



Meeting Notice

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

December 12, 2025, at 8:00 a.m.

In the Town Council Room

**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.com/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 12, 2025
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 7, 2025 MEETING MINUTES

D. FINANCIAL REPORT

E. CORRESPONDENCE

- Letters supporting our grant application for replacing bus #503.

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 – Andrew Sandstrom
- 5) Air service update – Bill Tomcich
- 6) Executive Director's report – Scott Truex
- 7) Facility at 301 W. Tomichi Avenue – update and discussion – Scott Truex
- 8) Update on contract with CDOT for second daily Bustang Outrider service between Crested Butte and Denver – Scott Truex – **possible motion and decision requested**

8:35 G. PUBLIC COMMENT PERIOD

8:40 H. COMMENTS FROM BOARD MEMBERS & STAFF

8:45 I. NEW BUSINESS

- 1) Adoption of Revised 2025 GVRTA Budget – Scott Truex – **motion and decision requested**
- 2) Approval of 2026 GVRTA Board of Directors Meeting dates – Scott Truex – **motion and decision requested**
- 3) Approval of contract with Gunnison County and Gunnison Valley Health to provide senior transportation in 2026 – Scott Truex – **motion and decision requested**
- 4) Approval of contract with Gunnison County and Mountain Express to provide senior transportation in 2026 – Scott Truex – **motion and decision requested**
- 5) Adoption of updated of GVRTA Bylaws – Scott Truex – **motion and decision requested**

9:15 J. ADJOURNMENT OF REGULAR MEETING

All times are approximate – the meeting may move more quickly or more slowly than indicated.
 Next meeting – January 9th at 8:00 a.m. in the Gunnison County Courthouse.

GUNNISON VALLEY TRANSPORTATION AUTHORITY

MEETING MINUTES

November 7, 2025

Board of County Commissioners Room, Gunnison County Courthouse

A. INTRODUCTION

Matt Schwartz called the meeting to order at 8:01 am

Board members in attendance: Nicholas Kempin, Anna Fenerty (ZOOM), Diego Plata, Laura Puckett Daniels, Matt Schwartz, Ian Billick, Liz Smith

Scott Truex, Leia Morrison, Mike Patterson, Rick Lamport, Bill Tomcich (ZOOM), Dean Herrera, Steve Coleman, Kim Bolling (ZOOM), Andrew Sandstrom (ZOOM), JD Crichton (ZOOM), Kathleen Fogo (ZOOM), Carlos G, and community members are also present.

CONSENT AGENDA

B. ADOPTION OF THE AGENDA

C. APPROVAL OF THE SEPTEMBER 26, 2025 MEETING MINUTES

D. EXECUTIVE DIRECTOR'S FINANCIAL REPORT

E. CORRESPONDENCE

F. OLD BUSINESS

1) Air program reports

2) Bus program reports

Laura Puckett Daniels ***moved to approve the consent agenda.*** Ian Billick seconded the motion.

The motion passed unanimously.

REGULAR AGENDA

F. OLD BUSINESS CONTINUED

3) Airport Update: **Zoom Meeting Time stamp 1:00**

Rick Lamport gave the airport update.

4) Tourism and Prosperity Partnership (TAPP) report **3:48**

Andrew Sandstrom gave the Tourism and Prosperity Partnership report.

5) Air Service Update - **6:05**

Bill Tomcich gave the air service update.

6) Executive Director's report **11:02**

Scott Truex gave the Executive Director's report.

7) Request for bus route change in Gunnison **18:34**

The board decided not to make a route change and to explore a pilot program closing two parking spaces on Georgia Avenue to see if that resolves the issue.

8) Facility at 301 W. Tomichi Avenue – update on grant contract and discussion 38:18
Scott Truex updated the board on the grant contract.

9) Update on proposed amendments to the initial GVRTA Intergovernmental Agreement 39:36
Scott reported that the IGA has been fully executed.

10) Update on contract with CDOT for second daily Bustang Outrider service between Crested Butte and Denver 40:02

It was agreed that we will keep the item in the 2026 budget, but bring this back to the board next month for a decision.

11) Changing the form of meeting minutes 49:27

It was decided to keep the written minutes as the official minutes of the GVRTA and add time stamps of the ZOOM recording to the minutes. We will purchase audio recording equipment for additional backup.

G. Public Comment - 1:00:47 none

H. Comments from Board & Staff 1:01:20

There was discussion regarding the noise level of buses.

I. New Business

1) Request for approval of bus window art 1:02:16

Laura Puckett Daniels ***moved to approve the Upper Gunnison River Water Conservancy District artwork.*** Liz Smith seconded the motion. The motion passed unanimously.

2) Planning for possible future bus service to Montrose 1:05:40

Staff will continue looking at funding options.

3) Request from Gunnison County to fund local match for building new bus stops at Brush Creek Rd. as part of the new roundabout/underpass project. 1:09:03

Diego Plata ***moved to authorize the expenditure of local match funds for building new bus stops at the Brush Creek Road Roundabout, with an upper limit of \$85,200 to be paid to the county.*** Liz Smith seconded the motion. The motion passed unanimously.

4) GVRTA 2026 Budget 1:15:29

Anna Fenerty ***moved to approve 2026 budget as presented.*** Laura Puckett Daniels seconded the motion. The motion passed unanimously.

5) 2026 – 2030 GVRTA Five-year Financial Plan 1:27:22

Laura Puckett Daniels ***moved to approve the 2026-2030 GVRTA Five-Year Financial Plan.*** Diego Plata seconded the motion. The motion passed unanimously.

6) Executive session to discuss contract negotiations with Truex Management Services 1:40:54

At this point Matt Schwartz moved and Laura Puckett Daniels seconded a ***motion that this meeting of 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 determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators as authorized by CRS 24-6-402(4)(e) for the purpose of discussion and negotiations with Truex Management Services for the services of Scott Truex.*** The motion passed unanimously.

Matt Schwartz stated the following: “This Executive Session is not open to the public, and action may not be taken. It is Friday, September 26th, and the time is 9:50 am.

For the record, I am the presiding officer, Matt Schwartz, Board Chair. Present at this Executive Session are the RTA board members in attendance and the following persons: Scott Truex and Kathy Fogo. If, at any point in the Executive Session, any participant believes the discussion is going outside the proper scope of the Executive Session, please interrupt the discussion and make an objection for the record.”

The board moved into executive session at 9:51 am

The executive session was concluded at 10:14.

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

7) Authorization for the Board Chair to sign a contract with Truex Management Services, Inc. to provide management services for the GVRTA beginning January 1, 2026. 1:44:45

Diego Plata ***moved to authorize the Board Chair to sign the contract with Truex Management Services, Inc., as presented.*** Ian Billick seconded the motion. The motion passed unanimously.


The meeting adjourned at 10:23 am




October, 2025 - Financial Report:

This report was prepared for the GVRTA Board of Directors on November 25, 2025 with information provided by the County Finance Department and shows posted revenues through September, 2025 and expenditures through October 2025.

Sales Tax Revenues:

 Gunnison Valley Transportation Authority Sales Tax Revenues								
Month	2022	2023	2024	Budget 2025	Actual 2025	% vs Budget	% Change 24-25	Projected 2025
Jan	\$ 445,739	\$ 471,041	\$ 471,261	\$ 485,000	\$ 458,136.40	-5.5%	-2.8%	\$ 458,136
Feb	\$ 464,948	\$ 484,914	\$ 503,629	\$ 519,000	\$ 524,133.69	1.0%	4.1%	\$ 524,134
Mar	\$ 559,798	\$ 537,816	\$ 518,936	\$ 535,000	\$ 542,007.90	1.3%	4.4%	\$ 542,008
April	\$ 332,944	\$ 296,774	\$ 300,108	\$ 309,000	\$ 346,929.00	12.3%	15.6%	\$ 346,929
May	\$ 386,830	\$ 371,561	\$ 389,756	\$ 401,000	\$ 417,392.67	4.1%	7.1%	\$ 417,393
June	\$ 591,654	\$ 544,420	\$ 583,054	\$ 601,000	\$ 607,788.28	1.1%	4.2%	\$ 607,788
July	\$ 694,821	\$ 753,805	\$ 708,783	\$ 730,000	\$ 801,953.35	9.9%	13.1%	\$ 801,953
Aug	\$ 630,918	\$ 631,167	\$ 667,642	\$ 688,000	\$ 666,978.29	-3.1%	-0.1%	\$ 666,978
Sept	\$ 576,404	\$ 598,134	\$ 602,517	\$ 616,000	\$ 611,927.78	-0.7%	2%	\$ 611,928
Oct	\$ 431,654	\$ 447,192	\$ 525,608	\$ 461,000				\$ 461,000
Nov	\$ 381,165	\$ 387,207	\$ 374,552	\$ 399,000				\$ 399,000
Dec	\$ 515,927	\$ 528,949	\$ 567,885	\$ 545,000				\$ 545,000
Year-to-date	\$ 4,684,056	\$ 4,689,632	\$ 4,745,686	\$ 4,884,000	\$ 4,977,247.36	1.9%	4.9%	
Full Year	\$ 6,012,802	\$ 6,052,980	\$ 6,213,731	\$ 6,289,000		1.5%	2.7%	\$ 6,382,247

Gunnison Valley Transportation Authority  Financial Report - October, 2025				
Distribution of Sales Tax Revenues among GVRTA funds				
	YTD Actual	2025 Budget	Revisions	2025 Projected
	\$ 4,977,247.36	\$ 6,289,000	\$ 93,247	\$ 6,382,247
Sales Tax to General Fund	\$ 3,456,247.36	\$ 4,593,000	\$ 268,247	\$ 4,861,247
Sales Tax to Capital Fund	\$ 500,000.00	\$ 500,000	\$ -	\$ 500,000
Sales Tax to Air Command Fund	\$ 575,000.00	\$ 750,000	\$ (175,000)	\$ 575,000
Sales Tax to Senior Transportation Fund	\$ 446,000.00	\$ 446,000	\$ -	\$ 446,000
	\$ 4,977,247.36	\$ 6,289,000	\$ 93,247	\$ 6,382,247

GVRTA Fund Reports:

GVRTA General Fund Financial Report - October, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 2,423,691	\$ 2,209,167	\$ 214,524	\$ 2,423,691
Revenues					
Sales Tax Revenues		\$ 3,456,247.36	\$ 4,593,000	\$ 268,247	\$ 4,861,247
Sales Tax - Clerk		\$ 51,469.35	\$ 37,000	\$ 21,000	\$ 58,000
Interest Charges		\$ 1,417.22	\$ 1,000	\$ 500	\$ 1,500
Other Fines		\$ 478.10	\$ 1,000	\$ (400)	\$ 600
Rental Income - West Evans Maintenance Facility		\$ 22,000.00	\$ 26,400	\$ -	\$ 26,400
Rental Income - Solstice and Lazy K Housing Units		\$ 77,573.16	\$ 70,600	\$ 23,173	\$ 93,773
Earnings on Investments		\$ 169,959.77	\$ 80,000	\$ 106,000	\$ 186,000
5311 A & O FTA 5311 Admin. & Operating Grants		\$ 367,008.00	\$ 367,000	\$ 8	\$ 367,008
Total Revenues		\$ 4,146,152.96	\$ 5,176,000	\$ 418,528	\$ 5,594,528
Expenditures:					
Postage		\$ -	\$ 100	\$ (100)	\$ -
Supplies & Equipment Under \$4,000		\$ -	\$ 4,000	\$ (3,965)	\$ 35
Building Repair and Maintenance		\$ 21,365.23	\$ 30,000	\$ (3,000)	\$ 27,000
Travel - Transportation		\$ 1,844.50	\$ 4,000	\$ (2,155)	\$ 1,845
Travel - Meals		\$ 583.47	\$ 3,000	\$ (2,313)	\$ 687
Travel - Lodging		\$ 3,176.42	\$ 3,000	\$ 176	\$ 3,176
Legal Services		\$ 18,868.83	\$ 8,000	\$ 12,000	\$ 20,000
Contracted Temp. Help - GTFS & RAE		\$ 7,796.35	\$ 58,000	\$ (50,000)	\$ 8,000
Contract Svcs - Social Firekeeper, Swiftly, Bus Stops		\$ 81,130.06	\$ 82,000	\$ 2,830	\$ 84,830
Management Services - TMS		\$ 92,801.28	\$ 101,238	\$ -	\$ 101,238
Meetings - Registrations		\$ 2,850.00	\$ 2,000	\$ (50)	\$ 1,950
State Fees		\$ 15,909.52	\$ 30,000	\$ (6,000)	\$ 24,000
County Treasurer's Fees		\$ 51,007.51	\$ 77,000	\$ (12,000)	\$ 65,000
Late Night Taxi & Bustang Services		\$ 28,600.00	\$ 100,000	\$ (71,400)	\$ 28,600
Advertising, Notices, Public Outreach & Website		\$ 10,347.38	\$ 18,000	\$ (4,760)	\$ 13,240
Dues & Memberships - CASTA and POA Memberships		\$ 22,371.45	\$ 25,000	\$ (2,592)	\$ 22,408
Auditing		\$ 12,895.00	\$ 13,500	\$ (605)	\$ 12,895
Insurance & Bonds		\$ 20,138.09	\$ 22,000	\$ (1,862)	\$ 20,138
Utilities		\$ 1,670.28	\$ 10,000	\$ (8,300)	\$ 1,700
Investment Commissions/Fees		\$ -	\$ 100	\$ (100)	\$ -
Transfer to County General Fund - Finance Dept.		\$ 11,666.70	\$ 14,000	\$ -	\$ 14,000
5311 - A Management Services - TMS		\$ 92,801.28	\$ 101,238	\$ -	\$ 101,238
5311 - A Bus Operations Manager - Ecovatus		\$ 71,500.00	\$ 78,000	\$ -	\$ 78,000
5311 - O Diesel Fuel		\$ 74,793.39	\$ 120,000	\$ (25,000)	\$ 95,000
5311 - O CNG Fuel		\$ 317,200.40	\$ 400,000	\$ (5,000)	\$ 395,000
5311 - O Repair & Maintenance - Vehicles		\$ 481,279.64	\$ 640,000	\$ (70,000)	\$ 570,000
5311 - O Purchased Transportation Services		\$ 2,541,823.28	\$ 3,200,000	\$ (65,000)	\$ 3,135,000
Total Expenditures		\$ 3,984,420.06	\$ 5,144,176	\$ (319,196)	\$ 4,824,980
Ending General Fund Balance		\$ 2,585,424	\$ 2,240,991	\$ 952,248	\$ 3,193,239
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on November 25, 2025.					


