary concern with congested intersections.

**Flexing the network:** The biggest challenge for Sixth Street is determining the role the Crested Butte community wants it to play in the future and how the Town wants to manage increased congestion. With 63% of trips ending their destination in Crested Butte, finding ways to improve transit operations and improve local street network connections can better disperse this traffic onto the local street network and prevent the need for significant intersection investment in the corridor. Improved connections would reduce, or delay, congestion on Sixth Street. Additionally, focusing on streetscape and intersection improvements that improve pedestrian safety and comfort can ensure that Sixth Street will never divide the town.

**Regional Context:** Most cars entering or passing through Crested Butte utilize Sixth Street at some point during their trip. About a third of traffic is traveling through to another destination in the region. The Town needs to find a way to safely manage congestion of through traffic on Sixth Street without dividing the town.



### Opportunities to address this challenge

Accommodate through traffic without dividing the Town by:

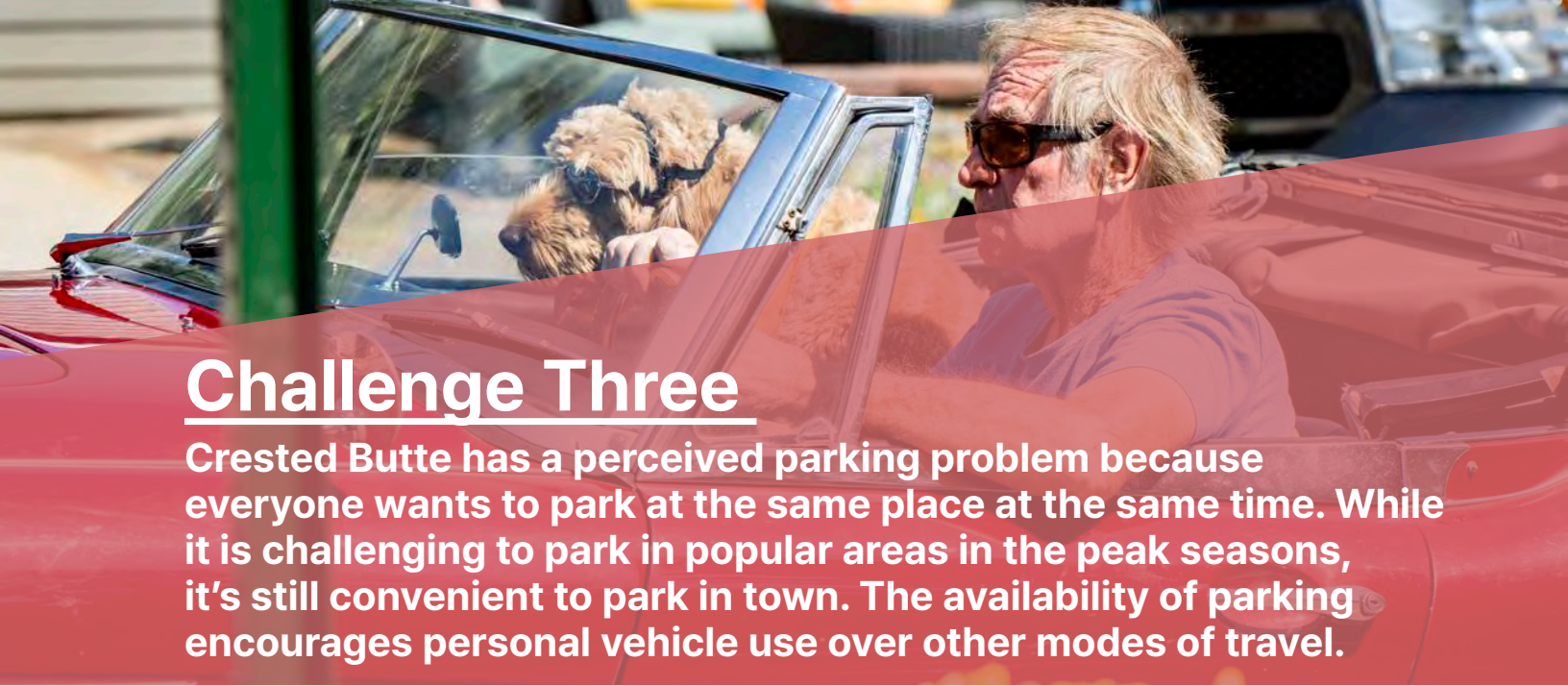
**Corridor planning, design, and implementation:** Planning for needed intersection improvements and focusing on the interplay between Sixth Street and local network connectivity can help disperse local traffic off Sixth Street. Intersection improvements can also be made to create a formal gateway to the town, slow traffic, and improve pedestrian safety.

**Transit:** As part of a strategic corridor plan, planning for ways for transit to efficiently bypass congestion on Sixth Street will help keep transit on schedule and make it a more competitive choice than driving during busy times.

**Traffic Calming:** If more cars are moving off Sixth Street, using traffic calming on the adjacent streets that are most impacted will help decrease speeds and improve the pedestrian experience.

### Tradeoffs that may need to be considered to address this challenge

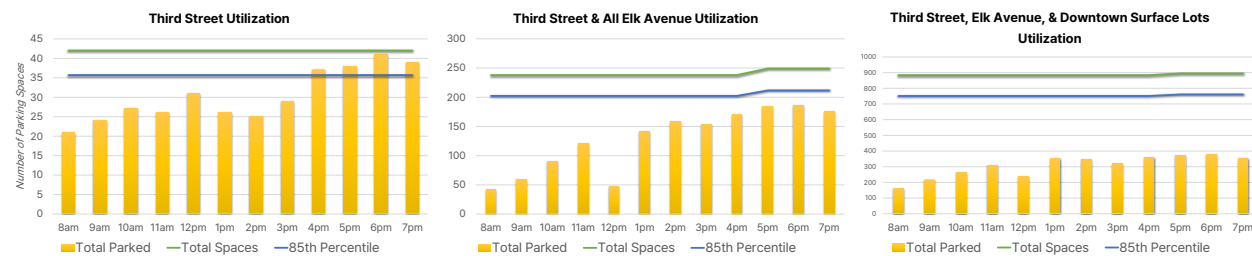
**Corridor planning, design, and implementation:** Infrastructure changes, such as an intersection improvement like a single lane roundabout or signal, is a significant change to the look and feel of Crested Butte. However, traffic exceeding 8,000 cars a day will also change the character of Crested Butte. According to the Federal Highway Administration (FHWA), the Transportation Research Board (TRB) and the National Association of City Transportation Officials (NACTO), roundabouts are proven to slow traffic, improve flow and create a safer pedestrian crossing when compared to any other at-grade intersection configuration. [\(Check out the resource library on the Town's website to learn more about roundabouts from these entities.\)](#)



## Challenge Three

**Crested Butte has a perceived parking problem because everyone wants to park at the same place at the same time. While it is challenging to park in popular areas in the peak seasons, it's still convenient to park in town. The availability of parking encourages personal vehicle use over other modes of travel.**

**Parking is a resource that needs to be managed effectively:** Crested Butte has plenty of parking to accommodate the vehicle demand being placed on the Town. However, everyone wants to park as close as they can to their destination. Third and Elk is currently the epicenter of Crested Butte's perceived parking challenge. While parking at Third and Elk in the peak season is challenging, there is available parking within walking distance of Third and Elk. Parking in popular areas can be managed by creating a park-once environment, combined with an improved walking environment and access to transit where there is plenty of available parking. This will more effectively spread out the parking demand.



Crested Butte has historically not managed parking, except for recent enforcement of 2-hour parking on Elk Avenue and a residential neighborhood permit program on Sopris and Maroon. This recent program has yielded positive results with increased turnover of cars on Elk Avenue, improved utilization of parking throughout the downtown, and reduced neighborhood impacts from spillover from Elk Avenue.

**Parking is a tool to promote travel choice:** The readily available nature of Crested Butte's parking promotes a drive first mentality for people coming into Crested Butte as there is no incentive nor disincentive to take an alternative form of transportation. The general desire and ability to park as close to their destination as possible leads to spill over into residential streets and added traffic as people circulate around Elk Avenue looking for parking. Spillover into neighborhood streets is also occurring in the Winter adjacent to the 4-Way parking and at the Mountain Express bus stop at Teocalli and Sixth.



Parking management is an important tool to consider, as the availability and convenience of parking is the biggest factor that will influence a person's travel choice for their trip. However, parking management can be perceived as a heavy handed or an urban solution, and finding ways to manage parking with a small-town touch are important to consider in a place like Crested Butte. For example, Crested Butte's current program does not charge for parking and only operates during the peak summer and winter seasons, when parking challenges are evident.

**Parking as a tool to promote affordability:** Parking is also about more than where residents and visitors are going to park their car. Best planning practices across the nation are revisiting how municipalities regulate parking, as parking is a significant cost driver for housing affordability and the single largest determinant of traffic generation in towns and cities. Crested Butte's parking regulations maintain parking minimums that are higher than average household vehicle ownership and adjusting them can help increase opportunities for more affordable housing and development within the Town. Having more people live closer to where they work is the biggest way the Town can reduce traffic and meet its mobility goals.

But to do so, the Town will need to leverage its available on-street parking. There is a surplus of available on-street parking, but combining parking management with adjusted parking requirements can help ensure residents of future development have a guaranteed place to park within the Town if they choose to own a car.

### Opportunities to address this challenge

Manage parking within the Town to better utilize the Town's existing parking resources and promote alternative modes of travel by:



**Parking:** Introducing time-limits and permit programs in key areas can help delineate where to park for different reasons (short-term, long-term, employee, residential), which would lead to more efficient use of Crested Butte's existing available parking.

Provide easy and convenient alternative options when parking is over utilized during peak times by:



**Transit:** Increase the frequency, reach, and comfort of transit to make it a more competitive choice over driving, particularly during busy times.



**Parking:** Regionally collaborate with RTA and Gunnison County and plan for park-n-rides from outlying communities to facilitate more efficient connections to transit.



**Pedestrian Connectivity:** Target sidewalk, footpath, and pedestrian bridge investments to improve the

pedestrian experience on challenging streets and strategically connect key areas of town. If people need to park farther away from their destination, improving their comfort and experience during the longer trip will help make this an attractive alternative.

Lower barriers to affordable infill development by:



**Regulatory Updates:** Adjusting parking requirements, in connection with the 2024 Strategic Infill Plan, can help better utilize limited and available land space to provide more affordable housing and business opportunities, while flexing Crested Butte's available on-street parking.

### Tradeoffs that may need to be considered to address this challenge



**Parking:** Parking management is an inherent tradeoff in transportation planning. While ADA accessible parking and loading zones can still be maintained, changing habits is hard and the public won't always be able to park as close to where they want to shop, go out to dinner, or work.

**Regional Context:** While Crested Butte's small size and street network results in high mode splits for walking and biking, the broader region's land use patterns are not currently set up to efficiently be served by transit. There are significant first/last mile gaps to RTA transit service for residents of outlying communities such as Skyland, Buckhorn, CB South, and Almont to conveniently ride transit to Crested Butte. This results in driving typically being the first choice of travel, as demonstrated by the Town's mobility survey. Future planning along the Hwy 135 corridor will need to collaboratively keep in mind how to promote more transit and pedestrian oriented development, while finding ways to reduce the first/last mile gap and building park-n-rides can help existing outlying communities be better served by transit and reduce the need to drive and search for parking in Town.



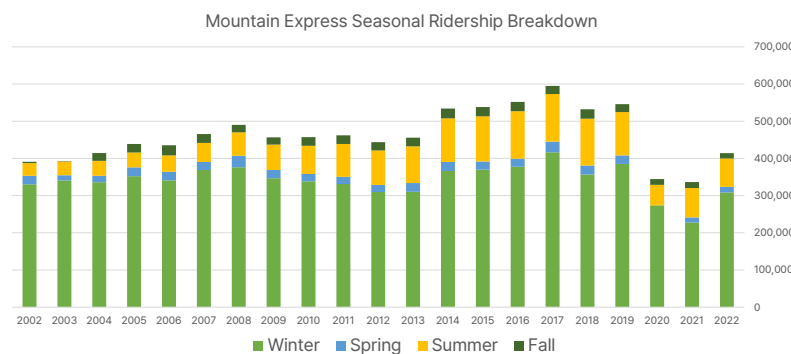


## Challenge Four

Crested Butte loves its local transit services, but they are limited in where they go and how frequently they can travel, and not all of the transit facilities are convenient or comfortable for people of all ages and mobility levels.

Crested Butte has transit systems in the valley, the Mountain Express and Gunnison Valley RTA, who have both worked hard to improve their services over the years.

**Mountain Express:** Mountain Express was originally founded through an intergovernmental agreement between the Towns of Crested Butte and Mt. Crested Butte to connect visitors and the community from the ski resort to the dining and entertainment options on Elk Avenue. Their service route remains true to this mission and focuses on circulating through Elk Avenue and Sixth Street on a seasonal schedule, with the most frequent headways occurring during the winter season. Mountain Express is beloved by the community due to its convenience to access the ski area, the colorful buses painted with murals, and opportunities to connect with friends on the powder express or after a concert.

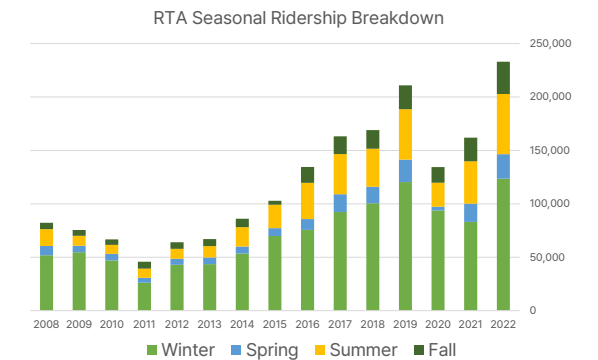


However, its ridership has remained relatively flat over the last twenty years and it is still experiencing decreased levels since the pandemic. While it effectively serves the need of connecting the ski resort to Elk Avenue, the Town believes it could be leveraged to better serve the residents and other commercial areas of the Town. Currently, only 23% of residential units and 46% of commercial spaces are served within 500' of a bus stop, which is a national standard for local transit service. Additionally, the high steps to access the bus provide challenges for different mobility levels and those carrying equipment, which can be an inhibitor of using transit. Lastly, for both services, having a comfortable (and warm) place to wait for the bus is important when it comes to ensuring riding transit is a pleasant experience. In general, Mountain Express is an opportunity to consider evolving in the future to build on and increase use of this beloved system.



