

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

TIME: 8:30 a.m. – 11:45 a.m., Thursday, February 13, 2025

New Location: *Morgridge Commons, 815 Cooper Ave. 2nd Floor, Glenwood Springs*

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 January 9, 2025, page 3			
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 2025-07: Authorization to Submit a FY2024-2025 USDOT/FHWA PROTECT Grant for the Debris Flow Mitigation Project – David Johnson, Director of Sustainability and Legislative Affairs, page 12	4.2.5	Approve	8:45 a.m.
	B. Resolution 2025-08: Authorization to submit a Garfield County Federal Mineral Lease District (GCFMLD) grant application for the underground fuel tanks replacement project – David Johnson, Director of Sustainability and Legislative Affairs, page 16	4.2.5	Approve	8:45 a.m.
	C. Resolution 2025-09: Authorization to Execute an Amendment to the 2023 Service Operating Agreement (SOA) for Regional Bikeshare Services between WE-Cycle and the Roaring Fork Transportation Authority – Mary Harlan, Mobility Coordinator, page 20	4.2.5	Approve	8:45 a.m.
	D. Resolution 2025-10: Authorization to Execute IGA between Eagle County and Roaring Fork Transportation Authority for the Traffic and Parking Improvements to El Jebel Park and Ride – Mike Hermes, Project Manager and David Pesnichak, Chief Operating Officer, page 28	4.2.5	Approve	8:45 a.m.
6	Information/Updates:			
	A. CEO Report – Kurt Ravenschlag, CEO, page 53	2.10	FYI	8:50 a.m.
	(Agenda Continued on Next Page)			

	Agenda Item	Policy	Purpose	Est. Time
7	Presentations/Action Items:			
	A. Resolution 2025-11: Acceptance of Covenant Enforcement Commission (CEC) 2024 Report – Abbey Pascoe, Trails and Railroad Corridor Specialist, Brett Meredith, Trails and Corridor Manager, Tom Newland, Newland Project Resources Inc., Principal, page 65	2.8.5	Discussion	8:55 a.m.
	B. Glenwood Maintenance Facility and Operations Center Campus Site Inspection and Tour – Ben Ludlow, Interim Capital Projects Director, page 73	2.10	FYI	9:25 a.m.
8	Issues to be Considered at Next Meeting:			
	To Be Determined at the February 13, 2025 Board Meeting	4.3	Meeting Planning	11:30 a.m.
9	Next Meeting: 8:30 a.m. – 11:00 a.m., March 13, 2025 Board Meeting, In- person at Carbondale Town Hall or via WebEx Teleconference (Details to be provided later).	4.3	Meeting Planning	11:35 a.m.
10	Adjournment:		Adjourn	11:40 a.m.

**ROARING FORK TRANSPORTATION AUTHORITY
BOARD MEETING MINUTES
January 9, 2025**

Board Members Present via WebEx:

Greg Poschman, Vice-Chair as Acting Chair, (Pitkin County); 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); Sam Rose, (City of Aspen); Ingrid Wussow, (City of Glenwood Springs)

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); Nicole Schoon, Executive Assistant; Kim Wells, Executive Assistant; Angela Henderson, Director of Rio Grande Corridor; Ben Ludlow, Interim Capital Programs Director; David Johnson, Planning Director; Ian Adams, Director of Operations; Jason Schelhaas, Director of Information Technology; Paul Hamilton, Director of Finance; Tammy Sommerfeld, Director of Procurement; Abbey Pascoe, Trails and Corridor Specialist; Bisi Costanzo, HR Generalist II; Blake Williams, Computer Help Desk Technician; Jason White, Assistant Planner; Mark Scranton, Talent Acquisition Specialist; Mike Hermes, Project Manager; Rebecca Hodgson, Procurement Specialist III; Terri Glenn, Accounting Technician I; Yazmin Carlson, Creative Communications Associate

Visitors Present via WebEx:

Lynn Rumbaugh, (City of Glenwood Springs)

Agenda

NOTE: Hyperlinks to the January 9, 2025 Board meeting video have been inserted for each Agenda item below. Please view video for additional information.

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

Greg Poschman called the January 9, 2025 RFTA Board of Directors meeting to order at 8:30 a.m. Poschman declared a quorum to be present (8-member jurisdictions), and the meeting began at 8:31 a.m.

2. Approval of [Minutes:](#)

Alyssa Shenk moved to approve the December 12, 2024 meeting minutes, and David Knight seconded the motion. The motion was unanimously approved.

3. [Public](#) Comment:

Poschman asked if any member of the public would like to address the Board or make a comment regarding items not on the January 9, 2025, Board agenda.

No members of the public had any comments.

Poschman closed Public Comments at 8:32 a.m.

4. [Items](#) Added to Agenda – Board Member Comments:

Poschman asked if there were any items that needed to be added to the January 9, 2025, Board meeting Agenda.

No items were added to the January 9, 2025, Board Agenda.

Poschman asked if any Board member had any comments or questions regarding issues not on the January 9, 2024, Board meeting Agenda.

Shenk expressed her gratitude to the RFTA bus operators for their hard work over the holidays. Despite the uncooperative weather conditions, which resulted in snow-packed and icy roads and extremely congested traffic. Shenk expressed her gratitude for the availability of RFTA buses to transport passengers and ensure they reach their destinations safely and comfortably. She emphasized that the reliability of public transportation is vital during such challenging times and commended the team for their unwavering commitment.

Poschman seconded the sentiment and stated that he and his family rode the bus during the holidays, and it was seamless experience. He noted that the experience offered peace of mind without the stress of driving in difficult conditions. He emphasized that riding the bus is a wonderful option that allows passengers to peer out the window and enjoy the scenery instead of driving down the road white-knuckled on the steering wheel. He stated the he makes it a point of very vocally thanking and acknowledging the hard work of the drivers; hoping to inspire others to do the same.

Knight stated that his family used the bus during the holidays and found it very easy to navigate, and they appreciated the convenience of not having to deal with heavy traffic. He mentioned that it is nice to have an alternative to driving, especially during bad weather days. He recognized the hard work and dedication of the bus operators in making the public transportation experience as pleasant and reliable as possible.

Kurt Ravenschlag assured the Board that their expressions of gratitude would be conveyed to the bus operators.

Poschman stated that with all of the confusion around transit, traffic, traffic stops, and the entrance to Aspen debate, the one thing that remains solid and strong is RFTA. He noted that it is encouraging that the valley has such a strong backbone, like RFTA, that it can always rely on. Poschman emphasized that investing in RFTA translates to investing in the valley's future, ensuring accessibility and mobility for everyone.

Art Riddile thanked RFTA staff for cleaning up the New Castle Park and Ride and for dealing with the roundabout construction, which unfortunately will not be complete until spring. He expressed optimism that once the construction is finished, it will significantly ease traffic flow and provide a safer environment.

Tom Fridstein introduced himself and stated that he has been appointed as the RFTA Board alternate for the Town of Snowmass Village. He updated the Board about the plans for the new transit center in the Town of Snowmass, and mentioned that the new transit center will be similar in function to what was

proposed several years ago. He continued that the Town of Snowmass will combine both transit systems in one location and build on two (2) levels, with RFTA buses on the top level and the Snowmass town shuttles on the lower level. He mentioned that the two levels will help to resolve many of the concerns that the community had about the massive size of the previous design. He continued that the current design, which is still in its conceptual stage, allows for five (5) RFTA positions and one (1) holding position, allowing for six (6) RFTA buses on the platform and six (6) or seven (7) town shuttles below it. He emphasized that the Town of Snowmass is now on a very short timeframe, needing to commit to the new plan by March 3, 2025, in order to retain the very large grant received from the federal government. He asserted that the Town of Snowmass currently has a \$20 million shortfall in funding and will need to secure additional financing and grants to fill the gap. He stated that over the next two months, the Town of Snowmass will be getting the design plans to a point where they can be presented to the public and to the Town Council for approval.

Poschman informed the Board that Pitkin County has received notice of being awarded RAISE grant funds for the multi-modal transit hub located near the Pitkin County airport. He noted that this funding will support the development of infrastructure aimed at enhancing connectivity and accessibility for travelers. He stated that this project is expected to significantly improve the overall transportation experience in the region, benefiting residents and visitors alike. He mentioned that several months ago, he and Francie Jacober traveled to D.C. seeking support from the Department of Transportation (DOT) and Federal Transit Authority (FTA), emphasizing the importance of constructing this multi-modal hub. He continued that with the support of local officials and community stakeholders, the initiative is poised to move forward, promising to transform the way people connect with Pitkin County and its surrounding areas. He declared that Pitkin County is excited to move forward with this grant funded project and to have the support of the community.

Poschman closed Board Comments at 8:38 a.m.

5. [Consent](#) Agenda:

- A. Resolution 2025-01: Settlement Agreement and Mutual Release of Claims - Zlotnick – Paul Taddune, General Counsel**
- B. Resolution 2025-02: Designating a Location for Posting Public Notices of RFTA Board of Directors Meetings – Nicole Schoon, Executive Assistant and Board Secretary**
- C. Resolution 2025-03: 2025 – Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities – David Pesnichak, COO**

Knight moved to approve Resolution 2025-01: Settlement Agreement and Mutual Release of Claims - Zlotnick, Resolution 2025-02: Designating a Location for Posting Public Notices of RFTA Board of Directors Meetings, Resolution 2025-03: 2025 – Intergovernmental Agreement for Transit Services in Unincorporated Garfield County and to Non-Member Municipalities, and Shenk seconded the motion. The motion was unanimously approved.

6. Presentations/Action Items:

- A. [2024](#) Year-End RFTA Review – Kurt Ravenschlag, CEO**

Poschman asked if there will be a celebration or grand opening for the new 42 housing units at Iron Mountain Place (IMP). He highlighted that in celebrating this achievement, RFTA could honor the hard work and dedication that went into completing this project.

Ravenschlag indicated that there are no current plans for any type of celebration; however, staff can look into organizing a celebration for the new housing units. He mentioned that hotels generally have a “continental breakfast” area, and that staff has playfully suggested transforming that space into a Friday afternoon wine and cheese tasting lounge.

Colin Laird inquired whether staff could arrange a tour of the new construction at the Glenwood Maintenance Facility (GMF) for the Board of Directors. He proposed that if a sufficiently large room was available, the Board could conduct its meeting and then tour the facility afterwards.

Ravenschlag stated that a tour of the GMF construction could be beneficial for Board members; it would allow them to see where all of the grant money has been spent. He mentioned that the garage floor alone spans approximately 60,000 sq. ft., and the sight of all the buses housed within at once is truly impressive. He continued that the upper level of the facility houses the Operations Center, where the Dispatch Center is located. He agreed that it could be eye-opening for the Board to witness the sophisticated process involved in dispatching RFTA services.

Laird stated that as the year wraps up, he would like to extend his appreciation to RFTA staff for all that they have done and will do in the new year. He continued that the COVID pandemic was a big challenge, and RFTA pivoted and took advantage of some of the funding opportunities to expand its infrastructure and prepare itself post-pandemic. He acknowledged that RFTA is well-positioned to expand its services throughout the region and really make a positive impact on members of the communities.

Poschman inquired about the current status of the electric bus overhead charger.

Ravenschlag explained that there are two types of chargers: 1) depot charger, where the electric bus returns to the garage at night and is plugged in for several hours to achieve a full charge, and 2) on-route charger, which allows the electric bus to plug in and charge for about 15 minutes to reach a full charge. The primary obstacle with battery electric buses (BEB) is their range. He noted that RFTA is in the process of commissioning the charger with the installer to get it fully operational, and noted that once the on-route chargers are working, RFTA will be able to maximize the productivity of the BEBs throughout the day.

Ian Adams stated that all necessary contractors were on-site at Ruby Park on January 8, 2025, to ensure that everything is functioning correctly. The overhead charger successfully established communication with the BEB for the first time. He noted that a minor system failure was identified on the circuit board of the charger, necessitating its replacement. This issue was preventing the BEBs from successfully charging; staff anticipates that once this hardware problem is resolved, employees will experience improved charger testing results. Adams emphasized that, despite the challenges faced, the staff remains hopeful about the prospect of going live soon.

Poschman inquired about how Bustang will be integrated into the new GMF facility.

Ravenschlag indicated that there is designated space at the GMF for Bustang to enter the facility and drop off passengers. This is a welcome improvement for Bustang passengers who previously waited for the bus without any shelter, leaving them exposed to various weather conditions.

B. Overview of 2025 RFTA Work Plan – Kurt Ravenschlag, CEO

Jeanne McQueeney recalled a conversation from a previous Board meeting regarding the establishment of a new RFTA job title designed to help employees navigate their housing options as they transition into their roles with RFTA. She asked whether the position had been filled.

Ravenschlag indicated that the new role would be a "housing navigator." An internal employee previously held the position, but they have since left RFTA. RFTA has been evaluating whether to staff that position internally or hire a property management company or another external contracted service.

McQueeney emphasized the significance of the position, noting that there are numerous programs from various counties and towns, and it is unlikely that one person can be familiar with all of them unless they are specifically employed for that purpose.

Ravenschlag acknowledged that RFTA will need to depend on external organizations and resources to address the shortage of available employee housing. Current housing programs include APCHA, Habitat for Humanity, Garfield County, and West Mountain Regional Housing Coalition. Ravenschlag noted that RFTA is optimistic that additional housing resources will emerge in the future to assist the workforce locate affordable housing. By fostering partnerships with these organizations, RFTA aims to create sustainable solutions that address the pressing housing needs of its workforce.

Ravenschlag asked the Board when the best time would be to hold the Board Summit and suggested having it during the May Board meeting.

Following a brief discussion, Board members expressed their consent to host the RFTA Board Summit on May 8, 2025.

Ravenschlag noted that the RFTA Bylaws stipulate the Board must hold six (6) meetings annually; at present, the Board is holding twelve (12) meetings each year. If there are times during the year where the Board agenda might have fewer items to discuss, then those items could be consolidated to the next month, and that month's Board meeting could be canceled. Ravenschlag continued that this method will guarantee that the Board remains efficient while complying with the requirements outlined in the Bylaws. He stated that during certain times of the year, like summer and the holidays, when board members may have increased travel commitments, the Board might contemplate canceling a meeting.

Shenk expressed support for canceling the July meeting due to the prevalence of vacations, as well as the December meeting, citing the hectic nature of the holiday season. This may enhance productivity by ensuring that meetings are meaningful and well-attended.

Poschman proposed that staff evaluate the possibility of holding only eight (8) or ten (10) Board meetings each year, identify which months could be eliminated, and then assess the situation on a monthly basis.

Laird proposed that reducing the frequency of Board meetings might facilitate the establishment of additional subcommittees, enabling in-depth discussions on specific topics by key individuals without overburdening board members.

McQueeney indicated that certain business matters require immediate action, necessitating the prompt approval of certain consent items. If that were the sole issue requiring attention, the meeting could be conducted virtually to approve those items.

7. Board Governance Process:

A. [Resolution](#) 2025-04: Election of RFTA Board Officers for 2025 – Paul Taddune, General Counsel

Poschman stated that he will no longer be the chair of the Pitkin County Board of County Commissioners, allowing him more capacity to serve as the RFTA Board Chair. He emphasized that the RFTA Board is the organization in the valley that he is most proud to be a member of.

Laird moved to elect Greg Poschman as the Chairperson for 2025, and Shenk seconded the motion. The motion was unanimously approved.

Poschman moved to elect Alyssa Shenk as Vice-Chairperson for 2025, and Laird seconded the motion. The motion was unanimously approved.

McQueeney moved to elect Nicole Schoon as Board Secretary for 2025, and Laird seconded the motion. The motion was unanimously approved.

McQueeney moved to elect Michael Yang as Board Treasurer for 2025, and Laird seconded the motion. The motion was unanimously approved.

Knight moved to adopt Resolution 2025-04: Election of RFTA Board Officers for 2025, and Shenk seconded the motion. The motion was unanimously approved.

B. [Resolution](#) 2025-05: Appointing a Board Director to the West Mountain Regional Housing Coalition (WMRHC) – Kurt Ravenschlag, CEO

Ravenschlag informed the Board that Shelley Kaup had served as the RFTA representative of the West Mountain Regional Housing Coalition (WMRHC) Board; however, she resigned in October 2024, creating a vacancy on the Coalition Board. He emphasized the importance of filling the vacancy left by Kaup to ensure continued support for housing initiatives in the region.

Laird mentioned that he currently serves as a member of the WMRHC Board as the representative for the Town of Carbondale. Laird highlighted the importance of RFTA Board engagement and collaboration to effectively tackle the challenges faced in the Roaring Fork Valley housing sector. The WMRHC Board holds its meetings in Basalt on the third (3rd) Thursday of each month from 10:00 a.m. to 12:00 p.m.

Knight volunteered to serve as the RFTA representative on the WMRHC Board.

Laird moved to appoint David Knight to the West Mountain Regional Housing Coalition, and Erin Zalinski seconded the motion. The motion was unanimously approved.

C. [Resolution](#) 2025-06: Appointing a Board Director to the Garfield Clean Energy (GCE) Board – Kurt Ravenschlag, CEO

Ravenschlag noted that Jason White, Assistant Planner, has been the RFTA representative of the Garfield Clean Energy (GCE) Board for several years and has done an outstanding job representing RFTA. Following the recent restructuring, RFTA determined that having a Board member represent RFTA on the GCE Board would be more beneficial. The GCE meetings take place bi-monthly in Glenwood Springs on the second (2nd) Friday of the month, from 1:00 p.m. to 3:00 p.m.

Francie Jacober expressed her willingness to serve as the RFTA representative on the GCE Board.

Zalinski noted that Mayor Ingrid Wussow serves on the GCE Board as the City of Glenwood Springs representative, but she will be resigning from her position in April 2025. Zalinski believes she will replace Wussow on the GCE Board as the City of Glenwood Springs representative and suggests that it might be more appropriate for another RFTA Board member to serve as the RFTA representative.

Laird mentioned that from Carbondale's perspective, White has been instrumental in representing RFTA on the GCE Board. Laird highlighted how White's contributions have helped to strengthen community ties and promote sustainable development initiatives in the region. He continued that White attends meetings, provides updates, is currently the GCE Board Chair, and Laird would be concerned about losing White's knowledge on the GCE Board. He proposed that White be permitted to keep attending the meetings to ensure continuity as the new RFTA Board member acclimates to the GCE Board. This approach would ensure a smooth transition and maintain the momentum of ongoing projects, indicating that White's experience could greatly benefit the new member as they adjust to their role.

