

MEETING NOTICE

The next meeting of the Gunnison Valley Rural
Transportation Authority will be:

October 19, 2007 at 8:00 a.m.
in the Council Room
in the Crested Butte Town Hall
508 Maroon Ave, Crested Butte, CO.

For copies of the agenda and minutes of
previous meetings, please call Scott Truex at
970-275-0111.

Two or more County Commissioners may be in
attendance at this meeting.

AGENDA
GUNNISON VALLEY RURAL TRANSPORTATION AUTHORITY
October 19, 2007

8:00AM – CRESTED BUTTE COUNCIL CHAMBERS

- 8:00 A. INTRODUCTION
- 8:01 B. APPROVAL OF THE SEPTEMBER, 2007 MINUTES
- 8:03 C. EXECUTIVE DIRECTOR'S OPERATIONAL AND FINANCIAL REPORT
- 8:10 D. CORRESPONDENCE

GENERAL RTA ISSUES

- 8:15 E-1. OLD BUSINESS
 - 1) Tax reauthorization discussion
 - 2) Tax collections discussion

- 8:30 F-1. NEW BUSINESS
 - 1) Report from Tourism Association
 - 2) Comments from Citizen Advisory Committee

AIR SERVICE ISSUES

- 8:35 E-2. OLD BUSINESS
 - 1) 2007-2008 air service update

- F-2. NEW BUSINESS
 - 1) Report on trips to Dallas and Houston

GROUND TRANSPORTATION ISSUES

- 9:00 E-3. OLD BUSINESS
 - 1) Brush Creek Parcel discussion
 - 2) Title Six Certifications

- 9:30 F-3. NEW BUSINESS
 - 1) Grant updates
 - 2) Resolution #1, Series 2007
 - 3) Resolution #2, Series 2007
 - 4) Authorize contract with Alpine Express

- 10:00 G. COMMENTS FROM BOARD MEMBERS
- 10:05 H. PUBLIC COMMENT PERIOD
- I. ADJOURNMENT

Next Meeting – November 9th, 8:00 a.m. in Gunnison

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

Gunnison Valley Rural Transportation Authority
Meeting Minutes
September 21, 2007

Members Present:

Scott Truex, Executive Director
Kent Myers, Airplanners LLC
Jim Starr, Gunnison County
Jonathan Houck, City of Gunnison (via phone for vote)
Alan Bernholtz, Town of Crested Butte
Skip Berkshire, Town of Crested Butte
Chris Morgan, Town of Mt. Crested Butte

Several other community members were present in the audience including representatives from Crested Butte Mountain Resort, the Tourism Association, the RTA Citizens Advisory Committee, Alpine Express, Mountain Express, and the Crested Butte South Property Owners Association.

A. INTRODUCTION: The meeting was called to order by Chris Morgan.

B. APPROVAL OF THE August, 2007 MINUTES: Alan Bernholtz moved to approve the minutes of the August RTA meeting. Jim Starr seconded the motion. The motion was approved unanimously.

F-3.2 Award contract to provide CB-Gunnison service for 2007-2008: This agenda item was moved forward in the agenda to facilitate a quorum involving Jonathan Houck via phone. Scott Truex summarized the proposed bus service contract; eleven daily bus trips during the '07-'08 winter season, no fare during the winter. Summer service details are TBD. Scott recommended awarding a twelve month contract to Alpine Express with service commencing in mid November. A brief discussion involving the fuel cost escalation clause focused on what adjustment, if any, would be appropriate if fuel costs declined. Scott will resolve this question during final contract negotiations. Jim Starr moved to authorize Scott to negotiate a final contract with Alpine Express. Alan Bernholtz seconded the motion. The motion was passed unanimously.

C. EXECUTIVE DIRECTOR'S OPERATIONAL AND FINANCIAL REPORT: Scott Truex highlighted items from his written report. The RTA YTD tax revenue is about 3% ahead of budget. Scott noted his attendance at a grant meeting for local bus service monies. He also announced that the grant request for inter city bus service was successful--\$186K. We will now have bus service between Gunnison and DIA five days per week—fares will be about \$24 per person each way. Scott is also hopeful that we will secure about \$120K in 2008 for park-and-ride lots.

D. CORRESPONDENCE: None

GENERAL RTA ISSUES

E-1. OLD BUSINESS:

1. Tax reauthorization discussion: Scott summarized his meeting with the Local Marketing District (LMD) to discuss the upcoming tax reauthorization vote. He noted that both the school district and the library may be placing tax increase initiatives on the ballot in 2008. Kent Myers also presented a summary of how other resort communities fund their airline guarantee programs.