**Regional Context:** Transit improvements have the potential to better connect everyone throughout the Gunnison Valley, whether from providing connections between communities, connections from home to work, connections to recreation, all while helping to meet the valley's climate action goals through reducing single occupancy vehicle use. Transit is an opportunity to build on the successful partnerships that created both the Mountain Express and RTA and will require continued collaboration to leverage this asset to meet the Town's transportation goals.

**Gunnison Valley RTA:** The Gunnison Valley RTA began bus service 20 years ago to connect the north and south valley and has significantly grown since. From starting with only a few routes per day, the RTA is planning to run 42 routes in the upcoming winter season. Its ridership has consistently increased each year, which is attributed to the increase in service frequency. The RTA is also most used during the winter, similar to Mountain Express, but is seeing its ridership grow in other seasons as well, as it is becoming a more common form of commuting up or down the valley.



As a regional fixed-route service, the RTA is most efficient when it can move as quickly as it can up and down the HWY 135 corridor. Diverting the RTA off HWY 135 increases trip time and service costs, and decreases overall ridership. While some locations can easily access the RTA, it is not very convenient to use the RTA to enter Crested Butte from many of the smaller outlying neighborhoods (such as CB South, Buckhorn, etc.), or to leave the Town to access outlying recreational areas or the lower density employment centers in Riverland and Whetstone Industrial Park. Most of the down valley communities are lower density, spread out, and distant from an RTA bus stop. This common challenge in transit is referred to as the first/last mile gap. Finding ways to lessen this gap with alternative options to access the bus is important to continue making transit a competitive trip choice. Frequency improvements will increase the number of transit riders in areas effectively served by RTA. However, the development of park-n-rides near Hwy 135, adjacent to outlying communities, would increase ridership on RTA for those experiencing the first/last mile gap.

**Cost inhibitors of Transit:** Expanding and evolving transit services requires significant investments in funding, whether to increase frequency, implement first/last mile solutions, develop park-n-rides, or to gradually transition a fleet to have more comfortable and accessible buses. Additionally, the more often and more places buses are desired to run, the more drivers are needed, which is difficult to achieve with the Town and valley's affordable housing challenges. As new solutions are identified and implemented, focusing on the most cost-effective options that provide the biggest bang for the buck will be important to consider, as well as how to sustainably fund new programs over the long-term.

### Opportunities to address this challenge

Collaborate with Mountain Express and RTA to continue growing transit and make it a more competitive trip choice. This can be achieved through:

**Transit:** Collaborate with Mountain Express and the RTA in their upcoming Transit Development Plans to support ways to improve transit service, continue growing frequency and innovate ways to reduce the first/last mile gap.

**Transit:** Plan for infrastructure investments that improve the convenience and comfort of transit, including prioritizing transit with a bus on shoulder allowance on Sixth Street to bypass congestion, collaborating on regional park-n-rides, and improving bus stops and shelters.

**Pedestrian Connectivity:** While a goal is to have more locations served closer to bus stops, by improving the pedestrian experience around town, transit riders may be willing to walk further distances. Strategic pedestrian connections and bridges may shorten the walking or biking distance to transit for many.

Collaborate regionally to promote more transit-oriented development and easier access to the RTA by:

**Parking:** Collaboratively developing a HWY 135 Corridor Plan/3-Mile Plan can evaluate ways to promote future transit oriented land use, as well as identify locations for origin community park-n-rides, which could help reduce the first/last mile gap.

### Tradeoffs that may need to be considered to address this challenge

**Parking:** Similarly to the previous challenges, parking management is an inherent tradeoff to consider when it comes to encouraging more people to ride the bus. Parking can heavily influence if a person decides to utilize public transit. If driving and parking are more convenient than taking transit, then transit will rarely be the first choice.

## Challenge Five

Elk Avenue is the heart of Crested Butte but feels overwhelming to visit at times. The street is dominated by cars during busy times. How can Elk Avenue continue to be a place where everyone wants to be year-round and businesses can thrive?

Elk Avenue is the economic and cultural epicenter of Crested Butte and the main place people go to eat, shop, and gather. It's known for its colorful historic architecture, bountiful flower baskets or picturesque snowbanks, bike racks full of townies, and benches full of people. It's the home to many of Crested Butte's unique local businesses, cherished special events, and the weekly farmer's market.

**Frustrations during peak times:** In the past decade, higher amounts of visitation have led to Elk Avenue feeling overwhelming to visit during peak times, which reached an all-time high during the pandemic. High volumes of cars combined with blocked sightlines due to illegal parking has led to close calls with pedestrians crossing the street. Full blocks of parked cars result in a car-dominated atmosphere with less attention paid to the street's architecture. The inability to find a parking spot has led to higher volumes of cars circulating around each block. Additionally, the turnover of restaurants as well as more closures due to staffing shortages has led to increased wait times and frustrated customers. High amounts of pedestrians, while a good thing, can make things feel squeezed on Elk Avenue's sidewalks, particularly when there are bike racks, signs, flower barrels, and other items in the uneven brick furnishing zones. While Elk Avenue is the heart of Crested Butte, many give up on visiting during peak times, out of concern about not finding a place to park, place to eat, or a sentiment that it feels like "too much".



**Piloting in recent years:** While the pandemic led to all time highs in visitation levels, it also created an opportunity to think about the role of the street in promoting community gathering spaces. Crested Butte, like many towns and cities across the nation, experimented with and continues to offer an outdoor dining parklet program for outdoor restaurant seating in the Town right of way. The parklet program additionally led to a pilot of enforcing 2-hour parking on Elk Avenue, combined with a neighborhood permit program, to increase turnover of parked vehicles and mitigate neighborhood impacts. Both pilots were tweaked and improved each year and will be recommended to continue on a longer-term basis through this TMP.

**Many opinions:** What to do with Elk Avenue has been a topic of Town planning throughout history. Opinions have always varied from Elk Avenue should have never been paved to Elk Avenue should become a pedestrian mall. With an upcoming need to tear up the street to update the underground utilities on Elk Avenue within the next five years, there is an opportunity to collaboratively design for the future of Elk Avenue's streetscape. While the community may never reach full consensus on a future for Elk Avenue, there is a desire to design future improvements for Elk Avenue that balance community opinions in ways that elevate the pedestrian, promote business vibrancy, and ensure Elk Avenue remains a community gathering place year-round.



**Regional Context:** Crested Butte, and particularly Elk Avenue, is the commercial activity hub of the north valley. It's important to retain its charm and vibrancy and ensure it remains a place where people want to come and connect with each other, year-round. However, with increased visitation and increased amount of travel, finding ways to deliver people to Elk Avenue without a car will be important to consider regionally in the future.

### Opportunities to address this challenge

Strategically plan and enhance Elk Avenue's streetscape by:



**Maintenance improvements:** In the short-term, the Town can continue piloting operational changes on Elk Avenue to improve the pedestrian experience. This could include painting and hatching corners to improve sightlines, as well as placing bike racks in these areas to create more space on the sidewalks.



**Corridor planning, design, and implementation:** With the upcoming need to replace underground utilities on Elk Avenue, the Town has an opportunity to collaboratively plan and design for streetscape improvements to Elk Avenue. This could include a wider, more accessible sidewalk, improved pedestrian crossings, considerations on heating vs. not heating sidewalks, and more. In addition to timing a streetscape plan with the utility upgrades, the Town can also consider strategically coordinating Elk Avenue's streetscape with facility master planning to find opportunities for community connectivity and gathering areas.



**Transit:** Finding ways to leverage transit to deliver more people to Elk Avenue without a car can reduce parking and circulation stresses while promoting business vibrancy by encouraging more people to stroll from transit along Elk Avenue to check out different shops.

### Tradeoffs that may need to be considered to address this challenge



**Parking:** Consistent with previous challenges, parking is a tradeoff that may need to be considered with Elk Avenue. While two-hour parking enforcement has proven to work well for the corridor to increase turnover and available parking, considering opportunities to adjust parking arrangements, such as on Third Street, to accommodate improved sidewalks could be considered as part of the streetscape planning.

# Defining Success for the future



The goal of this TMP is to keep Crested Butte a pedestrian and townie-first community by de-emphasizing cars and focusing on walking, rolling, biking, and transit.

The previous chapter identified the Town's existing mobility conditions and biggest transportation challenges. The next chapter will lay out a long-term implementation plan to help the Town achieve its goal. But determining what transportation tools and projects to deploy will need guidance by success measures determined by the community that are in alignment with Crested Butte's values.

Success measures need to be identified to set the principles of how the Town can reach this goal in a way that is aligned with Crested Butte's community values.

Following the Community Compass decision-making framework, these success measures were generated by (1) identifying how the community's values relate to Crested Butte's transportation challenges and (2) filtering the community's values through the goal statement to establish success measures.

Some examples of how Crested Butte's values relate to this plan (and pulled directly from the Compass) include:

<b>Authentic</b>	<p><b>Being authentic means...</b> the Town has more rough than polished edges.</p> <p><b>To be authentic, the Town may need to consider...</b> prioritizing the community's needs over individual preferences and comforts.</p>	<b>Connected</b>	<p><b>Being connected means...</b> residents don't need a car to live here and visitors don't need a car to travel here.</p> <p><b>To be connected, the Town may need to consider...</b> being inconvenienced by parking regulations while embracing slower speeds in our streets.</p>
<b>Accountable</b>	<p><b>Being accountable means...</b> living in Crested Butte is accessible to those who work locally.</p> <p><b>To be accountable, the Town may need to consider...</b> changing our expectations for manicured landscapes, growth along our rivers, availability of parking, and recreational access.</p>	<b>Bold</b>	<p><b>Being bold means...</b> we are not afraid to experiment or be the first to try something.</p> <p><b>To be bold, the Town may need to consider...</b> being open to counter-intuitive solutions like reducing the amount of parking to promote higher transit use and ridership.</p>

## Success means...

Crested Butte will continue to be a pedestrian and townie first community by de-emphasizing cars and focusing on walking, rolling, biking, and transit. **To do so, the Town will:**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>✓ <b>Increase mobility choices and improve people's mobility experiences.</b></li> <li>✓ <b>Reduce vehicle traffic and single occupancy vehicle use within the Town.</b></li> <li>✓ <b>Ensure traffic moves slowly with nothing faster than 15 mph.</b></li> </ul> | <ul style="list-style-type: none"> <li>✓ <b>Strengthen our sense of community and our connections to each other.</b></li> <li>✓ <b>Keep our rough edges and polish only when necessary.</b></li> <li>✓ <b>Test and tailor solutions when and where we can to ensure we achieve the result we want.</b></li> </ul> |
|---|---|


# Implementation Plan





## How this chapter is organized


This Implementation Plan is a roadmap that identifies actions to help the Town meet its goal of de-emphasizing cars and focusing on walking, biking, rolling, and transit over the next 22-years.


Solutions to meet the Town's goal are organized by following categories:


- 

**1. Maintenance improvements**
- 

**4. Parking**
- 

**2. Corridor planning, design, and implementation**
- 

**5. Transit**
- 

**3. Traffic calming and pedestrian connectivity**
- 

**6. Regulatory Updates**

Within each category, each action is summarized and identified within the context of key partners, estimated costs, and implementation timing and phasing, with the following timeframes:



Additionally, each solution is evaluated to determine whether they meet the success measures identified in the previous chapter.



# 1. Maintenance Improvements

Operational fixes to the Town's maintenance practices can help immediately improve the Town's mobility conditions. The following operational improvements were identified to improve pedestrian comfort and safety across Town. While the Town already strives to incorporate practices into its operations that maintain pedestrian safety, challenges with amount of snow, staffing, equipment, and more, are barriers that need to be considered and evaluated as these operational improvements are considered.

## Overall phasing of solutions includes:

Project	Timing						
	Short-Term		Mid-Term			Long-Term	In the future...
	1 - 2 Years		3 - 5 Years			6 - 10 Years	11 - 22 Years
	2024	2025	2026	2027	2028	2029 - 2033	2034 - 2045
<b>1. Operational improvements</b>							
1.A: Corner paint and bike racks on Elk Avenue							
1.B: Additional stop signs where warranted							
1.C: Integrate public art into sign replacement program							

## 1.A: Improve Elk Avenue and Third Street intersection sightlines through paint, bike racks, and enforcement during the summer season

**Overview:** Paint and improved parking enforcement should be used at Elk Avenue intersections, Third and Maroon/Sopris intersections, mid-block crossings, and challenging ingress and egress from alleys in these high pedestrian traffic zones. In 2023, the Town improved intersection sightlines along Elk Avenue with paint by adding cross hatching, in compliance with the Manual on Uniform Traffic Control Devices (MUTCD).

To improve on this, bike racks are recommended to be placed in the street in the crosshatched corner areas to improve space on the sidewalk, encourage bikes to not ride on the sidewalk, ensure cars don't park in the corner areas (while maintaining the height limit per the MUTCD) to maintain sightlines, and to better highlight Crested Butte's townie culture. Placing bike racks in the street was experimented with during Elk Avenue's parklet program, as well as in front of the museum in 2023.

The addition of cross hatching on Elk Avenue reduced illegal parking in these areas and made enforcement of illegal parking more effective.



### Key Partners

- Paint and Bike Racks:** Public Works Department, Parks, Recreation, Open Space, and Trails (PROST) Department
- Enforcement:** Town's Parking Management Contractor (Park Crested Butte)

### Estimated Costs

- Capital Cost:** None
- Annual Maintenance/Operating:** No additional Full-Time Equivalent Staff (FTE)

### Timing

- Short-term (1-2 Years):** Incorporate into operations in 2024.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 1.B: Introduce additional stop signs where warranted

**Overview:** Challenging intersections were identified as warranting an adjustment to an all-way stop to improve safety and sightlines, including Third and Maroon, Second and Sopris, Second and Whiterock, and First and Whiterock.



#### Key Partners

- Public Works Department

#### Estimated Costs

- Capital Cost:** \$1,000
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- Short-term (1-2 Years):** Incorporate into operations in 2024.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	Neutral
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 1.C: Integrate public art into sign replacement program

**Overview:** Crested Butte has a unique pedestrian and townie culture, and the Town can build on this by integrating public art into its ongoing sign replacement program, within the allowances within the Manual on Uniform Traffic Control Devices (MUTCD). Fun and whimsical art can make improvements to the pedestrian experience and communicate Crested Butte's pedestrian values to visitors as well. And who doesn't smile when they see the Flauschink king and queen crossing sign?