Ravenschlag responded that the intent was to have a RFTA Board member as the primary representative. Over the next year, White could attend the GCE Board meetings as support and to provide information to help with the transition. He noted that the new Board member could leverage White's knowledge while getting familiar with the logistics of the GCE Board.

McQueeney moved to appoint Francie Jacober to the Garfield Clean Energy Board, and Knight seconded the motion. The motion was unanimously approved.

8. Information/Updates:

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

Ravenschlag reported that the new 70,000-square-foot operations center opened on December 16, 2024, and the first bus has pulled out of the facility and into service. A new indoor space was created for bus operators to check in, network with colleagues, enjoy their lunch, and prepare for their workday. He stated that it is gratifying to provide this wonderful amenity to the RFTA workforce. The facility allows RFTA to continue to offer services to the Roaring Fork Valley while also preparing RFTA to accommodate the future growth needed to support the Valley's transportation needs.

Ravenschlag highlighted that RFTA achieved five (5) million passenger trips, exceeding this milestone by approximately 36,000. It is a true testament to the hard work of RFTA bus operators and the staff that support them.

Poschman inquired whether RFTA will have sufficient bus operators for the upcoming X-Games, which begin in two weeks. He noted that the influx of visitors typically associated with the event could lead to increased demand for public transportation services. He also asked whether RFTA receives reimbursement for any costs related to the additional service during this event.

Adams indicated that the staff is preparing for the Winter X-Games, which is regarded as the “Super Bowl” within the Operations department. This year marks the first time that the X-Games will operate as a fully ticketed event, a change from previous years when entry was free for all attendees. Adams noted that RFTA is anticipating that there will be around 5,000 people on site at any given time. He highlighted that RFTA is collaborating with Aspen Ski Co. to explore the possibility of utilizing a third-party contractor, Hermes Transit, to provide additional transit services.

Adams confirmed that there is a service agreement between Aspen Ski Co. and RFTA, and RFTA charges a charter rate for all hours and miles associated with providing extra service for the event. He noted that the arrangement allows for efficient transportation solutions during peak times.

Shenk inquired whether the \$1 fare adjustment for those under the age of 18 has resulted in an increase in the number of youths riding the bus.

Michael Yang stated that he will gather the data on changes occurring before and after the implementation of the \$1 fare for individuals under the age of 18 and will present it to the Board at an upcoming meeting.

Jacobson mentioned that some individuals are bringing their ski equipment onto RFTA buses and questioned whether this practice would continue.

Adams stated that currently, passengers are allowed to bring their ski equipment onto the bus with them. The decision to allow passengers to bring their ski equipment aboard stems from customer feedback regarding slush and debris impacting skis placed on the exterior of the bus. He stressed the importance of passengers keeping the aisles clear when bringing their equipment onto the bus, ensuring a quick evacuation in the event of an emergency.

Jacobson noted that buses often become quite crowded, and when multiple passengers bring their ski gear on board, it tends to take up room in the aisles. She expressed her support for permitting ski equipment on buses, but noted that it can be concerning when an older individual carrying skis and boots struggles to grip the handrail, potentially leading to an accident.

Adams mentioned that staff is evaluating the bus's interior to see if there is a suitable place for ski equipment to be stored inside. He mentioned that staff is looking into additional choices that would store ski equipment on the exterior of the bus, ensuring it remains clean and undamaged. He added that passengers will be permitted to bring their ski equipment on the bus for the duration of this winter season.

Poschman questioned if there is a report that could be presented to the Board that encompasses the different systems: First/Last Mile Mobility, Glenwood Connect, and the various other connections, to get a sense of how the software is working and the progress of the app. He emphasized the importance of having a comprehensive overview to assess the effectiveness of these interconnected systems. He also questioned if there is a single app that encompasses all of these transportation systems to streamline user experience and provide real-time updates. Poschman noted that a cohesive app could improve user experience and potentially increase ridership across the various systems.

Ravenschlag responded that he will discuss the matter with David Pesnichak, COO, to gather the necessary data and present it to the Board at an upcoming meeting.

Torre asked if the Coach buses have underneath storage and if RFTA utilizes it for any purpose.

Adams responded that yes, the Motor Coach Industries (MCI) buses do have underbelly luggage storage areas; however, they are kept locked and inaccessible to the public. He stated that the storage is not utilized as the bus operator must exit the seat, access the storage area, and retrieve the item, thereby increasing the travel time of the bus service. There is also the concern that items placed in the storage area may sustain damage.

Torre inquired whether there was a plan in place to provide free fares, which could potentially increase ridership.

Ravenschlag indicated that in the 2025 Work Plan, RFTA plans to launch a pilot program that will offer reduced or free fares for riders. He noted that this program will only be available during off-peak hours, aiming to encourage riders to utilize RFTA services during these times. Additional details regarding this proposed pilot program will be shared with the Board as the year progresses.

9. Issues to be Considered at Next Meeting:

10. Next Meeting: 8:30 a.m. – 11:00 a.m.; February 13, 2025, Carbondale Town Hall, Room 1 and via WebEx Teleconference, for those who are unable to attend in person.

11. [Adjournment:](#)

Laird moved to adjourn from the January 9, 2025 RFTA Board meeting, and Shenk seconded the motion. The motion was unanimously approved.

The January 9, 2025 RFTA Board Meeting adjourned at 10:09 a.m.

Respectfully Submitted:

Nicole R. Schoon
Secretary to the RFTA Board of Directors

RFTA BOARD OF DIRECTORS
“CONSENT” AGENDA SUMMARY ITEM # 5. A.

Meeting Date:	February 13, 2025
Agenda Item:	Resolution 2025-07: Authorization to Submit a FY2024-2025 USDOT/FHWA PROTECT Planning Grant for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Debris Flow Mitigation Project
Strategic Outcomes:	2.0 SAFE CUSTOMERS, WORKFORCE & GENERAL PUBLIC 6.0 ENVIRONMENTAL SUSTAINABILITY 7.0 HIGH PERFORMING ORGANIZATION
Smart Objectives:	2.1 The Public is safe and comfortable using RFTA services, at RFTA facilities and on RFTA property 6.1 Trail and transit users enjoy environmentally friendly equipment and facilities 7.1 Optimize the use of RFTA assets through capital improvement planning, preventative maintenance and asset management
Presented By:	David Johnson, Director of Sustainability and Legislative Affairs
Staff Recommends:	Authorize Staff to submit a FY2024-2025 USDOT/FHWA PROTECT Planning Grant for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Debris Flow Mitigation Project
Executive Summary	<p>RFTA Planning Staff intends to submit a FY2024-2025 USDOT/FHWA PROTECT discretionary planning grant application, with a request of \$1 million, for the <i>GMF/RTC Debris Flow Mitigation Project</i>. There is no required local match for planning grants. This resolution only commits the BOD to staff support the planning and design grant.</p> <p>The draft scope of this planning study will include:</p> <ul style="list-style-type: none"> • Assess all existing and future mudslide threats to RFTA’s assets at the GMF/RTC property. • Evaluate resilient, environmentally-sensitive design options for long term mitigation, and select the most cost-effective solution. • Design the selected option and develop 100% cost estimates. • Coordinate with CDOT and FHWA to prioritize the project in the CDOT Resiliency Improvement Plan, currently being reviewed by FHWA and FTA. • PROTECT Capital grant support, including development of a benefit-cost analysis (BCA). <p>Planning grant awards could be announced as early as April 2025, and if awarded, contracts executed by October 2025. In February 2026, Staff would then use the planning study findings to seek a much more significant PROTECT Resilience Improvement Grant (RIG) for construction. The project would be fully completed in late 2026 or early 2027.</p>

<p>Background/Discussion</p>	<p>As RFTA staff continues to construct the multi-phase GMF/RTC project, the steep hillside directly south of the facility is becoming increasingly unstable, unpredictable and unsafe with unseasonable flood events and subsequent mudslides. As a result, there is increased risk to public safety and expensive transit assets. The debris flow basin was cleaned out in October 2023, at a cost of \$95,000, and regular cleanouts are recommended.</p> <p>Under the Bipartisan Infrastructure Law (BIL), the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant program provides funding to ensure surface transportation resilience to natural hazards including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure. The PROTECT discretionary program offers two types of awards, planning grants and competitive resilience improvement grants.</p>
<p>Governance Policy</p>	<p>Board Governance Policy 4.2.5 states, “The Board will approve RFTA’s annual operating budget (subject to its meeting the criteria set forth in the Financial Planning/Budget policy).”</p>
<p>Fiscal Implications:</p>	<p>RFTA will request \$1,000,000 in FY25 PROTECT planning funding, with no required local match.</p>
<p>Attachments:</p>	<p>1. Exhibit 1: Resolution 2025-07: Authorization to Submit a FY2024-2025 USDOT/FHWA PROTECT Planning Grant for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Debris Flow Mitigation Project</p>

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-07**

**AUTHORIZATION TO SUBMIT A FY2024-2025 USDOT/FHWA PROTECT PLANNING GRANT FOR THE
GLENWOOD SPRINGS MAINTENANCE FACILITY (GMF)/REGIONAL TRANSIT CENTER (RTC) DEBRIS
FLOW MITIGATION PROJECT**

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 a grant awarded by the FHWA PROTECT Grant Program; and

WHEREAS, the RFTA Board of Directors supports this PROTECT planning grant application.

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 RFTA Board of Directors strongly supports the PROTECT Planning Grant Application, with no required local grant match.
3. If the grant is awarded, the RFTA Board of Directors will support administration and completion of the project.

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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 13th day of February, 2025.

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

By: _____
Greg Poschman, 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 February 13, 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 13th day of February, 2025.

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

RFTA BOARD OF DIRECTORS
“CONSENT” AGENDA SUMMARY ITEM # 5. B.

Meeting Date:	February 13, 2025
Agenda Item:	Resolution 2025-08: Authorization to Submit a Spring 2025 Garfield County Federal Mineral Lease District (GCFMLD) Grant Application for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Underground Fuel Tanks Replacement Project
Strategic Outcomes:	2.0 SAFE CUSTOMERS, WORKFORCE & GENERAL PUBLIC 6.0 ENVIRONMENTAL SUSTAINABILITY 7.0 HIGH PERFORMING ORGANIZATION
Strategic Objectives:	2.1 The Public is safe and comfortable using RFTA services, at RFTA facilities and on RFTA property 2.2 Ensure safe work environment for all RFTA employees 6.1 Trail and transit users enjoy environmentally friendly equipment and facilities 7.1 Optimize the use of RFTA assets through capital improvement planning, preventative maintenance and asset management
Presented By:	David Johnson, Director of Sustainability and Legislative Affairs
Staff Recommends	Approve Resolution 2025-08 and authorize Staff to submit a Spring 2025 Garfield County Federal Mineral Lease District (GCFMLD) Grant Application for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Underground Fuel Tanks Replacement Project
Executive Summary	<p>RFTA Planning Staff intend to submit a Spring 2025 Garfield County Federal Mineral Lease District (GCFMLD) Grant Application for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Underground Fuel Tanks Replacement Project.</p> <p>The purpose of the project is to replace five fuel tanks that are nearing the end of their useful life, and have been compromised over the years by shifting soils. While the tanks have been inspected and are continuously monitored, and are not leaking, Staff intends to replace the tanks proactively to minimize the risk of disruptions to operations and to contamination of soil and water.</p> <p>The grant request to the Traditional Grant Program will be \$300,000, with a required local match of \$300,000, for a total grant project cost of \$600,000. Total project cost is estimated to be \$8 million. The grant application deadline is February 24, 2025, awards are projected for April and executed contracts are projected in August.</p>

Background/Discussion	Under Colorado law, the GCFMLD's grant programs help alleviate social, economic, and public finance impacts resulting from federal mineral leasing activities in our communities, providing the greatest use of these financial resources for the greatest number of Citizens. Distributions may only be made to eligible entities: the state, or its political subdivisions. These eligible applicants may only use the distribution for eligible purposes: (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. See 30 U.S.C. §191. All grant requests must fit within one of either the traditional, mini or joint grant program, or the grant application will not be considered by the GCFMLD.
Governance Policy	Board Governance Policy 4.2.5 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:	The grant request will be \$300,000, with a required local match of \$300,000. The project would begin in 2026. As of the February BOD meeting, the current design cost estimate for the entire tank removal and replacement project is \$8,000,000.
Attachments:	1. Exhibit 1 : Resolution 2025-08: Authorization to Submit a Spring 2025 Garfield County Federal Mineral Lease District (GCFMLD) Grant Application for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Underground Fuel Tanks Replacement Project

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-08**

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT AND THE COMPLETION OF GLENWOOD SPRINGS MAINTENANCE FACILITY (GMF)/REGIONAL TRANSIT CENTER (RTC) UNDERGROUND FUEL TANKS REPLACEMENT PROJECT

WHEREAS, the Roaring Fork Transportation Authority (“RFTA”) is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

WHEREAS, RFTA has submitted a Grant Application for the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Underground Fuel Tanks Replacement Project, requesting a total award of \$300,000, and

WHEREAS, RFTA supports the completion of the project if a grant is awarded by the GCFMLD.

NOW, THEREFORE, BE IT RESOLVED BY THE ROARING FORK TRANSPORTATION AUTHORITY BOARD OF DIRECTORS THAT:

1. The above recitals are hereby incorporated as findings by the RFTA Board of Directors.
2. The RFTA Board of Directors strongly supports the Grant Application submitted by RFTA and has appropriated matching funds for a grant with GCFMLD.
3. The RFTA Board of Directors authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.
4. The project site is owned by RFTA and will be owned by RFTA for the next 25 years. The RFTA Board of Directors will continue to maintain the Glenwood Springs Maintenance Facility (GMF)/Regional Transit Center (RTC) Underground Fuel Tanks Replacement Project in a high-quality condition and will appropriate funds for maintenance annually.
5. If a grant is awarded, the RFTA Board of Directors hereby authorizes the Board Chair to sign a Grant Agreement with the GCFMLD.
6. The effective date of this Resolution is the date passed and approved below.

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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 13th day of February, 2025.

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

By: _____
Greg Poschman, 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 February 13, 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 13th day of February, 2025.

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

RFTA BOARD OF DIRECTORS
“CONSENT” AGENDA SUMMARY ITEM # 5. C.

Meeting Date:	February 13, 2025
Subject:	Resolution 2025-09: Authorization to Execute an Amendment to the 2023 Service Operating Agreement (SOA) for Regional Bikeshare Services between WE-Cycle and the Roaring Fork Transportation Authority
Strategic Outcomes:	1.0 ACCESSIBILITY AND MOBILITY
Strategic Objectives:	1.3 Increase alternative mode splits throughout the region 1.4 Provide increased first and last mile options for customers throughout service area
Presented By:	Mary Harlan, Mobility Coordinator
Staff Recommends:	Staff recommends the Board authorize the Board Chair or the CEO to execute an amendment to the 2023 Service Operating Agreement (SOA) for Regional Bikeshare Services between WE-cycle and the Roaring Fork Transportation Authority . This amendment would allow WE-cycle to retain and carry forward funds above the currently designated 3% of certain operating funds provided to WE-cycle solely by RFTA. A request for such retention of certain operating funds over 3% would require written justification and supporting documentation from WE-cycle. In addition, RFTA would have the ability to approve or deny a request for the retention of funds from one operating year to the next on a case by case basis.
Executive Summary:	<p>Since 2023, RFTA and WE-cycle have been operating under the provisions established by the 2023 Bike Share Service Operating Agreement (SOA) and 2023 Bike Share Memorandum of Understanding (MOU). Based on experience over the past couple years, this amendment to permit WE-cycle to retain certain operating funds provided solely by RFTA from one operating year to the next above the currently allowed 3%, with RFTA authorization, has been identified as a necessary amendment in order to help facilitate the efficient administration of the agreements.</p> <p>Under the current agreement, WE-cycle can retain up to 3% of unspent funds from Indirect Regional Operation Costs, Planning Costs, and Local Startup Operation Costs. All of these costs are provided entirely by RFTA without any local jurisdiction or FLMM grant fund contributions.</p> <p>No other changes to the Bike Share SOA or MOU are proposed.</p>

**Background/
Discussion:**

Under section “I. Annual Scope of Work,” “A. General Responsibilities of WE-cycle,” “6,” the SOA states:

“As set forth on Exhibit 2, Pages 1 – 5, WE-cycle shall not exceed the total Indirect Regional Operation Costs budget, the Direct Local Operation Costs budget for any jurisdiction, the total Planning Costs budget, the total Local Startup Operation Costs budget, the Core Bikeshare Equipment Costs budget for any jurisdiction, the total Replacement and Maintenance Equipment Costs for any jurisdiction, or the total Bikeshare Support Equipment Costs budget for any jurisdiction without prior written authorization by RFTA. However, some shifting of surplus funds between line items primarily funded by RFTA will be allowed with prior written authorization. Any surplus revenue not utilized by WE-cycle for the purposes set forth on Exhibit 2, Pages 1 – 5, will be refunded by WE-cycle to RFTA within 30 days of the year-end reconciliation, provided that WE-cycle can retain any unspent funds up to 3% of the annual budgets for items “6” “a.,” “c.,” and “d.,” above to be utilized for, and credited against, bikeshare program expenses for the succeeding budget year. WE-cycle will retain any private sponsorship revenue, above the budgeted amount as set forth in Exhibit 2 for investment in its Innovation and Sustainability Fund.”

Items “6” “a.,” “c.,” and “d.,” are part of section “6.” of the SOA, and describes the categories used for accounting costs:

6. *“Certain designated expenditures agreed upon by RFTA and WE-cycle shall be reconciled against funds provided by RFTA for the purposes set forth in this SOA. Within 90 days of the end of each year in which this SOA is in effect, WE-cycle shall provide an accounting for costs incurred for the previous year by the following categories:*
 - a. *Indirect Regional Operation Costs*
 - b. *Direct Local Operation Costs*
 - c. *Planning Costs*
 - d. *Local Startup Operation Costs*
 - e. *Core Bikeshare Equipment Costs*
 - f. *Replacement and Maintenance Equipment Costs*
 - g. *Bikeshare Support Equipment Costs”*

In the event that WE-cycle needs to retain more than 3% of funds due to instances such as a carryforward, funds would need to be returned to RFTA, then re-distributed to WE-cycle in the following fiscal year on a monthly basis. In order to avoid this situation and to streamline the budget process, we propose an amendment to the SOA, which would add:

“If there is demonstrated administrative efficiency for both WE-cycle and RFTA and alignment with all other provisions of the SOA and MOU agreements, WE-cycle may submit a written request to RFTA to retain unspent funds over 3% of the annual budgets for items “6” “a.,” “c.,” and “d.,” above from one operating year to the next. This request shall include supporting documents necessary to demonstrate the aforementioned administrative efficiencies and alignment with all other provisions of the SOA and MOU. WE-cycle must obtain written prior authorization from RFTA to retain any funds over 3%. Any requests and supporting documentation to retain funds over 3% must be furnished to RFTA by September 15 or 90 days prior to RFTA Board annual budget approval, whichever may come first, in the year prior to the intended year of expenditure.”

