



APPENDIX D

Relevant RFRHA and RFTA Agreements Pertaining to the Rio Grande Railroad Corridor

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Relevant RFRHA and RFTA Agreements Pertaining to the Rio Grande Railroad Corridor

THE INTERGOVERNMENTAL AGREEMENT
AS AMENDED
BETWEEN PITKIN COUNTY, EAGLE COUNTY, GARFIELD COUNTY
THE CITY OF GLENWOOD SPRINGS, THE CITY OF ASPEN
THE TOWN OF CARBONDALE, THE TOWN OF BASALT,
THE TOWN OF SNOWMASS VILLAGE, AND
THE COLORADO TRANSPORTATION COMMISSION
CONCERNING THE PURCHASE AND PUBLIC OWNERSHIP OF THE
ASPEN BRANCH OF THE DENVER AND RIO GRANDE WESTERN
RAILROAD RIGHT-OF-WAY

PARTIES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this 31st day of Dec., 1997, by and between Pitkin County, Eagle County, Garfield County, the City of Glenwood Springs, the City of Aspen, the Town of Carbondale, the Town of Basalt, the Town of Snowmass Village, and the Colorado Transportation Commission (the "Governments").

AUTHORITY

This Agreement is entered into, *inter alia*, pursuant to Section 29-1-201, *et seq.*, C.R.S., and Article XIV, Section 10, of the Colorado Constitution.

RECITALS

WHEREAS, the Governments are duly constituted governmental entities governed by Boards or Councils elected by qualified electors of the counties, cities and towns mentioned above, or is a Commission appointed by the Governor of the State, all of which are located in Colorado; and,

WHEREAS, the Governments are desirous of cooperating in the purchase and ownership of a portion of what is known as the Aspen Branch of the Denver and Rio Grande Western Railroad right-of-way (the "Property"). Said purchase will satisfy the mutual, immediate goal of retaining the Property for the good of the general public, and will allow for the development of a comprehensive plan for the highest and best public use of the Property. The primary use for the Property under this future plan shall be as a public transportation corridor. Secondary uses can include recreational opportunities and access to adjacent public lands, provided that these secondary uses do not preclude the primary use as a public transportation corridor; and,

WHEREAS, The Boards, Councils and Commission of the respective Governments are authorized to execute this Intergovernmental Agreement on behalf of the Governments; and,

WHEREAS, This Agreement will abide by and comply with all constitutional requirements concerning state and local government expenditures and procedures; and,

WHEREAS, the Governments have determined it is in the best interests of the citizens of the Roaring Fork Valley to enter into this intergovernmental Agreement.

OBLIGATIONS OF PARTIES

NOW, THEREFORE, the Governments do hereby approve of the Intergovernmental Agreement as follows:

1. **Purpose.** The purpose of this Intergovernmental Agreement is to establish a cooperative agreement between the Governments that will establish an entity known as the Roaring Fork Railroad Holding Authority (RFRHA). The purpose of the RFRHA is to pursue the successful purchase of the Property from the current owner, and, to the extent permitted by the Constitution and the Laws of the State of Colorado, to manage and plan for the use of the Property to the benefit of the general public.

2. **Participation in the Purchase.** The Governments agree that participation in the local funding of the ultimate purchase of the Property will not exceed Two-Million, Nine-Hundred Thousand (\$2,900,000.00) dollars, which amount shall include all costs for an environmental audit, title insurance, costs for clearing title and other expenses normally associated with the purchase of the property. The split of local financial participation between the Governments is defined within Exhibit "A" of this document. The cost-sharing arrangement defined within Exhibit "A" applies solely to the purchase of the Property.

The money for funding Pitkin County's, the City of Aspen's, and the Town of Snowmass Village's cost sharing as described in Exhibit "A" will come from the 1.2-cent Use Tax for transportation recently approved by the voters of Pitkin County.

3. **Authorization to Negotiate.** The Governments are authorized to appoint a negotiating team for acquisition of the Property. The team shall be made up of at least three individuals and shall include at least one elected official. The Negotiating Team shall act as the buyers representative and work directly with the Owner to determine the nature of the Property prior to developing agreeable terms for the purchase of the Property. Once an ownership and encumbrance evaluation, an opinion of the rights to the Property held by the present owner, and an environmental audit of the Property is completed, and any other terms have been met to the satisfaction of all parties to this Intergovernmental Agreement, the Property shall be sold and retained in the ownership of the RFRHA until the termination of this Agreement.

4. **Purchase Price Exceeds Amount Designated.** In the event that the actual purchase price, plus associated costs exceeds the \$2,900,000.00 limitation mentioned above, the Governments may negotiate an amendment to this Agreement for payment of such price and for a cost sharing formula to address that price.

5. **Ownership of the Property.** The Governments shall purchase the Property from the current owner based on the level of participation defined above. Ownership of the Property shall rest with and be managed by the RFRHA. The RFRHA is required to conduct this ownership of the Property, and will not sell, liquidate or otherwise compromise the existing nature of the property without the approval of the Governments through the managing RFRHA Board of Directors as defined below.

6. **Management of the Property.**

a. **RFRHA Board of Directors.** The Property shall be managed, and use and planning for the Property shall be overseen by the Governments through a Board of Directors (the "Board"). Said Board shall oversee the use and ownership of the property. The

Board shall consist of twelve (12) Directors, one (1) each from the nine (9) Governments participating in this Intergovernmental Agreement, and three (3) citizen at-large members elected by the Board of Directors. Each of the three at-large members shall reside in and therefore represent the three counties participating in this Agreement.

b. Powers and Responsibilities of the Board of Directors.

i. The Board shall meet on at least a quarterly basis to discuss matters concerning the management and operation of the Property, and will make decisions effecting this management and operation by consensus.

ii. Consensus is defined as occurring when all of the Directors in attendance at the meeting do not disagree with the proposal given for resolve of an issue.

iii. Each Director representing one of the Governments shall have the ability to participate in obtaining consensus.

iv. At-large Directors shall have the ability to express their opinion on issues, but shall not otherwise participate in obtaining consensus.

v. Each Director shall have the ability to participate in forming a consensus, but shall be bound to express the direction of that Director's respective government body when participating.

vi. The Board may adopt by-laws for operational procedures and meeting dates of the Board.

vii. A quorum of at least seven (7) voting Directors will be required to conduct a meeting of the Board.

viii. Meetings of the Board will be adequately noticed in local publications, pursuant to the requirements of the Colorado Open Meetings Act. Meetings of the Board will be open to the public to attend and time will be allotted during each meeting for public comment.

ix. Work or services required to adequately manage the property will be the responsibility of the Board of Directors, and will not be the responsibility of the Governments or their staff. The Board of Directors shall have the ability, if adequately funded, to contract professional services and procure materials and services as necessary to adequately manage the property. The Board of Directors will not have the authority to hire full-time staff for the management or planning of the Property.

c. **Limitations of the Board of Directors.** The Board of Directors has no power to levy taxes. The Board of Directors can not bind any of the Governments to actions required pursuant to decisions, recommendations, resolutions or motions

d. **Stewardship of the Property.** The overall goals of the management of the Property are three-fold:

i. To negotiate for the purchase of the Property on behalf of the Governments and to act as the Owner of the Property until the termination of this Agreement:

ii. To operate the Property in it's existing condition until a comprehensive plan of action is developed to implement a transportation use or uses appropriate and agreeable to all of the Governments, and

iii. To develop and have approved such a comprehensive plan.

The Governments shall continue to recognize any and all existing easements and licenses granted to any of the participating Governments by the existing Owner upon purchase of the Property. If any one Government wishes to utilize all or a portion of the Property for a new or different use within the jurisdiction of that Government, it may do so provided that such a use does not preclude the desired future uses as determined by the Board of Directors. It is the responsibility of the Government proposing this new or different use to prove and otherwise insure that the use will not preclude any desired future use from occurring to the satisfaction of the Board of Directors.

