

**ROARING FORK TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING AGENDA**

TIME: 8:30 a.m. – 11:00 a.m., Thursday, January 9, 2025

Regular Location: In-Person at Town Hall (Room 1), 511 Colorado, Carbondale, CO 81623

To participate via WebEx go to <https://www.rfta.com/board-meetings/>.

(This Agenda may change before the meeting)

	Agenda Item	Policy	Purpose	Est. Time
1	Call to Order / Roll Call:		Quorum	8:30 a.m.
2	Approval of Minutes:		Approve	8:31 a.m.
	A. RFTA Board Meeting December 12, 2024 <i>page 3</i>			
3	Public Comment: Regarding items not on the Agenda (up to one hour will be allotted if necessary, however, comments will be limited to three minutes per person)		Public Input	8:33 a.m.
4	Items Added to Agenda – Board Member Comments:	4.3.3.C	Comments	8:35 a.m.
5	Consent Agenda:			
	A. Resolution 2025-01: Settlement Agreement and Mutual Release of Claims – Zlotnick – Paul Taddune, General Counsel, <i>page 9</i>	2.8.1	Approve	8:45 a.m.
	B. Resolution 2025-02: Designating a Location for Posting Public Notices of RFTA Board of Directors Meetings, <i>page 36</i>	2.10.6	Approve	8:45 a.m.
	C. Resolution 2025-03: 2025 – Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities – David Pesnichak, COO, <i>page 39</i>	4.2.5	Approve	8:45 a.m.
6	Presentations/Action Items:			
	A. 2024 Year-End RFTA Review – Kurt Ravenschlag, CEO, <i>page 47</i>	1.3	Discussion	8:50 a.m.
	B. Overview of 2025 RFTA Work Plan – Kurt Ravenschlag, CEO, <i>page 48</i>	1.3	Discussion	9:20 a.m.
7	Board Governance Process:			
	A. Resolution 2025-04: Election of RFTA Board Officers for 2025, Paul Taddune, General Counsel, <i>page 49</i>	Bylaws 7.02	Discussion /Approve	9:50 a.m.
	B. Resolution 2025-05: Appointing a Board Director to the Western Mountain Regional Housing Coalition – Kurt Ravenschlag, CEO, <i>page 52</i>	4.4.2.D	Action	10:05 a.m.
	C. Resolution 2025-06: Appointing a Board Director to the Garfield Clean Energy Board – Kurt Ravenschlag, CEO, <i>page 56</i>	4.4.2.D	Action	10:10 a.m.
	(Agenda Continued on Next Page)			

	Agenda Item	Policy	Purpose	Est. Time
8	Information/Updates:			
	A. CEO Report – Kurt Ravenschlag, CEO, <i>page 60</i>	2.10	FYI	10:05 a.m.
9	Issues to be Considered at Next Meeting:			
	To Be Determined at the January 9, 2025 Board Meeting	4.3	Meeting Planning	10:06 a.m.
10	Next Meeting: 8:30 a.m. – 11:00 a.m., February 13, 2025, In-person at Carbondale Town Hall or via WebEx Teleconference (Details to be provided later).	4.3	Meeting Planning	10:07 a.m.
11	Adjournment:		Adjourn	10:10 a.m.

**ROARING FORK TRANSPORTATION AUTHORITY
BOARD MEETING MINUTES
December 12, 2024**

Board Members Present via WebEx:

Colin Laird, Acting Chair (Town of Carbondale); Art Riddile, (Town of New Castle); Alyssa Shenk, (Town of Snowmass Village); Erin Zalinski, (City of Glenwood Springs); Jeanne McQueeney, (Eagle County); Torre, (City of Aspen); David Knight, (Town of Basalt)

Non-Voting Alternates Present via WebEx:

Tom Fridstein, (Town of Snowmass Village); Ingrid Wussow, (City of Glenwood Springs); Sam Rose, (City of Aspen)

Staff Present via WebEx:

Kurt Ravenschlag, Chief Executive Officer (CEO); Paul Taddune, General Counsel; Michael Yang, Chief Financial Administrative Officer (CFAO); David Pesnichak, Chief Operations Officer (COO); Craig Dubin, Chief of Staff (CoS); Erin Kemp, Chief Human Resources Officer (CHRO); Jamie Tatsuno, Public Information Officer (PIO); Nicole Schoon, Executive Assistant; Kim Wells, Executive Assistant; Angela Henderson, Director of Rio Grande Corridor; Paul Hamilton, Director of Finance; Ian Adams, Director of Operations; Mike Christenson, Director of Maintenance; David Johnson, Planning Director; Tammy Sommerfeld, Director of Procurement; Jason Schelhaas, Director of Information Technology; Mary Harlan, Mobility Coordinator; David Carle, Budget Manager; Jason White, Assistant Planner; Abbey Pascoe, Trails and Corridor Specialist; Rebecca Hodgson, Procurement Specialist III; Joni Christenson, Communications Specialist; Terri Glenn, Accounting Technician I

Visitors Present via WebEx:

Lynn Rumbaugh, (City of Glenwood Springs)

Agenda

NOTE: Hyperlinks to the December 12, 2024 Board meeting video have been inserted for each Agenda item below. Please view video for additional information.

1. [Call to Order/Roll Call:](#)

Colin Laird called the December 12, 2024 RFTA Board of Directors meeting to order at 8:36 a.m. Laird declared a quorum to be present (7-member jurisdictions), and the meeting began at 8:37 a.m.

2. [Approval of Minutes:](#)

Alyssa Shenk moved to approve the November 14, 2024 meeting minutes, and Art Riddile seconded the motion. The motion was unanimously approved.

3. [Public Comment:](#)

Laird asked if any member of the public would like to address the Board or make a comment regarding items not on the December 12, 2024, Board agenda.

No members of the public had any comments.

Laird closed Public Comments at 8:38 a.m.

4. **Items Added to Agenda – Board Member Comments:**

Laird asked if there were any items that needed to be added to the December 12, 2024, Board meeting Agenda.

No items were added to the December 12, 2024, Board Agenda.

Laird asked if any Board member had any comments or questions regarding issues not on the December 12, 2024, Board meeting Agenda.

No members of the Board had any comments.

Laird closed Board Comments at 8:39 a.m.

5. **Consent Agenda:**

- A. **Resolution 2024-21: Acceptance of Roaring Fork Transportation Authority Housing Program Development Report, Prepared by Economic & Planning Systems (EPS) – Kurt Ravenschlag, CEO and Craig Dubin, CoS**
- B. **Resolution 2024-22: Intergovernmental Agreement for Garfield County Older Adult Programs Traveler Services – 2025 – Dawn Dexter, Operations Manager and David Pesnichak, COO**
- C. **Resolution 2024-23: 7-Party Memorandum of Understanding Regarding Garfield County Older Adult Programs for 2025 – Dawn Dexter, Operations Manager and David Pesnichak, COO**

Riddile moved to approve Resolution 2024-21: Acceptance of Roaring Fork Transportation Authority Housing Program Development Report, Prepared by Economic & Planning Systems (EPS), Resolution 2024-22: Intergovernmental Agreement for Garfield County Older Adult Programs Traveler Services – 2025, and Resolution 2024-23: 7-Party Memorandum of Understanding Regarding Garfield County Older Adult Programs for 2025, and Sherk seconded the motion. The motion was unanimously approved.

6. **Presentations/Action Items:**

- A. **Resolution 2024-24: Approval of Agreement between Amalgamated Transit Union (ATU), Local 1774 and Roaring Fork Transportation Authority (RFTA); Effective January 1, 2025 through December 31, 2027 – Kurt Ravenschlag, CEO**

Laird thanked Kurt Ravenschlag, RFTA staff, RFTA's legal support, and Union members for coming to a successful resolution. He stated that the Board continues to be extremely supportive of RFTA workers, particularly the bus operators because they are the front-line workers and the faces of RFTA. This agreement is a good compromise, and both sides should be pleased with the outcome. RFTA has done a wonderful job trying to acknowledge all of the hard work the bus operators do for the organization and for the general public. Although this process is never easy, everyone involved deserves acknowledgement, and recognize that the Board is deeply grateful for their hard work throughout this process. By fostering open communication and collaboration, RFTA has set a positive

precedent for future negotiations. Moving forward, it will be essential to maintain open lines of communication to ensure continued success and address any future challenges that may arise.

Jeanne McQueeney expressed her gratitude to the RFTA staff and everyone who participated in the process. She stated that the terms of the Agreement were the result of a challenging negotiation process; nonetheless, all parties involved maintained composure and conducted themselves with great professionalism. This ensured that the negotiations remained constructive, ultimately leading to a mutually beneficial agreement. This exemplary conduct not only reflects the team's commitment to their mission but also sets a positive precedent for collaboration in future negotiations.

Shenk moved to approve Resolution 2024-24: Approval of Agreement between Amalgamated Transit Union (ATU), Local 1774 and Roaring Fork Transportation Authority (RFTA); Effective January 1, 2025 through December 31, 2027, and Erin Zalinski seconded the motion.

A Roll Call Vote was Taken for Resolution 2024-24:

Colin Laird	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Art Riddle	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Alyssa Shenk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Erin Zalinski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Jeanne McQueeney	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Torre	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
David Knight	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The motion was unanimously approved.

7. [Public Hearing:](#)

A. Resolution 2024-25: Adoption of 2025 Roaring Fork Transportation Authority Budget - Paul Hamilton, Director of Finance and David Carle, Budget Manager

Laird praised the robust budget process implemented by RFTA, stating that it is evident that the integration with their Strategic Plan not only aligns financial decisions with long-term goals but also enhances transparency and accountability. The introduction of a web-based tool will significantly improve access to budgetary information, and allow citizens to track tax funds. This illustrates RFTA's dedication to fiscal responsibility, ensuring that resources are allocated in a manner that best serves the community. Recognition and gratitude are due to the RFTA staff for their excellent work in creating a budget that reflects both strategic vision and public accountability.

Laird asked if any member of the public would like to address the Board or make a comment regarding Resolution 2024-25: Adoption of 2025 Roaring Fork Transportation Authority Budget, Resolution 2024-26: Appropriating Sums of Money for the 2025 Budget Year, or Resolution 2024-27: Certifying and Levying a Property Tax of 2.65 Mills for the 2025 Budget Year.

No members of the public had any comments.

Laird closed Public Comments at 9:07 a.m.

David Knight moved to approve Resolution 2024-25: Adoption of 2025 Roaring Fork Transportation Authority Budget, and Shenk seconded the motion.

A Roll Call Vote was Taken for Resolution 2024-25:

Colin Laird	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Art Riddile	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Alyssa Shenk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Erin Zalinski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Jeanne McQueeney	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Torre	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
David Knight	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The motion was unanimously approved.

- B. Resolution 2024-26: Appropriating Sums of Money for the 2025 Budget Year – Paul Hamilton, Director of Finance and David Carle, Budget Manager**

Zalinski moved to approve Resolution 2024-26: Appropriating Sums of Money for the 2025 Budget Year, and Knight seconded the motion.

A Roll Call Vote was Taken for Resolution 2024-26:

Colin Laird	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Art Riddile	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Alyssa Shenk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Erin Zalinski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Jeanne McQueeney	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Torre	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
David Knight	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The motion was unanimously approved.

- C. Resolution 2024-27: Certifying and Levying a Property Tax of 2.65 Mills for the 2025 Budget Year – Paul Hamilton, Director of Finance and David Carle, Budget Manager**

Riddile moved to approve Resolution 2024-27: Certifying and Levying a Property Tax of 2.65 Mills for the 2025 Budget Year, and Shenk seconded the motion.

A Roll Call Vote was Taken for Resolution 2024-27:

Colin Laird	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Art Riddile	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Alyssa Shenk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Erin Zalinski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Jeanne McQueeney	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Torre	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

David Knight

Yes

No

The motion was unanimously approved.

8. Information/Updates:

A. [CEO Report](#) – Kurt Ravenschlag, CEO

Michael Yang informed the Board that to finance capital projects, RFTA previously issued bonds, which investors purchased, and RFTA makes debt service payments on. He stated that S&P Global Ratings Group is the group that rated RFTA on those issuing bonds and periodically conducts reviews or surveillance assessments to evaluate and assess the stability of the bond market. The pivotal role of S&P Global Ratings Group cannot be overstated, particularly through its rigorous rating process and ongoing oversight. By assigning ratings to RFTA's issued bonds, S&P Global provides essential insights that inform investors' decisions and shape market dynamics.

Yang also noted that conducting regular surveillance reviews ensures that ratings remain relevant and reflective of any changes in the issuer's creditworthiness. All RFTA bonds are supported by the revenue stream, regardless of whether they are sales tax bonds or property tax revenue bonds. In November, RFTA learned that S&P Global had published a summary report confirming RFTA's outlook as stable and upgrading its rating from AA to AA+. RFTA is thrilled to share the news of its AA+ rating with the Board of Directors.

Ian Adams announced that RFTA's winter season has commenced and will transition to its full-service plan starting the second weekend in December. The opening of Buttermilk and Highlands ski areas will ensure that the ski complement is fully operational. This year's winter service plan differs from last year's primarily in the regional services, especially regarding the BRT line. Last winter, due to staffing issues, RFTA was implementing a significantly reduced regional service plan on the BRT line. This year RFTA has experienced an increase of nearly 25% in the number of [vehicle] trips available to the public on the BRT service line. He stated that during rush hour, buses operate on the BRT line every nine (9) minutes, both up-valley in the morning and down-valley in the afternoon.

Adams continued, noting that upon reviewing the service plan for the first time this year, RFTA found that it closely mirrored a pre-COVID configuration. The main reason RFTA is in this position is due to the hard work of the Human Resources and Training team, who worked tirelessly to increase staffing levels to a point where RFTA can offer the full complement of its service plan. He stated that RFTA is excited to resume its usual operations, and the public can expect a significantly improved experience while utilizing RFTA services this year.

Adams noted that the Operations department is now functioning at a more sustainable pace, creating a sense of excitement among everyone as they look forward to the winter season. Adams added that he has established a desk at the new operations center, and more staff will be relocating to the space early next week. Bus operators and Road Supervisors will also be making use of the space. Exciting developments are underway for the Operations department.

Ravenschlag emphasized that by the end of December 2024, RFTA anticipates having surpassed five (5) million passenger boardings for the first time since prior to the COVID pandemic.

9. Issues to be Considered at Next Meeting:

10. Next Meeting: 8:30 a.m. – 11:00 a.m.; January 9, 2025, Carbondale Town Hall, Room 1 and via WebEx Teleconference, for those who are unable to attend in person.

11. Adjournment:

Shenk moved to adjourn from the December 12, 2024 RFTA Board meeting, and McQueeney seconded the motion. The motion was unanimously approved.

The December 12, 2024 RFTA Board Meeting adjourned at 9:21 a.m.

Respectfully Submitted:

Nicole R. Schoon
Secretary to the RFTA Board of Directors

RFTA BOARD OF DIRECTORS MEETING
“PRESENTATION/ACTION” AGENDA SUMMARY ITEM # 5. A.

Meeting Date:	January 9, 2025
Subject:	Resolution 2025-01: Authorizing and Approving a Settlement Agreement and Mutual Release of Claims or to Clarify Ownership and Boundary Issues in Connection with Property Abutting the Railroad Corridor Owned by Stephen H. Zlotnick.
Strategic Outcome:	1.0 Accessibility & Mobility 7.0 High Performing Organization
Strategic Objective:	1.1 Rio Grande Railroad Corridor/Rio Grande Trail is appropriately protected, utilized and accessible to all users 7.1 Optimize the use of RFTA assets through capital improvement planning, preventative maintenance and asset management
Presented By:	Paul Taddune, General Counsel
Staff Recommendation:	Staff recommends Approval of Resolution 2025-01 and Approval of the Agreement and requests Board authorization to execute the documents referred to therein as a means of clarifying and confirming RFTA’s ownership of the Railroad Corridor with Mr. Zlotnick as an adjacent owner.
Executive Summary:	A Settlement Agreement and Mutual Release of Claims between RFTA and Stephen H. Zlotnick, who owns a residential property in the Town of Carbondale adjacent to the Railroad Corridor.
Background/Discussion:	Included for Board approval on the consent agenda and included in the Board agenda packet is a Settlement Agreement and Mutual Release of Claims between RFTA and Stephen H. Zlotnick, who owns a residential property in the Town of Carbondale adjacent to the Railroad Corridor. Mr. Zlotnick’s predecessors erected a fence that encroaches on the RFTA property along the northern boundary of Mr. Zlotnick’s property. The proposed settlement provides for the abatement of the encroachment within a two-year period and clarification of the boundary of Mr. Zlotnick’s property in relation to the Railroad Corridor in accordance with the exhibits attached to the agreement.
Governance Policy:	The RFTA Board Governance Policy 2.8.1 states, “Preserve the Rio Grande Railroad Corridor’s railbanked status under 16 U.S.C. 1247(d), under the jurisdiction of the STB for future freight rail activation.”
Fiscal Implications:	None at this time.
Exhibits/Attachments:	1. Exhibit 1 : Resolution 2025-01: Authorizing and Approving a Settlement Agreement and Mutual Release of Claims or to Clarify Ownership and Boundary Issues in Connection with Property Abutting the Railroad Corridor Owned by Stephen H. Zlotnick. 2. Exhibit 2 : RFTA - Zlotnick Settlement Agreement & Release of Claims

Director _____ moved to approve the following Resolution.

**ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION 2025-01**

**AUTHORIZING AND APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS
OR TO CLARIFY OWNERSHIP AND BOUNDARY ISSUES IN CONNECTION WITH PROPERTY ABUTTING
THE RAILROAD CORRIDOR OWNED BY STEPHEN H. ZLOTNICK**

WITNESSETH:

WHEREAS, the Roaring Fork Transportation Authority (“RFTA”) is a body corporate and political subdivision of the State of Colorado (the “State”) created pursuant to the provisions of Section 43-4-601, et seq., Colorado Revised Statutes, as amended (the “Regional Transportation Authority Law”) and the Roaring Fork Transportation Authority Intergovernmental Agreement dated as of September 12, 2000, as amended (the “RFTA IGA”); and

WHEREAS, the Board of Directors of RFTA (the “Board”) is the governing body of RFTA; and

WHEREAS, RFTA General Counsel and RFTA staff have negotiated and recommend approval of a Settlement Agreement and Mutual Release of Claims between RFTA and Stephen H. Zlotnick, to clarify ownership and boundary issues in connection with property owned by Mr. Zlotnick that abuts the railroad corridor as provided therein a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Board desires to (a) authorize and approve the execution and delivery by RFTA of the Settlement Agreement and the performance by RFTA of its obligations under the Settlement Agreement and certain other documents related thereto; and (b) authorize, approve, ratify, make findings and take other actions with respect to the foregoing and related matters.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roaring Fork Transportation Authority:

Section 1. The Board hereby: (a) hereby approves the Settlement Agreement and Mutual Release of Claims; (b) authorizes the Chair of the Board, the Secretary of the Board, the Chief Executive Officer of RFTA and all other appropriate officers and employees of RFTA to execute and deliver, and to affix the seal of RFTA to the Settlement Agreement and Release of Claims and other documents, as may be deemed appropriate by the Chief Executive Officer and General Counsel; and (c) authorizes and directs the performance by RFTA of its obligations under the Settlement Agreement and Release of Claims.