#### Key Partners

- Collaboration between the Public Art Commission (under the Community Development) and Public Works Department

#### Estimated Costs

- Capital Cost:** \$5,000
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- Mid-Term (3-5 Years):** Develop the program and issue a call for artists in 2026. Integrate into the sign replacement program for ongoing implementation.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	Neutral



## 2. Corridor planning, design, and implementation

The Town should develop corridor and streetscape plans for both Sixth Street (CO Hwy 135) and Elk Avenue. The functionality of Sixth Street influences circulation town-wide. The roadway's congestion influences where and how traffic enters and leaves the Town, which streets are used for diverting traffic, pedestrian and bicyclist comfort crossing the street, and if people ride transit or not. Elk Avenue is the Town's cultural and economic center and has an opportunity to plan ahead and implement a streetscape plan when the utilities need to be replaced under the street.

Sixth Street and Elk Avenue corridors and streetscape plans should address needed upgrades to ensure they can accommodate future growth without dividing the town, facilitate pedestrian safety, ensure transit mobility, and foster community and business vibrancy.

#### Overall phasing of solutions includes:

Project	Timing						
	Short-Term		Mid-Term			Long-Term	In the future...
	1 - 2 Years		3 - 5 Years			6 - 10 Years	11 - 22 Years
	2024	2025	2026	2027	2028	2029 - 2033	2034 - 2045
<b>2. Corridor planning, design, and implementation</b>							
<b>Sixth Street</b>							
2.A: Red Lady and Belleview Intersection	Preliminary Eng	Final Eng (pending CDOT)	Construction (pending CDOT)				
2.B: Sixth Street Corridor Plan					Plan	Implement	
<b>Elk Avenue and Third Street</b>							
2.C: Elk Ave Streetscape Plan		Plan	Design	Construction			
2.D: Elk Ave Patio Program		Design	Bid	Implement			
2.E: Festival Street Pilot							

# Sixth Street

## 2.A: Red Lady and Belleview Intersection Improvements

**Overview:** The Red Lady and Sixth Street (CO Hwy 135) intersection westbound movement currently operates at a traffic Level of Service (LOS) E during peak times. This results in congestion during peak times and exacerbates traffic safety concerns (t-bone collision) for the intersection. The current intersection configuration results in residents from the east side of town utilizing Elk Avenue to leave town (adding unnecessary congestion and safety concerns to the Sixth Street and Elk Avenue intersection). The Town has identified the need to improve this intersection since 2014.

Technical analysis and community feedback have identified several deficiencies and opportunities that a redesign of the intersection should address, while also addressing the traffic congestion and safety concerns of the westbound Red Lady Avenue traffic. These include:

1. Improve pedestrian and bicycle safety at the intersection.
2. Enable the Sixth Street corridor speed limit to be reduced to 15 mph.
3. Facilitate distribution of traffic away from Sixth Street.
4. Improve the gateway experience at this entrance to Town.

The recent voter approved expansion of the Crested Butte Community School exacerbates the need to improve the intersection quickly.

The school and Town will need to apply for an Access Permit with the Colorado Department of Transportation (CDOT) and coordinate with Gunnison County to implement an improvement at the intersection. Approval of the CDOT Access Permit is required if the proposed expansion exceeds 20% of the existing traffic flow, or if there is an existing deficiency at the intersection. The existing LOS E is deficient to the CDOT Minimum LOS D expectation.

A complete access permit presents the anticipated traffic analysis and design drawing for the proposed improvement. The School District will require approval of the access permit before it can receive a Certificate of Occupancy for the expansion of the Community School.

Alternatives developed in the TMP include multiple roundabout alternatives or a "High-T" (two concepts are shown above). The TMP's assessment of the two alternatives shows the roundabout is the preferred solution for the improvement of the intersection.



**Figure 1 (Top):** Alternative 1 showing a roundabout configuration at the Red Lady and Sixth Street intersection.

**Figure 2 (Bottom):** Alternative 2 showing a "High-T" intersection at Red Lady and Sixth Street.

Deficiency/Opportunity	Roundabout	High-T
<b>Westbound Red Lady Avenue - Traffic Congestion LOS E / LOS F (2045)</b>	Improvement to LOS A / LOS B (2045)	Improvement to LOS B / LOS C (2045)
<b>Traffic Safety Concerns</b>	Minimized (Reduces speeds, conflicts and crash types, and improves visibility)	Reduced (Reduces conflicts and crash types, and improves visibility)
<b>Pedestrian / Safety Concerns</b>	Minimized (Reduces speeds, conflicts, exposure, and improves visibility)	Reduced (Reduces exposure and improves visibility)
<b>Reduce Sixth Street speed to 15 mph</b>	Likely (Speeds reduced)	Doubtful (Speeds neutral or increasing)
<b>Traffic Distribution</b>	Improved (direct connection to all Town Streets)	Reduced (denies access to Red Lady (west))
<b>Improve the gateway experience</b>	Yes	No
<b>Estimated Cost</b>	\$2.8 million (Source: Kimley Horn)	\$1.9 million (Source: Kimley Horn)

The TMP identifies the preferred solution conceptually. To implement, the Town will need to collaborate with the School District and complete an Access Permit Application with CDOT in 2024. The Access Permit Application would include detailed traffic impact study, preliminary engineering and design of the intersection to 60%. Engineering an improvement to the Red Lady intersection will include an operations modifications of the Belleview intersection to ensure the changes do not negatively impact the next intersection.

**Roundabout Context:** Roundabouts at schools and entrances to mountain towns are common and experience has shown they are safer for all modes of travel. These two photos show Telluride (left) and Snowmass (right) roundabouts.



### Key Partners

- CDOT, Gunnison Watershed School District, Gunnison County

### Estimated Costs

- **Preliminary Engineering Cost:** \$300,000
- **Capital Cost:** Roundabout - \$2.8 million, High T - \$1.9 million
- **Annual Maintenance/Operating:** No additional FTE

### Timing

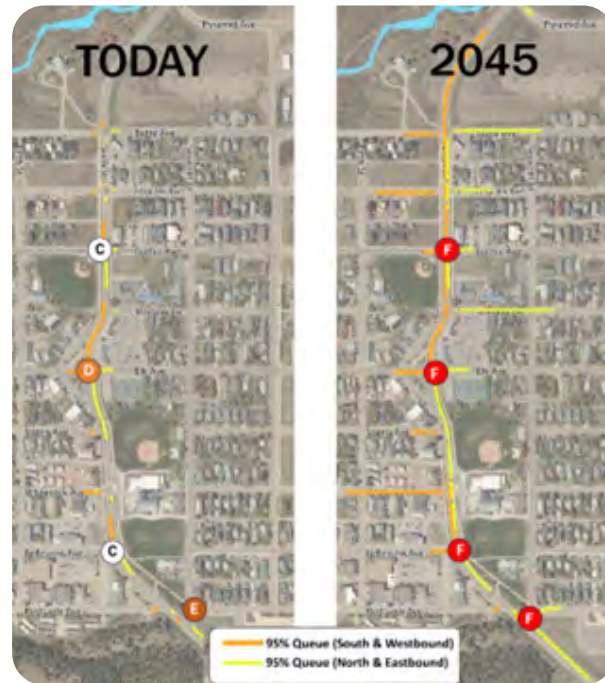
- **Short-term (1-2 Years):** Town and CBCS Access Permit Application to CDOT and preliminary engineering in 2024.
- **Mid-Term (2-5 Years):** Conduct final engineering and potential implementation in 2025/2026, pending CDOT approval and funding.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	Neutral

## 2.B: Sixth Street Corridor Plan

**Overview:** While the Red Lady intersection is identified as a short-term need due to the CBCS expansion, Sixth Street is projected to incur challenges throughout its corridor over the next 20 years. The Elk (4-Way) intersection is operating at CDOT minimum traffic LOS D today. Projected traffic results in LOS F at all controlled intersections by 2045. Traffic queues backing up in the corridor will become a frequent experience in typical summer days at the Elk (4-Way) and Gothic Avenue intersections by 2045. It is recommended to develop a Sixth Street Corridor Plan to identify solutions that improve the safety of the corridor and transit's ability to bypass the congestion. This TMP's analysis shows potential improvements could include a roundabout at the 4-Way, pedestrian improvements at each crossing, and introducing bus on shoulder to bypass anticipated congestion at all stop sign controlled intersections.



### Key Partners

- CDOT, Gunnison County, Mt. Crested Butte

### Estimated Costs

- **Capital Cost:** Corridor Plan - \$100,000
- **Annual Maintenance/Operating:** N/A

### Timing

- **Long-Term (6-10 Years):** Develop corridor plan for Sixth Street/Hwy 135 in 2029 or 2030, when the timing will be ripe to reevaluate future needs at Elk Avenue intersection,
- **In the future... (11-22 Years):** Phased implementation between 2034 and 2045,

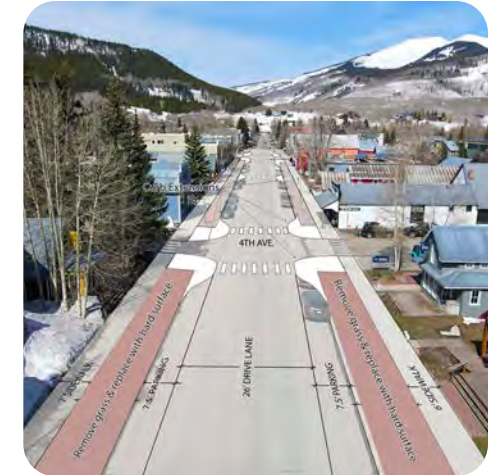
### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## Elk Avenue

### 2.C: Elk Avenue Streetscape Plan

**Overview:** The wastewater utilities in Elk Avenue are scheduled for replacement within the next 5-10 years. This significant capital project would require rebuilding Elk Avenue and provides the most efficient opportunity to develop a new streetscape plan for this corridor. Community feedback in the TMP calls for an improved experience on Elk Avenue that promotes business vibrancy and ensures Elk Avenue remains the focal point for community connection in Crested Butte.



The streetscape plan, aligned with the needed upgraded in water and wastewater infrastructure, would identify specific design elements and finishes of the street that should be implemented with the rebuilding of the street. The following components are recommended to be considered during the future streetscape plan:

- Level the brick and sidewalks on Elk Avenue to create a more consistent, flat, and accessible sidewalk for pedestrians. This could include eliminating brick and or grass areas (between Fourth and Sixth) and introducing pavers, stamped concrete, or other finishes that are ADA accessible, eliminate tripping hazards, and are more sustainable to maintain.
- Evaluate the cost benefits of heating or not heating the entire Elk Avenue sidewalk network. The TMP acknowledges that heated sidewalks results in 100 times the amount of greenhouse gas emissions compared to removing and hauling snow (calculated through a REMP analysis by REG). However, the accessibility benefits of heated sidewalks deserves a complete assessment and community engagement effort be conducted during the streetscape planning effort.
- Improve sightlines and pedestrian crossings with either continued summer paint/hatching/bike racks (identified in operational improvements), seasonal flower boxes, or a permanent flush curb extension.
- Consider adjusting parking on Third Street to be parallel or diagonal to provide a sidewalk and improve the pedestrian experience and possibly a festival street, or woonerf.

### Key Partners

- Public Works Department, Elk Avenue Business Owners, Mountain Express, CB/Mt. CB Chamber of Commerce

### Estimated Costs

- **Capital Cost:** Corridor Plan - \$100,000, Implementation - TBD
- **Annual Maintenance/Operating:** N/A

### Timing

- **Short-Term (1-2 Years):** Develop the Elk Avenue streetscape plan in 2025. It is recommended to align the 2025 streetscape plan with the Town's Facilities Use Plan to simultaneously master plan Elk Avenue with the 308 Third Street/Fire Station re-development, as well as re-envisioning the 4-Way, to develop a cohesive plan for the corridor that aligns with the Town's mobility and community vitality goals.
- **Mid-Term (3-5 Years):** Conduct final engineering and design in 2026 and implementation in 2027 (pending timing for utility improvements – currently anticipated to be 2027).

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+



## 2.D: Elk Avenue Patio Program

**Overview:** Elk Avenue experimented with a seasonal outdoor dining parklet program beginning in 2020 with many iterations from flower boxes and rope to today's program with flower boxes and fencing. Based on community feedback, it is recommended to commit to a permanent seasonal program with ADA accessible patios to improve the program and enhance the pedestrian and dining experience (example ADA accessible patios are shown in the photo to the right).



### Key Partners

- Public Works Department, Elk Avenue Business Owners

### Estimated Costs

- Capital Cost:** \$500,000
- Annual Maintenance/Operating:** No additional FTE

### Timing

- Short-Term (1-2 Years):** Design the patios in 2025 as part of the Elk Avenue Streetscape Plan
- Mid-Term (3-5 Years):** Bid and construct the patios in 2026 and deploy the patios in 2027 (pending construction of Elk Avenue).

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	Neutral

## 2.E: Pilot a festival street

**Overview:** Community outreach in the TMP identified a desire to explore more pedestrian only opportunities on Elk Avenue and find ways to promote more social and community connections. The Town can test a temporary weekly closing of sections of Elk Avenue and Third Street to provide more pedestrian and bike only opportunities in the street outside of special events.



### Key Partners

- Public Works Department, Marshals' Department, Elk Avenue Business Owners, Special Event Planners

### Estimated Costs

- Capital Cost:** Staff time as part of Streetscape Plan
- Annual Maintenance/Operating:** No additional FTE

### Timing

- Short-Term (1-2 Years):** As part of the streetscape plan in 2025, test weekly closings on different blocks of Elk Avenue and Third Street as an opportunity to solicit input/feedback regarding Elk Avenue and experiment with different festival street locations.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+



## 3. Traffic Calming and Pedestrian Connectivity

The pedestrian experience within Crested Butte can be improved through the deployment of traffic calming measures on shared residential streets where they are needed to slow traffic. Specific investments in sidewalks, pedestrian bridges, and trails are needed to connect key corridors between the Town's commercial areas, parks, and school.

### Overall phasing of solutions includes:

Project	Timing						
	Short-Term		Mid-Term			Long-Term	In the future...
	1 - 2 Years		3 - 5 Years			6 - 10 Years	11 - 22 Years
	2024	2025	2026	2027	2028	2029 - 2033	2034 - 2045
<b>3. Traffic calming and pedestrian connectivity</b>							
<b>Traffic calming</b>							
3.A: Priority street deployment							
3.B: Traffic calming policy development							
3.C: Gateway improvements			Red Lady (pending CDOT)				Evaluate other gateways
<b>Sidewalks and Trails</b>							
3.D: Strategic Sidewalks				Elk + Third		School to Big Mine, Fourth	Third to Big Mine
3.E: Pedestrian Bridges							Evaluate Bridges
3.F: Off System Pedestrian Connections	Survey alleys through preservation plan		Town Park connection	Rec path and rainbow park connection			
3.G: Perimeter Trail		PROST Plan	Mineral Point			Pending PROST	Pending PROST

## Traffic calming

### 3.A: Deploy traffic calming on priority streets

**Overview:** The Town has shared residential streets and traffic calming can be deployed seasonally in key areas that have challenges with speeds, volumes, and number of residents and pedestrians. In Section 3.B, it is identified for the Town to develop a traffic calming policy that creates a formula for priority locations, as well as different types of traffic calming measures to deploy. Once the policy is developed, the annual implementation of the program will be an operational adjustment for the Town. The 2024 implementation will focus on Whiterock, Fifth and Seventh Streets and the impacted residential streets in between, along with Town entrances on Red Lady and Butte Avenue, which currently experience the highest speeds.