The Governments recognize the potential issues surrounding certain existing physical conditions of the Property, in particular existing and proposed at-grade crossings by public rights-of-way and accesses. Placement, modification, improvement and/or relocation of at-grade crossings will be allowed provided that those improvements follow generally accepted standards and do not result in negatively impacting the primary use of the Property. Attached as Exhibit "B" is an inventory of the Property identifying and locating these at-grade crossings and specific standards to be required of possible improvements.

e. **Development of a Comprehensive Plan.** A Comprehensive Plan for the property (hereinafter the "Plan") must be developed and approved by the Board prior to improvement of the property for public transportation uses. The Plan shall include the following:

i. A listing and description of possible uses for the property, including but not limited to such improvements necessary to place and operate a public transportation system, public trail, and/or access to public lands:

ii. A detailed improvements and operations plan for the ultimate preferred use(s) on the property, including a recommended management and funding strategy.

The Plan shall be integrated and developed in conjunction with other, existing planning processes evolving in the valley, including but not limited to the Basalt to Buttermilk Environmental Impact Statement Transit Feasibility Study, the Snowmass to Aspen Transportation Plan, the Mount Sopris Transportation Project, the Buttermilk to Aspen Environmental Impact Statement and the Glenwood Springs Alternate Route Environmental Assessment.

The Governments further recognize that Pitkin County presently owns approximately eight (8) miles of the Property as described within Exhibit "C". Currently, this portion of the Property is used by the public as a trail and for recreational access, and has been preserved by Pitkin County as a potential transportation corridor. Pitkin County agrees to bind this portion of the Property to the conditions of this Agreement provided that the existing conditions and policies concerning this portion of the Property are kept in force until such a time that the Agreement expires or a comprehensive plan for the Property is approved.

The Governments shall develop, consider and approve the Plan for the Property within thirty-six (36) months of the date this Agreement is signed. Once the Plan for the Property is approved by all participating Governments, this Intergovernmental Agreement will become null and void and a new agreement will be negotiated.

7. **Retention of Property.** The Property will be retained in the Ownership of RFRHA through the life of this Intergovernmental Agreement. An additional agreement concerning sale of the property must be reached after the Plan for the Property is developed and approved.

8. **Entire Agreement.** This Agreement and the exhibits attached hereto contain the entire understanding of the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement may not be modified or amended except by writing, signed by all of the parties hereto.

9. **Counterparts.** This Agreement may be executed in counterparts and, as executed, shall constitute one addendum binding on all parties hereto notwithstanding that all said parties are not signatory to the original or same Agreement.

10. **Recordation.** Upon full execution of this Agreement, the Agreement shall be placed of record in the real property records of the Clerk and Recorder of Pitkin County, Eagle County and Garfield County, Colorado.

11. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

12. **Unenforceable Provision.** If any provision of this Agreement shall be determined to be void by any court or competent jurisdiction, such determination shall not effect any other provision hereof, all of which other provisions shall remain in full force and effect so long as all the material provisions hereof can be performed. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision will have the meaning which renders it valid.

13. **Governing Law.** The interpretation, construction and performance of the Agreement shall be governed by the laws of the State of Colorado. In the event of any litigation, jurisdiction and venue shall be with the Courts of Pitkin County, Eagle County, or Garfield County, Colorado.

14. **Captions.** Paragraph headings are inserted for convenience only and they shall in no way define, limit or prescribe the scope or intent of this Agreement.

15. **Insurance.** RFRHA shall be required to obtain necessary insurance to protect the Property, liability from ownership of the Property, and liability of the Board of Directors. Such insurance may be obtained by purchase or by Intergovernmental Agreement. Such insurance for liability purposes must be in the minimum amounts of the Governmental Immunity Act. Should staff be retained by the Board of Directors, RFRHA must obtain necessary unemployment and worker's compensation insurance.

16. **Compliance With Applicable Laws.** At all times, RFRHA and the Board of Directors of that entity must comply with all provisions of the Colorado Constitution and the Statutes of the State of Colorado.

TERM OF AGREEMENT

To the extent required by Article X, Section 20 of the Constitution of the State of Colorado, this Agreement is subject to annual renewal and appropriation by the parties hereto. To the extent not so required, this agreement shall remain in full force and effect for thirty-six (36) months, and can be renewed for mutually accepted, subsequent terms until the underlying purposes of this Agreement are met. If any or all of the Governments intend not to renew the Agreement, they shall notify the Board of the intent no to renew. Such notification shall be made in writing at least ninety (90) calendar days prior to the end of any term of the Agreement, including any annual term as required by the Constitution of the State of Colorado.

EXECUTION

EXECUTED the date first written above.

BOARD OF COUNTY COMMISSIONERS
PITKIN COUNTY, COLORADO

BOARD OF COUNTY COMMISSIONERS
EAGLE COUNTY, COLORADO

Bob Clark, Chair

Johnette Phillips, Chair

BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO

CITY COUNCIL
GLENWOOD SPRINGS, COLORADO

Bucky Arboney, Chair

Bob Zaneila, Mayor

BOARD OF TRUSTEES
CARBONDALE, COLORADO

Bill Grey, Mayor

BOARD OF TRUSTEES
TOWN OF BASALT, COLORADO

TOWN COUNCIL
SNOWMASS VILLAGE, COLORADO

Richard P. Stevens, Mayor

Jim Hooker, Mayor

COLORADO DEPARTMENT OF TRANSPORTATION
COLORADO TRANSPORTATION COMMISSION

Bernie Bueschner, Commissioner

ATTEST:

APPROVED AS TO FORM:

Jeanette Jones,
Deputy Pitkin County Clerk

Tim Whitsitt,
Pitkin County Attorney

Sara Biscner,
Eagle County Clerk

Jim Fritze,
Eagle County Attorney

Mildred Alsdorf
Mildred Alsdorf,
Garfield County Clerk

Don K. Duford
~~Don K. Duford,~~ Don K. Duford
Garfield County Attorney

Pam Oliveira,
Glenwood Springs City Clerk

Chris Daly, City Attorney,
Glenwood Springs

Kathryn Koch,
Aspen City Clerk

John Worcester,
Aspen City Attorney

Suzanne Carise
Suzanne Carise,
Carbondale Town Clerk

Bob Emerson
Bob Emerson,
Carbondale Town Attorney

Pam Schilling,
Basalt Town Clerk

Sherry Caloia,
Basalt Town Attorney

Trudi Worline,
Snowmass Village Town Clerk

Steven Connor,
Snowmass Village Town Attorney

EXHIBIT "A"

Formula to Split Financial and Ownership Participation

	<u>%</u>	<u>Amount</u>
Aspen	23%	\$ 667,000
Snowmass Village	13%	\$ 377,000
Pitkin County	20%	\$ 580,000
Basalt	1%	\$ 29,000
Eagle County	6%	\$ 174,000
Carbondale	4%	\$ 116,000
Glenwood Springs	16%	\$ 464,000
Garfield County	17%	\$ 493,000
TOTAL	100%	\$2,900,000

EXHIBIT "B"

Existing Inventory of the Property

Standards and Specifications for Improvements to
At-Grade Crossings

ATTEST:

Jeanette Jones.
Deputy Pitkin County Clerk

APPROVED AS TO FORM:

Tim Whitsitt.
Pitkin County Attorney

Sara Fischer.
Eagle County Clerk

Jim Fritze.
Eagle County Attorney

Mildrea Alsdorf.
Garfield County Clerk

Don K. Duford.
Garfield County Attorney

Pam Oliveira.
Glenwood Springs City Clerk

Chris Daly, City Attorney,
Glenwood Springs

Suzanne Cerise.
Carbondale Town Clerk

Bob Emerson.
Carbondale Town Attorney

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EXECUTION

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BOARD OF COUNTY COMMISSIONERS
EAGLE COUNTY, COLORADO


James E. Johnson, Jr., Chair

CITY COUNCIL
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COLORADO TRANSPORTATION COMMISSION

Bernie Buescher, Commissioner

ATTEST:

APPROVED AS TO FORM:

Jeanette Jones.
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Tim Whitsitt.
Pitkin County Attorney

Sara Fisher 1/27/98
Eagle County Clerk



Jim Fritze
Eagle County Attorney

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Garfield County Clerk

Don K. Duford.
Garfield County Attorney

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Glenwood Springs City Clerk

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Glenwood Springs

Kathryn Koch.
Aspen City Clerk

John Worcester.
Aspen City Attorney

Suzanne Cerise.
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Bob Emerson.
Carbondale Town Attorney