Section 2. The officers, employees and agents of RFTA are authorized and directed to take all action necessary or appropriate to carry out the provisions of this resolution and the documents referred to herein and to carry out and to consummate the Settlement Agreement and Release of Claims.

Section 3. All actions previously taken by the Board and the officers, employees and agents of RFTA which are directed toward transactions described herein or in the documents referred to herein and which are not inconsistent herewith are hereby ratified, approved and confirmed.

Section 4. If any section, paragraph, clause or provision of this resolution or any of the documents referred to herein shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability

of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 5. This resolution shall be in full force and effect upon its passage and adoption.

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of January, 2025.

**ROARING FORK TRANSPORTATION AUTHORITY
By and through its BOARD OF DIRECTORS:**

By: _____
Greg Poschman, Vice-Chair, as Acting Chair

I, the Secretary of the Board of Directors (the "Board") of the Roaring Fork Transportation Authority (the "Authority") do hereby certify that (a) the foregoing Resolution was adopted by the Board at a meeting held on January 9, 2025; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours' written notice of such meeting to each Director and Alternate Director of the Authority and to the governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with the Roaring Fork Transportation Authority Intergovernmental Agreement, as amended as of September 8, 2005, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this 9th day of January 2025.

Nicole R. Schoon, Secretary to the RFTA Board of Directors

[SEAL]

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (this “**Agreement**”) is made effective as of the _____ day of _____ 2025, by and between the Roaring Fork Transportation Authority (RFTA) and Stephen H. Zlotnick (Zlotnick).

RECITALS

- A. RFTA and Zlotnick each own adjacent properties in the Town of Carbondale Colorado.
- B. **Parcel 1** is a triangular parcel shown on EXHIBIT A attached hereto and also as EXHIBIT A to the form of the Quitclaim Deed from RFTA to Zlotnick that was deemed an area of undetermined ownership by RFTA and Zlotnick’s respective surveys attached hereto as EXHIBIT D.
- C. **Parcel 2** is a smaller triangular parcel currently utilized by Zlotnick and shown on EXHIBIT B attached hereto and also as EXHIBIT B to the Quitclaim Deed from RFTA to Owner, attached hereto as EXHIBIT D.
- D. **Parcel 3** is shown on EXHIBIT C attached hereto and also attached as EXHIBIT C to the form of the Quitclaim Deed from Zlotnick to RFTA attached hereto as EXHIBIT E and was deemed an area of undetermined ownership by RFTA and Zlotnick’s respective surveys. Parcel 3 is a fenced in area behind Zlotnik’s home used by Zlotnick and his predecessors for decades as a back yard.
- E. Zlotnick’s predecessors erected a fence that encroaches onto RFTA property along the north boundary of Zlotnick’s property. Zlotnick agrees to remove the fence two years after the date of this agreement as shown in the Encroachment Abatement Agreement between an to be executed simultaneously herewith by the parties in the form attached hereto as EXHIBIT F.

The parties have agreed to clarify discrepancies and resolve any disputes they may have and forever release any claims the parties may have against one another in connection with the above areas, all in accordance with the terms and conditions of this Agreement.

AGREEMENT AND MUTUAL RELEASE

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by RFTA and Zlotnick, it is agreed:

- 1. Zlotnick agrees to quitclaim any interest he may have, if any, in Parcels 1 and 2 to RFTA as shown on the deed attached as **EXHIBIT D**. Contemporaneously, RFTA agrees to quitclaim to Zlotnick any interest it may have, if any, in Parcel 3 as shown on **EXHIBIT E**. Finally, RFTA also agrees to provide an Encroachment Abatement Agreement as shown on **EXHIBIT F**.

2. Release by RFTA for itself and its principals, managers, members, employees, directors, contractors, agents, successors, heirs and assigns, hereby releases and forever discharges Zlotnick's agents, contractors, attorneys, heirs, successors and assigns from any and all claims, liabilities, expenses, judgments, demands, actions and causes of action, past, present and future, known and unknown, which may exist or have been threatened or asserted or which could be asserted in connection with the matters described above.

3. Zlotnick for himself and his successors, heirs and assigns, hereby releases and forever discharges RFTA's agents, principals, members, employees, contractors, attorneys, heirs, successors and assigns from any and all claims, liabilities, expenses, judgments, demands, actions and causes of action, past, present and future, known and unknown, which may exist or have been threatened or asserted or which could be asserted in connection with the matters described above.

4. Entire Agreement. This Agreement shall constitute the entire understanding and agreement between the parties with regard to the matters set forth herein. There are no other promises, understandings, representation, warranties, covenants or agreement in relation thereto among the parties, except as expressly set forth in this Agreement.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Execution copies of this Agreement may be delivered by facsimile and the parties hereto agree to accept and be bound by facsimile signatures hereto.

6. Binding Nature of Agreement. This Agreement shall be binding upon the parties and upon their heirs, successors and assigns.

7. Third Party Consents. The parties represent and warrant that each of them has the full power and authority to execute this Agreement and that no third-party consents are required to bind the parties as described herein.

8. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the remaining provisions shall constitute the parties' agreement.

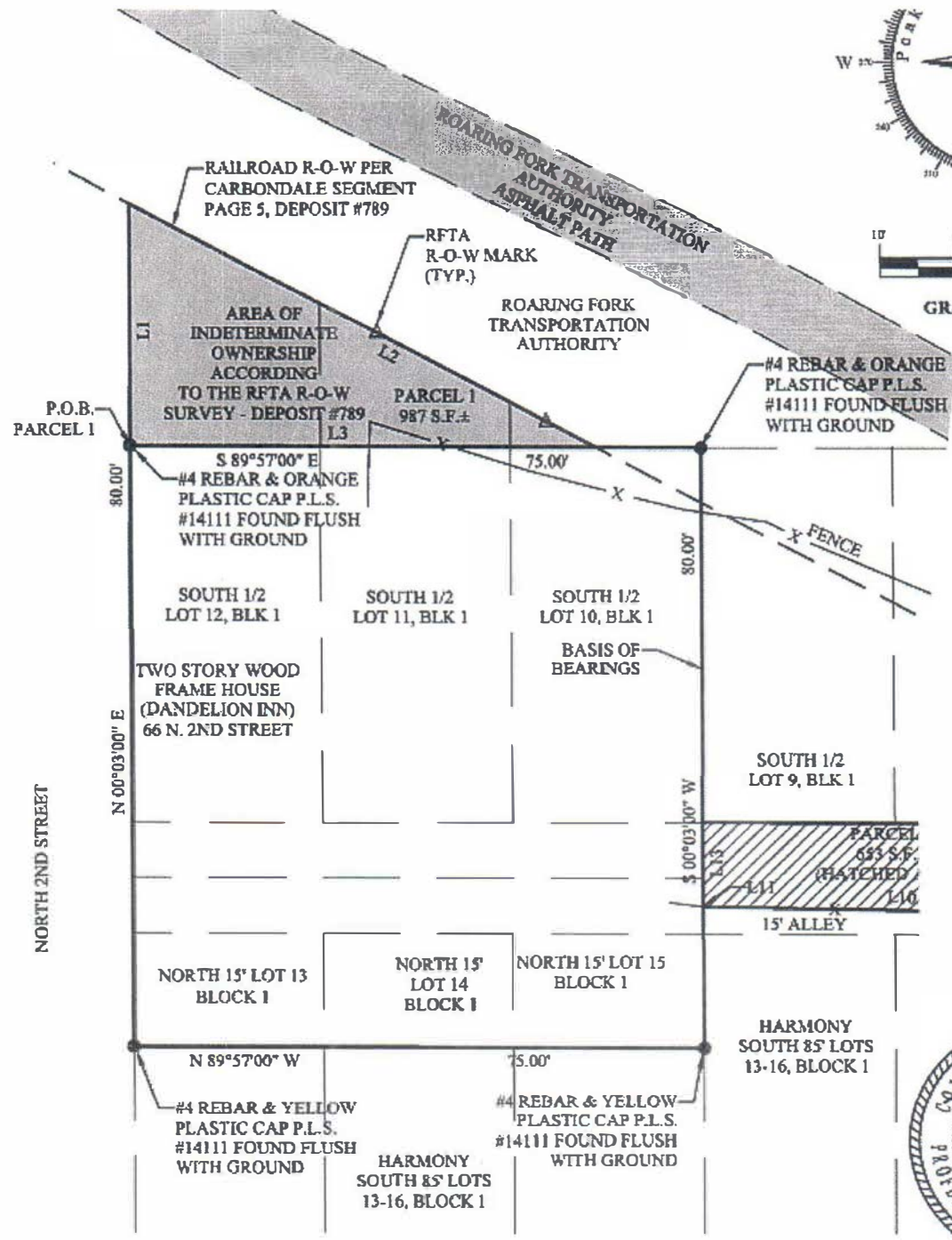
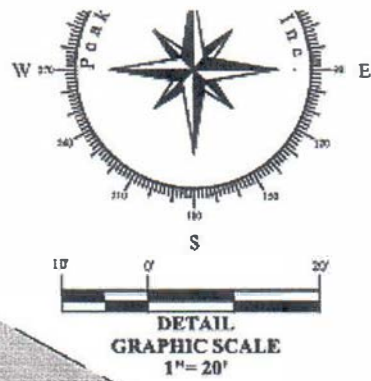
9. Should either party institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses including reasonable attorney's fees and disbursements incurred by such prevailing party in connection with such action or proceeding.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective the first date stated above.

Roaring Fork Transportation Authority

Kurt Ravenschlag, CEO

Stephen H. Zlotnick

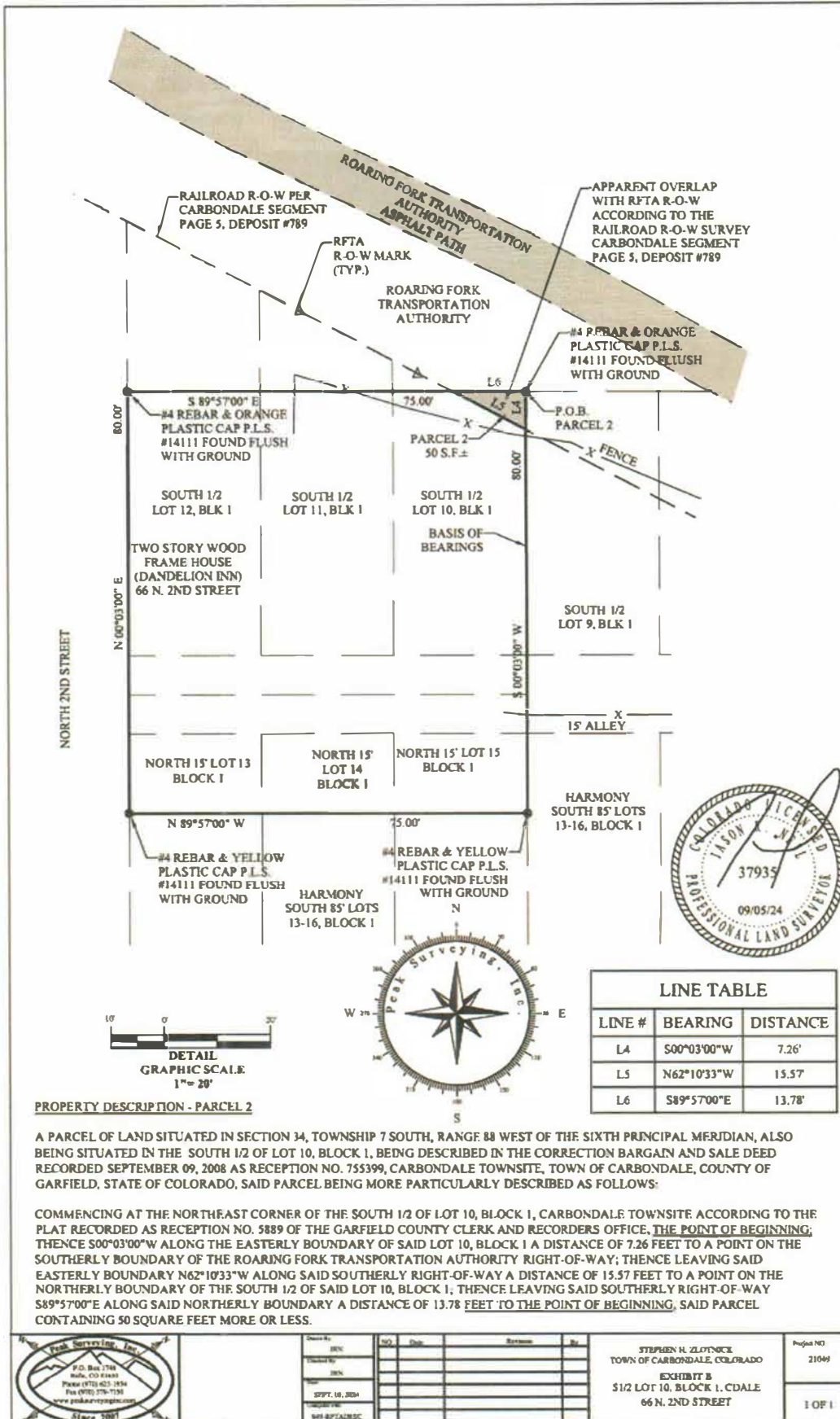


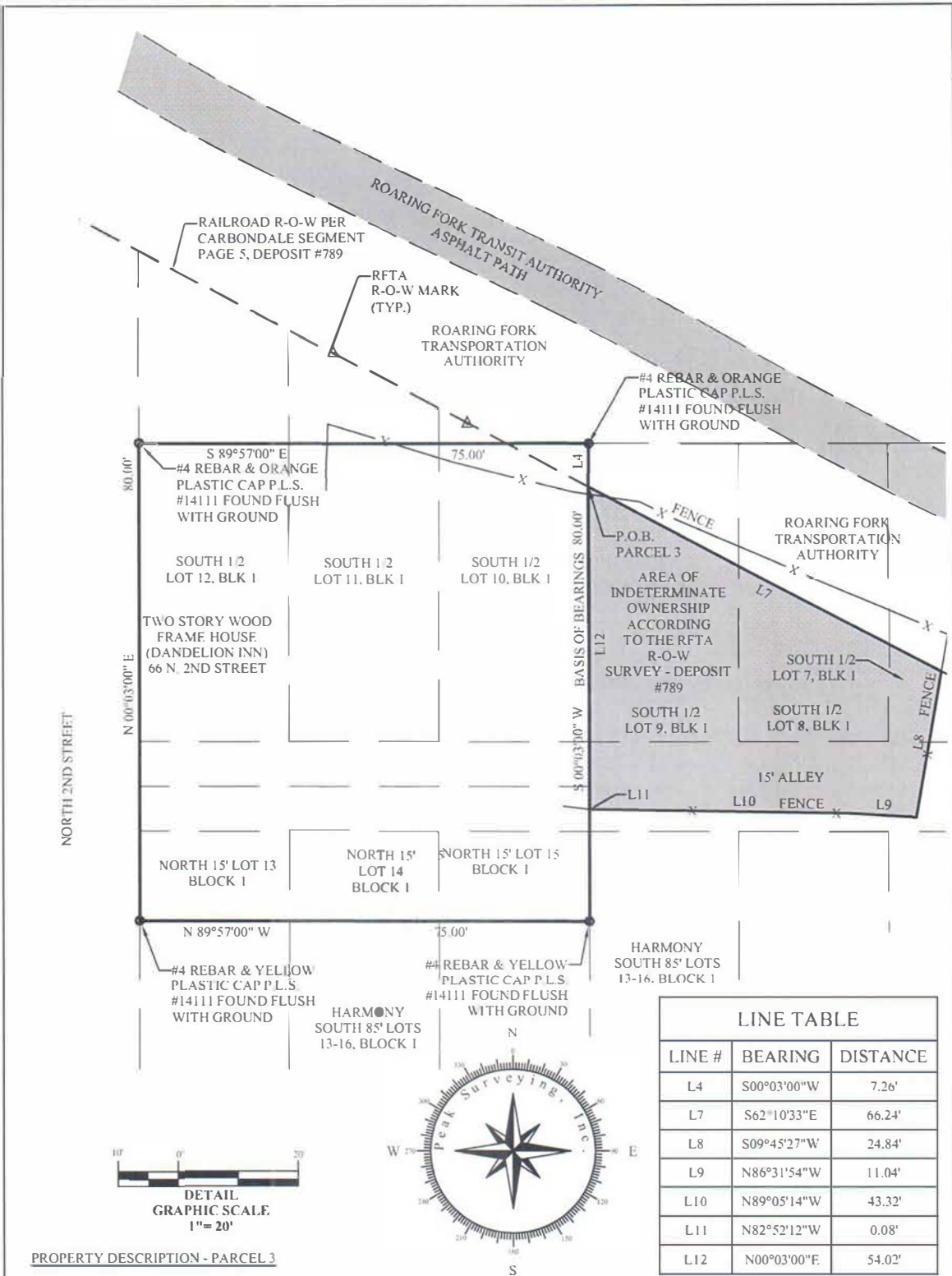
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°03'00"E	32.24'
L2	S62°10'33"E	69.19'
L3	N89°57'00"W	61.22'

PROPERTY DESCRIPTION - PARCEL 1

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO BEING SITUATED IN THE NORTH 1/2 OF LOTS 10-12, BLOCK 1 AND BEING DESCRIBED IN THE CORRECTION BARGAIN AND SALE DEED RECORDED SEPTEMBER 09, 2008 AS RECEPTION NO. 755399, CARBONDALE TOWNSITE, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF LOT 12, BLOCK 1, CARBONDALE TOWNSITE ACCORDING TO THE PLAT RECORDED AS RECEPTION NO. 5889 OF THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE, THE POINT OF BEGINNING; THENCE N00°03'00"E ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 1, A DISTANCE OF 32.24 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE ROARING FORK TRANSPORTATION AUTHORITY RIGHT-OF-WAY; THENCE LEAVING SAID WESTERLY BOUNDARY S62°10'33"E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 69.19 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE NORTH 1/2 OF SAID LOT 10, BLOCK 1; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY N89°57'00"W ALONG THE SOUTHERLY BOUNDARIES OF THE NORTH 1/2 OF SAID LOTS 10-12, BLOCK 1 A DISTANCE OF 61.22 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 987 SQUARE FEET MORE OR LESS.





