DRAFT 8/12/2022

MEMORANDUM OF UNDERSTANDING
REGARDING
ROARING FORK TRANSPORTATION AUTHORITY
2023 - 2028 REGIONAL BIKESHARE SERVICES

This Memorandum of Understanding ("MOU") is entered into between the following entities:

The City of Aspen, Colorado
The Town of Basalt, Colorado
The Town of Carbondale, Colorado
The County of Eagle, Colorado
The City of Glenwood Springs, Colorado
The County of Pitkin, Colorado
The Roaring Fork Transportation Authority, (RFTA)
The Town of Snowmass Village, Colorado

(collectively, the "Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of regional "Bikeshare Services" for calendar years 2023 - 2028. This MOU is effective as of January 1, 2023, regardless of the dates on which it is signed.

RECITALS

WHEREAS, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended, Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and

WHEREAS, pursuant to Title 29, Article 1, Part 2, C.R.S., as amended, and article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, Section 602 (b) of the RFTA IGA states that "the Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts; and

WHEREAS, Section 602 (c) of the RFTA IGA states that "the Authority shall provide regional transportation planning services needed to plan and direct Authorized Transportation Projects; and

WHEREAS, it was envisioned in RFTA's Destination 2040 Plan, which served as the basis for RFTA's regional 2.65 mill property tax measure 7A that was approved by voters on November 8, 2018, that RFTA would develop, implement, and provide expanded regional Bikeshare Services in communities throughout the State Highway 82 corridor; and

WHEREAS, the Destination 2040 Plan approved by voters in November 2018 designated $1.271 million in capital funding and $583,000 in annual operating funding (increasing by 3% per year) for the expansion of regional Bikeshare Services in Aspen, Basalt/El Jebel, Carbondale, and Glenwood Springs; and

WHEREAS, in the 2019 RFTA Strategic Plan, the RFTA Board of Directors (the RFTA Board) established Accessibility and Mobility Strategic Outcome 2.0 that states, "RFTA will provide accessible, effective, and easy to use mobility options that connect our region for all user types;" and

WHEREAS, RFTA Smart Objective 2.4 states, "Provide increased first and last mile options for customers throughout service area;" and

WHEREAS, an expanded regional bikeshare system will help RFTA achieve Strategic Outcome 2.0 and Smart Objective 2.4; and

WHEREAS, prior to the implementation of expanded regional Bikeshare Services, RFTA determined it was advisable to develop the Roaring Fork Valley Regional Bikeshare Plan, which also includes the Towns of Snowmass Village and New Castle, in order to more fully understand regional bikeshare system requirements in terms of equipment, staffing, financing, phasing, and governance structure; and

WHEREAS, the Roaring Fork Valley Regional Bikeshare Plan (incorporated herein and made a part hereof) sets forth a multi-year phased implementation plan for the City of Aspen, Pitkin County, the Town of Basalt, the unincorporated El Jebel area of Eagle County, the Town of Carbondale, and the City of Glenwood Springs, and also includes the Towns of Snowmass Village and New Castle (which were not included in the designated Destination 2040 bikeshare expansion funding); and

WHEREAS, the total estimated cost of implementing all phases of the Roaring Fork Valley Regional Bikeshare Plan as set forth on the 2023 - 2028 Regional Bikeshare Planned Scope of Work ("2023 – 2028 Scope of Work") incorporated herein and attached as Exhibit 1A, exceeds the funding designated in the Destination 2040 plan for regional bikeshare expansion and will require additional resources to implement; and

WHEREAS, WE-cycle is a Colorado nonprofit corporation and an established bikeshare provider that since 2013 has been operating bikeshare systems on a seasonal basis in the City of

Aspen, the Town of Basalt, the unincorporated area of Eagle County, and the Town of Snowmass Village; and

WHEREAS, the Destination 2040 Plan, as well as in the Roaring Fork Valley Regional Bikeshare Plan, envisions that WE-cycle should be the lead planner and provider of not only the existing Bikeshare Services but, also, the expanded regional Bikeshare Services, pursuant to a multi-year 2023 - 2028 Service Operating Agreement (SOA) between WE-cycle and RFTA; and

WHEREAS, pursuant to the 2023 - 2028 SOA for Regional Bikeshare Services between WE-cycle and the Roaring Fork Transportation Authority, WE-cycle has been designated as RFTA's regional Bikeshare Services lead agency, planner and provider and has agreed to operate the regional Bikeshare Services in years 2023 - 2028; and

WHEREAS, the Roaring Fork Valley Regional Bikeshare Plan is intended to serve as a flexible roadmap to assist RFTA, WE-cycle, and the participating jurisdictional partners with the phased implementation and operation of regional Bikeshare Services, recognizing that the details associated with implementation and operation may vary from the Roaring Fork Regional Bikeshare Plan from year-to-year for a wide variety of reasons, not the least of which is available revenue; and

WHEREAS, RFTA and the participating jurisdictional partners are governmental entities, that must appropriate funding for the implementation and operation of regional Bikeshare Services from year-to-year, and such funding may vary from the amounts and phasing contemplated by the Roaring Fork Valley Regional Bikeshare Plan; and

WHEREAS, in the Roaring Fork Valley Regional Bikeshare Plan the preferred governance structure for implementing and providing regional Bikeshare Services should be by means of a Multi-Party Memorandum of Understanding (MOU) between RFTA and the participating jurisdictions; and

WHEREAS, each year from 2023 - 2028, the relevant MOU and SOA Exhibits will be updated during the annual budget cycles of RFTA, WE-cycle, and the participating jurisdictions, for the upcoming year; and

WHEREAS, prior to each year of this MOU (2023 - 2028), Exhibit 1B and Exhibit 2 of this MOU, will be completed so as to set forth the Regional Bikeshare Services Annual Scope of Work and Regional Bikeshare Cost-Sharing Methodology for the RFTA regional Bikeshare Services for the upcoming year.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties set forth the following as a Memorandum of Understanding:

1. **Incorporation of Recitals**. The foregoing Recitals are incorporated as if set forth in full.

2. **Purpose of this MOU.** The purpose of this MOU is to define the terms and conditions by which the Parties will collectively provide, administer and fund Bikeshare Services for calendar years 2023 - 2028.

3. **Term of MOU.** This MOU shall have an Effective Date of January 1, 2023, and remain in effect through December 31, 2028, subject to annual written renewal and appropriation by the Parties to this MOU.

4. **Bikeshare Services**. Each year that this MOU remains in effect, the Parties agree that they will cooperate together to provide the Bikeshare Services described in the Regional Bikeshare Services Annual Scope of Work found on Exhibit 1B. The Parties also agree to appropriate their shares of the cost of Bikeshare Services according to the Regional Bikeshare Cost-Sharing Methodology for years 2023 - 2028 that will be set forth each year on Exhibit 2, Pages 1 - 5. In addition, the Parties agree to assist WE-cycle in planning for the operation of Bikeshare Services and siting the locations of stations within their jurisdictions and in obtaining or providing any necessary permits for that purpose that are required in their communities. See Exhibit 3 for a list of Recommended Cooperative Responsibilities and Expectations of the Parties to this MOU.

5. **Definitions.**

A. **Indirect Regional Operation Costs**: Prior to the beginning of Bikeshare Services in any year, WE-cycle will submit to RFTA a budget for total Indirect Regional Operation Costs. RFTA, WE-cycle, and EOTC revenue (if appropriated each year) will be used to defray 100% of Indirect Regional Operation Costs by allocating such revenue to each of the participating communities based on the percentage that each participating community's bikeshare stations[1] represent of total regional bikeshare stations (see Exhibit 2, Pages 1 – 3, Charts 1 - 9). Each year this MOU is in effect (2023 - 2028), the total of annual Indirect Regional Operation Revenue for Bikeshare Services will be set forth on Exhibit 2, Page 5, Chart 15.

B. **Direct Local Operation Costs**: Prior to the beginning of Bikeshare Services in any year, WE-cycle will submit budgets to RFTA and each of the participating Parties for Direct Local Operation Costs. Each year that this MOU is in effect, WE-cycle's estimated annual Direct Local Operation Cost for each of the jurisdictions that are Parties to this MOU will be found on Exhibit 2, Pages 1 - 3, Charts 3 – 9, Column G, Line a. The total local share of Direct Local Operation Costs for all jurisdictions that are Parties to this MOU is one hundred percent (100%), as reflected on Chart A, below.

C. **Planning Costs**: These are expenses incurred by WE-cycle for planning system startups and/or major modifications of existing systems. System

[1] Unless otherwise agreed upon by the relevant parties, the stations attributed to each jurisdiction will be those that are located within either their city limits or their unincorporated county boundaries.