GVRTA Fund Reports:

GVRTA Capital Reserve Fund Financial Report - October, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 728,893	\$ 727,970	\$ 923	\$ 728,893
Revenues:					
5339 - C 5339(b) Capital Grant (buses)		\$ -	\$ 1,516,108	\$ (1,516,108)	\$ -
State SB267 Grant (facility)		\$ -	\$ 1,000,000	\$ (1,000,000)	\$ -
Sales Tax Revenues		\$ -	\$ 500,000	\$ -	\$ 500,000
Total Revenues		\$ -	\$ 3,016,108	\$ (2,516,108)	\$ 500,000
Expenditures:					
5339 - C Bus Purchase (Grant)		\$ -	\$ 1,783,667	\$ (1,783,667)	\$ -
Bus Purchase (Local)		\$ 15,714.96	\$ 891,833	\$ (1,833)	\$ 890,000
SB 267 Facility Design & Construction		\$ -	\$ 1,000,000	\$ (1,000,000)	\$ -
Housing/Land Purchases		\$ 2,131.08	\$ -	\$ 2,131	\$ 2,131
Capital Improvements		\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 17,846.04	\$ 3,675,500	\$ (2,783,369)	\$ 892,131
Ending Fund Balance		\$ 711,047	\$ 68,578	\$ 268,184	\$ 336,762
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on November 25, 2025.					
GVRTA Air Command Fund Financial Report - October, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 1,981,155	\$ 1,980,944	\$ 211	\$ 1,981,155
Revenues:					
Sales Tax Revenues		\$ 575,000.00	\$ 750,000	\$ (175,000)	\$ 575,000
SCASD Grant (300k budgeted to county)		\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ 575,000.00	\$ 750,000	\$ (175,000)	\$ 575,000
Expenditures:					
Airline Guarantees - Winter		\$ 405,898.00	\$ 582,206	\$ (176,308)	\$ 405,898
Professional Services - Tomcich Travel		\$ 95,400.52	\$ 106,000	\$ (1,700)	\$ 104,300
Gunnison County - Airport Airline Mechanic Subsidy		\$ 54,000.00	\$ 50,000	\$ 4,000	\$ 54,000
Airline Guarantees - Summer (50% paid by county grant)		\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 555,298.52	\$ 738,206	\$ (174,008)	\$ 564,198
Ending Fund Balance		\$ 2,000,856	\$ 1,992,738	\$ (781)	\$ 1,991,957
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on November 25, 2025.					
GVRTA Senior Transportation Fund Financial Report - October, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 397,246	\$ 356,611	\$ 40,635	\$ 397,246
Revenues:					
Sales Tax Revenues		\$ 446,000.00	\$ 446,000	\$ -	\$ 446,000
Total Revenues		\$ 446,000.00	\$ 446,000	\$ -	\$ 446,000
Expenditures:					
Capital Expenses		\$ 21,792.00	\$ -	\$ 21,792	\$ 21,792
Contracted Services		\$ 369,333.39	\$ 420,000	\$ 36,000	\$ 456,000
Total Expenditures		\$ 391,125.39	\$ 420,000	\$ 57,792	\$ 477,792
Ending Fund Balance		\$ 452,121	\$ 382,611	\$ (17,157)	\$ 365,454
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on November 25, 2025.					

Summary of all Funds

GVRTA Total Revenues and Expenditures					
Financial Report - October, 2025		YTD Actual	2025 Budget	Revisions	2025 Projected
Beginning Fund Balance		\$ 5,530,985	\$ 5,274,692	\$ 256,293	\$ 5,530,985
Revenues:		\$ 5,167,153	\$ 9,388,108	\$ (2,272,580)	\$ 7,115,528
Expenditures:		\$ 4,948,690	\$ 9,977,882	\$ (3,218,781)	\$ 6,759,101
Ending Fund Balance		\$ 5,749,448	\$ 4,684,918	\$ 1,202,494	\$ 5,887,412
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on November 25, 2025.					
GVRTA Summary of all Funds		2025 Actual Beginning Balance	YTD Current Balances	2025 Budget Ending Balance	2025 Projected Ending Balance
Financial Report - October, 2025					
Fund Balances				Revisions	
Unrestricted General Fund Balance		\$ 2,423,691	\$ 2,585,424	\$ 2,240,991	\$ 952,248
Capital Reserve Fund Balance		\$ 728,893	\$ 711,047	\$ 68,578	\$ 268,184
Air Command Fund Balance		\$ 1,981,155	\$ 2,000,856	\$ 1,992,738	\$ (781)
Senior Transportation Fund Balance		\$ 397,246	\$ 452,121	\$ 382,611	\$ (17,157)
Total Fund Balance		\$ 5,530,985	\$ 5,749,448	\$ 4,684,918	\$ 1,202,494
Report shows posted revenues through September and expenditures through October.					
Report prepared by Scott Truex with information from the County Finance department on November 25, 2025.					

GVRTA Housing Report and Housing Contributions to General Fund:

Gunnison Valley Transportation Authority GVRTA Housing Status Report																		2025											
	Year Built	Year Purchased	Initial Cost	Major Repairs	Total Cost	Occupied																							
						J	F	M	A	M	J	J	A	S	O	N	D												
Solstice Unit G 118 7th St, CB	1993	2022	\$ 602,911	\$ -	\$ 602,911	X	X	X	X	X	X	X	X	X															
Lazy K 117 Chipeta Ct Unit A	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X	X	X	X	X	X	X	X															
Lazy K 117 Chipeta Ct Unit B	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X			X	X	X	X	X															
Lazy K 117 Chipeta Ct Unit C	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X	X		X	X	X	X	X															
Lazy K 117 Chipeta Ct Unit D	2022	2022	\$ 357,932	\$ -	\$ 357,932		X	X	X	X	X	X	X	X															
Lazy K 117 Chipeta Ct Unit E	2022	2022	\$ 357,932	\$ -	\$ 357,932	X	X	X	X	X	X	X	X	X															
Lazy K 104 Ouray Ln Unit A	2023	2023	\$ 417,997	\$ -	\$ 417,997	X	X	X	X	X	X	X	X																
Lazy K 107 Ouray Ln Unit A	2023	2023	\$ 407,786	\$ -	\$ 407,786	X	X	X	X	X	X	X	X	X															
Lazy K 110 Ouray Ln Unit A	2023	2023	\$ 425,336	\$ -	\$ 425,336	X	X	X	X	X	X	X	X	X															
			\$ 3,643,689	\$ -	\$ 3,643,689	8	9	8	7	9	9	9	9	8															

GVRTA Housing: Revenues and Expenses	2022	2023	2024	YTD 2025	Total
Rental Income	\$ 6,269	\$ 46,121	\$ 83,651	\$ 77,573	\$ 213,614
Expenses					
Lazy K POA Dues	\$ -	\$ 3,506	\$ 5,004	\$ 5,562	\$ 14,072
Solstice POA Dues	\$ 499	\$ 6,336	\$ 6,336	\$ 6,336	\$ 19,507
Utiilities (unocc. units)	\$ -	\$ 9,538	\$ 4,589	\$ 1,532	\$ 15,659
Minor repairs & Maint.	\$ -	\$ -	\$ -	\$ 3,666	\$ 3,666
Total Expenses	\$ 499	\$ 19,380	\$ 15,929	\$ 17,096	\$ 52,904
Added to General Fund	\$ 5,770	\$ 26,741	\$ 67,722	\$ 60,477	\$ 160,710

GVRTA Capital Assets & Bus Fleet:

Gunnison Valley Transportation Authority GVRTA List of Capital Assets			
Year completed	Description		Cost
2008	Gunnison City Bus Shelters	\$	6,000
2018	Tall Texan Bus Stops	\$	141,062
2018	Ohio Creek Bus Stops	\$	156,593
2019	North Valley Bus Stops	\$	465,997
2020	905 W. Evans Facility	\$	1,109,879
2020	Almont Bus Stops	\$	170,800
2022	Lazy K Five-Plex	\$	1,789,659
2022	Solstice Condominiums, Unit G	\$	602,911
2023	Gunnison City Bus Shelters	\$	77,228
2023	Lazy K 104A, 107A, and 110A	\$	1,251,119
2023	500 S. 9th Street bus storage lot	\$	323,033
2023	905 W. Evans Concrete Apron	\$	313,470
2024	Whetstone Bus Storage Facility	\$	4,311,279
2024	Gunnison City Bus Shelters	\$	41,227
2024	301 W. Tomichi Lot	\$	812,298
2024	Improvements to CBS Bus Stop	\$	120,850
Total cost of assets:			\$ 11,693,405

2025 GVRTA Bus Fleet			Total Initial Cost	Local Cost	12-Yr dep. Current Value	2025 Replacement Cost	Odometer (1/1/25)
Bus #	Year	Fuel					
504	2016	Diesel	\$ 532,856	\$ 106,557	\$ 177,954	\$ 871,168	644,837
505	2016	Diesel	\$ 521,029	\$ 521,029	\$ 173,686	\$ 871,168	627,729
506	2017	CNG	\$ 695,159	\$ 527,235	\$ 231,719	\$ 871,168	493,237
503	2018	CNG	\$ 701,900	\$ 140,380	\$ 292,458	\$ 871,168	458,113
502	2019	CNG	\$ 714,935	\$ 142,987	\$ 357,467	\$ 871,168	458,194
501	2019	CNG	\$ 714,935	\$ 142,987	\$ 357,467	\$ 871,168	476,945
500	2020	CNG	\$ 751,781	\$ 127,841	\$ 438,182	\$ 871,168	372,964
507	2021	CNG	\$ 754,935	\$ 150,987	\$ 503,289	\$ 871,168	272,500
508	2023	CNG	\$ 771,300	\$ 41,300	\$ 706,925	\$ 871,168	162,464
509	2023	CNG	\$ 771,300	\$ 41,300	\$ 707,025	\$ 871,168	159,756
Totals			\$ 6,930,130	\$ 1,942,603	\$ 3,946,172	\$ 8,711,680	



November 25, 2025

To whom it may concern,

As the Chair of the Board of Directors of Gunnison Valley RTA, I write to respectfully request your support in securing funds to support our Bus Replacement Project. This project will allow us to purchase a commuter coach to replace the oldest vehicle in our fleet and keep our commuter bus service between Gunnison and Mt. Crested Butte reliable.

The GVRTA Bus Replacement Project is a high priority for us because as we have been expanding our service, we need to continue to upgrade and expand our fleet. The RTA Board of Directors, which includes representative from the towns of Crested Butte and Mt. Crested Butte, the City of Gunnison, and Gunnison County are fully supportive of this application, as it keeps our service running at peak performance with buses that are safe and reliable and allows us to continue to reduce single occupancy vehicles on State Highway 135.