PROPERTY DESCRIPTION - PARCEL 3

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO BEING SITUATED IN THE SOUTH 1/2 OF LOTS 7-9 AND A PORTION OF THE 15' ALLEY, BLOCK 1, CARBONDALE TOWNSHIP, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY BOUNDARY OF THE ROARING FORK TRANSIT AUTHORITY, RIGHT-OF-WAY, WHENCE THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID LOT 9, BLOCK 1 BEARS N00°03'00"E A DISTANCE OF 7.26 FEET, THE POINT OF BEGINNING; THENCE S62°10'33"E ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 66.24 FEET TO A POINT IN AN EXISTING FENCE LINE; THENCE LEAVING SAID SOUTHERLY BOUNDARY S09°45'27"W ALONG SAID FENCE LINE A DISTANCE OF 24.84 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N86°31'54"W A DISTANCE OF 11.04 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N89°05'14"W A DISTANCE OF 43.32 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N82°52'12"W A DISTANCE OF 0.08 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LOT 9, BLOCK 1; THENCE LEAVING SAID FENCE LINE N00°03'00"E ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 54.02 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 2,241 SQUARE FEET MORE OR LESS.



Date	By	NO.	Date	Revision	By
JUN	JEN				
JUN	JEN				
OCTOBER 24, 2021	JEN				

STEPHEN H. ZLOTNICK
TOWN OF CARBONDALE, COLORADO
EXHIBIT C
S1/2 LOTS 7-9 & ALLEY BLOCK 1
66 N. 2ND STREET

Project NO. 21039
1 OF 1

EXHIBIT D TO SETTLEMENT AGREEMENT

QUITCLAIM DEED

This Quitclaim Deed is made on _____, 2025, between STEPHEN H. ZLOTNICK, Grantor, whose address 66 N. 2nd Street, Carbondale, CO 81623, for Ten Dollars (\$10.00) and other good and valuable consideration, hereby sells and quitclaims to the ROARING FORK TRANSPORTATION AUTHORITY, (Grantee) whose address is 0051 Service Center Road, Aspen, CO 81611, all his right, title and interest in and to the following real property in the County of Garfield, State of Colorado, to-wit:

Parcel 1 as defined and described on the attached **Exhibit A** and Parcel 2 as defined and described on the attached **Exhibit B**.

with all its appurtenances and improvements subject to liens, easements and rights-of-way of record.

SIGNED this ____ day of _____, 2025.

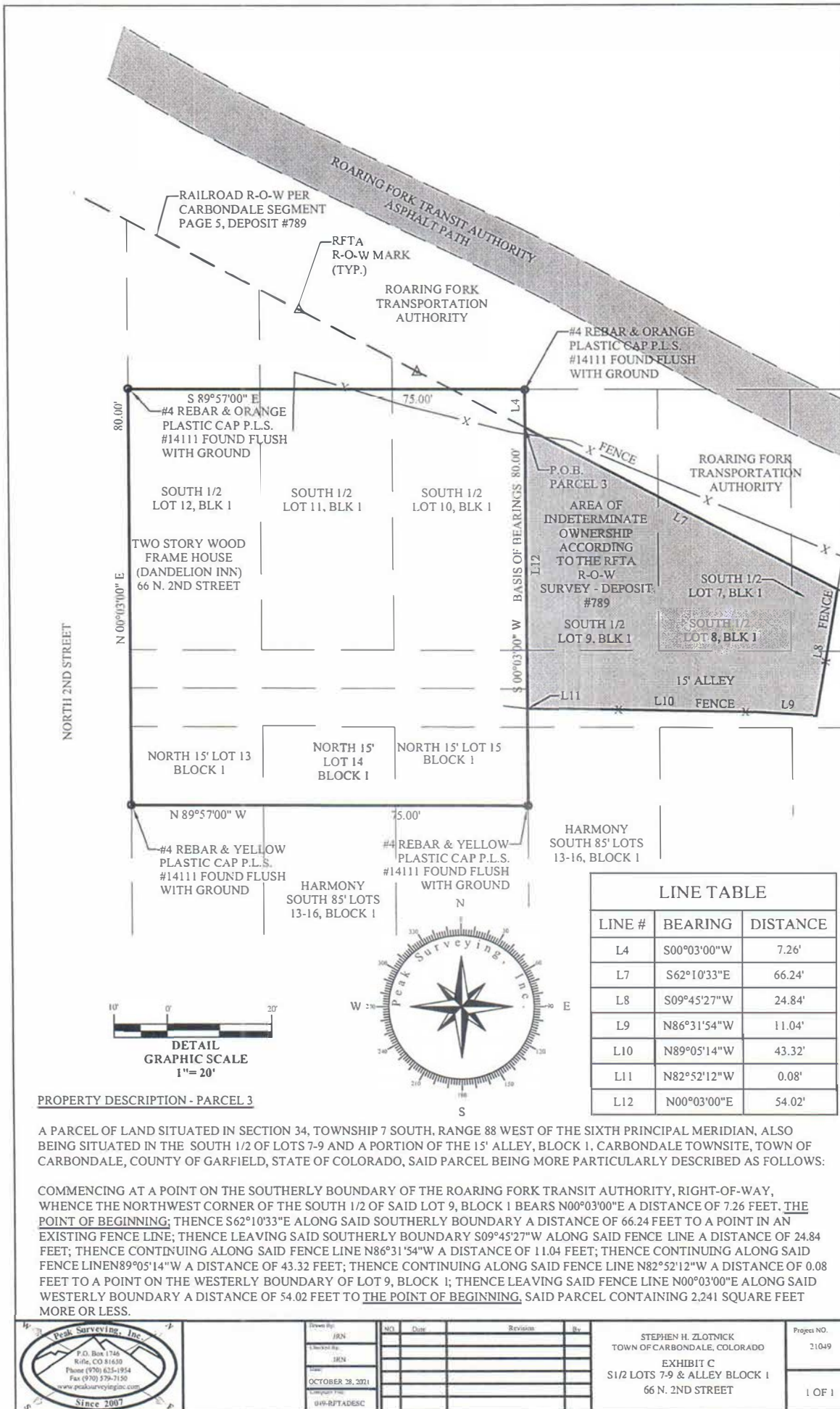
Stephen H. Zlotnick

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Quitclaim Deed was acknowledged and signed before me this ____ day of _____, 2025, by Stephen H. Zlotnick.

WITNESS my hand and official seal.
My commission expires:

Notary Public



PROPERTY DESCRIPTION - PARCEL 3

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO BEING SITUATED IN THE SOUTH 1/2 OF LOTS 7-9 AND A PORTION OF THE 15' ALLEY, BLOCK 1, CARBONDALE TOWNSITE, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY BOUNDARY OF THE ROARING FORK TRANSIT AUTHORITY, RIGHT-OF-WAY, WHENCE THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID LOT 9, BLOCK 1 BEARS N00°03'00"E A DISTANCE OF 7.26 FEET, THE POINT OF BEGINNING; THENCE S62°10'33"E ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 66.24 FEET TO A POINT IN AN EXISTING FENCE LINE; THENCE LEAVING SAID SOUTHERLY BOUNDARY S09°45'27"W ALONG SAID FENCE LINE A DISTANCE OF 24.84 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N86°31'54"W A DISTANCE OF 11.04 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N89°05'14"W A DISTANCE OF 43.32 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N82°52'12"W A DISTANCE OF 0.08 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LOT 9, BLOCK 1; THENCE LEAVING SAID FENCE LINE N00°03'00"E ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 54.02 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 2,241 SQUARE FEET MORE OR LESS.

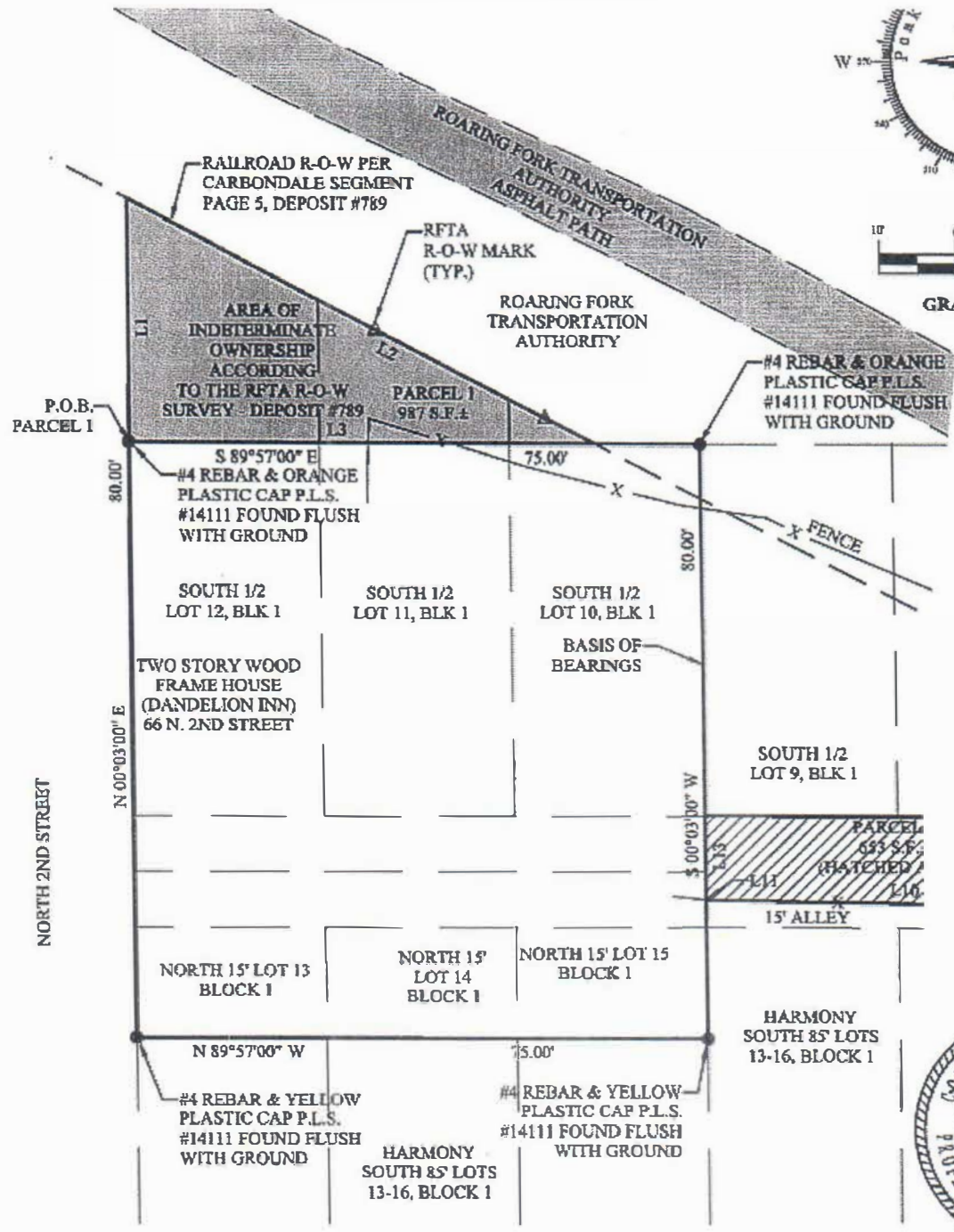
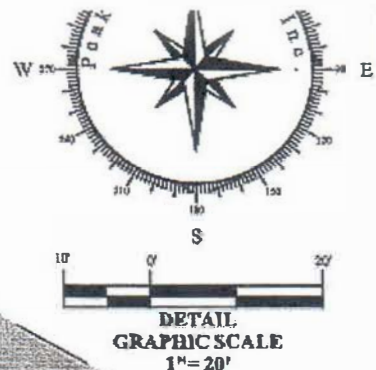
LINE TABLE		
LINE #	BEARING	DISTANCE
L4	S00°03'00"W	7.26'
L7	S62°10'33"E	66.24'
L8	S09°45'27"W	24.84'
L9	N86°31'54"W	11.04'
L10	N89°05'14"W	43.32'
L11	N82°52'12"W	0.08'
L12	N00°03'00"E	54.02'



Drawn By	CHKD.	Date	Revision	By
JRN				
JRN				
DATE: OCTOBER 28, 2021				
COMPUTER FILE: 049-RFTADESC				

STEPHEN H. ZLOTNICK
TOWN OF CARBONDALE, COLORADO
EXHIBIT C
S1/2 LOTS 7-9 & ALLEY BLOCK 1
66 N. 2ND STREET

Project NO. 21049
1 OF 1



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°03'00"E	32.24'
L2	S62°10'33"E	69.19'
L3	N89°57'00"W	61.22'

PROPERTY DESCRIPTION - PARCEL 1

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO BEING SITUATED IN THE NORTH 1/2 OF LOTS 10-12, BLOCK 1 AND BEING DESCRIBED IN THE CORRECTION BARGAIN AND SALE DEED RECORDED SEPTEMBER 09, 2008 AS RECEPTION NO. 755399, CARBONDALE TOWNSITE, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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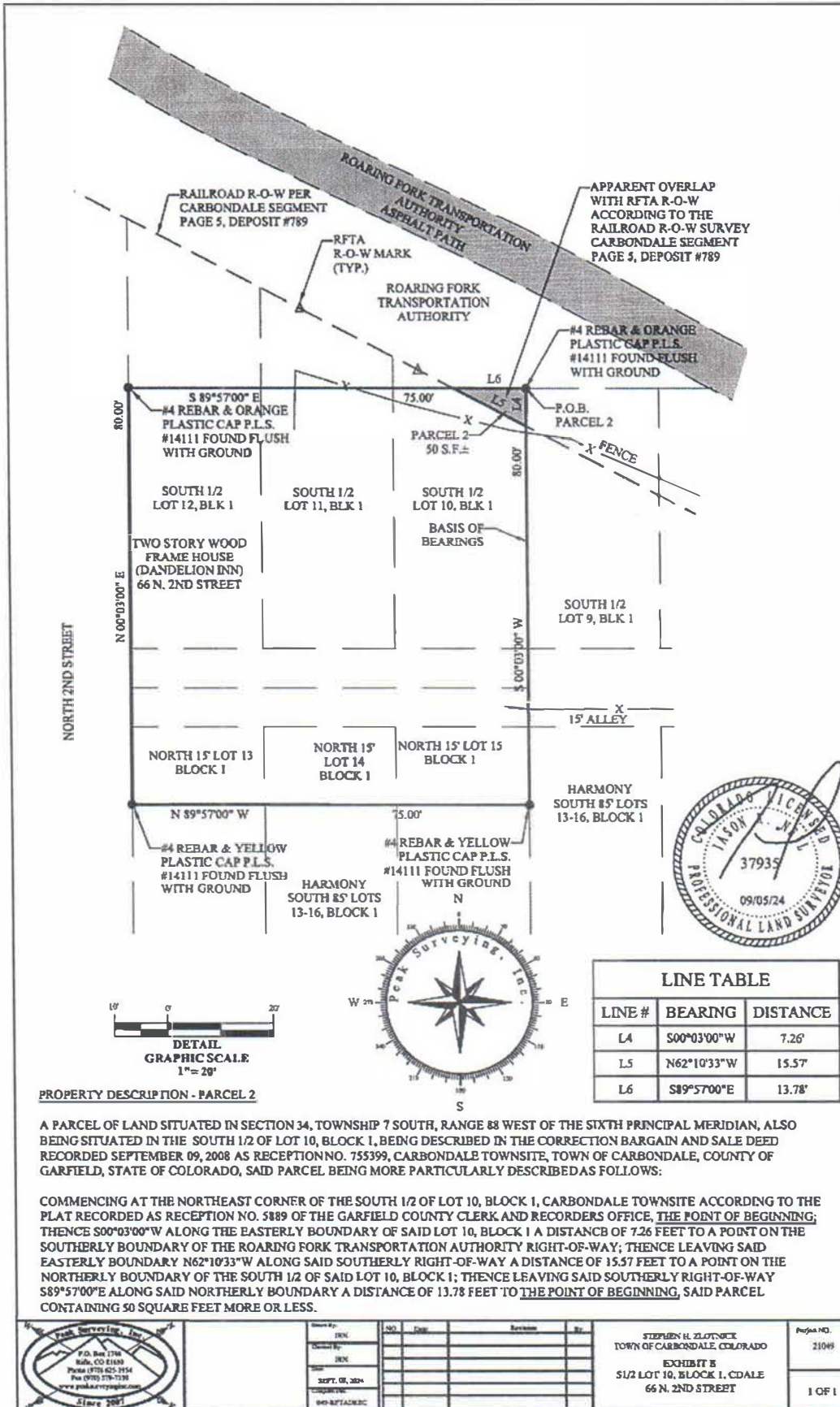


EXHIBIT E TO SETTLEMENT AGREEMENT

QUITCLAIM DEED

This Quitclaim Deed is made on _____, 2025, between the ROARING FORK TRANSPORTATION AUTHORITY, (Grantor) whose address is 0051 Service Center Road, Aspen, CO 81611, for Ten Dollars (\$10.00) and other good and valuable consideration, hereby sells and quitclaims to STEPHEN H ZLOTNICK (Grantee) whose address 66 N. 2nd Street, Carbondale, CO 81623,., all its right, title and interest in and to the following real property in the County of Garfield, State of Colorado, to-wit:

Parcel 3 as defined and described on the attached **Exhibit C** with all its appurtenances and improvements subject to liens, easements and rights-of-way of record.

SIGNED this _____ day of _____, 2025.

Grantor: ROARING FORK TRANSPORTATION AUTHORITY.