Planning costs will be assigned to the jurisdictions that receive them, however, as reflected on Chart A, below, RFTA's share of the Planning Costs is one hundred percent (100%).

D. **Local Startup Operation Costs:** These are operational expenses that are required prior to the initiation of Bikeshare Services in communities that currently do not have them. The expenses are for items such as: rent, utilities, office equipment, tools, parts, and supplies, etc. As reflected on Chart A, below, RFTA's share of Local Startup Operation Costs is one hundred percent (100%).

E. **Capital Costs:** These are expenditures for new bikeshare capital equipment that will be used in the jurisdictions of the Parties to this MOU. Each year that this MOU is in effect, the total Local Capital Cost for each of the jurisdictions that are Parties to this MOU can be found on Exhibit 2, Pages 1 – 3, Charts 3 – 9, Column G, Line d. As reflected on Chart A, below, Capital Costs will be shared eighty percent (80%) by RFTA and twenty percent (20%) by the jurisdictional Parties for equipment purchased specifically for their jurisdictions.

F. **Capital Replacement Costs:** These are expenditures needed to replace bikeshare equipment used in the jurisdictions of the Parties, once it has reached the end of its useful life. Each year that this MOU is in effect, the total Local Capital Replacement Cost for each of the jurisdictions that are Parties to this MOU can be found on Exhibit 2, Pages 1 – 3, Charts 3 – 9, Column G, Line f. As reflected on Chart A, below, Capital Replacement Costs will be shared eighty percent (80%) by RFTA and twenty percent (20%) by the jurisdictional Parties for capital replacement equipment purchased specifically for their jurisdictions.

G. **System Startup Equipment Costs:** These are expenditures for capital items such as bike balancing vehicles, trailers, tools, and other equipment required in order to implement new or expanded Bikeshare Services in specific communities. As reflected on Chart A, below, RFTA's share of System Startup Costs is one hundred percent (100%).

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Chart A

Regional Bikeshare Services Cost-Sharing Matrix

Item	RFTA	Local
Operation Costs		
Regional Indirect Operation Costs Funded by RFTA, WE-cycle, and EOTC	100%	0% *
Local Direct Operation Costs Funded by Jurisdictions	0%	100%
Local Startup Operation Costs	100%	0%
System Planning	100%	0%
Capital		
Capital	80%	20%
Capital Replacement	80%	20%
Startup Equipment	100%	0%

** The combination of RFTA, WE-cycle, and EOTC funding will be distributed to each participating jurisdiction based on the percentage of stations that each community's stations represent of total regional stations.*

6. **RFTA First/Last Mile Mobility Reserve Supplemental Funding**. In the event that any of the Parties is unable to commit its share of the funding for Bikeshare Services, such party can apply for supplemental funding from the RFTA First/Last Mile Mobility Reserve, which requires a fifty percent (50%) local match. RFTA, however, reserves the right to approve, deny, or modify such supplemental funding requests on a case-by-case basis, depending on the circumstances.

7. **Consolidated and Summary Bikeshare Operations and Capital Financing Plans**. Each year this MOU is in effect, the Consolidated and Summary Bikeshare Operations and Capital Financing Plans, which establish RFTA, WE-cycle, EOTC, and Local Sources of Revenue, will be set forth on Exhibit 2, Pages 4 -5), Charts 10 – 16.

8. **Funding Commitments.** Each year that this MOU is in effect, the Parties agree to commit their respective funding shares as summarized on Exhibit 2, Page 5, Chart 16, which will be updated on an annual basis per the established budgeting process set forth on the list of Recommended Cooperative Responsibilities and Expectations of the Parties to this MOU (Exhibit 3, Page 2), and remit such funding to RFTA subject to the terms and conditions established in this MOU.

9. **Billing.** RFTA will invoice the Parties for their Direct Local Operation Costs commitments by January 31 each year. The Parties will pay RFTA directly for their respective Direct Local Operation Costs funding commitments set forth on Exhibit 2, Pages 1 – 3, Charts 3 - 9, either in full by February 28 or in semi-annual installments by February 28 and August 3 of each year. Budgets for Capital Costs and Capital Replacement Costs are estimates and such costs will be billed to each of the Parties when the actual costs from equipment suppliers are known and the equipment has been delivered to WE-cycle and WE-cycle has invoiced RFTA and RFTA has paid WE-cycle in full for such equipment.

10. **Annual Reconciliation and True-up**. No later than April 15 following each year this MOU is in effect, RFTA will provide the Parties with a reconciliation statement. The Provider's actual total year-end Direct Local Operation Costs for the previous year will be compared with the budgeted costs. Any surplus revenue resulting from this comparison will be remitted by RFTA to the Parties by April 30 following each year this MOU is in effect.

11. **Payments to WE-cycle**. Pursuant to a separate SOA, each year this MOU is in effect, RFTA will pay WE-cycle the amounts set forth on Exhibit 2, as also reflected in, and subject to, the terms of the SOA.

12. **Annual Appropriation.** This MOU is expressly contingent upon the Parties budgeting and appropriating the costs required herein. If, in any year of this MOU, any Party fails to appropriate or have available sufficient funds to pay for the costs of its financial commitments, set forth on Exhibit 2, Pages 1 – 3, Charts 3 – 9 of this MOU, Bikeshare Services planned for any non-appropriating Party shall not be provided. All other provisions of this MOU, however, for the appropriating Parties, shall remain in effect.

13. **Ownership of Assets**. RFTA will grant a license to WE-cycle per the SOA, for use of all equipment purchased pursuant to this MOU. RFTA will retain ownership and maintain an inventory of all Core Bikeshare Equipment items purchased pursuant to this MOU. Core Bikeshare Equipment is defined as bikes (pedal bikes and e-bikes), stations (plates, docks, kiosks, solar panels, map panels) and operating equipment (balancing vehicles and trailers). If, when this MOU terminates, or at any time during the 2023 - 2028 term of this MOU, any of the Parties elects not to participate in this MOU for the subsequent year, and at any time in the future, RFTA will reimburse such Party for the depreciated value of the capital assets acquired for their jurisdiction, using the double declining balance method of depreciation, based on the accepted useful life of individual assets. RFTA will multiply the depreciated value of individual assets by the 20% local share of such Party to determine the amount of reimbursement that will be made. At RFTA's discretion, such equipment can be used in other parts of the regional bikeshare system, sold, or otherwise disposed of.

14. **Monthly Reports.** On or before the 15th day of the month following the month in which Bikeshare Services are operated, WE-cycle will issue monthly reports to the Parties which include operating data and performance measures specific to their jurisdictions. The monthly reports will be submitted substantially in the form found on Exhibit 4.

15. **Insurance Requirements and Hold Harmless:**

A. The Parties shall be named as an additional insured on WE-cycle's general liability and comprehensive automobile liability policies of insurance for the term of this MOU. By January 15th of each year this MOU is in effect, WE-cycle shall furnish the Parties with a certificate of insurance for such coverages, to which they shall be endorsed as an additional insured. Such certificate(s) of insurance shall provide that in the event such insurance coverages are cancelled, terminated, revoked and/or not renewed, that the Parties will be provided with at least ten (10) days prior written notice of such action.

B. To the extent allowed by law, the Parties agree to hold each other harmless from any and all third-party claims arising from their own tortious, negligent or unintentional acts or omissions as committed pursuant to their performance of this MOU. The Parties similarly agree to jointly investigate and defend against a third-party claim as asserted against the, or any of them, arising from the implementation of this MOU and the operation of the Bikeshare Services as described herein.

C. The Parties understand and agree that each relies on and does not waive or intend to waive by any provision of this MOU the monetary limitation or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act § 24-10-101, *et seq*., C.R.S., as from time to time amended, or otherwise available to RFTA and its respective officers, agents, or employees.

D. WE-cycle will provide insurance coverage for Core Bikeshare Equipment acquired pursuant to this MOU and will also provide such coverage for equipment owned by WE-cycle.

16. **Miscellaneous Provisions**.

A. **Amendment**. This MOU may only be amended by a written agreement duly signed by the Parties hereto. Amendments to the Regional Bikeshare Services Annual Scope of Work or budget of any individual Party will not require the assent of the other participating Parties, however.

B. **Successors**. This MOU shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

C. **Severability**. Should any part, term, portion or provision of this MOU be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions

can be construed in substance to constitute the MOU that the Parties intended to enter into in the first instance.