The Gunnison Valley RTA Bus Replacement Project will help to maintain an integrated transit system that meets the mobility needs of our residents. This project will maximize the role of transit within our valley, promote intermodal connectivity, and reduce vehicle miles travel.

Please give the Gunnison Valley RTA Bus Replacement Project the highest consideration for funding.

Thank you.

Sincerely,

Matthew Schwartz,
Board Chair
Gunnison Valley RTA



November 26, 2025

To whom it may concern,

Please accept this letter committing the Gunnison Valley RTA to provide the local match for our bus replacement project.

This bus replacement project will allow the RTA to continue to better serve the residents and visitors of our valley effectively. The RTA Board of Directors, including representatives from the Towns of Crested Butte and Mt. Crested Butte, City of Gunnison, and Gunnison County are all supportive of this application, as it keeps our service running at peak performance with buses that are safe and reliable.

To ensure the viability of this project, the GVRTA Board of Directors has identified GVRTA reserve account funds in the amount of \$180,837 to provide as local match for the vehicle purchase and these local funds are available immediately.

Please contact our Executive Director, Scott Truex at struex@gunnisonvalleyrta.org with any questions.

Thank you.

Matthew Schwartz,
Board Chair
Gunnison Valley RTA

RTA Board of Directors Meeting, December 2025

Air Program Report – Bill Tomcich

November Results – United:

- **Reliability and OTP:** 98.3% completed, 91.5% on time (one diversion + one cancellation on November 30 due to snow).
- **Preliminary Passenger #s:** 5,901 total revenue passengers – up +26% over last year's prior record November.
- **Load Factor:** 71.1% this November versus 59.8% last November.

Future Bookings: *(as of December 1)*

- **Winter Overall:** Estimated to be pacing within 1% of last year at this time, UA + AA combined.
- **By Month:** Dec -2%, Jan +4%, Feb -6%, Mar -7%, Apr +204%.

Current Published Winter 2025/26 Schedules:

- **United from DEN:** 2x daily through December 17 then 3x daily December 18 – April 5.
- **United from IAH:** One flight daily December 18 – March 28.
- **United from ORD:** Fri-Sat in / Sat-Sun out December 19 – January 4 & February 6 – March 29.
- **American from DFW:** 2x daily with CRJ700s from December 18, 2025 – January 5, 2026, then 12x/week (one Tue/Wed) January 6 -February 11, then 2x daily February 12- April 6.

Total Winter 2025/26 Seat Capacity: *(as of October 30)*

- **American:** Down -15.8%
- **United:** Up +5.5%
- **Combined:** Down -1.1%



Bus program reports – November, 2025

Passengers by Month

Ridership on the GVRTA Gunnison - Crested Butte Commuter Bus Route 2025								2024			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	44,091	2,470	2,896	82,367	31	17.9	1,422.3	49,484	19.9	1,596.3	(5,393)	-10.9%
February	41,696	2,248	2,646	75,335	28	18.5	1,489.1	47,763	20.2	1,647.0	(6,067)	-12.7%
March	44,162	2,502	2,934	83,650	31	17.7	1,424.6	48,338	19.2	1,559.3	(4,176)	-8.6%
April	21,731	2,061	2,372	68,891	30	10.5	724.4	23,103	11.1	770.1	(1,372)	-5.9%
May	20,233	2,037	2,297	67,430	31	9.9	652.7	19,030	9.4	613.9	1,203	6.3%
June	27,716	1,976	2,230	66,400	30	14.0	923.9	26,340	13.6	878.0	1,376	5.2%
July	36,041	2,035	2,316	68,195	31	17.7	1,162.6	34,747	17.3	1,120.9	1,294	3.7%
August	31,621	2,043	2,317	67,926	31	15.5	1,020.0	31,452	16.0	1,014.6	169	0.5%
September	26,047	1,964	2,234	65,411	30	13.3	868.2	25,584	13.5	852.8	463	1.8%
October	21,022	2,034	2,298	66,524	31	10.3	678.1	22,992	11.4	741.7	(1,970)	-8.6%
November	19,273	2,041	2,292	65,103	30	9.4	642.4	22,288	11.1	742.9	(3,015)	-13.5%
December												
Total	333,633	23,411	26,832	777,232	334	14.3	998.9	351,121			(17,488)	-5.0%

Passengers by Stop – Summer, 2025

2025 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	River-land	Brush Creek	River-bend	CB 4-Way	Total North-bound Passengers
April	24	1,039	260	622	1,094	789	832	475	675	1,016	199	107	183	544	404	68	63	22	227	8,215
May	31	1,461	351	1,013	1,419	1,128	1,030	614	894	1,292	344	160	353	964	543	86	91	66	513	11,779
June	30	1,688	494	827	1,719	1,439	1,576	750	1,199	1,790	664	245	725	1,618	678	121	237	79	1,004	16,175
July	31	1,795	643	873	2,207	1,744	1,930	1,002	1,434	2,120	919	358	977	2,422	715	215	300	128	1,602	20,669
August	31	1,666	377	912	2,009	1,609	1,780	985	1,327	1,955	680	236	865	1,887	576	144	260	83	1,238	18,013
September	30	1,602	362	899	1,804	1,446	1,305	871	1,170	1,788	493	218	652	1,220	558	102	121	89	603	14,745
October	31	1,520	381	918	1,226	1,297	919	653	949	1,514	342	199	440	1,031	581	65	104	58	504	12,120
November	25	1,075	230	675	918	957	692	526	729	1,077	246	143	370	759	402	51	52	60	148	8,708
Total	233	11,846	3,098	6,739	#####	#####	10,064	5,876	8,377	12,552	3,887	1,666	4,565	10,445	4,457	852	1,228	585	5,839	110,424
Avg / Day		50.8	13.3	28.9	53.2	44.7	43.2	25.2	36.0	53.9	16.7	7.2	19.6	44.8	19.1	3.7	5.3	2.5	25.1	473.9

2025 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	24	1,123	2,934	51	143	237	489	738	255	69	395	216	5,912
May	31	1,473	4,876	62	179	244	582	1,434	286	83	470	199	8,454
June	30	2,395	6,580	73	191	294	680	1,517	564	69	532	163	11,541
July	31	3,713	8,579	87	263	297	797	2,102	577	74	671	314	15,372
August	31	3,025	7,988	77	212	237	664	1,840	513	107	577	199	13,599
September	30	2,108	6,617	88	158	300	600	1,535	532	153	517	229	11,302
October	31	1,389	5,272	88	193	288	549	1,351	403	141	402	177	8,902
November	25	751	4,249	50	147	174	446	1,002	322	68	315	94	6,616
Total	233	15,977	47,095	576	1,486	2,071	4,807	#####	3,452	764	3,879	1,591	81,698
Avg / Day		68.6	202.1	2.5	6.4	8.9	20.6	49.4	14.8	3.3	16.6	6.8	350.6

Spring, Summer, Fall - 2025 GVRTA On-Time Performance

Southbound - From Crested Butte 4-Way										
	# of Days	Planned # of Trips	Missed Trips	Actual # of Trips	Percentage of Missed 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	24	792	4	788	0.5%	98.0%	99.4%	99.7%	0.0%	0.3%
May	31	1,023	6	1,017	0.6%	95.9%	99.4%	99.6%	0.2%	0.2%
June	30	990	2	988	0.2%	94.0%	99.3%	99.6%	0.2%	0.2%
July	31	1,023	4	1,019	0.4%	87.4%	97.4%	98.9%	0.7%	0.4%
August	31	1,023	2	1,021	0.2%	94.3%	99.4%	99.8%	0.2%	0.0%
September	30	990	7	983	0.7%	90.2%	97.3%	98.3%	0.7%	1.0%
October	31	1,023	7	1,016	0.7%	84.5%	95.2%	96.9%	0.7%	2.4%
November	25	825	5	820	0.6%	93.3%	98.5%	98.7%	0.1%	1.2%
Total	233	7,689	37	7,652	0.5%	92.0%	98.2%	98.9%	0.4%	0.7%

Northbound - From Spencer and Hwy 135										
	# of Days	Planned # of Trips	Missed Trips	Actual # of Trips	Percentage of Missed 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	24	792	5	787	0.6%	94.7%	98.0%	99.0%	0.0%	1.0%
May	31	1,023	3	1,020	0.3%	92.2%	97.8%	98.8%	0.6%	0.6%
June	30	990	2	988	0.2%	90.9%	97.1%	99.1%	0.4%	0.5%
July	31	1,023	7	1,016	0.7%	84.4%	94.7%	97.8%	1.1%	1.1%
August	31	1,023	1	1,022	0.1%	88.7%	96.9%	98.2%	0.7%	1.1%
September	30	990	9	981	0.9%	85.9%	94.7%	97.3%	1.1%	1.5%
October	31	1,023	5	1,018	0.5%	86.3%	94.0%	96.8%	1.1%	2.2%
November	25	825	6	819	0.7%	89.4%	96.7%	98.0%	0.1%	1.8%
Total	233	7,689	38	7,651	0.5%	88.9%	96.2%	98.1%	0.7%	1.2%

Average:					0.5%	90.5%	97.2%	98.5%	0.5%	1.0%
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Late and Missed Runs

November 1-30, 2025

Date	Late run	Missed Runs	Reason/Incident
11/2/2025	10:01 AM NB		20-30 MINS LATE-MECHANICAL
11/3/2025	5:46 PM NB		20 MINS LATE
11/7/2025		9:31 AM NB	BUS BROKE DOWN AT ALMONT ON 8:45 AM SB-XLD RUN-MECHANICAL
11/8/2025		2:25 PM SB & 3:11 PM NB	XLD- MECHANICAL/3:11 PM NB 15 MINS LATE, START CBS
11/9/2025	10:20 AM SB		<45 MINS DUE TO MINOR ACCIDENT W BUS
11/9/2025	10:31 AM NB		27 MINS LATE-MISCOMMUNICATION BUS SWAP
11/9/2025	1:06 PM NB		34 MINS LATE, STARTED AT SPENCER, WAITING FOR BUS SWAP
11/10/2025	N/A		ADA ON 1:06 PM NB + DOG
11/11/2025	4:46 PM NB//8:21 PM NB		15 MINS LATE-HEAVY TRAFFIC/ADA ON 5:46 PM NB//HIT ELK 8:21 PM NB @CBS-SWITCH BUSES 20 MINS LATE
11/12/2025		5:51 AM NB & 7:10 AM SB	MISCOMMUNICATION
11/18/2025	4:46 PM NB & 6:05 PM SB		15 MINS LATE-MECHANICAL
11/22/2025		4:16 PM & 5:35 pm sb ,9:26 PM NB & 11pm sb	XLD RUNS-DRVR CALLED IN SICK LAST MINUTE
11/23/2025	6:21 AM NB, 1:06 PM NB		1ST LATE-STARTED AT TT TO STAY ON SCHED-BUS SWAP, 2ND LATE-DRVR LATE START-MISSED ALL OF TOWN
11/25/2025		5:51 AM NB & 7:10 AM SB, 7:56 AM NB & 9:15 AM SB	DRVR SHORTAGE
11/28/2025		12:51 PM NB & 2:10 PM SB	DRVR SICK
11/29/2025	10:30 AM SB/12:51 pm nb/4:15 pm sb	5:51 am nb & 7:30 am sb	BREAKDOWN ON 10:30 AM SB AT CBS//XLD-DRVR SHORTAGE/20 MINS LATE-MECHANICAL/15 MINS LATE-MECHANICAL
11/30/2025	2:11 PM & 3:30 PM SB, 6:01 PM NB & 7:20 PM SB		LATE 25 MINS SNOW!!

