



AGENDA
ROARING FORK TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING

THURSDAY, JULY 9, 2026

MORGRIDGE COMMONS 815 Cooper Avenue, 2nd Floor, Glenwood Springs, CO 81601

8:30 a.m. – 11:30 a.m.

*The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time.
 The order and times of agenda listed items are approximate and are intended as guidelines for the Board of Directors.*

Microsoft Teams Login Instructions: <https://www.rfta.com/board-meetings/>

AGENDA ITEM	PURPOSE	TIME
1. CALL TO ORDER/ROLL CALL	Quorum	8:30 a.m.
2. APPROVAL OF MINUTES, page 3	Approve	8:31 a.m.
3. PUBLIC COMMENT	Public Input	8:33 a.m.
4. ITEMS ADDED TO AGENDA	Approve	8:35 a.m.
5. BOARD MEMBER COMMENTS <i>Board Member Reports</i> - <i>Garfield Clean Energy</i> - <i>West Mountain Regional Housing Coalition</i>	Comments	8:36 a.m.
6. CONSENT AGENDA		
6.1. Resolution 2026-24: Assignment of Contract for General Counsel Services – Paul Taddune, General Counsel, page 7	Approve <i>voice</i>	8:42 a.m.
6.2. Resolution 2026-25: Authorization for RFTA CEO to Enter into Master Leases for Additional RFTA Housing – Kurt Ravenschlag, CEO, page 16	Approve <i>voice</i>	8:42 a.m.
6.3. Resolution 2026-26: Authorization for the RFTA Board Chair to sign and execute the Intergovernmental Agreement with the City of Glenwood Springs for the planning, funding, and construction of the South Bridge Project – Angela Henderson, Director of Rio Grande Corridor, page 19	Approve <i>voice</i>	8:42 a.m.
7. PRESENTATIONS/ACTION ITEMS		
7.1. Resolution 2026-27: Accept the RFTA 2024 Audited Financial Report – Michael Yang, CFAO and Paul Hamilton, Finance Director, page 94	Discussion / Approve <i>voice</i>	8:45 a.m.
7.2. RFTA Master Plan Kick Off, Hannah Klausmann, Regional Planning Director, and Liz Scanlon, Kimley Horn, page 101	Discussion	8:50 a.m.
7.3. ADA Complementary Paratransit and Contracted Demand Response Services, Ian Adams, Director of Operations, page 102	Discussion	9:35 a.m.

7.4. Review of 2027 Objectives and Key Results (OKR) , Kurt Ravenschlag, CEO, page 103	Discussion	10:05 a.m.
7.5. Resolution 2026-28 : Supporting a Temporary Funding Solution for the Continuance of the RFTA Hogback Service to the Town of Silt and City of Rifle, Kurt Ravenschlag, CEO, page 105	Discussion / Action <i>voice</i>	10:40 a.m.
7.6. Resolution 2026-29 : Authorization for the Board Chair to sign and provide a response to OMB's Proposed Revisions to Guidance for Federal Financial Assistance - David Johnson, Director of Sustainability and Legislative Affairs, page 108	Discussion / Action <i>voice</i>	11:10 a.m.
8. INFORMATION/UPDATES		
8.1. CEO Report – Kurt Ravenschlag, CEO, page 114	FYI	11:15 a.m.
9. NEW BUSINESS FOR NEXT MEETING		
10. NEXT MEETING: Thursday, August 13 th , 2026	Planning	11:26 a.m.
11. ADJOURNMENT		
	Adjourn	11:27 a.m.

ROARING FORK TRANSPORTATION AUTHORITY

BOARD MEETING MINUTES

June 11, 2026

Board Members Present:

Greg Poschman, Chair (Pitkin County); Alyssa Shenk, Vice-Chair (Town of Snowmass Village); Jeanne McQueeney (Eagle County); Brandy Copeland (Town of New Castle)

Board Members Absent: David Knight (Town of Basalt); Rachael Richards (City of Aspen); Colin Laird (Town of Carbondale); Erin Zalinski (City of Glenwood Springs);

Voting Alternates Present: Chris Hassig (Town of Carbondale); Hannah Berman (Town of Basalt)

Non-Voting Alternates Present: Tom Fridstein (Town of Snowmass Village)

Non-Voting Members: Tom Jankovsky (Garfield County); Alicia Gresley (City of Rifle)

Staff Present:

Kurt Ravenschlag, Chief Executive Officer (CEO); Paul Taddune, General Counsel; Craig Dubin, Chief of Staff (CoS); Erin Kemp, Chief Human Resources Officer (CHRO); David Pesnichak, Chief Operating Officer (COO); Jamie Tatsuno, Public Information Officer (PIO); Michael Yang, Chief Financial Administrative Officer (CFAO); Kim Wells, Executive Assistant; Angela Henderson, Director of Rio Grande Corridor; Ben Ludlow, Director Capital Projects; Ian Adam, Director of Operations; David Johnson, Director of Sustainability and Legislative Affairs; Bonn San Diego, IT Technician; Jason White, Sustainability Program Manager; Dawn Dexter, Operations Manager; Mike Hermes, Project Manager; Mary Harlan, Mobility Coordinator; Stephanie Stocking, Communications Project Manager; Paul Hamilton, Director of Finance; Jerediah Burianek, Senior Service Planner; Terri Glenn, Budget Analyst; Jenna Coleman, Senior Procurement Specialist; Mark Scruton, Senior Talent Acquisition Specialist; Joni Christenson, Design and Creative Manager; Lori Welch, Business Support Specialist III; Abbey Pascoe, Corridor & Trail Specialist

Visitors Present: David Knapp, Ed Cortez, Kevin Hettler, Jan Cook, Jackie Skala, Sam Guarino, Ted Mahon, Lee Barger, Lynn Rumbaugh, Kathleen Brehm, Rob Colosimo

Agenda

NOTE: Hyperlinks to the June 11, 2026 Board meeting video have been inserted for each Agenda item below. Please view video for additional information.

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

Chair Greg Poschman called the meeting of the RFTA Board of Directors to order at 8:32 a.m. on June 11, 2026. The Board Secretary conducted roll call, and a quorum was present.

2. [Approval of Minutes:](#)

A motion was made by Alyssa Shenk and seconded by Jeanne McQueeney.

"I moved to approve the May 14, 2026, Board meeting minutes."

The motion passed unanimously, 6-6, with no abstentions.

3. [Public Comments:](#)

Chair Poschman opened the floor for public comments.

No public comments were presented.

Public comments were closed at 8:34 a.m.

4. Items Added to Agenda:

Chair Poschman requested any additions or changes to the June 11, 2026, Board meeting agenda.

No additions were proposed.

5. Board Member Comments:

Chair Poschman opened the floor for Board member comments.

Chair Poschman shared his experience on a recent EcoFlight that he took over the Valley and encouraged anyone interested to reach out. Poschman also introduced and welcomed the newest BOCC for Pitkin County, Ted Mahon, who attended the meeting online.

Board Comments were closed at 8:36 a.m.

6. Board Governance:

a. **Resolution 2026-22: Appointment of Board Secretary Pro Tem- Kurt Ravenschlag, CEO**

A motion was made by Alyssa Shenk and seconded by Jeanne McQueeney.

"I moved to approve Resolution 2026-22: Appointment of Board Secretary Pro Tem."

The motion passed unanimously, 6-6, with no abstentions.

b. **Resolution 2026-23: Creation of Town of Silt Non-Voting RFTA Board Position and Appointment of Derek Hanrahan- Kurt Ravenschlag, CEO**

A motion was made by Alyssa Shenk and seconded by Jeanne McQueeney.

"I moved to approve Resolution 2026-23: Creation of Town of Silt Non-Voting RFTA Board Position and Appointment of Derek Hanrahan."

The motion passed unanimously, 6-6, with no abstentions.

7. Presentations:

a. **Glenwood Springs Maintenance Facility (GMF) Campus History and Update- Kyle Eckes, Project manager and Ben Ludlow, Director of Capital Projects.**

Kyle Eckes provided an update on the Glenwood Maintenance Facility (GMF) expansion, a multi-phase project nearing its final construction stages. Upcoming work (Phases 6B and 8) includes construction of a new headquarters building and parts storage facility, with groundbreaking expected shortly and completion anticipated in 2028.

Recent progress includes expanded bus storage, service bays, and successful replacement of underground fuel tanks. Future considerations include fleet electrification infrastructure, potential hydrogen readiness, additional maintenance capacity, and parking expansion.

Discussion also noted uncertainty around the West Glenwood Transit Center funding, which is currently under federal review, and emphasized long-term planning to ensure facilities support system growth and operational efficiency.

b. **RFTA Master Plan Update- Hannah Klausman, Regional Planning Director; David Pesnichak, Chief Operating Officer.**

Hannah Klausman provided an overview of the RFTA Master Plan, a 20-year, 24-month planning effort to guide future transit decision-making and establish a coordinated regional vision. The plan will evaluate existing conditions, future growth scenarios, and multimodal transportation needs, including consideration of the Rio Grande Corridor.

The project emphasizes strong regional coordination and extensive community engagement, incorporating prior outreach and input from jurisdictions and stakeholders. Discussion highlighted interest in exploring

innovative concepts and ensuring alignment with related regional efforts (e.g., airport planning, trail safety, and emerging technologies).

Consultants will present a formal kickoff at the July Board meeting, with outreach activities beginning later this summer.

c. Update on Trails Safety Task Force- Angela Henderson, Director of Rio Grande Corridor.

Angela Henderson provided an update on efforts to develop a regional approach to trail, pathway, and sidewalk safety, in response to growing concerns across jurisdictions. A multi-agency working group has met to identify key issues, including e-bike classifications, unauthorized motorized devices (e-motos), speed, and inconsistent rules and enforcement.

Near-term actions focus on education, consistent signage, and coordination with law enforcement, including a regional “Slow and Say Hello” campaign. Mid- and long-term efforts include standardizing rules across jurisdictions, improving data collection, exploring enforcement options, and evaluating infrastructure and policy changes.

Discussion emphasized the need for clear distinctions between e-bikes and motorized vehicles, increased public awareness, speed-limit enforcement focus, and coordinated regional enforcement, with continued collaboration planned throughout the summer.

Director Jeanne McQueeney shared information regarding similar efforts and classes being offered in the Eagle Valley area.

d. Update on Coordination Efforts to Continue Hogback Service to Silt and Rifle- Kurt Ravenschlag, CEO

An update on efforts to address Hogback service funding beyond 2026, following Board direction to assist Rifle, Silt, and surrounding communities was presented.

Discussions are underway to develop a two-year funding proposal (2027–2028) to maintain service while allowing time for local jurisdictions to identify a long-term solution, such as joining RFTA or establishing local funding to purchase service. The proposal would include clear performance expectations and milestones, with a defined endpoint if progress is not achieved.

Initial feedback from partner jurisdictions has been positive, and staff will continue coordination, with additional updates expected at the July Board meeting.

8. [Information/Updates:](#)

a. CEO Report – Presented by Kurt Ravenschlag, CEO

Garfield County Commissioner Tom Jankovsky helped inform the Board of the ongoing conversations within the county regarding the Traveler services as well as ongoing funding constraints. Further conversation is scheduled to take place between RFTA and County staff and an update will be provided at the July Board meeting.

Tom Jankovsky noted that Garfield County is having their regional meeting with CDOT this coming Monday, and invited RFTA to participate.

Greg Poschman commented on ridership numbers and anecdotal observations that the buses seem to be very full. Chris Hassig added comments regarding potential service degradation at peak times. Kurt Ravenschlag pointed to the Board's top objective to increase service reliability and that this is something specifically to be addressed within that work.

Alyssa Shenk inquired about the potential impacts of power outages and the ability to charge our fleet. This opened further conversation around the use of BEB's to “backfill” the power grid, as well as their use in an evacuation -type scenario. Kurt Ravenschlag highlighted the importance of RFTA having a diverse fleet to help address some of these concerns. An update on the microgrid capacity at the GMF was requested.

9. [Executive Session:](#)

- a. **One Matter: Pursuant to C.R.S. Sections 26-402 (4) (b) conferences with an attorney for the purposes of receiving legal advice on specific questions; 26-402 (4) (e) determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding a real estate dispute – Paul Taddune, General Counsel**

A motion was made by Alyssa Shenk and seconded by Jeanne McQueeney.

“I moved to adjourn from the Regular Board meeting into Executive Session.”

The motion passed unanimously, 6-6, with no abstentions.

Executive Session began at 10:35 a.m.

Staff Present: Kurt Ravenschlag, Chief Executive Officer (CEO); Paul Taddune, General Counsel; Craig Dubin, Chief of Staff (CoS); Erin Kemp, Chief Human Resources Officer (CHRO); David Pesnichak, Chief Operating Officer (COO); Jamie Tatsuno, Public Information Officer (PIO); Michael Yang, Chief Financial Administrative Officer (CFAO); Kim Wells, Executive Assistant; Angela Henderson, Director of Rio Grande Corridor; Abbey Pascoe, Corridor Specialist

A motion was made by Alyssa and seconded by Jeanne.

“I moved to adjourn from Executive Session into the Regular Board meeting.”

The motion passed unanimously, 6-6 with no abstentions.

No action was taken during the Executive Session, which adjourned at 10:57 a.m.

10. New Business to be Considered at Next Meeting:

No new business was added for the next Board of Directors Meeting

- 11. Next Meeting:** 8:30 a.m. – 11:00 a.m.; July 9, 2026, Morgridge Commons and via Microsoft Teams, for those who are unable to attend in person.

12. [Adjournment:](#)

A motion was made by Alyssa Shenk and seconded by Jeanne McQueeney.

“I moved to adjourn from the Juen 11, 2026 RFTA Board meeting.”

The motion passed unanimously, 6-6, with no abstentions.

The RFTA Board meeting adjourned at 10:58 a.m. on June 11, 2026.

Respectfully Submitted:

Kimberly A. Wells
Pro Tem Secretary to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
CONSENT AGENDA SUMMARY ITEM # 6.1**

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	Resolution 2026-24: – Approve Assignment of the Contract for Professional Services as General Counsel from Paul J. Taddune, P.C. to JVAM Law Firm
STRATEGIC OUTCOME	7.0 High Performing Organization
STRATEGIC OBJECTIVE	7.6 – Actively plan for business continuity and resilience in the event of crisis
PRESENTED BY	Paul Taddune, General Counsel
STAFF RECOMMENDS	Approve Resolution 2026-24 authorizing assignment of RFTA Contract No. 14-051 for General Counsel Services from Paul J. Taddune, P.C. to JVAM Law Firm and authorizing the Board Chair to execute the assignment approval.
EXECUTIVE SUMMARY	RFTA General Counsel Paul J. Taddune has notified RFTA that his law practice, Paul J. Taddune, P.C., is merging into JVAM Law Firm. The requested action assigns the existing General Counsel contract to JVAM while retaining Mr. Taddune as the individual serving in the General Counsel role. The assignment also includes an hourly rate adjustment from \$300 to \$350 effective January 1, 2027. No changes are proposed to the scope of services, duties, responsibilities, or requirement for Board approval of any future change in General Counsel.
BACKGROUND	Mr. Taddune has served as RFTA General Counsel under Contract No. 14-051 since November 13, 2014. The merger is intended to provide continuity and depth of legal services while maintaining existing legal counsel support to RFTA. Board approval is required to assign the contract to the successor firm.
GOVERNANCE POLICY	<i>Policy 3.5 – Board / General Counsel Relationship. Approval of the assignment maintains continuity of General Counsel services and preserves Board oversight and accountability for the General Counsel function.</i>
FISCAL IMPLICATIONS	The approved assignment includes an increase in the General Counsel hourly rate from \$300 to \$350 per hour effective January 1, 2027. Any resulting increase in legal services expenditures will be incorporated into the development of the FY2027 operating budget and subject to Board appropriation through the normal budget adoption process. ⁷
EXHIBITS/ATTACHMENTS	<ol style="list-style-type: none"> 1. Exhibit 1: RFTA Memorandum Assignment of Contract for General Counsel Services 2. Exhibit 2: Resolution 2026-24: Assignment of Contract for General Counsel Services



MEMORANDUM

TO: RFTA Board of Directors

CC: Kurt Ravenschlag, CEO

CC: Tammy Sommerfeld, Director of Procurement

FROM: Paul J. Taddune, Esq.

DATE: July 1, 2026

RE: Assignment of Contract for General Counsel Services

As I have discussed with the RFTA management team, Paul J. Taddune, P.C. is in the process of merging into NAM, a regional Roaring Fork Valley law firm, as a means of providing continuity and depth of service as I advance in age. JVAM represents the names of the founding partners, Benjamin Johnston, Lucas VanArsdale and Casey Martin, who are offshoots of the Delaney and Balcomb law firm that was prominent in Glenwood Springs for many years.

Nina Ethridge and I will continue to provide the same services as we have provided up to this point, but with added support. This transition will also allow me to eventually recommend a succession strategy and plan for the position of RFTA General Counsel, in which I have served for many years.

This Assignment will allow me to transition malpractice insurance and administration functions to the JVAM firm. The Assignment reflects the same methodology that I and RFTA have used when there have been transitions in other law firms that have been engaged for specialized legal services for RFTA.

The Assignment also requests a modest increase from the \$300.00 hourly rate unchanged since 2014 to \$350.00, effective January 1, 2027, which is below increases in inflation during the equivalent period.

I am optimistic that this new arrangement will be a benefit for the clients of Paul J. Taddune, P.C., including RFTA. Please feel free to contact me if you have any questions or concerns. Please note that the position of General Counsel is a RFTA position specific to me and that there would be no change in this position without prior approval and designation by the Board.

Greg Poschman
Kurt Ravenschlag
July 1, 2026
Page 1

LAW OFFICES OF
PAUL J. TADDUNE, P.C.

PAUL J. TADDUNE

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AFFILIATED OFFICE

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TELEFAX (303) 298-8748

July 1, 2026

VIA EMAIL

Greg Poschman, RFTA Board Chair
greg.poschman@pitkincounty.com

Kurt Ravenschlag, RFTA CEO
kravenschlag@rfta.com

Re: Request for Assignment of RFTA Contract 14-051

Dear Greg and Kurt:

As I have mentioned during recent conversations with Kurt and other members of the RFTA management team, Paul J. Taddune, P.C. is in the process of merging into JVAM, a regional Roaring Fork Valley Law Firm, as a means of providing continuity of service and depth as I advance in age.

JVAM represents the names of the founding partners, Lucas VanArsdale, Casey Martin and Ben Johnston, who are off shoots of the Delaney and Balcomb law firm that was prominent in Glenwood Springs for many years. I will serve as Senior Counsel, and Nina and I will perform the same services as we have provided up to this point, but with added support. This transition will also allow me to eventually recommend a viable succession plan for the position of RFTA General Counsel, in which I have served for many years.

Attached hereto and made a part hereof is the Professional Services Contract between The Roaring Fork Transportation Authority and Paul J. Taddune, P.C. (RFTA Contract No. 14-051), together with a copy of JVAM's standard engagement agreement for the purpose of informing JVAM's policies but not to supersede to any extent inconsistent therewith the attached Contract 14-051 with Paul J. Taddune, P.C. Since the position of RFTA General Counsel is personal to me, there will be no change in this position without the approval of the RFTA Board.

Greg Poschman
Kurt Ravenschlag
July 1, 2026
Page 2

As the sole principal of Paul J. Taddune, P.C. and as JVAM Senior Counsel, and for purposes of continuity of professional liability insurance, I hereby request the consent of RFTA to assign all of Paul J. Taddune, P.C.'s rights, duties, and obligations under RFTA Contract 14-051, and specifically as RFTA General Counsel, to me in my capacity as JVAM Senior Counsel member of JVAM. Further, in view of the length of time that has passed since Contract 14-051 was executed and increases in the rate of inflation over the years, I request a modest increase in the hourly rate from \$300.00 per hour to \$350.00 per hour, effective January 1, 2027. I, as JVAM Senior Counsel, will continue to provide the same duties and responsibilities for my role as RFTA General Counsel that are listed in Contract No. 14-051. Additionally, various matters may be identified and reported pursuant to separate task requests, as authorized by CEO or designee, to detail the categories of work performed.

Respectfully submitted,

PAUL J. TADDUNE, P.C. as merged with JVAM

By: _____
Paul J. Taddune, Esq.

Consent and amendment of hourly rate is hereby provided in accordance with Sections 8 and 10 of Contract No.14-051.

ROARING FORK TRANSPORTATION AUTHORITY

By: _____
Greg Poschman, RFTA Board Chair

JVAM

By: _____
Eric, Theile, Managing Partner

cc: Tammy Sommerfeld, RFTA Director of Procurement
Jonathan Delk, JVAM CEO



A Mountain Law Firm

Paul J. Taddune
305 Gold Rivers Ct., Ste. 200
Basalt, CO 81621
PO Box 878
Glenwood Springs, CO 81602
(970) 742-7755

COLORADO MANDATORY DISCLOSURE REGARDING PRICE CALCULATION:

Because legal work is billed hourly and the exact amount of time that will need to be devoted to this matter is presently unknown, the total price you may incur for legal services to be provided under this agreement cannot be precisely determined at this time. The total price will be based on the time spent working on your matter by our legal professionals, as well as reimbursement of expenses we incur in connection with your representation. The hourly rates for our legal professionals are stated in the body of this engagement agreement. The actual time spent and expenses incurred will be stated on invoices that we will send you on a regular basis, typically monthly. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease month-to-month depending on the needs and progress of your matter. Please read the body of this engagement agreement for the specific terms governing our engagement as your attorneys.

June 4, 2026

Roaring Fork Transportation Authority
c/o Kurt Ravenschlag
2307 Wulfsohn Road
Glenwood Springs, CO 81601
970-384-4885
kravenschlag@rfta.com

Re: Engagement of JVAM to Assist with General Matters

Dear Kurt,

Thank you for choosing JVAM PLLC (“JVAM” or the “Firm”) to represent the Roaring Fork Transportation Authority in the above-referenced matter. The purpose of this letter is to confirm our engagement as legal counsel to you, define the scope of our representation, and outline the terms of our engagement.

Our representation will, at all times, include only those matters for which you have requested we render advice. At present that is only the above-referenced matter. Representation by us on any other matter shall be the subject of an additional fee agreement.

During the course of your representation, we will diligently perform all legal services reasonably necessary to ethically and effectively represent you. We make no promises to you as to the outcome of this case, but we do promise to render our best professional skill and perform our legal services faithfully and with due diligence, to address your needs in a timely and professional manner, and to advise you of any time conflicts or delays.

All information regarding your representation will be kept confidential unless disclosure is authorized by you or required by law. Confidential communications between us are protected by the attorney-client privilege, though that privilege will not cover any communication that you share with a third party. We encourage you to closely guard your confidential communications with us and not share them with third parties.

Fees: I will be the lead attorney primarily responsible for representing you in this matter. My hourly rate is \$300.00. Throughout your representation, I may consult with other attorneys in the firm or engage the services of our associates and paralegals. We strive to have work done at the lowest billing rate while ensuring the best possible representation. Hourly rates are established based on the level of experience and ability of the individual. The current billing rates for our lawyers and paralegals are as follows:

RFTA Attorney Rate: 2026: \$300/hour 2027: \$350/hour

Other Attorneys: \$250 to \$750 per hour

Legal Assistants / Paralegals: \$195 to \$215 per hour

Hourly rates are adjusted periodically, and we will provide you with timely notice of any hourly rate increases. Also, almost all representations require products and services other than legal services. You are responsible for the costs and expenses that we incur in representing you. Examples of costs and expenses that may be incurred include, but are not limited to: legal research costs, registered mail, overnight delivery service, photocopying (\$.10 per page after 50 copies), court filing fees, service of process fees, publication costs, expert-witness fees, conference call charges, required travel (calculated according to the prevailing IRS reimbursement rate for miles traveled in personal vehicles, and the actual costs incurred for coach fares on airlines, motel stays, and reasonable meals while traveling), etc.

We will confer with you before committing to any “significant” expenses. This works best when clients tell us how large of an expense they consider to be significant in this situation. We will use our best judgment in checking with you before incurring “significant” expenses. We reserve the right to request advanced payment of any such expenses when appropriate.

~~We will provide you with a statement on a regular basis, typically monthly, and any charges billed must be paid in full within 15 days. We will send you our bills by email unless otherwise directed, and you may make payments electronically as well as by check or credit card. If you dispute any entry on any invoice, that dispute needs to be communicated to us within 10 days of the invoice date. If for some reason you need to delay payment, please contact us as soon as possible to discuss an alternative payment plan. Absent some other arrangement, charges more than 15 days past due will be subject to interest charges of 12% per annum. We reserve the right to terminate our representation at any time if you are unable to make adequate and timely payments.~~

Credit Card Surcharge Disclosure: Client acknowledges that any payments made via credit card will be subject to a surcharge equal to the total merchant transaction fee assessed to JVAM for processing the payment. This surcharge will be itemized separately on the invoice. Alternative payment methods, such as checks, ACH transfers, or debit card payments, are available without this surcharge.

Prior Services: Services rendered prior to the signing of this agreement shall be included within the terms of this agreement and will be added to your first invoice.

Legal Fees Arbitration: Any controversy or claim arising out of the dispute of legal fees under this engagement agreement, or the breach thereof, shall be settled by arbitration administered by the Colorado Bar Association’s Legal Fee Arbitration Committee (“LFAC”).

LFAC assists in resolving disputes involving attorney fees, expert witness fees advanced by an attorney, and costs. LFAC is free, efficient, and typically takes anywhere from 3-6 months. The parties don’t incur additional arbitration costs.

The arbitration shall be governed by the Colorado Bar Association LFAC’s rules, which adhere to the requirements of the Uniform Arbitration Act, C.R.S. § 13-22-201 and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration is conducted as a mini trial and managed by the arbitrator. The arbitrator then compiles their recommendation and submits that to the LFAC Committee for discussion and votes to either accept, reject, or modify the recommendation. If accepted, the recommendation is reduced to a written final award. The award shall include a written explanation of the final decision and specify the basis for any damages. The parties agree that the determination and final decision of the arbitrator appointed by the Committee shall be binding and conclusive on both parties.

Unless otherwise ordered by a court or subject to a court action, insofar as is reasonably possible, all matters in connection with any dispute or complaint shall be held in confidence by all persons having any knowledge thereof.

For further information on the process, please visit:
<https://www.cobar.org/legalfee#9695532-this-process-is-voluntary>

Termination: Either party to this agreement may terminate it at any time, subject only to the approval of the court in litigation matters. You must notify us in writing to terminate this agreement. Attorneys may withdraw as counsel for the client and terminate this agreement for any reason by notifying the client in writing. Some examples of reasons why we would terminate this agreement include but are not limited to: client's failure to pay the invoice as required by this agreement, client's failure to cooperate with the attorneys, and client's failure to adequately communicate with the attorneys. All fees incurred up to the point of termination shall still be due and payable.

~~File Disposal: You authorize us to dispose of your file two (2) years after your matter has been resolved, or two (2) years after the last work we performed for you in that matter, whichever comes later. We are not required to give you notice before disposing of your file. If you wish to retain the contents of your file, you must notify us in writing at the close of our representation or at least three (3) months prior to the disposal deadline. You must also provide us with complete shipping information and pay the costs involved in retrieving your file from storage and shipping the file to you.~~

If anything in this engagement agreement presents a problem or is unclear, please contact me right away so that we can discuss it. To indicate your agreement to the terms set forth above and confirm your engagement of JVAM PLLC as legal counsel for the matter specified above, please sign this correspondence where indicated below and return the signature page to me. You should retain a copy for your records.

We are pleased to have the opportunity to serve you as counsel and look forward to continuing a mutually beneficial relationship.

Best regards,
JVAM PLLC

By: 

Paul Taddune

I have read the foregoing letter and understand and accept the terms stated therein.

Roaring Fork Transportation Authority
c/o Kurt Ravenschlag

Client Signature: _____

Date: _____

Please indicate your preferred method of communication for correspondence from us:

- Email: kravenschlag@rfta.com
- Facsimile: _____
- FedEx or UPS Overnight Courier
- U.S. Mail

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2026-_____**

**RESOLUTION APPROVING THE ASSIGNMENT OF THE CONTRACT
FOR PROFESSIONAL SERVICES AS GENERAL COUNSEL
FOR THE ROARING FORK TRANSPORTATION AUTHORITY
FROM PAUL J. TADDUNE AS PRINCIPAL OF PAUL J. TADDUNE, P.C.
TO PAUL J. TADDUNE AS SENIOR COUNSEL FOR THE JVAM LAW FIRM**

WHEREAS, Paul J. Taddune has performed services as General Counsel for the Roaring Fork Transportation Authority pursuant to that Contract for General Counsel Services (“RFTA Contract No. 14-051”) entered into as of the 13th day of November, 2014; and

WHEREAS, Paul J. Taddune has advised the RFTA management team that Paul J. Taddune, P.C. is merging into the Roaring Fork Valley law firm of JVAM for the purpose of providing continuity and depth of service, and requests approval to assign the Contract for General Counsel Services from Paul J. Taddune as Principal of Paul J. Taddune, P.C. to Paul J. Taddune as Senior Counsel for JVAM; and

WHEREAS, the request for an assignment, a copy of which is attached hereto and made a part hereto, requests approval of an increase in the hourly rate from \$300.00 per hour to \$350.00 per hour, effective January 1, 2027, and further represents that the position of General Counsel is personal to Paul J. Taddune, that there will be no change in this position without the prior approval of the RFTA Board, and that Paul J. Taddune will continue to provide the same duties and responsibilities in his role as RFTA General Counsel as set forth in Contract No. 14-051.

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

1. The request for assignment of RFTA Contract No. 14-051 of Paul J. Taddune as sole Principal of Paul J. Taddune, P.C. to Paul J. Taddune as Senior Counsel for JVAM is hereby approved.
2. The Board Chair is hereby authorized and directed to execute the approval of the Assignment on behalf of RFTA.

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INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held on July 9, 2026.

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 July 9, 2026; (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 provision and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this ____ day of _____, 2026.