D. **Adoption**. This MOU shall be effective with regard to each participating Party on January 1 of each year (2023 - 2028), regardless of when such Party executes the MOU or its annual renewals, so long as such Party appropriates funds for the services set forth on the Regional Bikeshare Services Annual Scope of Work (Exhibit 1B) in the amounts set forth on Exhibit 2, Pages 1 – 3, Charts 3 – 9. The failure of one or more of the Parties to execute the MOU or subsequent renewals, or appropriate their requisite funding shares in any year that this MOU is in effect will not prevent the MOU and subsequent renewals from taking effect for the other participating Parties.

E. **Notices**. All notices, demands, statements, and requests required or permitted to be given under this MOU shall be served in writing and shall be deemed to have been properly given or served in any event upon actual receipt, three (3) working days following the depositing of the same in the United States mail, addressed to a Party, first class, postage prepaid, by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated in accordance herewith:

ASPEN:	City of Aspen c/o City of Aspen Manager 427 Rio Grande Place Aspen, CO 81611
BASALT:	Town of Basalt c/o Town of Basalt Manager 101 Midland Avenue Basalt, CO 81621
CARBONDALE:	Town of Carbondale c/o Town of Carbondale Manager 511 Colorado Avenue Carbondale, CO 81623
EAGLE COUNTY:	County of Eagle c/o Eagle County Manager P.O Box 850 Eagle, CO 81631
GLENWOOD SPRINGS:	City of Glenwood Springs c/o City of Glenwood Springs Manager 101 W 8th St. Glenwood Springs, CO 81601

PITKIN COUNTY:	County of Pitkin c/o Pitkin County Manager 530 East Main St. Aspen, CO 81611
RFTA:	The Roaring Fork Transportation Authority c/o Chief Executive Officer 2307 Wulfsohn Road Glenwood Springs, CO 81601
SNOWMASS VILLAGE:	Town of Snowmass Village c/o Town of Snowmass Village Manager P.O. Box 5010 Snowmass Village, CO 81615
WE-cycle	WE-cycle c/o Executive Director 129 Emma Road, Unit A1 Basalt, CO 81621

F. **Conformance with Laws**. Each party hereto agrees to abide by and to conform to all applicable laws of the federal government, the state, and anybody corporate and politic having any jurisdiction over the subject matter of this MOU. Nothing in this section contained, however, shall require any Party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and by appropriate legal proceedings.

G. **Execution of Documents; Counterparts**. This MOU may be executed in counterparts, which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this MOU.

H. **Waiver**. No waiver by either Party of any term or condition of this MOU shall be deemed or construed as any waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether the same or of a different provision of this MOU. Nothing in this MOU shall be construed as a waiver of any defense or limitation available to either party through the Colorado Governmental Immunity Act (Colorado Revised Statutes § 24-10-101, *et.seq*., as amended).

I. **Enforcement**. Every obligation assumed by, or imposed upon, a Party by this MOU shall be enforceable by the other Parties by appropriate action, suit, or proceeding at law or equity.

J. **Captions**. The captions of the paragraphs of this MOU are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this MOU.

K. **TABOR Compliance**. Notwithstanding anything to the contrary contained in this MOU, none of the Parties, nor RFTA shall have any obligations under this MOU, nor shall any payments be made in respect of any period after any December 31 of each calendar year during the term of this MOU, without an appropriation therefore by the Parties that is a public entity and governed by and, in compliance with the provisions of the Local Government Budget law (C.R.S. §29-1-101 *et seq.*), and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

L. **Execution**. This MOU, including all Exhibits, constitutes the entire integrated and merged MOU among the Parties and incorporates all prior written or oral understandings and may be amended, supplemented or modified only by a written instrument duly executed by the Parties.

M. **Authorization**. Each Party hereto warrants that the execution and performance of this MOU has been duly authorized by members of each entity's governing body at a duly constituted meeting.

N. **Non-Waiver**. One or more waivers by any Party of any provision, term, condition or covenant herein shall not be construed by any other Party as a waiver of any subsequent breach by any other Party.

O. **Conflict Resolution**. In the event of a conflict between the Parties arising from the implementation or interpretation of this MOU, it is agreed that any Party herein may call a formal meeting of the Parties to attempt to resolve said conflict. Said meeting shall be called by providing ten (10) days written notice calling for enforcement of this paragraph.

P. **Termination**. During the term of this MOU any of the participating Parties may cease to participate by not annually renewing the MOU or annually appropriating funds for the subsequent year. Withdrawal from the MOU during a year it is in effect with regard to a participating Party who seeks to withdraw prior to the end of a year (2023 - 2028) can only occur for breach of contract, and only after first participating in the Conflict Resolution process set forth in paragraph "O," above.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed effective as of the January 1, 2023.

City of Aspen:

BY: _____

Torre, Mayor

ATTEST:

_____

Town of Basalt:

BY: _____

Bill Kane, Mayor

ATTEST:

_____

Town of Carbondale:

BY: _____

Ben Bohmfalk, Mayor

ATTEST:

_____

County of Eagle:

BY: _____

Jeanne McQueeney, Chair, Board of County Commissioners

ATTEST:

_____

City of Glenwood Springs:

BY: _____

Jonathan Godes, Mayor

ATTEST:

_____

County of Pitkin:

BY: _____

Patti Clapper, Chair, Board of County Commissioners

ATTEST:

_____

Roaring Fork Transportation Authority:

BY: _____

Dan Blankenship, Chief Executive Officer

ATTEST:

_____

Town of Snowmass Village:

BY: _____

Bill Madsen, Mayor

ATTEST:

_____

EXHIBIT 1A, Page 1

2023-2028 REGIONAL BIKESHARE PLANNED SCOPE OF WORK
(As Reflected in the Adopted Roaring Fork Valley Regional Bikeshare Plan)

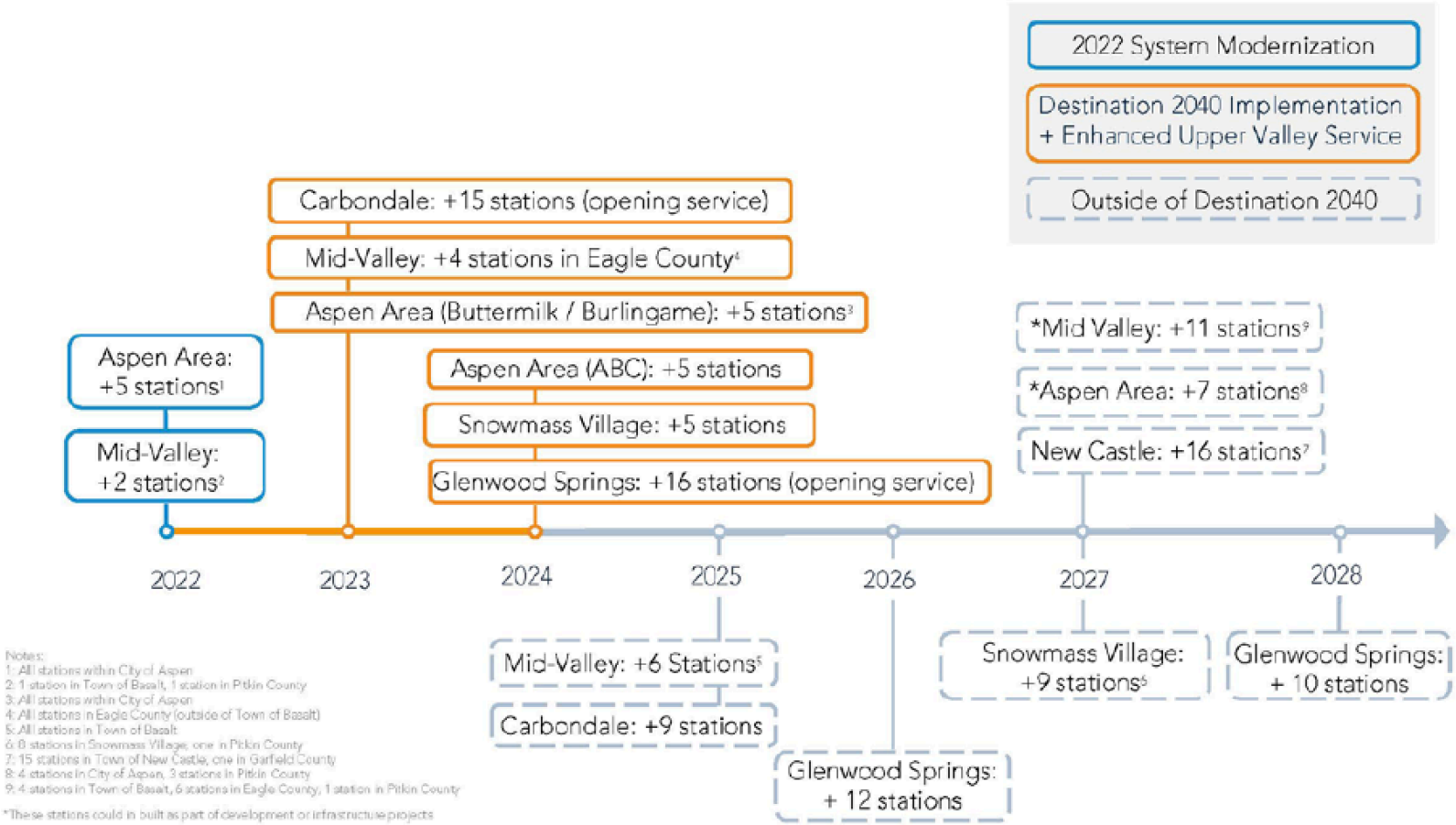


Figure 27. Schedule for potential regional bikeshare expansion.