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Bucky Aroaney, Chair

Bob Zaneila, Mayor

CITY COUNCIL
CITY OF ASPEN, COLORADO

BOARD OF TRUSTEES
CARBONDALE, COLORADO

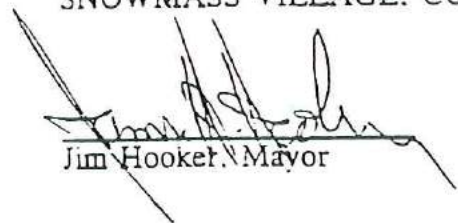
John Bennett, Mayor

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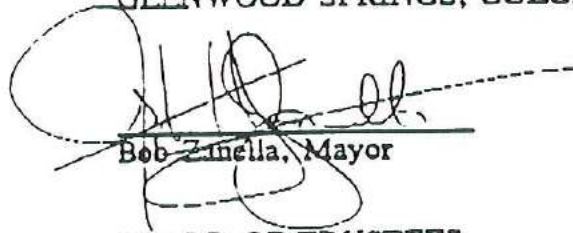
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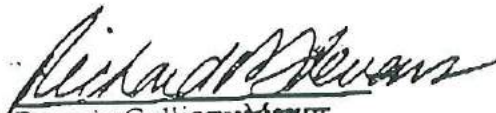
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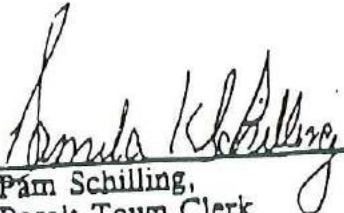
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Michael C. Ireland, Chairman

Johnette Phillips, Chair

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COLORADO TRANSPORTATION COMMISSION

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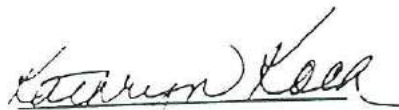
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Bob Child, Chair

Johnette Phillips, Chair

BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO

CITY COUNCIL
GLENWOOD SPRINGS, COLORADO

Marian I. Smith 7-8-96

~~Bucky Arboney, Chair~~
MARIAN I. Smith

Bob Zancila, Mayor

CITY COUNCIL
CITY OF ASPEN, COLORADO

BOARD OF TRUSTEES
CARBONDALE, COLORADO

John Bennett, Mayor

[Signature]

Bill ~~...~~, Mayor

BOARD OF TRUSTEES
TOWN OF BASALT, COLORADO

TOWN COUNCIL
SNOWMASS VILLAGE, COLORADO

Patrick Collins, Mayor

Jim Hooker, Mayor

FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

**BETWEEN PITKIN COUNTY, EAGLE COUNTY,
THE CITY OF GLENWOOD SPRINGS, THE CITY OF ASPEN,
THE TOWN OF CARBONDALE, THE TOWN OF BASALT, AND
THE TOWN OF SNOWMASS VILLAGE,
CONCERNING THE PURCHASE AND PUBLIC OWNERSHIP OF THE
ASPEN BRANCH OF THE DENVER AND RIO GRANDE WESTERN
RAILROAD RIGHT-OF-WAY**

PARTIES

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RECITALS

WHEREAS, the Governments are duly constituted governmental entities governed by Boards or Councils elected by qualified electors of the counties, cities and towns mentioned above, all of which are located in Colorado; and,

WHEREAS, the Governments, desirous of cooperating in the purchase and ownership of a portion of what is known as the Aspen Branch of the Denver and Rio Grande Western Railroad right-of-way (the "Property"), did enter into an Intergovernmental Agreement dated December 31, 1994, to create the Roaring Fork Railroad Holding Authority. The purchase will satisfy the mutual, immediate goal of retaining the Property for the good of the general public, and will allow for the development of a comprehensive plan for the highest and best public use of the Property. The primary use for the Property under this future plan shall be as a public transportation corridor. Secondary uses can include recreational opportunities and access to adjacent public lands, provided that these secondary uses do not preclude the primary use as a public transportation corridor; and,

WHEREAS, on December 22, 1995, a Letter of Intent was executed by representatives of the Southern Pacific Transportation Company and the Roaring Fork Railroad Holding

Authority setting forth the general terms and conditions under which the owner of the Property would be willing to sell the Property; and.

WHEREAS, on October 3, 1996, the Southern Pacific Transportation Company, as Seller, and the Roaring Fork Railroad Holding Authority, as Purchaser, entered into a Purchase and Sale Agreement for the Property, specifically conditioned on the Roaring Fork Railroad Holding Authority's ability to raise \$8,500,000.00 to purchase the Property; and,

WHEREAS, the Roaring Fork Railroad Holding Authority has been able to raise the requisite purchase price from a number of local and state sources which are subject to certain conditions which must be acknowledged and approved by the Governments, all as more specifically described herein below; and,

WHEREAS, the Roaring Fork Railroad Holding Authority is comprised of multiple governmental entities and several of the aforementioned funding sources, in an effort to coordinate the communication among the various governmental entities and the granting agencies and to facilitate the fiscal responsibilities and conditions of the grant, have requested that an agent be appointed to administer the grants on behalf of the Roaring Fork Railroad Holding Authority; and,

WHEREAS, the Governments desire by this Agreement to approve the receipt of said funds and the concomitant conditions attached to the various funding grants and to appoint Pitkin County as the agent to act on behalf of the Roaring Fork Railroad Holding Authority to administer the various grants and grant conditions, subject to the terms and conditions of this Intergovernmental Agreement as it currently reads or as may be amended from time to time; and,

WHEREAS, the Governments desire to extend the time in which the Roaring Fork Railroad Holding Authority shall develop a comprehensive plan for the uses of the Property; and,

WHEREAS, The Boards, Councils and Commission of the respective governments are authorized to execute this Intergovernmental Agreement on behalf of the Governments; and,

WHEREAS, This Agreement will abide by and comply with all constitutional requirements concerning state and local government expenditures and procedures; and,

WHEREAS, the Governments have determined it is in the best interests of the citizens of the Roaring Fork Valley to enter into this First Amended Intergovernmental Agreement.

NOW, THEREFORE, the Governments do hereby approve of the Intergovernmental Agreement, as amended, as follows:

OBLIGATIONS OF PARTIES

1. **Purpose.** The purpose of the original Intergovernmental Agreement and this First Amended Intergovernmental Agreement is to establish a cooperative agreement between the Governments that establishes an entity known as the Roaring Fork Railroad Holding Authority (RFRHA). The purpose of the RFRHA is to pursue the successful purchase of the Property from the current owner, and, to the extent permitted by the Constitution and the Laws of the State of Colorado, to hold title to the Property and to manage and plan for the use of the Property for the benefit of the general public. RFRHA shall have the authority to sue and to be sued. Notwithstanding anything to the contrary contained in this Agreement, upon the purchase of the Property, the Property will continue to be managed as necessary to carry out existing uses and to implement requirements imposed under the ICC Termination Act, related statutes, regulations and orders of the federal Surface Transportation Board, and to maintain the Property in a reasonable and prudent fashion. In addition, the Property shall be maintained and operated so as to not prejudice any rights to the receipt of additional federal funding which may require as a condition of its receipt compliance with the National Environmental Protection Act or similar federal environmental statutes and regulations. To the extent provided by Colorado law, RFRHA shall maintain, operate and keep open a public trail within the Property that meets the definition of a "public highway legally established" as used in 43 U.S.C. Section 912 and all regulations promulgated thereunder and within the meaning of a "public highway" as defined in C.R.S. 43-2-201. Notwithstanding any language to the contrary contained in this Agreement or appended exhibits incorporated by reference shall be read or understood to mean that any portion of the Property shall be altered, changed or designated as a "park" within the meaning of Section 4(f) of the Department of Transportation Act or Section 138 of the Federal-Aid Highway Act, until such time as the Comprehensive Plan contemplated herein is completed and the RFRHA Board of Directors passes a resolution designating portions of the Property as "parklands."