Kim Wells, Secretary to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
CONSENT AGENDA SUMMARY ITEM #6.2**

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	Authorization for RFTA CEO to Enter into Master Leases for Additional RFTA Housing
STRATEGIC OUTCOME	3.0 Sustainable Workforce
STRATEGIC OBJECTIVE	3.3 Provide comfortable and affordable short-term and long-term housing solutions
PRESENTED BY	Kurt Ravenshlag, CEO
STAFF RECOMMENDS	Approve Resolution No. 2026-25 authorizing the Chief Executive Officer to negotiate and enter into master lease agreements for employee housing through December 31, 2027.
EXECUTIVE SUMMARY	<p>RFTA continues to experience workforce housing constraints that affect recruitment, retention, and operational readiness. Employee housing remains an important workforce support tool, particularly for newly hired employees and positions that are difficult to recruit and retain.</p> <p>Staff recommends authorizing the Chief Executive Officer to negotiate and execute master lease agreements for employee housing through December 31, 2027, allowing RFTA to respond more quickly to housing opportunities as they become available. This authority remains subject to adopted budget appropriations, applicable financial controls, and Board approval of any supplemental appropriations that may become necessary.</p>
BACKGROUND	<p>RFTA's ability to provide safe and reliable transit service depends on maintaining a stable workforce. Regional housing availability and affordability continue to create challenges in recruiting and retaining employees, particularly in operational and hard-to-fill positions. Employee housing has been used as one strategy to support workforce stability and maintain service delivery.</p> <p>From time to time, opportunities to secure housing inventory arise that require timely negotiation and execution. The proposed Resolution authorizes the Chief Executive Officer to negotiate and enter into master lease agreements through December 31, 2027, providing administrative flexibility to secure housing opportunities while maintaining Board oversight through existing budget controls and supplemental appropriation requirements if additional funding is needed.</p>
GOVERNANCE POLICY	RFTA Board Financial Condition and Activities Policy 2.3.7 states, "The CEO shall not acquire, encumber, or dispose of real property."
FISCAL IMPLICATIONS	This request will utilize the existing budget identified in RFTA's 2026 and/or 2027 Budget for employee housing, utilize budget savings from other line items, or staff will return to the Board with a supplemental budget request.
EXHIBITS/ATTACHMENTS	1. Exhibit 1: Resolution 2026-25 : Authorizing the RFTA CEO to Negotiate and Enter into Master Leases for Additional RFTA Housing

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2026-25**

**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND ENTER INTO MASTER
LEASE AGREEMENTS FOR EMPLOYEE HOUSING**

WHEREAS, the Roaring Fork Transportation Authority (“RFTA”) relies on the recruitment and retention of qualified employees to maintain safe, reliable, and effective transit and regional transportation services; and

WHEREAS, the availability and affordability of housing within the region continues to present challenges to attracting and retaining employees, including newly hired employees, employees in difficult-to-fill positions, and employees whose housing needs support workforce stability and operational readiness; and

WHEREAS, maintaining sufficient employee housing inventory and capacity is necessary to support current and anticipated workforce needs, including preparation for upcoming winter service demands and long-term organizational resilience; and

WHEREAS, from time to time, opportunities arise to secure additional housing inventory through lease arrangements that require timely negotiation and execution; and

WHEREAS, the Board desires to provide limited authority to the Chief Executive Officer to negotiate and execute master lease agreements in order to expand and maintain employee housing capacity while preserving operational flexibility.

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

1. The Chief Executive Officer is hereby authorized, on behalf of RFTA, to negotiate and enter into master lease agreements for employee housing as reasonably necessary to support workforce recruitment, retention, and operational readiness, subject to budget appropriations and compliance with applicable RFTA policies and procedures.
2. The authority granted under this Resolution shall expire on December 31, 2027, unless earlier modified, extended, or rescinded by action of the Board.
3. To the extent additional funding is required to support implementation of this Resolution, staff is authorized to reallocate available budget savings from other appropriated line items into the employee housing budget in accordance with applicable financial policies and procedures; provided, however, that if sufficient appropriated funds are not available, staff shall return to the Board for consideration of a Supplemental Budget Appropriation.

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held on July 9, 2026.

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 July 9, 2026; (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 provision and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this ____ day of _____, 2026.

Kim Wells, Secretary to the RFTA Board of Directors

RFTA BOARD OF DIRECTORS MEETING
CONSENT AGENDA, AGENDA SUMMARY ITEM #6.3

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	South Bridge Intergovernmental Agreement (IGA) & PUC Application
STRATEGIC OUTCOME	ACCESSIBILITY & MOBILITY
STRATEGIC OBJECTIVE	1.1 Rio Grande Railroad Corridor/Rio Grande Trail is appropriately protected, utilized and accessible to all users
PRESENTED BY	Angela Henderson, Director – Corridor
STAFF RECOMMENDS	Approve Resolution 2026-26 and authorize execution of the South Bridge IGA and the PUC application.
EXECUTIVE SUMMARY	The South Bridge project includes building a new bridge over the Roaring Fork River, through and across the Roaring Fork Transportation Authority (RFTA) railroad corridor, connecting with State Highway 82. This creates a critical secondary link between SH 82 and West South Glenwood Springs.
BACKGROUND	<ul style="list-style-type: none"> • Vital Connection: Creates a new public right-of-way connecting South Midland Avenue to Highway 82. • Valley Benefit: Enhances safety, evacuation routes, and traffic flow for all Roaring Fork Valley residents. • Trail Protection: Features a dedicated, grade-separated underpass to keep the Rio Grande Trail safe and continuous. • Rail Future: Complies fully with federal Railbanking Act laws to allow future train service or dedicated bus lanes if needed. • Fiscal Responsibility: Guarantees no construction contracts will be signed until project funding is 100% secured. • Once the IGA is approved by the RFTA Board, staff will take part in filing a joint application to the Colorado Public Utilities Commission (P.U.C.) to allow for this new public crossing. • The City must restore the property for freight rail use if a court or the Surface Transportation Board (STB) rules that the project violates the Railbanking Act. <p>To maintain the STB's jurisdiction and remedy any violations, the City specifically agrees to:</p> <ul style="list-style-type: none"> • Rebuild the ballast without tracks to a condition that allows freight rail operations. • Remove and backfill the proposed pedestrian underpass to accommodate trains. • Return all easements (temporary, non-exclusive, or otherwise) back to the Roaring Fork Transportation Authority (RFTA).
GOVERNANCE POLICY	2.8.1. Preserve the Rio Grande Railroad Corridor's Railbanked status under 16 U.S.C. 1247(d), under the jurisdiction of the STB for future freight rail activation
FISCAL IMPLICATIONS	RFTA is committed to contributing \$4 million to the South Bridge project as part of the 2018 Ballot Initiative "Destination 2040 Roadmap," and contributing the value of the Non-Exclusive Easements to the South Bridge project.

EXHIBITS/ATTACHMENTS

1. [Exhibit 1](#): IGA with Exhibits A, B & C and Easement Exhibits 1 - 7
2. [Exhibit 2](#): P.U.C. Application with Exhibit A
3. [Exhibit 3: Resolution 2026-26](#): Authorization for the RFTA Board Chair to sign and execute the Intergovernmental Agreement with the City of Glenwood Springs for the planning, funding, and construction of the South Bridge Project

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENWOOD
SPRINGS AND THE ROARING FORK TRANSPORTATION AUTHORITY
REGARDING THE PLANNING, FUNDING AND CONSTRUCTION
OF THE GLENWOOD SPRINGS SOUTH BRIDGE PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2026, by and between the CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado Municipal Corporation (the “City”) and the ROARING FORK TRANSPORTATION AUTHORITY, a Colorado regional transportation authority organized pursuant to Title 43 of the Colorado Revised Statutes (“RFTA”), a Colorado Regional Transportation Authority, (together sometimes referred to herein as “the Parties”).

RECITALS

A. City is in the process of designing a public right-of-way from South Midland Avenue to Highway 82, commonly known as the “South Bridge Project” that will benefit all residents of the Roaring Fork Valley; and

B. RFTA owns and operates a railroad corridor known as the Aspen Branch that extends from Glenwood Springs to Woody Creek, Colorado (the "Railroad Corridor") that is railbanked pursuant to Section 8(d) of the National Trails System Act, 16 U.S.C. 1247 (d), commonly known as the “Railbanking Act” that requires preservation of railroad rights-of-way for potential future reactivation of freight rail service.

C. The South Bridge Project includes the proposed crossing and modification of a portion of RFTA’s Railroad Corridor as contemplated herein.

D. RFTA’s operation and management of the Railroad Corridor are also limited by restrictive covenants imposed by agreement with the State Board of the Great Outdoors Colorado Trust Fund ("GOCO").

E. City is willing to provide adequate assurances to RFTA that its proposed crossing and modification of the Railroad Corridor will comply with the Railbanking Act and will not prevent the reactivation of freight rail service on the Railroad Corridor as required by the Railbanking Act.

F. RFTA is willing to contribute Four Million Dollars (\$4,000,000.00) toward construction of the South Bridge Project.

G. The City anticipates funding the project at a cost of \$73,660,000 million as set forth in Exhibit C, which is subject to adjustments as the final funds are committed.

H. It is anticipated that the City will enter into contracts and manage the construction of the South Bridge Project, with a projected completion date of September 30, 2032.

I. City and RFTA each acknowledge that the discovery or occurrence of extraordinary unforeseen site conditions after the start of construction may delay the completion of the South Bridge Project for an unknown period of time and could also affect the overall cost of the South Bridge Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified below, City and RFTA agree as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.

2. **Term.** This Intergovernmental Agreement ("Agreement") shall commence on the date executed by all parties hereto (the "Effective Date") and shall remain in full force and effect in perpetuity following the Effective Date subject to subsection a. below.

a. **Construction Commencement Deadline.** Unless construction of the Project commences on or before September 30, 2029 (the "Construction Commencement Deadline"), this Agreement shall automatically terminate without further action by either party, effective as of October 1, 2029.

b. **Extension by Mutual Assent.** Notwithstanding Section 2.a., the parties may extend the Construction Commencement Deadline by mutual written agreement executed prior to September 30, 2029. Any such extension shall specify the new deadline for commencement of construction and such assent shall not be unreasonably withheld.

c. **Notice of Commencement.** The City shall provide written notice to RFTA within ten (10) days following commencement of construction, certifying the date on which construction commenced and describing the construction activities undertaken. Such notice shall serve as confirmation that the condition precedent set forth in this Section 3 has been satisfied.

3. **Funding.**

a. RFTA's contribution and commencement of the South Bridge Project is conditioned upon certification of funding for the entire South Bridge Project as set forth below and in accordance with **Exhibit C**, as may be further modified to meet funding requirements.

b. RFTA shall contribute \$4,000,000 of its funds to the construction of the South Bridge Project.

c. RFTA shall donate the total value of the non-exclusive easements, Right-of-Way and Temporary, to Glenwood Springs for this project. The total combined value of all the non-exclusive easements equals \$480,605.70 (**Exhibit B**).

d. Upon selection of a contractor's bid, the City shall certify in writing to RFTA that it has access to adequate financial resources available in cash, bonding authority, grants, or other contributions to complete the project as set forth in the bid

documents, with sufficient contingency in place to cover unanticipated cost increases. RFTA shall not be deemed to be responsible for or a guarantor for any excess costs of the South Bridge Project.

e. At the onset of the Construction Contract, the City will begin submitting invoices to RFTA for reimbursement as they are received from the Contractor until fully expended for RFTA's \$4,000,000 funding.

f. Overall project expense reports and forecasts shall be presented to and discussed by a Construction Management Team (Team), comprising the City Engineer, RockSol, SGM, Yeh, [RFTA Capital Projects Team] as may be modified by the parties, and as often as practicable, but at least on a monthly basis during the life of the construction of the South Bridge Project.

g. RFTA will not contribute to the costs for the South Bridge Project in excess of funding detailed in section 2 above without prior written authorization from RFTA. If, for any reason, it appears that the cost of completing construction of the South Bridge Project could exceed the estimated funding, City shall notify RFTA and request written instructions as to whether it should continue or discontinue constructing the mutually agreed upon nonessential portions of the South Bridge Project.

4. **Design of South Bridge Crossing.**

a. City shall design a pedestrian grade separated underpass/pedestrian crossing at MP 364.15 to accommodate all uses, including equestrian use, and that allows for the Rio Grande Trail to go beneath the proposed road crossing connecting at-grade to State Highway 82. City shall deliver CDOT/FHWA compliant design documents for bidding purposes no later than September 30, 2026. City shall also assume full responsibility for errors and omissions in the plans, specifications, reports and estimates provided by the City's design professionals. All elements of construction related to the railroad corridor, underpass, utilities, and public road crossing will be completed during the final phase of the project.

b. RFTA agrees to participate with the City in the filing of a joint application to the Colorado Public Utilities Commission (C.P.U.C.).

c. In the event of a successful suit either in court or at the Surface Transportation Board ("STB") that the South Bridge Project will violate or has violated the Railbanking Act so as to result in the potential revocation of the trail use and removal of the STB's jurisdiction over to the Railroad Corridor, the City shall:

i. Reconstruct the ballast without tracks to the same condition or better as received at the time of construction by the City so as to ensure that freight rail service can be operated on the Railroad Corridor. The proposed pedestrian underpass will be removed and backfilled to accommodate freight rail, and to remedy any violations or potential violations of the Railbanking Act so as to maintain STB's jurisdiction as a railbanked corridor. The pedestrian trail shall be

relocated, to align with the existing trail and be built to meet the RFTA Rio Grande Trail Corridor Standards

ii. Relinquish all Easements, non-exclusive and temporary back to RFTA.

5. **Grant of Non-Exclusive Easements by RFTA.**

a. RFTA shall grant to the City, and the City shall accept Non-Exclusive Easements through and across the Railroad Corridor described in the South Bridge Non-Exclusive Easements Agreement, substantially in the form attached hereto and incorporated herein as **Exhibit "A"**, after City and RFTA mutually agree in writing upon a final design and location. As set forth in the South Bridge Non-Exclusive Easements Agreement attached as **Exhibit "A"**, the City's use shall be limited to the sole purposes of: (a) installing, constructing, maintaining, repairing, replacing, modifying, and reconstructing a public railroad crossing and appurtenant infrastructure, including utilities, necessary to the South Bridge Project crossing of the Railroad Corridor, while assuring public safety and the rights of RFTA under the Railbanking Act and (b) subsequent maintenance of all such improvements and utilities.

The City shall not install or allow any utility companies to utilize the Railroad Corridor without the express prior, written authorization of RFTA. As set forth in the Non-Exclusive Easements Agreement attached as **Exhibit "A"**, RFTA reserves for itself, its successors and assigns, the exclusive right, to construct, maintain, use, operate, relocate, reconstruct, and renew any facilities within the Railroad Corridor deemed in RFTA's sole discretion appropriate for the use of the Railroad Corridor for transportation, shipping, trail, and/or conservation purposes as it may at any time, and from time to time, desire within the Railroad Corridor, including the right and privilege to use the Railroad Corridor for any and all purposes, including the construction, use, and maintenance of the South Bridge Project crossing of the Railroad Corridor, free of any liability whatsoever to the City; and RFTA also reserves, the exclusive right, to construct, place, operate, maintain, alter, repair, replace, renew, improve, and remove communications and utility lines above, below, and on the surface of the South Bridge Project crossing of the Railroad Corridor, including without limitation transmission by conduit, pipe, fiber optics, cable, wire, or other means, of electricity, voice data, video, digitized information, or other materials, information, or utilities; and all right and privileges as RFTA, its successors and assigns may require to investigate and remediate any and all hazards on the Railroad Corridor, including, without limitation, environmental contamination.

6. **Public Record.** The Parties shall cause all documents necessary to fulfill the purposes of this Agreement to be recorded in the Offices of the Clerk and Recorders of Garfield, Eagle and Pitkin County.

7. **Subject to Appropriation.** Any monetary obligations of RFTA or City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by RFTA's Board of Directors and the City Council of the City respectively and encumbered for the purposes of this Agreement.

8. **No Additional Non-Exclusive Easements.** Nothing contained herein shall be construed to grant any other Non-Exclusive Easements across the Railroad Corridor, or across any other real property owned by RFTA.

9. **Non-Interference.** RFTA and City agree that their individual uses of the Non-Exclusive Easements shall be managed in a way that is reasonably undertaken to avoid interference with the other Party's use of the Non-Exclusive Easements as contemplated by this Agreement.

10. **Railbanking Protection.** City acknowledges that RFTA's Railroad Corridor is not abandoned and is under the jurisdiction of the federal Surface Transportation Board. City further acknowledges that the Railroad Corridor is "railbanked" under the National Trails System Act, 16 U.S.C. §1247(d), so that RFTA is required to preserve the Railroad Corridor for future freight rail use. City's improvements and use shall not interfere with RFTA's use of the Railroad Corridor for transportation, shipping, trail, and/or conservation purposes and that no disturbance or interference of any such uses shall be allowed hereunder without the prior written approval of RFTA. The Non-Exclusive Easement areas contemplated hereby shall not be deemed to give City exclusive possession of any part of the Non-Exclusive areas described, and nothing shall be done or suffered to be done by City at any time that shall in any manner impair the usefulness or safety of the Railroad Corridor or of any track or other improvement on the Railroad Corridor or to be constructed thereon by RFTA in the future. If RFTA in its sole discretion upon advice of legal counsel believes that an action permitted by the Non-Exclusive Easements Agreement has or will cause a violation of the Railbanking Act, RFTA shall notify the City and RFTA and the City shall work together to revise the Non-Exclusive Easements Agreement to correct the potential violation. In the event no modification can be agreed upon between the City and RFTA to correct the potential or actual violation of the Railbanking Act, RFTA may terminate the Non-Exclusive Easements contemplated herein. Notwithstanding anything in this Agreement to the contrary, no provision herein shall be construed to permit any action by either Party that would cause a violation of the Railbanking Act.

11. **Breach and Notice.** If either Party fails to perform its respective obligations under this Agreement, the non-breaching Party shall provide thirty (30) days' notification of such failure to the breaching Party's representative as provided in paragraph 21. If the breaching Party fails to correct or remedy the breach, the non-breaching Party may proceed in law or equity to seek injunctive relief, specific performance, and/or damages incurred as a result of the Breach.

12. **Good Faith.** There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other Party.

13. **No Waiver of Governmental Immunity Act.** Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either Party. C.R.S. § 24-10-101 *et seq.*

14. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder,

neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

15. **No Third Party Beneficiary.** No third party may enforce or rely upon this Agreement.

16. **Term of Agreement.** This Agreement shall become effective upon signature of the last Party to sign, and the Non-Exclusive Easements provided for herein shall exist in perpetuity or until altered by the mutual agreement of the Parties.

17. **Amendment and Assignment.** This Agreement may be amended by the Parties solely through a written agreement signed by both Parties. This Agreement may not be assigned by either Party.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to this Agreement or subsequent modifications thereto, shall be effective for all purposes.

19. **Governing Law, Venue and Survival.** The laws of the State of Colorado to the extent not preempted by federal law shall govern the validity, performance and enforcement of this Agreement. Should either Party institute legal action for enforcement of this Agreement, venue of such action shall be in the United States District Court for the District of Colorado

20. **Whole Agreement.** This Agreement sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either Party to the extent not set forth herein.

21. **Section Headings.** The section headings in this Agreement are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

22. **Authority.** Each Party signing this Agreement represents and warrants that the governing board of each part has approved this agreement and authorized the individual executing this agreement to enter into and execute this Agreement and to bind the party such person represents to the terms and conditions thereof.

23. **Notice and Representatives.** All notices required under this Agreement shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

To City: City of Glenwood Springs
 Attn.: City Manager
 101 West 8th Street
 Glenwood Springs, CO 81601

With copy to: City of Glenwood Springs
Attn.: City Attorney
101 West 8th Street
Glenwood Springs, CO 81601

To RFTA: Roaring Fork Transportation Authority
Attn.: Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81601

With copy to: Roaring Fork Transportation Authority
Attn.: RFTA General Counsel
2307 Wulfsohn Road
Glenwood Springs, CO 81601

Either Party may, in its sole discretion, change its individual designated representative and the address to which future notices shall be sent by providing written notice to the other Party.

24. Severability. Should any provision of this Agreement be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the Parties intended to enter into under this Agreement.

25. GOCO Approval. The Parties recognize that this Agreement may be impacted by and/or subject to requirements of the Agreement made the 30th day of June 1997, and its' subsequent amendment dated the 3rd day of January 2001, by the Roaring Fork Railroad Holding Authority (the predecessor to RFTA) and the State Board of the Great Outdoors Colorado Trust Fund ("GOCO"), recorded November 5, 2001, in the Office of the Garfield County Clerk and Recorder at Reception No. 591339.

IN WITNESS WHEREOF, the City and RFTA have executed duplicate originals of this Agreement.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Ryan Muse, City Clerk

By: _____
Marco Dehm, Mayor

Date: _____

ROARING FORK TRANSPORTATION AUTHORITY

ATTEST:

Secretary

By: _____
Greg Poschman, Board Chair

Date: _____

Exhibit A

ROARING FORK TRANSPORTATION AUTHORITY TO CITY OF GLENWOOD SPRINGS SOUTH BRIDGE NON-EXCLUSIVE EASEMENTS AGREEMENT

THIS SOUTH BRIDGE NON-EXCLUSIVE EASEMENTS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026 by and between the ROARING FORK TRANSPORTATION AUTHORITY, a Colorado regional transportation authority organized pursuant to Title 43 of the Colorado Revised Statutes (“RFTA”), and the CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipal corporation (the “City”) (individually, a “Party”, collectively, the “Parties”).

WHEREAS, RFTA is the record title owner of the former D&RGW right-of-way and tracks known as the Aspen Branch that extends from Glenwood Springs to Woody Creek, Colorado (the “Corridor”), which includes an area located south of Glenwood Springs in the vicinity of the proposed South Bridge, to be more specifically identified on the Agreement between the City of Glenwood Springs and the Roaring Fork Transportation Authority regarding the planning, funding and construction of the Glenwood Springs South Bridge Project (the “**South Bridge Agreement**” **Non-Exclusive Easements**, attached hereto¹ and incorporated herein by this reference;

WHEREAS, the City desires to connect the south side of the City of Glenwood Springs from Midland Avenue and Airport Road to Highway 82 via a new bridge crossing the Roaring Fork River and the RFTA railbanked right-of-way (the “South Bridge Project”);

WHEREAS, the South Bridge Project is critical for the life, health and safety of not only City residents but also residents living in unincorporated Garfield County; and

WHEREAS, RFTA desires to grant Non-Exclusive Easements, consistent with the **South Bridge Project Non-Exclusive Easements Agreement**, to develop and maintain said Non-Exclusive Easements as a public right-of-way to be used for transportation, utility, and pedestrian purposes.

NOW, THEREFORE, for and in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant and Acceptance of Non-Exclusive Easements.** RFTA hereby grants to the City, and the City hereby accepts, perpetual, non-exclusive Easements across, over, and under the RFTA’s Railroad Corridor described in **South Bridge Project Non-Exclusive**

¹ After a mutually agreed upon design and location have been finalized for the South Bridge Project.

Easements, recorded in the Office of the Garfield County Clerk and Recorder at Reception No. _____, incorporated by this reference as set forth in the Non-Exclusive Easements descriptions attached hereto and made a part hereof as Exhibits 1-7:

- Non-Exclusive Right of Way Easement (RWE-1) - Exhibit 1
- Non-Exclusive Right of Way Easements (RWE – 1A) – Exhibit 2
- Non-Exclusive Right of Way Easements (RWE – 1B) – Exhibit 3
- Temporary Construction Easements (TE-1) – Exhibit 4
- Temporary Construction Easement (TE – 1A) – Exhibit 5
- Temporary Construction Easement (TE – 1B) – Exhibit 6
- Temporary Construction Easement (TE – 1C) – Exhibit 7

The Non-Exclusive Easements descriptions designated as temporary shall be only temporary construction Non-Exclusive Easements to be used by the City for purposes of construction of the South Bridge Project and shall begin as of the date construction commences and shall terminate upon completion of construction of the South Bridge Project.

The City's use of the Non-Exclusive Easements shall be limited to the sole purposes of (a) installing, constructing, maintaining, repairing, replacing, modifying, and reconstructing a public, railroad crossing and appurtenant infrastructure, including utilities, necessary to the South Bridge Project, while maintaining the rights of RFTA to commence freight or passenger service on the Railroad Corridor; (b) subsequent maintenance of all such improvements and utilities; and (c) the ability to ensure, maintain, and enforce public safety police powers, including but not limited to traffic control and regulation, and emergency response.

RESERVING, however, unto RFTA, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct, and renew any facilities within the Railroad Corridor deemed in RFTA's sole discretion appropriate for the use of the Railroad Corridor for freight or passenger rail service, other transportation options including dedicated bus lanes, shipping, trail, and/or conservation purposes as it may at any time, and from time-to-time, desire within the Railroad Corridor including the right and privilege to use the Railroad Corridor for any and all purposes, including the construction, use, and maintenance of the South Bridge Project open cut structure, free of any liability whatsoever to the City; and also reserves, the exclusive right to construct, place, operate, maintain, alter, repair, replace, renew, improve, and remove communications and utility lines above, below, and on the surface of the Railroad Corridor, including without limitation transmission by conduit, pipe, fiber optics, cable, wire, or other means, of electricity, voice data, video, digitized information, or other materials, information, or utilities; and all right and privileges as RFTA, its successors and assigns may require to investigate and remediate any and all hazards on the Railroad Corridor, including, without limitation, environmental contamination.

3. Maintenance. The City shall, at its own cost, maintain and repair the South Bridge Project and improvements within the Non-Exclusive Easements granted hereby. In the event that the activation of freight or passenger rail service upon the Railroad Corridor has been approved by the RFTA Board of Directors and any other applicable federal or state authorities, the City shall, at its sole cost and expense, design, fund, and construct an at-grade or

grade-separated rail crossing consisting of: (i) a vehicular bridge; and (ii) reconstructing the ballast without tracks to the same condition as it was at the time of the initial construction by the City so as to ensure that freight or passenger rail service can be conducted over the Railroad Corridor.

Should RFTA need to extend, modify, or relocate the South Bridge Project crossing of the Railroad Corridor for any other reason, RFTA shall be entitled to do so as long as the extension, modification, or relocation does not materially interfere with the connectivity of the South Bridge Project and after review and approval of plans detailing the extension, modification, or relocation by the City, which approval will not be unreasonably withheld, and approval by the PUC.

If the City should desire to extend, modify, replace, relocate, or remove the South Bridge Project crossing of the Railroad Corridor to further the City's needs, then such cost shall be borne by the City. Any such extension, modification, relocation, or replacement or repair by the City shall only be made in accordance with plans prepared by City and reviewed and approved by RFTA, which approval will not be unreasonably withheld, and any required approval by the Colorado Public Utility Commission ("PUC").

For extensions, modifications, or relocations that are jointly caused and will benefit both parties, the allocation of costs shall be by further agreement between City and RFTA or if no agreement, then as determined by the PUC in a hearing.

4. **No Additional Non-Exclusive Easements.** Nothing contained herein shall be construed to grant any other Non-Exclusive Easements across the Railroad Corridor not specifically granted hereby and described herein, or across any other real property owned by RFTA.

5. **Non-Interference.** The Parties agree that their individual uses of the Non-Exclusive Easements shall be managed in a way that is reasonably undertaken to avoid interference with the other Party's use of the Non-Exclusive Easements as contemplated by this Agreement.

6. **Restoration.** The City shall, at its sole cost, promptly restore all portions of the Railroad Corridor not used for the South Bridge Project to substantially the same condition that existed immediately prior to any disturbance or damage caused by the City through its construction on the Railroad Corridor.

7. **Good Faith.** There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other Party.

8. **Railbanking Protection.** City acknowledges that RFTA's Railroad Corridor is not abandoned and is under the jurisdiction of the federal Surface Transportation Board. City further acknowledges that the Railroad Corridor is "railbanked" under the National Trails System Act, 16 U.S.C. §1247(d), so that RFTA is required to preserve the Railroad Corridor for future freight rail use. City's improvements and use shall not interfere with RFTA's use of the

Railroad Corridor for transportation, shipping, trail, and/or conservation purposes and that no disturbance or interference of any such uses shall be allowed hereunder without the prior written approval of RFTA. The Non Exclusive Easement areas contemplated hereby shall not be deemed to give City exclusive possession of any part of the Non-Exclusive areas described, and nothing shall be done or suffered to be done by City at any time that shall in any manner impair the usefulness or safety of the Railroad Corridor or of any track or other improvement on the Railroad Corridor or to be constructed thereon by RFTA in the future. If RFTA in its sole discretion upon advice of legal counsel believes that an action permitted by the Non-Exclusive Easements Agreement has or will cause a violation of the Railbanking Act, RFTA shall notify the City and RFTA and the City shall work together to revise the Non-Exclusive Easements Agreement to correct the potential violation. In the event no modification can be agreed upon between the City and RFTA to correct the potential or actual violation of the Railbanking Act, RFTA may terminate the Non-Exclusive Easements contemplated herein. Notwithstanding anything in this Agreement to the contrary, no provision herein shall be construed to permit any action by either Party that would cause a violation of the Railbanking Act.

9. **No Waiver of Governmental Immunity Act.** Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act by either Party. C.R.S. § 24-10-101 *et seq.*

10. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

11. **No Third-Party Beneficiary.** No third party may enforce or rely upon this Agreement.

12. **Term.** This Agreement shall become effective upon signature of the last Party to sign, and the Non-Exclusive Easements provided for herein shall exist in perpetuity or until altered by the mutual agreement of the Parties.

13. **Amendment and Assignment.** This Agreement may be amended by the Parties solely through a written agreement signed by both Parties. This Agreement may not be assigned by either Party.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to this Agreement or subsequent modifications thereto, shall be effective for all purposes.

15. **Governing Law, Venue and Survival.** The laws of the State of Colorado to the extent not preempted by federal law shall govern the validity, performance and enforcement of this Agreement. Should either Party institute legal action for enforcement of this Agreement, venue of such action shall be in the United States District Court for the District of Colorado if the

court has jurisdiction; if not, then all actions shall be filed in Garfield County, Colorado.

16. Whole Agreement. This Agreement sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either Party to the extent not set forth herein.

17. Section Headings. The section headings in this Agreement are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Authority. Each person signing this Agreement represents and warrants that the individual is fully authorized to enter into and execute this Agreement and to bind the Party it represents to the terms and conditions thereof.

19. Notice and Representatives. All notices required under this Agreement shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

To City: City of Glenwood Springs
Attn.: City Manager
101 West South Bridge
Glenwood Springs, CO 81601

With copy to: City of Glenwood Springs
Attn.: City Attorney
101 West South Bridge
Glenwood Springs, CO 81601

To RFTA: Roaring Fork Transportation Authority
Attn: Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81601

With copy to: Roaring Fork Transportation Authority
RFTA General Counsel
2307 Wulfsohn Road
Glenwood Springs, CO 81601

20. Change of Representatives. Either Party may, in its sole discretion, change its individual designated representative and the address to which future notices shall be sent by providing written notice to the other Party.

21. Severability. Should any provision of this Agreement be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall

not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this Agreement.

22. Approval by the PUC. This Agreement is contingent on approval by the PUC of the City's application to construct the South Bridge Project based on a design, cost, and cost allocation acceptable to the Parties.