By Kurt Ravenschlag Its CEO

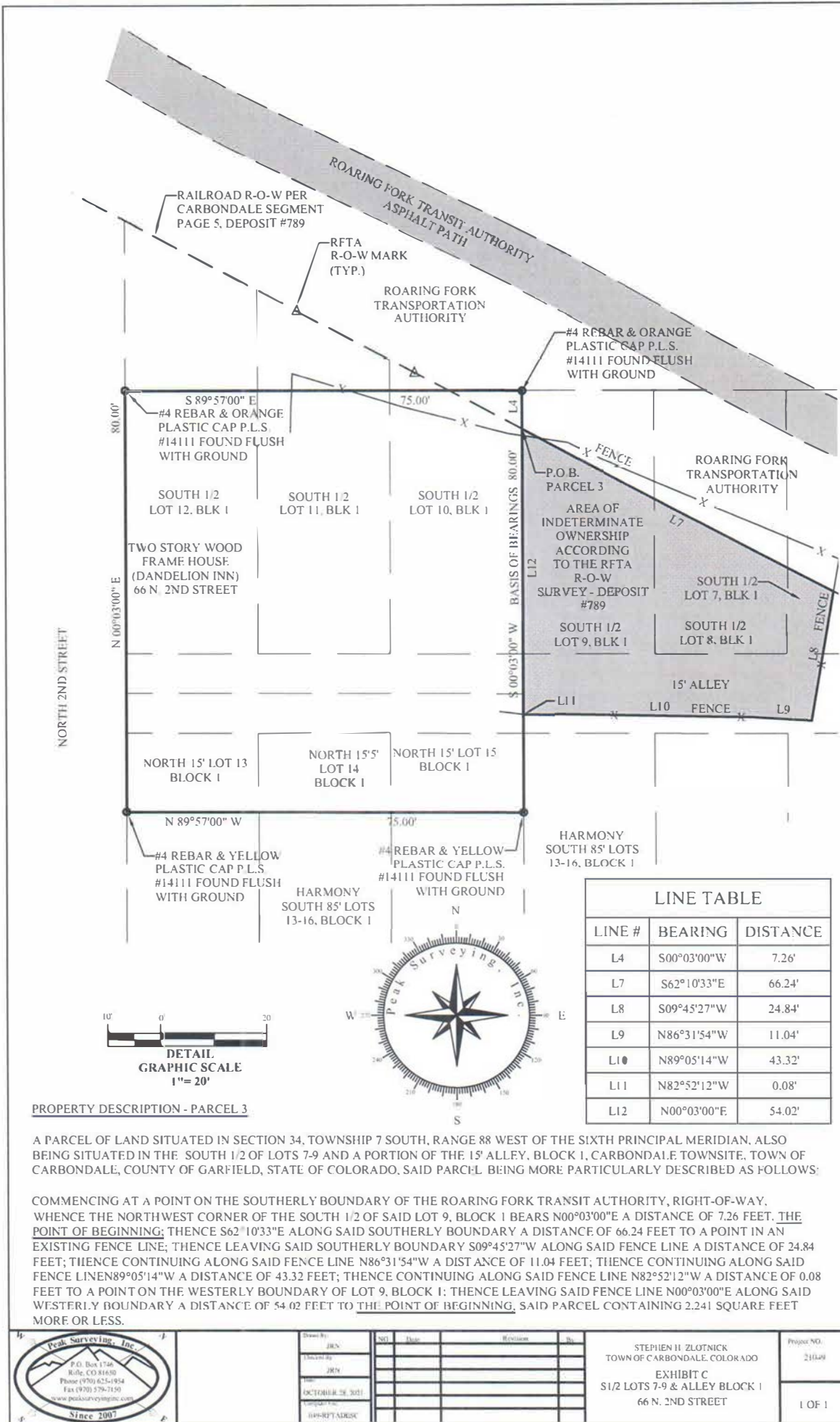
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Quitclaim Deed was acknowledged and signed before me this _____ day of _____, 2025, by the ROARING FORK TRANSPORTATION AUTHORITY.

by: _____ as _____

WITNESS my hand and official seal.
My commission expires:

Notary Public



LINE TABLE

LINE #	BEARING	DISTANCE
L4	S00°03'00"W	7.26'
L7	S62°10'33"E	66.24'
L8	S09°45'27"W	24.84'
L9	N86°31'54"W	11.04'
L10	N89°05'14"W	43.32'
L11	N82°52'12"W	0.08'
L12	N00°03'00"E	54.02'

PROPERTY DESCRIPTION - PARCEL 3

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO BEING SITUATED IN THE SOUTH 1/2 OF LOTS 7-9 AND A PORTION OF THE 15' ALLEY, BLOCK 1, CARBONDALE TOWNSITE, TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY BOUNDARY OF THE ROARING FORK TRANSIT AUTHORITY, RIGHT-OF-WAY, WHENCE THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID LOT 9, BLOCK 1 BEARS N00°03'00"E A DISTANCE OF 7.26 FEET, THE POINT OF BEGINNING; THENCE S62°10'33"E ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 66.24 FEET TO A POINT IN AN EXISTING FENCE LINE; THENCE LEAVING SAID SOUTHERLY BOUNDARY S09°45'27"W ALONG SAID FENCE LINE A DISTANCE OF 24.84 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N86°31'54"W A DISTANCE OF 11.04 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N89°05'14"W A DISTANCE OF 43.32 FEET; THENCE CONTINUING ALONG SAID FENCE LINE N82°52'12"W A DISTANCE OF 0.08 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LOT 9, BLOCK 1; THENCE LEAVING SAID FENCE LINE N00°03'00"E ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 54.02 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 2.241 SQUARE FEET MORE OR LESS.



Drawn By	SG	Date	Revision	By
JRS				
JRS				

STEPHEN H. ZLOTNICK
TOWN OF CARBONDALE, COLORADO
EXHIBIT C
S1/2 LOTS 7-9 & ALLEY BLOCK 1
66 N. 2ND STREET

Project NO.
21049

1 OF 1

ENCROACHMENT ABATEMENT AGREEMENT

This Encroachment Abatement Agreement (this "Agreement") dated _____, 202__ to be effective as of the ____ day of January, 2025 by and between the Roaring Fork Transportation Authority, a Colorado regional transportation authority organized pursuant to Title 43 of the Colorado Revised Statutes ("RFTA"), whose address is 2307 Wulfsohn Road, Glenwood Springs, Colorado 81601 and Stephen H. Zlotnick, whose address is 66 N 2nd Street, Carbondale, Colorado 81623 ("Owner").

RECITALS

A. RFTA is the record title owner of the rail corridor ("Railroad Corridor"), described in that Correction Bargain and Sale Deed recorded at Reception No. 755399 in the office of the Clerk and Recorder of Garfield County on 09/09/2008, and also as referred to in that that Bargain and Sale Agreement recorded July 7, 1997 as Reception No. 405937 in the office of the Pitkin County Clerk and Recorder, and that Roaring Fork Transportation Authority Intergovernmental Agreement recorded in the office of the Pitkin County Clerk and Recorder on August 2, 2018 as Reception No. 649251, and also recorded in the office of the Eagle County Clerk and Recorder on August 3, 2008 as Reception No. 20183204 and also recorded in the office of the Clerk and Recorder of Garfield County on August 13, 2018 as Reception No. 910153.

B. Owner is the owner of certain real property that abuts the Railroad Corridor described as:

Section: 34 Township: 7 Range: 88
Subdivision: Original Townsite of Carbondale:
Block: 1, Lot 10 through Lot 12
Subdivision: Original Townsite of Carbondale:
S 50' of Lots 10-12, also the 15' of the alley lying in Block 1,
also a TR in Lots 13-15, also a strip 17' x 130' B

County of Garfield, State of Colorado (the "Owner's Property") also described as:

PARCEL A:

South one-half of Lot 10. 11 and 12. Block 1, TOWN OF CARBONDALE

AND

The North one-half of that portion of the alley abutting Lot 10. 11 and 12. Block 1, TOWN OF CARBONDALE.

PARCEL B:

C. Owner has agreed to waive any claim to the following Parcel B, to which RFTA claims ownership:

A parcel of land situated in Lots 13, 14 and 15, Block 1, TOWN OF CARBONDALE, being more fully described as follows:

Beginning at the Northwesterly corner of said Lot 14: thence S. 89°57'00"- E. 75 feet along the Northerly Boundary of said Lots 13, 14. and 15 to the Northeasterly corner of said Lot 15; thence S. 00°03'00"-W. 15.00 feet along the Easterly boundary of said Lot 15. thence N. 89°57'00" W. 75 to the Westerly boundary of said Lot 13: thence N. 00°03'00"-E. 15.00 feet along said Westerly boundary to the Point of Beginning.

AND

The South one-half of that portion of the alley abutting Lots 13. 14 and 15. Block 1. TOWN OF CARBONDALE, as vacated by Ordinance No. 12. recorded May 26. 1982 in Book 600 at Page 160 as Reception No. 328081.

D. A fence has been made to and/or installed in the Railroad Corridor by Owner without the prior written consent of RFTA (collectively, the "Fence Encroachment").

E. The Fence Encroachment is generally depicted on the photograph on Exhibit A attached hereto and incorporated by this reference herein.

F. Owner has agreed to abate the Fence Encroachment, subject to and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, RFTA and Owner covenant and agree as follows:

1. Abatement. As an inducement for RFTA to grant the temporary license to Owner, Owner hereby agrees to abate the Fence Encroachment in the Railroad Corridor and return the area of the encroachment to its natural condition no later than January 1, 2027.

The Fence Encroachment and all other encroachments shall be removed at the cost and expense of Owner no later than January 1, 2027

2. Temporary License. RFTA grants Owner a temporary license pending the abatement and removal of the Encroachment no later than January 1, 2027. Owner shall pay RFTA the RFTA license fee of One Hundred Dollars (\$100) per year. If RFTA in its reasonable discretion believes that the Encroachment has or will preclude or permanently interfere with RFTA's ability to preserve the Railroad Corridor for future private and public transportation option to maintain the Corridor's railbanked status under the National Trails System Act, 16 U.S.C. 1247(d), RFTA may terminate the temporary license at any time. In the event of termination, RFTA shall notify Owner and Owner must remove all encroachments that were

improved and/or installed without the prior written consent of RFTA and that RFTA reasonably believes jeopardizes the railbanked status of the Corridor (i.e. the Railroad Corridor shall be returned to its original grade).

3. Failure to Abate. If Owner fails to timely remove all materials and complete such abatement work as provided hereinabove, such encroachments shall be deemed as an ongoing trespass and Owner acknowledges and agrees that RFTA shall have the right to take appropriate legal action to prevent such an ongoing trespass, including the right to remove the Encroachment and bill the Owner for the actual cost of such removal. Failure to pay the actual costs within thirty (30) days after the date of RFTA's invoice may result in a lien for such cost being placed on Owner's property.

4. Waiver and Indemnification. In the event RFTA removes the Encroachment in accordance with Paragraph 4 above, Owner agrees to indemnify, defend and hold harmless RFTA, and its subsidiaries and affiliates, agents, officers, directors and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind resulting from or caused by the Encroachments, except to the extent such claims arise from RFTA's willful misconduct or gross negligence.

5. Changes and Alterations. None of the existing Encroachments shall be changed or enlarged except as expressly permitted hereby, nor shall any new encroachments in the Railroad Corridor be permitted, without obtaining prior written approval and a fully executed license therefor from RFTA.

6. Miscellaneous.

A. This Agreement is specific to the Owner and shall not inure to the benefit of any successor, and the encroachment shall be removed in its entirety prior to and as a condition of conveyance of any interest in Owner's property during the period of the allowed encroachment.

B. Jurisdiction, Prevailing Party Attorney Fees. This License Agreement shall be governed and construed in accordance with the laws of the State of Colorado and federal law as applicable concerning RFTA's exclusive ownership, use, possession, and control of its railbanked Corridor. Should any litigation be commenced between the parties hereto concerning any provision hereof or the rights or duties of any person in relation hereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney fees and costs incurred in such litigation which will be determined by the court in such litigation or in a separate action brought for that purpose.

C. Amendments. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties hereto

D. Entire Agreement. This Agreement constitutes the entire understanding and Agreement between the parties. All preceding agreements relating to the subject matter hereof, if any, whether written or oral, are hereby merged into this Agreement.

E. Further Acts. The parties agree to perform such further acts and to execute and deliver such further agreements or other documents as may be reasonably necessary to effectuate and carry out the provisions of this Agreement. The parties agree to fully and promptly cooperate to correct any scrivener, clerical or other errors found in any legal descriptions or in any other provision of this Agreement or any exhibits hereto.

F. Facsimile, Counterparts. A facsimile, telecopy or other reproduction of this Agreement may be executed by the parties and shall be considered valid, binding and effective for all purposes. At the request of either party, the parties agree to execute an original of this Agreement, as well as any facsimile, telecopy or other reproduction. This Agreement may be executed in counterparts and, as executed, shall constitute one Agreement binding on all of the parties hereto notwithstanding that all said parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Encroachment Abatement Agreement effective as of the day and year first written above.

ROARING FORK TRANSPORTATION AUTHORITY

By: _____

Kurt Ravenschlag, CEO

Owner

Stephen H. Zlotnick

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing Encroachment Abatement Agreement was acknowledged this day of _____, 2025 by Kurt Ravenshlag CEO of the Roaring Fork Transportation Authority.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing Encroachment Abatement Agreement was acknowledged this ____ day of _____, 2024 by Stephen H. Zlotnick.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"

[Attach Map Showing Encroachments]

EXHIBIT F TO SETTLEMENT AGREEMENT
ENCROACHMENT ABATEMENT AGREEMENT

This Encroachment Abatement Agreement (this "Agreement") dated _____, 202__ to be effective as of the ____ day of _January, 2025 by and between the Roaring Fork Transportation Authority, a Colorado regional transportation authority organized pursuant to Title 43 of the Colorado Revised Statutes ("RFTA"), whose address is 2307 Wulfsohn Road, Glenwood Springs, Colorado 81601 and Stephen H. Zlotnick, whose address is 66 N 2nd Street, Carbondale, Colorado 81623 ("Owner").

RECITALS

A. RFTA is the record title owner of the rail corridor ("Railroad Corridor"), described in that Correction Bargain and Sale Deed recorded at Reception No. 755399 in the office of the Clerk and Recorder of Garfield County on 09/09/2008, and also as referred to in that Bargain and Sale Agreement recorded July 7, 1997 as Reception No. 405937 in the office of the Pitkin County Clerk and Recorder, and that Roaring Fork Transportation Authority Intergovernmental Agreement recorded in the office of the Pitkin County Clerk and Recorder on August 2, 2018 as Reception No. 649251, and also recorded in the office of the Eagle County Clerk and Recorder on August 3, 2008 as Reception No. 20183204 and also recorded in the office of the Clerk and Recorder of Garfield County on August 13, 2018 as Reception No. 910153.

B. Owner is the owner of certain real property that abuts the Railroad Corridor described as:

Section: 34 Township: 7 Range: 88
Subdivision: Original Townsite of Carbondale:
Block: 1, Lot 10 through Lot 12
Subdivision: Original Townsite of Carbondale:
S 50' of Lots 10-12, also the 15' of the alley lying in Block 1,
also a TR in Lots 13-15, also a strip 17' x 130' B

County of Garfield, State of Colorado (the "Owner's Property") also described as:

PARCEL A:

South one-half of Lot 10. 11 and 12. Block 1, TOWN OF CARBONDALE

AND

The North one-half of that portion of the alley abutting Lot 10. 11 and 12. Block 1, TOWN OF CARBONDALE.

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A parcel of land situated in Lots 13, 14 and 15, Block 1, TOWN OF CARBONDALE, being more fully described as follows:

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AND

The South one-half of that portion of the alley abutting Lots 13, 14 and 15, Block 1, TOWN OF CARBONDALE, as vacated by Ordinance No. 12, recorded May 26, 1982 in Book 600 at Page 160 as Reception No. 328081.

D. A fence has been made to and/or installed in the Railroad Corridor by Owner without the prior written consent of RFTA (collectively, the "Fence Encroachment").

E. The Fence Encroachment is generally depicted on the photograph on Exhibit A attached hereto and incorporated by this reference herein.

F. Owner has agreed to abate the Fence Encroachment, subject to and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, RFTA and Owner covenant and agree as follows:

1. Abatement. As an inducement for RFTA to grant the temporary license to Owner, Owner hereby agrees to abate the Fence Encroachment in the Railroad Corridor and return the area of the encroachment to its natural condition no later than January 1, 2027.

The Fence Encroachment and all other encroachments shall be removed at the cost and expense of Owner no later than January 1, 2027

2. Temporary License. RFTA grants Owner a temporary license pending the abatement and removal of the Encroachment no later than January 1, 2027. Owner shall pay RFTA the RFTA license fee of One Hundred Dollars (\$100) per year. If RFTA in its reasonable discretion believes that the Encroachment has or will preclude or permanently interfere with RFTA's ability to preserve the Railroad Corridor for future private and public transportation

option to maintain the Corridor's railbanked status under the National Trails System Act, 16 U.S.C. 1247(d), RFTA may terminate the temporary license at any time. In the event of termination, RFTA shall notify Owner and Owner must remove all encroachments that were improved and/or installed without the prior written consent of RFTA and that RFTA reasonably believes jeopardizes the railbanked status of the Corridor (i.e. the Railroad Corridor shall be returned to its original grade).

3. Failure to Abate. If Owner fails to timely remove all materials and complete such abatement work as provided hereinabove, such encroachments shall be deemed as an ongoing trespass and Owner acknowledges and agrees that RFTA shall have the right to take appropriate legal action to prevent such an ongoing trespass, including the right to remove the Encroachment and bill the Owner for the actual cost of such removal. Failure to pay the actual costs within thirty (30) days after the date of RFTA's invoice may result in a lien for such cost being placed on Owner's property.

4. Waiver and Indemnification. In the event RFTA removes the Encroachment in accordance with Paragraph 4 above, Owner agrees to indemnify, defend and hold harmless RFTA, and its subsidiaries and affiliates, agents, officers, directors and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind resulting from or caused by the Encroachments, except to the extent such claims arise from RFTA's willful misconduct or gross negligence.

5. Changes and Alterations. None of the existing Encroachments shall be changed or enlarged except as expressly permitted hereby, nor shall any new encroachments in the Railroad Corridor be permitted, without obtaining prior written approval and a fully executed license therefor from RFTA.

6. Miscellaneous.

A. This Agreement is specific to the Owner and shall not inure to the benefit of any successor, and the encroachment shall be removed in its entirety prior to and as a condition of conveyance of any interest in Owner's property during the period of the allowed encroachment.

B. Jurisdiction, Prevailing Party Attorney Fees. This License Agreement shall be governed and construed in accordance with the laws of the State of Colorado and federal law as applicable concerning RFTA's exclusive ownership, use, possession, and control of its railbanked Corridor. Should any litigation be commenced between the parties hereto concerning any provision hereof or the rights or duties of any person in relation hereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney fees and costs incurred in such litigation which will be determined by the court in such litigation or in a separate action brought for that purpose.

C. Amendments. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties hereto

D. Entire Agreement. This Agreement constitutes the entire understanding and Agreement between the parties. All preceding agreements relating to the subject matter hereof, if any, whether written or oral, are hereby merged into this Agreement.