2. **Participation in the Purchase.** The Governments agree that participation in the local funding of the ultimate purchase of the Property will not exceed Two-Million, Nine-Hundred Thousand (\$2,900,000.00) dollars. The split of local financial participation between the governments for the purchase of the Property, by prior agreement, is as follows:

City of Aspen	\$667,000.00	23 %
Snowmass Village	\$377,000.00	13 %
Pitkin County	\$580,000.00	20 %
Basalt	\$ 29,000.00	1 %
Eagle County	\$174,000.00	6 %
Carbondale	\$116,000.00	4 %
Glenwood Springs	\$464,000.00	16 %
Garfield County	\$493,000.00	17 %

The money for funding Pitkin County's, the City of Aspen's, and the Town of Snowmass Village's cost sharing as described above will come from the 1/2-cent Sales and Use Tax for transportation approved by the voters of Pitkin County.

3. Authorization to Purchase Property. The Roaring Fork Railroad Holding Authority is hereby authorized to purchase the Property, to execute that certain Purchase and Sale Agreement dated October 3, 1996, between the Southern Pacific Transportation Company as Seller, and the Roaring Fork Railroad Holding Authority, as Purchaser, and to hold title to the Property in accordance with the terms and conditions of this Agreement. A copy of the Purchase and Sale Agreement is appended hereto as Exhibit "A."

4. Ownership of the Property. The Roaring Fork Railroad Holding Authority shall purchase the Property from the current owner based on the level of participation defined above. The Roaring Fork Railroad Holding Authority shall not sell, liquidate, transfer or encumber the Property without the consent of all the Governments who are its voting members at the time, except to the extent that the Property needs to be encumbered to comply with the grant conditions referenced at Section 5. below.

5. Authorization to Receive Funding Grants for Purchase Price.

A. The Legacy Project Grant Agreement awarded on November 4, 1996, to Pitkin County on behalf of the Roaring Fork Railroad Holding Authority in the amount of \$2,000,000.00 by the State Board of the Great Outdoors Colorado Trust Fund is hereby acknowledged and the Governments hereby approve, accept, and agree to be bound by the terms and conditions of the Grant Agreement, the "Standard Conditions for Nonprofit and Local Government Open Space Acquisition Projects" which are appended to the Legacy Project Grant Agreement, other exhibits appended to the Grant Agreement, and the terms and conditions of the Conservation Easement referenced in the Grant Agreement. In accordance with Section III of the Legacy Project Grant Agreement the Governments hereby consent to the designation of Pitkin County as the sole and exclusive agent for administering the Legacy Project Grant Agreement. Pitkin County, as agent for RFRHA shall not agree to amend the Legacy Grant Agreement or any of the conditions to the grant agreement without the consent of all voting members of RFRHA. A copy of the Legacy Project Grant Agreement is appended hereto as Exhibit "B".

B. The Intergovernmental Agreement between the State of Colorado for the use and benefit of the Department of Transportation and Pitkin County and the City of Aspen (the "CDOT Intergovernmental Agreement") in which the State of Colorado has agreed to contribute \$3,000,000.00 towards the purchase of the Property is hereby acknowledged and the Governments, in accordance with section II B of the CDOT Intergovernmental Agreement, hereby consent to having Pitkin County and the City of Aspen act as the agent to receive and expend said funds on behalf of the Roaring Fork Railroad Holding Authority. A copy of the CDOT Intergovernmental Agreement is appended hereto as Exhibit "C".

C. The Agreement between The County of Eagle and The County of Pitkin, dated January 8, 1997, is hereby acknowledged and the Governments hereby consent to having Pitkin County act as the fiscal agent to receive and expend grant funds in the amount of \$100,000.00 on behalf of the Roaring Fork Railroad Holding Authority. A copy of the Agreement is appended hereto as Exhibit "D".

D. Ordinance No 97-7, as amended, of the Board of County Commissioners of Pitkin County authorizing the acquisition of an interest in a conservation easement over the Property located in Pitkin County in return for a grant in the sum of \$500,000.00 is hereby acknowledged and the Governments hereby consent to the conditions contained in the Ordinance relating to the establishment of a conservation easement. A copy of the Ordinance is appended hereto as Exhibit "E".

E. The Agreement between the County of Garfield and the Roaring Fork Railroad Holding Authority dated 6/30/97, is hereby acknowledged and the Governments hereby consent to having Pitkin County act as the fiscal agent to receive and expend the grant funds in the amount of \$500,000.00 on behalf of the Roaring Fork Railroad Holding Authority. The Governments hereby consent to the conditions contained in the Grant Agreement. A copy of the Grant Agreement is appended hereto as Exhibit "F".

F. The Funding Agreement between the Park Trust, Ltd., d/b/a/ Aspen Valley Land Trust and the Roaring Fork Railroad holding Authority dated _____, is hereby acknowledged and the Governments hereby consent to the terms and conditions of said agreement relating to the establishment, maintenance and use of a fund as set forth therein. A copy of the Funding Agreement is appended hereto as Exhibit "G".

6. Management of the Property.

a. **RFRHA Board of Directors.** The Property shall be managed, and use and planning for the Property shall be overseen by the Governments through a Board of Directors (the "Board"). Said Board shall oversee the use and ownership of the property. The Board shall consist of twelve (12) Directors, one (1) each from the seven (7) Governments participating in this Intergovernmental Agreement, two (2) citizen at-large members selected by the Board of Directors, one member selected by the Pitkin County Open Space Board, one member selected by the Garfield County Board of County Commissioners, and one member selected by the Colorado Transportation Commission. Each of the two at-large members shall reside in and therefore represent the two counties participating in this Agreement.

b. Powers and Responsibilities of the Board of Directors.

i. The Board shall meet on at least a quarterly basis to discuss matters concerning the management and operation of the Property, and will make decisions effecting this management and operation by consensus.

ii. Consensus is defined as occurring when no less than seventy-five percent (75%) of voting eligible Directors in attendance at a meeting agree on a matter taken to a vote for the resolution of an issue or otherwise requires unanimous consent of all eligible voting Directors as set forth herein (See Section 6.b.x, - budget and expenditures, Section 6.b.xi. - adoption of Comprehensive Plan, Section 22 - amendments to Agreement).

iii. Each Director representing one of the Governments shall have the ability to participate in obtaining consensus (voting Directors). All voting Directors shall be eligible to vote on all matters unless the governmental entity which the Director represents has withdrawn from participation in the operation and management of the Roaring Fork Railroad Holding Authority as provided in Section 11 hereof.

iv. At-large Directors, the Open Space Board Director, the Garfield County Director, and the Colorado Transportation Commission Director shall have the ability to express their opinion on issues, but shall not otherwise participate in obtaining consensus. (non-voting Directors)

v. Each voting Director shall have the ability to participate in forming a consensus, but shall be bound to express the direction of that Director's respective government body when participating.

vi. The Board may adopt by-laws for operational procedures and meeting dates of the Board.

vii. A quorum of at least five (5) voting eligible Directors will be required to conduct a meeting of the Board, unless the number is reduced in accordance with Section 11, below.

viii. Meetings of the Board will be adequately noticed in local publications, pursuant to the requirements of the Colorado Open Meetings Act. Meetings of the Board will be open to the public to attend and time will be allotted during each meeting for public comment.

ix. Work or services required to adequately manage the property will be the responsibility of the Board of Directors, and will not be the responsibility of the Governments or their staff. The Board of Directors shall have the ability, if adequately funded, to contract professional services and procure materials and services as necessary to adequately manage the property. The Board of Directors will not have the authority to hire full-time staff for the management or planning of the Property. The Board of Directors may, however, appoint a subcommittee of its members to approve the expenditure of funds to maintain the Property in its current condition and to provide necessary services to manage and operate the Property for its currently existing uses; provided, however, that available funds have been budgeted and approved for this general purpose by the Board of Directors.