#### Key Partners

- Public Works, PROST

#### Estimated Costs

- Capital Cost:** \$40,000 for additional supplies
- Annual Maintenance/Operating:** No additional FTE, but storage concerns. Flowers will not be able to be planted or maintained in all boxes.

#### Timing

- Short-Term (1-2 Years):** Incorporate into operations in 2025 (policy is identified as being developed in 2024 under 3.B).

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 3.B: Develop summer traffic calming policy

**Overview:** Every summer, the Town fields requests from most neighborhoods seeking flower boxes, or pop-up speed limit signs, or other measures intended to slow vehicle traffic on their street. It is recommended the Town develop a summer traffic calming policy, which would create a hierarchy of criteria that would trigger and prioritize Town action.

The policy would identify a formula that incorporates multiple criteria and a number of variables, which may include: average daily traffic (ADT), number of residents, number of pedestrians, and vehicle speeds, to name a few. Seasonal solutions should be experimented with over time to make tweaks and improvements to the program. Seasonal measures include horizontal deflectors using Town-made boxes in multiple configurations, such as: neckdowns, islands, chicanes, and traffic circles. Alternative measures should also include testing vertical deflectors such as portable speed humps and bumps. Potential traffic calming measures should be modest and potentially funky/whimsical with art, gardens, or other things that display Crested Butte's authenticity. Lastly, this program would need to be developed intentionally to ensure the Town has the resources to manage and maintain the supplies, as once it is developed, it will be an ongoing operational change.



#### Key Partners

- Community Development, Public Works, PROST, Marshals, Crested Butte Fire Protection District (CBFPD), Mountain Express

#### Estimated Costs

- Capital Cost:** No Cost for the Policy. Costs for supplemental calming measures will be determined through the policy
- Annual Maintenance/Operating:** No additional FTE

#### Timing

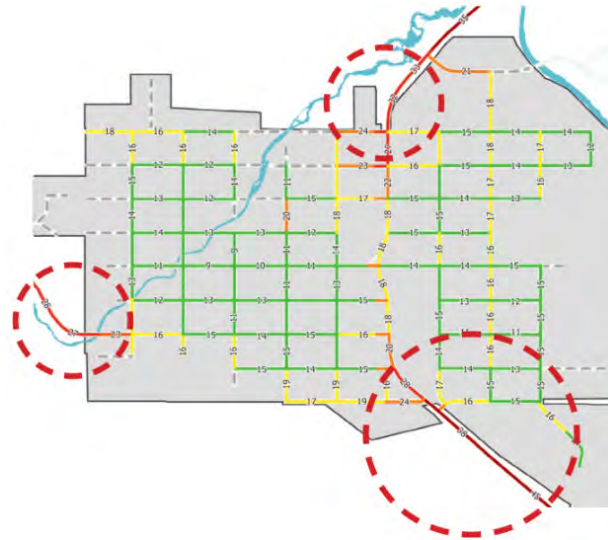
- Short-Term (1-2 Years):** Develop the policy in 2024 and deploy under operational improvements in 2025.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 3.C: Gateway improvements

**Overview:** The Town's gateways/entrances experience the highest speeds and are challenged by topography. The Red Lady entrance will be evaluated under CDOT Access Permit Application. The Pyramid Avenue's entrance should be evaluated during the future Sixth Street Corridor and Streetscape Plan in 2029/30. Lastly, the intersection at Treasury Hill Road should be evaluated in the more distant future to find a solution that would slow traffic entering the Town from Kebler Pass, while providing a safer pedestrian crossing experience for accessing the Woods Walk.



#### Key Partners

- Gunnison County, Public Works, Community Development

#### Estimated Costs

- Capital Cost:** Red Lady Roundabout - \$2.9 Million, Other gateways - TBD
- Annual Maintenance/Operating:** No additional FTE

#### Timing

##### Red Lady Gateway

- Short-Term (1-2 Years):** Town and CBCS Access Permit Application to CDOT and preliminary engineering in 2024.
- Mid-Term (3-5 Years):** Conduct final engineering and potential implementation in 2025/2026, pending CDOT approval and funding opportunities.

##### Pyramid Avenue Gateway

- Long-Term (6-10 Years):** Evaluate during the Sixth Street Corridor and Streetscape Plan in 2029 or 2030.
- In the future...(11-22 years):** Implementation between 2034 and 2045.

##### Treasury Hill Gateway

- In the future...(11-22 years):** Evaluate a gateway improvement beyond 2045.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	Neutral

### Pedestrian Connectivity

#### 3.D: Strategic sidewalks in connectivity corridors

**Overview:** The Town can invest in strategically placed sidewalks that intentionally ensure safe and comfortable pedestrian connections between parks, businesses, and schools in areas overwhelmed by vehicle traffic, as identified on the map below. It is important to note that sidewalks will require additional maintenance and snow storage, which are challenging and costly factors that will need to be vetted prior to implementation of each improvement.

- Phase 1:** Elk Avenue and Third Street in between Maroon and Sopris (aligned with streetscape improvements on Elk Avenue)
- Phase 2:** Connect the school and Town Park to Big Mine Park on either Red Lady or Belleview, recognizing challenges with maintenance and snow storage will need to be resolved prior to implementing.
- Phase 3:** Connect Town Hall to Elk Avenue on Fifth Street
- Phase 4:** Third Street in between Sopris and Belleview to Connect Elk Avenue to Big Mine on Third Street in between Sopris and Belleview.



#### Key Partners

- Public Works, PROST

#### Estimated Costs

- Capital Cost:** TBD
- Annual Maintenance/Operating:** Snow storage and removal needs to be further evaluated

#### Timing

- Mid-Term (3-5 Years):** Phase 1 in 2027 (aligned with Elk Avenue implementation).
- Long-Term (6-10 Years):** Phase 2 and 3 between 2029-3033.
- In the future... (11-22 Years):** Phase 4 in between 2034 – 2045.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	-
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 3.E: Pedestrian bridges across Coal Creek

**Overview:** The Town can explore the opportunity for additional pedestrian bridges across Coal Creek on Gothic Avenue and Teocalli Avenue to improve pedestrian connectivity and further connect different neighborhoods.



#### Key Partners

- Public Works, PROST

#### Estimated Costs

- Capital Cost:** TBD
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- In the future... (11-22 Years):** Evaluate, design, and implement bridges in the longer term between 2035 – 2045.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	Neutral

### 3.F: Off system pedestrian connections

**Overview:** The Town should enhance its off-system pedestrian connections to further improve the walkability of the Town. Examples of such pedestrian connections are formally located along Coal Creek and informally within historic alleys. The new connections recommended include a connection from the tennis courts to Town Park and Seventh Street as well as a connection from the Rec Path to Rainbow Park's playground and bathrooms.

Crested Butte's historic alleys also provide important walking refuge for many. The challenge is that alleys also play an important utility and access function for many homeowners. The Town is conducting a Historic Preservation Master Plan to identify which alleys have historic resources. Those historic alleys would be identified for additional protections and should be added to the Town's off system pedestrian network.



#### Key Partners

- Community Development, Public Works, PROST

#### Estimated Costs

- Capital Cost:** TBD
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- Short-Term (1-2 Years):** Evaluate alleys through Historic Preservation Plan in 2024 and consider applying historic protection to designated alleys.
- Mid-Term (3-5 Years):** Connection between tennis courts and Town Park/Seventh Street and connection between Rec Path and Rainbow Park.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	Neutral

### 3.G: Perimeter Trail

**Overview:** A perimeter trail has long been discussed with specific portions constructed. The upcoming update to the Town's Parks Recreation Open Space and Trails (PROST) Plan in 2025 provides the opportunity for a renewed look on planning missing links to improve pedestrian connectivity around Crested Butte. The perimeter trail can take many forms and may include using shared streets in certain corridors and utilizing improved at-grade pedestrian crossings of Sixth Street (CO Hwy 135). It is also recommended to identify where components of the trail can be a wide path to be more inclusive of different mobility needs. The PROST plan should identify where alignments and ongoing phased implementation could occur.



#### Key Partners

- Community Development, PROST, CB Nordic, CBMBA, CB Land Trust

#### Estimated Costs

- Capital Cost:** To be evaluated through PROST plan
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- Short-Term (1-2 Years):** Re-evaluate perimeter trail through PROST plan in 2025
- Mid-Term (3-5 Years):** Add a connection on the north side of Town through the new Mineral Point housing development in 2026.
- Long-Term (6-10 Years):** Implement components of the plan.
- In the future... (11-22 Years):** Implement a connection and pedestrian bridge from the new fire station to the Cemetery.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	Neutral
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	Neutral



## 4. Parking

Parking management is the most powerful tool available to influence how people move to and around town. How the Town manages its public parking supply informs motorists behavior on where, when, and how long they can park their cars. Parking policy can promote a “park once” environment, where it is more convenient to ride transit, or “park once” and walk and bike to their destination. Considerations for managing the Town’s on-street parking and surface parking supply should include collaborating and planning regionally for park-n-ride opportunities at origin communities throughout the Gunnison Valley. Parking management can also be a tool to incentivize carpooling and the use of electric vehicles.

### Overall phasing of solutions includes:

Project	Timing						
	Short-Term		Mid-Term			Long-Term	In the future...
	1 - 2 Years		3 - 5 Years			6 - 10 Years	11 - 22 Years
	2024	2025	2026	2027	2028	2029 - 2033	2034 - 2045
<b>4. Parking</b>							
<b>Parking management</b>							
4.A: Parking Management	Center for the Arts	Plan	Expand Key Areas				Re-evaluate
<b>Regional Planning</b>							
4.B: Regional Corridor Planning	Safe Streets for All		3 Mile /Corridor Plan			Implement Corridor	
<b>EV Charging Infrastructure</b>							
4.C: Origin Incentive Programs (VR, Hotel, Multi-Family)	Incentive	Incentive	Incentive	Incentive	Incentive		
4.D: Provide space for future public charging installed by GCEA							Re-evaluate

## Parking Management

### 4.A: Manage the Town’s on-street parking and surface lots

**Overview:** The Town began managing its downtown parking in 2021 by enforcing two-hour limits on Elk Avenue and deploying a free permit program for residents and employees on Maroon and Sopris Avenues during the peak summer and winter seasons. This program has improved parking within the Town by spreading utilization across the downtown area, reducing circulating traffic in the areas surrounding Elk Avenue, and increasing turnover of spaces on Elk Avenue. Additionally, the Center for the Arts began enforcing resident only parking in the neighborhood east of the Center for events with more than 250 people to aim people to park their vehicles in available spaces at the Crested Butte Community School (of which they have a lease to utilize) and the 4-Way.

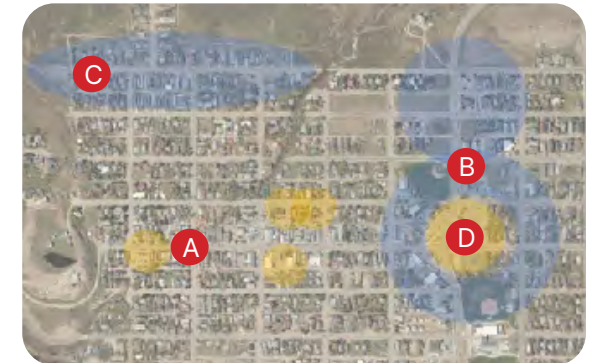
Expanding the Town’s parking management through other parts of Town would allow better utilization of the Town’s public parking supply, mitigate overparking in various places, and delineate where people should park for different reasons. Examples could include:

**A:** Prioritizing the surface lots surrounding Elk Avenue for employee parking

**B:** Reducing overflow skier parking into the neighborhoods surrounding the 4-Way and Teocalli Bus stops during the winter

**C:** Managing parking on Butte Avenue for those accessing Peanut Lake Road concurrent with the proposed pilot testing of a transit shuttle

**D:** Delineating key areas for parking, such as the 4-Way for all-day parking and Elk Avenue for short-term 2-hour parking.



Please note, all the Town’s ADA accessible parking spaces would be maintained and not impacted, except for time limits like 2-hour parking on Elk.

In the long-term, parking permits could be considered Town-wide to reduce vehicle traffic entering Crested Butte and promote transit, reduce storage of gear and overflow parking from outlying communities in the Town, and flex Crested Butte’s available on-street parking for residents, which could enable the Town to reduce its off-street parking requirements and promote more affordable infill housing.

The current convenience and lack of managed parking in Town provides little incentive for individuals to use an alternative mode of transportation into the Town. By managing parking in a phased approach, the Town could more effectively use this critical municipal resource, while encouraging alternative modes of travel during peak times when parking is less available.

#### Key Partners

- Community Development, Park Crested Butte, Marshals, Town businesses, Town residents

#### Timing

- Short-Term (1-2 Years):** Continue the existing program with the Center for the Arts expansion (which the Center funds) in 2024 and work to improve enforcement. In 2025, evaluate the program and determine if an expansion is warranted to key areas identified, as well as improve permitting procedures such as allocating a certain number of permits with a charge for additional permits.
- Mid-Term (3-5 Years):** Expand the program into key areas identified, with a soft launch of warning periods and free permits.
- In the future... (11-22 Years):** In the long-term, consider expanding the program Town-wide and re-evaluating the role of parking in the Town, in conjunction with regional planning efforts (see 4.B below) for origin park-n-rides and last-mile transit.

#### Estimated Costs

- Capital Cost:** None
- Annual Maintenance/ Operating:** \$50,000 (base)- \$70,000 (improved enforcement) per year

**4.A (Cont.): Success Measure Alignment**

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	-
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

**Regional Planning**

**4.B: Collaborate in regional planning processes to identify park-n-ride opportunities**

**Overview:** Regional collaboration and planning is critical to change behavior and promote alternative modes of travel into the Town. The Town has an opportunity to collaborate through 2024's Safe Streets for All (SS4A) planning process, the 2024 RTA Transit Development Plan (TDP), as well as the 2026 3-mile plan/integrated land use, transportation, and infrastructure corridor plan for Hwy 135 to identify opportunities for park-n-rides at outlying communities, such as CB South or Skyland.