Passenger Boardings by Time – Summer, 2025

Gunnison Valley RTA Passengers by Time - Spring, Summer, Fall, 2025										Average Riders per Bus - Spring, Summer, Fall, 2025									
Northbound										Northbound									
Departing Rec. Center	April	May	June	July	Aug	Sept	Oct	Nov	Total	Departing Rec. Center	April	May	June	July	Aug	Sept	Oct	Nov	Total
5:21 AM	149	228	240	299	314	212	174	127	1,743	5:21 AM	6.2	7.4	8.0	9.6	10.1	7.1	5.6	5.1	7.5
5:51 AM	99	173	281	444	462	257	239	137	2,092	5:51 AM	4.1	5.6	9.4	14.3	14.9	8.6	7.7	5.5	9.0
6:21 AM	247	381	370	561	562	449	340	324	3,234	6:21 AM	10.3	12.3	12.3	18.1	18.1	15.0	11.0	13.0	13.9
6:56 AM	472	746	1,084	1,418	1166	954	705	528	7,073	6:56 AM	19.7	24.1	36.1	45.7	37.6	31.8	22.7	21.1	30.4
7:26 AM	309	401	717	844	718	596	394	348	4,327	7:26 AM	12.9	12.9	23.9	27.2	23.2	19.9	12.7	13.9	18.6
7:56 AM	463	769	771	1,111	1053	959	781	458	6,365	7:56 AM	19.3	24.8	25.7	35.8	34.0	32.0	25.2	18.3	27.3
8:26 AM	266	443	528	742	564	462	385	225	3,615	8:26 AM	11.1	14.3	17.6	23.9	18.2	15.4	12.4	9.0	15.5
9:01 AM	307	373	578	870	598	578	519	397	4,220	9:01 AM	12.8	12.0	19.3	28.1	19.3	19.3	16.7	15.9	18.1
9:31 AM	195	279	443	625	486	354	229	203	2,814	9:31 AM	8.1	9.0	14.8	20.2	15.7	11.8	7.4	8.1	12.1
10:01 AM	157	230	491	695	588	401	285	213	3,060	10:01 AM	6.5	7.4	16.4	22.4	19.0	13.4	9.2	8.5	13.1
10:31 AM	229	319	406	508	469	357	273	241	2,802	10:31 AM	9.5	10.3	13.5	16.4	15.1	11.9	8.8	9.6	12.0
11:01 AM	219	285	470	591	564	417	280	234	3,060	11:01 AM	9.1	9.2	15.7	19.1	18.2	13.9	9.0	9.4	13.1
11:36 AM	236	378	591	811	535	469	296	313	3,629	11:36 AM	9.8	12.2	19.7	26.2	17.3	15.6	9.5	12.5	15.6
12:06 PM	261	304	435	526	357	305	278	206	2,672	12:06 PM	10.9	9.8	14.5	17.0	11.5	10.2	9.0	8.2	11.5
12:36 PM	267	374	838	730	647	449	321	277	3,903	12:36 PM	11.1	12.1	27.9	23.5	20.9	15.0	10.4	11.1	16.8
1:06 PM	212	373	522	515	434	364	297	263	2,980	1:06 PM	8.8	12.0	17.4	16.6	14.0	12.1	9.6	10.5	12.8
1:41 PM	273	374	628	856	689	574	475	336	4,205	1:41 PM	11.4	12.1	20.9	27.6	22.2	19.1	15.3	13.4	18.0
2:11 PM	342	463	736	770	780	515	518	336	4,460	2:11 PM	14.3	14.9	24.5	24.8	25.2	17.2	16.7	13.4	19.1
2:41 PM	388	493	712	840	646	570	539	469	4,657	2:41 PM	16.2	15.9	23.7	27.1	20.8	19.0	17.4	18.8	20.0
3:11 PM	336	440	583	611	628	579	514	323	4,014	3:11 PM	14.0	14.2	19.4	19.7	20.3	19.3	16.6	12.9	17.2
3:46 PM	529	674	606	779	809	792	788	518	5,495	3:46 PM	22.0	21.7	20.2	25.1	26.1	26.4	25.4	20.7	23.6
4:16 PM	377	460	664	777	680	534	507	347	4,346	4:16 PM	15.7	14.8	22.1	25.1	21.9	17.8	16.4	13.9	18.7
4:46 PM	248	403	527	781	561	527	438	404	3,889	4:46 PM	10.3	13.0	17.6	25.2	18.1	17.6	14.1	16.2	16.7
5:16 PM	294	428	456	553	497	508	407	319	3,462	5:16 PM	12.3	13.8	15.2	17.8	16.0	16.9	13.1	12.8	14.9
5:46 PM	257	336	360	458	389	413	394	225	2,832	5:46 PM	10.7	10.8	12.0	14.8	12.5	13.8	12.7	9.0	12.2
6:16 PM	241	272	351	505	546	462	327	197	2,901	6:16 PM	10.0	8.8	11.7	16.3	17.6	15.4	10.5	7.9	12.5
6:51 PM	186	225	390	428	476	343	323	187	2,558	6:51 PM	7.8	7.3	13.0	13.8	15.4	11.4	10.4	7.5	11.0
7:21 PM	154	210	292	449	440	307	216	113	2,181	7:21 PM	6.4	6.8	9.7	14.5	14.2	10.2	7.0	4.5	9.4
7:51 PM	152	251	294	383	314	263	212	94	1,963	7:51 PM	6.3	8.1	9.8	12.4	10.1	8.8	6.8	3.8	8.4
8:21 PM	113	227	270	381	393	299	267	104	2,054	8:21 PM	4.7	7.3	9.0	12.3	12.7	10.0	8.6	4.2	8.8
8:56 PM	110	204	242	276	286	187	164	73	1,542	8:56 PM	4.6	6.6	8.1	8.9	9.2	6.2	5.3	2.9	6.6
9:26 PM	72	146	155	254	196	158	135	84	1,200	9:26 PM	3.0	4.7	5.2	8.2	6.3	5.3	4.4	3.4	5.2
9:56 PM	55	117	144	278	166	131	100	85	1,076	9:56 PM	2.3	3.8	4.8	9.0	5.4	4.4	3.2	3.4	4.6
Total	8,215	11,779	16,175	20,669	18,013	14,745	12,120	8,708	110,424	Total	10.4	11.5	16.3	20.2	17.6	14.9	11.8	10.6	14.4

Southbound										Southbound									
Departing Mt. CB	April	May	June	July	Aug	Sept	Oct	Nov	Total	Departing Mt. CB	April	May	June	July	Aug	Sept	Oct	Nov	Total
6:40 AM	118	106	176	187	176	171	151	93	1,178	6:40 AM	4.9	3.4	5.9	6.0	5.7	5.7	4.9	3.7	5.1
7:10 AM	202	230	146	186	231	305	267	161	1,728	7:10 AM	8.4	7.4	4.9	6.0	7.5	10.2	8.6	6.4	7.4
7:40 AM	185	231	229	294	235	225	238	164	1,801	7:40 AM	7.7	7.5	7.6	9.5	7.6	7.5	7.7	6.6	7.7
8:15 AM	125	161	161	209	214	176	128	107	1,281	8:15 AM	5.2	5.2	5.4	6.7	6.9	5.9	4.1	4.3	5.5
8:45 AM	127	144	184	174	139	129	130	92	1,119	8:45 AM	5.3	4.6	6.1	5.6	4.5	4.3	4.2	3.7	4.8
9:15 AM	89	112	116	170	129	137	121	99	973	9:15 AM	3.7	3.6	3.9	5.5	4.2	4.6	3.9	4.0	4.2
9:45 AM	102	115	166	178	198	128	103	106	1,096	9:45 AM	4.3	3.7	5.5	5.7	6.4	4.3	3.3	4.2	4.7
10:20 AM	104	142	190	328	238	180	147	121	1,450	10:20 AM	4.3	4.6	6.3	10.6	7.7	6.0	4.7	4.8	6.2
10:50 AM	141	135	216	204	237	165	141	149	1,388	10:50 AM	5.9	4.4	7.2	6.6	7.6	5.5	4.5	6.0	6.0
11:20 AM	134	150	195	268	191	186	177	130	1,431	11:20 AM	5.6	4.8	6.5	8.6	6.2	6.2	5.7	5.2	6.1
11:50 AM	144	182	243	332	234	179	159	158	1,631	11:50 AM	6.0	5.9	8.1	10.7	7.5	6.0	5.1	6.3	7.0
12:20 PM	166	182	273	404	260	197	221	182	1,885	12:20 PM	6.9	5.9	9.1	13.0	8.4	6.6	7.1	7.3	8.1
12:55 PM	205	208	315	358	372	257	263	224	2,202	12:55 PM	8.5	6.7	10.5	11.5	12.0	8.6	8.5	9.0	9.5
1:25 PM	156	205	268	408	337	228	240	155	1,997	1:25 PM	6.5	6.6	8.9	13.2	10.9	7.6	7.7	6.2	8.6
1:55 PM	226	359	290	343	404	351	350	266	2,589	1:55 PM	9.4	11.6	9.7	11.1	13.0	11.7	11.3	10.6	11.1
2:25 PM	223	296	382	425	477	335	278	214	2,630	2:25 PM	9.3	9.5	12.7	13.7	15.4	11.2	9.0	8.6	11.3
3:00 PM	259	323	469	623	527	411	385	319	3,316	3:00 PM	10.8	10.4	15.6	20.1	17.0	13.7	12.4	12.8	14.2
3:30 PM	268	354	415	560	537	358	392	300	3,184	3:30 PM	11.2	11.4	13.8	18.1	17.3	11.9	12.6	12.0	13.7
4:00 PM	538	911	691	755	821	958	784	621	6,079	4:00 PM	22.4	29.4	23.0	24.4	26.5	31.9	25.3	24.8	26.1
4:30 PM	470	625	816	930	809	737	550	423	5,360	4:30 PM	19.6	20.2	27.2	30.0	26.1	24.6	17.7	16.9	23.0
5:05 PM	401	566	801	1,250	1045	971	665	589	6,288	5:05 PM	16.7	18.3	26.7	40.3	33.7	32.4	21.5	23.6	27.0
5:35 PM	231	388	542	697	650	466	452	260	3,686	5:35 PM	9.6	12.5	18.1	22.5	21.0	15.5	14.6	10.4	15.8
6:05 PM	244	361	479	507	427	398	291	190	2,897	6:05 PM	10.2	11.6	16.0	16.4	13.8	13.3	9.4	7.6	12.4
6:35 PM	141	263	351	484	335	332	256	157	2,319	6:35 PM	5.9	8.5	11.7	15.6	10.8	11.1	8.3	6.3	10.0
7:05 PM	117	207	317	374</															

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															
2025	Passengers Carried	1-Way Bus Trips	RNG Used (GGE)	Diesel Used (gallons)											
January	44,091	2,470	16,922	1,450	126,869	569,944	443,075	10.049	82	8,593	8,511	0.193	33,628	0.763	
February	41,696	2,248	15,344	1,585	117,784	538,985	421,201	10.102	87	8,127	8,040	0.193	30,491	0.731	
March	44,162	2,502	16,226	1,859	126,416	570,862	444,446	10.064	100	8,607	8,507	0.193	32,244	0.730	
April	21,731	2,061	15,248	815	109,315	280,907	171,592	7.896	52	4,235	4,183	0.193	30,300	1.394	
May	20,233	2,037	12,105	2,453	105,164	261,543	156,379	7.729	122	3,943	3,821	0.189	24,055	1.189	
June	27,716	1,976	12,274	2,695	108,751	358,272	249,521	9.003	133	5,402	5,269	0.190	24,391	0.880	
July	36,041	2,035	11,956	3,297	112,764	465,886	353,122	9.798	159	7,024	6,865	0.190	23,758	0.659	
August	31,621	2,043	11,791	3,598	114,738	408,750	294,012	9.298	173	6,163	5,990	0.189	23,431	0.741	
September	26,047	1,964	12,387	2,678	109,326	336,698	227,372	8.729	132	5,077	4,944	0.190	24,615	0.945	
October	21,022	2,034	14,010	1,416	107,232	271,742	164,510	7.826	78	4,097	4,020	0.191	27,841	1.324	
November	19,273	2,041	-	1,497	15,239	249,133	233,894	12.136	67	3,756	3,690	0.191	-	-	
December															
Total	333,633	23,411	138,262	23,341	1,153,598	4,312,722	3,159,124	9.469	1,184	65,025	63,841	0.191	274,754	0.824	

Automobile emissions vs. GVRTA bus emissions:

3.81 automobile trips create the same amount of CO2 as the average GVRTA bus trip.
 One car trip creates the same amount of NOx as 3.86 average GVRTA bus trips.
 The RTA averaged 14.3 passengers per bus in this time period.

Notes for Calculations:

Each one way trip by bus creates approximately 49.276 Kg of CO2 emissions and 0.0506 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.

