

# MEETING NOTICE

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

September 21, 2007 at 8:00 a.m.  
in the Commissioners Room  
in the Gunnison County Courthouse  
200 E. Virginia Ave., Gunnison, 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  
**September 21, 2007**  
8:00AM - GUNNISON COUNTY COURTHOUSE

- 8:00 A. INTRODUCTION
- 8:01 B. APPROVAL OF THE AUGUST, 2007 MINUTES
- 8:03 C. EXECUTIVE DIRECTOR'S OPERATIONAL AND FINANCIAL REPORT
- 8:15 D. CORRESPONDENCE

**GENERAL RTA ISSUES**

- 8:20 E-1. OLD BUSINESS
  - 1) Tax reauthorization discussion
- 8:40 F-1. NEW BUSINESS
  - 1) Residential utility sales tax issue discussion
  - 2) 2008 Budget discussion
  - 3) Request for travel vouchers - Partners Program (reverse raffle)
  - 4) Liability insurance discussion
  - 5) Report from Tourism Association
  - 6) Comments from Citizen Advisory Committee

**AIR SERVICE ISSUES**

- 9:25 E-2. OLD BUSINESS
  - 1) 2007-2008 air service update
  - 2) Contract with CBMR
- F-2. NEW BUSINESS
  - 1)

**GROUND TRANSPORTATION ISSUES**

- 9:40 E-3. OLD BUSINESS
  - 1) Transportation Plan discussion
  - 2) Brush Creek Parcel discussion
- 10:00 F-3. NEW BUSINESS
  - 1) Grant updates
  - 2) Award contract to provide CB – Gunnison service for 2007-2008
  - 3) Graphics on buses
  - 4) Denver bus service
  - 5) Title Six Certifications

- 10:50 G. COMMENTS FROM BOARD MEMBERS
- 10:55 H. PUBLIC COMMENT PERIOD
- I. ADJOURNMENT

Next Meeting – October 19<sup>th</sup>, 8:00 a.m. in Crested Butte

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

Gunnison Valley Rural Transportation Authority  
Meeting Minutes  
August 10, 2007

Members Present:

Scott Truex, Executive Director  
Kent Myers, Airplanners LLC  
Jim Starr, Gunnison County  
Hap Channell, Gunnison County  
Chris Morgan, Town of Mt. Crested Butte  
Bill Babbitt, Town of Mt. Crested Butte  
Alan Bernholtz, Town of 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, the Town of Mount Crested Butte, Alpine Express, Crested Butte South, and the Crested Butte News.

A. INTRODUCTION: The meeting was called to order by Chris Morgan at 8:50 a.m.

B. APPROVAL OF THE JUNE, 2007 MINUTES: Bill Babbitt moved to approve the minutes (as corrected) of the June RTA meeting. Hap Channell seconded the motion. The motion was approved unanimously.

C. EXECUTIVE DIRECTOR'S OPERATIONAL AND FINANCIAL REPORT: Due to the lack of a quorum, the director gave an informal report prior to the beginning of the meeting. There was also discussion regarding a meeting with Kent Myers, Scott Truex, and Pruitt Lane and a conversation between Jeff Moffett and Thomas Garrett. Old business was also discussed.

D. CORRESPONDENCE: A letter from Thomas Garrett was discussed.

E. OLD BUSINESS:

1. 2007 - 2008 Air Program – Discussion: This item was skipped due to previous discussion.
2. Winter Bus Service – RFP – Negotiations: This item was skipped due to previous discussion.