EXHIBIT 1A, Page 2

Table B1. Potential Phasing Schedule for System Expansion

Phase	System	Community	Year	Phase	Regular Kiosks	E-Charging Kiosks	Stations	New Map Panels	Replacement Map Panels	Regular Docks	E-Charging Docks	Docks	Station Plates	Regular Bikes	E-Bikes	Bikes	Dock-to-Bike Ratio
Existing System and Modernization	Aspen Area	Aspen	2021	Existing	21	1	22	0	0	244	11	255	70	119	13	132	1.9
	Aspen Area	Aspen	2022	Phase 2	0	5	5	0	6	0	71	71	19	0	13	13	5.5
	Snowmass	Snowmass	2021	Existing	2	0	2	0	0	30	0	30	8	15	0	15	2.0
	Mid-Valley	Basalt	2021	Existing	14	1	15	0	0	121	11	132	37	49	13	62	2.1
	Mid-Valley	Eagle Co. (Mid-Valley)	2021	Existing	8	0	8	0	0	70	0	70	20	28	0	28	2.5
	Mid-Valley	Pitkin Co. (Mid-Valley)	2021	Existing	2	0	2	0	0	17	0	17	5	7	0	7	2.4
	Mid-Valley	Basalt	2022	Phase 2	0	1	1	0	14	0	26	26	7	0	13	13	2.0
	Mid-Valley	Pitkin Co. (Mid-Valley)	2022	Phase 2	0	1	1	0	2	0	0	0	1	0	0	0	N/A
D2040 Implementation + Enhanced Upper Valley Service	Aspen Area	Aspen	2023	Phase 3	4	1	5	4	0	46	15	61	17	5	20	25	2.4
	Aspen Area	Pitkin Co. (Aspen)	2024	Phase 4	4	1	5	4	0	44	27	71	19	5	20	25	2.8
	Snowmass	Snowmass	2024	Phase 2	3	2	5	3	2	41	30	71	19	10	15	25	2.8
	Mid-Valley	Eagle Co. (Mid-Valley)	2023	Phase 3	4	0	4	4	8	42	0	42	12	15	17	32	1.3
	Carbondale	Carbondale	2023	Opening	12	3	15	12	0	112	55	167	46	50	25	75	2.2
	Glenwood Springs	Glenwood Springs	2024	Opening	14	2	16	14	0	190	46	236	63	50	30	80	3.0
Outside D2040	Aspen Area	Aspen	2027	D&I	4	0	4	4	0	36	0	36	10	10	5	15	2.4
	Aspen Area	Pitkin Co. (Aspen)	2027	D&I	3	0	3	3	0	29	0	29	8	10	5	15	1.9
	Mid-Valley	Basalt	2025	Phase 4	4	2	6	4	0	66	22	88	24	15	18	33	2.7
	Mid-Valley	Basalt	2027	D&I	4	0	4	4	0	44	0	44	12	20	0	20	2.2
	Mid-Valley	Eagle Co. (Mid-Valley)	2027	D&I	5	1	6	5	0	55	31	86	23	25	15	40	2.2
	Mid-Valley	Pitkin Co. (Mid-Valley)	2027	D&I	0	1	1	0	0	0	11	11	3	0	10	10	1.1
	Carbondale	Carbondale	2025	Phase 2	8	1	9	8	0	72	15	87	24	30	15	45	1.9
	Glenwood Springs	Glenwood Springs	2026	Phase 2	10	2	12	10	0	126	24	150	41	40	20	60	2.5
	Glenwood Springs	Glenwood Springs	2028	Phase 3	8	2	10	8	0	60	26	86	24	33	17	50	1.7
	New Castle	New Castle	2027	Opening	14	2	16	14	0	134	26	160	44	53	27	80	2.0
	Snowmass	Snowmass	2027	Phase 3	7	1	8	7	0	63	19	82	23	15	15	30	2.7
	Snowmass	Pitkin Co. (Snowmass)	2027	Phase 3	0	1	1	0	0	0	27	27	7	10	5	15	1.8
TOTAL					**155**	**31**	**186**	**108**	**32**	**1642**	**493**	**2135**	**586**	**614**	**331**	**945**	**2.3**
					83%	17%				77%	23%			65%	35%		

Destination 2040 Implementation

Bikeshare expansion plans were developed with the input of local jurisdictions and were used to identify what expansion could be included in the D2040 implementation and what expansion could be implemented outside of D2040. The following expansion scenario includes a phasing plan that fits the objectives of the D2040 project description and provides some service expansion in the Town of Snowmass Village that will be funded outside of D2040. The "Destination 2040 Implementation + Enhanced Upper Valley Service" plan includes the following expansion:

- Aspen Area:
  - City of Aspen: Phase 3 (projected for 2023) that could include 5 stations and be coordinated with Pitkin County to expand the existing service area to the Buttermilk, Burlingame, and ABC areas.
  - Pitkin County: Phase 4 (projected for 2024) that could include 5 stations and be coordinated with the City of Aspen to expand the existing service area to the Buttermilk, Burlingame, and ABC areas.
- Snowmass Village:
  - Phase 2 (projected for 2024) that could include a 5-station pilot in Downtown Snowmass Village and require the creation of a local operations center in the Town of Snowmass Village.
- Mid-Valley:
  - Eagle County: Phase 3 (projected for 2023) that could include an additional 4 stations. This phase does not include any additional stations in the Town of Basalt or Pitkin County.
- Town of Carbondale:
  - Opening Service (projected for 2023) that could include 15 stations. With the support of RFTA and the Town of Carbondale, WE-cycle will start planning for this system in 2022 with funding approved as part of the Interim Agreement and continue in early 2023 in anticipation of opening in the spring of 2023. WE-cycle may work with a to-be-formed Carbondale Bikeshare Working Group consisting of an elected official, a jurisdiction staff member, a RFTA staff member, a member of the Bike-Pedestrian Committee, and community members at-large including at least one Spanish-Speaker.
- City of Glenwood Springs:
  - Opening Service (projected for 2024) that could include 16 stations. With the support of RFTA and the Town of Carbondale, WE-cycle will start planning for this system in late 2022 with funding approved as part of the interim agreement and will continue in 2023 in anticipation of opening in the spring of 2024. WE-cycle may work with a to-be-formed Glenwood Springs Bikeshare Working Group consisting of an elected official, a jurisdiction staff member, a RFTA staff member, a member of the Bike-Pedestrian or Transportation Committee, and community members at-large including at least one Spanish-Speaker.

Outside of Destination 2040

A regional system would bring first- and last-mile mobility and local circulation benefits to new communities and would enhance utility and ridership of the system in existing communities as users will be able to use bikeshare at either end of their trip. Destination 2040 will expand bikeshare service into the Lower Valley and there is room for service expansion in all communities outside of Destination 2040.

Future service could also be considered in the Town of New Castle, but other first- and last-mile options may be more suitable given the densities, urban form, and availability of resources.