23. Contractor Insurance. Following completion of the South Bridge Project and in the event that the Railroad Corridor is activated for freight or commuter rail use by RFTA or any of its contractors, prior to commencing any excavation work or work that places people or equipment at or above the track and within 25 feet of the centerline of said Railroad Corridor within the Non-Exclusive Easements areas pursuant to this Non-Exclusive Easements Agreement, the City agrees that it shall require any Contractor retained by City and approved in writing by RFTA to perform any such work to procure and maintain at the Contractor's own expense, with a company reasonably acceptable to RFTA, Comprehensive General Liability Insurance (including automobile), to be maintained during the period of any construction activities, in amounts not less than those required for freight or commuter railroads operating in Colorado, or such other mandatory insurance requirements as may be established by applicable federal, state, or local agencies having jurisdiction over such activities, whichever is highest and continued to be maintained by City during the duration of such rail use. Such Comprehensive General Liability Insurance policy shall, at a minimum, be maintained for:

A. All damages arising out of bodily injuries to or death of one (1) person and subject to that limit for each person;

B. All damages arising out of bodily injuries to or death of two (2) or more persons in any one occurrence;

C. Regular Contractor's Property Damage Liability Insurance for all damages arising out of injury to or destruction of property in any one occurrence and subject to the same limit per occurrence; and

D. All damages arising out of injury to or destruction of property during the policy period. If the tracks on the Railroad Corridor are being used in active railway operations, Contractor shall also provide Railroad Protective Liability insurance naming RFTA as the Insured with coverage for each occurrence and in an annual aggregate amount. The policy must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to RFTA prior to performing any work or services under this Agreement

- ◆ Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

Such insurance policy shall contain no exclusions the effect of which are to exclude or defeat assumed contractual liability and/or indemnity; and said policy shall specifically reference this Non-Exclusive Easements Agreement and its indemnity provisions and shall insure the liability assumed by City in this Agreement. Furthermore, said insurance policy shall name RFTA as an additional insured; however, there shall be no exclusion the effect of which is to exclude any personal injury or death or damage to property sustained by any directors, officers, agents, attorneys or employees of RFTA. Any exclusion for working on or near a railroad must be deleted from the policy. City shall furnish RFTA with certificates of insurance evidencing such insurance to be in full force and effect and that same will not be canceled without at least thirty (30) days advance written notice by the insurance carrier to RFTA.

IN WITNESS WHEREOF, the Parties hereto have executed this South Bridge Non-Exclusive Easements Agreement in duplicate originals on the day and year first written above.

**CITY OF GLENWOOD SPRINGS,
COLORADO**

ATTEST:

Ryan Muse, City Clerk

By: _____
Marco Dehm, Mayor

APPROVED AS TO FORM:

Karl Hanlon, City Attorney

Date: _____

**ROARING FORK TRANSPORTATION
AUTHORITY**

ATTEST:

Secretary

By: _____
Greg Poschman, Chair

APPROVED AS TO FORM:

Date: _____

Paul J. Taddune, General Counsel

EXHIBIT 1

City of Glenwood Springs Real Property

To Be Acquired

Right-of-Way Easement Number: RWE-1ren

From

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, CO 81623

To

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

For

Project Code: 15864
Project Number: HPP M535-003
Location: Glenwood Springs South Bridge
State Highway 82

Exhibit "1"
Project Code: 15864
Project Number: HPP M535-003
Right-of-Way Easement Number: RWE-1ren
Date: June 10, 2026

Property Description

A non-exclusive Right-of-Way Easement No. RWE-1ren of the Department of Transportation, State of Colorado, Project Code 15864, Project Number HPP M535-003, containing 24,054 square feet (0.552 acres), more or less, being a portion of the Railroad Right-of-Way of the Roaring Fork Transportation Authority (RFTA) described in a Correction Bargain and Sale Deed recorded 09/09/2008 at Reception No. 755399 in the records of Garfield County, Colorado, also known as the former Denver & Rio Grande Railroad, Aspen Branch Right-of-Way, as defined by Right-of-Way and Track Map Colo V-8-C Map 2, Parcel 1, corrected 12/31/1927, and as shown on the Railroad ROW Survey - Red Canon Segment, prepared by Farnsworth Group Inc., revised 12/5/2008 and recorded in the Land Survey Plat records of Garfield County at Reception No. LSP 784, lying in the Southwest Quarter of Section 26 and the Southeast Quarter of Section 27, Township 6 South, Range 89 West, of the Sixth Principal Meridian, in Garfield County, Colorado, said Right-of-Way Easement being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 26; Thence South 15°49'21" East, a distance of 76.63 feet to the westerly Right-of-Way line of said Railroad Right-of-Way and the POINT OF BEGINNING;

1. Thence South 81°10'05" East, perpendicular to said westerly Railroad Right-of-Way line, a distance of 45.78 feet;
2. Thence South 08°49'55" West, parallel with said westerly Railroad Right-of-Way line, a distance of 100.81 feet;
3. Thence South 81°10'05" East, perpendicular to said westerly Railroad Right-of-Way line, a distance of 54.22 feet to the westerly Right-of-Way line of State Highway 82 as defined on Colorado State Highway Department Plans, Federal Aid Project No. S 0130(8) also being the easterly Right-of-Way line of said Railroad Right-of-Way;
4. Thence South 08°49'55" West, coincident with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 194.38 feet;
5. Thence North 81°10'05" West, perpendicular to said westerly highway Right-of-Way line, a distance of 100.00 feet to said westerly Railroad Right-of-Way line;
6. Thence North 08°49'55" East, coincident with said westerly Railroad Right-of-Way line, a distance of 295.19 feet, more or less, to the POINT OF BEGINNING.

The above described Right-of-Way Easement contains 24,054 square feet (0.552 acres), more or less.

Basis of Bearings: The West line of the Northwest Quarter of said Section 26, bearing North 01°47'11" West, based on NAD83(2011) Colorado State Plane Central Zone (0502) and being monumented at the West Quarter Corner of said Section 26 by a 3.25" aluminum cap stamped "HCE INC T6S R89W 1/4 SEC 27 | SEC 26 1998 LS 19598", and at the Northwest Corner of said Section 26 by a 2.5" brass cap stamped "US GENERAL LAND OFFICE SURVEY T6S R89W S22|S23-S27|S26 1924".

Prepared by:
Robert A. Boehm, PLS 34992
For and on behalf of Jacobs Engineering Group Inc.
7001 E Belleview Ave, Suite 1000, Denver, CO 80237
Robert.Boehm@jacobs.com



EXHIBIT 2

City of Glenwood Springs Real Property

To Be Acquired

Right-of-Way Easement Number: RWE-1Aren

From

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, CO 81623

To

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

For

Project Code: 15864
Project Number: HPP M535-003
Location: Glenwood Springs South Bridge
State Highway 82

Exhibit "2"
Project Code: 15864
Project Number: HPP M535-003
Right-of-Way Easement Number: RWE-1Aren
Date: June 10, 2026

Property Description

A non-exclusive Right-of-Way Easement No. RWE-1Aren of the Department of Transportation, State of Colorado, Project Code 15864, Project Number HPP M535-003, containing 4,504 square feet (0.103 acres), more or less, being a portion of the Railroad Right-of-Way of the Roaring Fork Transportation Authority (RFTA) described in a Correction Bargain and Sale Deed recorded 09/09/2008 at Reception No. 755399 in the records of Garfield County, Colorado, also known as the former Denver & Rio Grande Railroad, Aspen Branch Right-of-Way, as defined by Right-of-Way and Track Map Colo V-8-C Map 2, Parcel 1, corrected 12/31/1927, and as shown on the Railroad ROW Survey - Red Canon Segment, prepared by Farnsworth Group Inc., revised 12/5/2008 and recorded in the Land Survey Plat records of Garfield County at Reception No. LSP 784, lying in the West Half of Section 26, Township 6 South, Range 89 West, of the Sixth Principal Meridian, in Garfield County, Colorado, said Right-of-Way Easement being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 26; Thence South 85°48'52" East, coincident with the North line of said Southwest Quarter of Section 26, a distance of 107.32 feet to the POINT OF BEGINNING;

1. Thence South 85°48'52" East, coincident with said North line, a distance of 25.08 feet to the westerly Right-of-Way line of State Highway 82 as defined on Colorado State Highway Department Plans, Federal Aid Project No. S 0130(8) also being the easterly Right-of-Way line of said Railroad Right-of-Way;
2. Thence South 08°49'55" West, coincident with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 181.18 feet;
3. Thence North 81°10'05" West, perpendicular to said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 25.00 feet;
4. Thence North 08°49'55" East, parallel with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 179.14 feet, more or less, to the POINT OF BEGINNING.

The above described Right-of-Way Easement contains 4,504 square feet (0.103 acres), more or less.

Basis of Bearings: The West line of the Northwest Quarter of said Section 26, bearing North 01°47'11" West, based on NAD83(2011) Colorado State Plane Central Zone (0502) and being monumented at the West Quarter Corner of said Section 26 by a 3.25" aluminum cap stamped "HCE INC T6S R89W 1/4 SEC 27 | SEC 26 1998 LS 19598", and at the Northwest Corner of said Section 26 by a 2.5" brass cap stamped "US GENERAL LAND OFFICE SURVEY T6S R89W S22|S23-S27|S26 1924".

Prepared by:
Robert A. Boehm, PLS 34992
For and on behalf of Jacobs Engineering Group Inc.
7001 E Belleview Ave, Suite 1000, Denver, CO 80237
Robert.Boehm@jacobs.com



EXHIBIT 3

City of Glenwood Springs Real Property

To Be Acquired

Right-of-Way Easement Number: RWE-1Bren

From

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, CO 81623

To

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

For

Project Code: 15864
Project Number: HPP M535-003
Location: Glenwood Springs South Bridge
State Highway 82

Exhibit "3"
Project Code: 15864
Project Number: HPP M535-003
Right-of-Way Easement Number: RWE-1Bren
Date: June 10, 2026

Property Description

A non-exclusive Right-of-Way Easement No. RWE-1Bren of the Department of Transportation, State of Colorado, Project Code 15864, Project Number HPP M535-003, containing 27,951 square feet (0.642 acres), more or less, being a portion of the Railroad Right-of-Way of the Roaring Fork Transportation Authority (RFTA) described in a Correction Bargain and Sale Deed recorded 09/09/2008 at Reception No. 755399 in the records of Garfield County, Colorado, also known as the former Denver & Rio Grande Railroad, Aspen Branch Right-of-Way, as defined by Right-of-Way and Track Map Colo V-8-C, Map 2, Parcel 1, corrected 12/31/1927, and as shown on the Railroad ROW Survey - Red Canon Segment, prepared by Farnsworth Group Inc., revised 12/5/2008 and recorded in the Land Survey Plat records of Garfield County at Reception No. LSP 784, lying in the Southwest Quarter of Section 26, Township 6 South, Range 89 West, of the Sixth Principal Meridian, in Garfield County, Colorado, said Right-of-Way Easement being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 26; Thence South 07°34'51" East, a distance of 380.33 feet to the POINT OF BEGINNING;

1. Thence South 81°10'05" East, perpendicular to the westerly Right-of-Way line of State Highway 82 as defined on Colorado State Highway Department Plans, Federal Aid Project No. S 0130(8), a distance of 24.50 feet to said westerly highway Right-of-Way line also being the easterly Right-of-Way line of said Railroad Right-of-Way;
2. Thence South 08°49'55" West, coincident with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 93.13 feet to a tangent curve to the left having a radius of 1,860.08 feet;
3. Thence continuing along said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 760.78 feet along the arc of said curve through a central angle of 23°26'03";
4. Thence South 14°36'08" East, continuing along said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 281.94 feet;
5. Thence South 75°23'52" West, perpendicular to said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 24.50 feet;
6. Thence North 14°36'08" West, parallel with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 281.94 feet to a tangent curve to the right having a radius of 1,884.58 feet;
7. Thence continuing parallel with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 770.80 feet along the arc of said curve through a central angle of 23°26'03";
8. Thence North 08°49'55" East, continuing parallel with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 93.13 feet, more or less, to the POINT OF BEGINNING.

Continued on page 3

The above described Right-of-Way Easement contains 27,951 square feet (0.642 acres), more or less.

Basis of Bearings: The West line of the Northwest Quarter of said Section 26, bearing North 01°47'11" West, based on NAD83(2011) Colorado State Plane Central Zone (0502) and being monumented at the West Quarter Corner of said Section 26 by a 3.25" aluminum cap stamped "HCE INC T6S R89W 1/4 SEC 27 | SEC 26 1998 LS 19598", and at the Northwest Corner of said Section 26 by a 2.5" brass cap stamped "US GENERAL LAND OFFICE SURVEY T6S R89W S22|S23-S27|S26 1924".

Prepared by:
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For and on behalf of Jacobs Engineering Group Inc.
7001 E Belleview Ave, Suite 1000, Denver, CO 80237
Robert.Boehm@jacobs.com



EXHIBIT 4

City of Glenwood Springs Temporary Easement

To Be Acquired

Temporary Easement Number: TE-1

From

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, CO 81623

To

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

For

Project Code: 15864
Project Number: HPP M535-003
Location: Glenwood Springs South Bridge
State Highway 82

Exhibit "4"
Project Code: 15864
Project Number: HPP M535-003
Temporary Easement Number: TE-1
Date: June 10, 2026

Property Description

A non-exclusive Temporary Easement No. TE-1 of the Department of Transportation, State of Colorado, Project Code 15864, Project Number HPP M535-003, containing 84,431 square feet (1.938 acres), more or less, being a portion of the Railroad Right-of-Way of the Roaring Fork Transportation Authority (RFTA) described in a Correction Bargain and Sale Deed recorded 09/09/2008 at Reception No. 755399 in the records of Garfield County, Colorado, also known as the former Denver & Rio Grande Railroad, Aspen Branch Right-of-Way, as defined by Right-of-Way and Track Map Colo V-8-C Map 1, Parcels 9 and 10, and Map 2, Parcel 1, corrected 12/31/1927, and as shown on the Railroad ROW Survey - Red Canon Segment, prepared by Farnsworth Group Inc., revised 12/5/2008 and recorded in the Land Survey Plat records of Garfield County at Reception No. LSP 784, lying in the West Half of Section 26 and the Northeast Quarter of Section 27, Township 6 South, Range 89 West, of the Sixth Principal Meridian, in Garfield County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 26; Thence South 85°48'52" East, coincident with the North line of the Southwest Quarter of said Section 26, a distance of 107.32 feet to the easterly Right-of-Way line of said Railroad Right-of-Way and the POINT OF BEGINNING;

1. Thence South 08°49'55" West, parallel with the westerly Right-of-Way line of State Highway 82 as defined on Colorado State Highway Department Plans, Federal Aid Project No. S 0130(8) and said easterly Railroad Right-of-Way line, a distance of 179.14 feet;
2. Thence North 81°10'05" West, perpendicular to said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 29.22 feet;
3. Thence North 08°49'55" East, parallel with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 100.81 feet;
4. Thence North 81°10'05" West, perpendicular to said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 45.78 feet to the westerly Right-of-Way line of said Railroad Right-of-Way;
5. Thence North 08°49'55" East, coincident with the westerly Railroad Right-of-Way line, a distance of 72.24 feet to the North line of said Southwest Quarter;
6. Thence South 85°48'52" East, coincident with said North line, a distance of 25.08 feet to said westerly Railroad Right-of-Way line;
7. Thence North 08°49'55" East, coincident with said westerly Railroad Right-of-Way line, a distance of 303.36 feet to a tangent curve to the left having a radius of 930.37 feet;
8. Thence continuing coincident with said westerly Railroad Right-of-Way line, a distance of 729.30 feet along the arc of said curve through central angle of 44°54'47";
9. Thence North 36°04'52" West, continuing coincident with said westerly Railroad Right-of-Way line, a distance of 486.15 feet to the North line of the South Half of the Northeast Quarter of said Section 27;

Continued on page 3

10. Thence South $87^{\circ}54'19''$ East, coincident with said North line, a distance of 63.60 feet to the westerly Right-of-Way line of State Highway 82 as defined on Colorado Department of Highways Plans, Project Nos. S 0130(7) and S 0130(8) also being the easterly Right-of-Way line of said Railroad Right-of-Way;
11. Thence South $36^{\circ}04'52''$ East, coincident with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 446.84 feet to a tangent curve to the right having a radius of 980.37 feet;
12. Thence continuing coincident with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 768.49 feet along the arc of said curve through a central angle of $44^{\circ}54'46''$;
13. Thence South $08^{\circ}49'55''$ West, coincident with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 299.29 feet, more or less, to the POINT OF BEGINNING.

The above described Temporary Easement contains 84,431 square feet (1.938 acres), more or less.

Basis of Bearings: The West line of the Northwest Quarter of said Section 26, bearing North $01^{\circ}47'11''$ West, based on NAD83(2011) Colorado State Plane Central Zone (0502) and being monumented at the West Quarter Corner of said Section 26 by a 3.25" aluminum cap stamped "HCE INC T6S R89W 1/4 SEC 27 | SEC 26 1998 LS 19598", and at the Northwest Corner of said Section 26 by a 2.5" brass cap stamped "US GENERAL LAND OFFICE SURVEY T6S R89W S22|S23-S27|S26 1924".

Prepared by:
Robert A. Boehm, PLS 34992
For and on behalf of Jacobs Engineering Group Inc.
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Robert.Boehm@jacobs.com



EXHIBIT 5

City of Glenwood Springs Temporary Easement

To Be Acquired

Temporary Easement Number: TE-1A

From

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, CO 81623

To

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

For

Project Code: 15864
Project Number: HPP M535-003
Location: Glenwood Springs South Bridge
State Highway 82

Exhibit "5"
Project Code: 15864
Project Number: HPP M535-003
Temporary Easement Number: TE-1A
Date: June 10, 2026

Property Description

A non-exclusive Temporary Easement No. TE-1A of the Department of Transportation, State of Colorado, Project Code 15864, Project Number HPP M535-003, containing 109,522 square feet (2.514 acres), more or less, being a portion of the Railroad Right-of-Way of the Roaring Fork Transportation Authority (RFTA) described in a Correction Bargain and Sale Deed recorded 09/09/2008 at Reception No. 755399 in the records of Garfield County, Colorado, also known as the former Denver & Rio Grande Railroad, Aspen Branch Right-of-Way, as defined by Right-of-Way and Track Map Colo V-8-C, Map 2, Parcel 1, corrected 12/31/1927, and as shown on the Railroad ROW Survey - Red Canon Segment, prepared by Farnsworth Group Inc., revised 12/5/2008 and recorded in the Land Survey Plat records of Garfield County at Reception No. LSP 784, lying in the Southeast Quarter of Section 27 and the Southwest Quarter of Section 26, Township 6 South, Range 89 West, of the Sixth Principal Meridian, in Garfield County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 26; Thence South 07°34'51" East, a distance of 380.33 feet to the POINT OF BEGINNING;

1. Thence South 08°49'55" West, parallel with the westerly Right-of-Way line of State Highway 82 as defined on Colorado State Highway Department Plans, Federal Aid Project No. S 0130(8) and the easterly Right-of-Way line of said Railroad Right-of-Way, a distance of 93.13 feet to a tangent curve to the left having a radius of 1,884.58 feet;
2. Thence continuing parallel with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 770.80 feet along the arc of said curve through a central angle of 23°26'03";
3. Thence South 14°36'08" East, continuing parallel with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 281.94 feet;
4. Thence North 75°23'52" East, perpendicular to said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 24.50 feet to said westerly highway Right-of-Way line;
5. Thence South 14°36'08" East, coincident with said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 218.43 feet;
6. Thence South 75°23'52" West, perpendicular to said westerly highway Right-of-Way line and said easterly Railroad Right-of-Way line, a distance of 100.00 feet to the westerly Right-of-Way line of said Railroad Right-of-Way;
7. Thence North 14°36'08" West, coincident with said westerly Railroad Right-of-Way, a distance of 500.36 feet to a tangent curve to the right having a radius of 1,960.08 feet;
8. Thence continuing coincident with said westerly Railroad Right-of-Way line, a distance of 801.68 feet along the arc of said curve through a central angle of 23°26'03";

Continued on Page 3

9. Thence North 08°49'55" East, continuing coincident with said westerly Railroad Right-of-Way line, a distance of 93.13 feet;
10. Thence South 81°10'05" East, perpendicular to said westerly Railroad Right-of-Way line, a distance of 75.50 feet, more or less, to the POINT OF BEGINNING.

The above described Temporary Easement contains 109,522 square feet (2.514 acres), more or less.

Basis of Bearings: The West line of the Northwest Quarter of said Section 26, bearing North 01°47'11" West, based on NAD83(2011) Colorado State Plane Central Zone (0502) and being monumented at the West Quarter Corner of said Section 26 by a 3.25" aluminum cap stamped "HCE INC T6S R89W 1/4 SEC 27 | SEC 26 1998 LS 19598", and at the Northwest Corner of said Section 26 by a 2.5" brass cap stamped "US GENERAL LAND OFFICE SURVEY T6S R89W S22|S23-S27|S26 1924".

Prepared by:
Robert A. Boehm, PLS 34992
For and on behalf of Jacobs Engineering Group Inc.
7001 E Belleview Ave, Suite 1000, Denver, CO 80237
Robert.Boehm@jacobs.com



EXHIBIT 6

City of Glenwood Springs Temporary Easement

To Be Acquired

Temporary Easement Number: TE-1B

From

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, CO 81623

To

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

For

Project Code: 15864
Project Number: HPP M535-003
Location: Glenwood Springs South Bridge
State Highway 82

Exhibit "6"
Project Code: 15864
Project Number: HPP M535-003
Temporary Easement Number: TE-1B
Date: June 10, 2026

Property Description

A non-exclusive Temporary Easement No. TE-1B of the Department of Transportation, State of Colorado, Project Code 15864, Project Number HPP M535-003, containing 1,878 sq. ft. (0.043 acres), more or less, being a portion of the Railroad Right-of-Way of the Roaring Fork Transportation Authority (RFTA) described in a Correction Bargain and Sale Deed recorded 09/09/2008 at Reception No. 755399 in the records of Garfield County, Colorado, also known as the former Denver & Rio Grande Railroad, Aspen Branch Right-of-Way, as defined by Right-of-Way and Track Map Colo V-8-C Map 1, Parcel 8, corrected 12/31/1927, and as shown on the Railroad ROW Survey - Red Canon Segment, prepared by Farnsworth Group Inc., revised 12/5/2008 and recorded in the Land Survey Plat records of Garfield County at Reception No. LSP 784, lying in the Northeast Quarter of Section 27, Township 6 South, Range 89 West, of the Sixth Principal Meridian, in Garfield County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 26; Thence North 16°26'53" West, a distance of 1,934.87 feet to the westerly Right-of-Way line of State Highway 82 as defined on Colorado Department of Highways Plans, Federal Aid Project No. S 0130(7) and the POINT OF BEGINNING;

1. Thence South 68°43'01" West, perpendicular to said westerly Right-of-Way line, a distance of 27.00 feet;
2. Thence North 21°16'59" West, parallel with said westerly Right-of-Way line, a distance of 69.54 feet;
3. Thence North 68°43'01" East, perpendicular to said westerly Right-of-Way line, a distance of 27.00 feet to said westerly Right-of-Way line;
4. Thence South 21°16'59" East, coincident with said westerly Right-of-Way line, a distance of 69.54 feet, more or less, to the POINT OF BEGINNING.

The above described Temporary Easement contains 1,878 sq. ft. (0.043 acres), more or less.

Basis of Bearings: The West line of the Northwest Quarter of said Section 26, bearing North 01°47'11" West, based on NAD83(2011) Colorado State Plane Central Zone (0502) and being monumented at the West Quarter Corner of said Section 26 by a 3.25" aluminum cap stamped "HCE INC T6S R89W 1/4 SEC 27 | SEC 26 1998 LS 19598", and at the Northwest Corner of said Section 26 by a 2.5" brass cap stamped "US GENERAL LAND OFFICE SURVEY T6S R89W S22|S23-S27|S26 1924".

Prepared by:
Robert A. Boehm, PLS 34992
For and on behalf of Jacobs Engineering Group Inc.
7001 E Belleview Ave, Suite 1000, Denver, CO 80237
Robert.Boehm@jacobs.com



EXHIBIT 7

City of Glenwood Springs Temporary Easement

To Be Acquired

Temporary Easement Number: TE-1C

From

Roaring Fork Transportation Authority
1340 Main Street
Carbondale, CO 81623

To

City of Glenwood Springs
101 W 8th Street
Glenwood Springs, CO 81601

For

Project Code: 15864
Project Number: HPP M535-003
Location: Glenwood Springs South Bridge
State Highway 82

Exhibit "7"
Project Code: 15864
Project Number: HPP M535-003
Temporary Easement Number: TE-1C
Date: June 10, 2026

Property Description

A non-exclusive Temporary Easement No. TE-1C of the Department of Transportation, State of Colorado, Project Code 15864, Project Number HPP M535-003, containing 848 sq. ft. (0.019 acres), more or less, being a portion of the Railroad Right-of-Way of the Roaring Fork Transportation Authority (RFTA) described in a Correction Bargain and Sale Deed recorded 09/09/2008 at Reception No. 755399 in the records of Garfield County, Colorado, also known as the former Denver & Rio Grande Railroad, Aspen Branch Right-of-Way, as defined by Right-of-Way and Track Map Colo V-8-C Map 1, Parcel 8, corrected 12/31/1927, and as shown on the Railroad ROW Survey - Red Canon Segment, prepared by Farnsworth Group Inc., revised 12/5/2008 and recorded in the Land Survey Plat records of Garfield County at Reception No. LSP 784, lying in the Northeast Quarter of Section 27, Township 6 South, Range 89 West, of the Sixth Principal Meridian, in Garfield County, Colorado, said Temporary Easement being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 26; Thence North 14°35'46" West, a distance of 1,601.43 feet to the westerly Right-of-Way line of State Highway 82 as defined on Colorado Department of Highways Plans, Federal Aid Project No. S 0130(7) and the POINT OF BEGINNING;

1. Thence South 59°11'43" West, a distance of 32.76 feet;
2. Thence North 30°48'17" West, a distance of 26.00 feet;
3. Thence North 59°11'43" East, a distance of 32.54 feet to said westerly Right-of-Way line and a point on a non tangent curve to the left having a radius of 1,492.16 feet and a chord bearing South 31°17'02" East;
4. Thence coincident with said westerly Right-of-Way line a distance of 26.00 feet along the arc of said curve through a central angle of 00°59'54", more or less, to the POINT OF BEGINNING.

The above described Temporary Easement contains 848 sq. ft. (0.019 acres), more or less.

Basis of Bearings: The West line of the Northwest Quarter of said Section 26, bearing North 01°47'11" West, based on NAD83(2011) Colorado State Plane Central Zone (0502) and being monumented at the West Quarter Corner of said Section 26 by a 3.25" aluminum cap stamped "HCE INC T6S R89W 1/4 SEC 27 | SEC 26 1998 LS 19598", and at the Northwest Corner of said Section 26 by a 2.5" brass cap stamped "US GENERAL LAND OFFICE SURVEY T6S R89W S22|S23-S27|S26 1924".

Prepared by:
Robert A. Boehm, PLS 34992
For and on behalf of Jacobs Engineering Group Inc.
7001 E Belleview Ave, Suite 1000, Denver, CO 80237
Robert.Boehm@jacobs.com





EXHIBIT B - IGA -RFTA & COGS
South Bridge, Planning, Funding & Construction

South Bridge - Glenwood Springs

Estimated TCE Value - RFTA

Parcel	Area	ATF Value Estimate		Value Estimate	Comments
		(\$/SF)	Encumbrance (%)		
RWE-1	24054	\$9.50	50%	\$114,256.50	Non-exclusive ROW Easement
RWE-1A	4504	\$11.50	50%	\$25,898.00	Non-exclusive ROW Easement
RWE-1B	27951	\$9.50	50%	\$132,767.25	Non-exclusive ROW Easement
TE-1	84431	\$11.50	10%	\$97,095.65	Temporary Easement (1 year)
TE-1A	109522	\$9.50	10%	\$104,045.90	Temporary Easement (1 year)
TE-1B	1878	\$24.00	10%	\$4,507.20	Temporary Easement (1 year)
TE-1C	848	\$24.00	10%	\$2,035.20	Temporary Easement (1 year)

EXHIBIT C to IGA GWS/RFTA SOUTH BRIDGE PROJECT



City of Glenwood Springs - South Bridge Cost Estimate

6/29/2026

South Bridge Project Cost Summary

Bridge	\$	11,810,000
Walls	\$	7,760,000
Drainage	\$	2,770,000
Electrical/Fiber	\$	1,750,000
Water/Raw Water Upgrades	\$	1,720,000
Roadways	\$	19,790,000
Erosion Control and Restoration	\$	1,270,000
Maintenance of Traffic/Detouring	\$	3,110,000
Signals, Striping, Signage	\$	1,570,000
ROW/PE Acquisition	\$	2,880,000
Construction Management and Testing	\$	4,600,000
General Conditions	\$	6,060,000
Rio Grande Underpass Structure	\$	580,000
Jackson/Holy Cross	\$	290,000
Project Contingency	\$	7,700,000
Total	\$	73,660,000

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. _____

IN THE MATTER OF THE JOINT APPLICATION OF THE ROARING FORK TRANSPORTATION AUTHORITY AND THE CITY OF GLENWOOD SPRINGS, COLORADO TO CREATE A NEW PEDESTRIAN GRADE SEPARATED UNDERPASS CROSSING AT MILEPOST 364.15 IN THE CITY OF GLENWOOD SPRINGS, GARFIELD COUNTY, COLORADO

JOINT APPLICATION

The Roaring Fork Transportation Authority and the City of Glenwood Springs, Colorado, hereinafter referred to as “Applicants”, hereby submits this application for review to the Colorado Public Utilities Commission, hereinafter referred to as “PUC”, for an order granting the authority to create a new pedestrian grade separated underpass crossing at Milepost 364.15 in the City of Glenwood Springs, Garfield County, Colorado.

Following are Applicants’ responses to the specific requirements concerning highway-rail grade crossing applications, as prescribed in 4 *Code of Colorado Regulations* (CCR) 723-7-7002(b)(I-IX), 4 CCR 723-7204(a)(I), and 4 CCR 723-7-7204(a)(II) – (XVIII) and 4 CCR 723-7-7205 as required, including without limitation, acknowledgement that by signing the application, the Applicants understand that the filing of the application does not by itself constitute approval of the application for the requested action.

Consistent with Rule 7002(b), 4 CCR 723-7, the information below is provided within this application, or in an appropriately identified attachment to this application as indicated.