F. NEW BUSINESS

1. Report on Mountain Express – Joint Meeting – July 16<sup>th</sup> &

Discussion regarding CB South Subcommittee and Contribution: The meeting was convened during this discussion and after approval of the minutes, Hap Channell moved and Jim Starr seconded to appoint a subcommittee chaired by Alan Bernholtz to recommend solutions to the CB South and other southern subdivision transit service issues. The motion was approved unanimously. The committee will invite at least the following people to join:

Alan Bernholtz  
Frank Glick  
Bill Babbitt  
Mel Harper  
Jim Starr

Danny D'Aquila  
Scott Truex  
Chris Larsen  
Chris Behan  
Ross Tunkey

2. Contract with CBMR: Discussion occurred regarding amounts of liability for CBMR and the RTA in the contract. A request was made to reduce the amount committed by CBMR by \$12,500 due to the fact that the cap on the United contract was reduced by \$25,000. Discussion occurred regarding the fact that CBMR is spending millions to market the flights, the upcoming election, the proportion of the amounts under the current contract, and the idea of a percentage program vs. the current tiered program. Alan Bernholtz moved and Hap Channell seconded to reduce the CBMR amount of the contract by \$6,500 and increase the RTA amount by the same amount (in the third tier.) The motion was approved unanimously. Jim Starr moved and Bill Babbitt seconded to authorize the Air Service Agreement with CBMR as amended. The motion was approved unanimously.

3. Report from the Tourism Association: Jane Chaney updated the board on marketing by the TA for this summer, and the coming fall and winter. The TA is switching to winter advertising in September. Jane also updated the board on the GunnisonValleyRTA.org website.

5. Comments from Citizens Advisory Committee: Jane Chaney reported that the Colorado Fest is taking place September 7,8, &9. Jeff Moffett reported that he has three travel agents in his office this year (up from one last year.) He is working with revenue management in both airlines to help keep fares at appropriate levels.

G. COMMENTS FROM BOARD MEMBERS: Bill Babbitt asked staff to keep communicating with United Airlines in order to attempt to keep fares low and seats full.

H. PUBLIC COMMENT PERIOD: Gina Kroft passed out a new CBMR brochure. Woody Sherwood stated that a long term air plan is still needed.

E. OLD BUSINESS - Continued

3) Possible Executive Session – Negotiations with airlines: Bill Babbitt moved and Alan Bernholtz seconded that there be an executive session to discuss negotiations with the airlines. The motion was approved unanimously. No other discussion occurred.

I. ADJOURNMENT: The meeting was adjourned.

**The next meeting is scheduled for Friday, September 14th, 8:00 a.m., in Gunnison**

**Financial Report:** The July Financial Report is below. Revenues are ahead of budget by about 3%. The expenses are where I would expect them to be at this point. This report includes all revenues and expenses through July.

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

Revenues	2007	2007	% of Budget	FINAL	Tax Rev.
	Actual	Budget		2006 Actual	2007 percent of 2006
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	\$ 118,452.29	\$ 107,000	110.7%	\$ 108,095.82	110%
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	\$ 741,241.63	\$ 721,000.00	102.8%	\$ 731,406.85	101%
Full Year - Tax Revenues	\$ 741,241.63	\$ 1,260,000	58.8%	\$ 1,283,345.24	
RTA Tax - Clerk	\$ 5,297.52	\$ 9,000	58.9%	\$ 10,727.23	
Grant Revenues		\$ 993,000	0.0%		
Interest Revenue	\$ 21,123.54	\$ 15,000	140.8%	\$ 20,922.52	
Total Revenue	\$ 767,662.69	\$ 2,277,000	33.7%	\$ 1,314,994.99	
<b>Expenses</b>					
Conference Calls		\$ -	0.0%	\$ -	
Postage	\$ 24.18	\$ -	0.0%	\$ -	
Photocopy		\$ -	0.0%	\$ -	
Professional Services	\$ 83,478.61	\$ 136,000	61.4%	\$ 109,187.37	
Audit Cost	\$ -	\$ 2,000	0.0%	\$ 2,037.00	
Revenue Collection Fee	\$ 16,847.00	\$ 30,000	56.2%	\$ 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	\$ 3,553.00	\$ 4,000	88.8%	\$ 2,921.00	
Vehicles	\$ -	\$ 1,100,000	0.0%		
Construction Costs	\$ -	\$ 170,000	0.0%		
Interest	\$ 650.00	\$ -	100.0%		
Treasurer's Fees	\$ 8,176.99	\$ 15,000	54.5%	\$ 12,351.00	
Transfer to General Fund	\$ 3,266.69	\$ 5,600	58.3%	\$ 14,000.04	
Total Expenses	\$ 565,401.41	\$ 2,377,100	23.8%	\$ 853,724.38	
Revenues Over (Under) Expenses	\$ 202,261.28	\$ (100,100)		\$ 461,270.61	
Balance Remaining	\$ 1,094,661.28			\$ 892,400.00	
Accounts Recievable	\$ -				
Accounts Payable	\$ 400,000.00	*UA			
Net Balance	\$ 694,661.28				

Report shows revenues through July and expenditures through July.