A reasonable level of future expansion was identified from the local jurisdiction bikeshare expansion plans to forecast expected system costs. This will need to be funded outside of D2040 and the "Outside of Destination 2040" plan includes the following potential expansion:

- Aspen Area:
  - » Additional stations in the City of Aspen or Pitkin County as part of development or inclusion in infrastructure projects. Seven (7) additional stations were included to represent this potential expansion.
- Snowmass Village:
  - » Town of Snowmass Village and Pitkin County: Phase 3 (scheduled for 2027) that could include an additional 9 stations including 8 stations in the Town of Snowmass Village and 1 station at the Brush Creek Intercept Lot in Pitkin County.
- Mid-Valley:
  - » Town of Basalt: Phase 3 (projected for 2025) that could include an additional 6 stations.
  - » Additional stations in the Town of Basalt, Eagle County, and/or Pitkin County as part of development or inclusion in infrastructure projects. Eleven additional stations were included to represent this potential expansion.
- Carbondale:
  - » Phase 2 (projected for 2025) that could include an additional 9 stations.
- Glenwood Springs:
  - » Phase 2 (projected for 2026) that could include an additional 12 stations and expand into new service areas on the north and west sides of the Colorado and Roaring Fork Rivers.
  - » Phase 3 (projected for 2028) that could include an additional 10 stations and expand the service area into West Glenwood Springs.
- New Castle:
  - » Opening Service (projected for 2027) that could include 16 stations including 15 stations in the Town of New Castle and 1 station in Garfield County.

EXHIBIT 1B, Page 1

"DRAFT" 2023 REGIONAL BIKESHARE SERVICES ANNUAL SCOPE OF WORK

In 2023, WE-cycle will operate Bikeshare Services in Existing WE-cycle Bikeshare Communities, with the enhancements as described below, and offer expanded regional Bikeshare Services in Carbondale.

In addition to providing safe, reliable, and healthy bike transportation as a first- and last-mile connection to RFTA bus stops and as a car-independent mode for in- and around-town travel, WE-cycle will deliver each jurisdiction the following regional Bikeshare Services in 2023 ***(to be finalized after the MOU is finalized):***

Aspen System

City of Aspen

- Continue operations of existing services per agreed-upon levels of service inclusive of 27 stations, 326 docking points, 119 pedal bikes, and 26 e-bikes.
- Plan, install, and operate 5 new stations, 61 new docking points, 5 new pedal bikes, and 20 new e-bikes, intended to expand bikeshare service to the western portions of the City of Aspen inclusive of the down valley side of the Buttermilk BRT and Burlingame.

Pitkin County

- No existing service in the Aspen System.
- Plan for 2024 bikeshare service expansion to the Aspen Airport Business Center area.

Mid-Valley System

Town of Basalt

- Extend service to 9 months.
- Continue operations of existing services per agreed-upon levels of service inclusive of 16 stations, 158 docking points, 49 pedal bikes, and 20 e-bikes.

Eagle County

- Extend service to 9 months.
- Continue operations of existing services per agreed-upon levels of service inclusive of 8 stations, 70 docking points, and 28 pedal bikes.
- Plan, install, and operate 4 new stations, 42 new docking points, 15 new pedal bikes, and 17 new e-bikes.

Pitkin County

- Extend service to 9 months.
- Continue operations of existing services per agreed-upon levels of service inclusive of 2 stations, 17 docking points, 7 pedal bikes, and 6 e-bikes.

EXHIBIT 1B, Page 2

Town of Snowmass Village

- Continue operations of existing services per agreed-upon levels of service inclusive of 2 stations, 30 docking points, and 15 pedal bikes.
- Plan for 2024 bikeshare service expansion.

Town of Carbondale

- Plan, install, and operate 15 stations, 167 docking points, 50 pedal bikes, and 25 e-bikes with the goal of providing the Town of Carbondale with an additional mode of first- and last-mile mobility to enhance the community's circulation and transportation offerings.

City of Glenwood Springs

- Collaborate with the City of Glenwood Springs in planning a bikeshare system intended to enhance the community's first- and-last mile mobility offerings with the goal of a spring 2024 opening.

EXHIBIT 2, Page 1

2023 Regional Bikeshare Cost-Sharing Methodology

	A	B	C	D	E	F	G	H	I	J
1	**Stations**	**Aspen**	**Pitkin**	**Basalt**	**Eagle**	**Carbondale**	**Glenwood**	**Snowmass**	**Total**	**RFTA D2040 Indirect Operation Cost Contribution**
a	**Number**	**32**	**2**	**17**	**12**	**15**	**0**	**2**	**80**	**N/A**
b	**Percent of Total (Used to Allocate RFTA,** WE-cycle, EOTC Indirect Operation Costs **to Local Jurisdictions)**	**40%**	**3%**	**21%**	**15%**	**19%**	**0%**	**3%**	**100%**	**$ 543,980**

2	**Chart of Available RFTA/WE-cycle/EOTC Regional Revenue Sources**	**2023**
a	WE-cycle Sponsorship Revenue	$ 191,580
b	Elected Officials Transportation Committee (EOTC)	$ 103,000
c	Existing RFTA WE-cycle Funding Commitment	$ 195,700
d	Accumulated 2020/2021/2022 Destination 2040 Funding Designated for Operations	$ 1,265,495
e	RFTA FLMM Reserve Funding	$ -
f	Other	$ -
g	Subtotal Available RFTA Regional Revenue Sources	**$ 1,903,096**
h	Destination 2040 Capital (Less 2021/2022 Expenditures)	$ 1,174,698
i	**Total Available RFTA/WE-cycle/EOTC Regional Funding Sources**	**$ 3,372,374**

2023 Local Jurisdiction Bikeshare Budgets

	A	B	C	D	E	F	G Local Ops/Total 30%	H	I	J
3	**Aspen Bikeshare System**	**RFTA Indirect Operation Share**	**RFTA Existing WE-cycle Funding Commitment**	**Net RFTA Share**	**Net WE-cycle Indirect Operation Share**	**Net EOTC Indirect Operation Share**	**Direct Local Operation / Capital / Capital Replacement**	**Total**	**Percent of Total Regional Operations Costs**	**Variance to Station %**
a	Aspen Operations	$ 217,592	$ 78,280	$ 295,872	$ 76,632	$ 41,200	$ 176,040	$ 589,744	**41%**	**1%**
b	Aspen Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
d	Aspen Startup Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
c	Aspen Capital	$ -	$ -	$ 181,888	$ -	$ -	$ 45,472	$ 227,360		
e	Aspen Startup Equipment	$ -	$ -	$ 117,000	$ -	$ -	$ -	$ 117,000		
f	Aspen Capital Replacement	$ -	$ -	$ 34,146	$ -	$ -	$ 8,537	$ 42,683		
g	**Total Aspen**	**$ 217,592**	**$ 78,280**	**$ 628,906**	**$ 76,632**	**$ 41,200**	**$ 230,049**	**$ 976,787**		

Exhibit 2, Page 2

	A	B	C	D	E	F	G Local Ops/Total 31%	H	I	J
4	**Pitkin County Bikeshare System**	RFTA Indirect Operation Share	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	Net WE-cycle Indirect Operation Share	Net EOTC Indirect Operation Share	Direct Local Operation / Capital / Capital Replacement	Total	Percent of Total Regional Operations Costs	Variance to Station %
a	Pitkin County Operations	$ 13,600	$ 4,893	$ 18,492	$ 4,790	$ 2,575	$ 11,685	$ 37,542	3%	0%
b	Pitkin County Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
c	Pitkin County Startup Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
d	Pitkin County Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
e	Pitkin County Startup Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
f	Pitkin County Capital Replacement	$ -	$ -	$ 3,806	$ -	$ -	$ 952	$ 4,758		
g	**Total Pitkin County**	**$ 13,600**	**$ 4,893**	**$ 22,298**	**$ 4,790**	**$ 2,575**	**$ 12,637**	**$ 42,300**		

	A	B	C	D	E	F	G Local Ops/Total 25%	H	I	J
5	**Basalt Bikeshare System**	RFTA Indirect Operation Share	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	Net WE-cycle Indirect Operation Share	Net EOTC Indirect Operation Share	Direct Local Operation / Capital / Capital Replacement	Total	Percent of Total Regional Operations Costs	Variance to Station %
a	Basalt Operations	$ 115,596	$ 41,586	$ 157,182	$ 40,711	$ 21,888	$ 74,321	$ 294,101	20%	-1%
b	Basalt Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
c	Basalt Startup Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
d	Basalt Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
e	Basalt Startup Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
f	Basalt Capital Replacement	$ -	$ -	$ 29,955	$ -	$ -	$ 7,489	$ 37,444		
g	**Total Basalt**	**$ 115,596**	**$ 41,586**	**$ 187,137**	**$ 40,711**	**$ 21,888**	**$ 81,810**	**$ 331,545**		