x. The Board of Directors shall annually submit a budget to the individual governmental entities comprising the Roaring Fork Railroad Holding Authority for their individual approval of their contributions and funding of said budget. The review and approval of said budget shall fully comply with applicable Colorado local budgetary laws. Pursuant to C.R.S. 29-1-103(1) a separate budget need not be adopted for RFRHA since financial activities shall be fully reported in the budgets of the individual Governments. Notwithstanding any provision in this Agreement to the contrary, the Roaring Fork Railroad Holding Authority budget and any expenditure of funds based on said budget shall not be approved without the affirmative vote of all eligible voting Directors.

xi. Notwithstanding any provision in this Agreement to the contrary, the Roaring Fork Railroad Holding Authority may approve a Comprehensive Plan for development and use of the railroad corridor or amend such Plan only with the affirmative vote of all eligible voting Directors and in a manner that is consistent with the grant conditions referenced at Section 5, above.

c. **Limitations of the Board of Directors.** The Board of Directors has no power to levy taxes. The Board of Directors can not bind any of the Governments to actions required pursuant to decisions, recommendations, resolutions or motions. The Board of Directors shall take no action that would prevent the RFRHA from fulfilling its obligations to existing uses on the Property or to implement requirements imposed by the ICC Termination Act, related statutes, regulations and orders of the Surface Transportation Board. The Board of Directors shall take no action that would prevent the Roaring Fork Railroad Holding Authority from fulfilling its obligations to the funding sources referenced at Section 5, above.

d. **Stewardship of the Property.** The overall goals of the management of the Property are three fold:

i. To cooperate with the Governments to ensure compliance with the grant conditions from the various funding sources described above.

ii. To operate the Property in its existing condition until a Comprehensive Plan of action is developed to implement a transportation use or uses appropriate and agreeable to all of the Governments, and

iii. To develop and have approved such a Comprehensive Plan.

The Governments shall continue to recognize any and all existing easements and licenses granted to any of the participating Governments and third parties by the existing Owner upon purchase of the Property. If any one Government wishes to utilize all or a portion of the Property for a new or different use not enumerated in the Comprehensive Plan and within the jurisdiction of that Government, it may do so provided that such a use is approved by the Board of Directors of the Roaring Fork Railroad Holding Authority, does not preclude the desired future uses as determined by the Board of Directors, and is consistent with the

obligations imposed by the funding sources referenced at Section 5, above. It is the responsibility of the Government proposing this new or different use to prove and otherwise insure that the use will not preclude any desired future use from occurring to the satisfaction of the Board of Directors.

The Governments recognize the potential issues surrounding certain existing physical conditions of the Property, in particular existing proposed at-grade crossings by public right-of-way and access. Placement, modification, improvement and/or relocation of at-grade crossings will be allowed provided that those improvements follow generally accepted standards, do not result in negatively impacting the primary use of the Property, and are consistent with the grant conditions from the various funding sources described above. Attached as Exhibit "H" is an inventory of the Property identifying certain crossings, accesses, and uses along the Property (the "Access Plan"). This Access Plan shall assist the Roaring Fork Railroad Holding Authority in identifying current uses of the corridor, and in the adoption of the Comprehensive Plan. Notwithstanding any language to the contrary herein, nothing in this Agreement shall be construed or interpreted to mean that any illegal crossings, trespass, uses, unauthorized encroachments or homesteads upon the Property are being legalized or approved by the adoption of this Agreement.

e. **Development of a Comprehensive Plan.** A Comprehensive Plan for the property (hereinafter the "Plan") shall be developed and approved by the RFRHA Board of Directors prior to improvement of the Property for public transportation uses. The parties hereto acknowledge that the Property is currently being used for certain purposes (rail transportation, utility easements, crossings for access to adjacent properties and related purposes.) Consistent with the Purpose section of this Agreement, it is not the intent of the parties hereto to interfere with the legal obligations attendant to the operation of a rail transportation corridor or the legal rights of tenants or grantees of easements upon the Property. The Plan shall include the following:

- i. A listing and description of possible uses for the property, including but not limited to such improvements necessary to place and operate a public transportation system, public trail, and/or access to public lands;
- ii. A detailed improvements and operations plan for the ultimate preferred use(s) on the property, including a recommended management and funding strategy; and
- iii. An interim plan which incorporates the interim use of the rail corridor for a temporary trail following approval from the Surface Transportation Board of a certificate of interim trail use pending the re-establishment of rail service.

The Plan shall be integrated and developed in conjunction with other, existing or contemplated planning processes evolving in the valley, including but not limited to the Basalt to Buttermilk Environmental Impact Statement Transit Feasibility Study, the Snowmass to Aspen Transportation Plan, the Mount Sopris Transportation Project, the Buttermilk to Aspen Environmental Impact Statement, the Glenwood Springs Alternate Route Environmental Assessment, and any environmental clearances required by current or future funding sources.

The governments further recognize that Pitkin County presently owns approximately eight (8) miles of the Property as described within Exhibit "I". Currently, this portion of the Property is used by the public as a trail and for recreational access, and has been preserved by Pitkin County as a potential transportation corridor. Pitkin County agrees to bind this portion of the Property to the conditions of this Agreement provided that the existing conditions and policies concerning this portion of the Property are kept in force until such a time that the Agreement expires or a Comprehensive Plan for the Property is approved. Notwithstanding anything to the contrary in the preceding paragraph, this Amended Intergovernmental Agreement shall not be construed or interpreted as a conveyance of the Pitkin County property described above to the Roaring Fork Railroad Holding Authority.

The Governments shall develop, consider and approve the Comprehensive Plan for the Property within twenty-four (24) months of the date of this Amended Agreement is signed, unless the Governments mutually agree to extend the time period for the formulation and adoption of such a Plan. The adoption of a Comprehensive Plan and any amendments thereto shall be consistent with the grant conditions set forth in the grant documents referenced at section 5, above. It is anticipated that when the Comprehensive Plan for the Property is approved by all participating Governments, a new Intergovernmental Agreement will be negotiated and become effective to implement the Comprehensive Plan.

7. Agreement to Share Expenses. The parties hereto recognize that upon the purchase of the Property there will be certain ongoing operational expenses associated with the ownership and management of the Property. These expenses may include, but are not limited to, the annual costs of maintaining the Property in its existing condition, the cost to insure the Property against general liabilities, the cost of developing a Comprehensive Plan, costs associated with obtaining requisite governmental permits, licenses, and environmental clearances, legal fees to defend title and current uses, the repayment of grant funds in the event grant conditions are not met, and miscellaneous management costs. The parties hereto agree to share in the operational expenses described above in a proportion equal to the following percentages (based upon the percentage of financial participation set forth at Section 2, above); provided that all such costs and expenses have been budgeted and thereafter approved by the Roaring Fork Railroad Holding Authority's Board of Directors in accordance with Section 6.b.x, above:

City of Aspen	27.7%
Snowmass Village	15.7
Pitkin County	24.1

Basalt	1.2
Carbondale	4.8
Eagle County	7.2
Glenwood Springs	19.3

The payment of expenses by individual governmental entities is specifically subject to annual budgeting and appropriations of the individual governmental entities. The parties may by mutual consent alter the proportionate share of specific expenses incurred by the Roaring Fork Railroad Holding Authority without the need to amend this Agreement, provided that all Governments consent in writing to a proposed change in the expense formula described above.

The money for funding Pitkin County's, the City of Aspen's, and the Town of Snowmass Village's cost sharing as described above shall be funded from the 1/2 cent Sales and Use Tax for mass transportation approved by the voters of Pitkin County to the extent that such expenses may legally be paid from that source and subject to annual budgeting and appropriations by the individual governmental entities.

The parties hereto recognize that the operational expenses associated with the ownership and management of the Property cannot be estimated at this time with any degree of certainty and that one or more governmental entities may not be able to financially contribute their share of these expenses following the purchase of the Property. In the event that a party to this Agreement elects not to financially contribute its share of operational and management expenses, it may voluntarily withdraw as provided in Section 11, below.