## **Tax Reauthorization Discussion**

The subcommittee met after the last meeting. We need to make some decisions regarding this vote. The subcommittee was undecided as to whether or not to go to a vote together with the LMD or to have a separate vote. There was also discussion regarding the ideas of keeping the rates the same or asking the voters to increase the rate. The school district has put off their bond issue until 2008. This may impact our decision.

## **Residential Utility Sales Tax Issue Discussion**

Last Wednesday, we were informed that some of the utilities have been charging the RTA tax on their residential customers. According to the ballot language, the tax is only to be collected on sales which are taxed by the State of Colorado. The State has an exemption for residential users of energy. When I was informed of this I sent the letter on the following page to GCEA, the City of Gunnison, Atmos, Amerigas, Sweitzer, Allstar Gas, and Parish Oil. These were all of the distributors that I could think of. Please let me know if the letter should go to anyone else. As of this time, I have determined that GCEA and the City of Gunnison have been collecting the tax and should have stopped at this time. As far as I can tell, Atmos has not been collecting the tax. I have not confirmed this through discussions with them yet, but I did receive my bill and it did not contain the tax. According to GCEA, this might impact us in the amount of \$40,000 or so per year. This would be about 3% of our budget. I hope to have more info for you at the meeting.



**Gunnison Valley Rural Transportation Authority**

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

September 12, 2007

Address:

Dear \_\_\_\_\_:

The Gunnison Valley Rural Transportation Authority has recently learned that the sales tax used to fund the Authority has been collected upon certain sales transactions that are exempt from the State of Colorado sales tax.

The Gunnison Valley Rural Transportation Authority sales tax taxes only those goods or commodities which are taxed by the State of Colorado pursuant to the State's Sales Tax Law. Section 39-26-715(1)(a)(II) is an exemption from the State's sales tax and reads as follows:

Effective July 1, 1980, all sales and purchases of electricity, coal, wood, gas, fuel oil, or coke sold, but not for resale, to occupants of residences, whether owned, leased, or rented by said occupants, for the purpose of operating residential fixtures and appliances that provide light, heat, and power for such residences. For purposes of this subparagraph (II), "gas" includes natural, manufactured, and liquefied petroleum gas.

If you are making sales that meet the terms of the above-referenced exemption, they are not to be charged the Gunnison Valley Rural Transportation Authority sales tax. If you have been collecting the Authority's sales tax on these sales, you are requested to stop collecting such tax immediately.

For your guidance, the only transactions that should be taxed with the Authority's sales tax are those that are taxed by the State's 2.9% sales tax.

We appreciate your cooperation. Please feel free to contact me with any questions regarding this tax.

Sincerely,

Scott A. Truex  
Executive Director

## 2008 Budget Discussion

The budget on the next page is made with the following assumptions:

No increase in tax revenues – I was planning a 4% increase, but removed the increase when I found out about the tax issue with the utilities.

We will be receiving an operational grant from the State in the amount of \$104,000 for Gunnison – Crested Butte service.

We will be receiving an intercity bus grant from the State in the amount of \$186,558 for service to Denver.

We should receive \$29,500 from our partners on the intercity route.

We received \$120,000 in Section 5309 Capital Grants in 2007 which I rolled over to 2008 along with a projected 2008 grant of the same amount to make a total of \$240,000.

Professional services include me, Kent (along with his travel expenses) and attorney's fees, etc.

My understanding is that the revenue collection fee will be cut in half next year, so I reduced the budget by half to \$15,000.

Airline guarantees went up to include the amounts discussed in the contract with CBMR.