E. Further Acts. The parties agree to perform such further acts and to execute and deliver such further agreements or other documents as may be reasonably necessary to effectuate and carry out the provisions of this Agreement. The parties agree to fully and promptly cooperate to correct any scrivener, clerical or other errors found in any legal descriptions or in any other provision of this Agreement or any exhibits hereto.

F. Facsimile, Counterparts. A facsimile, telecopy or other reproduction of this Agreement may be executed by the parties and shall be considered valid, binding and effective for all purposes. At the request of either party, the parties agree to execute an original of this Agreement, as well as any facsimile, telecopy or other reproduction. This Agreement may be executed in counterparts and, as executed, shall constitute one Agreement binding on all of the parties hereto notwithstanding that all said parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Encroachment Abatement Agreement effective as of the day and year first written above.

ROARING FORK TRANSPORTATION AUTHORITY

By: _____
Kurt Ravenschlag, CEO

Owner

Stephen H. Zlotnick

STATE OF COLORADO)
COUNTY OF _____) ss

The foregoing Encroachment Abatement Agreement was acknowledged this ____ day of _____, 2025 by Kurt Ravenshlagas CEO of the Roaring Fork Transportation Authority.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
COUNTY OF _____) ss

The foregoing Encroachment Abatement Agreement was acknowledged this ____ day of _____, 2024 by Stephen H. Zlotnick.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"

[Attach Map Showing Encroachments]

RFTA BOARD OF DIRECTORS MEETING
“PRESENTATION/ACTION” AGENDA SUMMARY ITEM # 5. B.

Meeting Date:	January 9, 2025
Subject:	Resolution 2025-02: Designating a Location for Posting Public Meeting Notices of the Roaring Fork Transportation Authority (RFTA) Board of Directors
Strategic Outcome:	7.0 High Performing Organization
Strategic Objective:	7.4 Actively engage the public about plans, projects, and service changes 7.5 Ensure appropriate transparency of all RFTA business
Presented By:	Nicole Schoon, Executive Assistant and Board Secretary
Staff Recommendation:	Staff recommends that the Board adopt Resolution 2025-02 and designate the Blake Street Offices at 1517 Blake Avenue, Glenwood Springs, CO 81601, as the official location for posting Board public notices.
Executive Summary:	Officially designate the Blake Street Offices at 1517 Blake Avenue, Glenwood Springs, Colorado 81601, as the official location for posting Board Public notices.
Background/Discussion:	C.R.S. § 24-6-402(2)(c) provides that each local government body shall annually designate a location where its meeting notices will be posted. In addition to the Blake Street Offices, the notices of Board meetings will continue to be posted at the Aspen Maintenance Facility and in each jurisdiction’s Town Hall, in a public place for posting notices. Public Notices will also be posted on the RFTA website (http://www.rfta.com).
Governance Policy:	This is required by state law. Additionally, Board Awareness & Support policy 2.10.6 states, “The CEO shall supply for the Board’s Consent Agenda, along with applicable monitoring information, all decisions delegated to the CEO yet required by law, regulation or contract to be Board-approved.”
Fiscal Implications:	None at this time.
Exhibits/Attachments:	1. Exhibit 1: Resolution 2025-02: Designating a Location for Posting Public Meeting Notices of the Roaring Fork Transportation Authority (RFTA) Board of Directors

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-02**

**DESIGNATING A LOCATION FOR POSTING PUBLIC MEETING NOTICES OF THE ROARING FORK
TRANSPORTATION AUTHORITY (RFTA) BOARD OF DIRECTORS**

WHEREAS, Colorado Revised Statutes § 24-6-402(2)(c), as amended, requires local governments to designate public notice posting locations annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, the Colorado Open Meetings Law requires that all meetings at which the adoption of any proposed RFTA policy or other formal action be held only after full and timely notice to the public; and

WHEREAS, the Colorado Open Meetings Law requires that meetings at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted at least twenty-four (24) hours prior to such meeting; and

WHEREAS, the Board of Directors of the Roaring Fork Transportation Authority has previously designated the Blake Street Offices, as the location for posting public meeting notices of RFTA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roaring Fork Transportation Authority:

1. Roaring Fork Transportation Authority Board of Directors hereby designates the Blake Street Offices, 517 Blake Avenue, Glenwood Springs, CO 81601 as the public place within its boundaries at which it will post a notice no less than twenty-four (24) hours prior to a meeting, pursuant to § 24-6-402(2)(c) C.R.S., as amended.
2. The posting place for notices of regular and special meetings of the Board of Directors of the Roaring Fork Transportation Authority shall also be on its website at <https://www.rfta.com>. RFTA shall provide the address of the website to the Department of Local Affairs for inclusion in the inventory maintained pursuant to C.R.S. § 24-32-116.
3. RFTA shall, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate and shall consider linking the notices to any appropriate social media accounts of RFTA.
4. RFTA will have each of the local jurisdictions (City of Aspen, City of Glenwood Springs, Town of Basalt, Town of Carbondale, Town of New Castle, Eagle County, Garfield County, and Pitkin County) post RFTA meeting notices on their public bulletin boards as an added courtesy, convenience, and transparency for our citizens and taxpayers; and
5. This status will be in place unless revoked by another resolution stating different locations of posting.

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of January, 2025.

**ROARING FORK TRANSPORTATION AUTHORITY
By and through its BOARD OF DIRECTORS:**

By: _____
Greg Poschman, Vice-Chair, as Acting Chair

I, the Secretary of the Board of Directors (the "Board") of the Roaring Fork Transportation Authority (the "Authority") do hereby certify that (a) the foregoing Resolution was adopted by the Board at a meeting held on January 9, 2025; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours' written notice of such meeting to each Director and Alternate Director of the Authority and to the Governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with the Roaring Fork Transportation Authority Intergovernmental Agreement, as amended, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this 9th day of January, 2025.

Nicole R. Schoon, Secretary to the RFTA Board of Directors

RFTA BOARD OF DIRECTORS MEETING
“PRESENTATION/ACTION” AGENDA SUMMARY ITEM # 5. C.

Meeting Date:	January 9, 2025
Subject:	Resolution 2025-03: Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities.
Strategic Outcome:	1.0 Accessibility & Mobility
Strategic Objective:	1.3 Increase alternative mode splits throughout the region 1.7 Connect all member jurisdictions by transit and trails
Presented By:	David Pesnichak, COO
Staff Recommendation:	Approve Resolution 2025-03, and authorize the Board Chair to execute the IGA Renewal
Executive Summary:	<ol style="list-style-type: none"> 1. Staff is seeking advance Board authorization for the RFTA Board Chair to execute the IGA Renewal. Execution of the IGA will formalize Garfield County’s \$544,500 contribution for the Grand Hogback bus service in 2025. 2. RFTA greatly appreciates the willingness of the County to continue its contribution for this worthwhile commuter bus service in 2025 in the amount of \$544,500.
Background/Discussion:	<ol style="list-style-type: none"> 1. In December 2009, the RFTA Board approved the IGA for Transit Services (the Hogback agreement). The agreement committed Garfield County to providing up to \$614,000 in operating assistance to RFTA for the Grand Hogback bus service in 2010. 2. In 2011, Garfield County amended the IGA by adding a paragraph that will allow its \$650,000 contribution to the Grand Hogback bus service (and its contributions in subsequent years) to be approved by means of an Intergovernmental Agreement Renewal or Change Order Letter instead of amending the IGA every year. 3. For 2017, Garfield County crafted a new IGA, which incorporated most of the provisions included in the original 2010 IGA, but which updated the language and eliminated some of the unnecessary provisions. 4. For 2019, the County increased its contribution to \$760,240, which was 4% over the \$731,000 amount provided in 2018. 5. Initially in 2020, the County approved \$760,240 for the Hogback bus service, however, due to COVID-19, the Hogback bus service levels were lower than originally planned and the revised estimate of the County’s share in 2020 was \$666,921. However, because the County’s grant for the Hogback bus service in 2021 was anticipated to be \$500,000 (due to the County’s severe budgetary constraints in 2021) and the estimated cost is \$633,706, the BOCC agreed to approve the full \$760,240 grant amount in 2020 and allow RFTA to apply the \$93,319 difference (760,240 - \$666,921) to help offset the 2021 short fall of \$133,706 (\$633,706 – \$500,000).

	6. In 2023 the IGA committed Garfield County to providing \$550,000 in operating assistance to RFTA for the Grand Hogback bus service.
Governance Policy:	Board Governance Policy 2.4.5 states, “The Board will approve RFTA’s annual operating budget (subject to its meeting the criteria set forth in the Financial Planning/Budget policy).”
Fiscal Implications:	Garfield County has budgeted \$544,500 for the Hogback bus service in 2025. RFTA relies on this funding to help support the Hogback bus service.
Exhibits/Attachments:	<ol style="list-style-type: none"> 1. Exhibit 1: Resolution 2025-03: Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities 2. Exhibit 2: Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-03**

AUTHORIZATION FOR THE ROARING FORK TRANSPORTATION AUTHORITY TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES IN UNINCORPORATED GARFIELD COUNTY AND TO NON-MEMBER MUNICIPALITIES.

WHEREAS, Pitkin County, Eagle County, the City of Glenwood Springs, the City of Aspen, the Town of Carbondale, the Town of Basalt, and the Town of Snowmass Village (the “Cooperating Governments”) on September 12, 2000, entered into an Intergovernmental Agreement to form a Rural Transportation Authority, known as the Roaring Fork Transportation Authority (“RFTA” or “Authority”), pursuant to Title 43 Article 4, Part 6, Colorado Revised Statutes; and

WHEREAS, on November 7, 2000, the electors within the boundaries of the Cooperating Governments approved the formation of a Rural Transportation Authority; and

WHEREAS, the Town of New Castle elected to join the Authority on November 2, 2004; and

WHEREAS, the Roaring Fork Transportation Authority (RFTA) is a political subdivision of the State of Colorado and therefore an eligible applicant for grants from Federal, State and local sources; and

WHEREAS, the Roaring Fork Transportation Authority (RFTA) and Garfield County entered into an Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities in 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roaring Fork Transportation Authority:

1. The above recitals are hereby incorporated as findings by the RFTA Board of Directors.
2. The attached agreement with Garfield County to provide Transit Services among both the State Highway 82/Roaring Fork River Corridor and the Grand Hogback Corridor in 2025 is hereby approved.
3. The attached agreement reflects Financial Support from Garfield County in 2025, in the amount of \$544,500.00, to the Grand Hogback service costs.
4. The Board Chair is hereby authorized to execute the attached Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities.

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INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of January, 2025.

**ROARING FORK TRANSPORTATION AUTHORITY
By and through its BOARD OF DIRECTORS:**

By: _____
Greg Poschman, Vice-Chair as Acting Chair

I, the Secretary of the Board of Directors (the "Board") of the Roaring Fork Transportation Authority (the "Authority") do hereby certify that (a) the foregoing Resolution was adopted by the Board at a meeting held on January 9, 2025; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours' written notice of such meeting to each Director and Alternate Director of the Authority and to the Governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with the Roaring Fork Transportation Authority Intergovernmental Agreement, as amended, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this 9th day of January, 2025.

Nicole R. Schoon, Secretary to the RFTA Board of Directors

**INTERGOVERNMENTAL AGREEMENT
FOR TRANSIT SERVICES IN UNINCORPORATED GARFIELD COUNTY
AND TO NON-MEMBER MUNICIPALITIES**

THIS AGREEMENT is made and entered as of January 1, 2025, by and between the ROARING FORK TRANSPORTATION AUTHORITY ("RFTA") and the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO, ("the County" or "BOCC") (together, "the Parties").

RECITALS

- A. RFTA is a regional transportation authority created pursuant C.R.S. § 43-4-601 *et seq.*
- B. The County is a body politic and corporate of the State of Colorado whose powers are exercised by the BOCC pursuant to C.R.S. §§ 30-5-125 and 30-11-103.
- C. The Parties are authorized to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other pursuant to Section 18(2)(a) and (2)(b) of Article XIV and Section 2 of Article XI of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*
- D. The Parties are further authorized to contract and cooperate with one another to develop, maintain and operate mass transit systems pursuant to the provisions of C.R.S. §§ 30-11-101(1)(£) and (1)0) and C.R.S. 43-4-605, as amended.
- E. The County is not currently a member of RFTA but has partnered with RFTA in numerous ways, including providing financial support to help fund regional bus services and trails.
- F. Since at least 2008, the County has partnered with RFTA to help fund public bus service along the Grand Hogback corridor between the cities of Rifle, New Castle and Glenwood Springs, serving the Town of Silt and parts of unincorporated Garfield County (the "Grand Hogback Corridor").
- G. The County desires to continue to provide financial support for the Grand Hogback Corridor public bus service for 2025 pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the understanding of the Parties and terms of agreement with respect to the provision of transit services by RFTA to the citizens of and visitors to Garfield County and the non-RFTA member jurisdictions therein.

2. **Transit Services.**

A. **State Highway 82/Roaring Fork River Corridor.** The County hereby consents to RFTA providing transit services to visitors and inhabitants of Garfield County on or along the State Highway 82 corridor, providing service stops at Catherine Store (CR 100), the Ranch at Roaring Fork, CMC Road (CR 154) and Buffalo Valley. Additional Service stops in this corridor may be permitted through written agreement of the parties.

B. Grand Hogback Corridor. For the period of time set specified in this agreement, RFTA agrees to maintain the Grand Hogback public bus service at the same or comparable times as those published in the Grand Hogback public bus schedule effective 11.26.2024 – 04.20.2025, which is attached as Exhibit A. The County further consents to RFTA providing bus service to the Cottonwood Mobile Home Park as the sole stop along the Grand Hogback Corridor in unincorporated Garfield County. Additional service and additional stops may be agreed upon through future written agreement of the parties.

3. Public Input Regarding Service Plan. RFTA, through its Board of Directors, Chief Executive Officer, and Management Staff, shall take appropriate means to elicit public input regarding its policies and procedures, its service plan, rate structure, level of service, routing and other matters affecting the delivery of public bus service to residents and visitors of the County. In furtherance of this objective, to the extent not contrary to law, the County shall be entitled to appoint one (1) County Commissioner to the RFTA Board of Directors in a non-voting advisory role.

4. Financial Support. RFTA estimates that the net operating cost to provide Grand Hogback commuter bus service for 2025 at current service levels will be \$3,782,073. The portion of the service between New Castle and Rifle has an estimated net operating cost of \$797,269. BOCC has agreed to contribute FIVE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$544,500.00) for the portion of the service costs between New Castle and Rifle for 2025. The BOCC has budgeted and appropriated this amount for payment in 2025. The amount paid pursuant to this Agreement will be utilized for the purpose of providing transit service in the Grand Hogback Corridor for 2025. The County will remit to RFTA payment within thirty (30) days of receipt of an invoice from RFTA.

5. Time of Performance. The transit services along the Grand Hogback Corridor shall be provided by RFTA commencing on January 1, 2025, no matter the date of execution of this Agreement.

6. Reduction in Grand Hogback Corridor Public Bus Service. If, during the term of this Agreement, RFTA decreases the level of the Grand Hogback public bus service from that which is comparable to the service levels set forth in Exhibit A, the County, at its sole discretion, may reduce the amount set forth above as payment to RFTA on a pro rata basis or may terminate this Agreement within thirty (30) days of written notice to RFTA. In either event, RFTA's decision to change service levels or fares along the Grand Hogback Corridor is not a breach of this Agreement or of any obligation to the County, and no prior permission or agreement with the County is required.

7. Insurance and Indemnification. To the extent permitted by Colorado law, RFTA shall defend, hold harmless and indemnify the County from and against any injury, claim or damage to any third party arising out of or in connection with RFTA's operations under this Agreement. The County shall be added as an additional named insured on RFTA's errors and omission and general liability policies and provide the County with evidence of such insurance coverage. Nothing herein is intended or shall be construed to constitute a waiver on the part of RFTA or the County of the provisions of C.R.S. § 24-10-101, as amended, otherwise known as the Colorado Governmental Immunity Act.

8. Termination.

A. Termination for Convenience. Either Party may terminate this Agreement upon ninety (90) days prior written notice to the other Party.

B. **Termination for Breach.** Either Party may terminate this Agreement for breach of the terms and conditions set forth herein if thirty (30) days' notice of breach has been provided to the other Party and that Party has failed to correct the alleged deficiency within that time frame.

9. **Entire Agreement.** This Agreement supersedes and controls all prior written and oral agreements and representation of the Parties. To the extent this Agreement is inconsistent with prior written and oral agreements, the Agreement set forth herein shall control, supersede and constitute the entire agreement of the Parties.

10. **Amendments and Modifications.** This Agreement shall not be amended or modified except by written agreement of the Parties.

11. **No Assignment.** RFTA may not assign any of its obligations under this Agreement without the written consent of the County.

12. **Captions.** The captions and headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

13. **Binding Effect.** This Agreement shall be recorded with the Clerk and Recorder of Garfield County, shall be binding upon and inure the benefit of the Parties hereto and their respective successors.

14. **Invalid Provision.** If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the Intention of the Parties that, if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, the other of which would render the provision valid, and then the provision shall have the meaning which renders it valid.

15. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligations contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

16. **Survival.** All rights concerning remedies shall survive any termination of this Agreement.

17. **Authority.** Each person signing this Agreement represents and warrants that person is fully authorized to enter into and execute this Agreement, and to bind the party represented to the terms and conditions hereof.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which, when taken together, shall be deemed on and the same instrument. Facsimile or photocopy signature copies of, or on behalf of, any party to this Agreement, or any subsequent modifications hereto, shall be effective for all purposes, including delivery, as an original.

19. **Notices.** All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth herein. All notices so given shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Any party by notice so given may change the address to which future notices shall be sent.

Notice to RFTA:

Kurt Ravenschlag, CEO
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
Telephone: (970) 384-4885

Notice to the County:

Fred Jarman, County Manager
Garfield County, Colorado
108 8th Street, Suite 101
Glenwood Springs, CO 81601
Telephone: (970) 945-5004

IN WITNESS WHEREOF, the Parties have executed duplicate originals of this Agreement.

ATTEST:

ROARING FORK TRANSPORTATION AUTHORITY

Nicole Schoon, Secretary to the RFTA
Board of Directors

By: _____
Greg Poschman, Vice-Chair, as Acting Chair

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

Jacklyn K. Harmon, Clerk of the Board

By _____
John Martin, Chairman

RFTA BOARD OF DIRECTORS MEETING
“PRESENTATION/ACTION” AGENDA SUMMARY ITEM # 6. A.