The purpose of this effort is to work collaboratively with the Town's regional partners and collaboratively identify a framework for future growth along the corridor to be efficiently served by transit. Regional planning and implementation will take time, and while the Town can simultaneously begin managing parking for key areas in the Town, the Town can continue to act as an intercept lot at the 4-Way for those needing to connect to Mountain Express to access the resort. In the long-term, regional park-n-ride areas that can be served by RTA will allow the Town to re-evaluate the role of parking in the town in a way that promotes transit.



**Key Partners**

- Gunnison County, CDOT, Mt. CB, City of Gunnison, Almont, CB South POA, Skyland HOA, Mountain Express, RTA

**Timing**

- Short-Term (1-2 Years):** Participate in the 2024 RTA TDP and Hwy 135 Safe Streets for All (SSFA) Plan, a regional collaboration plan with Gunnison County, City of Gunnison, and CDOT, funded by the US Department of Transportation, to identify safety improvements throughout the HWY 135 Corridor

**Estimated Costs**

- Capital Cost:** \$4,000 (SS4A – Town share), TBD for future planning and implementation efforts
- Annual Maintenance/Operating:** N/A

- Mid-Term (3-5 Years):** Update the Town's 3-Mile Plan, as part of a regional HWY 135 integrated Land Use, Infrastructure, and Transportation Corridor Plan, identifying opportunities for projects as well as a framework for future development
- Long-Term (6-10 Years):** Collaboratively work to implement the corridor plan, such as pursuing a park-n-ride opportunity at the Brush Creek intersection and CB South.

**Success Measure Alignment**

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

**Electric Vehicle Infrastructure Preparedness**

**4.C: Incentivize electric vehicle chargers at trip origins (hotels, vacation rentals, and high-density residential developments)**

**Overview:** Electric vehicles are shifting the automobile market, and the Town needs to ensure that it can accommodate this shift in a strategic way that is aligned with its mobility goals. By focusing on incentivizing charging stations at trip origins, the Town can continue to foster a "park once" environment where visitors or residents can charge their car at home or where they are staying and leave it there during their stay in Crested Butte. It's recommended for the Town to develop an incentive program for hotels/lodges/bed and breakfasts, vacation rentals, and multi-family residential developments to introduce the infrastructure at trip origins as more electric vehicles come on the market.



Gunnison County Electric Association (GCEA) has a charging incentive program, which the Town would match for five years. It's recommended for the Town to incentivize by matching GCEA for two hotels per year, 20 vacation rentals per year, and up to three high density residential (6 units or more) developments per year to support the shift to electric vehicles. Additionally, through the Town's vacation rental license program, the Town can eventually require vacation rentals to provide EV charging for their visitors. It's recommended to begin requiring this in five years (further described below in 6.G under regulatory updates), which provides a transition period to take advantage of the incentive program.

**Key Partners**

- Sustainability Department, GCEA, Hotels/lodges/bed and breakfasts, Vacation Rental license holders, multi-family owners or HOAs

**Estimated Costs**

- Capital Cost:** Up to \$150,000 per year for five years
- Annual Maintenance/Operating:** No additional FTE

**Timing**

- Short-Term (1-2 Years):** Implement the annual incentive program.
- Mid-Term (3-5 Years):** Implement the annual incentive program.

**Success Measure Alignment**

Increase mobility choices and improve people's experiences.	Neutral
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	Neutral
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

#### 4.D: Provide space for future public charging needs

**Overview:** In the past several years, the Town has partnered with GCEA to install public charging infrastructure at the 4-Way, First and Elk Parking Lot, Town Hall, and Fire Station Lot. These public chargers are being used but are currently underutilized. On average, all chargers are used 10% of the day. These public chargers provide an option for day travelers or employees without charging at home to charge their vehicle. It is recommended to continue to monitor the need for public charging as demand grows, and rely on GCEA to evaluate the demand, need, and ultimate implementation of new infrastructure, while the Town's role would be to maintain space that is accessible for future chargers.



#### Key Partners

- Sustainability, Public Works, GCEA

#### Estimated Costs

- Capital Cost:** None
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- In the future... (11-22 Years):** Re-evaluate public charging needs.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	Neutral
Reduce vehicle traffic and single occupancy use within the Town.	-
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	Neutral
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+



## 5. Transit

Crested Butte's local transit services, Mountain Express and the Gunnison Valley RTA, are successful and critical mobility partners to the Town. They are loved by the community and used heavily in the winter seasons. Yet, there is always room for improvement. Through the TMP outreach, feedback was raised regarding how both services are great, but they are not necessarily convenient nor comfortable for everyone. Through upcoming Transit Development Plan (TDP) processes at each entity, the Town can collaboratively work with its transit partners to bring forward ideas from the Crested Butte TMP into their TDP processes and evaluate ways the Town can collaboratively support each agency in putting successful ideas into action.

#### Overall phasing of solutions includes:

Project	Timing						
	Short-Term		Mid-Term			Long-Term	In the future...
	1 - 2 Years		3 - 5 Years			6 - 10 Years	11 - 22 Years
	2024	2025	2026	2027	2028	2029 - 2033	2034 - 2045
<b>5. Transit</b>							
<b>Mountain Express</b>							
5.A: Transit Development Plan (TDP)	Plan						
5.B: Potential Route Adjustments (Pending TDP)		Pending TDP					
5.C: Bike Share Pilot			4-Way (Pending TDP)				
5.D: Car share pilot			Mineral Point + 4-Way				
5.E: Improved bus shelters			Pending TDP				
<b>RTA</b>							
5.F: Transit Development Plan (TDP)	Plan						
5.G: New southbound stop and shelter			Pending TDP				
<b>Town Investments</b>							
5.H: Peanut Lake Road Pilot (Summer and Winter Peak)	Pilot						
5.I: 4-Way Bike Storage + Shared Mobility Hub		Plan	Construct				

# Mountain Express

## 5.A: Participate in Mountain Express Transit Development Plan (TDP)

**Overview:** Mountain Express plans to update their TDP in 2024. The Town can collaboratively participate in developing the five-year plan to support improving the transit experience for Crested Butte residents and visitors. Recommended improvements suggested for evaluation include considering route adjustments in the Town to serve more residents, improving bus stops and shelters for comfort and accessibility, and considering piloting shared mobility programs of bike share and car share to improve the reach of transit. Each topic is further described below.



### Key Partners

- Mountain Express, Town of Mt. Crested Butte

### Estimated Costs

- Capital Cost:** TBD
- Annual Maintenance/Operating:** N/A

### Timing

- Short-Term (1-2 Years):** Participate in Mountain Express TDP in 2024.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## 5.B: Suggested route adjustments for evaluation

**Overview:** Within the TDP, the Town requests Mountain Express evaluate adjusting the Town Shuttle route within Town to serve more residents and employees, as Mountain Express's current route only serves 23% of residential homes and 46% of non-residential space within a 500' walk to a bus stop. Three alternative routes were identified for Mountain Express to consider and evaluate, shown below. The Town recognizes that modifying the potential route of the Town Shuttle could impact Mountain Express's ability to maintain its 15-minute headway, which will need to be evaluated. Additionally, stops will need to be located strategically to serve more homes without taking away from the transit experience.



### Key Partners

- Mountain Express, Town of Mt. Crested Butte

### Estimated Costs

- Capital Cost:** TBD, pending MX TDP
- Annual Maintenance/Operating:** TBD, pending MX TDP

### Timing

- Short-Term (1-2 Years):** Pending the final recommendations from the TDP, pilot potential route adjustments.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## 5.C: Suggested bike share program pilot

**Overview:** The Town requests Mountain Express evaluate and consider piloting shared mobility programs in partnership with the Town. A bike share program would increase the reach of local transit services through improving the first and last mile ends of transit trips in the summer season. While a bike storage facility is proposed below in 5.I for residents and visitors that already own a bicycle, a bike share program can be used by both residents in town and throughout the valley, along with visitors, to explore Crested Butte by bike without needing to own a bike. Bike share programs can take several different forms and the Town recommends the use of e-bikes. Different vendors use different systems and technologies to keep track of bicycles whether through a phone app or other methods. The logistics of developing the program, choosing a vendor, whether the program is free or develops into a pay for use program, would be identified through implementation of the TDP, if piloting such a program emerges as a priority.



### Key Partners

- Mountain Express, Town of Mt. Crested Butte

### Estimated Costs

- Capital Cost:** TBD, pending MX TDP
- Annual Maintenance/Operating:** TBD, pending MX TDP

### Timing

- Mid-Term (3-5 Years):** Pending the final recommendations from the TDP. This pilot could be aligned with the Town's facility planning effort for the 4-Way to create a shared mobility hub and cohesive plan for the corridor connected to Elk Avenue (described under Elk Avenue streetscape in 2.C). The facilities plan, slated for 2025, would plan for an indoor bike storage facility at the 4-Way (described in 5.I below), and it is recommended to align launching a bike share pilot at this location with the new facility.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+



### 5.D: Suggested car share program pilot

**Overview:** The Town requests Mountain Express also evaluate and consider piloting an electric car share program in partnership with the Town. Car shares expand the reach of transit by providing an opportunity for residents or visitors to live or travel in Crested Butte without needing to own a car. Car share programs allow residents to be transit dependent and live without cars, knowing they can use the car share to access the grocery store or outlying trailheads. Piloting a car share program is requested at the central location of the 4-Way, and eventually expanded and placed in higher density residential developments like Anthracite Place or Mineral Point. Details of how many cars to start the pilot with, who the vendor would be, and what the fee structure would look like would be vetted through the Mountain Express TDP, or subsequent implementation action.



#### Key Partners

- Mountain Express, Town of Mt. Crested Butte

#### Estimated Costs

- Capital Cost:** TBD, pending MX TDP
- Annual Maintenance/Operating:** TBD, pending MX TDP

#### Timing

- Mid-Term (3-5 Years):** Pending the final recommendations of the TDP. The Town recommends piloting the car share in 2026 to correspond with the shared mobility hub at the 4-Way (with the bike storage facility and bike share pilot), as well as at the Mineral Point community housing development, which is anticipated to be completed in 2026.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 5.E: Improve bus stops and shelters

**Overview:** Once potential route adjustments are vetted and potentially put into action, the Town will work with Mountain Express to improve bus stops and shelters throughout the in-Town route to improve comfort and accessibility of loading and unloading the bus, including ensuring adequate room for the wheelchair lifts to deploy. While the 4-Way Bus shelter and Old Town Hall stop are comfortable and convenient, the Clarks Market stop, Whiterock stop, Teocalli stop, and potential identified new stops should be made to improve the transit experience for people of all ages and mobility levels. Town anticipates shelter improvements costs will require Town contributions.



#### Key Partners

- Mountain Express, Adaptive Sports Center, Public Works

#### Estimated Costs

- Capital Cost:** TBD, pending MX TDP
- Annual Maintenance/Operating:** TBD, pending MX TDP

#### Timing

- Mid-Term (3-5 Years):** Pending the final recommendations from the TDP, if route adjustments are made and confirmed in 2025, the Town can begin implementing improved shelters and stops in 2026. If route adjustments are not made, the Town should still improve the existing stops and shelters (Clarks Market, Whiterock, and Teocalli) in 2026.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## Gunnison Valley RTA

### 5.F: Participate in RTA TDP

**Overview:** The Gunnison Valley RTA also plans to update their TDP in 2024. Through their planning effort, it is recommended for the Town to participate to support the RTA's current successful efforts on increasing service frequency and identify regional park-n-rides adjacent to outlying communities. Furthermore, the Town would advocate for first/last mile gap solutions to access the RTA through the HWY 135 corridor planning effort (identified earlier under 4.B), as well as collaborate with the RTA to improve the southbound RTA stop in the Town, further described below.



#### Key Partners

- Gunnison Valley RTA, Gunnison County, Mt. Crested Butte, City of Gunnison, CB South POA

#### Estimated Costs

- Capital Cost:** TBD
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- Short-Term (1-2 Years):** Participate in the RTA TDP update in 2024.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## 5.G: Improve the Southbound RTA Stop

**Overview:** The Town has identified a need to improve the southbound RTA stop at the 4-Way to increase comfort, particularly during the winter seasons. Through the 4-Way facility planning effort identified to occur subsequently with the Elk Avenue streetscape plan in 2025, the Town could evaluate the potential of shifting the RTA bus stop slightly north to be closer to the northbound transit center with a restroom, as well as the future bike storage facility (further described in 5.I below). If not determined to be feasible or necessary to move the stop, the Town would construct an improved facility at the existing location that is enclosed, heated, and more comfortable.



### Key Partners

- Gunnison Valley RTA, Public Works

### Estimated Costs

- Capital Cost:** \$300,000
- Annual Maintenance/Operating:** No additional FTE

### Timing

- Mid-Term (3-5 Years):** Improving the southbound stop is recommended to be implemented in 2026, to occur simultaneously with improving Mountain Express shelters, as well as occurring after the 4-Way facilities plan is complete.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## Town-Led Initiatives

### 5.H: Peanut Lake Road shuttle pilot

**Overview:** Both the TMP community outreach process, as well as the Gunnison County Sustainable Tourism and Outdoor Recreation Committee (STOR), have identified a goal of evaluating and piloting opportunities to access outdoor recreation trailheads by transit to lessen environment impacts from increased use, as well as improve opportunities to access the outdoors without needing to own a car. Peanut Lake Road has been identified as an opportunity to pilot a program due to its close proximity to Town, access to several trailheads, limited private landowners, and County control of the roadway.



It's recommended to partner with Gunnison County, Crested Butte Nordic, Mountain Express and the Crested Butte Land Trust to pilot a shuttle program during peak periods in the summer and winter, to coincide with a vehicular closure of the road during the shuttle periods. The Town would analyze the pilot's performance for the consideration of a full shuttle program. For the summer program, the shuttle would be anticipated to run from the 4-Way stop out to the different trailheads on Peanut Lake Road and the winter program would run from the 4-Way stop to the Nordic Center, and then out Peanut Lake Road. The Town would work with Gunnison County to limit access to the roadway to local landowners only during peak times. The Town would hire a vendor to provide the shuttle service and would collaboratively work with Gunnison County, CB Nordic, Mountain Express and the Crested Butte Land Trust to identify the peak periods, implementation measures, and funding solutions to pilot the program.