I. Information Required by Rule 7002(b)

A. Rule 7002(b)(I)

The name and mailing address of the Joint Applicants:

**Roaring Fork Transportation Authority
51 Service Center Dr.
Aspen, CO 81611**

**City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601**

B. Rule 7002(b)(II)

If the applicant is a corporation or limited liability company; the name of the state in which the applicant is incorporated or organized and the location of its principal office, if any, in Colorado:

N/A

C. Rule 7002(b)(III)

If the applicant is a partnership; the names, titles and addresses of all general and limited partners:

N/A

D. Rule 7002(b)(IV)

The name, address, telephone number, and e-mail address of the applicant's representative to whom all inquiries concerning the application may be made:

**Angela M. Henderson
Roaring Fork Transportation Authority (RFTA)
Assistant Director, Project Management & Facilities Operations
51 Service Center Dr.
Aspen, CO 81611
(970) 384-4982
ahenderson@rfta.com**

[GS CONTACT]

**Richard J. Peterson-Cremer
Karp Neu Hanlon, P.C.
Assistant City Attorney
P.O. Drawer 2030
Glenwood Springs, CO 81602
(970) 945-2262
rjp@mountainlawfirm.com**

or

**Steve Boyd
City of Glenwood Springs
City Manger**

101 W 8th St
Glenwood Springs CO 81601
(970) 384 -6422
Steve.boyd@cogs.us

E. Rule 7002(b)(V)

A statement that the applicant agrees to respond to all questions propounded by the Commission or its staff concerning the application:

Applicants agree to respond to all questions propounded by the Commission or its staff concerning the application.

F. Rule 7002(b)(VI)

A statement indicating the town or city, and any alternative town or city, where the applicant prefers any hearings to be held:

Applicants prefers that any hearings be held at the Commission offices in Denver, Colorado.

G. Rule 7002(b)(VII)

A statement that the applicant understands that, if any portion of the application is found to be false or to contain material misrepresentations, any authorities granted pursuant to the application may be revoked upon Commission decision:

Applicants understands that if any portion of the application is found to be false or to contain material misrepresentations, any authorities granted pursuant to the application may be revoked upon Commission decision.

H. Rule 7002(b)(VIII)

Acknowledgement that by signing the application, the applicant understands that:

1. The filing of the application does not by itself constitute approval of the application for the requested action;
2. If the application is granted, the applicant shall not commence the requested action until the applicant complies with applicable Commission rules and any pre-construction conditions established by Commission decision granting the application;
3. If a hearing is held, the applicant must present evidence at the hearing to establish its qualifications to undertake, and its right to undertake, the requested action; and
4. In lieu of the statement contained in subparagraphs (b)(VII)(A) through(C) of this paragraph, an applicant may include a statement that it has read, and agrees to abide by, the provisions of subparagraphs (b)(VII)(A) through(C) of this paragraph.

Applicants acknowledges the above four statements.

I. Rule 7002(b)(IX)

An attestation which is made under penalty of perjury; which is signed by an officer, a partner, an owner, an employee of, an agent for, or an attorney for the applicant, as appropriate, who is authorized to act on behalf of the applicant; and which states that the contents of the application are true, accurate, and correct. The application shall contain the title and the complete address of the affiant.

See attached attestations.

II. Information Required by Rule 7204(a)

A. Rule 7204(a)(I) - All crossing applications shall contain the following information:

1. The contact person's name, mailing address and e-mail address to whom the Commission notice is to be sent:

- a) If the application is filed by a road authority, provide the above information for each railroad, railroad corporation, rail fixed guideway, or transit agency that owns the tracks affected by an application.

**Angela M. Henderson
Director, Railroad Corridor and Trails
51 Service Center Dr.
Aspen, CO 81611
(970) 384-4982
ahenderson@rfta.com**

- b) If the application is filed by a railroad, railroad corporation, rail fixed guideway, transit agency, or other person, firm, or corporation that will own the tracks, provide the above information for each road authority that owns the roadway affected by the application.

**Richard J. Peterson-Cremer
Karp Neu Hanlon, P.C.
P.O. Drawer 2030
Glenwood Springs, CO 81602
(970) 945-2262
rip@mountainlawfirm.com**

or

**Steve Boyd
City of Glenwood Springs
City Manger
101 W 8th St
Glenwood Springs CO 81601**

(970) 384 -6422
Steve.boyd@cogs.us

2. The railroad and/or rail fixed guideway line name and milepost number where the crossing that is subject of the application is located.

This crossing will be on the Denver Division of the Aspen Branch of the Denver & Rio Grande Western Railroad (“DRGW”); it is located at milepost 364.15. The corridor is railbanked and maintained by the Roaring Fork Transportation Authority (“RFTA”) pursuant to the Decision and Notice of Interim Trail Use (“NITU”) entered by the Surface Transportation Board dated May 12, 2017, attached to this Application as Exhibit A. The rails have been removed and the corridor’s primary use at the time of this application is a public trail for non-motorized recreation.

The City of Glenwood Springs (City) is designing a road and intersection that crosses through the Roaring Fork Transportation Authority (RFTA) railroad right-of-way at a right angle. The City is responsible for designing a pedestrian grade separated underpass/pedestrian crossing at MP 364.15 to accommodate all uses, including equestrian use, and that allows for the Rio Grande Trail to go beneath the proposed road crossing connecting at-grade to State Highway 82. Pursuant to the Intergovernmental Agreement between the City and RFTA, the City is required to deliver design documents compliant with Colorado Department of Transportation (CDOT) and Federal Highway Administration (FHWA) requirements. RFTA has agreed to the proposed non-confirming railroad crossing on the condition that the City of Glenwood Springs remove the intersection at its

own expense if the railbanked status of the corridor is challenged. [See, Exhibit ___, Intergovernmental Agreement, p.4].

3. The National Inventory Number and the National Inventory Form for an existing crossing, or a statement that no National Inventory Number and/or National Inventory Form exists for a new crossing.

This is a new crossing on unused/non-existent tracks. No National Inventory Number or Form exists.

4. All accident reports for the crossing and/or a listing of all accidents for any rail fixed guideway tracks through the crossing, or a statement that no accident reports and/or listing of rail fixed guideway accidents exist for the crossing.

This is a new crossing on unused non-existent tracks. No National Inventory Number or Form exists.

5. A statement of the date that the required crossing safety diagnostic occurred, or a copy of written correspondence from Commission staff that a crossing safety diagnostic was not required.

The co-applicants request that the required safety diagnostic be waived for this matter as no work is being done at an existing crossing. The intersection creating the grade separated crossing within the RFTA right-of-way corridor will be constructed by the City of Glenwood Spring pursuant to funding by grants from the Federal Highway Administration, CDOT, RFTA and the City of Glenwood Springs. City is responsible for the design and approval of the plans, specifications, reports and estimates provided by the City's design professionals, and assumes full responsibility for errors and omissions related thereto. The plans

are subject to review and approval by CDOT and FHWA. [See, Exhibit __, Intergovernmental Agreement, p.4].

6. A statement of:

- a) The existing number and character of trains (e.g., through movements, switching movements) passing through the crossing each day if the National Inventory Form has not been updated within three years from the date of the filing of the application, or the existing number, character, and timetable speed of trains as shown on the National Inventory Form if the form has been updated within three years from the date of the filing of the application;

This is a new crossing on unused inactive tracks. No National Inventory Form exists.

- b) The five-year projection of increases or decreases of the number and character of trains using the crossing; and

Not applicable.

- c) The maximum timetable speed of trains using the crossing.

Not applicable.

7. A detailed statement as to the nature of and need for the construction, alteration, abolition, installation, or modification for which approval is sought.

Because the planned road and intersection crosses the RFTA right of way, the parties desire a pedestrian grade separated underpass/pedestrian crossing at MP 364.15 on unused tracks to accommodate all uses, including equestrian use, and that allows for the Rio Grande Trail to go beneath the proposed road crossing connecting at-grade to State Highway 82.

8. A statement of the scope of the project, including without limitation:

- a) The highway design, pathway design, crossing warning devices, and necessary traffic signal interconnection and preemption;

N/A. This will be a grade separated crossing.

- b) The detailed itemized estimated cost of the proposed construction, alteration, abolition, or highway-rail or pathway crossing warning device installation or modification;

The City's cost estimate for the entire South Bridge Project is \$73,660,000.

The pedestrian grade separated underpass structure is a portion of the overall project and is estimated to cost approximately \$580,000. Please see cost estimate attached as Exhibit C, Intergovernmental Agreement, pp. 1-2.

- c) How the applicant proposes to provide for the cost, explaining the proposed apportionment between or among the parties in interest if applicable; and

Please see cost estimate attached as Exhibit C, Intergovernmental Agreement, pp. 1-2.

- d) If the funds necessary for the project are currently available and encumbered.

N/A

9. A statement of the estimated month and year for:

- a) The start date for the construction, alteration, abolition, or crossing warning device installation or modification;

[DATE]1/1/2027

- b) The completion date for the construction, alteration, abolition, or crossing warning device installation or modification; and

[DATE]1/1/2029

- c) The date for commencement of operations through the crossing for new crossings.

[DATE]1/1/2030

10. A vicinity map that includes the proposed project limits (i.e., a map that includes the general area circumscribing the project).

Vicinity map attached as Exhibit A. [COPY OF VICINITY MAP NEEDED]

11. The names and mailing addresses of all persons, including adjacent property owners, public utilities, and local government agencies that may be interested in or affected by the application. **[PLEASE ADVISE IF THERE ARE PROPERTY OWNERS OTHER THAN THE CITY ADJACENT TO THE PROPOSED CROSSING]**

Property Owners:

Name	Street Address	City, State	Zip Code
Holy Cross	3799 Highway 82	Glenwood Springs, CO	81601
Jackson Ranch	3995 Highway 82	Glenwood Springs, CO	81601

No public utilities will be affected by the proposed changes to the crossing.

Governmental authorities.

Name	Street Address	City, State	Zip Code

City of Glenwood Springs	101 W. 8 th St.	Glenwood Springs, CO	81601
CDOT	280 Centennial St Suite A101	Glenwood Springs, CO	81601
Roaring Fork Transportation Authority (RFTA)	0051 Service Center Rd.	Aspen, CO.	81611

12. If the crossing is at-grade: a statement fully justifying why a separation of grades is not practicable under the circumstances.

N/A

13. A statement if the application is seeking preliminary approval of conceptual level design plans, or if the application is seeking final approval of final design plans.

Applicants are not seeking preliminary approval of conceptual design plans.

14. A statement if the application includes a request to install a temporary safety measure.

No temporary safety measures are requested as part of this application. It is anticipated that the trail will remain open during construction. The trail will be temporarily relocated between Highway 82 and the existing trail alignment . The trail will be separated from road traffic with concrete barriers, guard rail or other safety devices as needed. The specifics of the construction, temporary relocation and other aspects of work will be discussed and determined by the selected contractor with consultation with RFTA prior to construction

B. Rule 7204(a)(II) - Applications for all highway-rail crossings shall include:

1. The existing ADT volume and character of vehicles (including, but not limited to estimated percentage of heavy vehicles and a statement about whether school buses use the crossing) passing through the highway-rail crossing each day if the traffic volume

on the National Inventory Form has not been updated within three years from the date of the filing of the application, or the existing ADT volume and character of vehicles passing through the highway-rail crossing each day as shown on the National Inventory Form if the traffic volume on the form has been updated within three years from the date of the filing of the application. If the ADT volume has not been updated within three years from the date of the filing of the application, the road authority will be responsible for paying for the cost of the updated ADT count;

This is an application for a new grade-separated crossing. There is no National Inventory Form and no traffic counts.

2. The five-year and twenty-year ADT volume projections of vehicles using the highway-rail crossing; and

N/A

3. The posted or unposted speed limit for the vehicles traveling through the highway-rail crossing.

This is an application for a new grade-separated pedestrian crossing. There are no posted speed limits.

C. Rule 7204(a)(III) - Applications for all pathway crossing shall include:

1. The existing or estimated number of pedestrians and bicycles passing through the pathway crossing each day and a statement if the number is based on an actual count or an estimate; and

N/A

2. The five-year and twenty-year projections of the number of pedestrians and bicycles using the pathway crossing.

N/A

D. Rule 7204(a)(IV) - Applications that include a request for temporary safety measures filed pursuant to paragraph 7203(f) shall include:

1. A statement of the temporary safety measure being sought;

N/A

2. Schematic plans of the temporary measure to be implemented;

N/A

3. The diagnostic notes including a list of all in attendance;

N/A

4. A statement that the diagnostic team is in consensus with the temporary safety measure being sought;

N/A

E. Rule 7204(a)(V) - Applications for preliminary of final approval of new at-grade crossing shall include:

1. Detailed plans/drawings of a suitable scale, showing the at-grade crossing, including signing and striping, tracks, buildings, structures, property lines, and public highways within the right-of-way limits of the railroad, railroad corporation, rail fixed guideway, rail fixed guideway system, or transit agency;

N/A

2. A profile drawing showing grade lines and proposed grade lines of approaches on the public highway or pathway, and the tracks being crossed that may be affected by the proposed or existing crossing;

N/A

3. Proposed roadway classification (e.g., local road, collector, arterial, freeway) and a cross-section drawing of the road authority's standards for that roadway classification or cross-section drawing of the pathway;

N/A

4. The following documentation for all existing crossings within one mile of the proposed location of the new crossing in urban locations or within towns, or the two crossings nearest the proposed crossing in rural locations:

- a) The National Inventory Number and National Inventory Form;

N/A

- b) All accident reports or a statement that no accident reports are available; and

N/A

- c) The existing ADT volume and character of vehicles (including, but not limited to, estimated percentage of heavy vehicles and a statement about whether school buses use the crossing) passing through the highway-rail crossing each day if the traffic volume on the National Inventory Form has not been updated within three years from the date of the filing of the application, or the existing ADT volume and character of vehicles passing through the highway-rail crossing each day as shown on the National Inventory Form if the traffic volume on the form has been updated within three years from the date of the filing of the application. If the ADT volume has not been updated within three years

from the date of the filing of the application, the road authority will be responsible for paying for the cost of the updated ADT count.

N/A

F. Rule 7204(a)(VI) - Applications for preliminary or final approval to widen, narrow, or relocate an existing crossing shall include:

1. Detailed plans/drawings of a suitable scale, showing the grade crossing, including signing and striping, tracks, buildings, structures, property lines, and public highways within the right-of-way limits of the railroad, railroad corporation, rail fixed guideway, rail fixed guideway system, or transit agency;

N/A

2. A profile drawing showing grade lines and proposed grade lines of approaches on the public highway or pathway and the tracks being crossed that may be affected by the proposed or existing crossing;

N/A

3. Existing roadway classification (e.g., local, collector, arterial, freeway) and a cross-section drawing of the roadway authority's standards for that roadway classification or cross-section drawing of the pathway; and

N/A

4. Proposed roadway classification (e.g., local road, collector, arterial, freeway) and a cross-section drawing of the roadway authority's standards for that roadway classification or cross-section drawing of the pathway.

N/A

G. Rule 7204(a)(VII) - Applications for preliminary or final approval to close a crossing by removal of the tracks shall include:

1. Detailed plans/drawings of a suitable scale, showing the details of the crossing closure plan;

N/A

2. A copy of the notice of proposed closure of the crossing as required under paragraph 7208(c); and

N/A

3. Traffic volumes under (II) are not required.

H. Rule 7204(a)(VIII) - Applications to close a crossing by removal of the roadway or pathway shall include:

1. The following documentation for all existing crossings within one mile of the proposed location of the crossing to be closed in urban locations or within towns, or the two crossings nearest the proposed crossing to be closed in rural locations:

- a) The National Inventory Number and National Inventory Form;

N/A

- b) All accident reports or a statement that no accident reports are available; and

N/A

- c) The existing ADT volume and character of vehicles (including, but not limited to, estimated percentage of heavy vehicles and a statement about whether school buses using the crossing) passing through the highway-rail crossing each

day if the traffic volume on the National Inventory Form has not been updated within three years from the date of the filing of the application, or the existing ADT volume and character of vehicles passing through the highway-rail crossing each day as shown on the National Inventory Form if the traffic volume on the form has been updated within three years from the date of the filing of the application. If the ADT volume has not been updated within three years from the date of the filing for the application, the road authority will be responsible for paying for the cost of the updated ADT count.

N/A

2. Detailed plans/drawings of a suitable scale showing the details of the crossing closure plan; and

N/A

3. The notice of proposed closure of the crossing as required under paragraph 7208(c).

N/A

I. Rule 7204(a)(IX) - Applications for preliminary or final approval to install or change passive warning devices at crossings shall include:

1. A description of the type of warning device the applicant proposes to install; and

N/A

2. Detailed railroad cost estimate of the crossing warning devices.

N/A

J. Rule 7204(a)(X) - Applications for preliminary or final approval for installation of new active warning devices, replacement of existing active warning devices, or replacement of existing train detection circuitry at crossings shall include:

1. Detailed plans/drawings of a suitable scale, showing the crossing, including signing and striping, tracks, buildings, structures, property lines, and public highways within the right-of-way limits of the railroad, railroad corporation, rail fixed guideway, rail fixed guideway system, or transit agency;

N/A.

2. A description of the type of warning devices the applicant proposes to install (reference may be made to recommended standards on highway-rail grade crossing warning devices as published in current editions of the MUTCD and/or the American Railway Engineering and Maintenance-of-Way Association's Signal Manual of Recommended Practice);

N/A.

3. The detailed railroad cost estimate of the crossing warning devices; and

N/A.

4. The schematic diagram of the crossing warning devices (commonly referred to as the "front sheet") and shall specifically identify the equipment response time, advanced preemption time, minimum warning time, clearance time, buffer time, and total warning time).

N/A.

K. Rule 7204(a)(XI) - Applications for preliminary or final approval involving installation of four quadrant gate active warning devices shall include:

1. A description of the type of four quadrant exit gate operating mode proposed (e.g., timed, dynamic exit gate vehicle detection, or timed/dynamic combination);

N/A

2. For timed exit gate operating mode, the proposed exit gate clearance time, a description of the methodology used to determine the exit gate clearance time and the calculations performed to determine the exit gate clearance time;

N/A

3. For dynamic exit gate operating mode, a description of the type of vehicle detection proposed, a plan/drawing showing the proposed vehicle detector placement(s) and description and timings of how the vehicle detection will operate; and

N/A

4. A letter of concurrence from Commission staff regarding the proposed four-quadrant operations and timings, or a statement that Commission staff does not concur with the proposed four-quadrant operations and timings.

N/A

L. Rule 7204(a)(XII) - Applications for preliminary or final approval involving interconnection to traffic signals or queue cutter signals and preemption by active warning signals shall include:

1. A statement of the proposed preemption operations (e.g., simultaneous, advanced);

N/A

2. The traffic signal timings, including:

a) The traffic signal cycle length;

N/A

b) Minimum green time for each signal phase and pedestrian phase;

N/A

c) Green times for each signal phase;

N/A

d) Yellow change times for each signal phase;

N/A

e) Red clearance times for each signal phase;

N/A

f) Walk times for each pedestrian phase;

N/A

g) Flashing don't walk times for each pedestrian phase;

N/A

h) The traffic signal phasing diagram including the preemption sequence; and

N/A

i) A statement of whether and what type of gate down circuitry will be used.

N/A

3. A list of and calculations for the following distances and timings:

a) Minimum track clearance distance;

N/A

b) Design vehicle designation and length;

N/A

c) Clear storage distance;

N/A

d) Preemption delay time;

N/A

e) Controller response time to preemption call;

N/A

f) Worst case conflicting vehicle time and worst case conflicting pedestrian time;

N/A

g) Maximum highway traffic signal preemption time;

N/A

h) Right-of-way transfer time;

N/A

i) Queue clearance time;

N/A

j) Clearance time;

N/A

k) Separation time;

N/A

l) Advance preemption time;

N/A

m) Minimum warning time.

N/A

4. A letter of concurrence from Commission staff regarding the proposed preemption operations and timings, or a statement that Commission staff does not concur with the proposed preemption operations and timings.

N/A

M. Rule 7204(a)(XIII) - Applications requesting cost allocation to the Highway-Rail Crossing Signalization Fund or projects for which the Colorado Department of Transportation has appropriated Federal Section 130 Fund shall contain:

1. Specific information regarding the requested apportionment of costs between the railroad, railroad corporation, rail fixed guideway, rail fixed guideway system, or transit

agency, the road authority, and the Highway-Rail Crossing Signalization Fund or Federal Section 130 Fund.

N/A

N. Rule 7204(a)(XVI) - Applications for preliminary or final approval to change an existing crossing from a public crossing to a private crossing shall include:

1. The following documentation for all existing crossings within one mile of the proposed location of the new crossing in urban locations or within towns, or the two crossings nearest the proposed crossing in rural locations:

a) The National Inventory Number and National Inventory Form;

N/A

b) Copies of all accident reports or a statement that no accident reports are available for those crossings; and

N/A

c) The existing ADT volume and character of vehicles passing through the highway-rail crossing each day if the traffic volume on the National Inventory Form has not been updated within three years from the date of the filing of the application, or the existing ADT volume and character of vehicles passing through the highway-rail crossing each day as shown on the National Inventory Form if the traffic volume on the form has been updated within three years from the date of the filing of the application.

N/A

2. Documentation (ordinance, ruling, etc.) showing that the road authority agency is proposing to remove the road from its network of ownership, operation, and maintenance; and

N/A

3. Documentation showing the person that will be owning, operating, and maintaining the private roadway.

N/A

O. Rule 7204(a)(XV) - Applications for preliminary or final approval to change an existing crossing from a private crossing to a public crossing shall include:

1. Proposed roadway classification (e.g., local road, collector, arterial, freeway) and a cross-section drawing of the road authority's standards for that roadway classification or cross-section of the pathway;

N/A

2. A statement that the existing crossing meets the standards of the proposed roadway classification or a statement that the roadway will be changed to meet the current roadway classification standards; and

N/A

3. Documentation (ordinance, ruling, etc.) showing that the road authority is accepting the road into its network for ownership, operation, and maintenance;

N/A

P. Rule 7204(a)(XVI) - Applications for preliminary or final approval to construct a grade separated crossing shall include:

1. Detailed plans/drawings of a suitable scale, showing the crossing, including signing and striping, tracks, buildings, structures, property lines, and public highways within the right-of-way limits of the railroad, railroad corporation, rail fixed guideway, rail fixed guideway system, or transit agency;

[WE NEED COPY OF FINAL PLANS TO ATTACH FOR 1. AND 2. Please see

Exhibit .2. A profile drawing showing grade lines and proposed grade lines of approaches on the public roadway, highways, streets, or pathways and the tracks being crossed that may be affected by the proposed or existing crossing;

Please see Exhibit .

3. Bridge plan/drawings that show, at a minimum:

- a) The total length of the bridge structure;

 NA .

- b) The length of each individual span for multiple span bridge structures;

 NA .

- c) The location of all existing and any possible proposed future tracks in relation to the bridge structure;

 NA .

- d) The minimum vertical clearance from the top of rail or pavement to the bottom of structure;

NA.

- e) The minimum horizontal clearance from centerline of track to face of pier or abutment if track is under the bridge structure; and

NA.

- f) The cross-section of the bridge showing information regarding the roadway, pathway, or railroad configuration including, but not limited to, out-to-out distance, fencing, lane widths, walkway widths, and median widths.

NA.

Q. Rule 7204(a)(XVII) - Applications for any preliminary approval of plans/drawings shall include:

- 1. The date by which all final plans/drawings for which preliminary or conceptual level plans/drawings were provided with the application will be filed for approval; and

N/A

- 2. A waiver of the applicable statutory period I §40-6-109.5, C.R.S. regarding the time limit for decisions.

N/A

R. Rule 7204(a)(XVIII) - Applications for a utility crossing shall include:

- 1. The contact person's name, mailing address and e-mail address to whom the Commission notice is to be sent:

- a) For each railroad, railroad corporation, rail fixed guideway, or transit agency that owns the tracks affected by an application filed by a utility; and

N/A

- b) For each utility affected by the application filed by a railroad, railroad corporation, rail fixed guideway, transit agency, or other person, firm, or corporation that will own the tracks affected by the application.

N/A

- 2. The railroad and/or rail fixed guideway line name and milepost number where the crossing that is subject of the application is located;

N/A

- 3. A detailed statement as to the nature of and need for the construction, alternation, abolition, installation, or modification for which approval is sought;

N/A

- 4. A statement of the scope of the project, including without limitation:

- a) The utility construction location;

N/A

- b) The detailed itemized estimated cost of the proposed utility crossing construction, alteration, abolition, or modification;

N/A

- c) How the applicant proposes to provide for the cost, explaining the proposed apportionment between or among the parties in interest if applicable; and

N/A

- d) If the funds necessary for the project are currently available and encumbered.

N/A

- 5. A statement of the estimated month and year for:

- a) The start date for the utility crossing construction, alteration, abolition, or modification; and

N/A

- b) The completion date for the utility crossing construction, alteration, abolition, or modification.

N/A

- 6. A vicinity map that includes the proposed project limits (i.e., a map that includes the general area circumscribing the project);

N/A

- 7. The names and mailing addresses of all persons, including adjacent property owners, public utilities, and local government agencies that may be interested in or affected by the application:

N/A

- 8. Detailed plans/drawings of a suitable scale, showing the utility crossing, tracks, buildings, structures, and property lines within the right-of-way limits of the railroad, railroad corporation, rail fixed guideway, rail fixed guideway system, or transit agency;

N/A

9. A profile drawing showing grade lines and proposed grade lines of the utility in relation to the tracks being crossed.

N/A

III. Information Required by Rule 7205(b)

A. Additional Application Contents for Cost Allocation Requests in Grade Separation Applications.

1. In the case of applications concerning highway-rail grade separations for which contribution from one or more railroad corporations is requested, the applicant shall, in addition to the information required by paragraph 7204(a), include the following additional information in the application in the following order and specifically identified either in the application or appropriately identified attachments:

- a) A complete description of the scope of the proposed separation project;

N/A

- b) A preliminary set of construction plans, including engineering costs;

N/A

- c) A Preliminary engineer's cost estimate, including engineering costs;

N/A

- d) The estimated costs of right-of-way, parcel by parcel, including railroad right-of-way;

N/A

- e) A proposed construction timetable;

N/A

- f) A list of affected railroad corporations;

N/A

- g) A Preliminary design of the theoretical structure for a reasonably adequate facility; and

N/A

- h) A cost estimate of the theoretical structure, including the costs described in subparagraphs (III) and (IV) of this paragraph and including a 20 percent contingency.

N/A

WHEREFORE, Applicants requests that the Public Utilities Commission enter an order _____ in the City of Glenwood Springs, Garfield County, Colorado.

DATED this __ day of June, 2026.

HALL & EVANS, L.L.C.

By: s/ _____
Stephanie A. Montague, #26184
1001 17th Street, Suite 300
Denver, CO 80202
Telephone: (303) 628-3300
Email: montagues@hallevans.com

Attorneys for Roaring Fork
Transportation Authority

ATTESTATION

The undersigned is authorized to act on behalf of the Applicant and attests, as required and pursuant to Commission Rule 4 *Code of Colorado Regulations* 723-7-7002(b)(IX), that [s]he has read the foregoing Application and states, under penalty of perjury, that all facts regarding this Application are true and correct to his/her best personal knowledge, information and belief.

Executed on this ___ day of July 2026 at _____, Colorado.

NAME: Angela M. Henderson
TITLE: Director – Railroad Corridor and Trails
Roaring Fork Transportation Authority
51 Service Center Dr.
Aspen, CO 81611

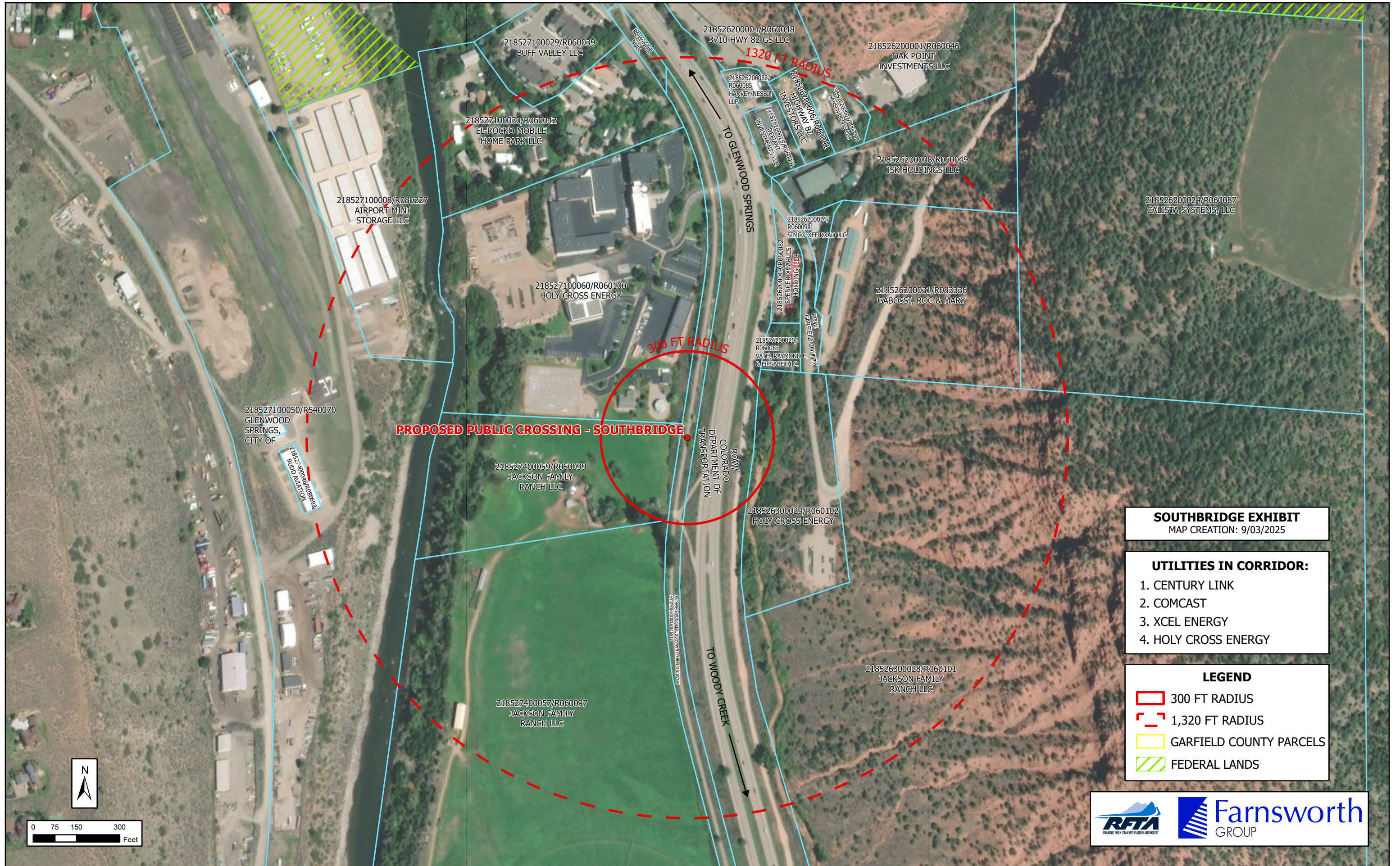
ATTESTATION

The undersigned is authorized to act on behalf of the Applicant and attests, as required and pursuant to Commission Rule 4 *Code of Colorado Regulations* 723-7-7002(b)(IX), that [s]he has read the foregoing Application and states, under penalty of perjury, that all facts regarding this Application are true and correct to his/her best personal knowledge, information and belief.