F-1. NEW BUSINESS:

1. Residential utility tax issue discussion: Chris Morgan summarized the problem that some utility providers incorrectly collected tax for RTA funding and will be faced with providing refunds or credit to rectify the problem. It was noted that the RTA needs to be clear that this was not an error by the RTA; it was an error by the utility providers.

2. 2008 Budget discussion: Scott summarized the proposed '08 RTA budget. No action was required at this time.

3. Request for travel vouchers—Partners Program (reverse raffle): Scott summarized the request from the Partners organization. The RTA Board, following a brief discussion, decided to decline the request for travel vouchers. The RTA Board reaffirmed the desire to use the vouchers only for advertising and marketing.

4. Liability insurance discussion: Scott noted that as the RTA provides more transportation resources, we may need to secure broader liability insurance. Following a brief discussion Scott was asked to get a legal opinion.

5. Report from the Tourism Association: Jane Chaney summarized recent marketing efforts. She noted current focus is on marketing the upcoming Ski Free promotion by CBMR.

6. Comments from the Citizen Advisory Committee: Jeff Moffett introduced Ken Stone, the new director of marketing at CBMR. Ken offered some of his thoughts and plans.

AIR SERVICE ISSUES

E-2. OLD BUSINESS

1. 2007-2008 Air service update: Kent noted upcoming meetings with UA, CO and AA. Kent then spoke to the issue of expanding air service to possibly include CO. Ken Stone offered some of his thoughts on longer range air service strategy. Following a discussion, Kent summarized the comparison of inbound passenger numbers from last year to this year. He also summarized fare comparison between GUC, Montrose, and Hayden-Steamboat and major cities.

2. Contract with CBMR: Scott noted that the contract with CBMR regarding airline guarantee funding is being finalized.

F-2. NEW BUSINESS

1. None

GROUND TRANSPORTATION ISSUES

E-3. OLD BUSINESS

1. Transportation Plan discussion: Scott reminded RTA Board members to make sure that their respective municipality budgets for 2008 include an amount (approximately \$20K each) to support revision of the Gunnison Valley Transportation Plan. Scott also noted that he will meet with the CB South POA next week (9/24).

2. Brush Creek Parcel discussion: Deferred to next meeting

F-3. NEW BUSINESS

1. Grant updates: See item C., above.

2. Award contract to provide CB-Gunnison service for 2007-2008: See above.

3. Graphics on busses: The RTA Board deferred to Scott on the selection of graphics for the busses.

4. Denver bus service: Scott summarized the status of the inter city bus service. A key issue is whether or not the 'partner' communities need to have an IGA for funding commitments or simply pay the RTA and we'll provide overall management. Scott will continue to work on this issue. The service is targeted to begin January 1, 2008.

5. Title Six Certifications: Deferred until the next meeting.

G. COMMENTS FROM BOARD MEMBERS: Chris summarized the outstanding actions for Kent.

H. PUBLIC COMMENT PERIOD: Chris Behan (CB South POA) expressed concern about visibility of buses for those waiting along the roadside. Scott assured Chris that the busses will be clearly identifiable.

I. ADJOURNMENT: The meeting was adjourned.

The next meeting is scheduled for Friday, October 19th, 8:00 a.m., in Crested Butte.

END OF MINUTES

Financial Report: The August Financial Report is on the next page.

July Revenues were at budget and flat compared with last year. We have been spending more than budgeted on Legal Services, so I expect the Professional Services line to be over budget by a few thousand dollars at the end of the year. We paid the United Airlines invoice in October.

We will take a hit on the fund balance at some point when GCEA returns the tax they collected to their members. We will have our payments from the department of revenue reduced at that time to match the amount reimbursed. We will discuss this more during the meeting.