### Key Partners

- PROST, Gunnison County, CB Nordic, CB Land Trust, STOR, Mountain Express

### Estimated Costs

- Capital Cost:** \$125,000
- Annual Maintenance/Operating:** No additional FTE

### Timing

- Short-Term (3-5 Years):** The Peanut Lake Road pilot, due to its alignment with both the TMP and STOR strategic plan, is an opportunity to implement in the short-term in the summer of 2024 and winter of 2024/2025.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## 5.I: Shared mobility hub with secure bike storage facility at the 4-Way

**Overview:** As described under the Elk Avenue Streetscape, a corridor and streetscape planning effort of the 4-Way was identified in the Town's facilities plan to evaluate ways to make the 4-Way a shared mobility and visitor information hub. Conducting a planning effort, simultaneously with the Elk Avenue Streetscape plan, can identify ways to improve use of the 4-Way to access transit, connect to shared mobility pilot programs, and distribute visitor information.



Additionally, it is recommended to plan for and develop a secure indoor bike storage facility at this mobility hub for residents and visitors throughout the valley to securely store their bicycle to use in Town after riding transit. Through the TMP's outreach process, limited space to transport bicycles on buses was raised as a deterrent to riding transit, and having the opportunity to securely store a bike within the Town can help reduce this deterrent for those riding the RTA or Mountain Express into Town and wanting to use a bicycle to access different areas of the Town. The bike storage facility could use a membership system to ensure accountability for storing a bicycle within it.

### Key Partners

- Mountain Express, RTA, Public Works

### Estimated Costs

- Capital Cost:** \$1,000,000
- Annual Maintenance/Operating:** TBD

### Timing

- Short-Term (1-2 Years):** The 4-Way facility planning process is recommended to occur simultaneously with the Elk Avenue streetscape plan in 2025.
- Mid-Term (3-5 Years):** The bike storage could be constructed in 2026, after the streetscape plan, and to align with construction of improved bus shelters.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+



# 6. Regulatory Changes

This final section of alternatives includes regulatory changes to consider updating in the Town code that can help improve the pedestrian experience in the future over time. This section includes different regulatory changes that would need to be changed in the Town code to successfully implement the other alternatives identified.

## Overall phasing of solutions includes:

Project	Timing						
	Short-Term		Mid-Term			Long-Term	In the future...
	1 - 2 Years		3 - 5 Years			6 - 10 Years	11 - 22 Years
	2024	2025	2026	2027	2028	2029 - 2033	2034 - 2045
<b>6. Regulatory Updates</b>							
6.A: Update Parking Ratios	Strategic Infill Plan						
6.B: Update Parking Arrangements	Historic Preservation Plan	Design Standards					
6.C: Special events policy - Transportation demand management		Plan	Implement				
6.D: Expand parklet program to retail							
6.E: Parking regulations							
6.F: Require EV charging at VRs							
6.G: Strategic Infill Plan	Strategic Infill Plan	Design Standards					

## 6.A: Update parking ratios

**Overview:** Towns and cities across the nation are revisiting parking ratios and requirements for new developments in their zoning codes, as many zoning codes require more parking than industry standards for mixed use environments with quality transit service. Parking requirements are a key determinant in the cost of development. It is recommended that the Town update its parking ratios to support its upcoming strategic infill study, with the following considerations:

- For residential developments, it is recommended to reduce the on-site requirements because there is an abundance of on-street parking spaces. Furthermore, the introduction of a car share program (described under 5.D) would allow more individuals to live in Crested Butte without a car. Parking flexibility would allow the development of vacant parcels, or the redevelopment of existing developments, to use the land that would otherwise be used for parking be used for community housing.
- For lodging and industrial commercial land uses, it is recommended to continue with today's parking requirements due to typical car needs for these types of land uses. The payment in lieu of parking fee is recommended to be adjusted to reflect today's construction conditions and provide incentives for payment in lieu for deed restricted commercial buildings. Additionally, the future payment in lieu of parking program would be adjusted to create a nexus to utilize funding for multi-modal transportation, transit, and parking management programs.
- For restaurant, retail, office, and entertainment commercial land uses, it is recommended to consider only allowing a payment in lieu of parking instead of requiring on-site parking to provide funding for transit, multi-modal transportation, and parking management to ensure efficient delivery of customers and employees.
- Lastly, it is recommended to update the payment in lieu of parking fee, as \$13,000 per space is does not reflect to costs of constructing a parking space in today's real estate market.

Town of Crested Butte Parking Requirements:

Building Type	Required Parking Today	Example New Requirements
Single Family dwelling	<ul style="list-style-type: none"> <li>• 2 spaces for 4 bedrooms or less</li> <li>• 1 space for a fifth bedroom</li> <li>• 1 space for every two bedrooms over 5</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum: 1, Maximum 2</li> </ul>
Two Family dwelling unit	<ul style="list-style-type: none"> <li>• 4 spaces for 4 bedrooms or less</li> <li>• 5 spaces for 5 bedrooms</li> <li>• 1 space for every two bedrooms over 5</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum: 1 per dwelling unit, Maximum: 2 per dwelling unit</li> </ul>
Three family and multi-family dwelling	<ul style="list-style-type: none"> <li>• 1.5 spaces for each residential unit</li> <li>• 1 additional space for every unit with more than 2 bedrooms</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum: 1 per dwelling unit, Maximum: 1 per dwelling unit</li> </ul>
Accessory Dwelling Units/Employee dwellings	<ul style="list-style-type: none"> <li>• 1 space per 1 bed &amp; studio units</li> <li>• 2 spaces for 2 &amp; 3 bedroom units</li> <li>• 3 spaces for a 4 bedroom unit</li> <li>• 1 space for every two bedrooms over 5</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum: 0, Maximum: 1</li> </ul>
Congregate Housing	<ul style="list-style-type: none"> <li>• 1 space per bedroom</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum: 0, Maximum: 1 per bedroom</li> </ul>
Bed & Breakfast	<ul style="list-style-type: none"> <li>• 1 space per rental bedroom</li> <li>• 2 spaces for the owners quarters</li> <li>• 1 additional space for every 2 beds in excess of two beds per room</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements</li> </ul>
Hotel, lodge, motel	<ul style="list-style-type: none"> <li>• 1 space per rental bedroom</li> <li>• 2 spaces for the owners quarters</li> <li>• 1 additional space for every 2 beds in excess of two beds per room</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements</li> </ul>
Restaurant, club, bakery, distillery etc.	<ul style="list-style-type: none"> <li>• 1 space for every 500sf of usable space up to 1000sf</li> <li>• 1 space for every 250sf of usable space from 1001sf to 2000sf</li> <li>• 1 space for every 100sf of usable space over 2001sf</li> </ul>	<ul style="list-style-type: none"> <li>• 1 space for every 500 sf, only payment in lieu permitted</li> </ul>
Retail	<ul style="list-style-type: none"> <li>• 1 space for every 500sf of usable space</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements, only payment in lieu permitted</li> </ul>
Office	<ul style="list-style-type: none"> <li>• 1 space for every 500sf of usable space</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements, only payment in lieu permitted</li> </ul>
Auto-related service	<ul style="list-style-type: none"> <li>• 1 space for every 100sf of usable space</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements</li> </ul>
Mobile Homes	<ul style="list-style-type: none"> <li>• 2 spaces per mobile home</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum: 1, Maximum: 2</li> </ul>
Theatre, auditorium, and other fixed seat establishments	<ul style="list-style-type: none"> <li>• 1 space for every 4 seats</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements, only payment in lieu permitted</li> </ul>
Museum	<ul style="list-style-type: none"> <li>• 1 space for every 1000sf of usable space</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements, only payment in lieu permitted</li> </ul>
Dry Storage	<ul style="list-style-type: none"> <li>• 1 for every 2000sf of storage building space</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements</li> </ul>
Churches	<ul style="list-style-type: none"> <li>• 1 space for every 8 seats</li> <li>• 1 space for every 500sf of usable space outside the sanctuary</li> </ul>	<ul style="list-style-type: none"> <li>• Same requirements, only payment in lieu permitted</li> </ul>

### Key Partners

- Community Development, Board of Zoning and Architectural Review (BOZAR), Town Council

### Estimated Costs

- **Capital Cost:** None
- **Annual Maintenance/Operating:** No additional FTE

### Timing

- **Short-Term (1-2 Years):** It is recommended to update parking ratios in 2025, as an immediate outcome of the Strategic Infill Plan. The Town's on-street parking has the capacity to absorb increased on-street parking use as new development is incrementally implemented, and in the long-term, the Town can consider expanding its parking management program (described under 4.A) to ensure residents of new developments with guaranteed permits to park on-street.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	Neutral
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## 6.B: Update parking arrangements

**Overview:** The Town's alleys have historically been used for utilities, private storage and resident parking. The Town's current Design Standards and Guidelines encourage residential parking to be located off the alley, as well as prohibit garages facing the street. The current guidelines were developed for neighborhoods to align with Crested Butte's historic architecture as well as promote entrances and porches of homes to front the street to support a more engaging and connected atmosphere for pedestrians. At the same time, many of the Town's alleys have evolved to become charming, shared vehicle and pedestrian walkways, where pedestrians can connect with Crested Butte's unique historic sheds and gardens.



The Town is planning to update its Design Standards and Guidelines in 2026, after completing a Historic Preservation Plan and Strategic Infill Plan in 2024. Within these upcoming plans, it is recommended to evaluate and survey the Town's alleys as it relates to the historic context, as well as the role different alleys may play in the future when it comes to infill development and accessory dwelling units. Using the evaluation from both plans, during the Design Guidelines and Standards update, the Town can evaluate updating its parking arrangement encouragements and requirements in different zones to work towards having more parking be off the alley in key areas identified.

This adjustment would incrementally, over many years, lead to more residents accessing their homes from the alleys, resulting in reduced traffic volumes on the street, with only slight traffic increases in car use of the alley. No physical changes to the alleys would be needed. Residents of future developments could still parallel park on-street in front of their homes in the Town right of way, but this change in the code would incrementally reduce the number of head in driveways on the street and increase pedestrian safety and the pedestrian experience within each street without compromising the pedestrian experience on the alley.

### Key Partners

- Community Development, BOZAR, Town Council

### Estimated Costs

- Capital Cost:** None
- Annual Maintenance/Operating:** No additional FTE

### Timing

- Short-Term (1-2 Years):** Incorporate into the Design Standards and Guidelines update, slated for 2025 after completion of the Historic Preservation Plan and Strategic Infill Plan in 2024.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## 6.C: Develop special events policy to include a transportation demand management component

**Overview:** The Community Compass identified the need to develop a special events policy to ensure the Town's special events reflect the homegrown spirit of the community. As part of this policy development, it is recommended to create a transportation demand management component to reduce the impacts large special events have on neighborhoods. This policy development should be timed concurrently with the data collection effort of the Center of the Arts recent approved expanded capacity allowance for indoor events.



### Key Partners

- Community Development, Clerk's Department, Special Event Organizers, Town Council

### Estimated Costs

- Capital Cost:** None
- Annual Maintenance/Operating:** No additional FTE

### Timing

- Short-Term (1-2 Years):** Develop the special events policy in 2025.
- Mid-Term (3-5 Years):** Implement the special events policy in 2026, giving event organizers time to prepare for potential new requirements.

### Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

## 6.D: Expand Elk Ave parklet program to accommodate retail

**Overview:** Under the Elk Avenue section, accessible sidewalk space was identified as a constraint to evaluate during the streetscape plan. Every summer, the Town faces challenges with receiving complaints and issuing violations for retail items on the sidewalks and brick areas, including chalkboard signs and bike storage. Due to the success of the parklet program for restaurant seating, the Town can adjust its parklet program to allow retail in parklets to better support retail businesses. With such a change, retail businesses could apply for seasonal parklet permits, which could be used for storing bikes or other allowed retail needs. This change would simultaneously support retail businesses, while improving pedestrian space on the sidewalk and brick areas.



### Key Partners

- Community Development, Elk Avenue Business Owners, Town Council

### Estimated Costs

- Capital Cost:** None for policy change, future patio program cost is \$500,000 (shown under 2.D)
- Annual Maintenance/Operating:** No additional FTE

### Timing

- Short-Term (1-2 Years):** Update the parklet program allowances in 2024

### 6.D (cont.) Success Measure Alignment

Increase mobility choices and improve people's experiences.	+
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	+
Strengthen our sense of community and our connections to each other.	+
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 6.E: Update parking regulations

**Overview:** Pending updating the Town's parking management program (identified in 4.A), the Town would need to update its parking regulations in the Town code to align with the program.



#### Key Partners

- Community Development, Park Crested Butte, Marshals, Town Council

#### Estimated Costs

- Capital Cost:** None
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- Mid-Term (3-5 Years):** Amend the code in 2026, simultaneously with evaluating and implementing an expansion to the Town's parking management program.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	Neutral
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	Neutral
Keep our rough edges and polish only when necessary.	Neutral
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 6.F: Require EV infrastructure at vacation rentals

**Overview:** Section 4.6 recommends developing an incentive program to install electric vehicle chargers at trip origin locations of hotels, vacation rentals, and multi-family residential development. Through the Town's vacation rental licensing, the Town can require vacation rental license holders to provide this infrastructure in the future. It is recommended to add this requirement to the license, with a five-year window to prepare and utilize the incentive program. This policy would ensure that in the future, visitors have infrastructure where they are staying to charge their car and keep it parked there.



#### Key Partners

- Community Development, Clerks, Sustainability, Vacation Rental license holders, Town Council

#### Estimated Costs

- Capital Cost:** None
- Annual Maintenance/Operating:** No additional FTE

#### Timing

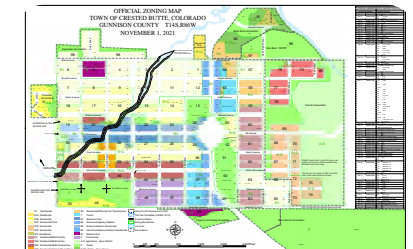
- Mid-Term (3-5 Years):** Require level II electric vehicle chargers as part of the license by 2028, with a five-year window to prepare and use the incentive program.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	Neutral
Reduce vehicle traffic and single occupancy use within the Town.	+
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	Neutral
Keep our rough edges and polish only when necessary.	+
Test and tailor solutions when and where we can to ensure we achieve the result we want.	+

### 6.G: Strategic Infill Plan

**Overview:** While parking regulations and management are the most powerful transportation tools available to the Town in determining which mode people use to travel into and throughout Crested Butte, land use regulations are the most powerful tool available to the Town regarding why and how far people travel. The Town's zoning code regulates the use, density, and character of land use.



The mixture, density and placement of land uses dictate why, when, and how far people need to travel. The upcoming Strategic Infill Plan presents the Town with an opportunity to ensure people can live closer to where they work. It can also ensure people who live in Crested Butte can shop for essential goods and services within Crested Butte and not travel to Gunnison to meet their daily needs.