Airline startup costs are for Frontier if they provide service next year.

Ground transportation costs include using the cheaper of the two proposals for service including eleven round trips per day in the winter and three round trips in the summer for no cost to the riders. This number was calculated by taking the base bid for eight trips per day of \$1,056 per day and adding \$414 per day for three extra trips in the winter. Total winter service would be \$1,470 per day for 149 days. Summer service of three trips per day at a cost of \$552 per day for 217 days. This totals about \$332,000. I have included another \$18,000 for possible fuel surcharges, signage, etc. for a total of \$350,000.

The RTA committed to \$14,000 for the local match on the intercity route. Therefore, our total expenses shouldn't exceed \$230,000. (We have revenues of approximately \$216,000 between the grant and our partners.)

We will have some maintenance costs on top of the contract for service, so I included a line item of \$10,000 this year. This is minimal because most maintenance not covered by a contract will be covered by warrantees.

Capital costs of \$300,000 are offset by the 5309 grant revenues of \$240,000 and should be used for Park & Ride improvements.

## Draft 2008 RTA Budget

Draft 2008- Revenues and Expenses:	2007 Budget	2007 Current Estimate	2008 Draft Budget
<b>Revenues</b>			
Tax Revenues	\$ 1,260,000	\$ 1,296,000	\$ 1,296,000
Operational Grant	\$ -	\$ -	\$ 104,000
Intercity Grant	\$ -	\$ -	\$ 186,558
Intercity Partners	\$ -	\$ -	\$ 29,500
Capital Grants	\$ 993,000	\$ 858,000	\$ 240,000
Other Revenues	\$ 24,000	\$ 41,000	\$ 30,000
<b>Total Revenues</b>	<b>\$2,277,000</b>	<b>\$ 2,195,000</b>	<b>\$ 1,886,058</b>
<b>Expenses</b>			
Professional Services	\$ 136,000	\$ 140,000	\$ 142,000
Audit Cost	\$ 2,000	\$ 2,000	\$ 2,000
Revenue Collection Fee	\$ 30,000	\$ 30,000	\$ 15,000
Airline Guarantees	\$ 750,000	\$ 750,000	\$ 781,500
Airline Startup Costs	\$ -	\$ -	\$ 50,000
Ground Transportation	\$ 160,000	\$ 170,000	\$ 350,000
Intercity Bus	\$ -	\$ -	\$ 230,000
Advertising	\$ 750	\$ 820	\$ 5,000
Travel & Transportation	\$ 250	\$ 1,200	\$ 1,200
Meals & Lodging	\$ 3,500	\$ 3,500	\$ 3,500
Dues & Meetings	\$ 4,000	\$ 4,000	\$ 4,500
Vehicle Maintenance	\$ -	\$ -	\$ 10,000
Capital Costs	\$ 1,270,000	\$ 1,075,000	\$ 300,000
Interest	\$ -	\$ -	\$ -
Treasurer's Fees	\$ 15,000	\$ 12,500	\$ 12,500
Transfer to General Fund	\$ 5,600	\$ 5,600	\$ 5,600
<b>Total Expenses</b>	<b>\$2,377,100</b>	<b>\$ 2,194,620</b>	<b>\$ 1,912,800</b>
<b>Revenues Over (Under) Expenses</b>	<b>\$ (100,100)</b>	<b>\$ 380</b>	<b>\$ (26,742)</b>

Though this budget shows an overall deficit, we can hope to not pay the full guarantees and end up without the deficit. Last year we budgeted a \$100,100 deficit and we should end up without drawing down the fund balance. Projected end of the year fund balance for 2007 is \$892,000.

### Request for travel vouchers - Partners Program (reverse raffle)

Tim Cashman has requested two vouchers for a fundraiser for the Partners program. We received 40 vouchers this year from American Airlines. We have disbursed 4 vouchers to Airplanners per Kent's contract and given 2 to John DeVore for the general aviation show. Therefore, we have 34 vouchers left. I plan to give a significant number to CBMR and the TA for marketing efforts.