Meeting Date:	January 9, 2025
Subject:	Review of 2024 Strategic Work Plan
Strategic Outcome:	7.0 High Performing Organization
Strategic Objective:	7.5. Ensure appropriate transparency of all RFTA business 7.7. Continually seek ways to improve business process and service delivery
Presented By:	Kurt Ravenschlag, CEO
Staff Recommendation:	Review and discuss RFTA 2024 Strategic Work Plan accomplishments, primarily as they related to Board Work Plan Items.
Executive Summary:	RFTA staff will provide an overview of key milestones and achievements that were reached 2024.
Governance Policy:	Board Agenda Planning policy 4.3.2 states, “The annual (planning) cycle will start with Board’s development of its agenda plan for the next year: A.) The Board will identify its priorities for Outcomes and other issues to be resolved in the coming year, and will identify information gathering necessary to fulfill its role. This may include methods of gaining ownership input, governance education, and other education related to Outcomes issues, (e.g. presentations by futurists, advocacy groups, demographers, other providers, staff, etc.); and B.) At the commencement of the Board’s annual planning cycle, the Chair will prepare, for the Board’s approval, a tentative agenda plan for the following year’s meetings.”
Fiscal Implications:	Fiscal Implications were reflected in the 2024 RFTA Annual Budget.
Exhibits/Attachments:	1. Attachment 1 : 2024 Year in Review

RFTA BOARD OF DIRECTORS MEETING
“PRESENTATION/ACTION” AGENDA SUMMARY ITEM # 6. B.

Meeting Date:	January 9, 2025
Subject:	Summary of 2025 Work Plan
Strategic Outcome:	High Performing Organization
Strategic Objective:	7.5. Ensure appropriate transparency of all RFTA business 7.7. Continually seek ways to improve business process and service delivery
Presented By:	Kurt Ravenschlag, CEO
Staff Recommendation:	Review and discuss RFTA 2025 Strategic Work Plan, primarily as it relates to Board Work Plan Items, and provide staff with feedback.
Executive Summary:	RFTA staff will provide an overview of major staff work plan activities scheduled for 2025.
Governance Policy:	Board Agenda Planning policy 4.3.2 states, “The annual (planning) cycle will start with Board’s development of its agenda plan for the next year: A) The Board will identify its priorities for Outcomes and other issues to be resolved in the coming year, and will identify information gathering necessary to fulfill its role. This may include methods of gaining ownership input, governance education, and other education related to Outcomes issues, (e.g. presentations by futurists, advocacy groups, demographers, other providers, staff, etc.); and B) At the commencement of the Board’s annual planning cycle, the Chair will prepare, for the Board’s approval, a tentative agenda plan for the following year’s meetings.”
Fiscal Implications:	Fiscal Implications are reflected in the 2025 RFTA Annual Budget.
Exhibits/Attachments:	1. Attachment 1 : Overview of 2025 Work Plan

RFTA BOARD OF DIRECTORS MEETING
“PRESENTATION/ACTION” AGENDA SUMMARY ITEM # 7. A.

Meeting Date:	January 9, 2025
Subject:	Resolution 2025-04: Election of the Roaring Fork Transportation Authority (RFTA) Board Officers for 2025
Strategic Outcome:	7.0 High Performing Organization
Strategic Objective:	7.5 Ensure appropriate transparency of all RFTA business
Presented By:	Paul Taddune, General Counsel
Staff Recommends:	Approve Resolution 2025-04 and elect a Chairperson and Vice-Chairperson; appoint staff members, Nicole Schoon as Secretary and Michael Yang as Treasurer and Budget Officer.
Executive Summary:	<ul style="list-style-type: none"> • RFTA’s By-laws call for the election of Officers at the first regular meeting of the RFTA Board of Directors each year. • A Chair, Vice-Chair, Secretary and Treasurer/Budget Officer must be elected every year. Board may appoint staff members to serve as Secretary and Treasurer/Budget Officer. • Section 7.04. Term of the By-laws, as amended in 2010 states: “With the exception of the CEO, each Officer shall serve a one (1) year term commencing upon election or appointment by the Board. Each Officer shall serve until the end of his/her term or until his/her successor is elected or appointed or s/he is lawfully removed pursuant to State law, these Bylaws or the I.G.A. No member may serve as Chair for more than two consecutive one-year terms. No member may serve as Vice-Chair for more than two consecutive one-year terms. The Secretary and Treasurer may serve unlimited terms.” • The Board does not currently have an elected Chair due to Shelley Kaup resigning as Glenwood Springs City Council Member At-Large, necessitating her resignation from the RFTA Board. • According to the 2010 amended RFTA bylaws, Article VII, Officers, Section 7.07, Duty of Officers, Subsection (b) Vice Chair: “The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence, or disability of the Chair, shall have the authority, powers, and duties of the Chair. The Vice Chair shall have such additional authority, powers, and duties as prescribed by the Board.” • Greg Poschman has served as RFTA Vice-Chair for one year, having been elected Vice-Chair in January 2024. According to the By-laws Poschman is eligible to be re-elected as Vice-Chair for another one (1) year term. • Staff recommends that Nicole Schoon be elected as Secretary and that Michael Yang be elected as Treasurer/Budget Officer.

Governance Policy:	Election of Officers to the RFTA Board is governed by its By-laws. Article VII, Section 7.02 of the By-laws provides that the Board shall elect Officers at the first regular meeting of the Board each year. The Officers are; Chairperson, Vice-Chairperson, Secretary and Treasurer/Budget Officer. The Board may appoint staff members to serve as the Secretary and Treasurer/Budget Officer.
Fiscal Implications:	There are no fiscal implications related to the Election of RFTA Board Officers for 2025.
Exhibits/Attachments:	1. Exhibit 1 : Resolution 2025-04: Election of the Roaring Fork Transportation Authority (RFTA) Board Officers for 2025

Director _____ moved to approve the following Resolution

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-04**

**ELECTION OF THE ROARING FORK TRANSPORTATION AUTHORITY (RFTA) BOARD OFFICERS FOR
2025**

WHEREAS, pursuant to Section 7.02 of the Bylaws of the Roaring Fork Transportation Authority (“RFTA”), the Board of Directors shall elect Officers at the first regular meeting of the Board of the calendar year, each year; and

WHEREAS, pursuant to Section 7.02 of the Bylaws of RFTA, the current Board shall elect Officers by consent after canvassing members as to his/her interest in service, time availability, and qualifications.

Following a motion passed by the Board, the following persons were elected by consensus to serve as Officers of the Roaring Fork Transportation Authority Board of Directors for the year 2025.

_____, as Chairperson;

_____, as Vice-Chairperson;

_____, as Secretary; and

_____, as Treasurer and Budget Officer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roaring Fork Transportation Authority:

The above-named persons are elected to serve as Officers of the Roaring Fork Transportation Authority for the ensuing year or until their successors are duly elected and qualified.

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of January, 2025.

**ROARING FORK TRANSPORTATION AUTHORITY
By and through its BOARD OF DIRECTORS:**

By: _____
Greg Poschman, Vice-Chair, as Acting Chair

ATTEST: _____
Nicole R. Schoon, Secretary to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
“CONSENT” AGENDA SUMMARY ITEM # 7. B.**

Meeting Date:	January 9, 2025
Subject:	Resolution 2025-05: Resolution 2025-05: Appointing a Roaring Fork Transportation Authority (RFTA) Board Director to the Western Mountain Regional Housing Coalition (WMRHC)
Strategic Outcome:	3.0 Sustainable Workforce
Strategic Objective:	3.4 Find ways to reduce the hardship of commuting long distances on the workforce
Presented By:	Kurt Ravenschlag, CEO
Staff Recommends:	Staff recommends the Board approve Resolution 2025-05 and Appoint a RFTA Board Director to the Western Mountain Regional Housing Coalition (WMRHC).
Executive Summary:	As a member of the WMRHC, RFTA has the obligation to have a Board Director participate on the Coalition Board, to ensure that RFTA is involved in influencing policies.
Background/ Discussion:	<ul style="list-style-type: none"> • The Mission of Western Mountain Regional Housing Coalition is: We believe a regional approach that leverages the skills and resources of our communities is the foundation for increasing affordable housing. • The West Mountain Regional Housing Coalition serves the Roaring Fork and Colorado River Valleys as a tax-exempt, Colorado 501(c)(3) nonprofit corporation. • The West Mountain Regional Housing Coalition focuses on developing neutral programs that do not require the purchase of land or the construction of new units. Through WMRHC's initial program offerings, the Coalition seeks to preserve existing affordable housing and support local workforce in remaining in the community with stable housing. With the main goal of facilitating and developing programs aimed at increasing the availability and accessibility of affordable community housing within Pitkin, Eagle, and Garfield Counties. • The West Mountain Regional Housing Coalition's Deed Restriction Purchase Program provides a mechanism to convert open-market housing into deed-restricted housing, ensuring affordable housing for working locals in perpetuity. The program essentially bridges the gap for a qualified buy between what is available on the market and what is affordable by providing significant funds at closing towards the purchase of permanent price-capped deed restriction(s) on the property. • The Coalition acts as a regional hub for updated data to inform policy and increase understanding of the region's unique housing challenges. This work includes the 2019 Regional Housing Study, the 2022 COVID Impacts update to the 2019 study, the results of the recent Innovative Housing Grant, and more. • The Coalition is primarily funded through yearly membership fees from each local jurisdiction with a seat on the Board. Grants from state and regional partners also help the Coalition with specific initiatives. The Coalition is

	<p>currently seeking philanthropic dollars to support some of our more innovative programs.</p> <ul style="list-style-type: none"> • The Coalition is seeking to add additional programs including: <ul style="list-style-type: none"> ○ Rental Funds Program to support first and last month's rent for those seeking to secure a new rental unit. ○ ADU/CDU Incentive Program to support current homeowners in adding additional rental space to their existing home (and therefore additional income) while also supporting more housing for the local workforce. • Membership of the WMRHC is currently made up of the following jurisdictions: <ul style="list-style-type: none"> ○ City of Glenwood Springs ○ Town of Carbondale ○ Town of Basalt ○ Town of Snowmass Village ○ City of Aspen ○ Eagle County ○ Pitkin County ○ Colorado Mountain Local College District ○ Roaring Fork Transportation Authority • RFTA Board Director, Colin Laird currently holds the Co-Chair position with the WMRHC for the Town of Carbondale. • As a member of the Coalition, RFTA currently has an open seat with the WMRHC that needs to be filled by a Board Director.
Governance Policy:	Board Governance Policy 4.4.2.D. states, "The Chair may appoint Board members to serve on Board Committees, unless specified otherwise in Bylaws or Board policies."
Fiscal Implications:	None at this time.
Exhibits/Attachments:	1. Exhibit 1 - Resolution 2025-05: Appointing a Roaring Fork Transportation Authority (RFTA) Board Director to the Western Mountain Regional Housing Coalition (WMRHC)

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-05**

APPOINTING A ROARING FORK TRANSPORTATION AUTHORITY BOARD DIRECTOR TO THE WEST MOUNTAIN REGIONAL HOUSING COALITION

WHEREAS, the West Mountain Regional Housing Coalition (WMRHC) serves the Roaring Fork and Colorado River Valleys as a tax-exempt, Colorado 501(c)(3) nonprofit corporation; and

WHEREAS, WMRHC is working, along with its jurisdictional members and Colorado Mountain College (CMC), to facilitate and develop programs aimed at increasing the availability and accessibility of affordable community housing within Pitkin, Eagle, and Garfield Counties; and

WHEREAS, the Coalition is primarily funded through yearly membership fees from each local jurisdiction with a seat on the Board.; and

WHEREAS, being a member of the WMRHC, the Roaring Fork Transportation Authority (RFTA) is afforded the opportunity to have a RFTA Board Director sit on the WMRHC Board; and

WHEREAS, RFTA will be a consultant to make sure that the houses are in areas where those inhabitants have easy access to bus stops.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roaring Fork Transportation Authority:

RFTA hereby appoints the following Board Director to the West Mountain Regional Housing Coalition (WMRHC):

RFTA Board of Director

Jurisdiction

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of January, 2025.

**ROARING FORK TRANSPORTATION AUTHORITY
By and through its BOARD OF DIRECTORS:**

By: _____
Greg Poschman, Vice-Chair, as Acting Chair

I, the Secretary of the Board of Directors (the "Board") of the Roaring Fork Transportation Authority (the "Authority") do hereby certify that (a) the foregoing Resolution was adopted by the Board at a meeting held on January 9, 2025; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours' written notice of such meeting to each Director and Alternate Director of the Authority and to the Governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with the Roaring Fork Transportation Authority Intergovernmental Agreement, as amended, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this 9th day of January, 2025.

Nicole R. Schoon, Secretary to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
“CONSENT” AGENDA SUMMARY ITEM # 7. C.**

Meeting Date:	January 9, 2025
Subject:	Resolution 2025-06: Appointing a Roaring Fork Transportation Authority (RFTA) Board Director to the Garfield Clean Energy (GCE) Governing Board
Strategic Outcome:	6.0 Environmental Sustainability
Strategic Objective:	6.2 RFTA will strive for 100% renewable energy use 6.3 RFTA will prioritize energy-efficient strategies to reduce GHG emissions and advance projects that enhance existing services with a responsible budget 6.6 Integrate technology to optimize energy, reduce our carbon footprint, and promote eco-friendly practices whenever possible
Presented By:	Kurt Ravenschlag, CEO
Staff Recommends:	Staff recommends the Board approve Resolution 2025-06 and Appoint a Board Director to the GCE Governing Board.
Executive Summary:	GCE's governing board consists of a representative appointed by each entity, therefore RFTA needs to appoint a RFTA Board Director to the GCE Governing Board.
Background/ Discussion:	<ul style="list-style-type: none"> • The mission of Garfield Clean Energy (GCE) Collaborative is to provide energy efficiency solutions, alternative and renewable energy opportunities, advance clean transportation options, and energy education to individuals and organizations, in order to protect the environment and build a stronger, more resilient economy benefiting the residents of Garfield County. • The GCE will be an innovative leader in advancing energy efficiency, renewable energy and clean transportation to protect the environment and build a strong, resilient and diverse economy. • The GCE is an independent local government authority that oversees programs and services that help residents, businesses, and local governments become more energy efficient and reduce energy costs. Clean Energy Economy for the Region (CLEER), a nonprofit, delivers the programs and services of GCE under an annual contract. • Garfield Clean Energy has nine voting members and two non-voting affiliate members: <ul style="list-style-type: none"> ○ Garfield County ○ Town of Parachute ○ City of Rifle ○ Town of Silt ○ Town of New Castle ○ City of Glenwood Springs ○ Town of Carbondale ○ Colorado Mountain College ○ Roaring Fork Transportation Authority ○ Holy Cross Energy (affiliate)

	<ul style="list-style-type: none"> ○ Garfield County Libraries (affiliate) • GCE's governing board consists of a representative appointed by each entity. • Jason White has served on the GCE Governing Board since 2009, and has served as the GCE Governing Board Chair since 2022. • RFTA needs to appoint a RFTA Board Director to take on the responsibility as the RFTA representative for the GCE Governing Board.
Governance Policy:	Board Governance Policy 4.4.2.D. states, "The Chair may appoint Board members to serve on Board Committees, unless specified otherwise in Bylaws or Board policies."
Fiscal Implications:	None at this time.
Exhibits/Attachments:	1. Exhibit 1 : Resolution 2025-06: Appointing a Roaring Fork Transportation Authority (RFTA) Board Director to the Garfield Clean Energy (GCE) Governing Board

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-06**

**APPOINTING A ROARING FORK TRANSPORTATION AUTHORITY (RFTA) BOARD DIRECTOR TO THE
GARFIELD CLEAN ENERGY GOVERNING BOARD**

WHEREAS, Garfield Clean Energy (GCE) is an independent local government authority that oversees programs and services that help residents, businesses, and local governments become more energy efficient and reduce energy costs; and

WHEREAS, the GCE contracts on an annual basis with the Clean Energy Economy for the Region (CLEER) to develop and deliver the programs and services; and

WHEREAS, the GCE has nine (9) voting members and two (2) non-voting affiliate members; and

WHEREAS, the GCE's governing board consists of a representative appointed by each entity; and

WHEREAS, the RFTA Board of Directors desires to appoint a Board Director to serve on the GCE Governing Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roaring Fork Transportation Authority:

RFTA hereby appoints the following RFTA Board Director to the Garfield Clean Energy (GCE) Governing Board:

RFTA Board of Director

Jurisdiction

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of January, 2025.

**ROARING FORK TRANSPORTATION AUTHORITY
By and through its BOARD OF DIRECTORS:**

By: _____
Greg Poschman, Vice-Chair, as Acting Chair

I, the Secretary of the Board of Directors (the "Board") of the Roaring Fork Transportation Authority (the "Authority") do hereby certify that (a) the foregoing Resolution was adopted by the Board at a meeting held on January 9, 2025; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours' written notice of such meeting to each Director and Alternate Director of the Authority and to the Governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with the Roaring Fork Transportation Authority Intergovernmental Agreement, as amended, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this 9th day of January, 2025.

Nicole R. Schoon, Secretary to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
“INFORMATION/UPDATES” AGENDA SUMMARY ITEM # 8. A.**

CEO REPORT

TO: RFTA Board of Directors
FROM: Kurt Ravenschlag, CEO
DATE: January 9, 2025



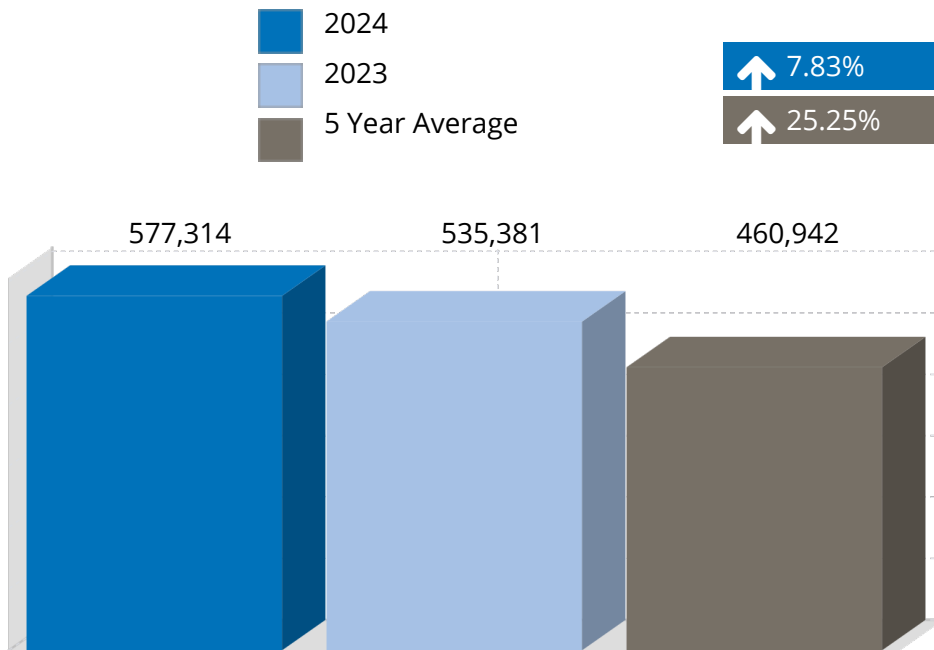
Opening of RFTA’s Glenwood Springs Operations Center

On December 17, 2024 at 4am the very first bus pulled out of the new RFTA Operations Center for its scheduled service. The new fuel and wash bay are also operational and the renovation of the existing GMF maintenance facility has received its Certificate of Occupancy (CO). With these major milestones completed, the GMF 3,4,5 and 7 phases of construction are nearing completion. Only a few punch list items and closeout processes remain.