The TMP recommends the Strategic Infill Plan allow, through intentional planning, additional incentives and allowances for more deed restricted housing, higher density housing types, and discourage single family housing within higher density zoning districts. Furthermore, the TMP recommends the Strategic Infill Plan allow for more incentives and allowances for affordable essential goods and services that meet the day to day needs of the residents of Crested Butte.

#### Key Partners

- Community Development, BOZAR, Town Council, Property owners, Town residents

#### Estimated Costs

- Capital Cost:** Planning process: \$200,000 (applied for grant)
- Annual Maintenance/Operating:** No additional FTE

#### Timing

- Short-Term (3-5 Years):** Complete the Strategic Infill Plan in 2024 and Update the Town's Zoning Code and Design Standards and Guidelines in 2025.

#### Success Measure Alignment

Increase mobility choices and improve people's experiences.	++
Reduce vehicle traffic and single occupancy use within the Town.	++
Ensure traffic moves slowly with nothing faster than 15 mph.	Neutral
Strengthen our sense of community and our connections to each other.	++
Keep our rough edges and polish only when necessary.	++
Test and tailor solutions when and where we can to ensure we achieve the result we want.	++

# A 22-Year Roadmap

Project	Timing						
	Short-Term		Mid-Term			Long-Term	In the future...
	1 - 2 Years		3 - 5 Years			6 - 10 Years	11 - 22 Years
	2024	2025	2026	2027	2028	2029 - 2033	2034 - 2045
<b>1. Operational improvements</b>							
Operational improvements	Paint, bike racks, stop signs	Traffic calming	Public art				
<b>2. Corridor planning, design, and implementation</b>							
Sixth Street	Red Lady Prelim Engineering	Red Lady Final Engineering <i>(pending CDOT)</i>	Red Lady Construction <i>(pending CDOT)</i>			Corridor Plan	Corridor Implementation
Elk Avenue and Third Street		Elk Ave Streetscape & Patio Plan, Festival Street pilot	Final Engineering and Design	Elk Ave Construction			
<b>3. Traffic calming and pedestrian Connectivity</b>							
Traffic calming	Deploy priority streets and develop policy						Evaluate and implement gateways
Pedestrian connectivity		Perimeter Trail in PROST Plan	Perimeter Trail through Mineral Point	Sidewalk: Elk + Third		Sidewalks: Big Mine, Fourth, Implement PROST	Sidewalk: Third to Big Mine, Pedestrian Bridges
<b>4. Parking</b>							
Parking management	CFTA Large Events & Improve Enforcement	Plan Expansion	Expand Key Areas				Re-evaluate
Regional Planning	Safe Streets for All Plan		3 Mile/Corridor Plan			Implement Park-n-rides <i>(pending opportunities)</i>	
EV Charging Infrastructure	Origin Incentive program	Origin Incentive program	Origin Incentive program	Origin Incentive program	Origin Incentive program		Re-evaluate public charging needs
<b>5. Transit</b>							
Mountain Express Collaboration	Participate in TDP	Route Adjustments <i>(Pending TDP)</i>	Improved shelters, Bike share, car share pilot				
RTA Collaboration	Participate in TDP		New southbound shelter				
Town-led initiatives	Peanut Lake Pilot	Plan 4-Way Mobility Hub & Bike Storage	Construct 4-Way Mobility Hub & Bike Storage				
<b>6. Regulatory Updates</b>							
Regulatory Updates	Strategic Infill Plan, Special events policy, Parklet retail	Parking ratios and arrangements	Update parking regulations <i>(pending management program)</i>		Require EV charging at VRs		



**The Clarke Agency Inc**  
 Joshua Townsend  
 Ph: 970-641-0511  
 Fax: 970-641-9252

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

**Property with No Residences)**

**Property with Residences-Residential Addendum Attached)**

Date: 11/10/2023

### AGREEMENT

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** Gunnison Valley Transportation Authority (Buyer) will take title to the Property described below as  **Joint Tenants**  **Tenants In Common**  **Other** n/a.

**2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

**2.3. Seller.** Nicholas G Spallone and Brenda S Spallone (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of Gunnison, Colorado (insert legal description):

**LOTS 1 & 2, BLOCK 51, WEST GUNNISON,**

known as: **500 S 9th Street, Gunnison, CO 81230**

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

n/a

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

n/a

**2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

n/a

**2.6. Exclusions.** The following items are excluded (Exclusions):

### Personal property of the sellers

#### 2.7. Water Rights, Well Rights, Water and Sewer Taps.

**2.7.1. Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

**2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

n/a

**2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is n/a.

**2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

n/a

**2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

n/a

**If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

**2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.7.7. Water Rights Review.** Buyer  Does  Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

**2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

n/a

### 3. DATES, DEADLINES AND APPLICABILITY.

#### 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<u>n/a</u>
2	§ 4	Alternative Earnest Money Deadline	<u>11/16/2023</u> Thursday
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	<u>11/16/2023</u> Thursday
4	§ 8	Record Title Objection Deadline	<u>11/30/2023</u> Thursday
5	§ 8	Off-Record Title Deadline	<u>11/16/2023</u> Thursday
6	§ 8	Off-Record Title Objection Deadline	<u>11/30/2023</u> Thursday
7	§ 8	Title Resolution Deadline	<u>12/4/2023</u> Monday
8	§ 8	Third Party Right to Purchase/Approve Deadline	<u>n/a</u>
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	<u>n/a</u>
10	§ 7	Association Documents Termination Deadline	<u>n/a</u>
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline	<u>11/16/2023</u> Thursday



12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	<i>n/a</i>
14	§ 5	New Loan Terms Deadline	<i>n/a</i>
15	§ 5	New Loan Availability Deadline	<i>n/a</i>
16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
18	§ 5	Existing Loan Deadline	<i>n/a</i>
19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	<i>n/a</i>
23	§ 6	Appraisal Objection Deadline	<i>n/a</i>
24	§ 6	Appraisal Resolution Deadline	<i>n/a</i>
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	<i>n/a</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>n/a</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>n/a</i>
		<b>Inspection and Due diligence</b>	
28	§ 2	Water Rights Examination Deadline	<i>n/a</i>
29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>
30	§ 10	Inspection Termination Deadline	<b>12/12/2023</b> Tuesday
31	§ 10	Inspection Objection Deadline	<b>12/12/2023</b> Tuesday
32	§ 10	Inspection Resolution Deadline	<b>12/14/2023</b> Thursday
33	§ 10	Property Insurance Termination Deadline	<i>n/a</i>
34	§ 10	Due Diligence Documents Delivery Deadline	<i>n/a</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>n/a</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>n/a</i>
37	§ 10	Environmental Inspection Termination Deadline	<i>n/a</i>
38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>
39	§ 10	Conditional Sale Deadline	<i>n/a</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
41	§ 11	Estoppel Statements Deadline	<i>n/a</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>
		<b>Closing and Possession</b>	
43	§ 12	Closing Date	<b>12/20/2023</b> Wednesday
44	§ 17	Possession Date	<b>5/1/2024</b> Wednesday
45	§ 17	Possession Time	<i>n/a</i>
46	§ 27	<b>Acceptance Deadline Date</b>	<b>11/13/2023</b> Monday
47	§ 27	<b>Acceptance Deadline Time</b>	<b>noon MST</b>
48	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

49	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
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**3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

**3.3. Day; Computation of Period of Days; Deadlines.**

**3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

**3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

**3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

**4. PURCHASE PRICE AND TERMS.**

**4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ <b>320,000.00</b>	
2	§ 4.3.	Earnest Money		\$ <b>8,000.00</b>
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	<i>n/a</i>	<i>n/a</i>		\$
8	<i>n/a</i>	<i>n/a</i>		\$
9	§ 4.4.	Cash at Closing		\$ <b>312,000.00</b>
10		<b>Total</b>	\$ <b>320,000.00</b>	\$ <b>320,000.00</b>

**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$*n/a* (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

**4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **good funds**, will be payable to and held by **Gunnison County Abstract Company** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

**4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

**4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

**4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

**4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

#### **4.4. Form of Funds; Time of Payment; Available Funds.**

**4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

**4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

**4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

**4.5. New Loan.** (Omitted as inapplicable)

**4.6. Assumption.** (Omitted as inapplicable)

**4.7. Seller or Private Financing.** (Omitted as inapplicable)

## TRANSACTION PROVISIONS

**5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)

**5.3. Credit Information.** (Omitted as inapplicable)

**5.4. Existing Loan Review.** (Omitted as inapplicable)

#### **6. APPRAISAL PROVISIONS.**

**6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

**6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

**6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

**6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase

Price (Lender Verification).

**6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

**6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

**7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

**7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

**7.3. Association Documents.** Association documents (Association Documents) consist of the following:

**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

**7.3.4.** A list by unit type of the Association's assessments, including both regular and special

assessments as disclosed in the Association's last Annual Disclosure;

**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

## 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

### 8.1. Evidence of Record Title.

**8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

**8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

**8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** *n/a*.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

**8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,

declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

**8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

**8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

**8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

**8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

**8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title**

**Deadline.** If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

**8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

**8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

**8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

**8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

**8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

**8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.**

**8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**

**ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

**8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.**

**8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

**8.9. Mineral Rights Review.** Buyer  Does  Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

## **9. NEW ILC, NEW SURVEY.**

**9.1. New ILC or New Survey.** If the box is checked, (1)  **New Improvement Location Certificate (New ILC)**; or, (2)  **New Survey** in the form of n/a; is required and the following will apply:

**9.1.1. Ordering of New ILC or New Survey.**  Seller  Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by:  Seller  Buyer or: n/a

**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

## **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

### **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.**

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date



of this Contract.

**10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

**10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

**10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

**10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

**10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

**10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

[n/a](#)

**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information

pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer  **Will**  **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

**10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- 10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.4.2.** Property tax bills for the last n/a years;
- 10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 10.6.1.4.5.** Operating statements for the past n/a years;
- 10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past n/a years;
- 10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- 10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- 10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- 10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- 10.6.1.4.13.** Other:

n/a

**10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

**10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

**10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

**10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**

**Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

**10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or *n/a*, at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by *n/a* days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as *n/a*. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property.  There is **No Well**. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.

**Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

**10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

**10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

## 11. TENANT ESTOPPEL STATEMENTS.

**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

**11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

**11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

**11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

**11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

## CLOSING PROVISIONS

### 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

**12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

**12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  
 **Are Not** executed with this Contract.

**12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by [Closing agent](#).

**12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

**13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:  special warranty deed  general warranty deed  
 bargain and sale deed  quit claim deed  personal representative's deed  [n/a](#) deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

**14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether

assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

## 15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

**15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

**15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other .

**15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

**15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

Water Stock/Certificates  Water District

Augmentation Membership  Small Domestic Water Company  n/a

and must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

**15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

### 15.9. FIRPTA and Colorado Withholding.

**15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

**15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

## 16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

**16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

**16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

**Taxes for the Calendar Year Immediately Preceding Closing**

**Most Recent Mill Levy and Most Recent Assessed Valuation**,  **Other**

[n/a](#)

**16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

**16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and  
[n/a](#)

**16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and

[n/a](#)

Association Assessments are subject to change as provided in the Governing Documents.

**17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **100** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

## General Provisions

**18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

**18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

**18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

**18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

**18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

**18.5. Home Warranty. [Intentionally Deleted]**

**18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

**19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

**20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

**20.1. If Buyer is in Default:**

**20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**20.2. If Seller is in Default:**

**20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may

recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

**21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

**22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

**23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

**24. TERMINATION.**

**24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

**24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

**25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or



enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

## 26. NOTICE, DELIVERY AND CHOICE OF LAW.

**26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

**26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [ctme contracts](#).

**26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

**26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

**27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

**28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;** and **Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**

## ADDITIONAL PROVISIONS AND ATTACHMENTS

**29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

**1. Sellers shall provide any surveys or any documentation in regards to the property in the sellers possession. This includes any leases or EPA studies by 11/20/2023.**

**2. If sellers have any utilities to the property than sellers shall keep those utilities in their names until the possession date.**

**30. OTHER DOCUMENTS.**

**30.1. Documents Part of Contract.** The following documents are a **part** of this Contract:

[n/a](#)

**30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

[n/a](#)

Signatures

*Scott Truex*

*ST*

Date: 11/10/2023

Buyer: **Gunnison Valley Transportation Authority**  
By: **Scott Truex**

[NOTE: If this offer is being countered or rejected, do not sign this document.]

*Nicholas G Spallone*

*NCS*

Date: 11/13/2023

Seller: **Nicholas G Spallone**

*Brenda S Spallone*

*BSS*

Date: 11/13/2023

Seller: **Brenda S Spallone**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

### BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

#### A. Broker Working With Buyer

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a  Buyer's Agent  Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **The Clarke Agency Inc**

Brokerage Firm's License #: **EC.000078020**



Date: **11/10/2023**

Broker's Name: **Joshua Townsend**

Broker's License #: **IA.100056269**

Address: **241 N. Main Street Gunnison, CO 81230**

Ph: **970-641-0511** Fax: **970-641-9252** Email Address: **josh@clarkeagency.net**

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#### B. Broker Working with Seller

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a  Seller's Agent  Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  Seller  Buyer  Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Bluebird Real Estate**

Brokerage Firm's License #: **EC 100065023**



Date: **11/10/2023**

Broker's Name: **Steven Mills**

Broker's License #: **EA.001313248**

Address: **211 Elk Ave, PO Box 1788 Crested Butte, CO 81224**

Ph: **970-349-6691** Fax: **970-349-6693** Email Address: **steve@bbre1.com**

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**CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)**

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**RESOLUTION NO. 4  
SERIES 2023**

**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 Nicholas G. Spallone and Brenda S. Spallone, a parcel of real property described as:

Lots 1 and 2, Block 51, WEST GUNNISON, City of Gunnison, County of Gunnison, State of Colorado, also known as 500 S. 9<sup>th</sup> Street, Gunnison, CO 81230; 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 Nicholas G. Spallone and Brenda S. Spallone.
- 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 8th day of December, 2023.

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Janet Farmer, Chair

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Elizabeth K. Smith, Secretary

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, THE BOARD OF  
TRUSTEES OF GUNNISON VALLEY HOSPITAL, AND THE REGIONAL  
TRANSPORTATION AUTHORITY REGARDING SENIOR TRANSPORTATION

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the \_\_\_ day of December, 2023, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and the Board of Trustees of Gunnison Valley Hospital, on behalf of the Gunnison Valley Health Senior Care Center (“Senior Care Center”) and the Gunnison Valley Transportation Authority, a political subdivision of the State of Colorado (herein “RTA”).

RECITALS

Senior Care Center provides professional services regarding transportation of seniors (“Services”).

RTA desires to engage the Services provided by Senior Care Center. Gunnison County provides fiscal agent services for the RTA.