Governance Policy:	Board Job Products Policy 4.2.2 states, “The Board will develop and maintain written governing policies that realistically address the broadest levels of all organizational decisions and situations:”
Fiscal Implications:	None at this time.
Exhibits/Attachments:	<ol style="list-style-type: none"> 1. Exhibit 1: Resolution 2025-09: Authorization to Execute an Amendment to the 2023 Service Operating Agreement (SOA) for Regional Bikeshare Services between WE-Cycle and the Roaring Fork Transportation Authority 2. Exhibit 2: First Amendment to 2023 Service Operating Agreement (SOA) for Regional Bikeshare Services between WE-cycle and the Roaring Fork Transportation Authority 3. Attachment 1: 2023 Service Operating Agreement (SOA) for Bikeshare Services between WE-cycle and the Roaring Fork Transportation Authority

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-09**

AUTHORIZATION FOR THE ROARING FORK TRANSPORTATION AUTHORITY TO AMEND THE 2023 SERVICE OPERATING AGREEMENT (SOA) FOR REGIONAL BIKESHARE SERVICES BETWEEN WE-CYCLE AND THE ROARING FORK TRANSPORTATION AUTHORITY

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 WE-cycle entered into a Service Operating Agreement for Regional Bikeshare Services in Member Municipalities on January 1, 2023; and

WHEREAS, Section IX. Miscellaneous. A. Amendment: "This SOA may only be amended by a written agreement duly signed by the parties hereto;" and

WHEREAS, all recitals identified in the SOA for Regional Bikeshare Services Between WE-cycle and the Roaring Fork Transportation Authority, signed January 1, 2023, remain in effect.

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 2023 Service Operating Agreement (SOA) for Regional Bikeshare Services between WE-cycle and RFTA to provide bikeshare services among Member Municipalities remains in full effect.
3. Section I., A., (6), of the SOA is amended to read as follows:
 7. Certain designated expenditures agreed upon by RFTA and WE-cycle shall be reconciled against funds provided by RFTA for the purposes set forth in this SOA. Within 90 days of the end of each year in which this SOA is in effect, WE-cycle shall provide an accounting for costs incurred for the previous year by the following categories:
 - a. Indirect Regional Operation Costs

- b. Direct Local Operation Costs
- c. Planning Costs
- d. Local Startup Operation Costs
- e. Core Bikeshare Equipment Costs
- f. Replacement and Maintenance Equipment Costs
- g. Bikeshare Support Equipment Costs

As set forth on Exhibit 2, Pages 1 – 5, WE-cycle shall not exceed the total Indirect Regional Operation Costs budget, the Direct Local Operation Costs budget for any jurisdiction, the total Planning Costs budget, the total Local Startup Operation Costs budget, the Core Bikeshare Equipment Costs budget for any jurisdiction, the total Replacement and Maintenance Equipment Costs for any jurisdiction, or the total Bikeshare Support Equipment Costs budget for any jurisdiction without prior written authorization by RFTA. However, some shifting of surplus funds between line items primarily funded by RFTA will be allowed with prior written authorization. Any surplus revenue not utilized by WE-cycle for the purposes set forth on Exhibit 2, Pages 1 – 5, will be refunded by WE-cycle to RFTA within 30 days of the year-end reconciliation, provided that WE-cycle can retain any unspent funds up to 3% of the annual budgets for items “6” “a.,” “c.,” and “d.,” above to be utilized for, and credited against, bikeshare program expenses for the succeeding budget year. **If there is demonstrated administrative efficiency for both WE-cycle and RFTA and alignment with all other provisions of the SOA and MOU agreements, WE-cycle may submit a written request to RFTA to retain unspent funds over 3% of the annual budgets for items “6,” “a,” “c,” and “d,” above, from one operating year to the next. RFTA may request supporting documents to demonstrate the aforementioned administrative efficiencies and alignment with provisions of the SOA and MOU. WE-cycle must obtain written prior authorization from RFTA to retain funds over 3%, and supporting documentation to retain funds over 3% must be furnished to RFTA by November 15 or 30 days prior to RFTA Board annual budget approval, whichever may come first, in the year prior to the intended year of expenditure.** WE-cycle will retain any private sponsorship revenue, above the budgeted amount as set forth in Exhibit 2 for investment in its Innovation and Sustainability Fund.

4. The Chief Executive Officer (CEO) of RFTA is hereby authorized to execute the First Amendment to the 2023 Service Operating Agreement for bikeshare services between WE-cycle and the Roaring Fork Transportation Authority, subject to legal review.

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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 13th day of February, 2025.

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

By: _____
Greg Poschman, 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 February 13, 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 13th day of February, 2025.

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

**FIRST AMENDMENT TO 2023 SERVICE OPERATING AGREEMENT (SOA)
FOR REGIONAL BIKESHARE SERVICES BETWEEN
WE-CYCLE AND THE ROARING FORK TRANSPORTATION AUTHORITY**

This First Amendment to the 2023 Service Operating Agreement (SOA) (“First Amendment”) is made and entered into effective as of February 13, 2025, regardless of the day actually signed, by and between WE-CYCLE (“WE-cycle”), a 501 (c)(3), Colorado, nonprofit corporation and the Roaring Fork Transportation Authority (“RFTA”), a *Colorado Regional Transportation Authority created pursuant to Title 43, Article 4, Part 6, Colorado Revised Statutes*.

WHEREAS, the Parties entered into a Service Operating Agreement (SOA) effective as of January 1, 2023, regarding Regional Bikeshare Services; and

WHEREAS, on January 1, 2023, the City of Aspen, Town of Basalt, Town of Carbondale, County of Eagle, City of Glenwood Springs, County of Pitkin, Town of Snowmass Village, and the Roaring Fork Transportation Authority (RFTA) entered into a Memorandum of Understanding in order to set forth the terms and conditions by which the participating jurisdictions will collectively provide, administer, and fund regional “Bikeshare Services;” and

WHEREAS, the January 1, 2023 fully executed MOU will remain in full force and effect and incorporated herein; and

WHEREAS, the Parties now desire to amend the SOA regarding the retainage of unappropriated funds; and

WHEREAS, RFTA and the participating jurisdictions are governmental entities that must appropriate funds for the implementation and operation of regional bikeshare services from year- to-year; and

WHEREAS, the Parties desire to have established regulations regarding year-end unappropriated funds; and

WHEREAS, in accordance with Section IX of the SOA, the Parties mutually agree to amend the SOA set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Parties hereby agree to this First Amendment to the SOA as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.
2. **Amendment.** Section I, Part A, Sub-section 6 of the SOA shall be amended to read as follows:
 6. Certain designated expenditures agreed upon by RFTA and WE-cycle shall be reconciled against funds provided by RFTA for the purposes set forth in this SOA. Within 90 days of the end of each year in which this SOA is in effect, WE-cycle shall provide an accounting for costs incurred for the previous year by the following categories:
 - h. Indirect Regional Operation Costs
 - i. Direct Local Operation Costs
 - j. Planning Costs
 - k. Local Startup Operation Costs

- I. Core Bikeshare Equipment Costs
- m. Replacement and Maintenance Equipment Costs
- n. Bikeshare Support Equipment Costs

As set forth on Exhibit 2, Pages 1 – 5, WE-cycle shall not exceed the total Indirect Regional Operation Costs budget, the Direct Local Operation Costs budget for any jurisdiction, the total Planning Costs budget, the total Local Startup Operation Costs budget, the Core Bikeshare Equipment Costs budget for any jurisdiction, the total Replacement and Maintenance Equipment Costs for any jurisdiction, or the total Bikeshare Support Equipment Costs budget for any jurisdiction without prior written authorization by RFTA. However, some shifting of surplus funds between line items primarily funded by RFTA will be allowed with prior written authorization. Any surplus revenue not utilized by WE-cycle for the purposes set forth on Exhibit 2, Pages 1 – 5, will be refunded by WE-cycle to RFTA within 30 days of the year-end reconciliation, provided that WE-cycle can retain any unspent funds up to 3% of the annual budgets for items “6” “a.” “c.” and “d.” above to be utilized for, and credited against, bikeshare program expenses for the succeeding budget year. **If there is demonstrated administrative efficiency for both WE-cycle and RFTA and alignment with all other provisions of the SOA and MOU agreements, WE-cycle may submit a written request to RFTA to retain unspent funds over 3% of the annual budgets for items “6,” “a,” “c,” and “d,” above, from one operating year to the next. RFTA may request supporting documents to demonstrate the aforementioned administrative efficiencies and alignment with provisions of the SOA and MOU. WE-cycle must obtain written prior authorization from RFTA to retain funds over 3%, and supporting documentation to retain funds over 3% must be furnished to RFTA by November 15 or 30 days prior to RFTA Board annual budget approval, whichever may come first, in the year prior to the intended year of expenditure.** WE-cycle will retain any private sponsorship revenue, above the budgeted amount as set forth in Exhibit 2 for investment in its Innovation and Sustainability Fund.

3. **Ratification.** Except only as expressly modified herein, the parties ratify, affirm, and incorporate by reference all provisions of the SOA. All defined terms in the SOA shall have the same meaning for purposes of this Amendment.

IN WITNESS WHEREOF, WE-cycle and The Roaring Fork Transportation Authority have executed duplicate originals of this First Amendment to the SOA.

WE-CYCLE:

**ROARING FORK TRANSPORTATION
AUTHORITY:**

BY: _____
Mirte Mallory, Executive Director

By: _____
Kurt Ravenschlag, Chief Executive Officer

RFTA BOARD OF DIRECTORS MEETING
“Consent” AGENDA SUMMARY ITEM # 5. D.

Meeting Date:	February 13, 2025
Subject:	Resolution 2025-10: Authorization the to Execute IGA between Eagle County and Roaring Fork Transportation Authority for the Traffic and Parking Improvements to El Jebel Park and Ride
Strategic Outcome:	1.0 ACCESSIBILITY AND MOBILITY
Strategic Objective:	1.5 Identify and reduce barriers to riding transit and accessing trails
Presented By:	Mike Hermes, Project Manager, and Dave Pesnichak, Chief Operating Officer
Staff Recommends:	Staff recommends that the Board approve Resolution 2025-10 and authorize the RFTA Board Chair to execute the IGA with Eagle County for the traffic and parking improvements to the El Jebel Park and Ride once it has been approved by the RFTA general counsel.
Executive Summary:	Staff is seeking Board authorization for the RFTA Board Chair to execute the IGA memorializing the design, construction, and maintenance responsibilities for RFTA and Eagle County for improvements to the Highway 82 and El Jebel Road Intersection and the El Jebel Park and Ride.
Background/ Discussion:	<p>Due to the continued growth in the El Jebel area, the Highway 82 and El Jebel Road and the West Valley Road and El Jebel Road intersections do not function at an acceptable service level, and congestion at these intersections is reaching an unacceptable level. Both of these intersections need realignment and significant improvements to support the current volume of traffic and the future growth in the area.</p> <p>To meet the CDOT design standards for the traffic volume that the traffic studies anticipate utilizing these intersections in the future, the West Valley Road intersection must be moved 500 from the El Jebel Road and Highway 82 intersection to allow sufficient stacking distance for vehicles queuing to access Highway 82.</p> <p>Eagle County has proposed the intersection and parking improvement project outlined in the attached IGA and the main elements of this Project are highlighted in red in Exhibit B. This design will meet the CDOT design standards for the intersection and its anticipated volume of future traffic, as well as add an additional 21 parking spaces to the El Jebel Park and Ride to replace the parking impacted by the relocation of the intersection. The result is a net increase the parking spaces from 81 to 103.</p> <p>Eagle County is proposing to pay for the design and construction of this Project. As best illustrated in Exhibit A, the proposed intersection and parking improvements will be constructed on property owned by both Eagle County and RFTA. To give each entity an interest in the property on which their improvements will be built, RFTA and Eagle County staff are proposing that RFTA and Eagle County exchange easements, as shown in Exhibit A. RFTA will grant an easement to Eagle County for the area highlighted in orange, and Eagle County will grant RFTA an easement for the area highlighted in dark blue. These</p>

	<p>easements will allow each entity to make the proposed improvements, provide maintenance for their respective improvements, and enforce traffic laws, rules, and regulations.</p> <p>The property and improvements that constitute the existing El Jebel Park and Ride were paid for in part by a Very Small Starts (VSS) grant from the FTA, and this gives them an interest in the property. As a result, the FTA needs to ensure that the property is used for its original intended purpose as a park and ride and that RFTA maintains continuing control of the property. RFTA staff has been working with the FTA to keep them apprised of the status of the Project. Staff is also working with the FTA to ensure that they concur that the Project and the easement that RFTA intends to grant Eagle County will not diminish the FTA's interest in the property. To satisfy the FTA, RFTA and Eagle County staff have agreed to add language to the RFTA easement to Eagle County that makes the easement subject to the terms of the VSS grant and that the easement would revert to RFTA should Eagle County ever violate the terms of the VSS grant.</p> <p>Exhibit E of the IGA shows the area each entity will be responsible for maintaining once the improvements have been constructed. Each entity will be responsible for budgeting and performing its own maintenance.</p> <p>The Project also includes the potential for approximately 80 additional parking spaces on property that Eagle County and CDOT own, as shown in Exhibit C of the IGA. The IGA includes a scope of work for Eagle County's design team, JVA, to design this additional parking as outlined in Exhibit D. The design for this additional parking is estimated at \$38,000, and once the design is completed and a cost estimate is generated, RFTA can decide if it wants to fund the construction of this additional parking. There is not a required timeline within which RFTA needs to construct this additional parking.</p>
<p>Governance Policy:</p>	<p>Governance Policy Outcome 1. Accessibility and Mobility. RFTA will provide accessible, effective, and easy-to-use mobility options that connect our region for all user types.</p> <p>Governance Policy Outcome 5. Satisfied Customers. RFTA will exceed customer expectations by providing modern, courteous, safe, convenient, reliable, comfortable, sustainable, and affordable transportation for residents and visitors.</p>
<p>Fiscal Implications:</p>	<p>By executing the proposed IGA, RFTA will commit to budgeting \$38,000.00 to fund the design of the potential additional parking described in Exhibit D, JVA scope of services, schedule, and fees. RFTA is not committing to funding the construction of these improvements, only the design.</p>

Exhibits/Attachments:	<ol style="list-style-type: none">1. Exhibit 1: Resolution 2025-10: Authorization to Execute IGA between Eagle County and Roaring Fork Transportation Authority for the Traffic and Parking Improvements to El Jebel Park and Ride2. Exhibit 2: Intergovernmental Agreement - Eagle County and RFTA for the El Jebel Road Improvements3. Exhibit 3: Exhibit A: Easements4. Exhibit 4: Exhibit B: Project Improvements5. Exhibit 5: Exhibit D: Scope of Services, Schedule & Fees
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Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-10**

AUTHORIZATION OF THE ROARING FORK TRANSPORTATION AUTHORITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH EAGLE COUNTY FOR EL JEBEL ROAD AND VALLEY ROAD IMPROVEMENTS

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, Colorado Department of Transportation (CDOT) requires a new access permit for the intersection of El Jebel Road and State Highway 82; and

WHEREAS, improvements are required to relocate the intersection of West Valley Road and El Jebel Road a minimum of 500-feet away from the El Jebel Road and State Highway 82 intersection; and

WHEREAS, a design for the improvements that is located partially on property owned by RFTA and operated as a Park and Ride has been identified; and

WHEREAS, the County and RFTA agree to provide easements between the parties to construct roadway and intersection improvements and parking lot improvements; and

WHEREAS, the Constitution and laws of the State of Colorado permit and encourage local governmental entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties enter into this Agreement under the authority of local governments of the State of Colorado to contract with one another. C.R.S. §29-1-201, *et seq.*, Article XIV, Section 18 of the Colorado Constitution; and

WHEREAS, this Agreement is entered into pursuant to, *inter alia*, C.R.S. §§ 29-0-201m *et seq.*, and Article XIV, Section 18 if the Colorado Constitution.

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

1. The County and RFTA will execute easement agreements between the Parties to construct roadway and intersection improvements and parking lot improvements.

2. RFTA will continue to manage and maintain the Park and Ride after the completion of the construction improvements.
3. The County will design and construct all improvements associated with the Project.
4. RFTA will reimburse the County for expenses incurred for design of the expanded RFTA parking area. Estimated cost of design is \$38,000.
5. The RFTA Board of Directors will authorize construction of the expanded RFTA parking area based on final design estimates and the bid price of the expanded portion of the parking area.
6. RFTA will, at its sole expense, maintain, operate, replace, and make ample provision each year for the maintenance of those portions of the Work designated as RFTA's Park and Ride parking lots and sidewalk.
7. The County will, at its sole cost and expense, maintain, operate, replace, and make ample provision each year for the maintenance of those portions of the Work designated as Eagle County's responsibility.
8. The Board Chair is hereby authorized to execute the Intergovernmental Agreement (IGA) with Eagle County for El Jebel Road and Valley Road Improvements.

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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 13th day of February, 2025.

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

By: _____
Greg Poschman, 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 February 13, 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 13th day of February, 2025.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN EAGLE COUNTY
AND ROARING FORK TRANSPORTATION AUTHORITY
FOR
EL JEBEL ROAD / VALLEY ROAD IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this _____ day of _____, 2025 by and between Eagle County, Colorado, a body corporate and politic acting by and through its Board of County Commissioners (“County”) and the Roaring Fork Transportation Authority (“RFTA”). The parties to the Agreement may be referred to singularly as the “Party” or plurally as the “Parties.”