$ 50,910

	A	B	C	D	E	F	G Local Ops/Total 22%	H	I	J
6	**Eagle County Bikeshare System**	RFTA Indirect Operation Share	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	Net WE-cycle Indirect Operation Share	Net EOTC Indirect Operation Share	Direct Local Operation / Capital / Capital Replacement	Total	Percent of Total Regional Operations Costs	Variance to Station %
a	Eagle County Operations	$ 81,597	$ 29,355	$ 110,952	$ 28,737	$ 15,450	$ 43,791	$ 198,930	14%	-1%
b	Eagle County Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
c	Eagle County Startup Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
d	Eagle County Capital	$ -	$ -	$ 143,931	$ -	$ -	$ 35,983	$ 179,914		
e	Eagle County Startup Equipment	$ -	$ -	$ 7,000	$ -	$ -	$ -	$ 7,000		
f	Eagle County Capital Replacement	$ -	$ -	$ 15,366	$ -	$ -	$ 3,842	$ 19,208		
g	**Total Eagle County**	**$ 81,597**	**$ 29,355**	**$ 277,250**	**$ 28,737**	**$ 15,450**	**$ 83,615**	**$ 405,052**		

Exhibit 2, Page 3

	A	B	C	D	E	F	G	H	I	J
							Local Ops/Total 31%			
7	**Carbondale Bikeshare System**	RFTA Indirect Operation Share	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	Net WE-cycle Indirect Operation Share	Net EOTC Indirect Operation Share	Direct Local Operation / Capital / Capital Replacement	Total	Percent of Total Regional Operations Costs	Variance to Station %
a	Carbondale Operations	$ 101,996	$ 36,694	$ 138,690	$ 35,921	$ 19,313	$ 87,614	$ 281,538	**20%**	**1%**
b	Carbondale Planning	$ -	$ -	$ 11,000	$ -	$ -	$ -	$ 11,000		
c	Carbondale Startup Operations	$ -	$ -	$ 97,000	$ -	$ -	$ -	$ 97,000		
d	Carbondale Capital	$ -	$ -	$ 492,294	$ -	$ -	$ 123,074	$ 615,368		
e	Carbondale Startup Equipment	$ -	$ -	$ 97,000	$ -	$ -	$ -	$ 97,000		
f	Carbondale Capital Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
g	**Total Carbondale**	**$ 101,996**	**$ 36,694**	**$ 835,984**	**$ 35,921**	**$ 19,313**	**$ 210,688**	**$ 1,101,906**		

	A	B	C	D	E	F	G	H	I	J
							Local Ops/Total 0%			
8	**Glenwood Springs Bikeshare System**	RFTA Indirect Operation Share	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	Net WE-cycle Indirect Operation Share	Net EOTC Indirect Operation Share	Direct Local Operation / Capital / Capital Replacement	Total	Percent of Total Regional Operations Costs	Variance to Station %
a	Glenwood Springs Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**0%**	**0%**
b	Glenwood Springs Planning	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ 60,000		
c	Glenwood Springs Startup Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
d	Glenwood Springs Capital	$ -	$ -	$ -	$ -	$ -	$ -			
e	Glenwood Springs Startup Equipment	$ -	$ -	$ -	$ -	$ -	$ -			
f	Glenwood Springs Capital Replacement	$ -	$ -	$ -	$ -	$ -	$ -			
g	**Total Glenwood Springs**	**$ -**	**$ -**	**$ 60,000**	**$ -**	**$ -**	**$ -**	**$ 60,000**		

	A	B	C	D	E	F	G	H	I	J
							Local Ops/Total 34%			
9	**Snowmass Village Bikeshare System**	RFTA Indirect Operation Share	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	Net WE-cycle Indirect Operation Share	Net EOTC Indirect Operation Share	Direct Local Operation / Capital / Capital Replacement	Total	Percent of Total Regional Operations Costs	Variance to Station %
a	Snowmass Village Operations	$ 13,600	$ 4,893	$ 18,492	$ 4,790	$ 2,575	$ 13,147	$ 39,004	**3%**	**0%**
b	Snowmass Village Planning	$ -	$ -	$ 30,000	$ -	$ -	$ -	$ 30,000		
c	Snowmass Village Startup Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
d	Snowmass Village Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
e	Snowmass Village Startup Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
f	Snowmass Village Capital Replacement	$ -	$ -	$ 4,790	$ -	$ -	$ 1,197	$ 5,987		
g	**Total Snowmass Village**	**$ 13,600**	**$ 4,893**	**$ 53,282**	**$ 4,790**	**$ 2,575**	**$ 14,344**	**$ 74,991**		

Exhibit 2, Page 4

2023 Consolidated Bikeshare Operations and Capital Financing Plan with RFTA, WE-cycle, EOTC, and Local Sources of Revenue

	A	B	C	D	E	F	G	H	I	J
							Local Ops/Total 28%			
10	2023 Total Bikeshare Operatations Funding - All Sources	RFTA Indirect Operation Share	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	Net WE-cycle Indirect Operation Share	Net EOTC Indirect Operation Share	Direct Local Operation	Total	Percent of Total Regional Operations Costs	Variance to Station %
a	Total 2023 Bikeshare Operations Funding	$ 543,980	$ 195,700	$ 739,680	$ 191,580	$ 103,000	$ 406,598	$ 1,440,858	100%	0%
b	Total 2023 Bikeshare Planning Funding		$ -	$ 101,000	$ -	$ -	$ -	$ 101,000		
c	Bikeshare Startup Operations	$ -		$ 97,000				$ 97,000		
d	Total Operating	$ 543,980	$ 195,700	$ 937,680	$ 191,580	$ 103,000	$ 406,598	$ 1,638,858		

	A	B	C	D	E
11	2023 RFTA Destination 2040 Sources of Operating Revenue	RFTA	Beginning 2023	Expended 2023	Remainder
a	2023 Destination 2040 Operations Funding	N/A	$ 637,601	$ (637,601)	$ -
b	RFTA Existing WE-cycle Funding Commitment	N/A	$ 195,700	$ (195,700)	$ -
c	2020/2021 Destination 2040 Unspent Operations Funding	N/A	$ 1,265,495	$ (104,379)	$ 1,161,116
d	Total Destination 2040 Operating Funding	N/A	$ 2,098,796	$ (937,680)	$ 1,161,116

	A	B	C	D	E	F	G	H
							Local Cap/Total 17%	
12	2023 Bikeshare Capital Funding - All Sources	RFTA Capital	RFTA Incr/Decr	Net RFTA Share	WE-cycle	EOTC	Local Capital	Total
a	Total 2023 Bikeshare Capital	$ 818,114	$ -	$ 818,114	$ -	$ -	$ 204,528	$ 1,022,642
b	Total 2023 Bikeshare Startup Equipment	$ 221,000	$ -	$ 221,000	$ -	$ -	$ -	$ 221,000
c	Total 2023 Bikeshare Capital Replacement	$ 88,064	$ -	$ 88,064	$ -	$ -	$ 22,016	$ 110,080
d	Total 2023 Bikeshare Capital Costs	$ 1,127,178	$ -	$ 1,127,178	$ -	$ -	$ 226,544	$ 1,353,722

	A	B	C	D	E
13	2023 RFTA Destination 2040 Sources of Capital Revenue		Beginning 2023	Expended 2023	Remainder
a	2023 Destination 2040 Capital Funding	N/A	$ 1,174,698	$ (1,127,178)	$ 47,520

2023 Summary Bikeshare Operations and Capital Financing Plan

	A	B	C	D	E	F	G	H
14	**Total 2023 Bikeshare Operations and Capital Funding**	RFTA	RFTA Existing WE-cycle Funding Commitment	Net RFTA Share	WE-cycle	EOTC	Local	Total
a	**Total 2023 Bikeshare Indirect and Direct Operations Funding**	$ 543,980	$ 195,700	$ 739,680	$ 191,580	$ 103,000	$ 406,598	$ 1,440,858
b	**Total 2023 Bikeshare Planning Funding**	$ 101,000	$ -	$ 101,000	$ -	$ -	$ -	$ 101,000
c	**Total 2023 Bikeshare Startup Operations**	$ 97,000	$ -	$ 97,000	$ -	$ -	$ -	$ 97,000
d	**Total 2023 Bikeshare Capital**	$ 818,114	$ -	$ 818,114	$ -	$ -	$ 204,528	$ 1,022,642
e	**Total 2023 Bikeshare Startup Equipment**	$ 221,000	$ -	$ 221,000	$ -	$ -	$ -	$ 221,000
f	**Total 2023 Bikeshare Capital Replacement**	$ 88,064	$ -	$ 88,064	$ -	$ -	$ 22,016	$ 110,080
g	**Total 2023 Bikeshare Costs**	$ 1,869,158	$ 195,700	$ 2,064,858	$ 191,580	$ 103,000	$ 633,142	$ 2,992,580
h	**Percentage Shares of Total Regional Bikeshare Operations Costs**	N/A	N/A	51%	13%	7%	28%	100%
i	**Percentage Shares of Total Regional Bikeshare Costs**	N/A	N/A	69%	6%	3%	21%	100%
	Check Totals	$ 1,869,158	$ 195,700	$ 2,064,858	$ 191,580	$ 103,000	$ 633,142	$ 2,992,580
	Variance	$ -	$ -	$ -	$ -	$ -	$ -	$ -