The parties hereto also recognize that Article X, Section 20, of the Colorado Constitution places certain limitations on the fiscal year spending of local governments. For purposes of such provision, the parties hereto agree and declare that the Roaring Fork Railroad Holding Authority shall not be considered to be an entity separate from the Governments which have created it and any and all fiscal year spending by the Roaring Fork Holding Authority, including the payment of the purchase price of the Property as set forth in Section 2 hereof, shall be treated solely as the fiscal year spending of the individual Governments. The receipt and expenditure of grants and any other revenues not contributed by the Governments shall be treated solely as the fiscal year spending of the individual Government appointed as agent for the administration of such revenue or grant. Pursuant to Section 29-1-603(1), C.R.S., a separate audit of RFRHA shall not be required since its financial activities will be reported in the audits of the individual Governments.

8. Liability. It is the intent of the parties that RFRHA, as a separate legal entity, shall enjoy the immunities granted by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, and other applicable law, to the fullest extent permitted by law. No term or condition of this agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits, or protection provided to RFRHA and the Governments under the Colorado Governmental Immunity Act as amended or as it may be amended in the future, including, without limitation, any amendments to such

statute, or under similar statute which is subsequently enacted ("CGIA"). It is understood, agreed, and intended by the parties hereto that liability for claims and injuries to persons or property arising out of the negligence of Roaring Fork Railroad Holding Authority, its directors, members, officials, agents, attorneys, and employees is controlled and limited by the provisions of the CGIA. No provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Roaring Fork Railroad Holding Authority, its directors, members, officers, agents, attorneys, and employees.

Except as may be required by the grant conditions imposed by the funding sources referenced at Section 5, above, the debts, liabilities and obligations of the Roaring Fork Railroad Holding Authority shall not be the debts, liabilities or obligations of the Governments; nor shall the debts, liabilities or obligations of the Governments be the debts, liabilities or obligations of the Roaring Fork Railroad Holding Authority. Any contracts entered into by the Roaring Fork Railroad Holding Authority shall include a reference to this paragraph.

9. Insurance. The Roaring Fork Railroad Holding Authority shall procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed pursuant to Section 8, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The insurance obtained shall be in amounts and the type necessary to conform with the Roaring Fork Holding Authority's contractual obligations, to comply with state and federal statutes, and as further deemed appropriate by the Board of Directors, but in no case shall the amounts of insurance coverage be less than the limits set forth in the Colorado Governmental Immunities Act as it may be amended from time to time, Section 24-10-101, *et seq.*, C.R.S. The Roaring Fork Railroad Holding Authority shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types. The parties hereto are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities, and protections provided by the Governmental Immunities Act.

10. Retention of the Property. The Property will be retained in the Ownership of the Roaring Fork Railroad Holding Authority through the life of this Intergovernmental Agreement. Upon adoption of the Comprehensive Plan contemplated by this Agreement, a new Intergovernmental Agreement shall be entered into by the parties to implement the Comprehensive Plan. The Property shall be retained or transferred in accordance with the subsequent Intergovernmental Agreement.

11. Withdrawal. In the event that a governmental entity desires to withdraw from participating in the operation and management of the Property as contemplated herein, then said governmental entity may withdraw upon thirty (30) days written notice to the RFRHA Board of Directors. Upon withdrawing from participating in the operation and management of the Property, the governmental entity may continue to be represented on the RFRHA, but its

representative on the Board of Directors shall not be eligible to vote on matters before the Board and shall forfeit its right to approve the annual budget of the RFRHA. If one or more governmental entities withdraw(s) from participating, the number of Directors required for a quorum as set forth at Section o.b.vii. shall be reduced by the number of governmental entities withdrawing. Any governmental entity that has withdrawn from participating in the operation and management of the Property and has thus forfeited its right to vote may, at any time, petition the Roaring Fork Railroad Holding Authority to have its voting rights reinstated. The Roaring Fork Railroad Holding Authority may, upon the affirmative vote of all eligible voting Directors, reinstate the petitioning governmental entity's voting rights subject to such conditions as the Board of Directors may determine including, but not limited to, the payment of a portion or all of the petitioning governmental entity's outstanding share of expenses.

12. Garfield County. The parties hereto recognize that Garfield County was a signatory to the original Intergovernmental Agreement which will be replaced by this Amended Intergovernmental Agreement. The parties understand that Garfield County chose not to agree to this Amended Intergovernmental Agreement as it did not wish to commit to the financial obligations set forth herein for the participating Governments. The parties hereto desire to have Garfield County participate in the management of the property and earnestly desire that Garfield County will be able in the future to reconsider its decision not to become a signatory to this Amended Intergovernmental Agreement. Accordingly, the parties hereto agree that Garfield County shall be considered as a governmental entity that has withdrawn from participation as set forth in Section 11 above, and which may in accordance with said section, petition the Roaring Fork Railroad Holding Authority at any time in the future to have its voting rights reinstated on a par with the participating Governments.

13. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire understanding of the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement may not be modified or amended except by writing, signed by all of the parties hereto.

14. Counterparts. This Agreement may be executed in counterparts and, as executed, shall constitute one addendum binding on all parties hereto notwithstanding that all said parties are not signatory to the original or same Agreement.

15. Recordation. Upon full execution of this Agreement, the Agreement shall be placed of record in the real property records of the Clerk and Recorder of Pitkin County, Eagle County and Garfield County, Colorado.

16 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

17 Unenforceable Provision. If any provision of this Agreement shall be determined to be void by any court or competent jurisdiction, such determination shall not effect any other provision hereof, all of which other provisions shall remain in full force and

effect so long as all the material provisions hereof can be performed. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision will have the meaning which renders it valid.

18. Governing Law. The interpretation, construction and performance of the Agreement shall be governed by the laws of the State of Colorado. In the event of any litigation, jurisdiction and venue shall be with the Courts of Pitkin County, Eagle County, or Garfield County, Colorado.

19 Captions. Paragraph headings are inserted for convenience only and they shall in no way define, limit or prescribe the scope or intent of this Agreement.

20 Compliance With Applicable Laws. At all times, RFRHA and the Board of Directors of that entity must comply with all provisions of the Colorado Constitution and the Statutes of the State of Colorado.

21. Effective date. This First Amended Intergovernmental Agreement shall take effect on and as of the date of the closing for the purchase of the Property. Upon the effective date of this First Amended Intergovernmental Agreement, it shall replace the original Intergovernmental Agreement and the original Intergovernmental Agreement shall no longer be valid.

22. Amendments to this Agreement. Amendments to this Agreement shall require the consent of all of the parties hereto.

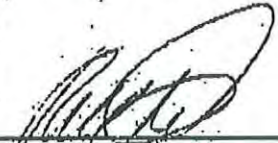
TERM OF AGREEMENT

To the extent required by Article X, Section 20 of the Constitution of the State of Colorado, the financial obligations of the parties pursuant to this Agreement are subject to annual renewal and appropriation by the parties hereto. This agreement shall remain in full force and effect until such time as a new Intergovernmental Agreement is executed, but in no event shall this Agreement terminate before an agreement is reached between the parties for the proper disposition of the Property.

EXECUTION



EXECUTED the date first written above.

BOARD OF COUNTY COMMISSIONERS
PITKIN COUNTY, COLORADO




Bill Tuxte, Chair

BOARD OF COUNTY
COMMISSIONERS OF
EAGLE COUNTY, COLORADO

Barrette Phillips, Chair

CITY COUNCIL
GLENWOOD SPRINGS, COLORADO



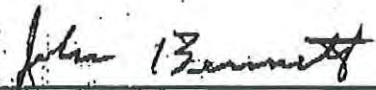
Marc Adler, Mayor

BOARD OF TRUSTEES
TOWN OF SNOWMASS VILLAGE
COLORADO



Ted Grenda, Mayor

CITY COUNCIL
CITY OF ASPEN, COLORADO




John Bennett, Mayor

BOARD OF TRUSTEES
CARBONDALE, COLORADO



S. Randall Vanderhurst, Mayor

BOARD OF TRUSTEES
TOWN OF BASALT, COLORADO



Rick Stevens, Mayor

ATTEST:

Silvia Davis
Silvia Davis,
Pitkin County Clerk

APPROVED AS TO FORM:

John Ely
John Ely,
Pitkin County Attorney

Sara J. Fisher
Sara Fisher,
Eagle County Clerk



James R. Fritze
Jim Fritze,
Eagle County Attorney

Robin Clemons
Robin Clemons,
Glenwood Springs City Clerk

Teresa Williams
Teresa Williams,
Glenwood Springs

Kathryn Kook
Kathryn Kook,
Aspen City Clerk


John P. Worcester
John P. Worcester,
Aspen City Attorney

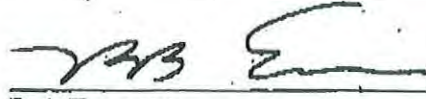
Trudi Worline
Trudi Worline
Snowmass Village Town Clerk

Stephen R. Connor
Stephen R. Connor
Snowmass Village Attorney

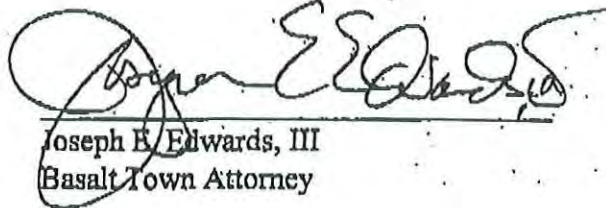
ATTEST:

APPROVED AS TO FORM


Suzanne Cerise
Carbondale Town Clerk


Bob Emerson
Carbondale Town Attorney


Pamela Schilling
Basalt Town Clerk


Joseph E. Edwards, III
Basalt Town Attorney



EXECUTION COPY

**ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

by and among

CITY OF ASPEN, COLORADO

TOWN OF BASALT, COLORADO

TOWN OF CARBONDALE, COLORADO

EAGLE COUNTY, COLORADO

CITY OF GLENWOOD SPRINGS, COLORADO

PITKIN COUNTY, COLORADO

and

TOWN OF SNOWMASS VILLAGE, COLORADO

Dated as of September 12, 2000

providing for the creation of

**the "Roaring Fork Transportation Authority" as a Rural Transportation
Authority pursuant to the Colorado Rural Transportation Authority Law,
Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.**

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**ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

THIS ROARING FORK TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of September 12, 2000 by and among **CITY OF ASPEN, COLORADO; TOWN OF BASALT, COLORADO; TOWN OF CARBONDALE, COLORADO; EAGLE COUNTY, COLORADO; CITY OF GLENWOOD SPRINGS, COLORADO; PITKIN COUNTY, COLORADO;** and **TOWN OF SNOWMASS VILLAGE, COLORADO** (the "Initial Signatories").

RECITALS

WHEREAS, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended (the "Act"), Colorado counties and municipalities are authorized to establish, by contract, rural transportation authorities, which, upon the satisfaction of the conditions set forth in Section 2.01 hereof, are authorized to finance, Construct, operate and maintain rural transportation systems; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Initial Signatories are counties and municipalities located in or near the Roaring Fork River Valley in west-central Colorado that desire to form a rural transportation authority pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating and maintaining rural transportation systems consisting of the Authorized Transportation Projects described herein; and

WHEREAS, in 1976, Pitkin County began providing regional public transit services in the Roaring Fork Valley in west-central Colorado; and

WHEREAS, the Roaring Fork Transit Agency ("RFTA") was created in 1983 by an intergovernmental agreement between the City of Aspen and Pitkin County that merged their separate transit services in order to achieve greater operating efficiencies; and

WHEREAS, upon its creation, RFTA assumed responsibility for providing regional transit services in cooperation with local governments throughout the Roaring Fork Valley; and

WHEREAS, approximately half of RFTA's annual ridership, service miles and costs are associated with regional public transit services, and regional ridership increased by 134% from 1991 through 1998; and

WHEREAS, 20-year regional population projections indicate that improved and expanded regional transit services will be even more necessary in the future to reduce automobile congestion, maintain the quality of life and preserve the environment; and

WHEREAS, specialized transportation services promote independent living for the frail, elderly and the disabled by providing essential links to a variety of medical, social and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, current funding mechanisms are inadequate to maintain and improve regional transit services; and

WHEREAS, the Initial Signatories began working together on the goal of forming a regional transportation authority in the fall of 1996, which work included support for the enactment of the Act; and

WHEREAS, the Initial Signatories formed a policy committee (the "Policy Committee") in January 2000 which has met in at least eight meetings to consider the interests of the Initial Signatories, a public opinion survey and other technical information, and the recommendations of a specially formed citizen's committee; and

WHEREAS, following consideration of all relevant information, the Policy Committee specified the terms of this Agreement; and

WHEREAS, various drafts of this Agreement have been reviewed by and refined based on comments received from and extensive discussions with the Governing Bodies of each of the Initial Signatories and citizens who participated in a series of public hearings held throughout the Roaring Fork River Valley.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in section 602 of the Act: "Bond," "Construct," "Construction," "County," "Municipality," "Person," "Rural Transportation Activity Enterprise," "Rural Transportation System" and "State."

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"Act" is defined in the Recitals hereto.

“*Advisory Committee*” means two or more persons appointed by the Board pursuant to Article IV hereof for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.

“*Agreement*” means this Roaring Fork Transportation Authority Intergovernmental Agreement, as amended from time to time in accordance with the terms hereof.

“*Alternate Director*” means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

“*Authority*” means the Roaring Fork Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a rural transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

“*Authority Sales Tax*” means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with section 6.05(1)(i) of the Act.

“*Authorized Transportation Projects*” means the Rural Transportation Systems described in Section 2.02 hereof, as such term may be amended from time-to-time in accordance with Article XII hereof.

“*Basalt Question*” is defined in Section 2.04(a) hereof.

“*Board*” means the Board of Directors of the Authority.

“*Boundaries*” means the boundaries of the Authority determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Article XII hereof.

“*Carbondale Question*” is defined in Section 2.04(a) hereof.

“*Citizen Advisory Committee*” means the special Advisory Committee described as such in Article IV hereof.

“*Corridor Investment Study*” means the West Glenwood Springs to Aspen Corridor Investment Study/Environmental Impact Statement.

“*Denver Rio Grande Right-of-Way*” means the 34-mile transportation/recreation corridor that varies in width from 50 to 200 feet extending from downtown Glenwood Springs to Woody Creek, Colorado that is owned by RFRHA and/or the members of RFRHA and is the subject of the Corridor Investment Study.

“*Director*” means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member’s Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

“*Division of Local Government*” means the Division of Local Government in the State Department of Local Affairs.

“*Eagle County 0.5% Transportation Sales Tax*” means the sales tax levied by Eagle County pursuant to Resolution No. 95-95 of the Board of County Commissions of Eagle County, as such resolution has been or may be amended from time to time.

“*Glenwood Springs Question*” is defined in Section 2.04(a) hereof.

“*Governing Body*” means, when used with respect to a Member, the city council, board of trustees, board of commissioners or other legislative body, as appropriate, of such Member.

“*Initial Authority Sales Tax*” means the Authority Sales Tax described in Section 7.01(a) hereof.

“*Initial Boundaries*” means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

“*Initial Members*” means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 hereof.

“*Initial Signatories*” means the Municipalities and Counties that are signatories to this Agreement in its original form.

“*Intergovernmental Relations Statute*” is defined in the Recitals hereto.

“*Member*” means (a) the Initial Members and (b) the State or any Municipality or County that becomes a member of the Authority pursuant to Section 9.03 hereof.

“*Officer*” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“*Pitkin County Question*” is defined in Section 2.04(a) hereof.

“*Pitkin County Transportation Sales Taxes*” means (a) the sales tax levied by Pitkin County pursuant to Resolution No. 83-29, Series 1983, Resolution 85-45, Series 1985, and Resolution No. 85-46 of the Board of County Commissioners of Pitkin County, as such resolutions have been amended through the date hereof; and (b) the sales tax levied by Pitkin County pursuant to Resolution No. 93-149, as such resolution has been amended through the date hereof.

“*RFTA*” is defined in the Recitals hereto.

“*RFRHA*” means the Roaring Fork Railroad Holding Authority created by intergovernmental agreement among the Cities of Aspen and Glenwood Springs, the Towns of Basalt, Carbondale and Snowmass Village and Eagle and Pitkin Counties.

"Regional Transit Services" means the transit services described in Appendix C hereto, as such Appendix may be amended from time-to-time in accordance with Article XII hereof.