RECITALS:

WHEREAS, CDOT requires a new access permit for the intersection of El Jebel Road and State Highway 82; and

WHEREAS, Improvements are required to relocate the intersection of West Valley Road and El Jebel Road a minimum 500-feet away from the El Jebel Road and State Highway 82 intersection; and

WHEREAS, a design for the Improvements that is located partially on property owned by RFTA and operated as a Park and Ride has been identified (hereinafter “Project”); and

WHEREAS, County and RFTA agree to provide easements between the parties to construct roadway and intersection improvements and parking lot improvements ; and

WHEREAS, the Constitution and laws of the State of Colorado permit and encourage local governmental entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties enter into this Agreement under the authority of local governments of the State of Colorado to contract with one another. C.R.S. § 29-1-201, et seq., Article XIV, Section 18 of the Colorado Constitution; and

WHEREAS, this Agreement is entered into pursuant to, *inter alia*, C.R.S. §§ 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the sufficiency of which is hereby acknowledged, RFTA and the County agree as follows:

1. Easements. RFTA and the County will execute easements between the Parties as depicted in **Exhibit A** attached hereto, which subjects the easement to the terms and conditions of the Federal Transit Administration (“FTA”) Very Small Starts Grant (number CO-03-0207-01) used to partially fund the purchase of the property and the park and ride improvements and which provides the FTA with a continuing interest in the property by virtue of the grant. RFTA continue to manage and maintain the park and ride after the completion of the construction of the improvements and maintain Satisfactory Continuing Control (SCC) of the property through its management of the park and ride. This agreement and the easements attached hereto is expressly subject to and conditioned upon the prior written approval of the FTA.
2. Design. County will design all improvements associated with the Project and shown in **Exhibit B**. RFTA will reimburse County for expenses incurred for design of the expanded RFTA parking area as identified in **Exhibit C**. The estimated cost of design is \$38,000 as detailed in the JVA, Inc. proposal attached hereto as **Exhibit D**.
3. Construction. County will construct all improvements associated with the Project and shown in **Exhibit B**. The RFTA Board of Directors will authorize construction of the expanded RFTA parking area as identified in **Exhibit C** based on final design estimates and the bid price of the expanded portion of the parking. The cost of construction of the parking area will be based on the actual final construction cost.
4. Maintenance Responsibilities. RFTA agrees that it will, at its sole expense, maintain, operate, replace and make ample provision each year for the maintenance of those portions of the Work designated as RFTA’s Park and Ride parking lots and sidewalk attached hereto as **Exhibit E** and incorporated herein by reference (the “RFTA Maintenance”).
5. County’s Obligations. County agrees that it will, at its sole cost and expense, maintain, operate, replace and make ample provision each year for the maintenance of those portions of the Work designated as Eagle County’s responsibility attached hereto as **Exhibit E** and incorporated herein by reference (the “County Maintenance”).
6. Indemnification. To the extent permitted by law, RFTA assumes all liabilities associated with the RFTA Maintenance. Accordingly, to the extent allowed by Colorado law, RFTA agrees to release, indemnify and hold harmless the County, and its officers, agents, and employees, against any and all claims or causes of action of any kind arising out of damage to real or personal property, or injury and/or death to persons, including the property, agents, or employees of either Party, resulting in any way from the operations and duties undertaken by RFTA in connection with the RFTA Maintenance or this Agreement. To the extent allowed by Colorado law, RFTA shall further indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, including Workman’s Compensation claims, of or by any person, in any way resulting from or arising out of, either directly or indirectly, the operations and duties undertaken by RFTA in connection with the RFTA Maintenance or this Agreement. This indemnification shall be deemed to include the acts and omissions of all officers, employees, representatives, suppliers, invitees, contractors, and agents of RFTA.

7. Independent Contractor Status. The Parties to this Agreement intend that the relationship between them is that of independent contractor. RFTA, and any agent, employee, or servant of RFTA shall not be deemed to be an employee, agent, or servant of the County. Other than requiring that RFTA comply with all requirements, standards and directions of CDOT and the Local Agency Commitments contained in completing the RFTA Maintenance, Eagle County shall not attempt to oversee or supervise the work or actions of any RFTA employee, contractor, subcontractor, consultant, servant or agent in the course of completing work under this Agreement.
8. Benefits. RFTA and any agent, employee or servant of RFTA is not entitled to any Workman's Compensation benefits through the County and is responsible for payment of any federal, state FICA and other income taxes.
9. Non-Assignable. This agreement is not assignable by either Party.
10. Integrated Agreement. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards of the Parties and signed by authorized officers of each Party. This Agreement constitutes the entire agreement between the Parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.
11. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
12. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified regular mail, postage pre-paid to the addresses of the Parties as follows. Each Party by notice sent pursuant to this paragraph may change the address to which future notices should be sent.

Notice to County:

Ben Gerdes
 Eagle County Engineer 500 Broadway
 P.O. Box 850
 Eagle, Colorado 81631

Notice to Roaring Fork Transportation Authority:

Kyle Eckes
 RFTA Project Manager
 2307 Wulfsohn Road
 Glenwood Springs, Colorado 81601

13. Immunity. The County and RFTA agree and understand that both Parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other

rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as from time to time amended or otherwise available to either Party or any of their officers, agents, or employees.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
15. Choice of Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Courts of Eagle County, Colorado. County shall have standing to bring an action to enforce the terms of this Agreement in District Court, including an action for specific performance and injunctive relief.
16. Duration. This Agreement shall remain in effect unless amended in writing or terminated by the Parties. County agrees to comply with the terms and the intent of the FTA VSS grant used to partially fund the purchase of and improvements on the RFTA El Jebel park and ride property.
17. Authority. RFTA warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by all applicable procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind them to its terms. The person executing this Agreement on behalf of RFTA warrants that such person has full authorization to execute this Agreement.
18. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County, RFTA and potentially, CDOT. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person or entity, other than CDOT. It is the express intention of the County and RFTA that any such person or entity, other than CDOT, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
19. Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed or deemed a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision or requirement.
20. Modification and Amendment. This Agreement is subject to such modifications as may be required by changes in a federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
21. No Personal Liability. No elected official, director, officer, agent or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term

or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

22. Appropriation Limitation. It is expressly understood that any financial obligations that may arise hereunder for purposes of this Agreement, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated by the governing body of either Party. Nothing herein shall be construed as the creation in the County or RFTA of a multiple-fiscal year direct or indirect district debt or other financial obligation whatsoever.
23. Roaring Fork Transportation Authority. The foregoing Agreement is approved by the Board of Directors of Roaring Fork Transportation Authority at its regular meeting held on the ____ day of _____, 2025.
24. County Approval. The foregoing Agreement is approved by the Board of County Commissioners of Eagle County, Colorado at its regular meeting held on the ____ day of _____, 2025.

Signature Page

In Witness whereof, the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY
By and Through its Board of Directors**

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

By: _____
Greg Poschman, Chair

ATTEST:

**COUNTY OF EAGLE, STATE OF
COLORADO
By and Through Its Board of County
Commissioners**

By: _____
Regina O'Brien, Clerk to the Board

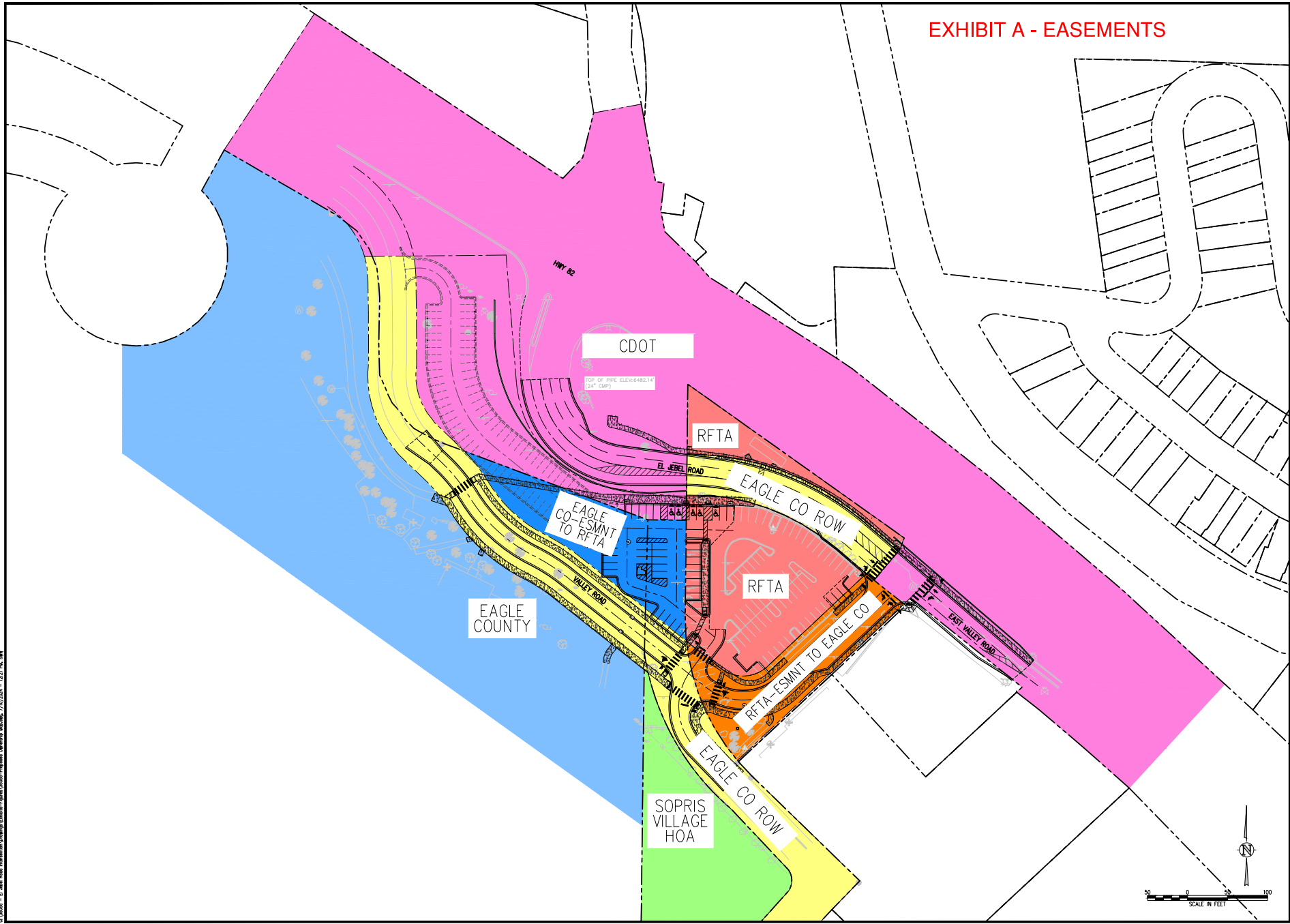
By: _____
Jeanne McQueeney, Chair

Exhibit A

EXHIBIT A - EASEMENTS



JVA, Inc. 827 Colorado Ave., Suite 301
 Glenwood Springs, CO 81601
 970.466.3300
 www.jva.com
 Boulder - Fort Collins - Vester Park
 Glenwood Springs - Denver

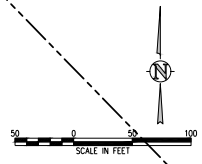


NO.	DATE	DESIGNED BY	DESCRIPTION

DESIGNED BY: QDH
 DRAWN BY: QDH
 CHECKED BY: JLS
 JOB #: 3595C
 DATE: 12/28/2023
 © JVA, INC.

VALLEY ROAD / HWY 82 INTERSECTION
 EL JEBEL, COLORADO
 PROPOSED OWNERSHIP MAP

SHEET NO.
EX. 2



3.3.2025 - El Jebel Road Intersection Ownership Exhibit - Proposed Owners Map 7/17/2024 - 10:27 AM - 2024

Exhibit B



JVA, Inc. 817 Colorado Ave., Suite 801
 Glenwood Springs, CO 81601
 970.486.3300
 www.jva.com
 Boulder Park Office • Winter Park
 (licensed George C. Decker)

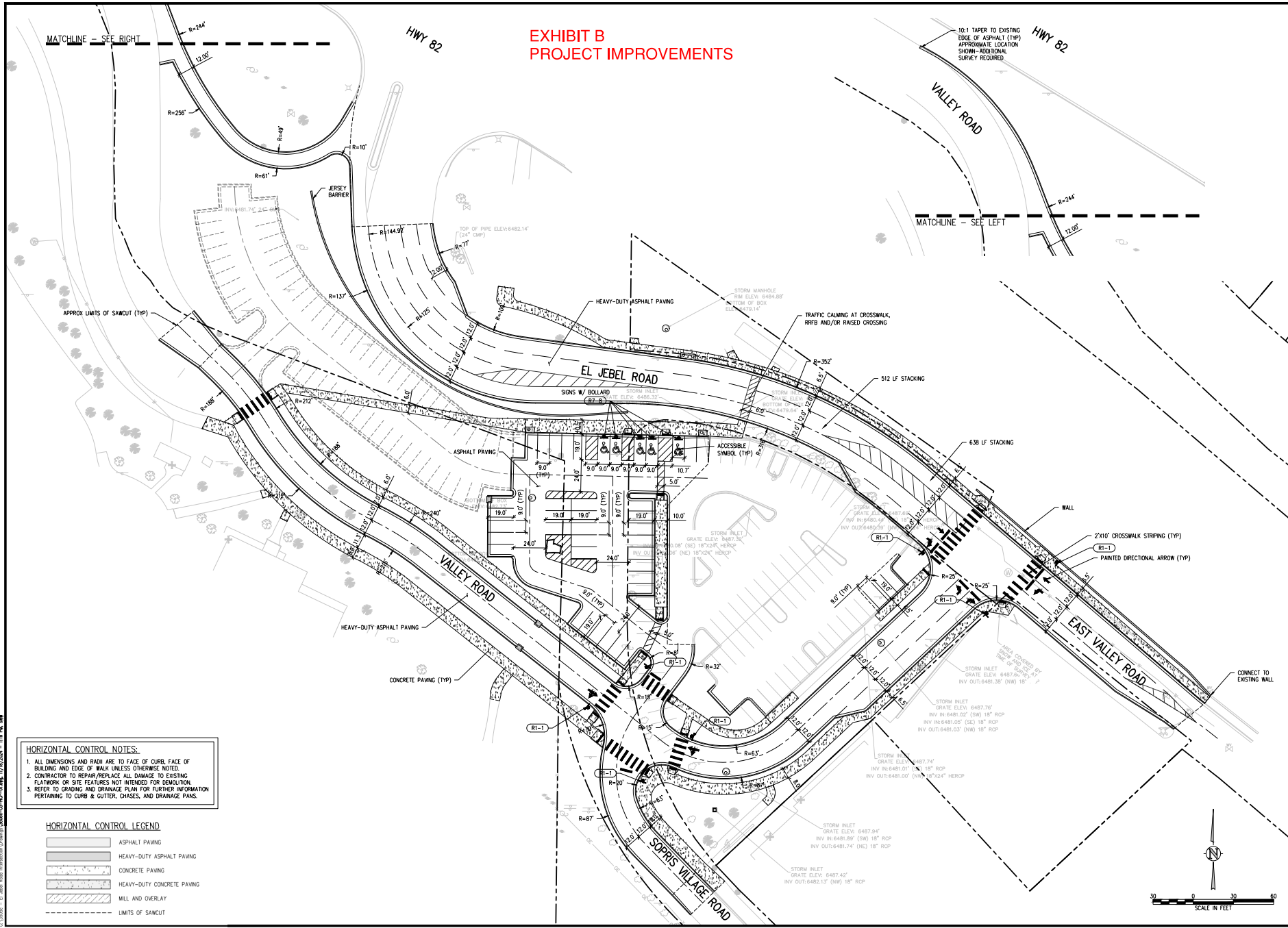
NO. DATE REVISION DESCRIPTION
 10/1/2024 10/1/2024 10/1/2024 10/1/2024

DESIGNED BY: QDH
 DRAWN BY: QDH
 CHECKED BY: JLS
 JOB #: 3595C
 DATE: 12/28/2023

© JVA, INC.
 VALLEY ROAD / HWY 82 INTERSECTION
 EL JEBEL, COLORADO
 HORIZONTAL CONTROL PLAN

SHEET NO.
 C3.0

EXHIBIT B PROJECT IMPROVEMENTS



- HORIZONTAL CONTROL NOTES:**
1. ALL DIMENSIONS AND RADII ARE TO FACE OF CURB, FACE OF BRIDING AND EDGE OF WALK UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.
 3. REFER TO GRADING AND DRAINAGE PLAN FOR FURTHER INFORMATION PERTAINING TO CURB & GUTTER, CHASES, AND DRAINAGE PANS.