	A	B
15	**2023 Sources of Indirect Operating Revenue**	**2023**
a	WE-cycle Sponsorship Revenue	$ 191,580
b	Elected Officials Transportation Committee (EOTC)	$ 103,000
c	Existing RFTA WE-cycle Funding Commitment	$ 195,700
d	FY 2023 Destination 2040 Operations	$ 543,980
d	Accumulated 2020/2021/2022 Destination 2040 Fundign Designated for Operations	**$ 1,036,283**

	A	B
16	**2023 Bikeshare Services Funding Commitments Requested**	
	Entity	**$ Commitments**
a	Aspen	$ 230,049
b	Pitkin	$ 12,637
c	Basalt	$ 81,810
d	Eagle County	$ 83,615
e	Carbondale	$ 210,688
f	Glenwood Springs	$ -
g	Snowmass Village	$ 14,344
h	EOTC	$ 103,000
i	WE-cycle	$ 191,580
j	RFTA	$ 2,064,858
k	**Total Commitments**	**$ 2,992,580**

Exhibit 3, Page 1

Recommended Cooperative Responsibilities and Expectations of the Parties of this MOU

- Jointly create a Regional Bikeshare Advisory Committee (similar to the Technical Advisory Committee on the Regional Bikeshare Plan) with staff representatives from RFTA, WE-cycle, and each participating local jurisdiction. The Committee would discuss planning level issues and challenges and make recommendations to the RFTA and WE-cycle Boards for any changes to the program.
- Designate a bikeshare point of contact who is responsible for advocating for bikeshare and facilitating bikeshare processes and permitting and coordination within the local jurisdiction.
- Coordinate all bikeshare station siting and permitting through the local jurisdiction's approvals' process.
- Make best efforts to site stations in the public right-of-way in safe, visible, and year-round locations.
- Assume any costs for site preparation (if necessary), e.g., concrete pad construction.
- Strive to find shop/office space for WE-cycle in local jurisdiction-owned buildings and provide rent at a reduced rate or at no charge.
- Continue to lead planning efforts for bicycle infrastructure and safe route improvements to stations in the public right-of-way.
- Include WE-cycle as a regional transportation referral agency for regionally significant development and capital projects. WE-cycle and RFTA will coordinate responses and recommend where mitigation and impact fees related to bikeshare may be appropriate. However, it is recognized that RFTA (and WE-cycle) hold an advisory role on the development and capital project review process led by jurisdictions.
- A written request and statement of interest from jurisdictions must be submitted to RFTA in advance of WE-cycle initiating service expansion planning in any such jurisdiction.
- It is recommended that jurisdictions consider establishing a Bikeshare Working Group/Committee that includes an elected official, a jurisdiction staff member, a RFTA staff member, a member of the Bike-Ped Committee (or other related volunteer committee), and community members at-large including at least one Spanish-speaker. WE-cycle will lead and facilitate this group in supporting the planning, implementation, refinement of bikeshare in the particular jurisdiction.
- RFTA will retain ownership for all of the capital equipment purchased with its funds and per a Service Operating Agreement contract with WE-cycle, WE-cycle will insure and operate this equipment. In contributing their local match for capital purchases, participating local jurisdictions will

assign the ownership of their percentage of the assets to RFTA. The MOU outlines how equipment will be accounted for and the reimbursement terms should the program close or if a participating jurisdiction decides to leave the program.

- **Annual Planning and Budgeting.** Each year that this MOU is in effect, the Parties agree to work with WE-cycle and RFTA in a timely manner in order to jointly establish the Regional Bikeshare Services Annual Scope of Work, Exhibit 1B, and associated Regional Bikeshare Cost Sharing Methodology, Exhibit 2, for the forthcoming year, as follows:

1. In the first quarter of each calendar year, WE-cycle will meet with each participating jurisdiction and discuss particulars for the existing year's Bikeshare Services and identify opportunities for the following year's Bikeshare Services inclusive of, but not limited to, operational enhancements, station locations and sizes, capital and capital replacement.

2. By the end of May of each calendar year, each participating jurisdiction will disclose any possible budgetary adjustments, desired service level or station location changes, capital needs, and planning objectives for the following year.

3. By the end of July of each calendar year, WE-cycle, in coordination with RFTA, will inform each jurisdiction of its projected costs for the following year, inclusive of Direct Local Operation Costs, Capital Costs, and Capital Replacement Costs.

4. By the end of August of each calendar year, each jurisdiction will provide a written indication to WE-cycle and RFTA of its desired level of Bikeshare Services for which it intends to budget.

5. In September of each calendar year, RFTA will present the anticipated Regional Bikeshare Services Annual Scope of Work, Exhibit 1B, for the forthcoming year and associated Regional Bikeshare Cost Sharing Methodology, Exhibit 2, to the RFTA Board of Directors for direction subject to subsequent approval of the RFTA budget.

6. By the end of September, WE-cycle will place Core Bikeshare Equipment orders and RFTA will pay for the associated deposit of 50%, per the terms established in the SOA.

7. By November 15 of each calendar year, each participating jurisdiction will inform RFTA of its intentions to approve their funding commitments in accordance with their local budgeting process.

8. By December 15 of each calendar year, RFTA and WE-cycle will finalize Exhibits 1B and 2 and provide them to the Parties in conjunction with the annual MOU written renewal. Signed renewals must be returned to RFTA on or before December 31.

Exhibit 4, Page 1

Monthly Reports

WE-cycle will deliver monthly Level of Service Reports to the RFTA CEO, CFAO, and COO and the representative of each participating local jurisdiction, on the 15th of every month for the preceding month's service.

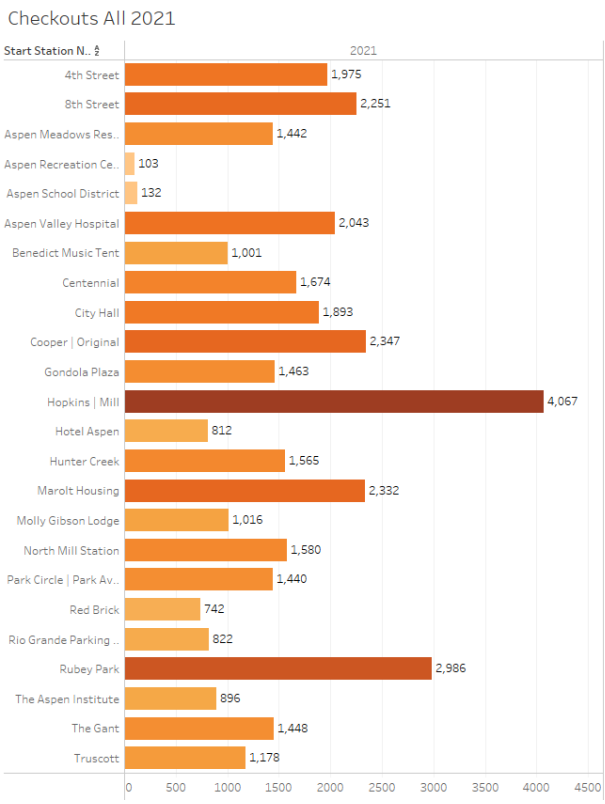
Regional Bikeshare Monthly Metrics Report