### Award contract to provide CB – Gunnison service for 2007-2008

The two proposals are on the next few pages. I recommend that we enter into a contract with Alpine Express for 11 trips per day in the winter and 3 trips in the summer (see schedule on the next page). I also recommend that we do not charge a fare for passengers.

Proposed Schedule for the Winter Employee Shuffle – 11 round trips per day:

Three of the four vehicles will be used each day. The fourth vehicle will be available for maintenance and/or as a backup vehicle. Buses will rotate through the schedule.

Bus number one – schedule in red.

Bus number two – schedule in blue. (\*represents an additional run.)

Bus number three – schedule in violet. (\* represents additional runs.)

*Morning*

<u>Leaves Gunnison</u>	<u>Arrives Mt. CB</u>	<u>Leaves Mt. CB</u>	<u>Arrives Gunnison</u>
6:30 a.m.	7:30 a.m.		
7:00 a.m.	8:00 a.m.	7:30 a.m.	8:30 a.m.
7:30 a.m.	8:30 a.m.	8:00 a.m.*	9:00 a.m.
8:30 a.m.	9:30 a.m.	8:30 a.m.*	9:30 a.m.
9:00 a.m.*	10:00 a.m.		
9:30 a.m.*	10:30 a.m.	10:30 a.m.	11:30 a.m.

*Noon*

<u>Leaves Gunnison</u>	<u>Arrives Mt. CB</u>	<u>Leaves Mt. CB</u>	<u>Arrives Gunnison</u>
11:30 a.m.	12:30 p.m.	12:30 p.m.	1:30 p.m.
1:30 p.m.	2:30 p.m.	2:30 p.m.*	3:30 p.m.

*Evening*

<u>Leaves Gunnison</u>	<u>Arrives Mt. CB</u>	<u>Leaves Mt. CB</u>	<u>Arrives Gunnison</u>
3:30 p.m.*	4:30 p.m.	4:00 p.m.	5:00 p.m.
		4:30 p.m.	5:30 p.m.
5:00 p.m.	6:00 p.m.	5:00 p.m.	6:00 p.m.
5:30 p.m.	6:30 p.m.	6:00 p.m.	7:00 p.m.
		8:00p.m.	9:00 p.m.

Proposed Schedule for the Summer Employee Shuffle

<u>Leaves Gunnison</u>	<u>Arrives Mt. CB</u>	<u>Leaves Mt. CB</u>	<u>Arrives Gunnison</u>
7:00 a.m.	8:00 a.m.	8:00 a.m.	9:00 a.m.
Noon	1:00 p.m.	1:00 p.m.	2:00 p.m.
4:30 p.m.	5:30 p.m.	5:30 p.m.	6:30 p.m.

**Comparison of bids for schedule on previous page with no fares from passengers:**

	<u>Alpine Express</u>	<u>Mountain Express</u>
Winter base (8 trips/day)	\$1,056.00 per day	\$1,427.26 per day
Additional trips (3 trips/day)	\$ 414.00 per day	\$ 443.97 per day
Total per winter day (11 trips)	\$1,470.00 per day	\$1,871.23 per day
Total winter cost (149 days)	\$219,030.00 plus possible fuel surcharge	\$278,813.27
Summer base (3 trips/day)	\$ 522.00 per day	\$ 528.47 per day
Total summer cost (217 days)	\$113,274.00 plus possible fuel surcharge	\$114,677.99
Total for year	<u>\$332,304.00</u> plus possible fuel surcharge	<u>\$393,491.26</u>

AEX, Inc. dba

Alpine Express  
PO Box 1250  
Gunnison, CO 81230  
970 641 – 5074  
970 641 – 6632 Facsimile  
[www.AlpineExpressShuttle.com](http://www.AlpineExpressShuttle.com)

August 31, 2007

Gunnison County Rural Transportation Authority  
Attention: Scott Truex Executive Director

RE: Ground Transportation Proposal

Dear Scott and RTA Board,

AEX Inc., dba Alpine Express is pleased to submit the following proposal for Ground Transportation services between the Towns of Mt Crested Butte, Crested Butte and the City of Gunnison. As you are aware Alpine Express pioneered and has operated this service for a number of years and fully understands the challenges of operating this service.