HORIZONTAL CONTROL LEGEND

	ASPHALT PAVING
	HEAVY-DUTY ASPHALT PAVING
	CONCRETE PAVING
	HEAVY-DUTY CONCRETE PAVING
	MILL AND OVERLAY
	LIMITS OF SAWCUT

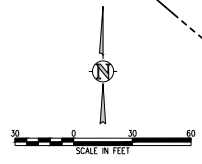


Exhibit C



JVA, Inc. 817 Colorado Ave., Suite 801
 Glenwood Springs, CO 81601
 970.466.3300
 www.jva.com
 Boulder-Fort Collins-Victor Park
 Licensed Geomatics Designer

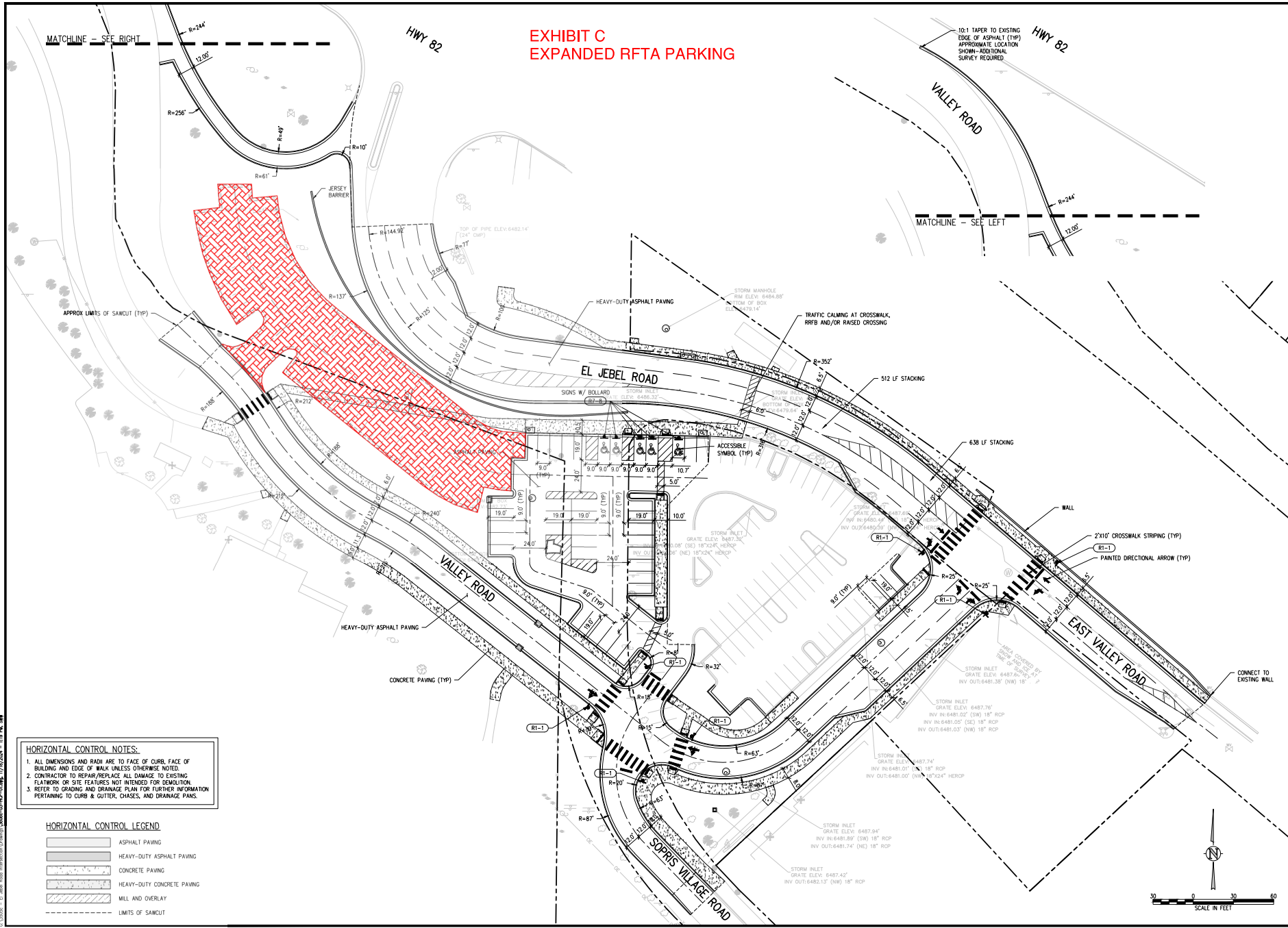
NO. DATE REVISION DESCRIPTION
 10/1/2024 1.00

DESIGNED BY: QDH
 DRAWN BY: QDH
 CHECKED BY: JLS
 JOB #: 35956
 DATE: 12/28/2023

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 VALLEY ROAD / HWY 82 INTERSECTION
 EL JEBEL, COLORADO
 HORIZONTAL CONTROL PLAN

SHEET NO.
 C3.0

EXHIBIT C EXPANDED RFTA PARKING



- HORIZONTAL CONTROL NOTES:**
1. ALL DIMENSIONS AND RADII ARE TO FACE OF CURB, FACE OF BRIDGING AND EDGE OF WALK UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.
 3. REFER TO GRADING AND DRAINAGE PLAN FOR FURTHER INFORMATION PERTAINING TO CURB & GUTTER, CHASES, AND DRAINAGE PANS.

HORIZONTAL CONTROL LEGEND

	ASPHALT PAVING
	HEAVY-DUTY ASPHALT PAVING
	CONCRETE PAVING
	HEAVY-DUTY CONCRETE PAVING
	MILL AND OVERLAY
	LIMITS OF SAWCUT

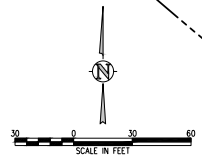


Exhibit D

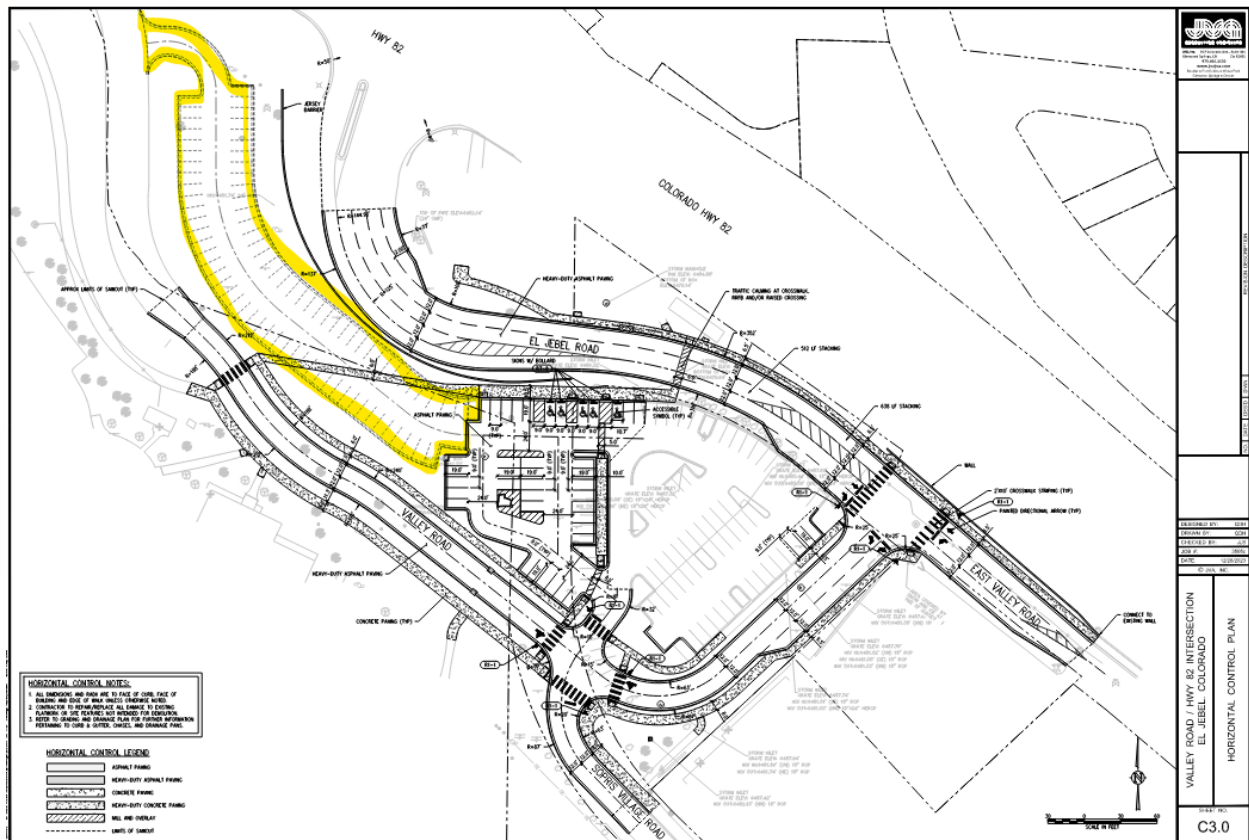


Exhibit D Scope of Services, Schedule, Fees

August 26, 2024

Reference: Eagle County – El Jebel Road and Valley Road Intersection
 RFTA Additional Parking Lot Additional Design Services
 JVA Job No. 3505c

JVA, Inc. will provide civil engineering services outside our current scope of work for the above-referenced project. The estimated scope and fees are for the El Jebel Road and Valley Road Intersection project near the State Highway 82 and El Jebel Road intersection in El Jebel. We are requiring additional fees for the design of the additional RFTA parking lot west of the originally proposed parking lot. A two-way drive with parking stalls on each side has been shown from the west end of the proposed parking lot tying into Valley Road. This layout has been conceptually shown in the strip of land between Valley Road and El Jebel Road. The design has been shown on the plans for the new intersection and is highlighted below:



The design of this additional parking has been conceptually shown on the plans. This additional service request is for designing this portion of the parking lot from conceptual level through construction documents.



The County has also requested the design of the additional lot be updated to add a dedicated right hand turn lane off of Highway 82 to connect directly with Valley Road. This will require the additional lot to be redesigned to accommodate the new lane. The highlighted areas below are the proposed lane location and the changes to the additional lot.



SCOPE OF WORK

The original scope of services was based on the project RFP issued on June 17, 2021 and based on our proposal dated July 15, 2021. This scope of work will include the design of the aforementioned parking lot to include pedestrian connections to the up valley RFTA bus stop and existing parking lot, the underpass to the north side of Highway 82, Sopris Village and the Orchard Plaza shopping center, any required relocation and design of existing and proposed storm drainage infrastructure along with analysis of downstream conveyances, relocation and design of existing wet utility infrastructure including fire hydrants and appurtenances if necessary, and coordination of relocation of existing dry utilities as needed. JVA is assuming this parking lot will be designed with the rest of the project through Construction Documents. If it is designed as a stand alone project, that scope of services will need to be negotiated separately.

For purposes of this proposal, we have included Basic Services for the development of the site alone. If additional roadway and utility infrastructure is required outside this area, we have assumed that this will be negotiated separately. Based on this information and our understanding of the design efforts required for roadway improvement projects, the civil engineering services anticipated for this project include the following detailed tasks:



Task 1 - Design Development (30% Design)

1. JVA will design the grading to the one-foot contour interval. JVA will design the onsite drainage system and coordinate with the design team for sizing and location of drainage structures. JVA will include this parking lot in the preparation and submittal of the Preliminary Drainage Report. We have assumed that this report will address site drainage system design and erosion control issues. Based on our understanding of the site, design of stormwater detention and water quality enhancement facilities are not included.
2. JVA will coordinate with the local regulatory agencies, including the municipal/county utilities and fire departments, for onsite water and sewer mains and services, and provide coordination drawings for review. JVA will assist the CLIENT with the regulatory agency review process. We assume the CLIENT will complete applications and pay submittal fees. JVA will submit review drawings for grading & drainage, erosion control, and utilities. JVA will prepare 404 permit applications for temporary and permanent wetland impacts as needed.
3. We will develop right-of-way (ROW)/easement plans, appraisals, acquisition, and title services in accordance with CDOT and FHWA standards, if needed.
4. We will review the preliminary site layouts, concepts, and Code requirements as they relate to the landscape architecture. We will prepare a landscape design concept for review. The approved concept shall be refined into landscape design development plans.
5. JVA will produce the design development plans and specifications. We will update the preliminary earthwork calculations with the more refined grading where applicable. JVA will provide quantities and a preliminary design level opinion of probable construction cost. Two (2) coordination/review meetings are anticipated.

Task 2 - Final Design/Construction Documents

6. JVA will continue to refine the grading from the design development to the final grading required on the site with critical spot elevations provided. Storm sewer inlets, piping, grass-lined swales, and drainage features will be designed. Estimated earthwork calculations are anticipated.
7. We will contact gas, electric, telephone, data, and other non-public utility companies with regard to realignment and/or undergrounding of said utilities. JVA will work with the CLIENT for related site coordination. JVA will show these non-public utilities on our preliminary and final engineering plans based on design information provided by others. Based on our experience, we anticipate the utility companies will perform their own final design and the installation will be coordinated by the CLIENT and contractor.
8. JVA will finalize the design of the parking lot improvements and produce a horizontal control plan with signage and striping. Demolition plans are included. We will develop phasing and traffic control plans for construction. Final approximate quantities will be estimated and included in the plans.
9. We will refine the landscape design development plans into a full biddable and buildable construction documentation format.



- 10. We will finalize right-of-way (ROW)/easement plans, appraisals, acquisition, and title services in accordance with CDOT and FHWA standards, if needed.
- 11. JVA will produce the final construction plans, technical specifications, and applicable final reports, and update the opinion of probable construction cost. We will attend two (2) coordination/review meetings to complete the document review process. It is anticipated that the entire project will be issued as one set of construction documents. If the project is to be phased or issued in separate bid packages it may require extension of the time scheduled for our work and additional fees.

Task 5 - Bidding and Construction Administration Services

- 12. Bidding phase services are not included. Bid phase services can be provided on an hourly basis and may include assisting the CLIENT in advertising the project, attendance at pre-bid meeting, responding to contractor requests for information (RFIs), and issuance of addenda (if required). We have assumed that the CLIENT will provide all bidding services for this project.
- 13. Construction phase services are not included. Construction phase services can be provided on an hourly basis and may include the review of product submittals, change order documentation, response to contractor information requests for civil engineering related items, and reviewing and incorporating contractor red-line drawings to prepare record drawings. Site meetings (construction kick-off meeting, site observation visits, and/or punchlist meeting) may also be included during the work progress. We have assumed that the CLIENT will provide all construction services for this project.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on the percentage of lump sum completed to date plus including reimbursable expenses.

Basic Civil Engineering Services

Task 1 - Design Development (30% Design)	\$ 15,000
Task 2 - Final Design/Construction Documents	<u>\$ 23,000</u>
TOTAL LUMP SUM FEE	\$ 38,000

Exclusions: Services resulting from significant changes to the project scope, significant bid alternate design, significant site plan changes and additional design work or plans related to field conditions or contractor issues after plans are complete that could not have been reasonably foreseen may require extension of the time scheduled for our work and additional fees. Additional regulatory agency or public hearings required for planning department review and approval will be considered additional services may require extension of the time scheduled for our work and additional fees. Irrigation design is not included at this time.

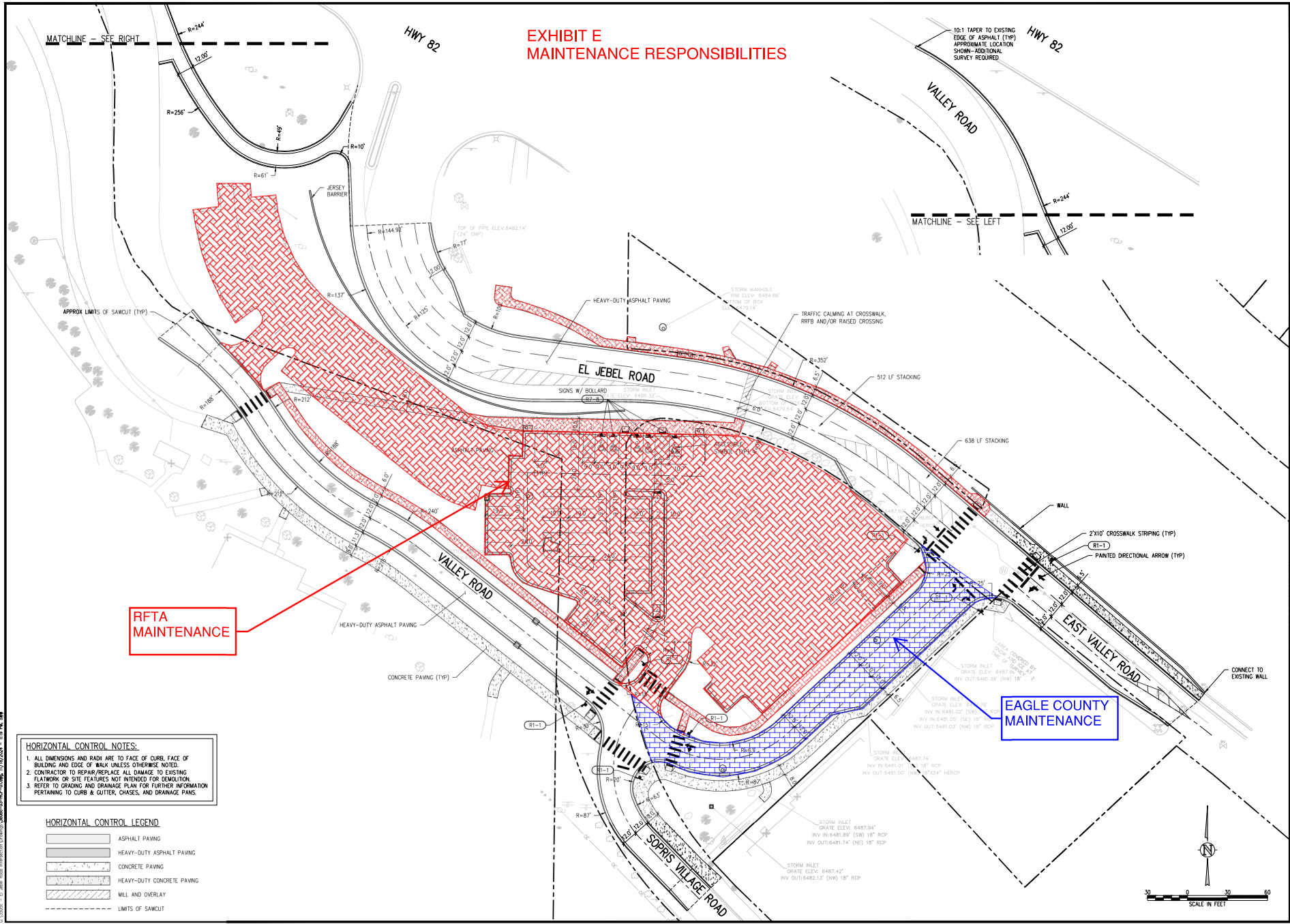
SCHEDULE

We will design this additional parking lot in conjunction with the rest of the intersection design.

Exhibit E



EXHIBIT E MAINTENANCE RESPONSIBILITIES



**RFTA
MAINTENANCE**

**EAGLE COUNTY
MAINTENANCE**

- HORIZONTAL CONTROL NOTES:**
1. ALL DIMENSIONS AND RADII ARE TO FACE OF CURB, FACE OF BUILDING AND EDGE OF WALK UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO REPAIR/REPLACE ALL DAMAGE TO EXISTING FLATWORK OR SITE FEATURES NOT INTENDED FOR DEMOLITION.
 3. REFER TO GRADING AND DRAINAGE PLAN FOR FURTHER INFORMATION PERTAINING TO CURB & GUTTER, CHASES, AND DRAINAGE PANS.

HORIZONTAL CONTROL LEGEND

	ASPHALT PAVING
	HEAVY-DUTY ASPHALT PAVING
	CONCRETE PAVING
	HEAVY-DUTY CONCRETE PAVING
	MILL AND OVERLAY
	LIMITS OF SAWCUT

DESIGNED BY: QDH	REVISION DESCRIPTION
DRAWN BY: QDH	NO. DATE DESIGNED BY
CHECKED BY: JLS	
JOB #: 35956	
DATE: 12/28/2023	
© JVA, INC.	
VALLEY ROAD / HWY 82 INTERSECTION EL JEBEL, COLORADO	
HORIZONTAL CONTROL PLAN	
SHEET NO. C3.0	

RFTA BOARD OF DIRECTORS MEETING
“INFORMATION/UPDATES” AGENDA SUMMARY ITEM # 6. A.

CEO REPORT

TO: RFTA Board of Directors
FROM: Kurt Ravenschlag, CEO
DATE: February 13, 2025



Status of Federal Grant Funding

The Presidential Executive Order titled "Unleashing American Energy" issued on January 20, along with the subsequent memorandum dated January 22 and the Office of Management and Budget (OMB) Memorandum concerning the "Temporary Pause of Agency Grant, Loan, and Other Financial Assistance Programs" from January 27, all advocate for delays, funding freezes, and potential cancellations of previously committed federal grants. The temporary restraining order (TRO) issued by U.S. District Judge Loren AliKhan, along with the subsequently rescinded January 27th OMB Memorandum regarding the “Temporary Pause of Agency Grants, Loans, and Other Financial Assistance Programs,” provides temporary reprieve from the Trump Administration’s proposed freeze on federal grants for electric vehicle initiatives; however, the situation is fluid, and the long-term availability of these funds remains uncertain.