Executed on this __ day of June, at _____, Colorado.

NAME:
TITLE:
City of Glenwood Springs

EXHIBIT A - GWS/RFTA SOUTH BRIDGE PUC APPLICATION

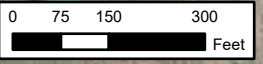


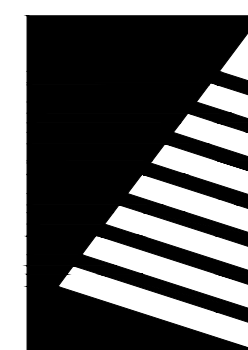
SOUTHBRIDGE EXHIBIT
MAP CREATION: 9/03/2025

- UTILITIES IN CORRIDOR:**
1. CENTURY LINK
 2. COMCAST
 3. XCEL ENERGY
 4. HOLY CROSS ENERGY

LEGEND

- 300 FT RADIUS
- 1,320 FT RADIUS
- GARFIELD COUNTY PARCELS
- FEDERAL LANDS



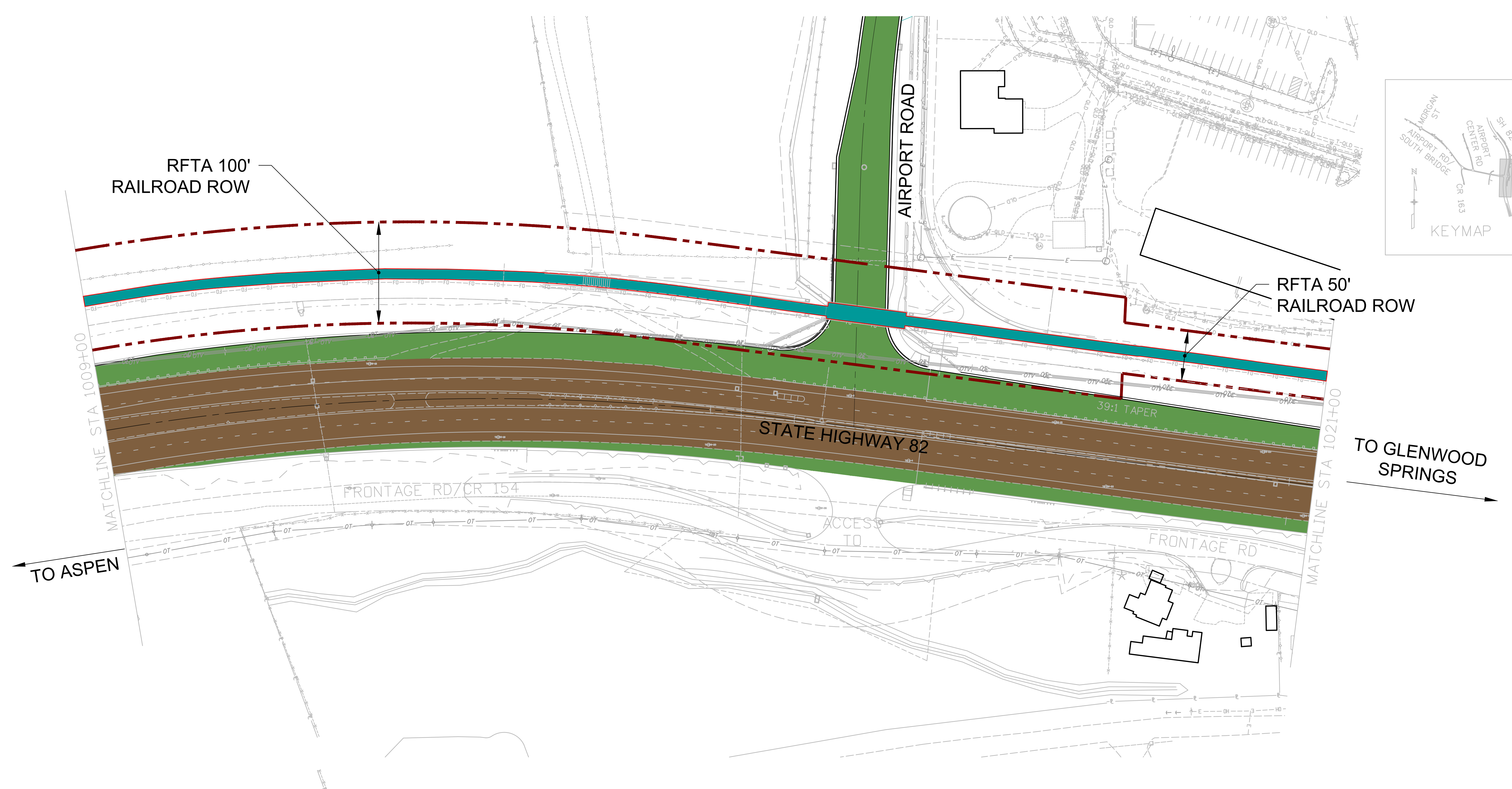
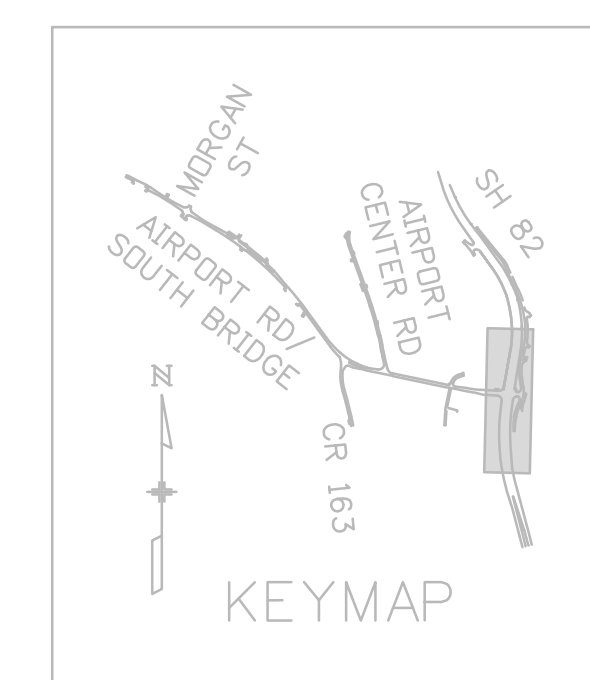


Farnsworth GROUP





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Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:



LEGEND

-  EXISTING HIGHWAY 82 PAVEMENT
-  PROPOSED HIGHWAY 82 PAVEMENT/WIDENING
-  RFTA RIO GRANDE TRAIL
-  RFTA RAILROAD ROW LINES

NOTE:

1. EXISTING AND PROPOSED INFORMATION FROM JACOBS 90% DESIGN DRAWINGS DATED 05/09/2025.

Project Status
NOT FOR CONSTRUCTION

PROJECT:
AIRPORT RD / SOUTH BRIDGE RD PROJECT

SOUTHBRIDGE - AIRPORT RD. CROSSING OF THE RFTA RAILROAD ROW / RIO GRANDE TRAIL EXHIBITS

GLENWOOD SPRINGS, CO 81601

DATE: 09/02/2025

DESIGNED:

DRAWN: DJM

REVIEWED: TRB

FIELD BOOK NO.:

SHEET TITLE:

RFTA RIO GRANDE TRAIL, RIGHT-OF-WAY, AND SH-82 PLAN

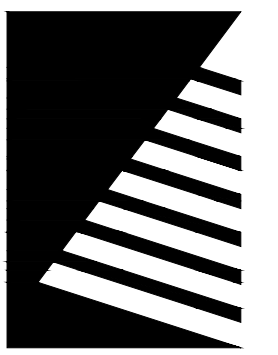
SHEET NUMBER:

EX-1

PROJECT NO.: 00130736.025

D:\projects\130736\130736.02 - RFTA Rio Grande Trail Master Number\PROJECTS\07 SOUTH BRIDGE - MP 36\2024 Working\02 - RFTA RIO GRANDE TRAIL Right-of-Way AND SH-82 PLAN.dwg





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ISSUE:
DATE: DESCRIPTION:

Project Status
NOT FOR CONSTRUCTION

PROJECT:
AIRPORT RD / SOUTH BRIDGE RD
PROJECT

**SOUTHBRIDGE -
AIRPORT RD.
CROSSING OF THE
RFTA RAILROAD ROW
/ RIO GRANDE TRAIL
EXHIBITS**

GLENWOOD SPRINGS, CO 81601

DATE: 09/02/2025

DESIGNED:

DRAWN: DJM

REVIEWED: TRB

FIELD BOOK NO.:

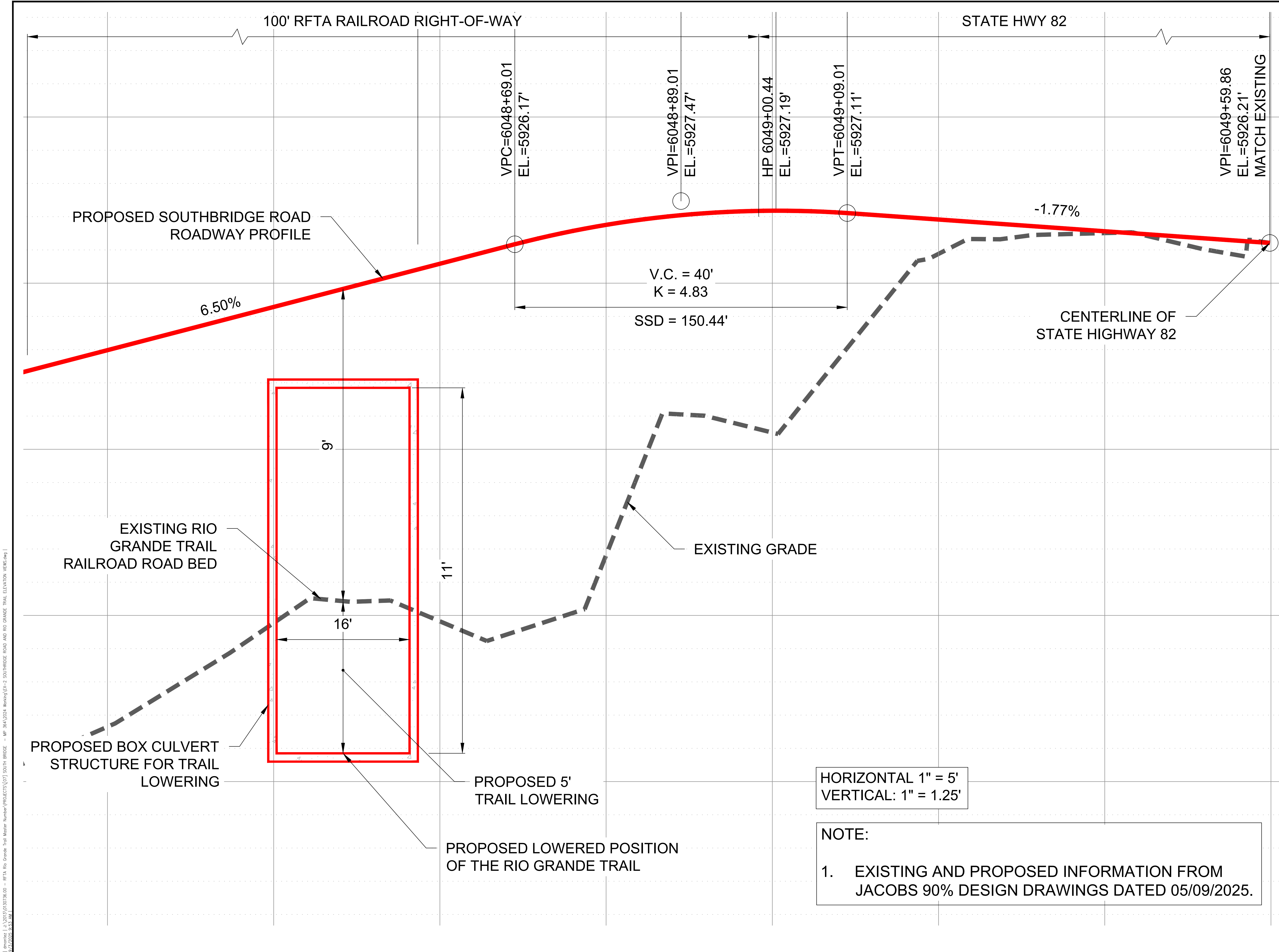
SHEET TITLE:

**SOUTHBRIDGE ROAD
AND RIO GRANDE
TRAIL ELEVATION
VIEWS**

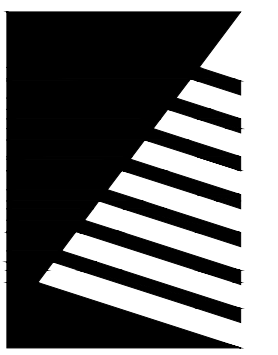
SHEET NUMBER:

EX-2

PROJECT NO.: 00130736.025



I:\projects\130736\130736.02 - RFTA Rio Grande Trail Master Number\PROJECTS\07 SOUTH BRIDGE - WP 36A\2024 Working\EX-2 SOUTHBRIDGE ROAD AND RIO GRANDE TRAIL ELEVATION VIEWS.dwg

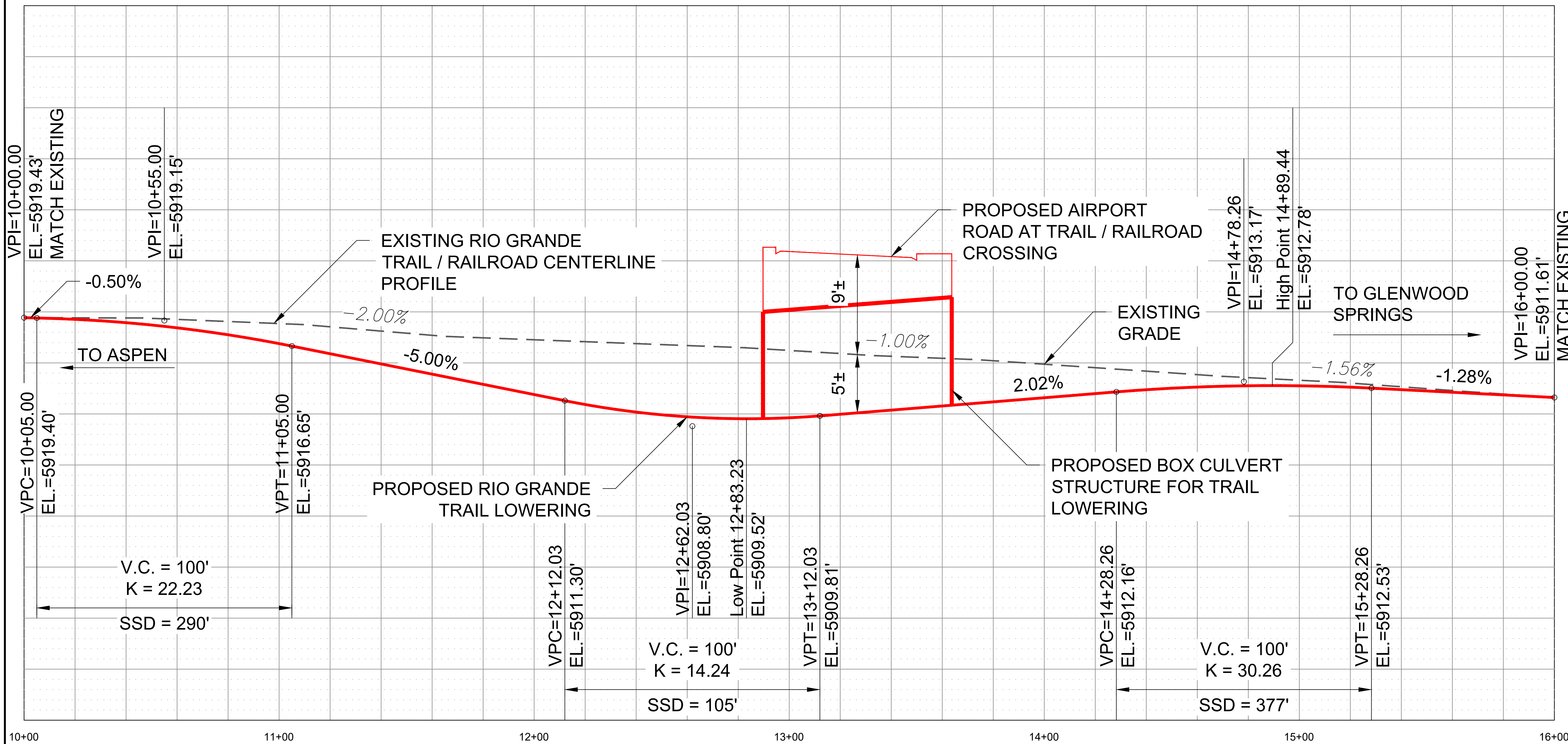


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ISSUE:
DATE: DESCRIPTION:



HORIZONTAL 1" = 20'
VERTICAL: 1" = 5'

NOTE:
1. EXISTING AND PROPOSED INFORMATION FROM JACOBS 90% DESIGN DRAWINGS DATED 05/09/2025.

Project Status
NOT FOR CONSTRUCTION

PROJECT:
AIRPORT RD / SOUTH BRIDGE RD PROJECT

SOUTHBRIDGE - AIRPORT RD. CROSSING OF THE RFTA RAILROAD ROW / RIO GRANDE TRAIL EXHIBITS

GLENWOOD SPRINGS, CO 81601

DATE: 09/02/2025

DESIGNED:

DRAWN: DJM

REVIEWED: TRB

FIELD BOOK NO.:

SHEET TITLE:

EXISTING AND PROPOSED RIO GRANDE TRAIL PROFILE

SHEET NUMBER:

EX-3

PROJECT NO.: 00130736.025

I:\projects\130736\130736.02 - RFTA Rio Grande Trail Master Number\PROJECTS\130736 - SOUTH BRIDGE - WP 361\2024 Working\3D - EXISTING AND PROPOSED RIO GRANDE TRAIL PROFILE.dwg 19/2/2025

Director _____ moved adoption of the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2026-26**

South Bridge Intergovernmental Agreement (IGA) & P.U.C. Application

WHEREAS, the City of Glenwood Springs desires to connect the south side of the City from Midland Avenue and Airport Road to Highway 82 via a new bridge over the Roaring Fork River and the Roaring Fork Transportation Authority (RFTA) railbanked right-of-way (the “South Bridge Project”); and

WHEREAS, RFTA’s “Destination 2040” plan, completed in 2018, includes a commitment to provide \$4,000,000 in funding for the South Bridge Project; and

WHEREAS, RFTA desires to grant Non-Exclusive Easements to the City, in accordance with the South Bridge Project Non-Exclusive Easements Agreement, to develop and maintain a public right-of-way for transportation, utility, and pedestrian purposes; and

WHEREAS, RFTA and the City of Glenwood Springs intend to file a joint application with the Colorado Public Utilities Commission (PUC) to secure approval for this new public street crossing of the RFTA Railroad Corridor.

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

THAT, the RFTA Board Chair or designee is hereby authorized and directed to execute the “Intergovernmental Agreement between the City of Glenwood Springs and the Roaring Fork Transportation Authority regarding the Planning, Funding and Construction of the Glenwood Springs South Bridge Project” and the joint Public Utilities Commission (P.U.C.) application, subject to form by RFTA general counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of July, 2026

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

Greg Poshman, 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 July 9, 2026 (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 9 day of July, 2026.

Kim Wells, Secretary to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
PRESENTATION/ACTION AGENDA SUMMARY ITEM #7.1.**

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	Resolution 2026-27: Accept the 2025 Audited Financial Report
STRATEGIC OUTCOME	4.0 FINANCIAL SUSTAINABILITY
STRATEGIC OBJECTIVE	4.1 Ensure fiscal integrity
PRESENTED BY	Paul Hamilton, Director of Finance Paul Backes, McMahan and Associates, LLC (outside auditor)
STAFF RECOMMENDS	Approve Resolution 2026-27 and accept the 2025 Audited Financial Report.
EXECUTIVE SUMMARY	Based on the unqualified or “clean” opinion from the auditors and with the RFTA Board Audit Subcommittee approval as evidenced by the attached meeting minutes prepared by the subcommittee, staff recommends that the RFTA Board accept the 2025 Audited Financial Report.
BACKGROUND	<p>The annual financial statement audit is required by third parties, which includes the Federal Transit Administration, Colorado Department of Transportation, Municipal Securities Rulemaking Board, and Standard & Poor’s.</p> <p>McMahan & Associates LLC conducted the audit and is responsible for expressing an opinion on:</p> <p>RFTA’s financial statements and the budget and actual individual fund statements for the year ended December 31, 2025, and</p> <p>RFTA’s compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement applicable to each of its major federal programs for the year ended December 31, 2025.</p> <p>An unqualified or “clean” opinion was received from the auditors that RFTA’s 2025 financial statements conform to U.S. generally accepted accounting principles and that RFTA is in compliance with the requirements for each of its major federal programs.</p> <p>No deficiencies were reported; no current year findings or questioned costs were identified.</p> <p>On June 22, 2026, the RFTA Board Audit Subcommittee (RFTA Board members: Alyssa Shenk, Town of Snowmass Village, and Erin Zalinski, City of Glenwood Springs; Independent Financial Experts: Liz Woods, Pitkin County Director of Finance and Anna Earl, Eagle County Director of Finance) had a meeting with our auditor which included an in-depth review and discussion of the 2025 audit. RFTA staff was available for a portion of the meeting to answer questions from the subcommittee. RFTA staff requested the committee recommend acceptance of the audited financial statements by the RFTA Board of Directors.</p>
GOVERNANCE POLICY	Board Governance Policy 2.4.8 states, “The CEO shall not compromise the independence of the Board’s audit or other external monitoring or advice.”

FISCAL IMPLICATIONS	Failure to comply with annual financial statement audit requirements by third parties can negatively affect existing agreements and future grant awards resulting in unfavorable financial conditions.
EXHIBITS/ATTACHMENTS	<ol style="list-style-type: none">1. Exhibit 1: RFTA Board Audit Subcommittee Meeting Minutes2. Exhibit 2: Resolution 2026-27: Accepting the 2025 Audited Financial Statements3. Attachment 1: Communication to the Governing Board Letter from auditor, and4. Attachment 2: 2025 Audited Financial Statements.pdf with auditor's opinion letters

RFTA Board Audit Subcommittee Meeting Minutes

June 22, 2026

Hybrid in-person (1340 Main Street)/Webex Virtual Meeting Started at 1:06pm.

Attendees:

Audit subcommittee members:

1. Alyssa Shenk (Town of Snowmass Village)
2. Erin Zalinski (City of Glenwood Springs)
3. Anna Earl (independent financial expert and Director of Finance for Eagle County)
4. Liz Woods (independent financial expert and Director of Finance, Treasurer, and Public Trustee for Pitkin County)

External auditors:

5. Paul Backes, CPA (Partner at McMahan & Associates)
6. Dimi Negrete, CPA (McMahan & Associates)

RFTA staff:

7. Kurt Ravenschlag (RFTA CEO)
8. Michael Yang, CPA (RFTA CFAO)
9. David Pesnichak (RFTA COO)
10. Paul Hamilton, CPA (RFTA Finance Director)
11. David Carle (RFTA Budget Manager)
12. Kim Wells (RFTA Executive Assistant and Board Secretary Pro Tem)

Paul Hamilton provided an overview of the meeting agenda and thanked the participants and provided background regarding the audit subcommittee, which was created in 2011. The purpose of the subcommittee is to provide an opportunity for more in-depth discussion of RFTA's financial audit with staff and the auditors in advance of the full RFTA Board's acceptance of the annual financial report at the July Board meeting. This meeting provides an opportunity to ask questions.

Paul Backes gave an overview of McMahan & Associates, LLC as their firm performs hundreds of audits of governments and other entities primarily in Colorado. Dimi Negrete introduced herself as she was the staff member from McMahan & Associates in charge of RFTA's 2025 financial statement audit and has been working with RFTA's financial statement audit for four years.

Backes explained their audit overview and approach, as follows:

- 1) Shared an overview and walkthrough of McMahan and Associates' audit workpapers for RFTA
- 2) Reviewed the planning, fieldwork, and audit process, including:
 - a. Communications
 - b. Import documentation from RFTA (485 documents)
 - c. Perform Risk Analysis
 - d. Review Trendlines
 - e. Review Board Resolutions
 - f. Communicate with the Board
 - g. Perform related party transactions
- 3) Reviewed internal controls
- 4) Provided an overview of testing procedures, staff interviews, and data analytics related to investments, cash, accounts payable, accounts receivable, payroll (i.e. gross pay vs. net pay and what was reported to the

IRS), leases and subscriptions, coding, inventory, debt, equity, revenue and expenditures, review of intergovernmental agreements (IGAs)

- 5) Provided overview of single audit rules related to Federal Grants
- 6) Used software analytics instead of random sampling
- 7) Discussed required audit filings (EMMA, Federal, and State filings)

Backes then provided a review of RFTA's audited financial statements, mentioning that RFTA received a clean opinion.

Backes reviewed the Management Discussion and Analysis (MD&A) portion of the Financial Statements and various highlights of this section. The MD&A section is unaudited and provides a summary from management describing highlights during 2025. The section is very high-level financial information and is prepared on an accrual basis. The MD&A provides summary financial information for assets, liabilities, revenues, expenditures, and fund balance. Sales and use tax provides the heavy lift for RFTA's revenues.

Backes briefly went through the Financial highlights where cash and investments were reconciled, verified receivables, analyzed inventory and capital assets, and ensured proper categorization of liabilities and equity. They confirmed that the financial statements accurately reflect the organization's position, with a general fund balance of \$125 million and a net position of \$265 million.

There was a discussion on the Notes section focused on investments and the question of potential concentration risk. Backes explained there is more custodial risk than concentration risk and RFTA is earning as much as they could in 2025. Backes indicates RFTA is very capital intensive and reviewed capital assets in the notes. Michael Yang discussed construction in progress and how some items/projects are multi-year projects and noted that buses are recorded in equipment area. Backes then went through liabilities and debt section of notes. The Iron Mountain Place debt transaction was major debt transaction in 2025. Yang brought up GASB 87 and 96 provisions of the debt service schedule – which requires a lot of accounting work. Backes mentioned that, with the advent of AI, GASB 87 and 96 reporting makes more sense now. The discussion then moved to subscriptions as a service and the prediction that seat licensing will go away and become more token based. RFTA had \$1.3M of federal funding in 2025, which is a low comparative to other years, and Yang mentioned most grants were frozen in 2025.

Backes then gave a high-level review of the Letter to the Board. The estimates listed in this letter are standard for the industry. It was noted that McMahan did not need to make any journal entries and there were no disagreements with management. Backes recommended the need to have a more comprehensive investment strategy and mentioned Safety, Liquidity, and Yield ("SLY") considerations. Pitkin County was noted as a good example and how they have constant turnover of investment funds. The big question is when will RFTA need the money? This highlighted the need to develop a Capital Improvement Plan and a capital replacement plan. Kurt Ravenschlag said it's a large enough amount that we could invest more while still leaving enough for liquidity. Overall, RFTA is in a strong financial position. The numbers are clean and look good.

Both RFTA and McMahan & Associates, LLC expect a big transition next year due to the ERP (Workday) conversion. McMahan and RFTA have a week set aside in August 2026 to start reviewing the new system and data mapping the chart of accounts. Before year-end, the goal will be to have internal control conversation as well. With this, there will be a lot more planning that needs to happen in advance of next year's audit.

Yang asked Backes about trends, and he responded by stating sales and use tax revenues were not as bad as he initially thought due to the bad ski season in 2025/2026. Liz Woods said Pitkin County estimated an upcoming 10% decrease in sales and use tax revenue during the planned 2027 airport closure. She also mentioned some hotels would be closed at that time so the bed base will be decreased as well due to construction. These hotel closures could impact RFTA's ridership and RFTA is anticipating less travel demand. Erin Zalinski noted that the slow snow year was a sale and use tax boon for Glenwood Springs. RFTA's use of operating reserves during the 2027 calendar year will need to be factored into the 2027 budget. Fuel prices could be a large headwind for the 2027 budget, but local government contributions are an unknown.

In closing, Anna Earl commented that she thinks RFTA is thinking about the future appropriately and agrees that we should look at its investment options.

At approximately 2:30pm, RFTA staff left the room and Microsoft Teams meeting to allow the audit subcommittee members to talk with the auditors without staff present. The meeting adjourned at approximately 2:50pm.

Director _____ moved adoption of the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2026-27**

RESOLUTION 2026-27: ACCEPTING THE 2025 AUDITED FINANCIAL STATEMENTS

WHEREAS, McMahan and Associates, LLC conducted the audit of the Roaring Fork Transportation Authority's 2025 Financial Statements and is responsible for expressing an opinion on RFTA's financial statements and the budget and actual individual fund statements for the year ended December 31, 2025, and FTA's compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement applicable to each of its major federal programs for the year ended December 31, 2025.

WHEREAS, an unqualified or "clean" opinion was received from McMahan and Associates that RFTA's 2025 financial statements conform to U.S. generally accepted accounting principles and that RFTA is in compliance with the requirements for each of its major federal programs.

WHEREAS, no deficiencies were reported; no current year findings or questioned costs were identified.

WHEREAS, the RFTA Board Audit Subcommittee met and reviewed the information with the auditors and staff and recommends that the RFTA Board accept the report.

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

THAT, the 2025 Audited Financial Statements are hereby accepted by the RFTA Board of Directors.

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INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of July, 2026.

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

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 July 9, 2026;(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 9 day of July, 2026.