Consistent with Gunnison County’s strategic goals and because it remains in the public interest, Gunnison County agrees to serve as fiscal agent in relation to the Services under the terms of this Agreement.

AGREEMENT

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

1. SERVICES.

Senior Care Center shall furnish all vehicles, materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Senior Care Center’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Senior Care Center acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024 unless sooner terminated or replaced as provided herein.

### 3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Senior Care Center performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Senior Care Center Senior Care Center fees as more specifically not to exceed Three Hundred Thousand Dollars and No/100 U. S. Dollars (\$300,000.00). Payment shall be made by Gunnison County to Senior Care Center within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

The Compensation shall compensate Senior Care Center for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. For the avoidance of doubt, Gunnison County is not obliged to pay the Compensation, only to serve as fiscal agent under the terms of this Agreement. To the extent necessary and appropriate, the RTA shall reimburse Gunnison County for all payments made under this Agreement within a reasonable time after Gunnison County pays the Senior Care Center for Services.

### 4. INSURANCE.

Senior Care Center agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Senior Care Center shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Senior Care Center will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and RTA. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Senior Care Center shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Senior Care Center during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred



Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Senior Care Center's breach of this Agreement or of any of the County's or the RTA's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County and the RTA must be notified by the Senior Care Center. Senior Care Center shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County or the RTA, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Senior Care Center's insurer(s) shall waive subrogation rights against the County and the RTA by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Senior Care Center. Senior Care Center shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Senior Care Center agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County or the RTA.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Senior Care Center to the County or the RTA under this Agreement. The Senior Care Center shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Senior Care Center is acting as an independent Senior Care Center and not as an agent, partner, joint venture or employee of Gunnison County or the RTA. Senior Care Center does not have any authority to bind Gunnison County or the RTA in any manner whatsoever.

**Senior Care Center acknowledges and agrees that Senior Care Center is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County or the RTA.** Further, Senior Care Center is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Senior Care Center irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County and the RTA, their Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's 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 Senior Care Center or its employees, subcontractors or agents in connection with this Agreement. Further, the County and the RTA shall not be liable to Senior Care Center or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Senior Care Center expressly disclaims any such claims or damages as against the County or the RTA.

In case of any claim that is subject to indemnification under this Agreement, Senior Care Center will provide the County and the RTA reasonably prompt notice of the relevant claim. Senior Care Center will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Senior Care Center but approved by the County and the RTA. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County and the RTA will tender

the defense and settlement of any action or proceeding covered by this Section to Senior Care Center or upon request. Claims may be settled without the consent of the County or the RTA, unless the settlement includes an admission of wrongdoing, fault or liability by the County or the RTA, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Senior Care Center agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Senior Care Center shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Senior Care Center shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Senior Care Center represents and warrants to Gunnison County and the RTA that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Senior Care Center, or be subjected to any discrimination by the Senior Care Center upon which assurance Gunnison County and the RTA rely.

9. 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.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- d. **LEGAL AUTHORITY.** Senior Care Center represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Senior Care Center represents and warrants that he has been fully authorized by Senior Care Center to execute the Agreement on behalf of Senior Care Center and to validly and legally bind Senior Care Center to all the terms, performances and provisions of the Agreement. The County and the RTA shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Senior Care Center or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Senior Care Center's obligations to provide insurance and to indemnify the County and the RTA will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

10. DELEGATION AND ASSIGNMENT.

Senior Care Center shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA

may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

11. 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, Senior Care Center shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

12. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Senior Care Center agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

13. WARRANTIES.

Senior Care Center represents and warrants to the County and the RTA as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Senior Care Center has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Senior Care Center's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Senior Care Center has the right to and shall assign to County and the RTA all third-party warranties and indemnities that Senior Care Center receives in connection with any of

the Services provided to County and the RTA. To the extent that Senior Care Center is not permitted to assign any warranties or indemnities to the County and the RTA, Senior Care Center agrees to specifically identify and enforce those warranties and indemnities on behalf of County and the RTA to the extent Senior Care Center is permitted to do so under the terms of the applicable third-party agreements.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County, the RTA or the Senior Care Center receiving benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County or the RTA has any personal or beneficial interest whatsoever in the Services. Senior Care Center has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Senior Care Center shall not employ any person having such known interests. The Senior Care Center shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Senior Care Center represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Senior Care Center by placing the Senior Care Center's own interests, or the interests of any party with whom the Senior Care Center has a contractual arrangement, in conflict with those of the County or the RTA. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Senior Care Center written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the

control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the COVID-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. 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:

Gunnison County: County Manager  
Gunnison County  
200 E. Virginia  
Gunnison, Colorado 81230  
Phone: 970-641-0248

With a copy to: Board of County Commissioners  
of the County of Gunnison, Colorado  
200 E. Virginia  
Gunnison, Colorado 81230

Scott Truex, Executive Director  
Gunnison Valley Rural Transportation Authority  
PO Box 1911  
Crested Butte, CO 81224

Senior Care Center: Wade Baker, Administrator  
Gunnison Valley Health Senior Care Center  
1500 W. Tomichi  
Gunnison, CO 81230

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.

19. GOVERNING LAW.

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

## 20. COUNTERPARTS: FACSIMILE AND ELECTRONIC 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.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

## 21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County, the RTA and Senior Care Center and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Senior Care Center’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.



22. RECORDS.

Senior Care Center shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Senior Care Center shall be subject to financial audit by federal, state or county auditors or their designees. Senior Care Center authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Senior Care Center. Senior Care Center shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Matthew Birnie, County Manager

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Gunnison Valley Rural Transportation Authority

By: \_\_\_\_\_  
Janet Farmer, Board Chair

Board of Trustees of Gunnison Valley Hospital  
on behalf of the Gunnison Valley Health Senior Care Center

By: \_\_\_\_\_  
Shandy Kibler, Assistant Administrator

APPENDIX “A”

SCOPE OF SERVICES

Senior Care Center shall perform and provide the following services:

- Provide transportation services to senior citizens of Gunnison County, who reside within the identified service area, on a regularly scheduled basis.
- Work with necessary County and RTA staff to ensure all required compliance related to transportation program is met, including:
  - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
  - Maintain required transportation logs.
  - Assist in collection of donated transportation monies.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Senior Care Center in the amount not to exceed \$300,000.00 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Senior Care Center.
- Provide personnel to process referrals to the bus service so long as such personnel are available at the County’s sole discretion.
- Provide regular and unscheduled maintenance on senior transportation vehicles (in addition to regular reimbursement) so long as parts, equipment, supplies and personnel are available to provide such maintenance at the County’s sole discretion.

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, MOUNTAIN  
EXPRESS, AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING  
SENIOR TRANSPORTATION

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the \_\_\_ day of December, 2023 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and the Mountain Express, a Transportation System, and the Gunnison Valley Transportation Authority, a political subdivision of the State of Colorado (herein “RTA”).

RECITALS

Mountain Express provides professional services regarding transportation of seniors (“Services”).

RTA desires to engage the Services provided by Mountain Express.

Consistent with Gunnison County’s strategic goals and because it remains in the public interest, Gunnison County agrees to serve as fiscal agent in relation to the Services under the terms of this Agreement.

AGREEMENT

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

1. SERVICES.

Mountain Express shall furnish all vehicles, materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Mountain Express’s profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Mountain Express acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Mountain Express's performance of the Services, during the Term, the RTA hereby appoints Gunnison County as its fiscal agent, and the RTA, through Gunnison County, shall pay Mountain Express fees as more specifically not to exceed One Hundred Thousand Dollars and No/100 U. S. Dollars (\$100,000.00). Payment shall be made by Gunnison County to Mountain Express within 45 days of receipt of an invoice. Any expenditures in excess of this amount must be pre-approved in writing by the RTA through its Executive Director.

The Compensation shall compensate Mountain Express for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement. For the avoidance of doubt, Gunnison County is not obliged to pay the Compensation, only to serve as fiscal agent under the terms of this Agreement. To the extent necessary and appropriate, the RTA shall reimburse Gunnison County for all payments made under this Agreement within a reasonable time after Gunnison County pays the Senior Care Center for Services.

#### 4. INSURANCE.

Mountain Express agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Mountain Express shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Mountain Express will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and RTA. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Mountain Express shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Mountain Express during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Mountain Express's breach of this Agreement or of any of the County's or the RTA's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County and the RTA must be notified by the Mountain Express. Mountain Express shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Mountain Express's insurer(s) shall waive subrogation rights against the County and the RTA by policy endorsement. All subcontractors and subconsultants (including independent Mountain Express, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Mountain Express. Mountain Express shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Mountain Express agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County or the RTA.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Mountain Express to the County under this

Agreement. The Mountain Express shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Mountain Express is acting as an independent Mountain Express and not as an agent, partner, joint venture or employee of Gunnison County or the RTA. Mountain Express does not have any authority to bind Gunnison County or the RTA in any manner whatsoever.

**Mountain Express acknowledges and agrees that Mountain Express is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County or the RTA.** Further, Mountain Express is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Mountain Express irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County and the RTA, their Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's 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 Mountain Express or its employees, subcontractors or agents in connection with this Agreement. Further, the County and the RTA shall not be liable to Mountain Express or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Mountain Express expressly disclaims any such claims or damages as against the County or the RTA.

In case of any claim that is subject to indemnification under this Agreement, Mountain Express will provide the County and the RTA reasonably prompt notice of the relevant claim. Mountain Express will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Mountain Express but approved by the County and the RTA. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County and the RTA will tender the defense and settlement of any action or proceeding covered by this Section to Mountain Express or upon request. Claims may be settled without the consent of the County or the RTA, unless the settlement

includes an admission of wrongdoing, fault or liability by the County or the RTA, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Mountain Express agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Mountain Express shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Mountain Express shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Mountain Express represents and warrants to Gunnison County and the RTA that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Mountain Express, or be subjected to any discrimination by the Mountain Express upon which assurance Gunnison County and the RTA rely.

9. 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.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County or the RTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. LEGAL AUTHORITY. Mountain Express represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action

passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Mountain Express represents and warrants that he has been fully authorized by Mountain Express to execute the Agreement on behalf of Mountain Express and to validly and legally bind Mountain Express to all the terms, performances and provisions of the Agreement. The County and the RTA shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Mountain Express or the person signing the Agreement to enter into the Agreement.

- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Mountain Express's obligations to provide insurance and to indemnify the County and the RTA will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

#### 10. DELEGATION AND ASSIGNMENT.

Mountain Express shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

#### 11. 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, Mountain Express shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

## 12. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Mountain Express agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

## 13. WARRANTIES.

Mountain Express represents and warrants to the County and the RTA as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Mountain Express has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Mountain Express's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.
- f. Mountain Express has the right to and shall assign to County and the RTA all third-party warranties and indemnities that Mountain Express receives in connection with any of the Services provided to County and the RTA. To the extent that Mountain Express is not permitted to assign any warranties or indemnities to the County, Mountain Express agrees to specifically identify and enforce those warranties and indemnities on behalf of County and the

RTA to the extent Mountain Express is permitted to do so under the terms of the applicable third-party agreements.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County, the RTA or Mountain Express receiving benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County or the RTA has any personal or beneficial interest whatsoever in the Services. Mountain Express has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Mountain Express shall not employ any person having such known interests. The Mountain Express shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Mountain Express represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Mountain Express by placing the Mountain Express's own interests, or the interests of any party with whom the Mountain Express has a contractual arrangement, in conflict with those of the County or the RTA. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Mountain Express written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation;

PROVIDED, HOWEVER, the any delay caused by the COVID-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. 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:

Gunnison County: County Manager  
Gunnison County  
200 E. Virginia  
Gunnison, Colorado 81230  
Phone: 970-641-0248

With a copy to: Board of County Commissioners  
of the County of Gunnison, Colorado  
200 E. Virginia  
Gunnison, Colorado 81230

Scott Truex, Executive Director  
Gunnison Valley Rural Transportation Authority  
PO Box 1911  
Crested Butte, CO 81224

Mountain Express: Jeremy Herzog, Transit Manager  
PO Box 3482  
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.

19. GOVERNING LAW.

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

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC 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.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

## 21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Mountain Express and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Mountain Express’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

## 22. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Mountain Express shall be subject to financial audit by federal,

state or county auditors or their designees. Mountain Express authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Mountain Express. Mountain Express shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Matthew Birnie, County Manager

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Gunnison Valley Rural Transportation Authority

By: \_\_\_\_\_  
Janet R. Farmer, Board Chair

Mountain Express

By: \_\_\_\_\_  
Roman Kolodziej, Board Chair

## APPENDIX “A”

### SCOPE OF SERVICES

Mountain Express shall perform and provide the following services:

- Provide transportation services to senior citizens of Gunnison County, who reside in Mt. Crested Butte, Crested Butte and surrounding north valley communities, on a regularly scheduled basis as currently being provided.
- Work with necessary RTA and County staff to ensure all required compliance related to transportation program is met, including:
  - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
  - Maintain required transportation logs.

Regional Transportation Authority shall perform and provide the following services:

- Funding to the Mountain Express in the amount not to exceed \$100,000 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Mountain Express.

**AMENDMENT TO AGREEMENT**

THIS AMENDMENT TO AGREEMENT amends the Agreement dated January 1, 2023 between Gunnison Valley Transportation Authority (GVRTA) and Social Firekeeper LLC (Social Firekeeper), and is entered into this 8<sup>th</sup> day of December, 2023.

Amendments:

**TERM** is removed in its entirety.

**COMPENSATION**, section (c) shall be replaced in its entirety with the following:

(c) In exchange for these Services, the GVRTA shall pay SOCIAL FIREKEEPER \$3,050.00 monthly during the first twelve months of the contract period and \$3,200.00 monthly during the second twelve months of the contract period (the Compensation); SOCIAL FIREKEEPER shall invoice the GVRTA for the Compensation by the fifth day of each month during the term of the Agreement and Compensation shall be paid on or before the twenty-fifth day of each month.

**TERM, RENEWAL, AND TERMINATION**, first sentence, shall be replaced with the following:

This Agreement shall run for a period of twenty-four months, starting January 1, 2023 and ending December 31, 2024.

Except as amended by this AMENDED AGREEMENT, the AGREEMENT remains in full force and effect.

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

**SOCIAL FIREKEEPER, LLC**

\_\_\_\_\_  
By: Leia Morrison, Managing Member

**GUNNISON VALLEY TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
By: Janet R. Farmer, Chair

Attest:

\_\_\_\_\_  
By: Elizabeth K. Smith, Secretary