**Gunnison Valley Transportation Authority
Financial Report - August, 2007**

**Tax Rev.
2007
percent of
2006**

	2007 Actual	2007 Budget	% of Budget	FINAL 2006 Actual	
Revenues					
Starting Fund Balance 1/1	\$ 892,400.00			\$431,129.39	
Jan	\$ 105,608.67	\$ 101,000	104.6%	\$ 104,475.19	101%
Feb	\$ 107,137.22	\$ 111,000	96.5%	\$ 111,781.13	96%
Mar	\$ 119,164.14	\$ 124,000	96.1%	\$ 125,560.34	95%
April	\$ 71,328.11	\$ 65,000	109.7%	\$ 66,185.83	108%
May	\$ 83,999.74	\$ 78,000	107.7%	\$ 79,464.00	106%
June	\$ 120,934.06	\$ 107,000	113.0%	\$ 108,095.82	112%
July	\$ 135,551.46	\$ 135,000	100.4%	\$ 135,844.54	100%
Aug		\$ 135,000	0.0%	\$ 136,139.22	0%
Sept		\$ 124,000	0.0%	\$ 125,069.43	0%
Oct		\$ 85,000	0.0%	\$ 86,497.44	0%
Nov		\$ 58,000	0.0%	\$ 59,088.75	0%
Dec		\$ 137,000	0.0%	\$ 145,143.55	0%
Year to Date Tax Revenues	\$ 743,723.40	\$ 721,000.00	103.2%	\$ 731,406.85	102%
Full Year - Tax Revenues	\$ 743,723.40	\$ 1,260,000	59.0%	\$ 1,283,345.24	
RTA Tax - Clerk	\$ 6,271.61	\$ 9,000	69.7%	\$ 10,727.23	
Grant Revenues		\$ 993,000	0.0%		
Interest Revenue	\$ 24,924.26	\$ 15,000	166.2%	\$ 20,922.52	
Total Revenue	\$ 774,919.27	\$ 2,277,000	34.0%	\$ 1,314,994.99	
Expenses					
Conference Calls		\$ -	0.0%	\$ -	
Postage	\$ 24.18	\$ -	0.0%	\$ -	
Photocopy		\$ -	0.0%	\$ -	
Professional Services	\$ 94,078.61	\$ 136,000	69.2%	\$ 109,187.37	
Audit Cost	\$ -	\$ 2,000	0.0%	\$ 2,037.00	
Revenue Collection Fee	\$ 19,471.00	\$ 30,000	64.9%	\$ 37,573.00	
Airline Guarantees	\$ 350,000.00	\$ 750,000	46.7%	\$ 512,775.13	
Airline Startup Costs	\$ -	\$ -	0.0%	\$ 67,713.49	
Ground Transportation	\$ 96,724.66	\$ 160,000	60.5%	\$ 90,944.22	
Advertising	\$ 590.44	\$ 750	78.7%	\$ 1,089.30	
Travel & Transportation	\$ 646.38	\$ 250	258.6%		
Meals & Lodging	\$ 1,443.46	\$ 3,500	41.2%	\$ 3,132.83	
Dues & Meetings	\$ 3,778.00	\$ 4,000	94.5%	\$ 2,921.00	
Vehicles	\$ -	\$ 1,100,000	0.0%		
Construction Costs	\$ -	\$ 170,000	0.0%		
Interest	\$ 650.00	\$ -	100.0%		
Treasurer's Fees	\$ 9,360.09	\$ 15,000	62.4%	\$ 12,351.00	
Transfer to General Fund	\$ 3,733.36	\$ 5,600	66.7%	\$ 14,000.04	
Total Expenses	\$ 580,500.18	\$ 2,377,100	24.4%	\$ 853,724.38	
Revenues Over (Under) Expenses	\$ 194,419.09	\$ (100,100)		\$ 461,270.61	
Balance Remaining	\$ 1,086,819.09			\$ 892,400.00	
Accounts Recievable	\$ -				
Accounts Payable	\$ 400,000.00	*UA			
Net Balance	\$ 686,819.09				

Report shows revenues through July and expenditures through August.



Gunnison Valley Rural Transportation Authority

Scott Truex, Executive Director
P.O. Box 39, Crested Butte, CO 81224
Phone: 970.275.0111
FAX: 970.349.6626
Email: struex@wic.net

September 17, 2007

Ann Beauvais
Transit Specialist
CDOT Transit Unit
4201 East Arkansas Avenue, Suite 200
Denver, CO 80222

Dear Ms. Beauvais:

Per Title VI requirements, please accept this letter and attached Certification and Assurances as the update for the Gunnison Valley Transportation Authority Title VI Program Update.