Kim Wells, Secretary to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
PRESENTATION/ACTION AGENDA SUMMARY ITEM #7.2**

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	RFTA Master Plan – Project Kick-Off and Update with Kimley-Horn
STRATEGIC OUTCOME	<p>The Master Plan advances and integrates all seven of RFTA’s strategic outcome areas</p> <ol style="list-style-type: none"> 1. Accessibility and Mobility 2. Safe Customers, Workforce and General Public 3. Sustainable Workforce 4. Financial Sustainability 5. Satisfied Customers 6. Environmental Sustainability 7. High Performing Organization
STRATEGIC OBJECTIVE	The Master Plan is complementary to RFTA’s existing Strategic Plan and advances nearly all the stated objectives.
PRESENTED BY	Hannah Klausman, AICP, Regional Planning Director Liz Scanlon, Kimley Horn Project Manager
STAFF RECOMMENDS	No action is required for this project update.
EXECUTIVE SUMMARY	<p>The Kimley-Horn Consultant team has begun work on the Master Plan. Liz Scanlon, Project Manager will present the official Consultant kick-off of the RFTA Master Plan process. The presentation will include an overview of the project scope, schedule, engagement approach, and key milestones, as well as a board discussion on expectations.</p> <p>The Board will receive regular updates throughout the planning process.</p>
BACKGROUND	RFTA initiated the Master Plan in response to continued growth in ridership, evolving regional travel demand, and changing community needs across the service area. It will evaluate existing services and conditions while establishing a strategic roadmap to guide transit and trail services, infrastructure, and investment and policy decisions over the next 10–20 years.
GOVERNANCE POLICY	Policy 2.10 Board Awareness and Support states that the CEO shall “Provide unbiased decision information required periodically by the Board and make the Board aware of relevant trends.”
FISCAL IMPLICATIONS	The Master Plan total project cost is budgeted for \$1.7 million.
EXHIBITS/ATTACHMENTS	1. Attachment: Master Plan Project Overview Presentation

**RFTA BOARD OF DIRECTORS MEETING
PRESENTATION/ACTION AGENDA SUMMARY ITEM #7.3**

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	ADA Complementary Paratransit and Contracted Demand Response Services,
STRATEGIC OUTCOME	RFTA's regional paratransit services support accessibility and mobility throughout RFTA's service area.
STRATEGIC OBJECTIVE	1.2 Trail and transit users move safely 1.5 Identify and reduce barriers to riding transit and accessing trails
PRESENTED BY	Kurt Ravenschlag, CEO Ian Adams, Director of Operations
STAFF RECOMMENDS	No action is required for this project update.
EXECUTIVE SUMMARY	<p>RFTA staff have prepared an overview of the regional paratransit services provided by RFTA as part of its obligations under the Americans with Disabilities Act (ADA), contracted service agreements, and commitments established under RFTA's founding Intergovernmental Agreement (IGA).</p> <p>The presentation will address service levels and geographic boundaries for the following programs operated by RFTA:</p> <ul style="list-style-type: none"> • City of Aspen Complementary Paratransit Services • City of Carbondale Complementary Paratransit Services • City of Glenwood Springs Complementary Paratransit Services • Garfield County Traveler • Pitkin County Senior Van <p>Background information and historical context will be provided for each of these services.</p>
BACKGROUND	<p>RFTA prepared this presentation to inform and educate the Board in response to recent discussions with Garfield County leadership regarding potential changes and updates to the Garfield County Traveler contract.</p> <p>The presentation will clarify which services RFTA is contractually obligated to provide, which services are provided through separate agreements, and how these programs interact to create RFTA's current regional paratransit network.</p>
GOVERNANCE POLICY	Policy 2.10 Board Awareness and Support states that the CEO shall "Provide unbiased decision information required periodically by the Board and make the Board aware of relevant trends."
FISCAL IMPLICATIONS	There are no fiscal impacts associated with this informational update at this time
EXHIBITS/ATTACHMENTS	1. Attachment: Regional Paratransit Services Presentation

**RFTA BOARD OF DIRECTORS MEETING
PRESENTATIONS/ACTION ITEMS AGENDA SUMMARY ITEM #7.4**

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	Review of 2027 Objectives and Key Results (OKR)
STRATEGIC OUTCOME	7.0 High Performing Government
STRATEGIC OBJECTIVE	7.9 Prioritize Strategic Planning at all levels of the RFTA organization
PRESENTED BY	Kurt Ravenschlag, CEO
STAFF RECOMMENDS	Receive the preliminary 2027 CEO Objectives and Key Results (OKRs), provide feedback, and provide direction to staff regarding refinement and organizational alignment.
EXECUTIVE SUMMARY	At the May 2026 Board Summit, the Board identified priority areas intended to guide RFTA’s strategic focus and organizational efforts. In response, staff translated those priorities into a preliminary set of proposed 2027 CEO Objectives and Key Results (OKRs) designed to establish measurable outcomes aligned with Board direction. Staff seeks Board feedback on the proposed framework prior to finalizing targets and cascading objectives throughout the organization.
BACKGROUND	<p>During the May 2026 Board Summit, the Board discussed strategic priorities intended to guide RFTA’s future work and organizational focus. Following that discussion, staff developed a preliminary draft of the CEO’s 2027 Objectives and Key Results (OKRs) to translate those priorities into actionable and measurable outcomes.</p> <p>The proposed CEO OKRs are organized under the Board priority areas and are intended to establish an initial performance framework for the organization. At this stage, the objectives reflect staff’s current understanding of desired outcomes; however, performance measures, timelines, and target values remain preliminary and will continue to be refined through collaboration with departments and development of supporting implementation plans.</p> <p>Once finalized, the CEO OKRs will serve as the foundation for cascading departmental and team-level objectives to align organizational work plans, performance measurement, and resource planning with Board direction.</p>
GOVERNANCE POLICY	RFTA Bylaws state in Section 5.08(b), “Notwithstanding and in addition to the above referenced powers, the Board shall ensure that the CEO has developed an Annual Strategic Plan for achievement of the results set forth as priorities in the Board’s governing policies.”
FISCAL IMPLICATIONS	None
EXHIBITS/ATTACHMENTS	1. Exhibit 1 : 2027 RFTA CEO Objectives and Key Results (OKR)

2027 RFTA CEO Objectives and Key Results (OKR)

Accessibility & Mobility

1.2 Trail and transit users move safely, quickly and efficiently

- Objective 1: Improve Service Reliability
 - Key Result 1: Establish service standards, KPIs and reliable data reporting systems to address immediate operational performance concerns by end of [DATE TO BE DETERMINED]
 - Key Result 2: Reduce the number of service days with a missed trip rate exceeding 3% to no more than three days per quarter by end of [DATE TO BE DETERMINED]
 - Key Result 3: Achieve a minimum of 75% On-time performance on RFTA Regional Services by end of [DATE TO BE DETERMINED]
 - Key Result 4: Maintain peak-period availability at a minimum of 10% parking capacity at 27th st Park and Ride by end of [DATE TO BE DETERMINED]
 - Key Result 5: Achieve 90% customer information reliability across all passenger-facing channels by end of [DATE TO BE DETERMINED]

1.5 Identify and reduce barriers to riding transit and accessing trails

- Objective 1: RFTA to proactively support reliable transportation connections within western Garfield County
 - Key Result 1: Assist Rifle and Silt with a short-term funding solution to maintain continued operation of Hogback service while these jurisdictions determine how they want to proceed with transit services for 2027 thru 2028 by end of [DATE TO BE DETERMINED]
 - Key Result 2: Development of service plans if Parachute, Rifle and Silt were to request to become members, including fixed route, FLMM, trails services by end of [DATE TO BE DETERMINED]

Sustainable Workforce

3.5 Ensure organizational resilience through thoughtful succession planning and workforce development

- Objective 1: Strengthen workforce development and capacity
 - Key Result 1: Identify workforce skill gaps for current needs, transition requirements, and future-state capabilities within the organization by end of [DATE TO BE DETERMINED]
 - Key Result 2: Create a professional development program to address RFTA skill gaps and resiliency by end of [DATE TO BE DETERMINED]

High Performing Organization

7.9 Prioritize Strategic Planning at all levels of the RFTA organization

- Objective 1: Provide regional transportation planning responsibilities as identified in the RFTA formation IGA
 - Key Result 1: Complete draft Regional Transportation Master Plan by end of [DATE TO BE DETERMINED]
 - Key Result 2: Ensure regional transportation needs are appropriately recognized in existing and scheduled transportation planning efforts by end of [DATE TO BE DETERMINED]

RFTA BOARD OF DIRECTORS MEETING
PRESENTATIONS/ACTION ITEMS AGENDA SUMMARY ITEM #7.5

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	Resolution 2026-28: Supporting a Temporary Funding Solution for the Continuance of the RFTA Hogback Service to the Town of Silt and City of Rifle
STRATEGIC OUTCOME	1.0 Accessibility and Mobility
STRATEGIC OBJECTIVE	1.5 Identify and reduce barriers to riding transit and accessing trails
PRESENTED BY	Kurt Ravenschlag, CEO
STAFF RECOMMENDS	Approve Resolution 2026-28: Authorization of RFTA Participation in an Interim Intergovernmental Funding Framework for Hogback Service in Western Garfield County
EXECUTIVE SUMMARY	<p>RFTA staff has been working with the City of Rifle and Town of Silt to evaluate an interim funding approach intended to support continuation of existing Hogback service in Western Garfield County while allowing time for broader discussion regarding long-term transportation needs and funding options.</p> <p>Additional details regarding recent discussions, the proposed funding approach, and recommended next steps is provided in the attached letter from the RFTA CEO dated June 26, 2026. Exhibit 1 to this Agenda Item Summary (AIS) is a resolution authorizing RFTA’s tentative participation in the proposed framework, subject to execution of an intergovernmental agreement and future appropriations.</p>
BACKGROUND	Garfield County previously communicated its intent not to continue funding Hogback service beyond 2026. Staff has been evaluating interim options to preserve service continuity while communities consider longer-term solutions.
GOVERNANCE POLICY	Board Governance Policy 1.5 states under 1.0 Accessibility and Mobility, staff will, “Identify and reduce barriers to riding transit...”
FISCAL IMPLICATIONS	This resolution is not committing RFTA to any expenditures at this time
EXHIBITS/ATTACHMENTS	1. Exhibit 1: Resolution 2026-28 : Supporting a Temporary Funding Solution for the Continuance if the RFTA Hogback Service to the Town of Silt and City of Rifle

Director _____ moved adoption of the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2026-28**

A RESOLUTION SUPPORTING A TEMPORARY FUNDING SOLUTION FOR THE CONTINUANCE OF THE ROARING FORK TRANSPORTATION AUTHORITY (RFTA) HOGBACK SERVICE TO THE TOWN OF SILT AND CITY OF RIFLE

WHEREAS, the Garfield County Board of County Commissioners has historically financially supported RFTA operations related to the Hogback Bus Service to the Town of Silt and the City of Rifle; and

WHEREAS, in 2025 Garfield County notified RFTA, the Town of Silt, and the City of Rifle its intention to eliminate funding for the Hogback service, however did include funds in the 2026 County Budget with the expressed statement that no funding would be included in the 2027 County Budget; and

WHEREAS, RFTA indicated that based on the County’s funding reduction that the Hogback service would cease operations on November 23, 2026; and

WHEREAS, the Hogback bus service within the Town of Silt and City of Rifle serves approximately 100,000 rider trips annually; and

WHEREAS, the Hogback bus service is an integral component to the western Garfield County transportation system; and

WHEREAS, the continuation of the Hogback bus service west of New Castle clearly fits within RFTA’s mission of “providing essential regional transit services connecting communities from Aspen to Rifle...”; and

WHEREAS, RFTA, the Town of Silt, and the City of Rifle have developed a temporary funding solution to ensure the Hogback bus service for the next several years, until such time as a permanent funding formula/solution can be forwarded for elector approval.

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

The Roaring Fork Transportation Authority hereby commits and recommends the following:

1. Negotiation and approval of a four-party memorandum of understanding, or similar instrument, between RFTA, the City of Rifle, the Town of Silt, and Garfield County that commits to continued funding support, subject to annual appropriations, for the operation of the Hogback bus route west of New Castle through fiscal year 2029.
2. The Town of Silt commits general purpose revenues, subject to annual appropriation, towards continued commuter bus service in the amounts generally as follows:
 - a. 2027 - \$ 45,000
 - b. 2028 - \$ 60,000
 - c. 2029 - \$ 80,000
3. The City of Rifle commits general purpose revenues, subject to annual appropriation, towards continued bus service in the amounts generally as follows:
 - a. 2027 - \$ 80,000
 - b. 2028 - \$100,000
 - c. 2029 - \$130,000
4. Garfield County commits general purpose revenues in the amount of \$200,000 annually for purchase of RFTA service related to commuter bus stops located in unincorporated Garfield County through 2029.
5. Roaring Fork Transportation Authority commits general purpose revenues, subject to annual appropriations, towards continued commuter bus service in the amounts generally as follows:

- a. 2027 - \$ 575,000
 - b. 2028 - \$ 567,000
 - c. 2029 - \$ 544,000
6. RFTA, Garfield County, the Town of Silt, and the City of Rifle continue to work towards a permanent funding solution presented to the electors of the County, Town, and City.

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of July 2026.

**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 June 11, 2026; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours' written notice of such meeting to each Director and Alternate Director of the Authority and to the Governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with the Roaring Fork Transportation Authority Intergovernmental Agreement, as amended, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this 9th day of July 2026.

Kim Wells, Secretary Pro Tem to the RFTA Board of Directors

**RFTA BOARD OF DIRECTORS MEETING
PRESENTATION/ACTION AGENDA SUMMARY ITEM #7.6**

MEETING DATE	Thursday, July 9 th , 2026
SUBJECT	Response to OMB’s Proposed Revisions to Guidance for Federal Financial Assistance
STRATEGIC OUTCOME	7.0 HIGH PERFORMING ORGANIZATION
STRATEGIC OBJECTIVE	7.3 Proactively influence policy and legislative development that benefits public transportation to our region 7.7 Continually seek ways to improve business process and service delivery
PRESENTED BY	David Johnson, Director of Sustainability and Legislative Affairs
STAFF RECOMMENDS	Approve Resolution 2026-29 and sign the letter to RFTA’s delegation, opposing OMB’s proposed revisions to guidance for Federal Financial assistance Direct the CEO to respond to the proposed revisions through the Federal Register
EXECUTIVE SUMMARY	The Office of Management and Budget (OMB) has proposed significant revisions to the Uniform Guidance (2 CFR Part 200) governing federal financial assistance. According to RFTA's legislative affairs consultant, Sustainable Strategies, the proposed changes could substantially affect how federal grants are awarded, administered, and terminated, potentially impacting RFTA's ability to compete for and retain federal funding. Consistent with RFTA's Legislative Agenda, the Board is asked to authorize submission of the attached letter to Colorado's Congressional delegation and support the CEO's submission of comments to the Federal Register before the July 13, 2026 deadline.
BACKGROUND	<p>According to RFTA's legislative affairs consultant, Sustainable Strategies, the Office of Management and Budget (OMB) has proposed revisions to the Uniform Guidance for Federal Financial Assistance (2 CFR Part 200), which establishes the government-wide framework for administrative requirements, cost principles, and audit requirements governing federal grants and cooperative agreements. Key proposed changes include pre-issuance review of grant awards by senior agency officials to ensure grants “demonstrably advance the President’s policy priorities,” expanded grant award termination authority in cases where grants are determined to be “not in the national interest as they exist at the time of termination,” and funding prohibitions concerning certain collaborations, diversity initiatives, “gender ideology,” and events held on public property.</p> <p>If finalized, the proposed rule would modify the criteria and processes used by federal agencies to evaluate, award, and terminate federal grants and cooperative agreements, and could increase compliance requirements for local governments, nonprofit organizations, transit agencies, and other recipients of federal financial assistance. Because the Uniform Guidance applies government-wide, the proposed changes would establish a framework that would be implemented across federal agencies and administered by current and future presidential administrations.</p> <p>The proposed revisions could impact RFTA's efforts to achieve two objectives established in its Legislative Agenda: (1) supporting RFTA's long-term financial sustainability and (2) maintaining and expanding transit services. Sustainable Strategies has prepared a draft letter for Board consideration to be sent to Colorado's Congressional delegation and has</p>

	also drafted comments for the CEO to submit through the Federal Register comment portal . Comments are due by July 13, 2026.
GOVERNANCE POLICY	Policy 4.2.4 Job Products states: The Board may take positions on transportation matters, including local, state, or federal issues that affect the organization’s regional goals and the organization’s ability to achieve its Ends.
FISCAL IMPLICATIONS	None
EXHIBITS/ATTACHMENTS	<ol style="list-style-type: none"> 1. Exhibit 1: Letter for Board to sign, Opposing OMB revisions to guidance 2. Exhibit 2: Resolution 2026-29: Opposition to OMB Proposed Revisions to Guidance for Federal Financial Assistance 3. Attachment 1: Template for public comment on OMB Revisions, for CEO to submit



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July 9, 2026

The Honorable Michael Bennet
United States Senator
261 Russell Senate Building
Washington, DC 20510

The Honorable John
Hickenlooper
United States Senator
316 Hart Senate Building
Washington, DC 20510

The Honorable Jeff Hurd
U.S. House of Representatives
1641 Longworth House Building
Washington, DC 20515

Dear Senator Bennet, Senator Hickenlooper, and Congressman Hurd:

The Roaring Fork Transportation Authority (RFTA) writes to urge you to oppose the Office of Management and Budget's proposed revisions to the Guidance for Federal Financial Assistance at 2 CFR Part 200. If finalized in its current form, the proposed rule would give the Executive Branch sweeping authority to screen, deny, delay, and terminate federal grant awards across all federal agencies based on presidential policy priorities unrelated to the statutory purposes of the grant programs Congress created and funds. Further, the same discretion to screen, deny, or terminate grants based on presidential priorities would be available to every future administration. Protecting merit-based, statute-driven grantmaking is in the long-term interest of communities and Congress, regardless of which party holds the White House.

The Roaring Fork Transportation Authority (RFTA) is the largest rural transit system in the United States, serving three counties and eight towns on Colorado's Western Slope. RFTA operates commuter bus service throughout the Roaring Fork Valley (Aspen to Glenwood Springs) and out the I-70 corridor (Glenwood Springs to Rifle), along with intra-city routes in Aspen and Glenwood Springs. With approximately five million passenger trips annually, RFTA plays a vital role in sustaining the Colorado Western Slope economy by providing affordable, reliable transportation options for the regional workforce, many of whom now live 70+ miles from their workplaces due to escalating housing costs in job centers. RFTA has served as a responsible steward of federal grant funds from the US Department of Transportation and Federal Transit Administration to advance safe, reliable, and affordable transportation services for its service area, while meeting federal financial management, procurement, reporting, audit, and performance requirements.

We are particularly concerned about the following proposed changes and their impact on our ability to plan and deliver projects with federal funds:

Sweeping termination authority will make federal grants unreliable and unusable. RFTA accepts federal awards in reliance on approved scopes of work, award periods, budgets, and terms and conditions so that we can hire staff, enter subcontracts, begin procurement, and launch public projects based on those commitments. If agencies can cancel awards midstream whenever federal priorities change, we will be unable to responsibly rely on federal grants to advance regional transit



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infrastructure, fleet modernization, public safety, and workforce mobility.

Federal grant rules should not impose policy tests unrelated to the statutory purpose of the grant. The proposed rule would codify government-wide policy restrictions that have little or no connection to the purposes of specific grant programs, which creates uncertainty for programs that use demographic data, targeted outreach, or community-based service models (many of which were adopted in good faith under prior federal guidance) to meet lawful grant goals. Congress should ensure that grant eligibility and compliance standards are grounded in statute, not in the policy priorities of any administration.

RFTA urges you to act now to preserve merit-based, statute-driven federal grantmaking. We ask that you:

- **Oppose the Rule:** Go on record opposing OMB's proposed revisions and urge OMB to withdraw or substantially revise the rule before finalization.
- **Override the Rule Through Appropriations:** Include language in the relevant FY2027 appropriations bills directing that grants funded under those accounts be awarded and administered according to statutory program criteria, superseding the OMB framework's pre-award political review and barring termination except on clear, objective grounds such as statutory ineligibility, noncompliance, or lack of performance.
- **Reverse the Rule Through the Congressional Review Act:** If OMB finalizes the rule, introduce or cosponsor a resolution of disapproval under the Congressional Review Act to nullify it and prevent OMB from reissuing a substantially similar rule without congressional authorization.
- **Restore Statutory Limits Through Legislation:** Cosponsor legislation that codifies merit-based grant review, limits termination authority to clear and objective grounds such as statutory ineligibility, noncompliance, or lack of performance, and ensures OMB cannot impose government-wide grant conditions that lack a basis in authorizing statute.

We welcome the opportunity to discuss these concerns with you or your staff. Please contact David Johnson, RFTA's Director of Sustainability and Legislative Affairs, at 970-374-4979 or djohnson@rfta.com.

Respectfully,

Greg Poschman, Chair
Roaring Fork Transportation Authority
Board of Directors

Director _____ moved to adopt the following Resolution:

**BOARD OF DIRECTORS
ROARING FORK TRANSPORTATION AUTHORITY
RESOLUTION NO. 2026-29**

Opposition to OMB Proposed Revisions to Guidance for Federal Financial Assistance

WHEREAS, OMB has proposed revisions to guidance for Federal Financial Assistance that conflicts with RFTA's Legislative Agenda

WHEREAS, RFTA's Legislative Affairs consultant Sustainable Strategies (S2) and the United States Conference of Mayors have issued alerts to constituents; and

WHEREAS, S2 has drafted letters for RFTA to sign and send to its Delegation and content for CEO to transmit through the Federal Register public comment portal; and

WHEREAS, the Roaring Fork Transportation Authority (RFTA) must respond to State and Federal legislative matters, including communications with elected officials and their staff; and

WHEREAS, the Roaring Fork Transportation Authority (RFTA) has developed a Legislative Agenda for 2026 that defines RFTA's legislative priorities, as guidance to board members and staff for addressing legislative matters; and

WHEREAS, This action is consistent with RFTA's Strategic Objective 7.3 Proactively influence policy and legislative development that benefits public transportation to our region.

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

1. The letter of opposition is attached and ready for signature by the Board of Directors.
2. The Board Chair is hereby authorized to sign the letter.

INTRODUCED, READ AND PASSED by the Board of Directors of the Roaring Fork Transportation Authority at its regular meeting held the 9th day of July 2026.

**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 July 9, 2026; (b) the meeting was open to the public; (c) the Authority provided at least 48 hours’ written notice of such meeting to each Director and Alternate Director of the Authority and to the Governing Body of each Member of the Authority; (d) the Resolution was duly moved, seconded and adopted at such meeting by the affirmative vote of at least two-thirds of the Directors then in office who were eligible to vote thereon voting; and (e) the meeting was noticed, and all proceedings relating to the adoption of the Resolution were conducted, in accordance with the Roaring Fork Transportation Authority Intergovernmental Agreement, as amended, all applicable bylaws, rules, regulations and resolutions of the Authority, the normal procedures of the Authority relating to such matters, all applicable constitutional provisions and statutes of the State of Colorado and all other applicable laws.

WITNESS my hand this 9th day of July 2026.

Kim Wells, Secretary to the RFTA Board of Directors

RFTA BOARD OF DIRECTORS MEETING
"INFORMATION/UPDATES" AGENDA SUMMARY ITEM 8.1

CEO REPORT

TO: RFTA Board of Directors
FROM: Kurt Ravenschlag, CEO
DATE: July 9, 2026



Capacity at Peak Times

RFTA Operations continues to closely monitor ridership trends during peak commuter periods. Morning trips departing from the Basalt Park and Ride that experience passenger loads exceeding seated capacity are being assigned higher-capacity motor coaches whenever operationally feasible.

RFTA's Summer regional service plan includes five additional BRT regional trips. These trips were added during periods when ridership constraints were greatest and increased service frequency by reducing peak-period headways from 10 minutes to 7 minutes.

The Master Plan project currently being undertaken by RFTA will include an in-depth analysis of the regional service plan and its delivery model. This analysis will evaluate opportunities to improve the efficiency and capacity of RFTA's regional service network.

Legislative Council Blue Book Comments – Initiative 175

The attached letter, submitted by CEO Kurt Ravenschlag to the Colorado Legislative Council staff, provides RFTA's comments on the first draft of the Blue Book analysis for Initiative 175. The letter recommends revisions to better inform voters about the measure's potential impacts on public transit and multimodal transportation funding, including the effect on state transit grant programs, congestion management, and transportation alternatives. RFTA's comments are intended to improve the clarity and completeness of the ballot analysis by ensuring voters understand the policy tradeoffs associated with the proposed initiative.



2307 Wulfsohn Road
Glenwood Springs, Colorado 81601
970.925.8484 | RFTA.COM

July 2, 2026

Dear Colorado Legislative Council staff,

As Chief Executive Officer (CEO) of the Roaring Fork Transportation Authority (RFTA), I thank you for the opportunity to comment on the first draft of the ballot analysis for Initiative 175. RFTA is the largest rural transit provider in the United States and the second-largest transit agency in the State of Colorado. RFTA serves eight communities across a 70-mile mountain corridor from Aspen to Rifle and carries roughly 5 million passenger trips a year, trips that would otherwise add private vehicles to the heavily congested State Highway 82 and Interstate 70 corridors across the Colorado Western Slope.

RFTA and other transit agencies rely on a mix of funding sources, including state programs tied to vehicle fees, multimodal investments, and emissions reduction initiatives. Initiative 175 would redirect those funds, with consequences for transit agencies statewide. As drafted, the Blue Book analysis does not fully explain that Initiative 175 redirects funding away from transit and other multimodal transportation programs. Because those programs reduce vehicle trips on state highways, voters should understand that the measure presents a tradeoff between funding additional roadway investments and funding transportation alternatives that help manage congestion. RFTA offers the following comments to help address this:

1. State plainly, under "What does the measure do?" (page 1, lines 17–24), that the four restricted uses exclude other transportation modes and programs and use that terminology consistently throughout the analysis.

The draft lists how revenue redirected by Initiative 175 is limited to four uses: road construction and maintenance, design and engineering for road projects, safety improvements for motor vehicles, and Colorado State Patrol operations. None of these four categories includes public transit, passenger rail, bicycle and pedestrian transportation, or electric transportation programs.

As drafted, the first substantive description of the measure in the analysis may leave voters unaware or uncertain that transit, bike, and pedestrian transportation programs and projects fall outside of "road construction." The exclusion is only stated later, in the Figure 1 callout box (page 2) and the funding list on page 3, but voters should understand the scope of the restriction when the measure is first described.

RFTA recommends adding a sentence directly after the four-item list stating, "The measure does not allow affected revenues to be used for other transportation modes and programs, such as public transit, passenger rail, bicycle and pedestrian transportation, or electric transportation programs."

RFTA also recommends using the same terminology throughout Figure 1, the Argument Against section, and the fiscal impact section. The draft currently uses terms such as "transportation," "roads,"



“road construction,” “safety improvements,” and “other programs” in different sections. Consistent terminology will help voters understand that Initiative 175 does not reserve transportation funding for transportation broadly; it narrows eligible uses to roads, motor vehicles, and State Patrol operations.

2. Include impacts to transit funding in Figure 1. Combined Impact of Initiative 175 and HB 26-1430.

Figure 1 summarizes the combined effect of Initiative 175 and HB 26-1430, but it does not identify the potential loss or reduction of transit-related funding. This omission could leave voters with the impression that the combined scenario affects only road funding and general state spending.

HB 26-1430 reduces the road safety surcharge, the primary funding source for FASTER's State Transit and Rail Fund, by 38 percent, with no backfill mechanism for that fund identified in the fiscal note. RFTA requests that Figure 1 include a row or note identifying potential reductions or restrictions to transit and multimodal transportation funding under the combined scenario. The analysis should also clarify whether HB 26-1430's reduction to the road safety surcharge affects revenue available for FASTER Transit Grants, the State Transit and Rail Fund, and the Multimodal Transportation and Mitigation Options Fund during 2027–2030.

3. Name transit and the impacts of reduced transit services specifically in the Argument Against section (page 4).

The current Argument Against refers generally to “a wide range of other essential government services” that could be affected by redirecting existing transportation revenues. RFTA recommends identifying public transit specifically, alongside education and health care, because transit is one of the principal funding areas directly affected by Initiative 175. Unlike many other state programs, transit funding is explicitly supported by the revenues that would be redirected under the measure, making it a clear and concrete policy tradeoff for voters to consider.

In addition, the current argument does not address the transportation system, environmental, and economic impacts of redirecting multimodal transportation funding exclusively to roads and motor vehicles. Reduced investment in transit may lead to service cuts that shift trips back to private vehicles, increasing congestion and vehicle emissions on the roadways that the measure seeks to improve. Reduced transit funding could also affect workers who rely on transit to reach jobs and employers that depend on reliable regional transportation. In Colorado, trails serve both transportation and recreation purposes, so reduced investment in bicycle and pedestrian networks could affect local mobility, outdoor recreation access, and tourism-based economies. RFTA recommends adding the following sentence:

“Redirecting funding away from public transit, bicycle, and pedestrian transportation could reduce travel options that help limit traffic and emissions on congested highways and local roads, affect workers and



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employers that rely on regional transit service, and reduce investment in trail-connected networks that support both mobility and recreation in Colorado.”

4. Include transit impacts in the fiscal impact analysis.

The draft notes that the fiscal impact section will be included in the second draft. RFTA requests that this section quantify, to the extent data allows, the effect of the measure on state and local transit funding specifically, rather than folding transit into general government operations or road spending. The analysis should identify which transit and multimodal programs are affected, including whether affected revenues support the Clean Transit Enterprise, FASTER Transit Grants, the State Transit and Rail Fund, or the Multimodal Transportation and Mitigation Options Fund.

RFTA appreciates the Legislative Council staff’s work to provide voters with a clear and balanced analysis of Initiative 175. Thank you for your consideration.

Sincerely,


Kurt Ravenschlag, Chief Executive Officer

CEO Mid-Month Update

Hogback Funding Proposal: On June 26, 2026, CEO Kurt Ravenschlag provided the Board of Directors with a mid-month update outlining a proposed 2–3 year cost-sharing strategy to maintain Hogback service between New Castle and Rifle. The update summarizes discussions with the City of Rifle and the Town of Silt, describes the proposed funding framework and performance milestones, and outlines the next steps, including consideration of resolutions by the participating agencies and presentation of a proposed RFTA resolution to the Board at its July 9 meeting.

MEMO



DATE: June 26, 2026
TO: RFTA Board of Directors
FROM: Kurt Ravenschlag, RFTA CEO 
RE: Hogback (New Castle to Rifle) Funding Proposal

RFTA has been working with the City of Rifle and the Town of Silt to develop a proposed cost-sharing strategy for consideration by their respective governing bodies. This approach is intended as a short-term (2–3 year) solution to allow time for broader community discussion and planning among residents of Silt, Rifle, and Garfield County regarding long-term transportation needs and funding preferences.

The proposed cost-sharing recommendation includes Garfield County as a continued partner during this interim period. Although Garfield County has indicated it does not intend to remain a funding partner beyond 2026 for Hogback services, its participation during this 2–3 year timeframe is critical to ensuring that Western Garfield County residents continue to receive Hogback services while they can engage in meaningful discussions and identify sustainable funding solutions.