The following grants could be subject to these delays and cancellations:

Grant	Project	Amount	Status
FY24 FTA 5339b/c	Modernize the Glenwood Springs Operations and Maintenance Facility to support its planned zero-emission bus fleet	\$32,837,664	Awarded, not under contract
FY2022 RAISE	West Glenwood Springs Transit Center	\$4,800,000	Awarded, Obligated
FY2025 FTA 5311 Operating	Regional Operating Funding	\$1,274,860	Awarded, Obligated
FY2025 RAISE	BRT Extension Planning Project	\$1,028,450	Awarded, not under Contract
FY2020 BUILD	Glenwood Springs Maintenance Facility, Phases 3,4,5,7 – remaining grant balance	\$295,776	Awarded, Obligated
FY2022 5311	Glenwood Springs Maintenance Facility, Phases 3,4,5,7 – remaining grant balance	\$975,211	Awarded, Obligated
Total RFTA Funding Potentially Subject to Freeze		\$41,211,961	

RFTA’s lobbying firm, Sustainable Strategies (S2), says, details are likely to be uncertain, delayed, and messy. S2 makes the following recommendations:

- Expect and plan for delays, use caution about big commitments, and manage cash flow.
- Maintain compliance, stay in regular contact with grant officers, and seek executed agreements for grants and grant drawdowns whenever possible.

- Assess and document potential negative impacts, and work with S2 to contact your Members of Congress and staff with impact statements. Prepare for the new normal about EVs, green programs, DEI (diversity, equity, and inclusion), migrant programs, and more.

In coordination with S2, RFTA has drafted an email to RFTA's Delegation, which will be sent to Delegation staff, outlining RFTA's concerns and the potential impacts to its grant-funded projects, totaling about \$41 million.

New RFTA Values Development

RFTA spent several months this past summer developing a new set of core values, collaboratively with staff and leadership; under the guidance of Executive Leadership Coach David Knapp. These values reflect who we are as an organization today, where we aspire to go, and our commitment to operational excellence and a strong organizational culture. We believe that those who develop the values are more likely to embrace those values. These values will serve as a foundation for RFTA's leadership, decision-making, and employee engagement moving forward.

New Core Values and Definitions

- **Stewardship:** We responsibly manage and care for our customers, our workforce, and publicly entrusted resources.
- **Integrity:** We act with honesty and transparency with a commitment to do what is right.
- **Respect:** We are considerate of others' differences, views, responsibilities, space and time.
- **Excellence:** We are dedicated to delivering the highest quality in all we do, and continuously strive to improve ourselves, our services, and our processes.
- **Accountability:** We acknowledge it, take responsibility, resolve it, and take action.
- **Collaboration:** We solve problems as a community with a shared purpose, creating an inclusive environment.
- **Adaptability:** We demonstrate flexibility and embrace challenges in an ever-changing environment.

Background and Context

- **Internal Reflection and Input:**
 - These values emerged from a collaborative process, including a dedicated workshop led by David Knapp with RFTA Directors.
 - We examined RFTA's strengths, challenges, and opportunities, reflecting on the values needed for today and the future.
 - Open discussions with Directors and Executives helped define what makes RFTA successful and what principles we would like to focus on moving forward.
- **Alignment with Organizational Priorities:**
 - Each value was carefully evaluated for its relevance to our mission and strategic plan.
 - Input from leadership and employees ensured the values are actionable, not just aspirational.
- **Past and Current Context:**
 - RFTA has evolved significantly over the past 20 years.
 - The previous set of core values did not reflect today's organization, workforce, or current goals.
 - This new framework will guide RFTA's culture and interactions internally and externally through future challenges and opportunities.

- RFTA will integrate our core values into the performance review process. Employees will be recognized and rewarded when exuding these values and held accountable when not.

CO Sales Tax Exemption Issue - Update

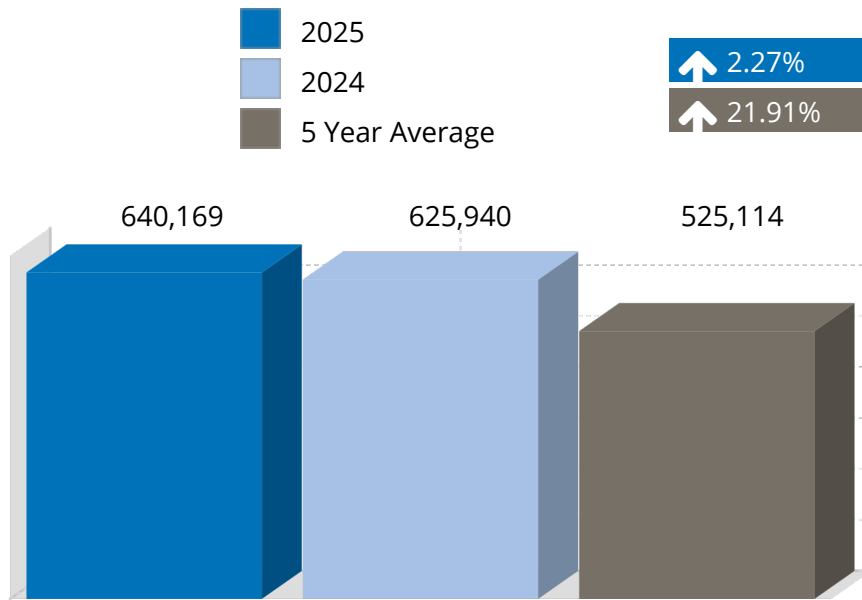
This is a follow up to the last update included in the November 8, 2024 CEO Report.

RFTA staff continues to work through the Colorado Department of Revenue (CDOR) process for challenging the denial of RFTA's sales tax exemption in connection with the renovation of the Rodeway Inn, now known as Iron Mountain Place, for employee housing. RFTA is appealing the CDOR's determination that RFTA is not entitled to a public entity exemption because employee housing is not within RFTA 's governmental function (that not a specifically recited power under the Regional Transportation Authority Act). Kutak Rock, the Denver law firm that has served as RFTA's bond counsel and consultant on governmental issues for many years, is representing RFTA in this matter, assisted by RFTA General Counsel. We are in the process of preparing a Prehearing Data Certificate, which will include a list of each legal issue to be determined, a statement of facts which references attached exhibits, a list of exhibits and attachments, a list of witnesses and a brief summary of each witness's testimony, a position statement including each issue and applicable law. It is difficult to predict when the hearing date will be scheduled. RFTA can appeal an adverse ruling within 30 days.

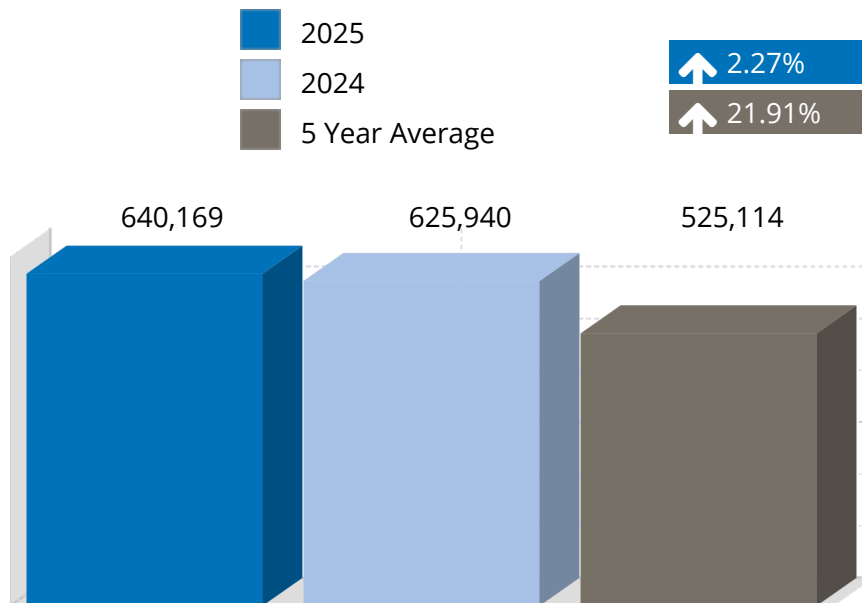
Concurrently, RFTA staff is in the process of proposing an amendment to the Regional Transportation Authority Act to explicitly include employee housing as an express power, essential to the operation of transportation authorities. This legislative initiative is being coordinated with Ann Rajewski, Executive Director at CASTA.

Ridership Performance Metrics

January Ridership

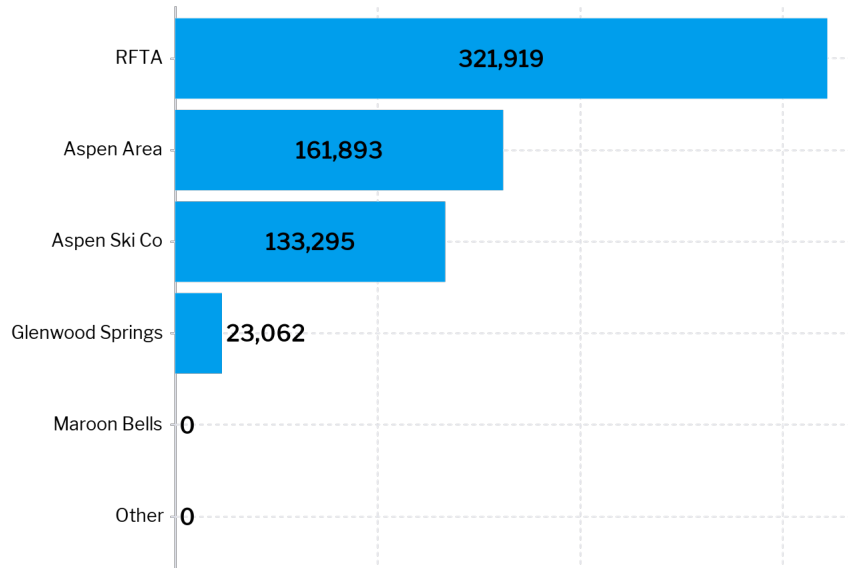


January Year-to-Date Ridership



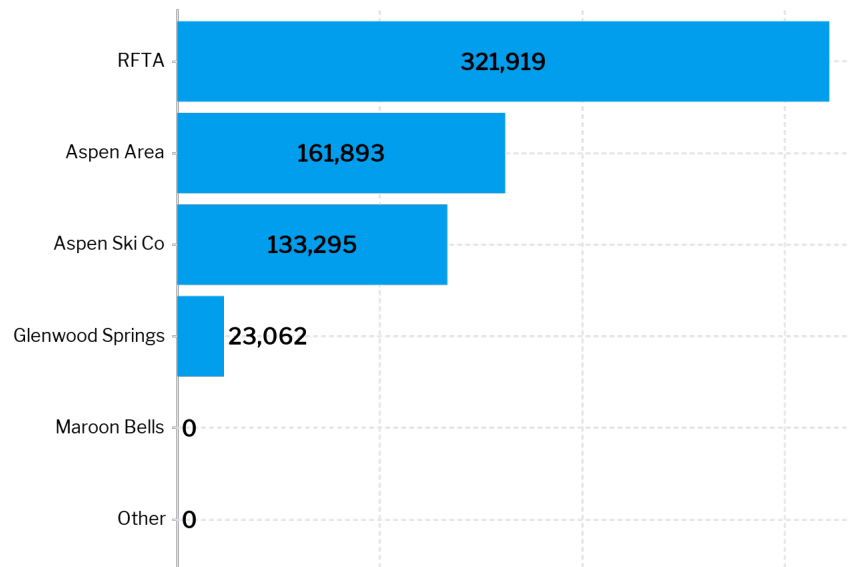
January 2025 Ridership

640,169 Boardings



January Year-to-Date 2025 Ridership

640,169 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

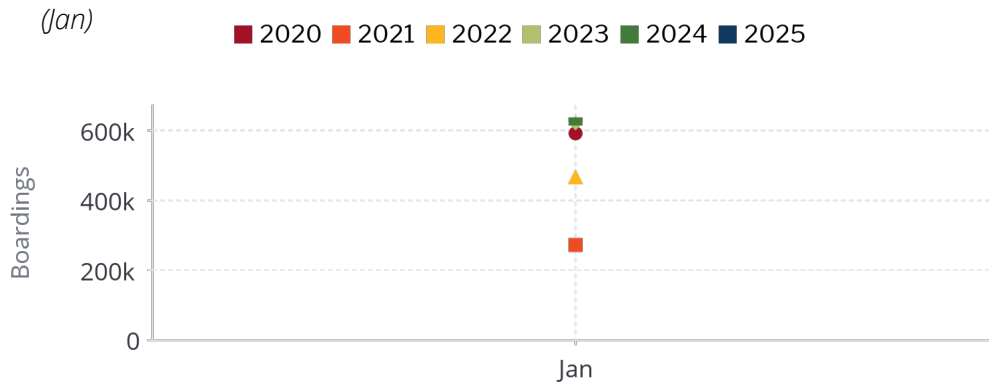
Aspen Ski Co: Aspen Highlands Ski, Buttermilk, Flyer

Glenwood Springs: Ride Glenwood

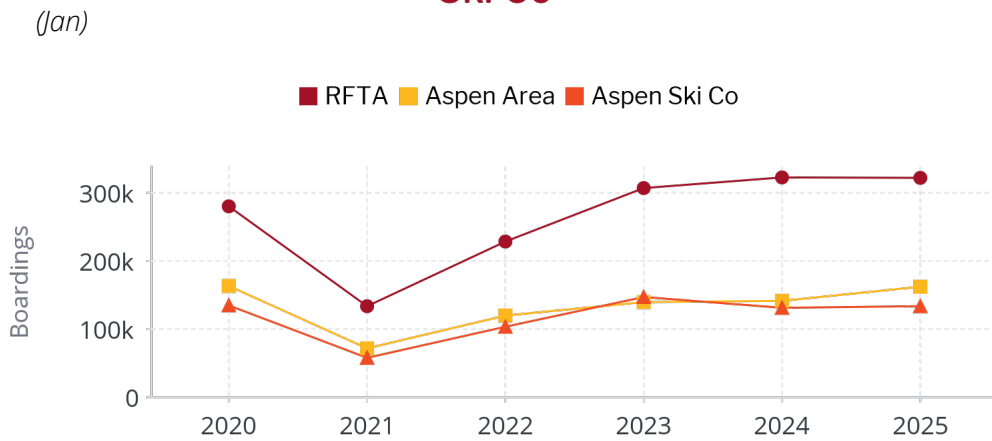
Maroon Bells: Maroon Bells

Other: Music School (Burlingame), Jazz Aspen Snowmass, X Games

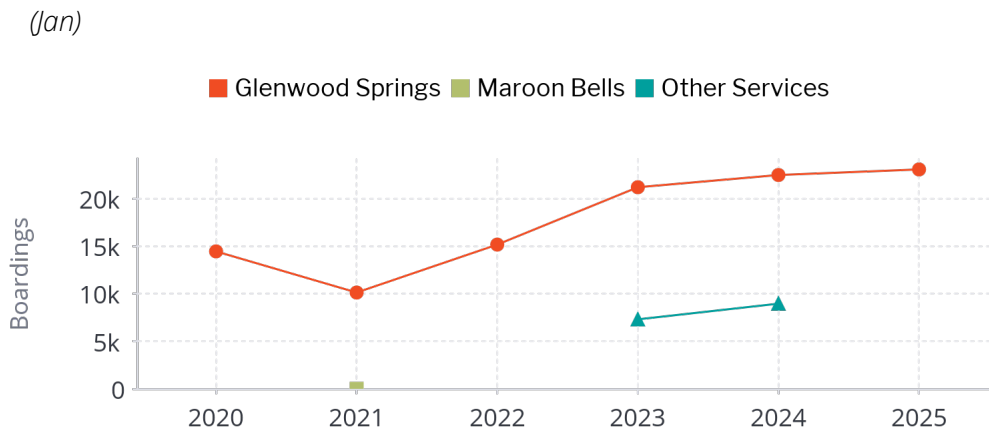
Ridership by Month Year-to-Date



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 - January

Route	2025	2024	% Change
VelociRFTA	123,627	118,848	4.0%
Snowmass/Aspen Ski	91,990	90,281	1.9%
Local Valley	86,318	89,274	-3.3%
Castle Maroon	57,653	65,508	-12.0%
Snowmass/Aspen	53,889	55,650	-3.2%
Hunter Creek	41,586	34,092	22.0%
Ride Glenwood	23,062	22,476	2.6%
Aspen Highlands Ski	21,948	20,247	8.4%
Buttermilk	19,357	20,347	-4.9%
Hogback	17,943	15,455	16.1%
Burlingame	17,702	14,538	21.8%
Snowmass-Valley	15,592	15,310	1.8%
Carbondale Circulator	13,888	16,649	-16.6%
Aspen Highlands Direct	13,806	3,045	353.4%
Cemetery Lane	10,233	9,203	11.2%
Snowmass/Intercept	10,123	10,586	-4.4%
Galena Street	9,488	7,244	31.0%
Mountain Valley	9,294	5,406	71.9%
Cross Town	2,131	2,034	4.8%
Woody Creek	539	794	-32.1%
X Games		8,953	
	640,169	625,940	2.3%