2025 Miles per Bus:

Miles / Bus 2025	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		Total Bus Miles (odom.)	Total Revenue Miles
Bus #	#504	#505	#506	#503	#502	#501	#500	#507	#508	#509	AEX Buses		
January	6,942	735	8,824	7,778	7,892	8,508	7,581	7,773	8,047	9,034	10,439	83,553	82,367
February	9,147	0	9,044	7,655	8,952	9,263	2,662	7,641	9,503	9,312	3,135	76,314	75,335
March	11,413	148	3,890	7,799	11,170	9,860	5,524	10,395	9,758	9,324	5,508	84,789	83,650
April	2,527	1,883	2,002	7,576	9,791	9,364	-	9,033	10,072	8,348	9,345	69,941	68,891
May	6,167	10,703	8,691	7,412	9,400	7,011	-	9,302	224	9,301	1,203	69,414	67,430
June	8,095	7,688	7,764	9,072	5,547	7,747	-	6,001	7,694	7,449	-	67,057	66,400
July	9,461	9,854	5,189	7,575	7,657	8,123	-	5,901	7,309	7,951	67	69,087	68,195
August	10,895	10,667	10,925	5,239	604	7,413	-	10,848	3,288	8,758	33	68,670	67,926
September	2,845	11,617	10,911	4,743	9,094	5,631	-	9,512	4,861	10,655	1,937	71,806	65,411
October	2,639	5,485	8,715	1,813	10,261	-	10,825	5,214	9,762	10,181	2,864	67,759	66,524
November	9,793	252	8,613	8,716	8,199	-	9,711	5,139	7,218	7,929	1,020	66,590	65,103
December												-	
Total	79,924	59,032	84,568	75,378	88,567	72,920	36,303	86,759	77,736	98,242	35,551	794,980	777,232
Year Purch.	2016	2016	2017	2018	2019	2019	2020	2021	2023	2023			
Cur. Odom.	724,761	686,761	577,969	533,491	546,761	549,865	409,267	359,259	240,200	257,998			

2025 Repairs per Bus:

Repairs / Bus 2025	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	\$ 2,619	\$ 1,982	\$ 1,795	\$ 2,568	\$ 1,598	\$ 858	\$ 296	\$ 1,226	\$ 812	\$ 702	\$ 14,700	\$ 29,156
February	\$ 2,615	\$ -	\$ 622	\$ 741	\$ 1,520	\$ 1,131	\$ 968	\$ 819	\$ 741	\$ 429	\$ 21,519	\$ 31,105
March	\$ 2,117	\$ 1,113	\$ 1,840	\$ 468	\$ 804	\$ 650	\$ 5,296	\$ -	\$ -	\$ 2,718	\$ 28,179	\$ 43,185
April	\$ 5,690	\$ 9,744	\$ 4,618	\$ 32,429	\$ 1,813	\$ 897	\$ 5,830	\$ 1,629	\$ 858	\$ 5,044	\$ 8,713	\$ 77,265
May	\$ 5,517	\$ 479	\$ 1,049	\$ 4,652	\$ 1,832	\$ 7,833	\$ 230	\$ 283	\$ 2,261	\$ 620	\$ 14,643	\$ 39,399
June	\$ 1,566	\$ 2,559	\$ 526	\$ 721	\$ 2,089	\$ 1,352	\$ -	\$ 1,667	\$ 991	\$ 954	\$ 31,257	\$ 43,682
July	\$ 1,364	\$ 156	\$ 2,046	\$ 3,887	\$ 429	\$ 2,318	\$ -	\$ 4,143	\$ 351	\$ 2,924	\$ 53,774	\$ 71,392
August	\$ 69	\$ 1,248	\$ 156	\$ 468	\$ 11,169	\$ 1,434	\$ -	\$ -	\$ 677	\$ 1,859	\$ 25,603	\$ 42,683
September	\$ 4,787	\$ -	\$ 465	\$ 2,240	\$ -	\$ 3,923	\$ 54,466	\$ 588	\$ 1,602	\$ -	\$ 12,849	\$ 80,920
October	\$ 2,543	\$ 2,735	\$ 78	\$ 404	\$ 312	\$ 1,889	\$ 1,014	\$ 1,031	\$ 1,014	\$ 1,637	\$ 9,836	\$ 22,493
November	\$ 2,157	\$ 103	\$ 1,259	\$ 1,353	\$ 791	\$ 8,582	\$ 664	\$ 2,443	\$ 5,648		\$ 2,222	\$ 25,222
December											\$ -	
Total	\$ 31,044	\$ 20,119	\$ 14,454	\$ 49,931	\$ 22,357	\$ 30,867	\$ 68,764	\$ 13,829	\$ 14,955	\$ 16,887	\$ 223,295	\$ 506,502

Senior Transportation Report

Ridership on the RTA Funded Senior Services - 2025										
Month	Gunnison Riders	CB Riders	Total Riders	Gunnison Miles	CB Miles	Total Miles	Gunnison Invoices	CB Invoices	Total Invoices	
January	1,000	182	1,182	3,017	4,082	7,099	\$ 24,036	\$ 9,504	\$ 33,540	
February	997	180	1,177	2,986	3,450	6,436	\$ 24,035	\$ 8,614	\$ 32,649	
March	1,042	208	1,250	3,467	4,621	8,088	\$ 24,323	\$ 10,579	\$ 34,902	
April	1,004	196	1,200	2,990	4,945	7,935	\$ 25,529	\$ 9,851	\$ 35,380	
May	929	233	1,162	2,826	5,106	7,932	\$ 27,196	\$ 9,981	\$ 37,177	
June	902	279	1,181	3,028	4,179	7,207	\$ 25,846	\$ 8,894	\$ 34,740	
July	992	284	1,276	4,144	4,120	8,264	\$ 28,771	\$ 11,379	\$ 40,150	
August	890	270	1,160	3,495	4,760	8,255	\$ 27,531	\$ 10,198	\$ 37,729	
September	853	388	1,241	2,723	6,744	9,467	\$ 23,928	\$ 14,188	\$ 38,116	
October	1,029	296	1,325	3,136	6,763	9,899	\$ 28,729	\$ 16,211	\$ 44,940	
November										
December										
Total	9,638	2,516	12,154	31,812	48,770	80,582	\$ 259,924	\$ 109,399	\$ 369,323	



Executive Director's Report

December 12, 2025 Board Meeting Packet

Bus Operations Report:

- Our new contract with Destination Systems started on November 1st and the winter schedule began on November 26th.
- Ridership in October was down 8.6% from last year and November was down 13.5%.
- Year to date ridership is down 5%.
- For the Spring/Summer/Fall schedule, we completed 99.5% of our trips and the on-time performance was excellent with over 90% of trips within 5 minutes of schedule and over 97% within ten minutes.
- We recently had two small fender-benders with no significant damages to the coaches.
- The CNG fueling station has been equipped with a heating blanket over the equipment to prevent the freezing which it has been subject to in the past. I want to thank Mike for his work to make that happen... hopefully this will resolve these issues and make this winter much easier for everyone.
- Our CNG provider now has a technician based in Denver who can respond much quicker than the tech that was based in Salt Lake City in the event that we do still need technical assistance at the station. This has proven to be very helpful already.
- Our first coach delivery should occur before the board meeting. This is the bus we are purchasing with local funding. We will get this in service as soon as we have inspected it and ensured that it is consistent with our expectations.
- The next four coaches will be arriving during the second half of December. These are all grant funded coaches and we will need to inspect them before we take possession. We will wait until January to take possession and these expenses (and grant revenues) will be accrued in the 2026 budget.
- In addition to the tariffs that we have already paid for the components of the five new coaches we have ordered, on November 1st the federal government implemented new tariffs on imported buses. At this time, it is not clear if these new tariffs will impact the cost of our coaches. I will let you know when/if I hear more.
- We are also purchasing training for Destination Systems' employees on how to operate and maintain these new coaches.

Grant updates:

- Since our last meeting, we were awarded \$768,557 in FTA Section 5339(b) grant funding to replace coach #506. I have forwarded all of our information regarding this award to CDOT and this grant will be contracted in 2026 and the coach should arrive in 2027.

- We have submitted our application for a replacement coach in CDOT's Capital Call for Projects to replace coach #503 with FTA Section 5339(a) grant funding. We should hear back on this application sometime this spring.
- I have approved our scope of work for the \$378,019 in 2026 Section 5311 operating grant funds and should receive the grant contract for these funds shortly.
- We are also awaiting a grant contract for the CTE funds of \$731k for the coaches which should cover approximately 72% of the cost of purchasing the three new smaller buses in 2026.
- Lastly, we are waiting to hear about our application for two more expansion coaches from FY2026 Congressionally Directed Spending. I'm told that our project remains in the draft spending bill that Congress may consider in January. This grant would be awarded if it is included in a final federal budget bill for spending FY2026 funds.

Other Items:

- September sales tax was up 2% compared to last year.
- Year-to-date sales tax revenues are up 4.9% vs last year and 1.9% above budget.
- Lastly, at our November meeting, you asked for a description of all of the different grant funding sources that the RTA receives and I have included a comprehensive list on the next pages.



Types of grants awarded to the GVRTA since 2020

The Gunnison Valley RTA receives grants almost every year. These grants are typically funded with either State or Federal funds. All of the grants (even the federal ones) are contracted through CDOT.

Below is a list of the types of grants we have been awarded since 2020 totaling over \$14.3 million.

FTA Section 5311 Federal Operating Grants. These grants are for operation of our transit services and require a 50% local match. In 2024, we received an expansion of this grant due to the fact that we had expanded our service and applied for additional funds. These additional funds rolled over to future years.

2020	\$233,191
2021	\$242,618
2022	\$356,863
2023	\$242,618
2024	\$359,502
2025	\$367,008
2026	\$378,019

One Time Grants resulting from the pandemic.

2020 FTA CARES ACT Phase I	\$236,228
2020 FTA CARES ACT Phase II	\$178,207
2021 FTA CRRSAA Stimulus Funds	\$897,944

FTA Section 5339(a) Bus and Bus Facilities Grants. These are grants that cover up to 80% of the cost of our buses and require a 20% local match. Funds are dispersed to the states through a formula and the state awards them through a competitive grant process.

2020	\$440,240 (purchased one CNG bus)
2024	\$1,426,924 (purchasing 2 diesel buses – arriving in 2026)

FTA Section 5339(b) Bus and Bus Facilities Grants. These are competitive grants that we apply directly to the FTA for and they can cover up to 85% of the cost of the buses. These typically require 15% - 20% local match and are contracted through CDOT.

2024	\$1,516,108 (purchasing 2 diesel buses – arriving in 2026)
2025	\$ 768,557 (purchase one diesel bus – planned arrival in 2027)

Congressionally Directed Spending Grants. These grants are included by Congress in the budget bill. They are distributed through the FTA 5339 grant program.

2023	\$1,460,000 (purchased two CNG buses)
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State VW Settlement Funds. These funds were awarded to the states to distribute after a settlement with Volkswagen regarding emissions.

2020 \$183,700 (paid for the additional cost to purchase a CNG vehicle vs. diesel)

State FASTER Grant Funds. These funds were split between local transit grants and statewide projects. They were awarded through a competitive process.

2021 \$604,800 (purchased one CNG bus)

Senate Bill 267 State Grant Funds. These funds are part of a larger transportation funding source for Colorado and requires that 10% of the funds generated be used to support transit.

2021 \$800,000 (for the Whetstone Bus Storage Facility)

2022 \$900,000 (for the Whetstone Bus Storage Facility)

2023 \$500,000 (for the Whetstone Bus Storage Facility)

2025 \$1,000,000 (for the Gunnison Enhanced Bus Stop Facility)

Senate Bill 230 CTE Expansion Grants. These grants are for expansion of service and are formula funds awarded from state oil and gas revenues.

2026 \$739,000 (for the purchase of three small buses)

Small Community Air Service Development (SCASD) Grants. These funds are funded by the USDOT and are designed to help small communities address air service and airfare issues.

2022 \$600,000 (initially for summer DFW service and currently asking for amendment)



MEMO

December 12, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: Facility at 301 W. Tomichi Avenue

Board Members,

We now have a fully executed contract with CDOT for the \$1M grant funding from the State of Colorado for this facility and the project is up and running in CDOT's web portal. Since the last meeting, I've completed an independent cost estimate (ICE) for the Architectural and Engineering portion of the project and our project manager at CDOT has approved it.

I will be submitting the ICE along with our RFQ for approval before the board meeting and hope to soon have approval from CDOT for our procurement process.

Since we are bumping up against the holidays, I am planning to hold off on issuing the RFQ until January 2nd. If all goes as planned, this will allow us to choose a contractor at the February 20th meeting and begin design work in early March.

Please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director



MEMO

December 12, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

**Re: Update on contract with CDOT for second daily Bustang
Outrider service between Crested Butte and Denver**

Board Members,

As you know, CDOT has proposed that the RTA and Chaffee County each contribute \$143,085 to cover 50% of the losses for the second trip between Crested Butte and Denver.