- a. There are no active lawsuits or complaints against Gunnison Valley Transportation Authority alleging discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.
- b. Other than the FTA section 5309 and section 5311 grants, Gunnison Valley Transportation Authority receives no Federal Funds.
- c. There have been no civil rights compliance reviews conducted by any local, state, or federal agencies of Gunnison Valley Transportation Authority during the past three years.
- d. I have signed the Annual Certification and Assurances today, September 21, 2007.
- e. The Gunnison Valley Transportation Authority is not using federal funds for construction projects at this time, though we anticipate using section 5309 funds to improve land for Park & Rides in FY 2008 or FY 2009.

Thank you for accepting our program update. Please call Scott Truex at (970) 275-0111 with any questions or concerns.

Sincerely,

Chris Morgan
Board Chair

APPENDIX A

URBAN MASS TRANSPORTATION ADMINISTRATION CIVIL RIGHTS ASSURANCE

The Gunnison Valley Transportation Authority HEREBY CERTIFIES THAT, as a condition of receiving federal financial assistance under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
2. The Gunnison Valley Transportation Authority will compile, maintain, and submit in a timely manner Title VI information required by UMTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
3. The Gunnison Valley Transportation Authority will make it known to the public that those person or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Urban Mass Transportation Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.

Chris Morgan, Board Chair
(NAME AND TITLE OF AUTHORIZED OFFICER)

DATE: September 21, 2007

(SIGNATURE OF AUTHORIZED OFFICER)

APPENDIX B

DEPARTMENT OF TRANSPORTATION TITLE VI ASSURANCE

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

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Section 5311 Program :

11. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21 .23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all 5311 Program and, in adapted form in all proposals for negotiated agreements:

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

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to this Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the Land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon or Interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance In the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the 5311 Program and (b) for the construction or use or access to space on, over, or under real property acquired, or improved under 5311 Program
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is In the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property Is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other racial financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the 5311 Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants In the 5311 Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED _____

Gunnison Valley Transportation Authority

by

Chris Morgan, Board Chair

Attachments:
Appendices A, B, and C

(APPENDIX A TO TITLE VI ASSURANCE)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or Indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Gunnison Valley Transportation Authority or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this Information the contractor shall so certify to the Gunnison Valley Transportation Authority, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the Gunnison Valley Transportation Authority shall impose contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies; and/or

- (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Gunnison Valley Transportation Authority or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Gunnison Valley Transportation Authority to enter into such litigation to protect the interests of the Gunnison Valley Transportation Authority, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(APPENDIX B TO TITLE VI ASSURANCE)

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

The Gunnison Valley Transportation Authority, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed[,] [and]* (2) that the Gunnison Valley Transportation Authority shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21.

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach if any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

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

(APPENDIX C TO TITLE VI ASSURANCE)

The following clauses shall be included in all deeds, licenses, leases, or similar instruments entered into by the Gunnison Valley Transportation Authority pursuant to the provisions of Assurance 7(a).

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

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Gunnison Valley Transportation Authority shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said lands and facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

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

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

The grantee licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally--Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Gunnison Valley Transportation Authority shall have the right to terminate the (license, lease, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds)*

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

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

APPENDIX C
DIRECTORY

DEPARTMENT OF TRANSPORTATION
AND
FEDERAL TRANSIT ADMINISTRATION OFFICES
(FORMERLY URBAN MASS TRANSPORTATION ADMINISTRATION)

Headquarters

Departmental Director of Civil Rights
Office of the Secretary
Department of Transportation
400 Seventh Street, SW., Room 10215
Washington, D.C. 20590
(202) 366-4648

Director, Office of Civil Rights
Federal Transit Administration
400 Seventh Street, SW., Room 9100
Washington, D.C. 20590
(202) 366-4018

CIVIL RIGHTS OFFICES

Region 1

Federal Transit Administration
Transportation Systems Center, Suite 920
Kendall Square, 55 Broadway
Cambridge, MA 02142
(617) 494-2055

Region 2

Federal Transit Administration
26 Federal Plaza, Suite 2940
New York, NY 10278
(212) 264-8162

Region 3

Federal Transit Administration
1700 Market Street, Suite 500
Philadelphia, PA 19103
(215) 656-6900

Region 4

Federal Transit Administration
Nunn Federal Center, Suite 17T50
61 Forsyth Street SW
Atlanta, GA 30303
(404) 562-3528

Region 5

Federal Transit Administration
200 West Adams Street, Suite 320
Chicago, IL 60606
(312) 353-2789

Region 6

Federal Transit Administration
524 East Lamar Street, Suite 175
Parkview Place
Arlington, TX 76011
(817) 860-9663