Table 1: Proposed 3-year cost sharing scenario to continue existing Hogback Services between New Castle and Rifle

Funding Allocation	2027	2028	2029	3 Year Total
Total Annual Cost	\$ 900,000	\$ 927,000	\$ 954,810	\$ 2,781,810
RFTA Contribution \$	\$ 575,000	\$ 567,000	\$ 544,810	\$ 1,686,810
Garfield County Contribution \$	\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
Remaining Silt/Rifle Share	\$ 125,000	\$ 160,000	\$ 210,000	\$ 495,000
Cost Allocation	2027	2028	2029	3 Year Total
Rifle Contribution \$	\$ 80,000	\$ 100,000	\$ 130,000	\$ 310,000
Silt Contribution \$	\$ 45,000	\$ 60,000	\$ 80,000	\$ 185,000

The framework of the agreement among the parties would incorporate annual performance milestones to ensure measurable progress and continued eligibility for funding. Should these outcomes not be achieved within the terms of the agreement, both transit services and funding contributions would be discontinued. The agreement would also include a clearly defined off-ramp for all parties at the end of the term. Annual funding contributions would remain subject to annual appropriations.

The RFTA CEO, along with staff from Silt and Rifle, presented this proposal at a Rifle City Council workshop on June 17, followed by a Town of Silt work session on June 22. Both the Rifle and Silt elected bodies expressed support for the cost-sharing proposal, contingent upon participation from all parties.

It was recommended that RFTA, along with the Rifle and Silt elected bodies, adopt resolutions at their respective July meetings to formalize these tentative commitments (pending an intergovernmental agreement and budget appropriations), and to present them to the Garfield County Board of County Commissioners. RFTA staff will present the proposed resolution at the July 9 RFTA Board of Directors meeting for consideration and potential approval.

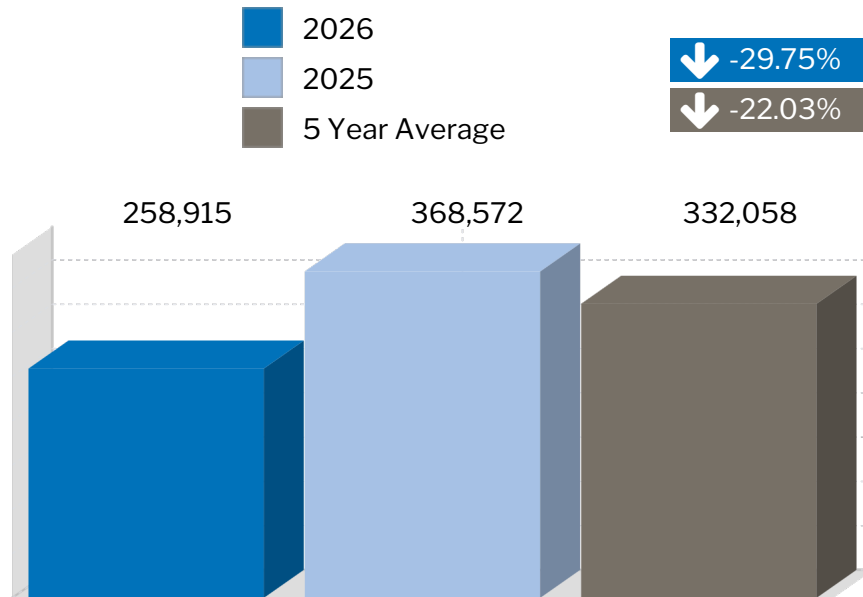
Service Change Updates

Effective Date	Service / Season	Change Type	Description	Grant*
May 22, 2026	Start of Seasonal Maroon Bells Service	Start of Service	Start of season for Maroon Bells Service.	
June 1, 2026	Summer Season Start	Season Launch	Official start of the summer season and regional service plan.	
June 1, 2026	Additional Summer BRT Trips	Service Expansion	5 additional daily trips (3 AM up valley, 2 PM down valley) to address peak capacity.	SB230
June 19, 2026	Additional Maroon Bells Trip	Service Expansion	Additional 6am Maroon Bells Trip. Additional trip ends September 13th.	
June 19-20, 2026	Event - Strawberry Days	Service Expansion	Ride Glenwood Springs (RGW) service expansion (frequency and hours) for Strawberry Days.	
June 28, 2026	"The Flyer" (FL)	New Route	Launch of year-round, fare-free pilot route connecting Brush Creek P&R to Maroon/Castle Creek.	SB230
Sept. 20, 2026	Summer Season End	Season Extension	Service extended 2 weeks past Labor Day to align with City of Aspen transit and high ridership.	SB230
Sept. 21, 2026	Fall Season Start	Season Launch	Official start of the fall season and regional service plan.	
Sept. 21, 2026	Additional Fall BRT Trips	Service Expansion	5 additional daily trips added to service plan to replicate Spring levels of service.	SB230
Sept. 21, 2026	Snowmass Valley Service Trips	Service Expansion	3 added regional trips with direct service between Snowmass Village and Glenwood Springs .	SB230
Oct. 18, 2026	End of Seasonal Maroon Bells Service	End of Service	Tentative end of season for Maroon Bells Service.	
Nov. 22, 2026	End of Hogback Service	End of Service	End of Hogback service to Silt and Rifle per IGA with Garfield County.	
Nov. 23, 2026	Winter Season Start	Season Launch	Official start of the winter season and regional service plan.	

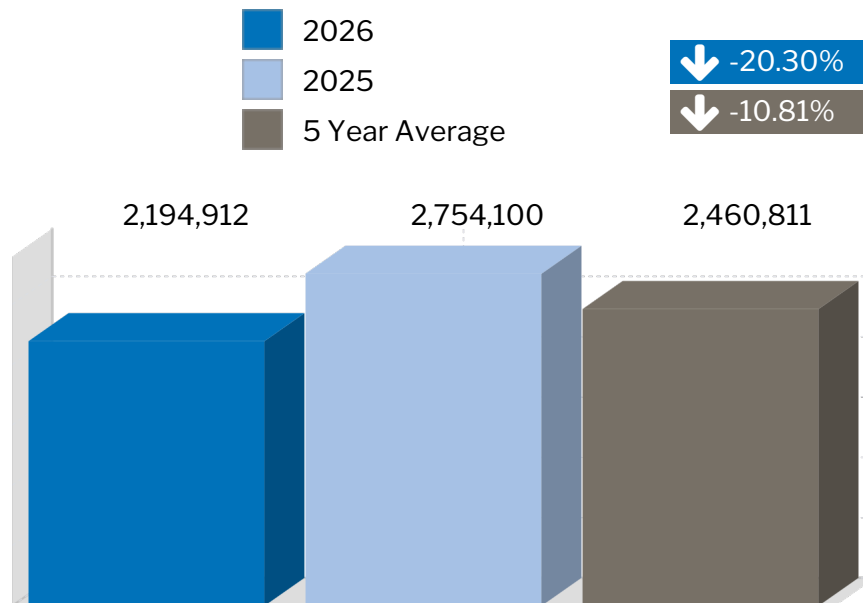
* Note: SB230 grant funds may only be utilized for new or expanded services

Ridership Performance Metrics

June Ridership

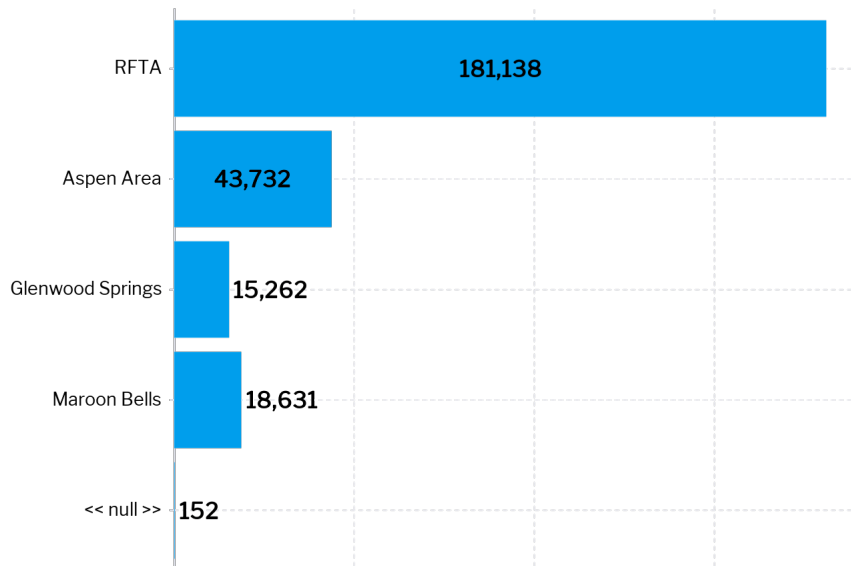


June Year-to-Date Ridership



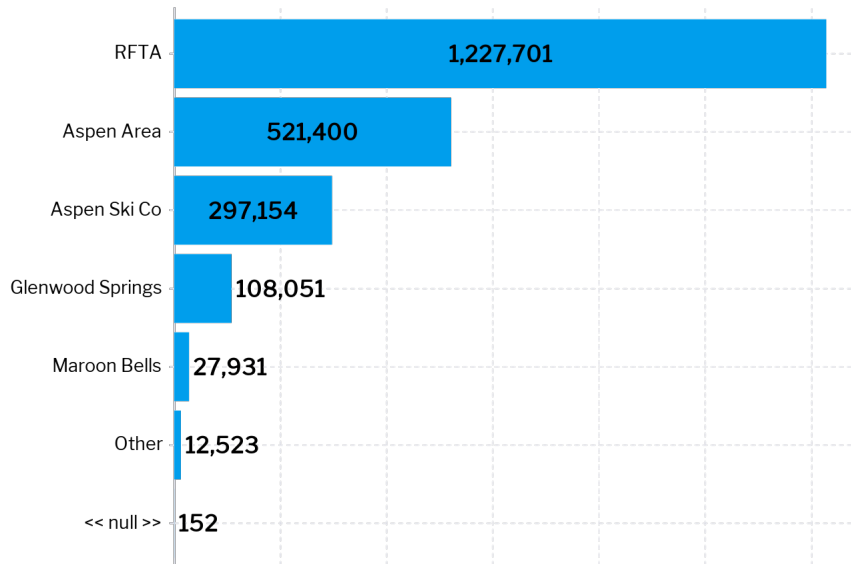
June 2026 Ridership

258,915 Boardings



June Year-to-Date 2026 Ridership

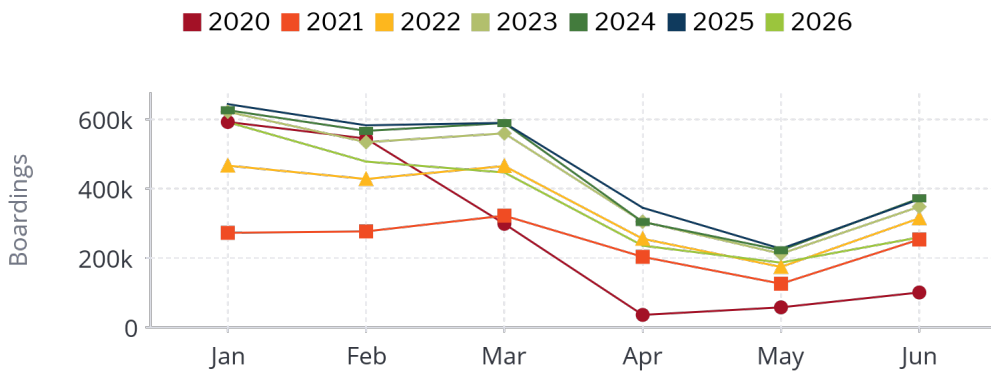
2,194,912 Boardings



- **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

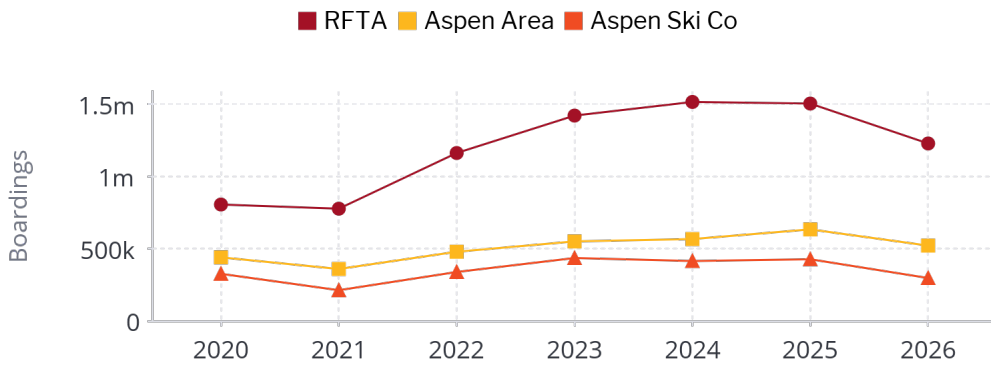
Ridership by Month Year-to-Date

591,586.00



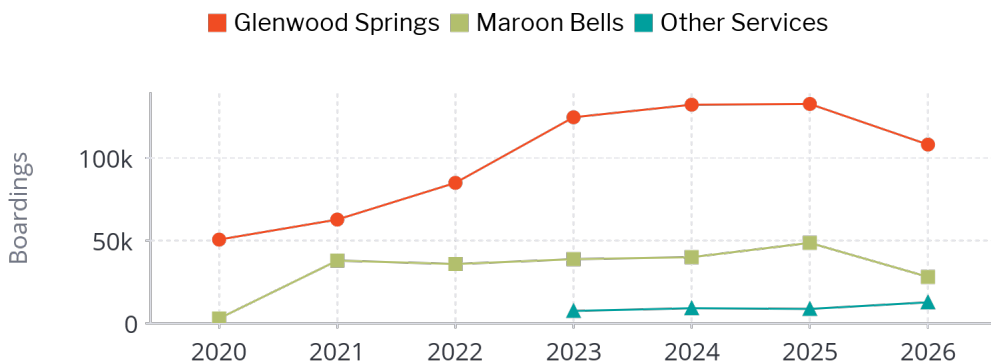
Ridership Year-to-Date: RFTA, Aspen Area & Aspen Ski Co

(Jan - Jun)



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

(Jan - Jun)



- **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 - June

Route	2026	2025	% Change
VelociRFTA	72,142	94,645	-23.8%
Local Valley	58,916	80,663	-27.0%
Snowmass/Intercept	24,417	37,077	-34.1%
Maroon Bells	18,631	36,255	-48.6%
Castle Maroon	17,643	24,781	-28.8%
Ride Glenwood	15,262	21,334	-28.5%
Hogback	13,040	16,001	-18.5%
Hunter Creek	10,903	17,870	-39.0%
Carbondale Circulator	8,043	11,405	-29.5%
Burlingame	6,472	10,001	-35.3%
Cemetery Lane	4,356	6,177	-29.5%
Music School BG	2,355	4,049	-41.8%
Mountain Valley	1,846	2,230	-17.2%
Music School	1,611	2,357	-31.7%
Snowmass-Valley	1,609	2,041	-21.2%
Cross Town	901	1,069	-15.7%
Woody Creek	473	434	9.0%
Flyer	152		
Snowmass/Aspen	143	183	-21.9%
Total	258,915	368,572	-29.8%

Ridership Rankings - June Year-to-Date

Route	2026 YTD	2025 YTD	% Change
VelociRFTA	486,004	576,511	-15.7%
Local Valley	361,788	449,003	-19.4%
Snowmass/Aspen Ski	205,333	291,537	-29.6%
Castle Maroon	189,409	235,396	-19.5%
Hunter Creek	144,623	162,386	-10.9%
Snowmass/Aspen	139,217	172,902	-19.5%
Ride Glenwood	108,051	132,655	-18.5%
Hogback	84,263	98,099	-14.1%
Burlingame	65,958	78,203	-15.7%
Carbondale Circulator	56,919	73,029	-22.1%
Snowmass/Intercept	53,668	74,814	-28.3%
Buttermilk	46,092	59,439	-22.5%
Aspen Highlands Ski	45,729	76,095	-39.9%
Snowmass-Valley	40,826	53,185	-23.2%
Cemetery Lane	37,932	45,319	-16.3%
Aspen Highlands Direct	28,889	44,839	-35.6%
Galena Street	28,008	26,970	3.8%
Maroon Bells	27,931	48,526	-42.4%
Mountain Valley	18,607	31,360	-40.7%
X Games	12,523	8,532	46.8%
Cross Town	6,363	6,697	-5.0%
Woody Creek	2,661	2,197	21.1%
Music School BG	2,355	4,049	-41.8%
Music School	1,611	2,357	-31.7%
Flyer	152		
Total	2,194,912	2,754,100	-20.3%

Passengers per Hour Rankings - June

Route	2026 YTD	2025 YTD	% Change
Ride Glenwood	19.19	26.93	-28.76%
Music School BG	17.02	32.89	-48.27%
Hunter Creek	16.70	30.65	-45.51%
Snowmass/Intercept	16.61	26.11	-36.38%
Carbondale Circulator	15.55	22.31	-30.31%
Maroon Bells	15.40	30.83	-50.05%
Snowmass-Valley	13.13	18.00	-27.02%
VelociRFTA	12.79	17.82	-28.26%
Castle Maroon	12.38	17.46	-29.09%
Local Valley	11.95	16.40	-27.18%
Hogback	10.62	12.91	-17.75%
Snowmass/Aspen	9.53	16.79	-43.22%
Music School	9.52	17.22	-44.70%
Burlingame	8.33	13.26	-37.20%
Flyer	7.88		0.00%
Cemetery Lane	7.57	10.70	-29.21%
Mountain Valley	3.19	3.88	-17.69%
Cross Town	1.98	2.45	-19.30%
Woody Creek	1.30	1.22	6.64%
	12.28	18.02	-31.87%

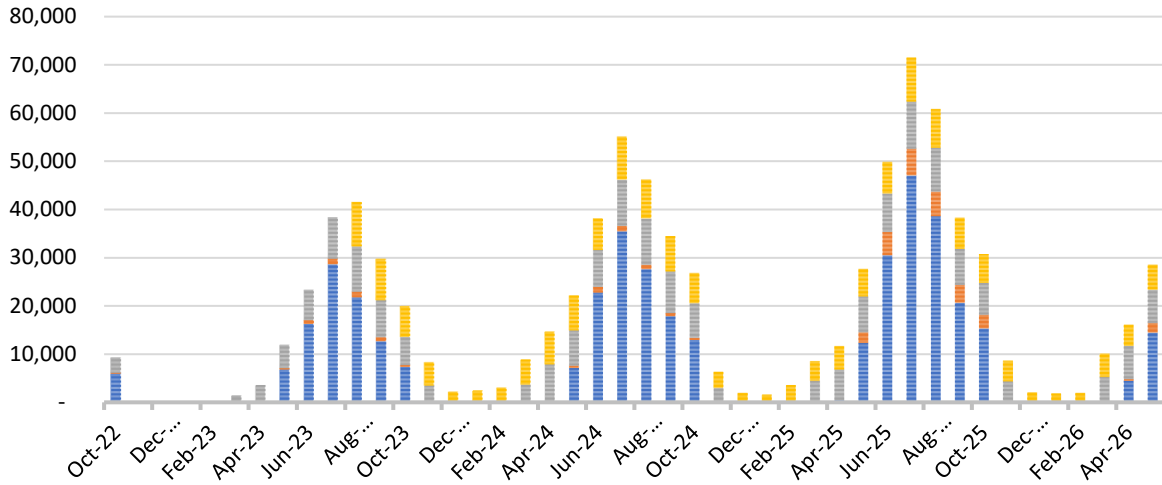
Passengers per Hour Rankings - June Year-to-Date

Route	2026 YTD	2025 YTD	% Change
X Games	134.22	118.34	13.43%
Hunter Creek	41.55	47.63	-12.75%
Aspen Highlands Ski	28.92	41.43	-30.20%
Buttermilk	26.46	31.11	-14.95%
Snowmass/Aspen Ski	25.43	31.89	-20.26%
Aspen Highlands Direct	24.19	32.77	-26.16%
Ride Glenwood	23.77	29.14	-18.42%
Castle Maroon	22.77	27.97	-18.60%
Snowmass-Valley	21.07	27.38	-23.03%
Snowmass/Aspen	19.96	28.16	-29.13%
Carbondale Circulator	18.99	24.46	-22.37%
Snowmass/Intercept	17.98	24.51	-26.62%
Maroon Bells	17.83	32.60	-45.31%
Music School BG	17.02	32.89	-48.27%
Galena Street	15.21	15.40	-1.27%
Burlingame	14.56	17.44	-16.51%
VelociRFTA	13.94	16.64	-16.22%
Local Valley	12.34	15.37	-19.71%
Cemetery Lane	11.19	13.34	-16.06%
Hogback	11.05	13.27	-16.69%
Music School	9.52	17.22	-44.70%
Flyer	7.88		0.00%
Mountain Valley	5.54	9.36	-40.83%
Cross Town	3.11	3.30	-5.64%
Woody Creek	1.59	1.29	22.85%
	16.32	20.47	-20.25%

BIKESHARE

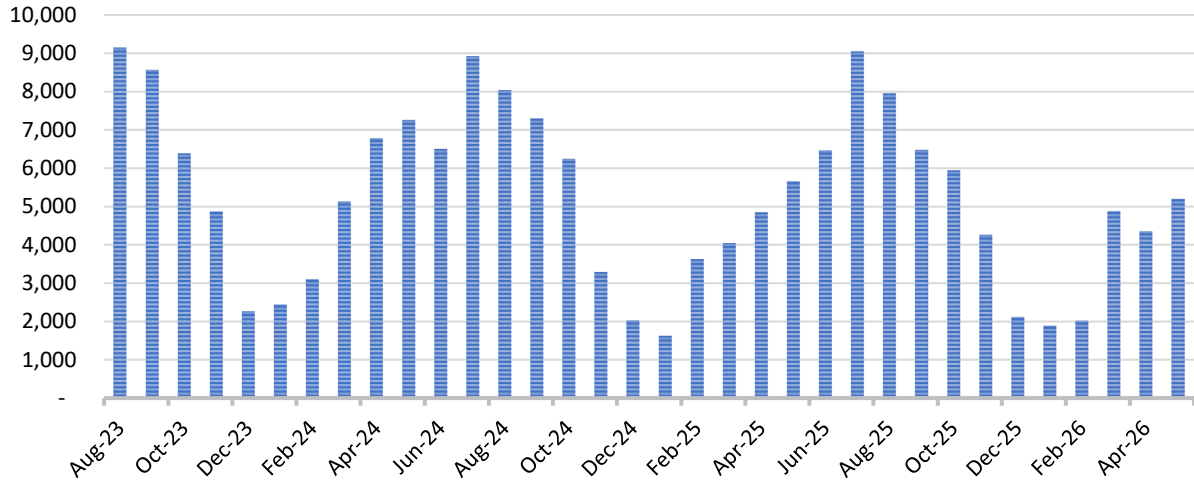
WE-CYCLE MONTHLY TRIPS

Aspen Snowmass Mid-valley Carbondale

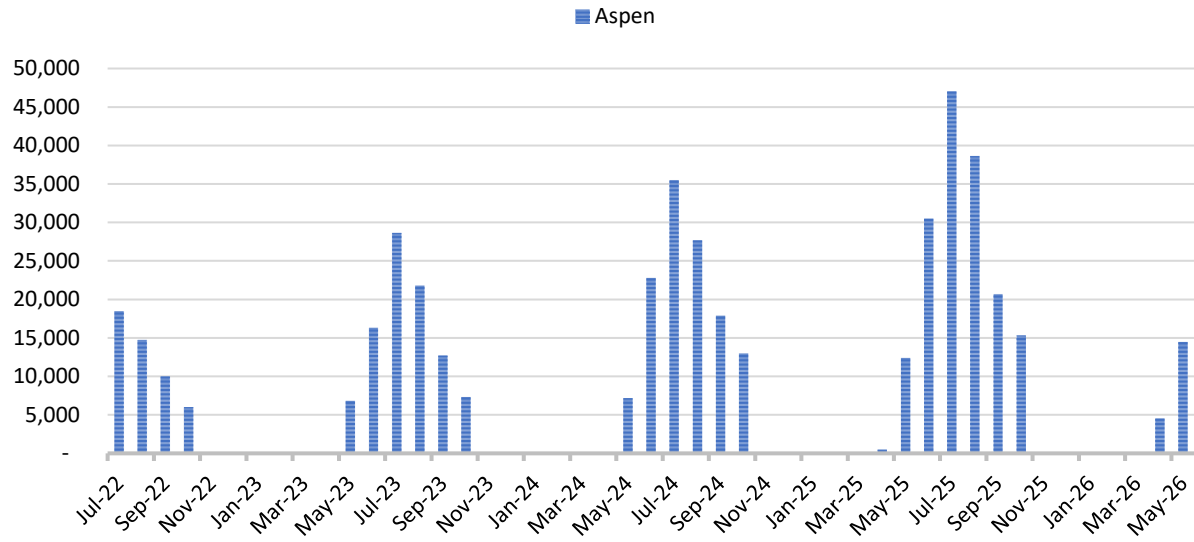


WE-CYCLE MONTHLY TRIPS

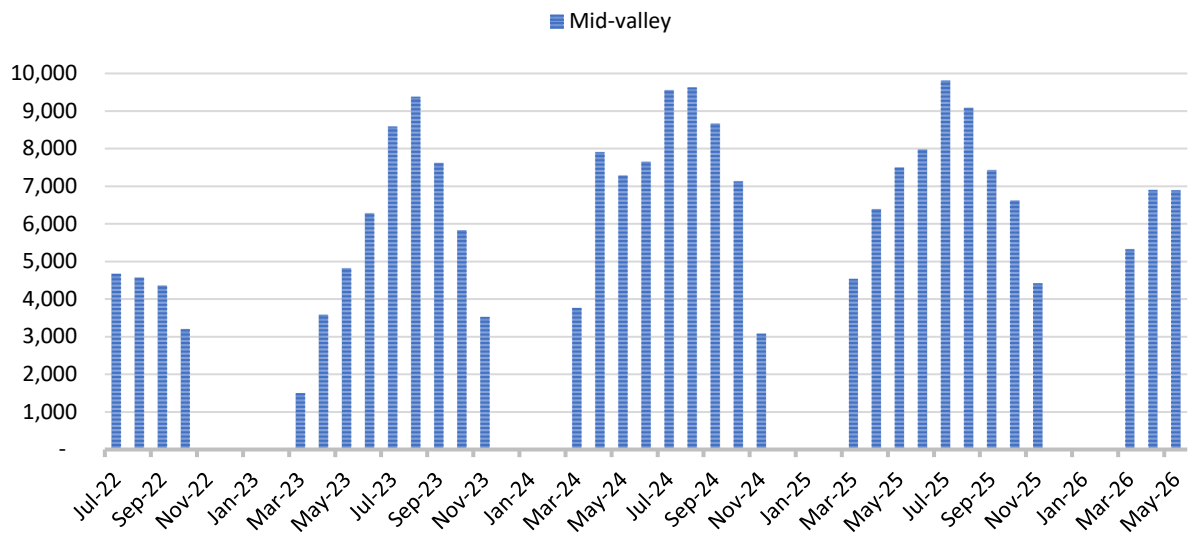
Carbondale



WE-CYCLE MONTHLY TRIPS

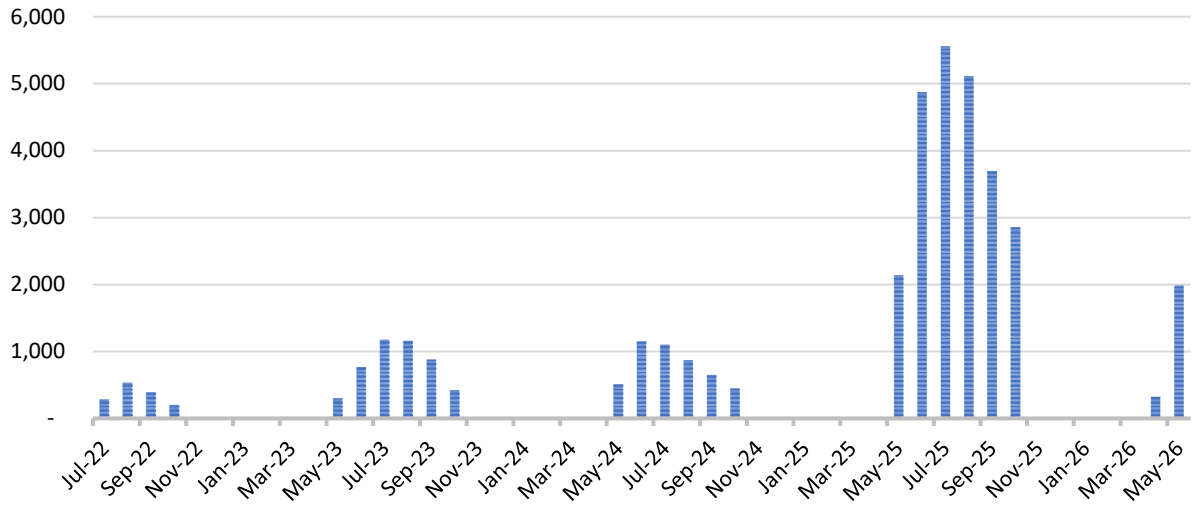


WE-CYCLE MONTHLY TRIPS



WE-CYCLE MONTHLY TRIPS

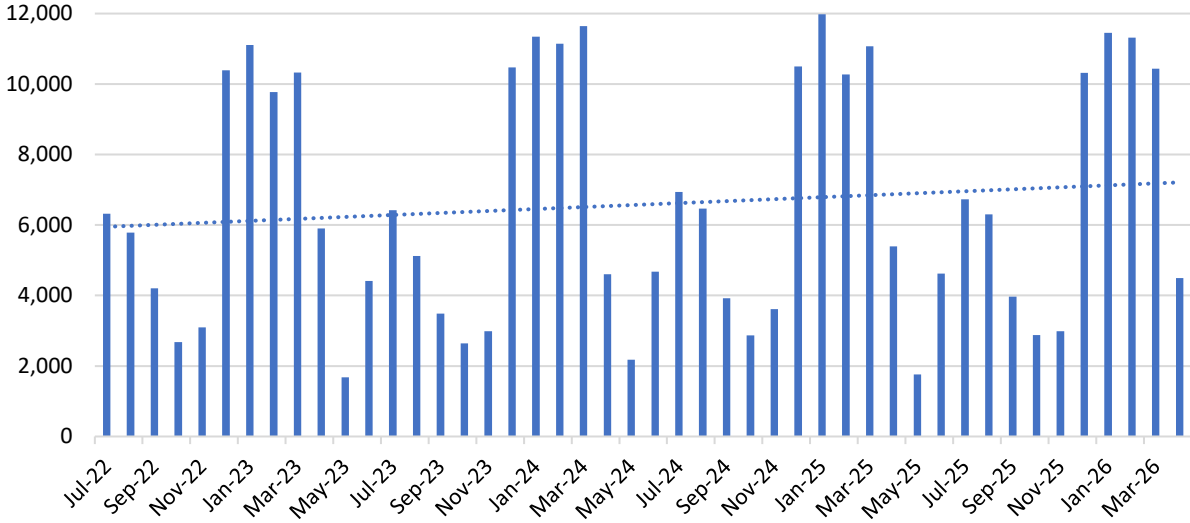
■ Snowmass



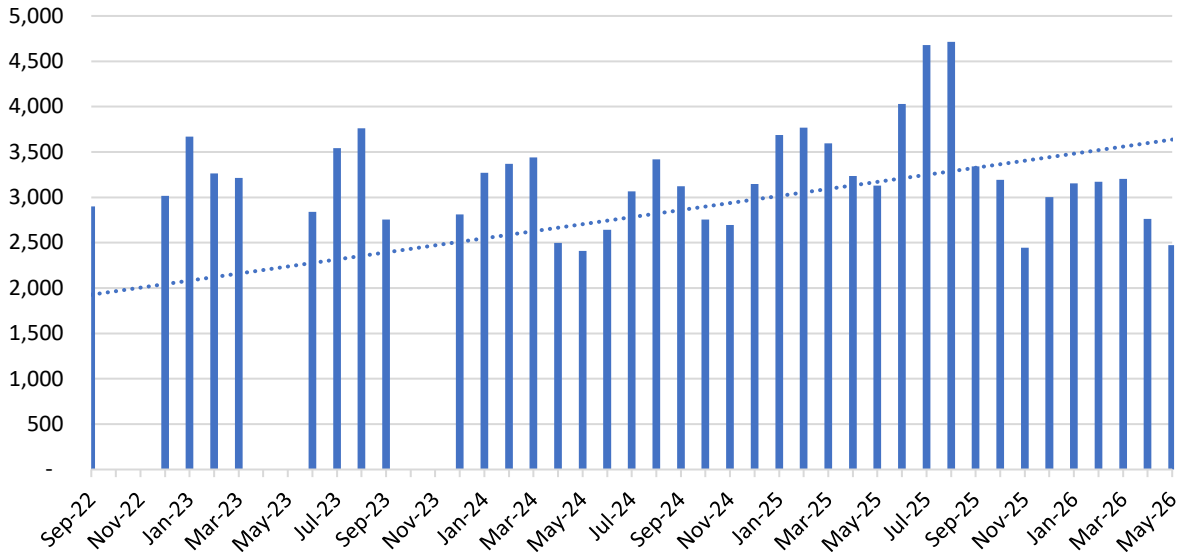
MICROTRANSIT

Aspen Downtowner Monthly Passenger Trips*

*This service is not part of RFTA's FLMM Program and is funded solely by City of Aspen