Since our last meeting, we've spoken to representatives from Chaffee County again about this request and it is unlikely that they will be able to fund it in their 2026 budget, but they may be able to in the future. Chaffee County Administrator Beth Helmke is planning to attend our meeting to answer any questions you may have.

Per your request, I did ask CDOT what would happen if we were only able to come up with partial funding, but at this point, that is unknown.

Since the increase in the service to two trips per day, there has only been one instance of overcrowding on the bus, so that problem has been almost completely solved. CDOT also reports that they plan to have a reservation system for the route within a year or so.

We have budgeted the \$143k in the 2026 budget and since this service is important to our community, the staff recommendation is to contribute the requested \$143k for this service regardless of whether or not Chaffee County is able to match our funding and if the Board agrees, I request a motion to authorize the Board Chair to enter into a contract with CDOT to do support the second daily bus to Denver.

Please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director



GVRTA – 2025 Revised Budget

For Adoption 12-12-2025


The Proposed 2025 Revised Budget is on the following pages.

Due to the moving of grants and their related expenditures between calendar years and some other smaller changes, the County Finance Department has recommended that we revise our budget this year.

The major changes include:

- Adjusting revenues to reflect the latest data.
- Increasing legal services due to hiring of outside council.
- Officially moving the Bus Ops Manager position into the 5311 Grant category.
- Moving grant revenues and expenditures to next year for:
 - Purchase of two buses;
 - Construction of the facility on Tomichi Ave.
- Reducing the cost of the airline guarantees due to actual costs being lower than the maximum of the MRG contract.
- Adjusting the costs in the senior transportation fund to reflect projections.

If there are no changes from the Board, the staff requests a motion to adopt the GVRTA Revised 2025 Budget as presented below and on the next three pages.

<div>  <div> Gunnison Valley Transportation Authority 2025 Revised Budget For Adoption on December 12, 2025 </div> </div>			
Gunnison Valley Transportation Authority 2026 Budget	2025 Original Budget	2025 Revised Budget	Revisions
Sales Tax Revenues	\$ 6,289,000	\$ 6,386,319	\$ 97,319
Sales Tax to General Fund	\$ 4,593,000	\$ 4,865,300	\$ 272,300
Sales Tax to Capital Fund	\$ 500,000	\$ 500,000	\$ -
Sales Tax to Air Command Fund	\$ 750,000	\$ 575,000	\$ (175,000)
Sales Tax to Senior Transportation Fund	\$ 446,000	\$ 446,000	\$ -
	\$ 6,289,000	\$ 6,386,319	\$ 97,319

GVRTA General Fund 2026 Budget	2025 Original Budget	2025 Revised Budget	Revisions
Beginning General Fund Balance	\$ 2,209,167	\$ 2,423,691	\$ 214,524
Revenues:			
Sales Tax Revenues	\$ 4,593,000	\$ 4,865,300	\$ 272,300
Sales Tax - Clerk	\$ 37,000	\$ 37,000	\$ -
Interest Charges	\$ 1,000	\$ 1,000	\$ -
Other Fines	\$ 1,000	\$ 1,000	\$ -
Rental Income - West Evans Maintenance Facility	\$ 26,400	\$ 26,400	\$ -
Rental Income - Solstice and Lazy K Housing Units	\$ 70,600	\$ 93,000	\$ 22,400
Earnings on Investments	\$ 80,000	\$ 180,000	\$ 100,000
CTE A&O & C Clean Transit Enterprise Service Expansion Op. Grant			\$ -
5311 A & O FTA 5311Admin. & Operating Grants G-1042	\$ 367,000	\$ 367,000	\$ -
Total Revenues	\$ 5,176,000	\$ 5,570,700	\$ 394,700
Expenditures:			
Postage	\$ 100	\$ 100	\$ -
Equipment Under \$4,000	\$ 4,000	\$ 4,000	\$ -
Building Repair and Maintenance	\$ 30,000	\$ 30,000	\$ -
Travel - Transportation	\$ 4,000	\$ 4,000	\$ -
Travel - Meals	\$ 3,000	\$ 3,000	\$ -
Travel - Lodging	\$ 3,000	\$ 3,000	\$ -
Legal Services	\$ 8,000	\$ 30,000	\$ 22,000
Contracted Temporary Help - Marcy & RAE	\$ 58,000	\$ 9,000	\$ (49,000)
Contract Svcs - Morrison, Swiftly, etc.	\$ 160,000	\$ 87,000	\$ (73,000)
Management Services - TMS	\$ 101,238	\$ 101,238	\$ -
Meetings - Registrations	\$ 2,000	\$ 2,000	\$ -
State Fees	\$ 30,000	\$ 30,000	\$ -
Treasurer's Fees	\$ 77,000	\$ 77,000	\$ -
Late Night Taxi & Bustang Services	\$ 100,000	\$ 100,000	\$ -
Advertising, Notices, Public Outreach & Website	\$ 18,000	\$ 18,000	\$ -
Dues & Memberships (CASTA & POA Memberships)	\$ 25,000	\$ 25,000	\$ -
Auditing	\$ 13,500	\$ 13,500	\$ -
Insurance & Bonds	\$ 22,000	\$ 22,000	\$ -
Utilities	\$ 10,000	\$ 10,000	\$ -
Investment Commissions/Fees	\$ 100	\$ 100	\$ -
Transfer to County General Fund	\$ 14,000	\$ 14,000	\$ -
5311 - A Management Services - TMS	\$ 101,238	\$ 101,238	\$ -
5311 - A Bus Operations Manager - Ecovatus	\$ -	\$ 78,000	\$ 78,000
5311 - O Diesel Fuel	\$ 120,000	\$ 120,000	\$ -
5311 - O CNG Fuel	\$ 400,000	\$ 400,000	\$ -
5311 - O Repair & Maintenance - Vehicles	\$ 640,000	\$ 640,000	\$ -
5311 - O Purchased Transportation Services	\$ 3,200,000	\$ 3,200,000	\$ -
Total Expenditures	\$ 5,144,176	\$ 5,122,176	\$ (22,000)
Ending General Fund Balance	\$ 2,240,991	\$ 2,872,215	\$ 631,224

GVRTA Capital Reserve Fund 2026 Budget	2025 Original Budget	2025 Revised Budget	Revisions
Beginning Fund Balance	\$ 727,970	\$ 728,893	\$ 923
Revenues:			
5339 - C Federal Section 5339(a) CCCP G-1046			\$ -
Federal Section 5339(b) Disc. G-1047	\$ 1,516,108	\$ -	\$ (1,516,108)
State SB267 Grant for Facility G-3587	\$ 1,000,000	\$ -	\$ (1,000,000)
CTE Grants for expansion of service G-1045			\$ -
Sales Tax Revenues	\$ 500,000	\$ 500,000	\$ -
Capital Fund Revenues	\$ 3,016,108	\$ 500,000	\$ (2,516,108)
Expenditures:			
5339 - C Bus Purchases - G1046	\$ 1,783,667	\$ -	\$ (1,783,667)
Bus Purchases - G-1047			\$ -
CTE - C Expansion Grant (purchase of three small buses) G-1045			\$ -
Bus Purchases (local)	\$ 891,833	\$ 891,833	\$ -
SB-267 Facility Purchases / Design / Construction G-3587	\$ 1,000,000	\$ -	\$ (1,000,000)
Housing/Land Purchases	\$ -	\$ 2,131	\$ 2,131
Capital Improvements	\$ -	\$ -	\$ -
Capital Fund Expenditures	\$ 3,675,500	\$ 893,964	\$ (2,781,536)
Ending Fund Balance	\$ 68,578	\$ 334,929	\$ 266,351
GVRTA Air Command Fund 2026 Budget	2025 Original Budget	2025 Revised Budget	Revisions
Beginning Fund Balance	\$ 1,980,944	\$ 1,981,155	\$ 211
Revenues:			
Sales Tax Revenues	\$ 750,000	\$ 575,000	\$ (175,000)
SCASD Grant (possible \$154,002 - goes to county)	\$ -	\$ -	\$ -
RTA Air Command Fund Revenues	\$ 750,000	\$ 575,000	\$ (175,000)
Expenditures:			
Airline Guarantees - Winter (IAH)	\$ 582,206	\$ 405,898	\$ (176,308)
Professional Services - Tomcich	\$ 106,000	\$ 106,000	\$ -
Airline Mechanic Subsidy to Gunnison County	\$ 50,000	\$ 54,000	\$ 4,000
Airline Guarantees - ORD (possible change to \$154,002 if 50%)	\$ -	\$ -	\$ -
RTA Air Command Fund Expenditures	\$ 738,206	\$ 565,898	\$ (172,308)
Ending Fund Balance	\$ 1,992,738	\$ 1,990,257	\$ (2,481)
GVRTA Senior Transportation Fund 2026 Budget	2025 Original Budget	2025 Revised Budget	Revisions
Beginning Fund Balance	\$ 356,611	\$ 397,246	\$ 40,635
Revenues:			
Sales Tax Revenues	\$ 446,000	\$ 446,000	\$ -
Senior Transportation Fund Revenues	\$ 446,000	\$ 446,000	\$ -
Expenditures:			
Capital Expenses	\$ -	\$ 23,000	\$ 23,000
Contracted Services	\$ 420,000	\$ 435,000	\$ 15,000
Senior Transportation Fund Expenditures	\$ 420,000	\$ 458,000	\$ 38,000
Ending Fund Balance	\$ 382,611	\$ 385,246	\$ 2,635

GVRTA Total Revenues and Expenditures 2026 Budget			
	2025 Original Budget	2025 Revised Budget	Revisions
Beginning Fund Balance	\$ 5,274,692	\$ 5,530,985	\$ 256,293
Revenues:	\$ 9,388,108	\$ 7,091,700	\$ (2,296,408)
Expenditures:	\$ 9,977,882	\$ 7,040,038	\$ (2,937,844)
Ending Fund Balance	\$ 4,684,918	\$ 5,582,647	\$ 897,729
GVRTA Summary of all Funds 2026 Budget Fund Balances			
	Year End Original Budget	Year End Revised Budget	Revisions
Unrestricted General Fund Balance	\$ 2,240,991	\$ 2,872,215	\$ 631,224
Capital Reserve Fund Balance	\$ 68,578	\$ 334,929	\$ 266,351
Air Command Fund Balance	\$ 1,992,738	\$ 1,990,257	\$ (2,481)
Senior Transportation Fund Balance	\$ 382,611	\$ 385,246	\$ 2,635
Total Fund Balance	\$ 4,684,918	\$ 5,582,647	\$ 897,729

Proposed 2026 GVRTA Board of Directors Meeting Dates:

Meeting Dates - Gunnison Valley RTA Board of Directors		
January 9, 2026	8:00 AM	Gunnison County Courthouse - Commisioners' Room
February 20, 2026	8:00 AM	Mt. Crested Butte Town Offices - Council Room
April 3, 2026*	8:00 AM	Gunnison County Courthouse - Commisioners' Room
May 22, 2026	8:00 AM	Crested Butte Town Offices - Council Room
June 26, 2026	8:00 AM	Gunnison County Courthouse - Commisioners' Room
August 14, 2026	8:00 AM	Mt. Crested Butte Town Offices - Council Room
September 25, 2026	8:00 AM	Gunnison County Courthouse - Commisioners' Room
November 6, 2026	8:00 AM	Crested Butte Town Offices - Council Room
December 11, 2026	8:00 AM	Gunnison County Courthouse - Commisioners' Room

*** The April meeting will be followed by an all-day retreat of the Board of Directors.**
(Morning Air Service Discussion and Afternoon Organizational Discussion)

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, 2025, 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, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, 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, 2026 and shall terminate on December 31, 2026 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 Thirty Thousand Dollars and No/100 U. S. Dollars (\$330,000.00). 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 Seventy Nine Thousand and No/100 U.S. Dollars (\$479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred

Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars (\$1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars (\$479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars (\$1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars (\$479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars (\$1,350,350.00) for 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: Shandy Kibler, 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: _____
Board Chair

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

By: _____
Shandy Kibler, 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 \$330,000.00 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, 2025 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, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, 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, 2026 and shall terminate on December 31, 2026, 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 Thirty Thousand Dollars and No/100 U. S. Dollars (\$130,000.00). 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 Seventy Nine Thousand and No/100 U.S. Dollars (\$479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars (\$1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars (\$479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars (\$1,350,350.00) 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 Seventy Nine Thousand and No/100 U.S. Dollars (\$479,000.00) for injury to one person in any single occurrence; and no less than One Million Three Hundred Fifty Thousand Three Hundred Fifty and No/100 U.S. Dollars (\$1,350,350.00) for 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: _____
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 \$130,000 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.