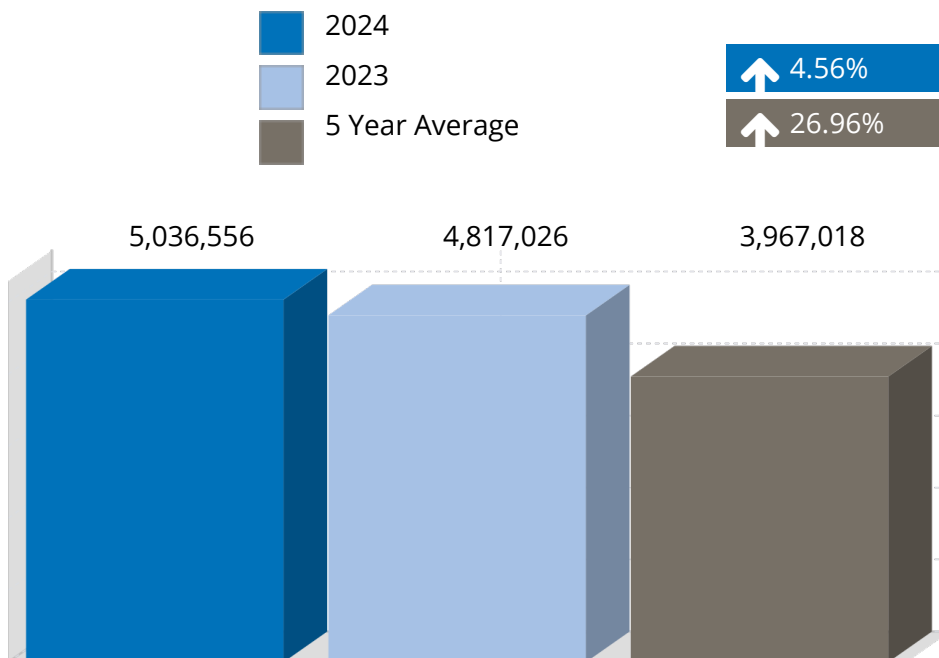


Ridership Performance Metrics

December Ridership

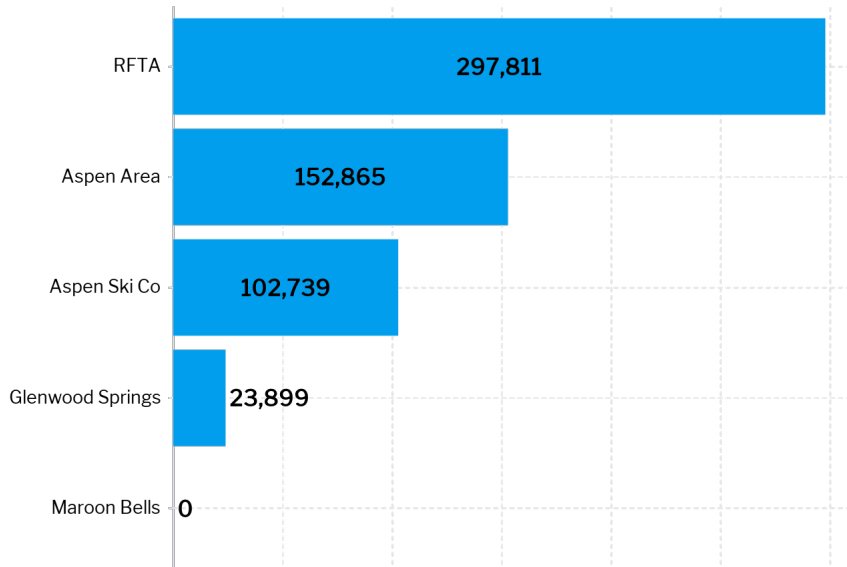


December Year-to-Date Ridership



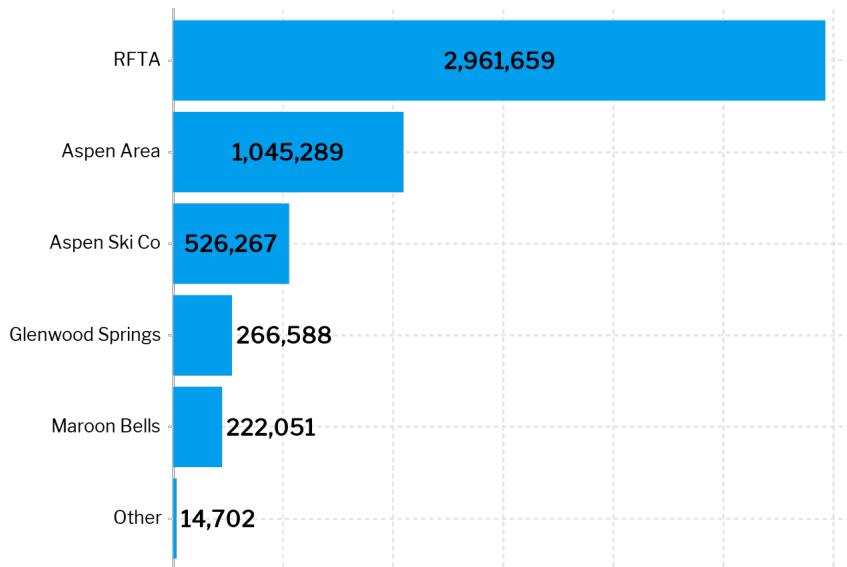
December 2024 Ridership

577,314 Boardings



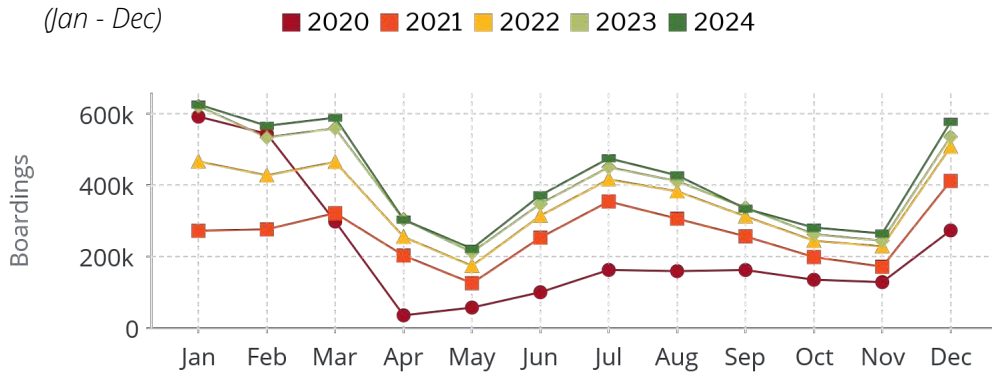
December Year-to-Date 2024 Ridership

5,036,556 Boardings

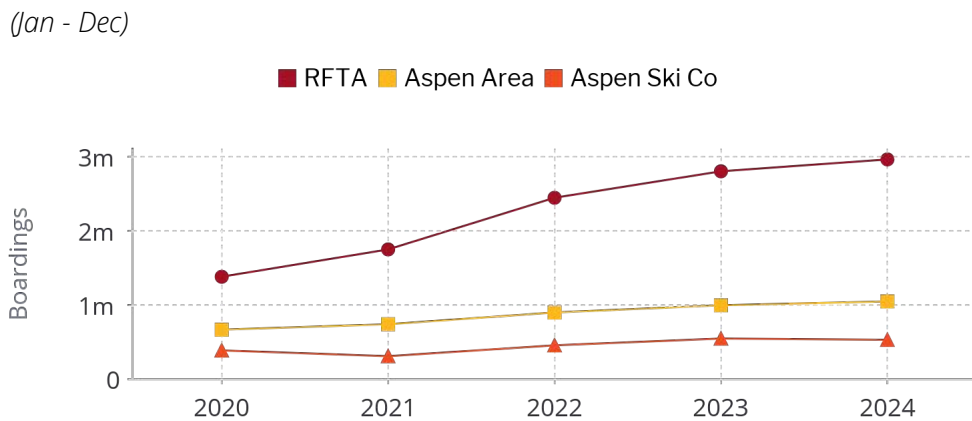


- **RFTA:** BRT, Carbondale Circulator, Hogback, Local Valley, Snowmass-Valley, Snowmass/Aspen, Snowmass/Intercept
- **Aspen Area:** Aspen Highlands Direct, Burlingame, Castle Maroon, Cemetery Lane, Cross Town, Galena Street, Hunter Creek, Mountain Valley, Music School
- **Aspen Ski Co:** Aspen Highlands Ski, Buttermilk, Flyer
- **Glenwood Springs:** Ride Glenwood
- **Maroon Bells:** Maroon Bells
- **Other:** Music School (Burlingame), Jazz Aspen Snowmass, X Games

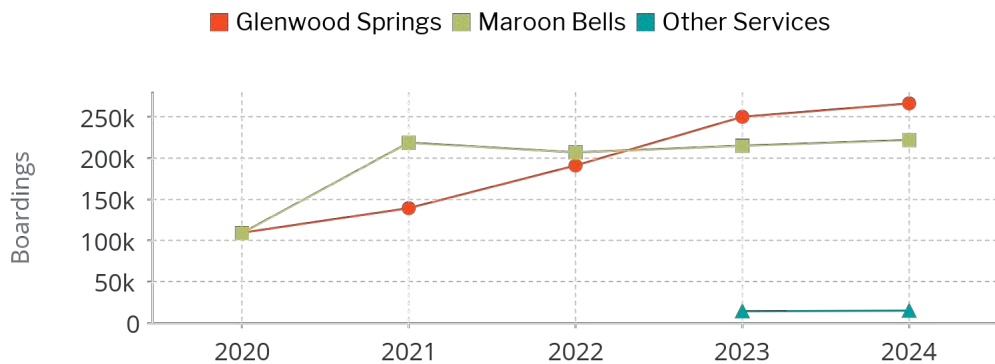
Ridership by Month Year-to-Date



Ridership Year-to-Date: RFTA, Aspen Area & Aspen Ski Co



Ridership Year-to-Date: Glenwood Springs, Maroon Bells & Other



- **RFTA:** BRT, Carbondale Circulator, Hogback, Local Valley, Snowmass-Valley, Snowmass/Aspen, Snowmass/Intercept
- **Aspen Area:** Aspen Highlands Direct, Burlingame, Castle Maroon, Cemetery Lane, Cross Town, Galena Street, Hunter Creek, Mountain Valley, Music School
- **Aspen Ski Co:** Aspen Highlands Ski, Buttermilk, Flyer
- **Glenwood Springs:** Ride Glenwood
- **Maroon Bells:** Maroon Bells
- **Other:** Music School (Burlingame), Jazz Aspen Snowmass, X Games

Ridership Rankings - December

Route	2024	2023	% Change
VelociRFTA	115,897	108,779	6.5%
Local Valley	82,543	83,619	-1.3%
Snowmass/Aspen Ski	74,793	70,301	6.4%
Castle Maroon	54,554	56,617	-3.6%
Snowmass/Aspen	45,421	44,420	2.3%
Hunter Creek	38,801	30,055	29.1%
Ride Glenwood	23,899	22,943	4.2%
Burlingame	18,501	13,065	41.6%
Hogback	17,561	15,110	16.2%
Aspen Highlands Ski	14,267	12,977	9.9%
Snowmass-Valley	13,734	13,248	3.7%
Buttermilk	13,679	14,426	-5.2%
Carbondale Circulator	12,587	15,404	-18.3%
Cemetery Lane	11,102	8,676	28.0%
Snowmass/Intercept	9,576	9,196	4.1%
Galena Street	9,508	6,040	57.4%
Mountain Valley	9,086	5,000	81.7%
Aspen Highlands Direct	8,090	2,667	203.3%
Cross Town	3,223	2,200	46.5%
Woody Creek	492	638	-22.9%
	577,314	535,381	7.8%

Ridership Rankings - December Year-to-Date

Route	2024 YTD	2023 YTD	% Change
VelociRFTA	1,110,800	1,035,247	7.3%
Local Valley	940,444	896,643	4.9%
Castle Maroon	451,124	430,084	4.9%
Snowmass/Aspen Ski	371,096	373,943	-0.8%
Ride Glenwood	266,588	250,279	6.5%
Hunter Creek	229,723	214,761	7.0%
Snowmass/Aspen	223,992	230,720	-2.9%
Maroon Bells	222,051	215,176	3.2%
Snowmass/Intercept	204,087	186,001	9.7%
Hogback	200,502	179,193	11.9%
Carbondale Circulator	164,499	169,033	-2.7%
Burlingame	132,984	117,349	13.3%
Aspen Highlands Ski	81,863	82,164	-0.4%
Cemetery Lane	80,494	70,580	14.0%
Snowmass-Valley	80,422	69,112	16.4%
Buttermilk	73,308	77,099	-4.9%
Mountain Valley	40,788	36,837	10.7%
Music School	37,925	37,003	2.5%
Galena Street	34,918	28,472	22.6%
Music School BG	31,410	29,771	5.5%
Aspen Highlands Direct	20,128	41,487	-51.5%
Cross Town	17,205	16,132	6.7%
X Games	8,953	7,304	22.6%
Jazz Aspen Snowmass	5,749	6,718	-14.4%
Woody Creek	5,503	5,512	-0.2%
Flyer		10,406	
	5,036,556	4,817,026	4.6%

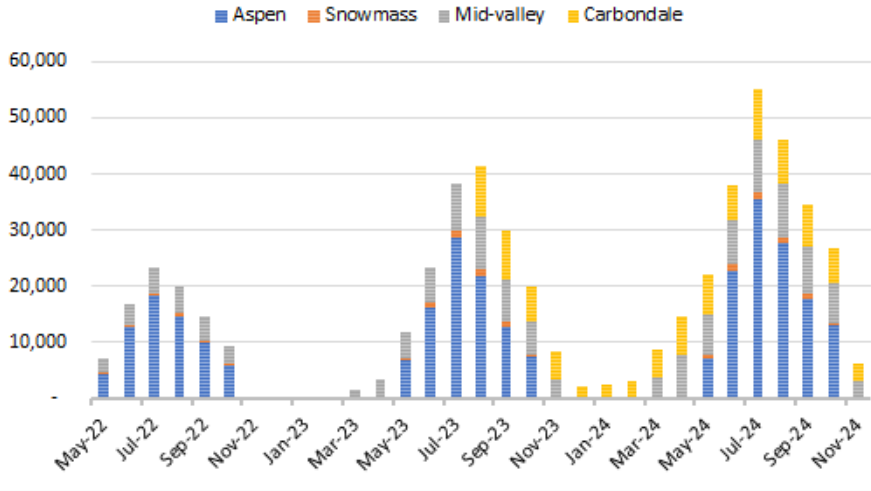
Passengers per Hour Rankings - December

Route	2024 YTD	2023 YTD	% Change
Hunter Creek	63.69	49.16	29.57%
Aspen Highlands Ski	43.48	31.79	36.78%
Buttermilk	37.99	32.17	18.07%
Castle Maroon	36.58	37.68	-2.91%
Aspen Highlands Direct	32.77	37.46	-12.52%
Snowmass/Aspen Ski	31.83	30.64	3.88%
Ride Glenwood	30.87	29.65	4.11%
Snowmass/Aspen	27.03	26.45	2.17%
Snowmass-Valley	26.90	24.25	10.94%
Carbondale Circulator	24.59	30.86	-20.32%
Burlingame	24.39	16.21	50.53%
Snowmass/Intercept	23.71	25.40	-6.67%
Cemetery Lane	18.40	14.32	28.47%
VelociRFTA	17.79	19.83	-10.25%
Galena Street	17.45	11.60	50.37%
Local Valley	16.42	16.34	0.48%
Mountain Valley	15.09	8.30	81.75%
Hogback	14.07	15.55	-9.51%
Cross Town	6.92	4.71	46.97%
Woody Creek	1.28	1.70	-24.63%
	22.72	22.17	2.47%

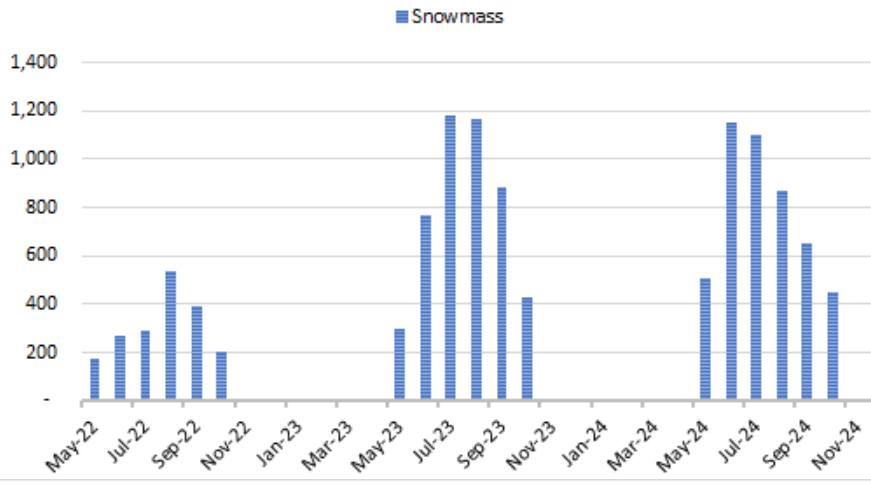
Passengers per Hour Rankings - December Year-to-Date