Ridership Rankings - January Year-to-Date

Route	2025 YTD	2024 YTD	% Change
VelociRFTA	123,627	118,848	4.0%
Snowmass/Aspen Ski	91,990	90,281	1.9%
Local Valley	86,318	89,274	-3.3%
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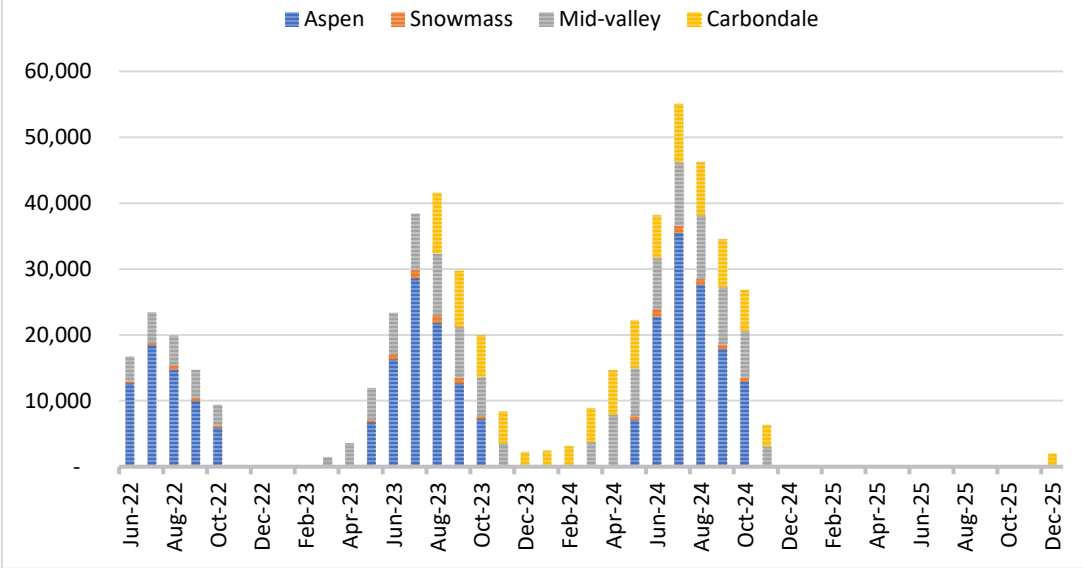
Passengers per Hour Rankings - January

Route	2025 YTD	2024 YTD	% Change
Hunter Creek	68.24	55.69	22.54%
Aspen Highlands Ski	39.00	36.85	5.82%
Castle Maroon	38.48	43.73	-12.00%
Snowmass/Aspen Ski	34.85	36.29	-3.96%
Aspen Highlands Direct	32.19	42.77	-24.73%
Buttermilk	31.36	34.13	-8.10%
Snowmass-Valley	30.93	28.17	9.78%
Snowmass/Aspen	30.89	32.49	-4.92%
Ride Glenwood	29.78	29.01	2.66%
Carbondale Circulator	27.18	33.32	-18.44%
Snowmass/Intercept	24.85	28.70	-13.39%
Burlingame	23.58	18.01	30.94%
VelociRFTA	18.98	21.61	-12.18%
Galena Street	17.51	14.46	21.07%
Local Valley	17.20	17.52	-1.84%
Cemetery Lane	16.94	15.22	11.30%
Mountain Valley	15.42	8.97	71.95%
Hogback	14.28	15.91	-10.28%
Cross Town	4.52	4.54	-0.48%
Woody Creek	1.41	2.11	-32.92%
X Games		79.23	0.00%
	24.21	25.31	-4.32%

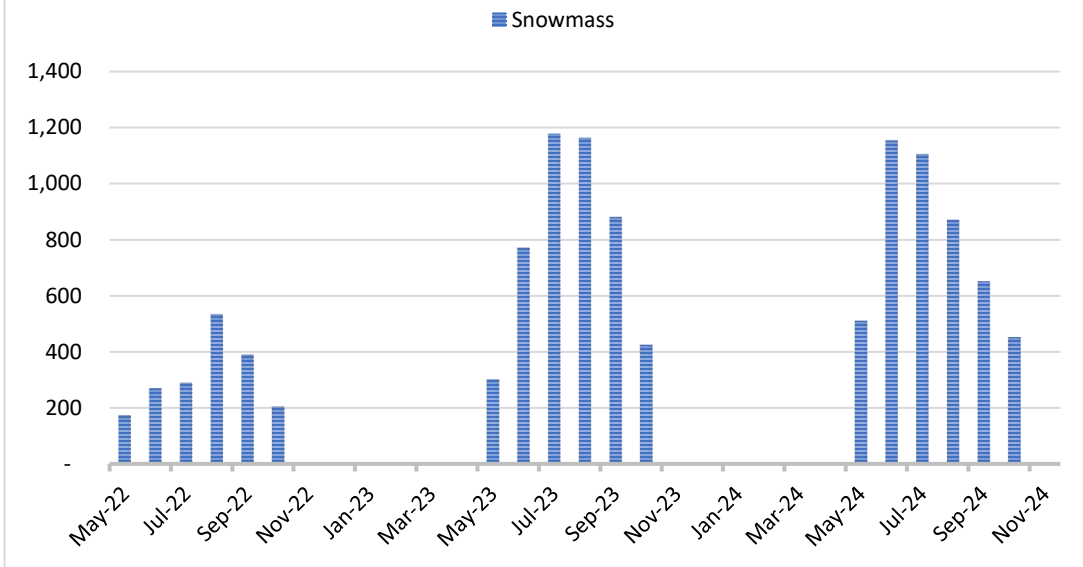
Passengers per Hour Rankings - January Year-to-Date

Route	2025 YTD	2024 YTD	% Change
Hunter Creek	68.24	55.69	22.54%
Aspen Highlands Ski	39.00	36.85	5.82%
Castle Maroon	38.48	43.73	-12.00%
Snowmass/Aspen Ski	34.85	36.29	-3.96%
Aspen Highlands Direct	32.19	42.77	-24.73%
Buttermilk	31.36	34.13	-8.10%
Snowmass-Valley	30.93	28.17	9.78%
Snowmass/Aspen	30.89	32.49	-4.92%
Ride Glenwood	29.78	29.01	2.66%
Carbondale Circulator	27.18	33.32	-18.44%
Snowmass/Intercept	24.85	28.70	-13.39%
Burlingame	23.58	18.01	30.94%
VelociRFTA	18.98	21.61	-12.18%
Galena Street	17.51	14.46	21.07%
Local Valley	17.20	17.52	-1.84%
Cemetery Lane	16.94	15.22	11.30%
Mountain Valley	15.42	8.97	71.95%
Hogback	14.28	15.91	-10.28%
Cross Town	4.52	4.54	-0.48%
Woody Creek	1.41	2.11	-32.92%
X Games		79.23	0.00%
	24.21	25.31	-4.32%

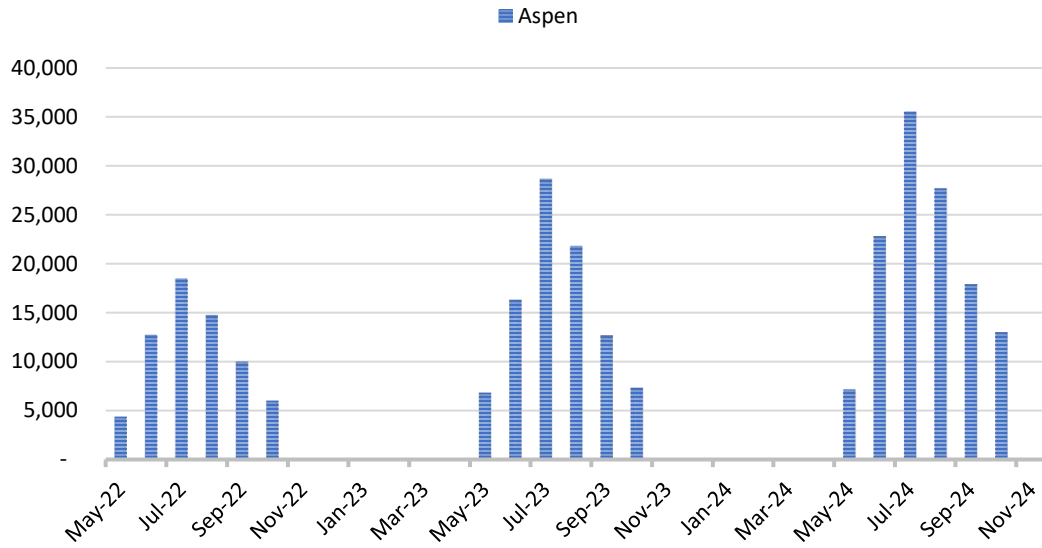
WE-CYCLE MONTHLY TRIPS



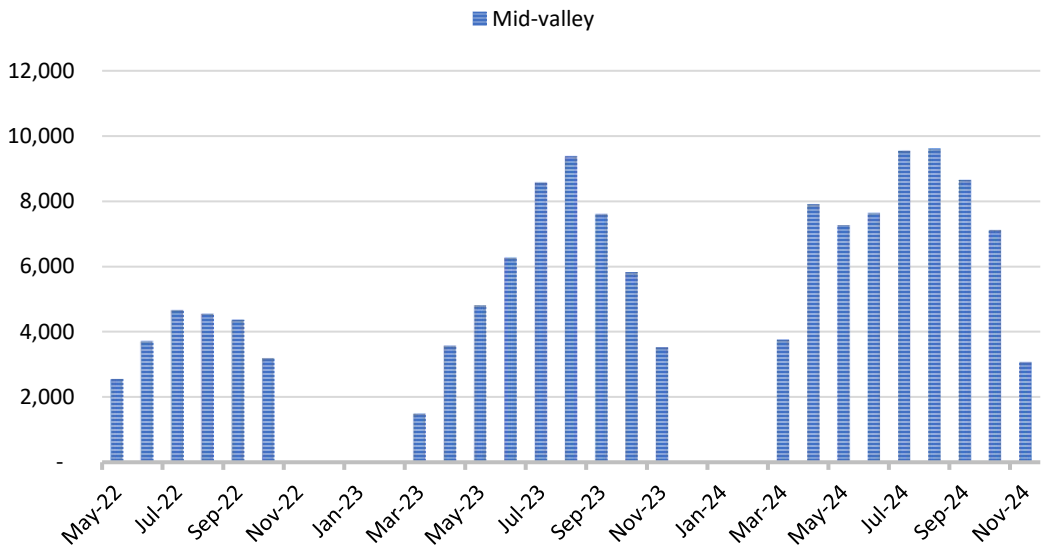
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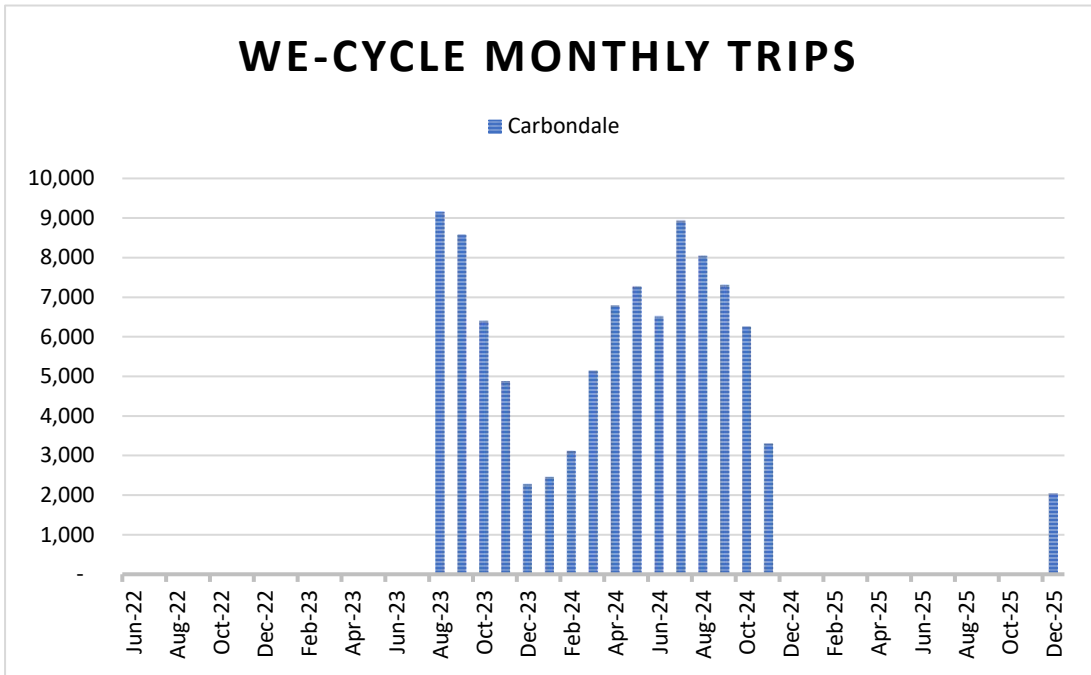
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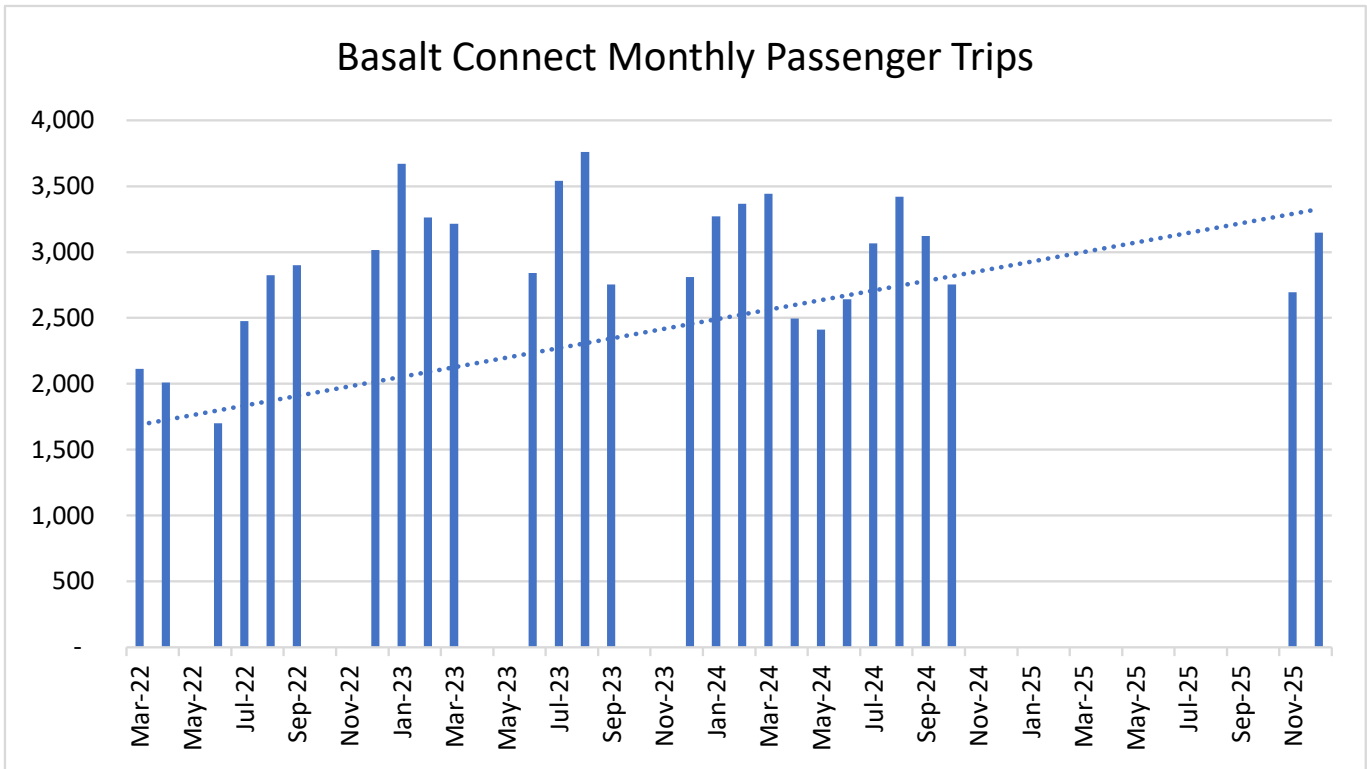
WE-CYCLE MONTHLY TRIPS



WE-CYCLE MONTHLY TRIPS

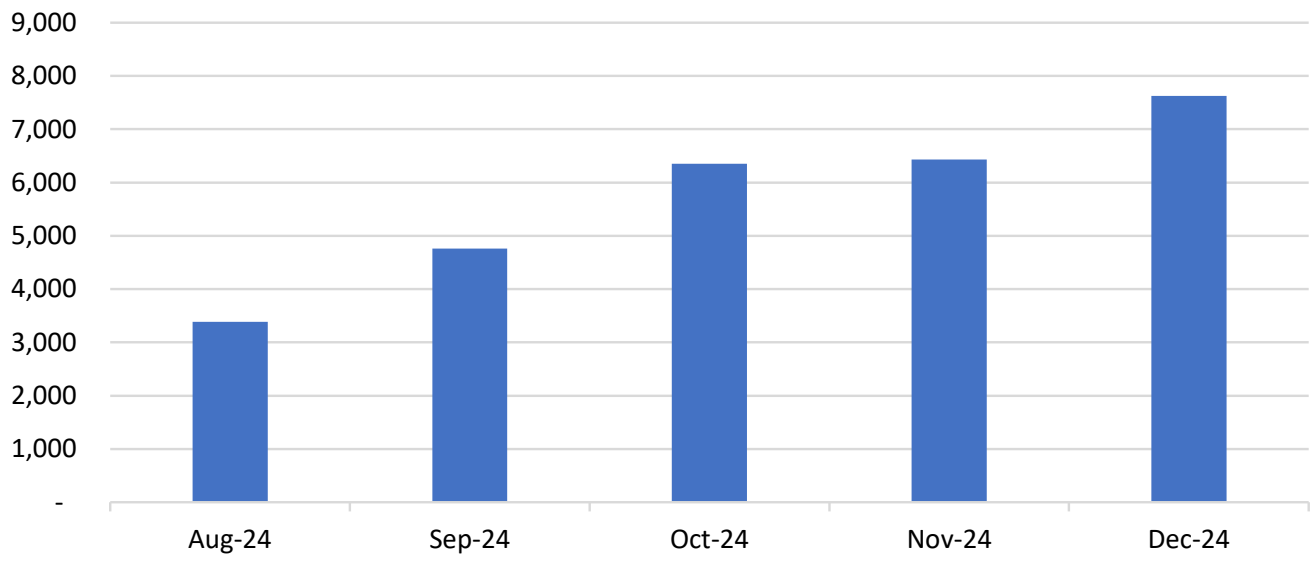


Basalt Connect Monthly Passenger Trips



Carbondale Downtowner Monthly Passenger Trips*

*Service Initiated July 1, 2024



2024 Actuals/Budget Comparison (December YTD)

2024 Budget Year				
General Fund	December YTD			
	Actual	Projection	Amended Budget	% Var.
Revenues				
Sales and Use tax (1)	\$ 38,170,634	\$ 42,975,762	\$ 41,598,000	3.3%
Property Tax Revenue	\$ 19,020,933	\$ 19,020,933	\$ 17,963,000	5.9%
Grants (2)	\$ 23,602,436	\$ 24,051,138	\$ 40,943,044	-41.3%
Fares (3)	\$ 5,158,891	\$ 5,158,891	\$ 4,794,360	7.6%
Other govt contributions	\$ 1,179,956	\$ 1,179,956	\$ 1,181,970	-0.2%
Other income (4)	\$ 6,287,592	\$ 6,287,592	\$ 5,802,860	8.4%
Total Revenues	\$ 93,420,442	\$ 98,674,272	\$ 112,283,234	-12.1%
Expenditures				
Fuel (5)	\$ 1,776,932	\$ 1,698,000	\$ 2,593,606	-34.5%
Transit (6)	\$ 42,716,795	\$ 42,583,000	\$ 45,389,326	-6.2%
Trails & Corridor Mgmt	\$ 1,126,272	\$ 1,126,500	\$ 1,263,978	-10.9%
Capital (7)	\$ 52,706,234	\$ 52,706,230	\$ 82,116,491	-35.8%
Debt service	\$ 1,882,483	\$ 1,882,483	\$ 1,882,484	0.0%
Total Expenditures	\$ 100,208,716	\$ 99,996,213	\$ 133,245,885	-25.0%
Other Financing Sources/Uses				
Other financing sources	\$ 36,234	\$ 36,234	\$ -	#DIV/0!
Other financing uses	\$ (5,414,675)	\$ (5,414,675)	\$ (5,779,993)	-6.3%
Total Other Financing Sources/Uses	\$ (5,378,440)	\$ (5,378,440)	\$ (5,779,993)	-6.9%
Change in Fund Balance	\$ (12,166,714)	\$ (6,700,382)	\$ (26,742,644)	-74.9%