MEMO

December 12, 2025 Board Meeting Packet

To: GVRTA Board of Directors

From Scott Truex, Executive Director

Re: Amendments to the GVRTA Bylaws

Board Members,

I'm happy to report that, after a process that started last May, we are now operating under the revised and amended Intergovernmental Agreement, which means that we are now able to amend our Bylaws.

I've included a redline version and a clean version of the amended bylaws in your packet.

As we have discussed, the redline version includes the following changes from our current bylaws:

- Removing Alternate Directors.
- Removing the requirement for annual reports to the jurisdictions and changing it to as requested.
- Redefining the role of Chair to match the IGA and adds an allowance permitting the chair to cancel unnecessary meetings.
- Removing the requirement for meetings to be held on the 2nd Friday of the month.
- Allowing for meetings to take place in Mt. CB.
- Allowing for actions to be taken by a majority of the Directors "eligible to vote".
- Changing from Robert's Rules of Order to Bob's Rules of Order.
- Updating the recommended agenda.
- Changing the timing requirements for Board Packet materials.
- Clarifying how an agenda may be amended.

I look forward to our discussions on Friday – in the meantime, please let me know if you have any questions.

Thank you,
Scott Truex
Executive Director

GUNNISON VALLEY TRANSPORTATION AUTHORITY
GUNNISON COUNTY, COLORADO
ORGANIZATION AL AND PROCEDURAL RULES GUIDELINES

Section 1: Organization

~~This organization is the~~ The Gunnison Valley Transportation Authority for the County of Gunnison, Colorado, ~~was. It is~~ created to administer and govern the Transportation Fund established by the passage of County Issue IA on November 5, 2002, ~~and subsequent ballot issues.~~ The Board ~~will be is~~ specifically guided by ~~the~~ ballot language which is incorporated into these Organizational and Procedural Guidelines Rules as Appendix I, and the Gunnison Valley Transportation Authority Intergovernmental Agreement dated August 20, 2002, and as such may be amended.

This organization is ~~being~~ referred to herein as “the Gunnison Valley Transportation Authority,” or “GVTA”.

Section II: Membership and Responsibilities

1. The Gunnison Valley Transportation Authority Board shall be comprised of eight regular members appointed as follows: ~~t~~Two appointed by the Board of County Commissioners, two appointed by the Gunnison City Council, two appointed by the Town Council of Crested Butte and two appointed by the Town Council of Mt. Crested Butte. ~~Each appointing jurisdiction may appoint one or more alternates to the Gunnison Valley Transportation Authority Board.~~ Each member ~~and alternate~~ must be an elected official of the appointing jurisdiction governing board, ~~therefore they and~~ shall serve as long as they remain on the ~~g~~Governing- ~~b~~Board or ~~if-until~~ the appointing jurisdiction decides it is in their best interest to make a different appointment. ~~The alternates may only vote on issues if the member is absent or has been declared to have a conflict.~~
2. A vacancy created by the resignation or termination of a member’s term is filled by appointment by the appropriate appointing-member body.
3. A ~~Gunnison Valley Transportation Authority~~ GVTA Board member can be removed, with or without cause, by their ~~ir appropriate appointing-member~~ jurisdiction.
4. A ~~Gunnison Valley Transportation Authority~~ GVTA Board member may be compensated for necessary traveling and subsistence expenses related to occasional out-of-county workshops and meetings as pre-approved by the Transportation Authority-GVTA Board.
5. Any member may resign from the ~~Gunnison Valley Transportation Authority~~ GVTA Board by giving written notice to the appropriate appointing member jurisdiction.

~~Any expense over \$10,000 must be approved by the Executive Director and the Board Chairperson. Any expense over \$50,000 must be approved by the Transportation Authority GVTA Board.~~

6. A ~~Gunnison Valley Transportation Authority~~ GVTA Board member is responsible for the following:

- Reviews all material received prior to meetings.
- Attends all meetings, insofar as possible, and notifies the Chairperson or Executive Director of absences in advance of the meeting(s) to be missed.
- Makes every effort to raise questions and concerns about a proposal as soon in the process as they become apparent.
- Reviews recommendations and makes decisions on issues presented before the Board.
- Assists new members of the Gunnison Valley Transportation Authority Board as needed.
- Reports to their member jurisdiction ~~The Gunnison Valley Transportation Authority will provide an annual reports to the City of Gunnison, the Town of Crested Butte, the Town of Mt. Crested Butte and Gunnison County as requested.~~

Section III: Officers and Duties

1. Officers of the ~~Gunnison Valley Transportation Authority~~ GVTA Board are a Chairperson, Vice-Chairperson, Secretary, and Treasurer.
2. Officers are elected annually by board members at the Gunnison Valley Transportation Authority Board's first meeting of the calendar year, and the Board shall elect the officers by a majority vote.
3. Each officer holds office for one calendar year after their ~~his\her~~ election, and may succeed ~~him\herself~~ themselves.
4. The Chairperson presides at all meetings of the Gunnison Valley Transportation Authority Board, ~~and is the chief executive, performing duties which are usually associated with that position. The Chairperson shall have the power to call or cancel meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chairperson may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chairperson shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.~~ The Vice-Chairperson serves in the absence or incapacity of the Chairperson, including in any event in which a conflict of

interest prevents participation and vote by the Chairperson; and completes all such duties as are defined herein which are normally performed by the Chairperson.

5. All officers are voting members of the Board including the Chairperson.

Section IV: Meetings

1. The ~~Gunnison Valley Transportation Authority-GVTA~~ Board shall meet according to the meeting schedule determined each November for the following year. ~~the second Friday of each month or or~~ as necessary, to determine matters brought before it. A meeting may be cancelled by the Executive Director if there is no business to conduct which may not be conducted at the next regularly scheduled meeting.
2. All ~~Gunnison Valley Transportation Authority-GVTA~~ Board meetings, special meetings and work sessions must be preceded by published notice and held regularly and at the noticed times, are public meetings and open to the public at all times. By majority consent of members who are present, the Gunnison Valley Transportation Authority Board may go into executive session in accordance with and as is allowed statutorily by the State of Colorado (C.R.S. 24-6-402(4)). No ~~final~~ decisions or any formal action shall be rendered ~~duringat~~ any executive session.
3. Special meetings may be conducted at any time when called by the Chairperson or at the request of five or more ~~Gunnison Valley Transportation Authority-GVTA~~ Board members. All members must be notified at least 48 hours in advance of a special meeting. Only items on the announced agenda are considered at a special meeting and no special meeting may be conducted without the appropriate public notice.
4. Work\study sessions may be scheduled as needed by the ~~Gunnison Valley Transportation Authority-GVTA~~ Board Chairperson at least 48 hours in advance of any session, or as part of a regular meeting, to review an issue ~~to a regular meeting or a public hearing,~~ and to encourage unstructured discussion of specific issues and special projects. No official action takes place at these sessions, which must be preceded by notice and which is open to the public.
5. Notices for all meetings will be posted at the official posting place at the Gunnison County Courthouse and online and will be sent to the City and Town Clerks for posting. Regular meetings will also be advertised in both the Gunnison Country Times and the Crested Butte News.
6. At least one half of the regular meetings of the Gunnison Valley Transportation Authority Board are conducted in the Commissioners' Meeting Room of the Gunnison County Courthouse and one half of the regular meetings are conducted at the Crested Butte Town Hall or Mt. Crested Butte Town Hall, or any other public place designated by the Chairperson or agreed upon by the members as long as one half of the regular meetings are held at locations in the south end in of the County and one half of the regular meetings are held at the north end of the County.

7. A quorum of the ~~Gunnison Valley Transportation Authority-GVTA~~ Board consists of five members. ~~Actions of the Board shall be adopted upon the affirmative vote at a meeting open to the public of at least a majority of the Directors then in office who are eligible to vote thereon voting. Action by a majority vote of the Board shall be required.~~ A majority vote of the quorum present determines the outcome of the issued voted upon, except that budget adoption and changes to these Procedural Guidelines or Intergovernmental Agreement requires a 2/3 majority vote of the Board.
8. The ~~Gunnison Valley Transportation Authority~~GVTA Board shall keep a permanent, public record of all proceedings as recorded in the usual form of minutes. Minutes shall not be construed to mean a transcript of a meeting.
9. ~~Robert's-Bob's~~ Rules of Order shall otherwise govern the procedures of the ~~Gunnison Valley Transportation Authority-GVTA~~ Board.
10. The order of business for each regular meeting of the ~~Gunnison Valley Transportation Authority-GVTA~~ Board may include the following, so far as is applicable, and not necessarily in the order listed:

- Call to order, verify public notice of meetings & public hearings and determination of quorum.
- Minutes of previous meetings(s) for action.
- Public comments
- Review and approval of financial report.
- Discussion items.
- ~~Individual scheduled application reviews.~~Consideration of requests for action from staff\Board members:action items.
- Work sessions.
- Reports by staff\Board members.
- Adjournment.

11. At least ~~5-business~~four (4) business days prior to a meeting, the Executive Director will ~~have available in the office or~~ email to each Board member all materials related to agenda items scheduled for that meeting.

12. The agenda may be updated by the Executive Director after approval by the Board Chair at least ~~48~~24 hours before the meeting.

(a) The Executive Director will email to each Board member the additional materials related to ~~new~~updated agenda items at least ~~24~~48 hours prior to the meeting.

~~11-13.~~ The Board may from time to time adopt resolutions addressing attendance requirements for board meetings.

Section V: Public Hearings

~~1. Any member may request a public hearing to consider a specific agenda item or issue. If the Board members concur, the time and location will be at the discretion of~~

~~the requesting member. Public hearings shall be noticed within a minimum of 10 days of the scheduled public hearing date. The order of business for each public hearing conducted by the Gunnison Valley Transportation Authority includes , in order, the following:~~

- ~~a. Open public hearing.~~
- ~~b. Confirmation of adequate public notice.~~
- ~~c. Applicant's presentation of proposal.~~
- ~~d. Questions\comments by public.~~
- ~~e. Questions\comments by Gunnison Valley Transportation Authority Board members.~~
- ~~f. Closing comments by applicant, public.~~
- ~~g. Close public hearing.~~

Section VI: Conflicts of Interest

1. In addition to the provisions of C.R.S. 24-18-101 et seq. ~~as they may be amended~~, any member of the Board is considered in a position of conflict of interest if any of the following situations is evidence relative to a specific application scheduled for discussion:

A. The member will be directly and substantially affected to ~~their~~his/her economic benefit or detriment by the action proposed to be taken on the subject application.

2. Any member who considers ~~him\herself~~themselves to be in a position of conflict of interest as defined above must declare such conflict as soon as it becomes evident and shall not participate in any discussion of the proposal and shall not vote on the proposal and shall absent ~~themselves~~him\herself from any meetings during which discussions of the subject ~~item~~application is taking place.

3. Questions of conflict of interest which fall outside the above-cited categories shall be referred to the ~~County~~GVTA Attorney for evaluation; no action will be taken on the subject item, and any ~~Gunnison Valley Transportation Authority~~GVTA Board member whose relationship to the subject ~~is potentially in conflict~~, must remove ~~him\herself~~themselves from any related discussion until a finding from the Attorney is received by the Chair~~person~~.

Section VII: Amendments

These ~~Guidelines and~~ Procedures and Rules may be ~~altered and~~ amended, and new ones approved a vote of six or more members of the Gunnison Valley Transportation Authority Board at a regular meeting subsequent to notification of the proposed change.