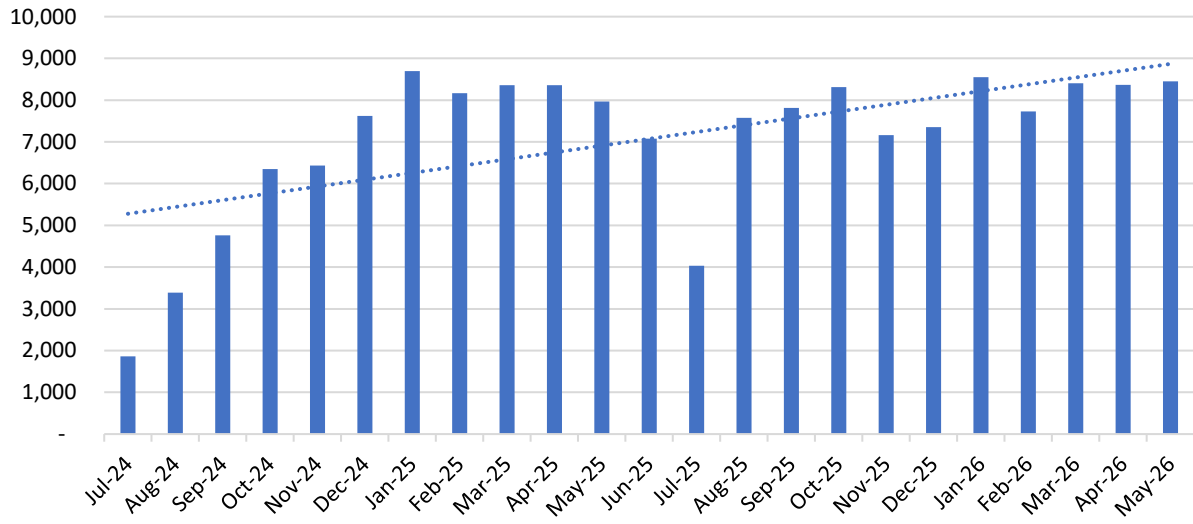


Basalt Connect Monthly Passenger Trips

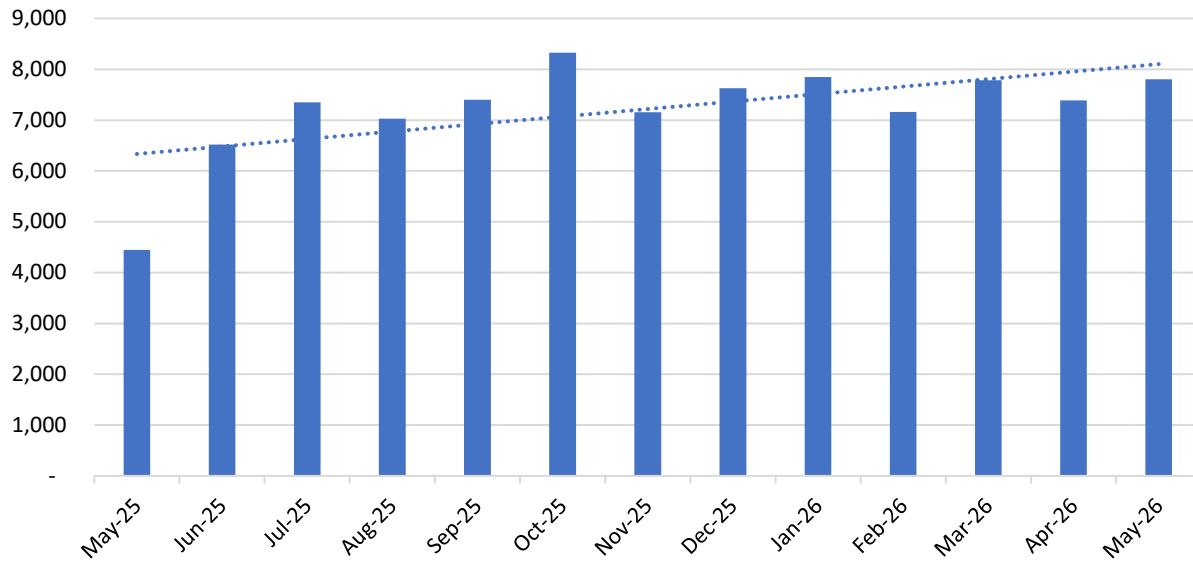


Carbondale Downtowner Monthly Passenger Trips*

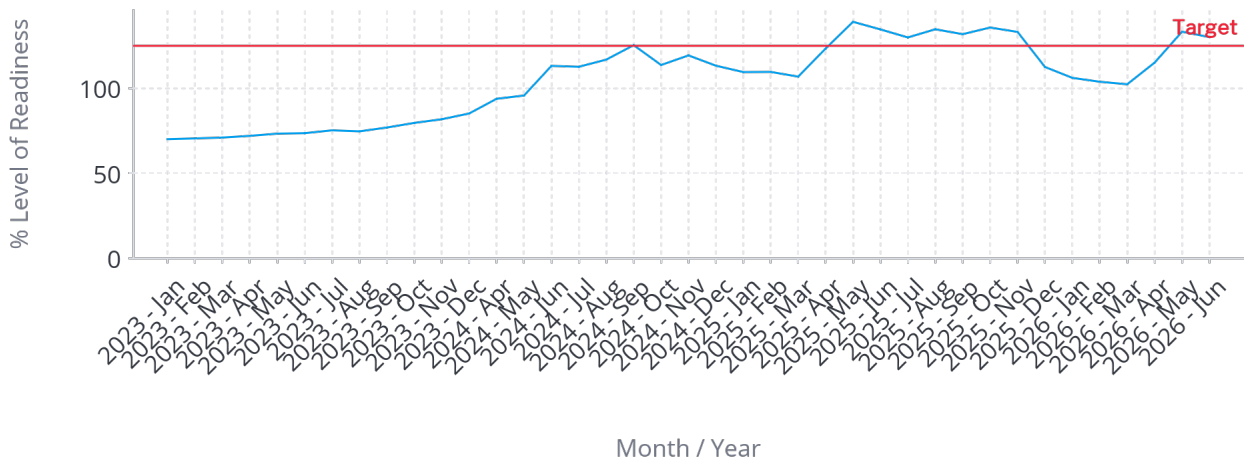
*Service Initiated July 1, 2024



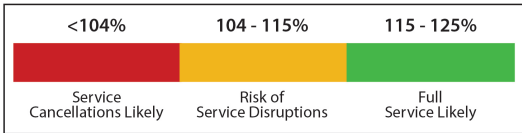
Ride Glenwood On-Demand Monthly Passenger Trips



Operational Readiness



Staffing Level (% of FTEs) Service Impact Description



Note: Target staffing is 125% of scheduled FTEs to account for absences and service adjustments.

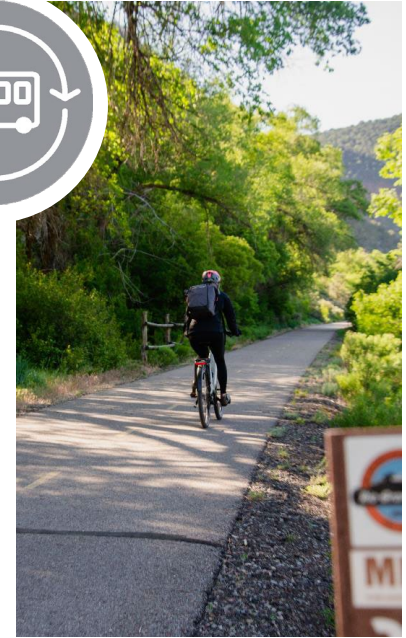
2026 RFTA Objectives and Key Results

- Completed
- On Track
- Behind Schedule
- Stalled
- Not Started

ACCESSIBILITY & MOBILITY

OBJECTIVE:

1.1 Rio Grande Railroad Corridor/Rio Grande Trail is appropriately protected, utilized and accessible to all users.



KEY RESULTS:

- 1. Complete an encroachment resolution plan for the Rio Grande Railroad Corridor by end of Q4 2026.
- 2. Strengthen community understanding of the RFTA rail corridor through proactive communication by end of Q3 2026.
- 3. Develop a comprehensive safety strategy to ensure accessibility of the Rio Grande Trail by end of Q4 2026

FINANCIAL SUSTAINABILITY

OBJECTIVE:

4.3 Preserve financial sustainability and develop, improve and maintain a balanced long-range budget and financial forecast.



KEY RESULTS:

- 1. Complete a data-driven capital improvement plan by end of Q2 2027.
- 2. Establish multi-year departmental planning to support long-term forecasting by end of Q4 2026.

FINANCIAL SUSTAINABILITY



OBJECTIVE:

4.5 Optimize RFTA services and expenditures for more efficiency and /or costs savings

KEY RESULTS:

- 1. Integrate core operations into enterprise-wide platform by end of Q3 2026.
- 2. Finalize a comprehensive Master Plan to guide long-term service improvements and fiscal sustainability by end of Q2 2027.
- 3. Optimize departmental operations for efficiency by end of Q4 2026.
- 4. Modernize RFTA infrastructure to optimize regional efficiency by end of Q4 2028.



ENVIRONMENTAL SUSTAINABILITY



OBJECTIVE:

6.3 RFTA will prioritize energy-efficient strategies to reduce GHG emissions and advance projects that enhance existing services with a responsible budget

KEY RESULTS:

- 1. Develop an energy-efficient strategy by end of Q1 2026



Legislative Affairs Update

TIME SENSITIVE UPDATES:

1. Proposed Changes to OMB [Federal Financial Assistance](#) Guidance.

- Type: Federal regulation
- Summary: The Trump Administration OMB has proposed significant changes to the Uniform Guidance, which governs all federal financial assistance. If finalized in its current form, the proposed rule would grant the executive branch unchecked discretion to screen and cancel federal grant applications and awards based on politically coercive policy priorities, undermine the reliability of federal assistance awards, and increase compliance burdens on local governments, nonprofits, and other federal funding recipients.
- Application to RFTA's Legislative Agenda: Threat to #1, Support RFTA's financial sustainability and #2, Allow RFTA to maintain and expand its services
- Status: This regulation is currently proposed and will not take effect unless OMB issues a final rule. The proposed rule identifies October 1, 2026, as the effective date if finalized.
- Proposed Course of Action: There is a [public comment opportunity](#) with a deadline of July 13, 2026. Sustainable Strategies DC has prepared a detailed memo outlining the potential impacts of the changes, as well as a tailored draft public comment and letter for outreach to RFTA's congressional delegation. Given the potential gravity of the consequences of these proposed changes, RFTA should consider participating in the public comment and engaging with its delegation on this topic.

KEY UPDATES:

2. [Ballot Initiative #175](#)

- Type: State Ballot Initiative
- Summary: This November 2026 ballot initiative would amend the Colorado Constitution to dedicate certain transportation-related state revenues to road transportation. This could reduce funding flexibility for transit and multimodal investments, including public transit, electric transportation, and bicycle and pedestrian infrastructure.
- Application to RFTA's Legislative Agenda: Threat to #1, Support RFTA's financial sustainability and #2, Allow RFTA to maintain and expand its services
- Action Taken: The RFTA Board issued a statement opposing the ballot measure on April 16, 2026.
- Status: Initiative 175 has gained enough signatures to qualify for the November 2026 ballot. Lawmakers passed HB26-1430 (see below) as a countermeasure that will take effect only if voters approve Initiative 175. The bill would temporarily reduce transportation taxes and fees from January 1, 2027, through July 1, 2030, and use remaining affected revenue to backfill existing state transportation obligations before distributing any leftover funds to the State Highway Fund, counties, and municipalities. For RFTA, the bill may blunt Initiative 175's road-only funding shift, but it could also reduce transportation revenues that support multimodal and transit-supportive investments.
- Recommended Action: RFTA should take an active role in education and advocacy in opposition to Initiative 175, as it should not let HB26-1430 encourage state and local partners to take their eye off the ball in defeating this measure. Sustainable Strategies DC recommends that the advocacy strategy include:
 - Analyzing and confirming fiscal impacts to RFTA of 175 with HB26-1430 (July)
 - Submitting comments to the Blue Book language that voters will see in the fall, and coordinating with other agencies to do the same (July-August).
 - Taking the lead in coordinating a sign-on opposition letter from transit agencies, working with CASTA (their Board is currently drafting a letter of opposition) this summer, to be followed up with voter education materials later in the fall (Sept-Nov.)

3. [BUILD America 250 Act](#) – Surface Transportation Reauthorization

- Type: Proposed Federal Legislation

- Summary: The BUILD America 250 Act is the House Transportation and Infrastructure Committee’s surface transportation reauthorization proposal. The bill is not final and will require Senate action and bicameral agreement before becoming law. As drafted, the bill could reduce transit funding certainty by shifting several major transit programs away from guaranteed advance appropriations and toward annual appropriations. It would also eliminate the standalone Low or No Emission Bus program, create a new state-administered transit block grant option, and make changes to rural, bus, and competitive grant programs that could affect RFTA’s access to federal transit funding.
- Application to RFTA’s Legislative Agenda: Potential threats to #1, Support RFTA’s financial sustainability and #2, Allow RFTA to maintain and expand its services. The proposal also creates an advocacy opportunity to address the disproportionately low amount of formula funding RFTA receives relative to its service demands, regional role, and rural operating context.
- Action Taken: RFTA has already engaged on federal surface transportation reauthorization priorities through comments to Congressman Hurd in May 2025, comments to Senators Bennet and Hickenlooper in August 2025, comments to U.S. DOT in September 2025, and an April 2026 meeting between David Johnson and Congressman Hurd’s staff in Washington, D.C. RFTA also shared proposed language to address the disproportionately low amount of formula funding RFTA receives with Congressman Hurd.
- Status: The House Transportation and Infrastructure Committee approved BUILD America 250 on May 22, 2026, but the bill has not passed the full House, and the Senate has not released its surface transportation reauthorization proposal.
- Recommended Action: RFTA should continue advocating for stronger transit funding certainty, protection of rural and bus funding, and formula language that better reflects RFTA’s service profile. RFTA’s best opportunity to influence the final legislation will occur through Senate engagement and the FY2027 Transportation, Housing and Urban Development appropriations process. Further, RFTA’s Senators are actively advocating for THUD Appropriations that will prevent a lapse in funding to transportation that is due to occur as the IIJA funds expire.

PASSED LEGISLATION WITH IMPACTS TO RFTA:

4. HB26-1269: Transit Access was passed into law on May 28, 2026.

- Type: Colorado Law
- Summary: HB 26-1269 creates state compliance duties for covered Colorado transit agencies around rider information, transit maps, fare transparency, language access, and annual performance reporting. Beginning on June 30, 2027, RFTA will be required to comply with new public information and signage requirements to ensure clear, current transit system maps appear at all stations and will need to translate all publicly available key transit information into any language spoken by at least 5% of the population where RFTA operates.
- Background: RFTA coordinated with CASTA to oppose this bill in its initial form, which would have required the adoption of low-income fare discount programs, partner passes for individuals experiencing homelessness, and restroom requirements. Sustainable Strategies DC supported RFTA in testifying in support of significant amendments to the bill that dropped the most burdensome and concerning requirements. These amendments were passed.
- Status: This bill was passed with significant modifications that favor RFTA, although the resulting requirements will still require additional reporting.

5. HB26-1430: Transportation Funding Adjustments was passed into law on May 28, 2026.

- Type: Colorado Law
- Background: Lawmakers passed HB26-1430 to limit the near-term fiscal impact of the proposed Initiative 175, which could restrict flexible transportation funding and prioritize roads over transit and multimodal investments. The law will reduce revenue available for redirection and use the remaining funds to backfill existing transportation obligations before new funding flows exclusively to roads during the bill’s temporary window.
- Summary: HB26-1430 will take effect only if voters approve Ballot Initiative 175 in November 2026. The law temporarily reduces gasoline taxes, special fuel taxes, certain vehicle registration fees, late fees, and road

usage fees from January 1, 2027, through July 1, 2030. It also creates the Support Road Transportation Fund to receive revenue affected by Initiative 175. The fund will first replace certain existing state transportation obligations, with any remaining revenue allocated to the State Highway Fund, counties, and municipalities.

- Application to RFTA's Legislative Agenda: HB26-1430 (if triggered into enactment by Initiative 175) could negatively impact #1 RFTA's financial sustainability and #2 RFTA's ability to maintain and expand services. The bill may reduce the near-term risk that Initiative 175 will redirect General Fund revenue into road-only purposes, but it does so by reducing transportation taxes and fees that support the broader state and local transportation funding system. As a result, HB26-1430 could still reduce funding capacity for multimodal and transit-supportive investments. For RFTA, the bill is best understood as a defensive measure that limits one fiscal harm from Initiative 175 while preserving the risk of reduced transportation funding availability for transit, local transportation, and multimodal projects.
- Status: HB26-1430 became law in May 2026. The law will take effect only if voters approve Initiative 175 in November 2026 and will remain in effect through July 1, 2030.

6. HB26-1001: Housing Development on Qualifying Properties

- Type: Colorado Legislation
- Summary: Dubbed the Housing Opportunities Made Easier, or HOME Act, the bill allows public schools, colleges, nonprofits, transit agencies and housing authorities to bypass local zoning codes and build affordable housing on land that they own. The bill requires a subject jurisdiction, on or after December 31, 2027, to allow a residential development to be constructed on a qualifying property that does not contain an exempt parcel, subject to an administrative approval process. Qualifying properties are no more than 5 acres in size, owned by transit, education or housing related public or nonprofit agencies.
- Application to RFTA's Legislative Agenda: The legislation supports #5: Reduce regulatory barriers to efficiently develop and deliver projects and services. RFTA should be able to deploy this bill to build housing on its "qualifying properties" (less than 5-acres, owned by RFTA) and bypass local zoning requirements, as outlined in the bill. Certain properties, such as those zoned for industrial use only, are "exempt" from being "qualified properties." The bill does not define affordable housing; as such, the housing would need to meet local affordable housing requirements. In RFTA jurisdictions, this should include employee-housing,
- Status: It was signed into law in March 2026 by Governor Polis.

7. HB26-1065: Transit and Housing Investment Zones

- Type: Colorado Legislation
- Summary: This bill creates new tax financing abilities for local governments to build housing near bus and rail lines. Local governments may apply to the Colorado economic development commission (commission) to designate a transit investment area and an approved financing entity (such as an urban renewal authority) to receive state sale tax increment revenue. Also creates a tax credit in connection with housing projects in transit and housing zones, up to \$8.3 million each calendar year 2027-2033.
- Application to RFTA's Legislative Agenda: The new financing opportunities to local governments (including RFTA) align with #3: Support innovative initiatives, partnerships, and investments that benefit public transit and increase ridership. This bill will incentivize transit-oriented development (low and middle income with a tax credit, as well as market rate housing).
- Status: The Colorado General Assembly passed HB26-1065 in May 2026. It was signed by the Governor on May 27, 2026.

8. HB26-1399 and HB26-1398: Multimodal Transportation and Mitigation Options Fund Changes

- Type: Colorado Legislation
- Summary: The Multimodal Transportation and Mitigation Options Fund (MMOF) supports transit, bike and pedestrian infrastructure, transportation demand management, GHG reduction, and VMT reduction projects. Two 2026 laws reduce or redirect MMOF resources. HB26-1399 eliminates the required \$10.5 million annual General Fund transfer to MMOF for 2026, 2027, and 2028. HB26-1398 changes the allocation of Retail Delivery Fee revenue credited to MMOF by reducing the local multimodal project share from 85% to 70% and increasing the state multimodal project share from 15% to 30%.

- Application to RFTA's Legislative Agenda: The cuts to MMOF funding violate #1: Support RFTA's financial sustainability and #2: Allow RFTA to maintain and expand its services. HB26-1399 reduces total MMOF funding available for multimodal projects during the affected years. HB26-1398 may reduce the share of MMOF revenue available through local and regional project selection processes, which could affect transit, first/last-mile connections, bike and pedestrian access, TDM, and other multimodal investments that support RFTA service.
- Status: HB26-1399 and HB26-1398 became law in 2026.

LOW PRIORITY UPDATES:

9. H.R.4924 - Rails to Trails Landowner Rights Act

- Type: Proposed U.S. House Bill
- Summary: This proposed legislation would expand landowner approval and compensation requirements for railbanked corridors, increasing administrative and legal constraints and poses risks to long-term rail corridor preservation.
- Application to RFTA's Legislative Agenda: Proposed requirements for approval, compensation, administration, and legal matters violate #2, Allow RFTA to maintain and expand its services.
- Status: This was referred to the House Committee on Natural Resource August 2025 and has not advanced since then. Moreover, the Bill's sponsor, Sam Graves (R-MO), is retiring at the end of the session.
- Action taken: RFTA sent Hurd's office a letter opposing the Bill, and staff met Representative Hurd in person on April 14, 2026, during the APTA Legislative conference, and reported RFTA's concerns.

2026 Actuals/Budget Comparison (May YTD)

2026 Budget Year
General Fund

	May YTD			Annual Budget
	Actual Unaudited	Budget	% Var.	
Revenues				
Sales and Use tax (1)	\$ 13,573,677	\$ 14,205,800	-4.4%	\$ 45,639,000
Property Tax	\$ 12,200,008	\$ 12,588,300	-3.1%	\$ 18,441,200
Grants	\$ 1,122,630	\$ 1,122,600	0.0%	\$ 65,751,084
Fares (2)	\$ 1,569,463	\$ 1,629,260	-3.7%	\$ 5,132,500
Other govt contributions	\$ 399,189	\$ 399,200	0.0%	\$ 1,662,346
Other income (3)	\$ 1,969,018	\$ 1,743,833	12.9%	\$ 3,119,300
Total Revenues	\$ 30,833,984	\$ 31,688,993	-2.7%	\$ 139,745,430
Expenditures				
Fuel	\$ 995,870	\$ 976,833	1.9%	\$ 2,200,809
Transit (4)	\$ 21,190,743	\$ 22,694,510	-6.6%	\$ 50,750,306
Trails & Corridor Mgmt	\$ 420,225	\$ 420,200	0.0%	\$ 1,296,007
Capital	\$ 17,453,467	\$ 17,453,500	0.0%	\$ 93,422,207
Debt service	\$ 1,056,053	\$ 1,056,100	0.0%	\$ 2,895,479
Total Expenditures	\$ 41,116,357	\$ 42,601,143	-3.5%	\$ 150,564,808
Other Financing Sources/Uses				
Other financing sources	\$ -	\$ -	n/a	\$ -
Other financing uses	\$ (2,132,892)	\$ (2,132,900)	0.0%	\$ (5,824,117)
Total Other Financing Sources/Uses	\$ (2,132,892)	\$ (2,132,900)	0.0%	\$ (5,824,117)
Change in Fund Balance (5)	\$ (12,415,265)	\$ (13,045,050)	-4.8%	\$ (16,643,495)

- (1) Sales and Use Tax Revenues are received 2 months in arrears (i.e. March sales and use tax revenue are collected and reported in May). Although January revenue was under budget by 17%, February revenue collected in April was over budget by 11%. March revenue collected in May was under budget by 7%.
- (2) Through May, fare revenue increased by 3% and ridership decreased by 16%, respectively, compared to the prior year. The chart below provides a YTD May 2025/2026 comparison of actual fare revenues and ridership on RFTA regional services:

Fare Revenue:	YTD 5/2025	YTD 5/2026	Increase/ (Decrease)	% Change
Regional Fares	\$ 1,456,581	\$ 1,491,418	\$ 34,837	2%
Maroon Bells	\$ 52,888	\$ 60,286	\$ 7,398	14%
Total Fare Revenue	\$ 1,509,469	\$ 1,551,704	\$ 42,235	3%

Ridership on RFTA Regional Services*:	YTD 5/2025	YTD 5/2026	Increase/ (Decrease)	% Change
Highway 82 (Local & Express)	368,340	302,872	(65,468)	-18%
BRT	481,866	413,862	(68,004)	-14%
SM-DV	51,142	39,217	(11,925)	-23%
Grand Hogback	82,098	71,223	(10,875)	-13%
Maroon Bells	12,271	9,446	(2,825)	-23%
Total Ridership on RFTA Fare Services	995,717	836,620	(159,097)	-16%
Avg. Fare/Ride	\$ 1.48	\$ 1.80	\$ 0.32	22%

- (3) Higher investment income rate yields than estimated

- (4) Budget variances are primary due to timing of expenditures versus budget assumptions and vacant positions.
- (5) Over the course of the year, there are times when RFTA operates in a deficit; however, at this time we are projecting that we will end the year within budget.

RFTA System-Wide Transit Service Mileage and Hours Report

Transit Service	Mileage May YTD				Hours May YTD			
	Actual	Budget	Variance	% Var.	Actual	Budget	Variance	% Var.
RF Valley Commuter	1,732,916	1,711,952	20,964	1.2%	81,856	80,693	1,163	1.4%
City of Aspen	242,814	251,406	(8,592)	-3.4%	28,120	28,733	(613)	-2.1%
Aspen Skiing Company	190,136	215,395	(25,259)	-11.7%	13,293	15,131	(1,838)	-12.1%
Ride Glenwood Springs	50,869	49,139	1,730	3.5%	4,085	4,088	(3)	-0.1%
Grand Hogback	181,812	182,867	(1,055)	-0.6%	8,322	8,295	27	0.3%
Specials/Charters	1,739	3,665	(1,926)	-52.6%	382	360	22	6.1%
Senior Van	7,840	5,730	2,110	36.8%	999	825	174	21.0%
Subtotal - Transit Service	2,413,647	2,425,784	(12,138)	-0.5%	137,501	138,555	(1,055)	-0.8%
Training & Other	6,733	9,350	(2,617)	-28.0%	9,055	10,425	(1,370)	-13.1%
Total Transit Service, Training & Other	2,420,380	2,435,134	(14,755)	-0.6%	146,555	148,980	(2,425)	-1.6%

2025 Financial Statement Audit – Schedule

Date	Activity	Status
4/27/2026 – 5/1/2026	Start of Audit – auditors conducting onsite fieldwork	<i>Completed.</i>
June 22, 2026	During this period, staff anticipates that the Audit Report will be reviewed by the RFTA Board Audit Subcommittee . Anticipated subcommittee members include Erin Zalinski, RFTA Board Member, Alyssa Shenk, RFTA Board Member, Anna Earl, independent financial expert and Eagle County Director of Finance, and Liz Woods, independent financial expert and Pitkin County Director of Finance, Treasurer/Public Trustee A meeting will be held at a RFTA office in Carbondale between the Audit Subcommittee, the auditors, and staff to discuss the audit in detail.	<i>Completed.</i>
7/3/2026	Final Audit Report to be distributed to RFTA Board with July Board Packet	<i>Completed.</i>
7/9/2026	Presentation of Final Audit Report at RFTA Board Meeting by Auditor	<i>On schedule</i>

2027 RFTA Annual Budget – Preliminary Schedule

Date	Activity	Status
8/13/2026	Discussion/Direction/Action: Preliminary planning initiatives, assumptions and issues.	<i>On schedule</i>
9/10/2026	Presentation/Direction/Action: 1 st draft budget presentation	<i>On schedule</i>
11/12/2026	Presentation/Direction/Action: 2nd draft budget presentation	<i>On schedule</i>
12/10/2026	Public Hearing: <ul style="list-style-type: none"> Final budget presentation and adoption Review and approve the final certifications of valuations from the Eagle, Garfield, and Pitkin County Assessors 	<i>On Schedule</i>

2026 RFTA Annual Budget Document – GFOA Distinguished Budget Presentation Award

RFTA was notified via letter dated June 24, 2026, that it had received the Distinguished Budget Presentation Award for the current budget (2024) from the Government Finance Officers Association (GFOA). This marks the 20th consecutive year (2007-2026) where RFTA has received this recognition. From the award letter:

“This award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity’s budget serves as a policy document, a financial plan, an operations guide, and a communications device. Budget documents must be rated “proficient” in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.”

A copy of the budget document is accessible at: [2026 Budget](#)

2026 Capital Contingency

As presented at the April Board meeting, Staff will notify the Board of all projects the \$1,306,925 in repurposed savings from 2025 projects will be applied towards. The following is a project funding list and any capital savings adding to Capital Contingency.

	Change	Balance
Resolution 2026-17		\$1,306,925
RFTA Master Plan	-\$871,375	\$435,550
Capital Projects Contract Employee savings from employee separation	\$152,000	\$587,550
GMF Underground Storage Tank added environmental site characterization services	-\$36,230	\$551,320
BEB Charging Equipment system project upgrade for motorized cable reels	-\$334,836	\$216,484