Our pricing includes collision insurance with a replacement value of \$270,000 per vehicle and public liability insurance with aggregate limits of \$5,000,000. Alpine Express complies with FHSA Drug and Alcohol regulations as per 49 CFR 655. All RTA bus drivers will have appropriate valid commercial driver licenses and background checks as required by Federal and State law.

#### Winter Season Pricing

As per the amended RFP prices for eight round trips per day:

Price per day to provide above service with no passenger revenue from tickets \$1,056.00.  
Based on a 149 day operating period total price is \$ 157,344.00

Price per day to provide above service with \$2 one-way fare to be kept by the operator \$876.00.  
Based on a 149 day operating period total price is \$ 130,524.00

Price per day for each additional round trip not included in the above \$138.00.

#### Summer Season Pricing

As per the amended RFP prices for three round trips per day:

Price per day to provide above service with no passenger revenue \$522.00 Based on a 217 day operating period total price is \$ 113,274.00

Price per day to provide above service with \$2 one-way fare to be kept by the operator \$493.00.  
Based on a 217 day operating period total price is \$106,981.00

Price per day for each additional round trip not included in the above \$151.00.

As an option AEX, Inc would propose the following schedule and pricing for 7 round trips per day winter season:

<i>Morning</i>			
<u>Leaves Gunnison</u>	<u>Arrives Mt. CB</u>	<u>Leaves Mt. CB</u>	<u>Arrives Gunnison</u>
6:30 a.m.	7:30 a.m.	7:30 a.m.	8:30 a.m.
7:30 a.m.	8:30 a.m.	8:30 a.m.	9:30 a.m.
8:30 a.m.	9:30 a.m.		

<i>Noon</i>			
<u>Leaves Gunnison</u>	<u>Arrives Mt. CB</u>	<u>Leaves Mt. CB</u>	<u>Arrives Gunnison</u>
11:00 a.m.	12 noon	12 noon	1:00 p.m.
1:00 p.m.	2:00 p.m.		

<i>Evening</i>			
<u>Leaves Gunnison</u>	<u>Arrives Mt. CB</u>	<u>Leaves Mt. CB</u>	<u>Arrives Gunnison</u>
		4:00 p.m.	5:00 p.m.
		4:30 p.m.	5:30 p.m.
5:00 p.m.	6:00 p.m.	6:00 p.m.	7:00 p.m.
5:30 p.m.	6:30 p.m.		
		8:00p.m.	9:00 p.m.

Optional Winter Season Pricing.

Optional pricing for seven round trips per day:

Price per day to provide above service with no passenger revenue from tickets \$926.00. Based on a 149 day operating period total price is \$ 137,974.00

Price per day to provide above service with \$2 one-way fare to be kept by the operator \$746.00. Based on a 149 day operating period total price is \$ 111,154.00

Price per day for each additional round trip not included in the above \$132.00

In addition the following contingencies are hereby attached and made part of this RFP:

Parts and Bus Repairs:

In the event repairs to buses are required which exceed the \$200.00 limit specified in the RFP or are beyond the scope of repairs specified by the RTA, AEX, Inc will charge \$100.00 per hour for labor, cost of parts plus 15 % to perform such repairs. These repairs will only be made with the express prior consent of RTA.

Labor and part expenses related to warranty repairs which are properly authorized and performed by AEX, Inc shall be reimbursed to AEX Inc. by bus manufacturer or Gunnison Valley RTA. This pricing shall be consistent as outlined in the Parts and Bus Repairs paragraph above.

In the event a bus needs to be delivered to an alternate location for repair AEX, Inc shall be reimbursed at the rate of \$2.25 per one way mile for delivering and picking up bus. If delivery site is outside of Gunnison County then actual costs for Driver return transportation, meals and lodging plus 15% will apply.