Region 7

Federal Transit Administration
901 Locust, Room 404
Kansas City, MO 64106
(816) 329-3920

Region 8

Federal Transit Administration
12300 West Dakota Avenue, Suite 310
Lakewood, Colorado 80228-2583
(720) 963-3313

Region 9

Federal Transit Administration
201 Mission Street, Suite 2210
San Francisco, CA 94105
(415) 744-3133

Region 10

Federal Transit Administration
Jackson Federal Building, Suite 3142
915 Second Avenue
Seattle, WA 98174
(206) 220-7954

Resolution #1 Series 2007

Gunnison Valley Transportation Authority

AN RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORTATION DEVELOPMENT, FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES IN NONURBANIZED AREAS – SECTION 5311.

BE IT ORDAINED BY THE GUNNISON VALLEY TRANSPORTATION AUTHORITY LOCATED IN GUNNISON COUNTY, COLORADO

Section 1. The Board of Directors of the Gunnison Valley Transportation Authority finds:

- A. It has the power to enter into intergovernmental agreements according to its bylaws; and
- B. The State of Colorado, State Department of Transportation, Division of Transportation Development, has obtained certain unencumbered Federal funds for the provision of transportation services for elderly persons and persons with disabilities; and,
- C. The State Department of Transportation, Division of Transportation Development, is responsible for the disbursement of these funds; and,
- D. The Gunnison Valley Transportation Authority is desirous of obtaining said funds for the provision of transportation services, and has filed an application with the State of this purpose; and,
- E. The State has proposed an intergovernmental agreement with the Gunnison Valley Transportation Authority to provide funds for such services; and,
- F. The Gunnison Valley Transportation Authority desires to accept the funds for such services pursuant to the conditions of the agreement; and,
- G. The Gunnison Valley Transportation Authority desires to work together with the State Department of Transportation to effect said services as provided in the agreement.

Section 2. The Gunnison Valley Transportation Authority hereby approves the attached contract between the Gunnison Valley Transportation Authority and the State Department of Transportation, agrees with the terms and conditions stated therein, and authorizes its Chairman to sign said contract.

Section 3. The Gunnison Valley Transportation Authority hereby obligates its local share of \$ 86,000, as required by Exhibit A.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 19th DAY OF OCTOBER, 2007

ATTEST:

THE GUNNISON VALLEY TRANSPORTATION AUTHORITY

By: _____

Secretary

Chairman

Resolution #2 Series 2007

Gunnison Valley Transportation Authority

AN RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORTATION DEVELOPMENT, FOR THE PROVISION OF INTERCITY PUBLIC TRANSPORTATION SERVICES IN NONURBANIZED AREAS – SECTION 5311(f).

BE IT ORDAINED BY THE GUNNISON VALLEY TRANSPORTATION AUTHORITY LOCATED IN GUNNISON COUNTY, COLORADO

Section 1. The Board of Directors of the Gunnison Valley Transportation Authority finds:

- A. It has the power to enter into intergovernmental agreements according to its bylaws; and
- B. The State of Colorado, State Department of Transportation, Division of Transportation Development, has obtained certain unencumbered Federal funds for the provision of transportation services for elderly persons and persons with disabilities; and,
- H. The State Department of Transportation, Division of Transportation Development, is responsible for the disbursement of these funds; and,
- I. The Gunnison Valley Transportation Authority is desirous of obtaining said funds for the provision of transportation services, and has filed an application with the State of this purpose; and,
- J. The State has proposed an intergovernmental agreement with the Gunnison Valley Transportation Authority to provide funds for such services; and,
- K. The Gunnison Valley Transportation Authority desires to accept the funds for such services pursuant to the conditions of the agreement; and,
- L. The Gunnison Valley Transportation Authority desires to work together with the State Department of Transportation to effect said services as provided in the agreement.

Section 2. The Gunnison Valley Transportation Authority hereby approves the attached contract between the Gunnison Valley Transportation Authority and the State Department of Transportation, agrees with the terms and conditions stated therein, and authorizes its Chairman to sign said contract.

Section 3. The Gunnison Valley Transportation Authority hereby obligates its local share of \$186,500, (which shall include \$43,000 in cash and \$143,500 in in-kind match from Greyhound Inc.), as required by Exhibit A.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 19th DAY OF OCTOBER, 2007

ATTEST:

THE GUNNISON VALLEY TRANSPORTATION AUTHORITY

Secretary

By: _____
Chairman