- (1) Actual sales and use tax revenues exclude December data, which will become available in early February 2025. Through November, revenues are approximately 4% over the prior year and approximately 3% over the amended budget.
- (2) Budgeted grant revenues expected to be carried over to 2025 include: \$10.1 million for the VW Settlement Award and \$5.5 million for the CTE Vehicle Award for the 10 Battery Electric Buses, \$927,000 for the FTA 5311 Capital Grant for the GMF 3/4/5/7 Expansion Project, \$296,000 for the FTA Build Grant for the GMF 3/4/5/7 Expansion Project, \$82,000 for the CDOT Faster Operating Grant, and \$27,000 for the ZEV Safety and Training Project.
- (3) Through December, fare revenue increased by 3% and ridership increased by 5%, respectively, compared to the prior year. The chart below provides a YTD December 2024/2025 comparison of actual fare revenues and ridership on RFTA regional services:

Fare Revenue:	YTD 12/2023	YTD 12/2024	Increase/ (Decrease)	% Change
Regional Fares	\$ 3,646,281	\$ 3,745,589	\$ 99,308	3%
Maroon Bells	\$ 1,287,751	\$ 1,355,748	\$ 67,997	5%
Total Fare Revenue	\$ 4,934,032	\$ 5,101,337	\$ 167,305	3%
Ridership on RFTA Regional Services*:	YTD 12/2023	YTD 12/2024	Increase/ (Decrease)	% Change
Highway 82 (Local & Express)	896,654	940,377	43,723	5%
BRT	1,035,227	1,109,421	74,194	7%
SM-DV	69,112	80,296	11,184	16%
Grand Hogback	179,208	200,548	21,340	12%
Maroon Bells	215,176	222,051	6,875	3%
Total Ridership on RFTA Fare Services	2,395,377	2,552,693	157,316	7%
Avg. Fare/Ride	\$ 1.67	\$ 1.61	\$ (0.07)	-4%
Avg. Fare/Ride MB	\$ 5.98	\$ 6.11	\$ 0.12	2%

- (4) Includes higher than expected investment income.
- (5) 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.
- (6) Anticipated savings include both lower than expected facilities operating costs and administrative costs.
- (7) Unexpended budget for several capital projects will be carried over to 2025 due to timing, including, but not limited to: 10 Battery Electric Buses, the Glenwood Maintenance Facility (GMF) Phase 3/4/5/7 Project, the Iron Mountain Place Housing Project, the Town of Snowmass Village Transit Station contribution, the contribution to the South Bridge project, Enterprise Resource Planning (ERP), and First-Last Mile Mobility (FLMM) funding.

RFTA System-Wide Transit Service Mileage and Hours Report								
Transit Service	Mileage December YTD				Hours December YTD			
	Actual	Budget	Variance	% Var.	Actual	Budget	Variance	% Var.
RF Valley Commuter	3,712,588	3,770,311	(57,723)	-1.5%	174,544	173,553	990	0.6%
City of Aspen	558,169	566,843	(8,674)	-1.5%	64,828	65,613	(785)	-1.2%
Aspen Skiing Company	271,010	282,781	(11,771)	-4.2%	19,323	20,373	(1,051)	-5.2%
Ride Glenwood Springs	116,048	115,321	728	0.6%	10,010	9,959	50	0.5%
Grand Hogback	413,426	413,752	(326)	-0.1%	18,773	18,522	251	1.4%
Specials/Charters	6,309	4,100	2,209	53.9%	679	580	99	17.1%
Senior Van	12,595	10,190	2,405	23.6%	1,675	1,524	151	9.9%
MAA Burlingame	12,485	12,663	(178)	-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	5,191,898	5,265,379	(73,480)	-1.4%	297,740	297,923	(183)	-0.1%
Training & Other	24,340	40,150	(15,810)	-39.4%	34,497	33,568	929	2.8%
Total Transit Service, Training & Other	5,216,238	5,305,529	(89,290)	-1.7%	332,237	331,491	746	0.2%

RFTA Investments Quarterly Report

In accordance with RFTA's Investment Policy, staff has prepared the following investment summary that provides an analysis of RFTA's current investment portfolio and quarterly activity through 12/31/2024.

Investment	9/30/2024		Purchases/ (Redemptions)	12/31/2024	
<i>Local Government Investment Pools:</i>					
Colotrust Plus+	\$ 48,000,963	49%	\$ (3,627,457)	\$44,373,506	50%
CSIP	\$ 49,560,520	51%	\$ (5,218,287)	\$44,342,233	50%
Total	\$ 97,561,483	100%	\$ (8,845,745)	\$88,715,739	100%
<i>Monthly Distribution Yield:</i>					
Colotrust Plus+	5.27%			4.71%	
CSIP	5.24%			4.71%	

Notes:

1. The decrease in the Colotrust Plus+ account is due to interest earnings less a one-time transfer to Alpine Bank to fulfill near term cashflow needs.
2. The decrease in the CSIP account is due to interest earnings less a one-time transfer to Alpine Bank to fulfill near term cashflow needs.
3. If there is an accumulation of excess funds in RFTA's operating accounts with Alpine Bank, then staff could transfer the excess funds to the Local Government Investment Pools.

2025 Budget - Update

RFTA staff closes its books for the 2024 calendar year in February. At the March 2025 RFTA Board meeting, staff anticipates to present a supplemental budget appropriation resolution to carryforward unexpended project budgets from 2024 to 2025 (due to timing of the various projects).

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

Meeting Date:	February 13, 2025
Subject:	Resolution 2025-11: Acceptance of the 2024 Covenant Enforcement Commission (CEC) Report
Strategic Outcome:	1.0 ACCESSIBILITY AND MOBILITY
Strategic Objective:	1.1 Rio Grande Railroad Corridor/Rio Grande Trail is appropriately protected, utilized, and accessible to all users
Presented By:	Abbey Pascoe, Trails and Railroad Corridor Specialist, Brett Meredith, Trails and Corridor Manager, and Tom Newland, Consultant
Staff Recommends:	Approve Resolution 2025-11, and authorize staff to send the 2024 Annual Report of the Rio Grande Corridor-Covenant Enforcement Commission (CEC) letter to the State Board of the Great Outdoors Colorado (GOCO) Trust Fund.
Executive Summary:	Measurement of RFTA Staff’s performance related to GOCO’s requirement to manage and maintain the nine conservation areas along the Rio Grande trail.
Background/ Discussion:	<ul style="list-style-type: none"> • One of the requirements of the GOCO grant was the formation of the Covenant Enforcement Commission (CEC). The CEC monitors management by RFTA of the conservation areas called out in the Comprehensive plan. • Annually, RFTA hires an independent consultant to survey the entire length of the Corridor and report potential violations of the nine designated conservation areas. • RFTA staff also develops a report on the state of the Railroad Corridor. • The CEC committee meets annually to review both the independent consultant and staff reports to prepare recommendations for the RFTA BOD. • 2024 was the first year where there have been No New Violations to report. This comment is specific to the nine covenant areas, NOT the entirety of the Railroad Corridor. There are <i>many</i> encroachments outside the covenant areas. The magnitude of which will be identified by the Corridor Department in 2025. • The CEC has directed staff to discuss the following items with the RFTA Board: <ol style="list-style-type: none"> 1. Continued support on encroachment removal process. 2. Continued support for Staff efforts on resolving ditch and water issues throughout Corridor.
Governance Policy:	Board Job Products Policy 2.8.5 states, “Make an annual report to the Covenant Enforcement Commission and the RFTA Board regarding compliance with Great Outdoors Colorado covenants.”
Fiscal Implications:	To be determined. There may be expenses associated with RFTA removing the encroachments and/or enforcing removal of the encroachments and ditch/water resolutions.

Exhibits/Attachments:	<ol style="list-style-type: none">1. Exhibit 1: Resolution 2025-11: Acceptance of the 2024 Covenant Enforcement Commission (CEC) Report2. Exhibit 2: Covenant Enforcement Commission (CEC) letter to the State Board of the Great Outdoors Colorado (GOCO) Trust Fund3. Attachment 1: Taddune CEC Annual Report Letter to the BOD4. Attachment 2: CEC Staff Assessment Report and Summary5. Attachment 3: NPR Railroad Corridor Conservation Area Assessment 10.24.20246. Attachment 4: RFTA Board 2024 CEC Presentation
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Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2025-11**

ACCEPTANCE OF THE 2024 COVENANT ENFORCEMENT COMMISSION (CEC) REPORT

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 Railroad Holding Authority (“RFRHA”), a consortium of Roaring Fork Valley Governments, initially purchased the Railroad Corridor on June 30th, 1997; and

WHEREAS, in 2001, RFRHA was dissolved and its assets, liabilities, and obligations were transferred to RFTA; and

WHEREAS, RFRHA entered an amended agreement with Great Outdoors Colorado (GOCO) to change the Conservation Easement over the entire Corridor to a Restrictive Covenant in 10 discreet areas covering roughly half of the Corridor; and

WHEREAS, one of the requirements of GOCO for the removal of the Conservation Easement was the formation of the Covenant Enforcement Commission (CEC); and

WHEREAS, Annually, RFTA hires an independent consultant, Newland Project Resources, to survey the entire length of the Corridor and report potential violations of the nine designated conservation areas; and

WHEREAS, RFTA staff develops a report on the state of the Railroad Corridor; and

WHEREAS, The CEC committee meets annually to review the independent consultant and staff reports to prepare recommendations for the RFTA Board of Directors.

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

1. There were no new violations on the 2024 CEC Report.
2. The Corridor is in outstanding condition, with a few violations still needing consideration.
3. Two of the encroachments in area #6, the trash enclosure and the berm encroachment have been remedied. The final encroachment, the barn, will be remedied this summer.

4. The existing violation noted in area #8 involves an encroachment by an adjacent property owner updating an extensive new trail connecting a private property to the trail. The trail appears to have been abandoned and Staff is working on a resolution for addressing this.
5. Ditch and water issues continue to be a concern throughout the Corridor and Staff will be focusing on finding better remedies for these concerns in the coming years.
6. The Board will continue to support the Covenant Enforcement Commission (CEC) on the encroachment removal process.
7. The Board will continue to support the CEC on resolving ditch and water issues throughout the Corridor.
8. The Board accepts the 2024 Covenant Enforcement Commission (CEC) Annual Report.

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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 13th day of February, 2025.

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

By: _____
Greg Poschman, 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 February 13, 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 13th day of February, 2025.

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



Ms. Keli Cavaleri
Land Acquisitions Officer
State Board of the Great Outdoors Colorado Trust Fund
1900 Grant Street, Suite 725
Denver, Colorado 80203

February 13, 2025

Re: Legacy Grant # 7033- Annual Report of the Rio Grande Corridor - Covenant Enforcement Commission

Dear Ms. Cavaleri,

On January 8, 2025, the Roaring Fork Transportation Authority Covenant Enforcement Commission (“CEC”) held a meeting to review the progress of the Roaring Fork Transportation Authority (“RFTA”) in enforcing the conservation covenants that apply to RFTA’s Rio Grande Corridor.

The members include one elected official from each of the entities that participated in the purchase of the railroad corridor: Aspen, Snowmass Village, Basalt, Carbondale, Glenwood Springs, and the counties of Pitkin and Eagle. The CEC also includes two at-large members, one from each of Eagle and Pitkin County and one representative from each of Pitkin County Open Space and the Roaring Fork Open Space Special District. The Commission needs to fill the one at-large seat. In addition, the Town of New Castle, a RFTA member, is invited to participate with the CEC. The members of the CEC appear on the attached list.

For background, the Roaring Fork Open Space Special District does not appear among the members. The District was formed in 2000 by a majority vote of the District’s electors. However, the electors failed to approve a companion ballot measure that would have provided taxes to fund the District. The District does not wish to participate in the CEC until it is funded.

Background of the CEC

The Roaring Fork Railroad Holding Authority (“RFRHA”), a consortium of Roaring Fork Valley Governments, initially purchased the Railroad Corridor on June 30th, 1997. Additional contributors to the Corridor purchase were Great Outdoors Colorado (“GOCO”) and the Colorado Department of Transportation (“CDOT”). When the Roaring Fork Transportation Authority was formed by voter approval in 2000, the operating plan included the absorption of an existing transit system and the absorption of RFRHA. In 2001, RFRHA was dissolved and its assets, liabilities, and obligations were transferred to RFTA.

Initially, the Corridor was held subject to a Conservation Easement administered by the Aspen Valley Land Trust. However, when a Comprehensive Plan was developed for the management of the Corridor, it was determined that many portions did not contain the attributes described as “conservation values” warranting protection under the conservation easement. Subsequently, RFRHA entered an amended agreement with GOCO to change the Conservation Easement over the entire Corridor to a Restrictive Covenant in 10 discreet areas covering roughly half of the Corridor. One of the requirements of GOCO for the removal of the Conservation Easement was the formation of the CEC.

The CEC monitors management by RFTA of the Restrictive Covenant areas called out in the Comprehensive Plan. In 2006, areas 9 and 10 were combined into one large covenant area.

In 2002, RFTA hired an independent consultant to survey the entire length of the Corridor and report on potential violations of the Conservation Covenants. The same consultant, Newland Project Resources, was hired to assess the Corridor in 2024. The 2024 report was presented to the Commission, who then reviewed and questioned in detail each potential violation cited in the report.

Summary Findings of the CEC for 2024

Overall, Newland Project Resources finds that the Railroad Corridor and Trail (“Corridor”) are in great condition. However, there are still some issues with adjacent neighbors, utilities, ditch companies and member jurisdictions not clearly understanding the boundaries of the Corridor property or the RFTA project review process. For example, in the case of ditch companies, they have the right to maintain their ditch, but the burden of their leaks, tailwater, ditch spoils and resulting weeds are impacting the overall safety and integrity of the Corridor. Staff will be addressing this concern in 2025 by developing an educational program to remind people about the Corridor and RFTA’s responsibility to maintain it. As a part of this process, Staff will be looking for collaboration opportunities to work with the various groups impacting the Corridor, while protecting the core values of the nine conservation covenant areas which make up about half of the property.

Conclusions of the CEC

- For the first time, there were no new violations on the report this year.
- The Corridor is in outstanding condition with a couple of violations still needing consideration.
- Two of the encroachments in area #6, the trash enclosure and the berm encroachment have been remedied. The final encroachment, the barn, will be remedied this summer.
- The existing violation noted in area #8 involves an encroachment by an adjacent property owner updating an extensive new trail connecting a private property to the trail. The trail appears to have been abandoned and Staff is working on a resolution for addressing this.
- Ditch and water issues continue to be a concern throughout the Corridor and Staff will be focusing on finding better remedies for these concerns in the coming years.

In closing, a copy of the final 2024 CEC Report and Staff CEC Report are included with this letter. Please do not hesitate to contact me, or any of the members listed with any questions regarding the report.

Sincerely,

Roaring Fork Transportation Authority –
Corridor Covenant Enforcement Commission
By Abbey Pascoe
Trails and Railroad Corridor Specialist

Enclosures: 2024 CEC Assessment - NPR
2024 RFTA Staff Assessment
List of CEC Members

RFTA COVENANT ENFORCEMENT COMMISSION 2024

(3-year term 4-15-2024 to 12-31-2026)

APPOINTED

Mr. Torre
City of Aspen

APPOINTED

Ms. Francie Jacober
Pitkin County Commissioner

APPOINTED

Mr. Colin Laird
Town of Carbondale

APPOINTED

Ms. Alyssa Shenk
Town of Snowmass Village

APPOINTED

Ms. Ingrid Wussow
Glenwood City Council

APPOINTED

Ms. Jeanne McQueeney
Eagle County Commissioner

APPOINTED

Mr. Ryan Slack
Town of Basalt

APPOINTED

Mr. Art Riddle
Town of New Castle

APPOINTED

Mr. Paul Holsinger
Pitkin County Open Space and Trails

APPOINTED

Ms. Lynn Rumbaugh
Aspen Transportation Department

APPOINTED

Mr. George Trantow
Eagle County At-Large Member

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

Meeting Date:	February 13, 2025
Subject:	Glenwood Maintenance Facility and Operations Center Campus Site Inspection and Tour
Strategic Outcome:	7.0 HIGH PERFORMING ORGANIZATION
Strategic Objective:	7.1 Optimize the use of RFTA assets through capital improvement planning, preventative maintenance and asset management 7.4 Actively engage the public about plans, projects and service changes 7.5 Ensure appropriate transparency of all RFTA Business
Presented By:	Ben Ludlow, Capital Projects Interim Director
Staff Recommendation:	Review and discuss completed Glenwood Maintenance Facility (GMF) projects, planned projects, and general campus masterplan overview.
Executive Summary:	RFTA staff will provide a presentation to the Board for all phases of construction of the GMF campus.
Background/Discussion:	RFTA staff and contractors have recently completed 4 phases of construction at the Glenwood Maintenance Facility and will be moving into 3 more phases in 2025 for projects funded by the FTA 5339 Low/No grant award, FHWA RAISE grant and DOLA grant awards.
Governance Policy:	Board Governance Policy 2.10 states, “The CEO shall endeavor to keep the Board informed and supported in its work.”
Fiscal Implications:	Fiscal Implications for future projects were approved in the 2025 budget.
Exhibits/Attachments:	None at this time.