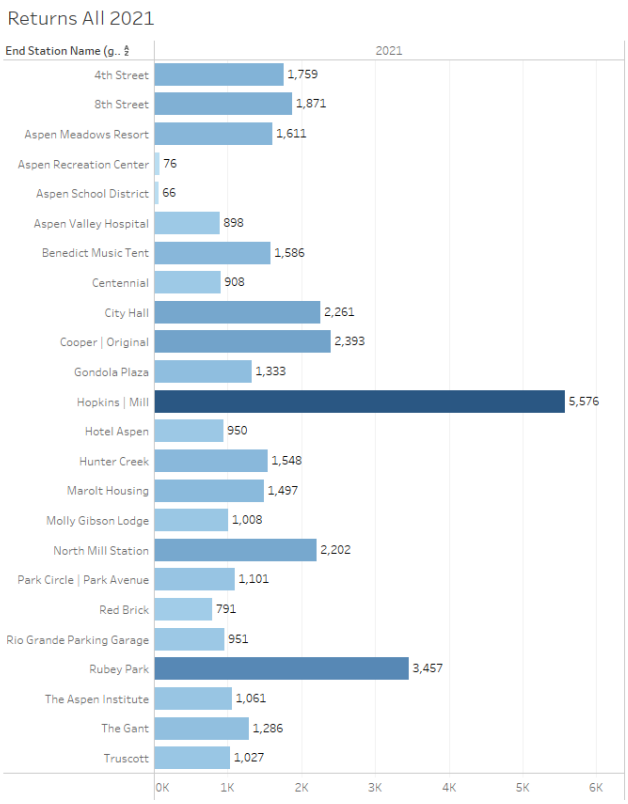
	Month / Year - Example			
System Basics	Aspen	Basalt	Snowmass	System-Wide
Number of Stations				
Number of Docks				
Daily Average - Total Bikes in Service				
Daily Average - Pedal Bikes in Service				
Daily Average - E-Bikes in Service				
Ridership				
Total Rides				
Total Pedal Bike Rides				
Total E-bike Rides				
Unique Riders				
New Rider Signups				
Average ride duration, minutes				
Busiest day, date				
Average Ride Distance, miles				
Estimated total distance traveled , miles				
% of trips in free ride period				
Estimated carbon offset by riders				
Operations				
Total Bike Repairs Completed				
Number of Bikes Rebalanced				
Rebalancing - Hours Worked by Staff				
Station Batteries Replaced				
Bike & Dock Unavailability				
Stations Full, Core Balancing Hours (8AM - 8PM)				
Stations Empty, Core Balancing Hours (8AM - 8PM)				
Stations Full, Overnight Hours (8PM - 8AM)				
Stations Empty, Overnight Hours (8PM - 8AM)				
Station with most frequent bike availability shortages				
Safety				
Rider accidents reported				
Instances of equipment damage				
Staff injuries reported				

Exhibit 4, Page 2

STATION USAGE

Charts with each station's number of checkouts and returns, broken down by service area - Aspen, Mid-Valley, Snowmass Village.
Example below:

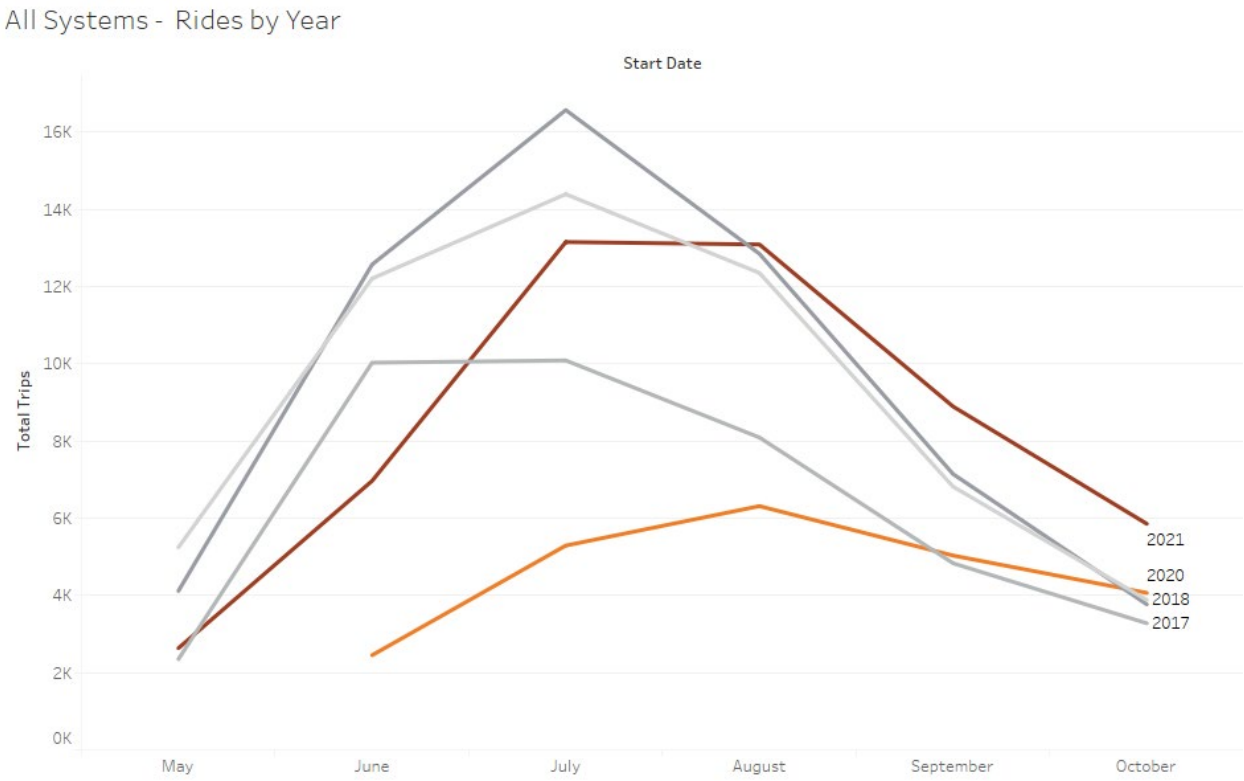




Station Notes:

RIDERSHIP TRENDS AND OBSERVATIONS

Charts with monthly ridership by service area and regionally as well as year over year comparisons.
Example below:



Ridership Notes:

SERVICE EXPECTATIONS

All service expectations are detailed below. Any exception to service levels, below or above these expectations, will be noted.

S.E.1 - System Offering

Description: Each system has a contracted size and scope of service as outlined below:

- Aspen - X stations, X pedal bikes, X e-bikes
- Basalt - X stations, X bikes, X e-bikes
- Snowmass Village - X stations, X bikes

Monthly Exceptions: None

S.E.2 - Bicycle Availability and Routine Maintenance

Description: No less than 90% of bikes will be available for use at any given time. Bike inspections, including routine maintenance and cleaning, will be performed on all bikes at the more frequent of 100 miles of ridership or 15 hours of ride time.

Monthly Exceptions: None

S.E.3 - Bicycle Repairs

Description: Any bike requiring repairs will be removed from service immediately upon discovery. Bikes will be repaired and re-deployed as soon as possible, but no later than 2 weeks from the initial notice of the bike issue. Any bike frame needing to be decommissioned due to severe damage will be noted in the monthly report.

Monthly Exceptions: None

S.E.4 - Station Maintenance and Repairs

Description: Preventative maintenance and detailed cleaning will be performed on a monthly basis for all stations. Following notification of station defects, repairs will be completed in the following manner:

- Defects impacting the usability of the entire station will be addressed as soon as staff are notified, with notice posted to riders as soon as possible if resolution is not immediately possible.
- Defective individual docking points will be covered and made inaccessible to riders the same day that notice is received. Repairs will be completed within one week of discovery.

Monthly Exceptions: None

S.E.5 - Website and Mobile Application Functionality

Description: Functionality issues with the website and/or mobile application will be addressed immediately upon notice. If there is an impact to riders, they will be notified through social media and/or email communications.

Monthly Exceptions: None

S.E.6 - Rider Safety

Description: Incident reports will be created for all reported rider incidents and will be available for review, upon request. In the event of an emergency or 911 reported incident, WE-cycle will notify the RFTA CEO within 24 hours by calling 970-319-8560 and e-mailing dblankenship@rfta.com.

Monthly Exceptions: None

S.E.7 - Sustainability

Description: All stations are 100% solar powered. All rebalancing and maintenance will be done with electric vehicles and electric bikes.

Monthly Exceptions: None

S.E.8 - Equity

Description: Provide bilingual (English and Spanish) communication, customer support, materials, and outreach/programming.

Monthly Exceptions: None

S.E.9 - Customer Support

Description: WE-cycle will provide customer support 7-days a week from 9am-5pm. All customer support inquiries will be responded to as soon as possible, but no later than 24 hours after the request is received.

Customer Support - Calls			
Numbers and Extensions	**Calls**	**Voicemails**	**Common Reasons for Call**
1 - Sign up & Account Support			
2 - Bike Support			
3 - Sponsorship and Other			
704 - Movimiento en Bici			
Totals			
Customer Support - Website Submissions			
Selected Field	**# of Submissions**		**Common Reasons for Submission**
Feedback for the Team			
Report a Problem			
Problems with my WE-cycle account			
Suggest a Station Location			
Other			