Fuel surcharges:

AEX, Inc shall be able to recover a fuel surcharge in addition to the daily rates listed above if the price of diesel fuel shall advance more than 5% of a base charge of \$3.15 per gallon as charged by Sweitzer Oil CO. Inc as calculated in the standard billing practices to AEX, Inc dba Alpine Express. The AEX standard billing from Sweitzer Oil CO. is; AEX is charged the rack price at the Denver Terminal on a daily basis plus a prearranged transportation charge and margin on a per gallon basis.

Respectfully submitted,

Gregory L. Sherwood, President

801 Butte Avenue  
P.O. Box 39  
Crested Butte, CO 81224

Ph. (970)349-5616 fax (970)349-6626

# Mountain Express

February 24, 2010

Gunnison Valley Rural Transportation Authority

Attention: Scott Truex, Executive Director

Dear Scott and RTA Board,

On behalf of the Mountain Express, please except our bid for the 2007-2008 Gunnison Employee Shuttle.

The Mountain Express has been providing safe, efficient public transportation in the Crested Butte and Mt. Crested Butte area since 1978. In fact in the early 1980's, the Mountain Express did provide service to Gunnison for workers, skiers and visitors to the Gunnison valley.

The Mountain Express would be happy to provide that service once again.

Enclosed in the bid you will find a cost per day for both the winter season and the non-winter season and a cost per extra round trip for each season.

The Mountain Express meets all of the requirements outlined in the RFP.

The Mountain Express meets or exceeds the insurance requirements for collision, public liability and for personal injury and property damage. We will include the RTA as additional insured on these policies.

The Mountain Express is compliant with all applicable State and Federal regulations including but not limited to: Federal transit laws codified at 49 U.S.C. Chapter 53, 49 CFR 5, 49 CFR 27, 49 DFR 27, 49 CFR 37, and 49 CFR 38.

The Mountain Express has a current Substance Abuse Policy that complies with Section 49 CFR 655.

All of the Mountain Express employees/drivers have a Class B Commercial Drivers License with a Passenger Endorsement with no restrictions.

The Mountain Express has an excellent maintenance staff and keeps detailed records of each vehicle. Providing records of all maintenance and inspections will be available to the RTA. We will also maintain the vehicles as specified in the RFP and will comply with all warranty required service

We have looked into leasing an indoor facility in Gunnison for the winter season. The cost would be an additional \$3,000 plus utilities a month which is not reflected in the bid. We feel this would benefit both the passengers and buses to be kept inside overnight.

We are agreeable with the scheduling change made in early August.

Mountain Express proposes the following pricing for its service according to the RFP for service during the ski season;

Price per day with no passenger revenues from tickets - **\$1,427.26**

Price per day with \$2.00 one-way fare to be kept by the operator - **\$1,227.26**

Price for each additional round trip not included in the above - **\$147.99** (additional round trip is priced without a fare).

Mountain Express proposes the following pricing for service in spring, summer and fall:

Price per day with no passenger revenues from tickets - **\$528.47**

Price per day with \$2.00 one-way fare to be kept by the operator - **\$478.47**

Price per each additional round trip not included in the above - **\$141.88** (additional round trip is priced without a fare).

I will available for any questions you may have and will be looking forward to the September 21<sup>st</sup> RTA meeting.

Sincerely,

Chris Larsen  
Transit Manager

## **Graphics on buses**

We need to make a decision on a graphic design for the side of the vehicles. I have been working with Erin Vokoun (the Gunnison graphic artist who helped Hap & I originally) and the bus dealer to come up with an effective design. I hope to have a final draft for your approval at the meeting.

We will be able to add more info to the buses locally, but I would like the buses to arrive as complete as possible.

## **Denver bus service**

I am working hard on making sure that we can provide this service with the grant we received. I need to get an agreement together with our partners, get an agreement with Greyhound for using their capital expenses as a local match (they may require an interline agreement with our provider), and find a provider for the service.

I would like to publish an RFP and try to choose a provider at the next meeting.

I will also work with CDOT to figure out what else we need to get done.

We will need to pass a resolution for this grant and for the regular operating grant at the next meeting.

## **Title Six Certifications**

In order to receive funds from the federal and state governments, we need to adopt the attached certifications and authorize Chris Morgan to sign the following documents.



## Gunnison Valley Rural Transportation Authority

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