Section IX: Approval

1. The above and foregoing ~~Guidelines and Procedures~~ and Rules were passed and adopted by the ~~Gunnison Valley Transportation Authority~~ GVTA Board on ~~January 10, 2003, and last amended on June 12, 2009~~ , 2025, and supersede in their entirety any prior version of organizational and procedural guidelines adopted by the GVTA Board-

Appendix I – Ballot Questions

GUNNISON VALLEY TRANSPORTATION AUTHORITY (RTA) BALLOT QUESTION

(Approved November, 2002)

SHALL GUNNISON VALLEY RURAL TRANSPORTATION AUTHORITY ("RTA") TAXES BE INCREASED \$806,754 IN 2003 AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF A 0.6% (SIX CENTS ON EACH \$10.00 PURCHASE) EXCEPT IN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF GUNNISON WHERE THE RATE WILL BE 0.35% (THREE AND ONE HALF CENTS ON EACH \$10.00 PURCHASED) UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE FOOD FOR HOME CONSUMPTION) PROVIDED THAT SUCH TAX SHALL COMMENCE ON JANUARY 1, 2003 AND NOT BE COLLECTED ON AND AFTER JANUARY 1, 2010 UNLESS EXTENDED BY THE RTA VOTERS AND PROVIDED THAT SUCH TAX SHALL NOT BE COLLECTED WITHIN THE BOUNDARIES OF ANY JURISDICTION WHICH WITHDRAWS FROM THE RTA PURSUANT TO THE GUNNISON VALLEY RURAL TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT ("IGA") DATED AS OF AUGUST 20, 2002, AMONG GUNNISON COUNTY, THE TOWN OF CRESTED BUTTE, THE TOWN OF MT. CRESTED BUTTE, AND THE CITY OF GUNNISON; SHALL THE RTA BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES INCLUDING EXPANDED AIR SERVICE IN ACCORDANCE WITH THE IGA; SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION, AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

GUNNISON VALLEY TRANSPORTATION AUTHORITY
BALLOT QUESTION 5A (Approved November, 2008)

WITHOUT INCREASING TAXES, SHALL THE EXISTING GUNNISON VALLEY TRANSPORTATION AUTHORITY ("RTA") TAXES OF 0.6 PER CENT (SIX CENTS ON EACH TEN DOLLARS PURCHASED), EXCEPT IN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF GUNNISON, WHERE THE RATE IS 0.35 PER CENT (THREE AND ONE-HALF CENTS ON EACH TEN DOLLARS PURCHASED) UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES TAX IS LEVIED BY THE STATE BE EXTENDED INDEFINITELY FROM ITS EXPIRATION OF DECEMBER 31, 2009; SUCH REVENUES TO BE USED FOR THE PURPOSE OF FUNDING AND PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES, INCLUDING EXPANDED AIR SERVICE; SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

_____ For _____ Against

GUNNISON VALLEY TRANSPORTATION AUTHORITY (RTA)
BALLOT QUESTION (Approved November, 2015)

SHALL GUNNISON VALLEY TRANSPORTATION AUTHORITY ("RTA") TAXES BE INCREASED \$1,250,000 IN 2016 AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM INCREASING THE LEVY TO A 1.0% TAX (TEN CENTS ON EACH \$10.00 PURCHASE) WITHIN THE RTA DISTRICT BOUNDARIES UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE ENERGY OR FOOD FOR HOME CONSUMPTION), FOR THE PURPOSE OF FUNDING SENIOR TRANSPORTATION WITHIN THE DISTRICT WITH THE FIRST \$250,000.00

RAISED, FOR EXPANDED PUBLIC BUS SERVICE ALONG THE HIGHWAY 135 CORRIDOR, FOR FUNDING AIR SERVICE, AND FOR OTHER PURPOSES CONSISTENT WITH THE MISSION OF THE RTA; AND SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

☐ YES / FOR

☐ NO / AGAINST

Appendix I

~~GUNNISON VALLEY TRANSPORTATION AUTHORITY (RTA) BALLOT QUESTION-
SHALL GUNNISON VALLEY RURAL TRANSPORTATION AUTHORITY ("RTA") TAXES BE INCREASED \$806,754 IN 2003 AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF A 0.6% (SIX CENTS ON EACH \$10.00 PURCHASE) EXCEPT IN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF GUNNISON WHERE THE RATE WILL BE 0.35% (THREE AND ONE HALF CENTS ON EACH \$10.00 PURCHASED) UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE FOOD FOR HOME CONSUMPTION) PROVIDED THAT SUCH TAX SHALL COMMENCE ON JANUARY 1, 2003 AND NOT BE COLLECTED ON AND AFTER JANUARY 1, 2010 UNLESS EXTENDED BY THE RTA VOTERS AND PROVIDED THAT SUCH TAX SHALL NOT BE COLLECTED WITHIN THE BOUNDARIES OF ANY JURISDICTION WHICH WITHDRAWS FROM THE RTA PURSUANT TO THE GUNNISON VALLEY RURAL TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT ("IGA") DATED AS OF AUGUST 20, 2002, AMONG GUNNISON COUNTY, THE TOWN OF CRESTED BUTTE, THE TOWN OF MT. CRESTED BUTTE, AND THE CITY OF GUNNISON; SHALL THE RTA BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES INCLUDING EXPANDED AIR SERVICE IN ACCORDANCE WITH THE IGA; SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION, AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?~~

GUNNISON VALLEY TRANSPORTATION AUTHORITY
GUNNISON COUNTY, COLORADO
ORGANIZATIONAL AND PROCEDURAL RULES

Section 1: Organization

The Gunnison Valley Transportation Authority for the County of Gunnison, Colorado, was created to administer and govern the Transportation Fund established by the passage of County Issue IA on November 5, 2002, and subsequent ballot issues. The Board is specifically guided by ballot language which is incorporated into these Organizational and Procedural Rules as Appendix I, and the Gunnison Valley Transportation Authority Intergovernmental Agreement dated August 20, 2002, and as such may be amended.

This organization is referred to herein as “the Gunnison Valley Transportation Authority,” or “GVTA”

Section II: Membership and Responsibilities

1. The Gunnison Valley Transportation Authority Board shall be comprised of eight regular members appointed as follows: two appointed by the Board of County Commissioners, two appointed by the Gunnison City Council, two appointed by the Town Council of Crested Butte and two appointed by the Town Council of Mt. Crested Butte. Each member must be an elected official of the appointing jurisdiction governing board, and shall serve as long as they remain on the governing board or **until** the appointing jurisdiction decides it is in their best interest to make a different appointment.
2. A vacancy created by the resignation or termination of a member’s term is filled by appointment by the appropriate member body.
3. A GVTA Board member can be removed, with or without cause, by their member jurisdiction.
4. A GVTA Board member may be compensated for necessary traveling and subsistence expenses related to occasional out-of-county workshops and meetings as pre-approved by the GVTA Board.
5. Any member may resign from the GVTA Board by giving written notice to the appropriate member jurisdiction.
6. A GVTA Board member is responsible for the following:
 - Reviews all material received prior to meetings.
 - Attends all meetings, insofar as possible, and notifies the Chairperson or Executive Director of absences in advance of the meeting(s) to be missed.
 - Makes every effort to raise questions and concerns about a proposal as soon in the process as they become apparent.

- Reviews recommendations and makes decisions on issues presented before the Board.
- Assists new members of the Gunnison Valley Transportation Authority Board as needed.
- Reports to their member jurisdiction as requested.

Section III: Officers and Duties

1. Officers of the GVTA Board are a Chair, Vice-Chair, Secretary, and Treasurer.
2. Officers are elected annually by board members at the Gunnison Valley Transportation Authority Board's first meeting of the calendar year, and the Board shall elect the officers by a majority vote.
3. Each officer holds office for one calendar year after their election, and may succeed themselves.
4. The Chair presides at all meetings of the Gunnison Valley Transportation Authority Board. The Chair shall have the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe. The Vice-Chair serves in the absence or incapacity of the Chair, including in any event in which a conflict of interest prevents participation and vote by the Chair; and completes all such duties as are defined herein which are normally performed by the Chair.
5. All officers are voting members of the Board including the Chair.

Section IV: Meetings

1. The GVTA Board shall meet according to the meeting schedule determined each November for the following year, or as necessary, to determine matters brought before it. A meeting may be cancelled by the Executive Director if there is no business to conduct which may not be conducted at the next regularly scheduled meeting.
2. All GVTA Board meetings, special meetings and work sessions must be preceded by published notice and held regularly and at the noticed times, are public meetings and open to the public at all times. By majority consent of members who are present, the Gunnison Valley Transportation Authority Board may go into executive session in accordance with and as is allowed statutorily by the State of Colorado (C.R.S. 24-6-402(4)). No decisions or any formal action shall be rendered during any executive session.

3. Special meetings may be conducted at any time when called by the Chair or at the request of five or more GVTA Board members. All members must be notified at least 48 hours in advance of a special meeting. Only items on the announced agenda are considered at a special meeting and no special meeting may be conducted without the appropriate public notice.
4. Work\study sessions may be scheduled as needed by the GVTA Board Chair at least 48 hours in advance of any session, or as part of a regular meeting, to review an issue and to encourage unstructured discussion of specific issues and special projects. No official action takes place at these sessions, which must be preceded by notice and which is open to the public.
5. Notices for all meetings will be posted at the official posting place at the Gunnison County Courthouse and online and will be sent to the City and Town Clerks for posting. Regular meetings will also be advertised in both the Gunnison Country Times and the Crested Butte News.
6. At least one half of the regular meetings of the Gunnison Valley Transportation Authority Board are conducted in the Commissioners' Meeting Room of the Gunnison County Courthouse and one half of the regular meetings are conducted at the Crested Butte Town Hall or Mt. Crested Butte Town Hall, or any other public place designated by the Chairperson or agreed upon by the members as long as one half of the regular meetings are held at locations in the south end in of the County and one half of the regular meetings are held at the north end of the County.
7. A quorum of the GVTA Board consists of five members. A majority vote of the quorum present determines the outcome of the issued voted upon, except that budget adoption and changes to these Procedural Guidelines or Intergovernmental Agreement requires a 2/3 majority vote of the Board.
8. The GVTA Board shall keep a permanent, public record of all proceedings as recorded in the usual form of minutes. Minutes shall not be construed to mean a transcript of a meeting.
9. Bob's Rules of Order shall otherwise govern the procedures of the GVTA Board.
10. The order of business for each regular meeting of the GVTA Board may include the following, so far as is applicable, and not necessarily in the order listed:
 - Call to order, verify public notice of meetings & public hearings and determination of quorum.
 - Minutes of previous meetings(s) for action.
 - Public comments
 - Review and approval of financial report.
 - Discussion items.
 - Consideration of action items.
 - Work sessions.
 - Reports by staff\Board members.
 - Adjournment.

11. At least four (4) business days prior to a meeting, the Executive Director will email to each Board member all materials related to agenda items scheduled for that meeting.
12. The agenda may be updated by the Executive Director after approval by the Board Chair at least 24 hours before the meeting.
 - (a) The Executive Director will email to each Board member the additional materials related to updated agenda items at least 24 hours prior to the meeting.
13. The Board may from time to time adopt resolutions addressing attendance requirements for board meetings.

Section V: Conflicts of Interest

1. In addition to the provisions of C.R.S. 24-18-101 et seq., any member of the Board is considered in a position of conflict of interest if any of the following situations is evidence relative to a specific application scheduled for discussion:

- A. The member will be directly and substantially affected to their economic benefit or detriment by the action proposed to be taken on the subject application.

2. Any member who considers themselves to be in a position of conflict of interest as defined above must declare such conflict as soon as it becomes evident and shall not participate in any discussion of the proposal and shall not vote on the proposal and shall absent themselves from any meetings during which discussions of the subject item is taking place.

3. Questions of conflict of interest which fall outside the above-cited categories shall be referred to the GVTA Attorney for evaluation; no action will be taken on the subject item, and any GVTA Board member whose relationship to the subject is potentially in conflict must remove themselves from any related discussion until a finding from the Attorney is received by the Chair.

Section VII: Amendments

These Procedures and Rules may be amended, and new ones approved a vote of six or more members of the Gunnison Valley Transportation Authority Board at a regular meeting subsequent to notification of the proposed change.

Section IX: Approval

1. The above and foregoing Procedures and Rules were passed and adopted by the GVTA Board on December 12, 2025, and supersede in their entirety any prior version of organizational and procedural guidelines adopted by the GVTA Board

Appendix I – Ballot Questions

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(Approved November, 2002)

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_____ For

_____ Against

GUNNISON VALLEY TRANSPORTATION AUTHORITY (RTA)
BALLOT QUESTION (Approved November, 2015)

SHALL GUNNISON VALLEY TRANSPORTATION AUTHORITY ("RTA") TAXES BE INCREASED \$1,250,000 IN 2016 AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM INCREASING THE LEVY TO A 1.0% TAX (TEN CENTS ON EACH \$10.00 PURCHASE) WITHIN THE RTA DISTRICT BOUNDARIES UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE ENERGY OR FOOD FOR HOME CONSUMPTION), FOR THE PURPOSE OF FUNDING SENIOR TRANSPORTATION WITHIN THE DISTRICT WITH THE FIRST \$250,000.00

RAISED, FOR EXPANDED PUBLIC BUS SERVICE ALONG THE HIGHWAY 135 CORRIDOR, FOR FUNDING AIR SERVICE, AND FOR OTHER PURPOSES CONSISTENT WITH THE MISSION OF THE RTA; AND SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

☐

YES / FOR

☐

NO / AGAINST