Route	2024 YTD	2023 YTD	% Change
X Games	79.23	98.97	-19.95%
Jazz Aspen Snowmass	41.45	66.38	-37.56%
Aspen Highlands Direct	40.42	32.82	23.14%
Maroon Bells	40.27	37.70	6.81%
Aspen Highlands Ski	39.70	39.09	1.54%
Buttermilk	34.55	33.97	1.71%
Snowmass/Aspen Ski	33.82	30.19	12.03%
Hunter Creek	33.70	31.48	7.08%
Music School BG	32.47	31.23	3.97%
Ride Glenwood	28.96	27.45	5.50%
Snowmass/Aspen	28.72	29.06	-1.19%
Snowmass/Intercept	27.51	23.54	16.85%
Carbondale Circulator	27.03	27.80	-2.79%
Castle Maroon	26.96	25.58	5.39%
Snowmass-Valley	23.68	24.77	-4.40%
Music School	20.19	20.17	0.06%
VelociRFTA	17.62	17.06	3.26%
Local Valley	15.88	15.14	4.90%
Galena Street	14.71	11.11	32.45%
Hogback	14.53	11.90	22.16%
Burlingame	13.98	12.39	12.87%
Cemetery Lane	11.84	10.31	14.85%
Mountain Valley	6.14	5.64	8.76%
Cross Town	4.59	4.39	4.70%
Woody Creek	1.96	1.90	3.58%
Flyer		23.82	0.00%
	20.17	19.15	5.35%

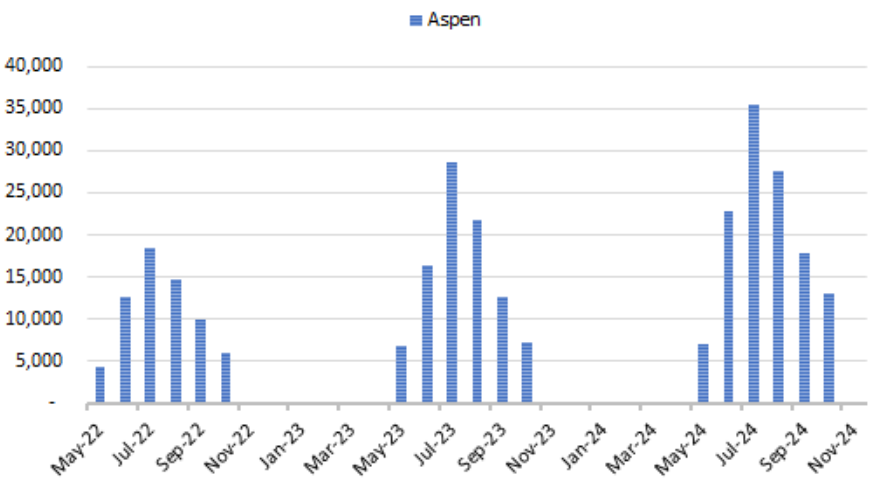
WE-CYCLE MONTHLY TRIPS



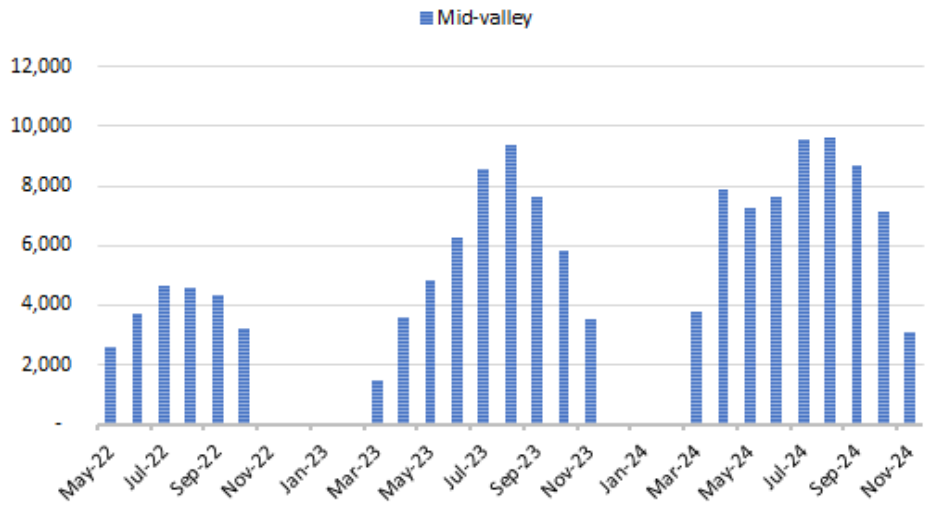
WE-CYCLE MONTHLY TRIPS



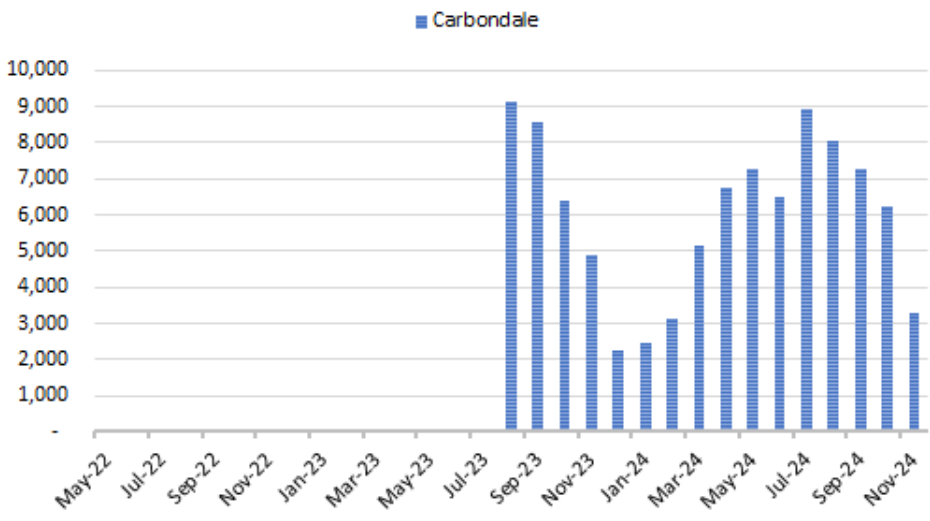
WE-CYCLE MONTHLY TRIPS



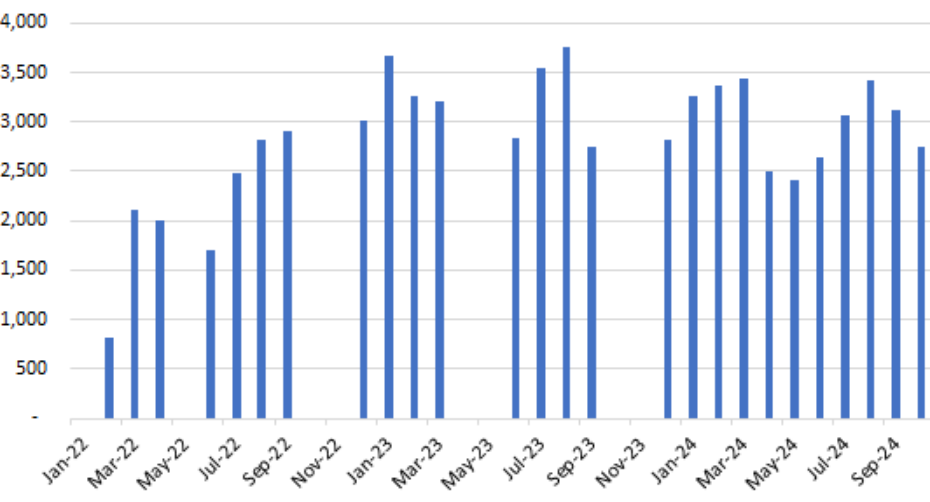
WE-CYCLE MONTHLY TRIPS

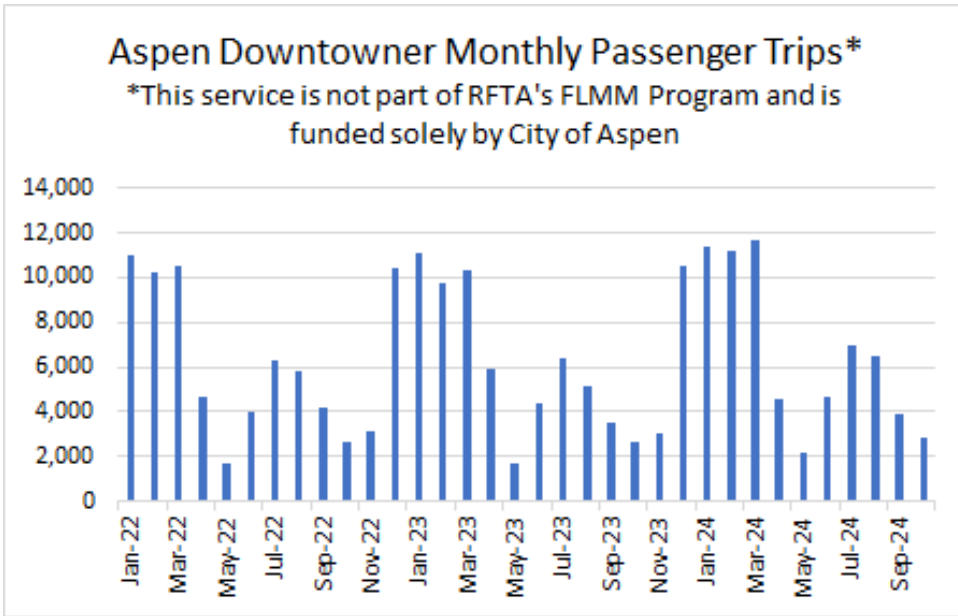
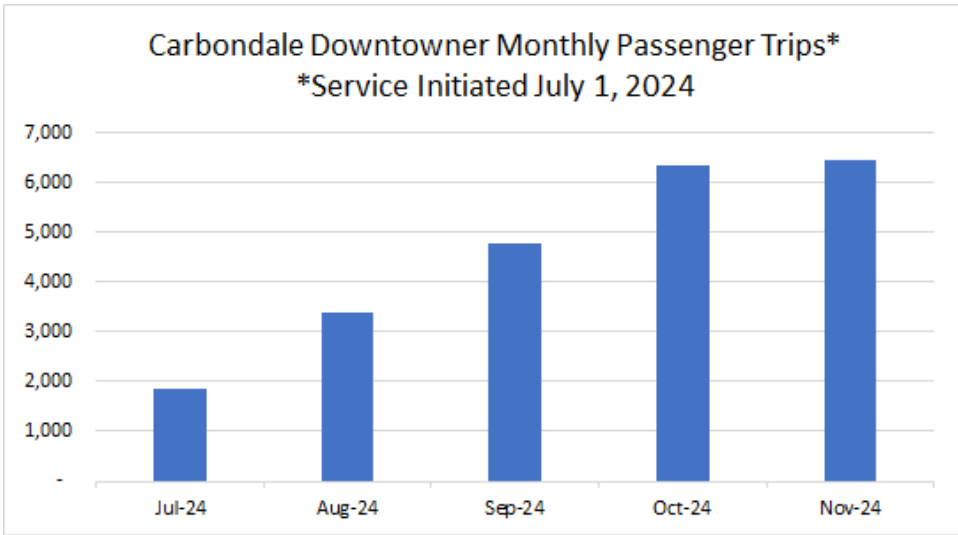


WE-CYCLE MONTHLY TRIPS



Basalt Connect Monthly Passenger Trips





RFTA 2024 Work Plan

ACCESSIBILITY AND MOBILITY

Department	Project Description	Project Status
FACILITIES	GMF PH 3&7 - BUS STORAGE AND FUELING LANE	ACTIVE
FACILITIES	GMF PH 4&5 BUS STORAGE AND CIRCULATION	ACTIVE
PLANNING	SOUTH BRIDGE PROJECT - GLENWOOD SPRINGS	ACTIVE
RAILROAD CORRIDOR AND TRAILS	RAIL SALVAGE PROJECT FOR THE GLENWOOD SPRINGS AREA	ACTIVE

SUSTAINABLE WORKFORCE

Department	Project Description	Project Status
CEO	COMPREHENSIVE HOUSING POLICY	ACTIVE

SATISFIED CUSTOMERS

Department	Project Description	Project Status
FACILITIES	82 & SERV CTR RD - UV STOP 84 - SHELTER REPLACEMENT	ACTIVE
FACILITIES	BRT RESTROOM REMODEL - 27TH STREET & CARBONDALE	ACTIVE
FACILITIES	BRT STATION ANTI-GRAFFITI PAINT	ACTIVE
FACILITIES	WEST GLENWOOD MALL STOP SHELTER REPLACEMENT	COMPLETED
RAILROAD CORRIDOR AND TRAILS	RGT ASPHALT REPLACEMENT: MP 15.8 TO 21.5	ACTIVE
RAILROAD CORRIDOR AND TRAILS	RGT REPLACE ALL BEAR PROOF TRASH & RECYCLING BINS	COMPLETED

ENVIRONMENTAL SUSTAINABILITY

Department	Project Description	Project Status
FACILITIES	FIRST BEB ON ROUTE CHARGER	ACTIVE
PLANNING	RFTA CLIMATE ACTION PLAN (CAP)	COMPLETED
PLANNING	ZERO EMISSION BUS (ZEB) TRANSITION PLAN	COMPLETED
VEHICLE MAINTENANCE	ORDER 10 BEB BUSES	ACTIVE

HIGH PERFORMING ORGANIZATION

Department	Project Description	Project Status
HR	1ST PHASE OF NEW ERP SYSTEM- HRIS	ACTIVE
IT	WIFI UPGRADE - FACILITY AND BRT STATIONS	ACTIVE
PLANNING	BUS STOP DESIGN STANDARDS AND GUIDELINES	ACTIVE

HIGH PERFORMING ORGANIZATION

Department	Project Description	Project Status
RAILROAD CORRIDOR AND TRAILS	RGT - ROARING FORK BRIDGE- CONSTRUCT DESIGN REPAIRS	ACTIVE

2024 Actuals/Budget Comparison (November YTD)

2024 Budget Year				
General Fund	November YTD			
	Actual	Budget	% Var.	Annual Budget
Revenues				
Sales and Use tax (1)	\$ 32,849,317	\$ 31,896,297	3.0%	\$ 41,598,000
Property Tax	\$ 18,864,351	\$ 17,963,000	5.0%	\$ 17,963,000
Grants	\$ 22,111,908	\$ 22,111,908	0.0%	\$ 40,943,044
Fares (2)	\$ 4,676,511	\$ 4,361,631	7.2%	\$ 4,794,360
Other govt contributions	\$ 1,151,342	\$ 1,151,342	0.0%	\$ 1,181,970
Other income	\$ 5,862,192	\$ 5,598,400	4.7%	\$ 5,802,860
Total Revenues	\$ 85,515,621	\$ 83,082,578	2.9%	\$ 112,283,234
Expenditures				
Fuel (3)	\$ 1,515,038	\$ 1,978,780	-23.4%	\$ 2,593,606
Transit	\$ 39,137,536	\$ 40,200,483	-2.6%	\$ 45,389,326
Trails & Corridor Mgmt	\$ 1,019,419	\$ 1,034,175	-1.4%	\$ 1,263,978
Capital	\$ 47,937,427	\$ 47,922,869	0.0%	\$ 82,116,491
Debt service	\$ 1,291,655	\$ 1,291,655	0.0%	\$ 1,882,484
Total Expenditures	\$ 90,901,075	\$ 92,427,961	-1.7%	\$ 133,245,885
Other Financing Sources/Uses				
Other financing sources	\$ 36,234	\$ -	#DIV/0!	\$ -
Other financing uses	\$ (4,857,227)	\$ (4,857,227)	0.0%	\$ (5,779,993)
Total Other Financing Sources/Uses	\$ (4,820,992)	\$ (4,857,227)	-0.7%	\$ (5,779,993)
Change in Fund Balance (4)	\$ (10,206,446)	\$ (14,202,610)	-28.1%	\$ (26,742,644)

- (1) Sales and Use Tax Revenues are received 2 months in arrears (i.e. November sales and use tax revenue will be deposited in January).
- (2) Through November, fare revenue increased by 3% and ridership increased by 7%, respectively, compared to the prior year. The chart below provides a YTD November 2023/2024 comparison of actual fare revenues and ridership on RFTA regional services:

Fare Revenue:	YTD 11/2023	YTD 11/2024	Increase/ (Decrease)	% Change
Regional Fares	\$ 3,186,761	\$ 3,268,576	\$ 81,815	3%
Maroon Bells	\$ 1,287,751	\$ 1,355,748	\$ 67,997	5%
Total Fare Revenue	\$ 4,474,512	\$ 4,624,324	\$ 149,812	3%
Ridership on RFTA Regional Services*:	YTD 11/2023	YTD 11/2024	Increase/ (Decrease)	% Change
Highway 82 (Local & Express)	813,035	857,953	44,918	6%
BRT	926,448	994,903	68,455	7%
SM-DV	55,864	66,688	10,824	19%
Grand Hogback	164,098	182,941	18,843	11%
Maroon Bells	215,176	222,051	6,875	3%
Total Ridership on RFTA Fare Services	2,174,621	2,324,536	149,915	7%
Avg. Fare/Ride	\$ 1.63	\$ 1.55	\$ (0.07)	-4%
Avg. Fare/Ride MB	\$ 5.98	\$ 6.11	\$ 0.12	2%

- (3) Savings in fuel is due to less overall mileage than budgeted and also change in fleet usage between CNG and diesel buses and efficiency (miles per gallon) in actual fleet of diesel buses versus the budget.

(4) Over the course of the year, there are times when RFTA operates in a deficit; however, at this time we are projecting that we will end the year within budget.

RFTA System-Wide Transit Service Mileage and Hours Report								
Transit Service	Mileage November YTD				Hours November YTD			
	Actual	Budget	Variance	% Var.	Actual	Budget	Variance	% Var.
RF Valley Commuter	3,351,161	3,404,594	(53,433)	-1.6%	157,183	156,458	725	0.5%
City of Aspen	505,445	511,066	(5,621)	-1.1%	58,495	59,121	(626)	-1.1%
Aspen Skiing Company	221,905	220,767	1,138	0.5%	15,862	15,947	(85)	-0.5%
Ride Glenwood Springs	105,500	105,561	(61)	-0.1%	9,162	9,117	45	0.5%
Grand Hogback	377,478	378,466	(988)	-0.3%	17,134	16,881	253	1.5%
Specials/Charters	6,309	4,100	2,209	53.9%	679	580	99	17.1%
Senior Van	11,404	8,860	2,544	28.7%	1,497	1,397	100	7.1%
MAA Burlingame	12,485	12,663	(177)	-1.4%	1,136	1,123	13	1.2%
Maroon Bells	89,268	89,418	(150)	-0.2%	6,774	6,676	98	1.5%
Subtotal - Transit Service	4,680,955	4,735,495	(54,540)	-1.2%	267,921	267,298	623	0.2%
Training & Other	22,485	35,670	(13,185)	-37.0%	31,510	30,264	1,246	4.1%
Total Transit Service, Training & Other	4,703,440	4,771,165	(67,725)	-1.4%	299,431	297,562	1,869	0.6%