"Unincorporated Eagle County Question" is defined in Section 2.04(a) hereof.

"Visitor Benefit Tax" means a visitor benefit tax levied by the Authority in all or any designated portion of a Member in accordance with section 605(1)(i.5) of the Act and Section 7.03 hereof.

ARTICLE II

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01. Establishment. The Roaring Fork Transportation Authority shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) each Initial Member (i) has held at least two public hearings on the subject of this Agreement in accordance with section 603(3) of the Act and (ii) has executed this Agreement (which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by section 603(3) of the Act and that the Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement);

(b) this Agreement has been approved by a majority of the registered electors residing within the Initial Boundaries of the Authority at the time of the election who vote in a general election or special election called for such purpose in accordance with section 603(4) of the Act, which, for purposes of the November 7, 2000 election, shall be determined based on the votes cast on the ballot questions approved by the registered electors voting on the ballot questions that approve the participation in the Authority by the Initial Members (determined in accordance with Section 2.05 hereof); and

(c) the Director of the Division of Local Government has issued a certificate pursuant to section 603(1) of the Act stating that the Authority has been duly organized according to the laws of the State.

Section 2.02. Purpose. The purpose of the Authority is to finance, Construct, operate and maintain an efficient, sustainable and regional multi-modal transportation system at any location or locations within or without the Boundaries of the Authority, subject to compliance with the Act.

Section 2.03. Boundaries. The Initial Boundaries of the Authority shall be determined in accordance with Appendix A hereto. Any territory included in the Boundaries of the Authority because the territory is included in the boundaries of a Municipality shall automatically be amended to include any territory annexed to the Municipality. The Town of Basalt, by executing this Agreement, consents to the inclusion of territory within the Town of

Basalt that is within Pitkin County in the Initial Boundaries even if the Town of Basalt is not an Initial Member.

Section 2.04. Voter Approval.

(a) The Initial Signatories agree to submit ballot questions seeking voter approval of the establishment of the Authority, the baseline funding of the Authority in accordance with Article VII hereof and the "de-Brucing" of certain Authority revenues at an election held on November 7, 2000 that is conducted in accordance with the Act and other applicable law. Six separate questions, which are hereafter referred to by the names indicated below and drafts of which are attached hereto as Appendixes B-1 through B-5, shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories:

(i) the "Pitkin County Question," a draft of which is attached hereto as Appendix B-1, shall be submitted to the electors of Pitkin County;

(ii) the "Glenwood Springs Question," a draft of which is attached hereto as Appendix B-2, shall be submitted to the electors of the City of Glenwood Springs;

(iii) the "Carbondale Question," a draft of which is attached hereto as Appendix B-3, shall be submitted to the electors of the Town of Carbondale;

(iv) the "Basalt Question," a draft of which is attached hereto as Appendix B-4, shall be submitted to the electors of the Town of Basalt; and

(v) the "Unincorporated Eagle County Question," a draft of which is attached hereto as Appendix B-5, shall be submitted to the electors of the unincorporated area of Eagle County within election precincts 7, 8, 24 and 25.

(b) The Governing Body of each of the Initial Signatories named in the name of each ballot question shall take all actions necessary to submit such question to the appropriate electors at the November 7, 2000 election but may modify the ballot question submitted by it in any manner that is not inconsistent with the terms of this Agreement. The designated election official for the Pitkin County Question shall be the Pitkin County Clerk and Recorder. The designated election official for the Glenwood Springs Question and the Carbondale Question shall be the Garfield County Clerk and Recorder. The designated election official for the unincorporated Eagle County Question shall be the Eagle County Clerk and Recorder. The designated election official for the Basalt Question shall be the Clerk of the Town of Basalt.

(c) Each Initial Signatory shall pay the costs of conducting the November 7, 2000 election within its boundaries. For purposes of allocating such costs, costs allocable to electors who reside in a Municipality shall be allocated to the Municipality in which they reside and costs allocable to electors who reside in unincorporated areas shall be allocated to the County in which they reside.

Section 2.05. Initial Members. The Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the ballot questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to this Agreement:

(a) Pitkin County, the City of Aspen and the Town of Snowmass Village will be Initial Members if Pitkin County electors approve the Pitkin County Question;

(b) the City of Glenwood Springs will be an Initial Member if City of Glenwood Springs electors approve the Glenwood Springs Question;

(c) the Town of Carbondale will be an Initial Member if Town of Carbondale electors approve the Carbondale Question;

(d) the Town of Basalt will be an Initial Member if Town of Basalt electors approve the Basalt Question; and

(e) Eagle County will be an Initial Member if the electors in the unincorporated area of Eagle County within election precincts 7, 8, 24 and 25 approve the Unincorporated Eagle County Question.

Section 2.06. City of Aspen Visitor Benefits Tax Election. The City of Aspen shall also submit a ballot question to its electors at the November 7, 2000 election seeking voter approval of a 1% City of Aspen visitor benefits tax. At least 50% of the proceeds of such tax shall be used to enable the City of Aspen to partially meet its financial obligations as outlined in this Agreement.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.

Section 3.02. Directors. The Board shall be composed of one Director appointed by each Member.

Section 3.03. Alternate Directors. In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting.

Section 3.04. Appointment of Directors and Alternate Directors. As required by section 603(2)(b)(I) of the Act, the Director and the Alternate Director appointed by a Member

shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the Governing Body of such Member.

Section 3.05. Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06. Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07. Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.04 hereof.

Section 3.08. Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 3.09. Resolutions and Voting. All actions of the Board shall be by resolution, which may be written or oral. Except as otherwise provided in Section 3.10 hereof, resolutions of the Board shall be adopted upon the affirmative vote at a meeting open to the public of at least two-thirds of the Directors then in office who are eligible to vote thereon voting (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be five of the seven initial Directors). The Authority shall provide at least 48 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with sections 18-8-308 and 24-18-101 et seq., Colorado Revised Statutes, as amended.

Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.09 hereof, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.09 hereof by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon that, in the aggregate, do not exceed the sum of "inflation" and the Authority's "local growth" as determined in accordance with Article X, Section 20(2)(f) and (g) of the Colorado Constitution. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.12 hereof.

Section 3.11. Powers of the Board. The Board shall, subject to the limitations set forth herein, have (a) all powers that may be exercised by the board of directors of a rural

transportation authority pursuant to the Act, including, but not limited to, the powers conferred by section 604(3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 3.12. Bylaws and Rules. The Board, acting by resolution adopted as provided in Section 3.09 hereof, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.09 hereof.

Section 3.13. Additional Directors. If at any time there are fewer than four Members, then, notwithstanding any other provision hereof, in order to comply with the provisions of section 603(2)(b)(I) of the Act requiring at least five Directors, each Member shall appoint an additional Director and an Alternate Director for such Director, all references herein to the Director and Alternate Director of a Member shall be deemed to refer to the initial and the additional Director and Alternate Director, as appropriate, appointed by such Member.

ARTICLE IV

ADVISORY COMMITTEES

The Board shall appoint and maintain a Citizen Advisory Committee to advise the Board with respect to policy and service matters. The Board may also appoint other Advisory Committees to advise the Board. The members of the Citizen Advisory Committee shall not be Directors, Alternate Directors or Officers of the Authority. The members of Advisory Committees other than the Citizen Advisory Committee may include Directors, Alternate Directors and Officers of the Authority. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE V

OFFICERS

Section 5.01. Generally. The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article.

Section 5.02. Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

Section 5.03. Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

Section 5.04. Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.05. Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of rural transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

Section 5.06. Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

Section 5.07. Resignation and Removal. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

Section 5.08. Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the authority, powers and duties of any Officer.

Section 5.09. Vacancies. Vacancies in the office of any Officer shall be filled in the same manner in which such office was originally filled.

Section 5.10. Compensation. The Authority may compensate Officers who are not Directors or Alternate Directors for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

ARTICLE VI

POWERS OF THE AUTHORITY

Section 6.01. General Grant of Powers. The Authority shall, subject to the limitations set forth herein, have (i) all powers granted by the Act to rural transportation authorities and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. Such powers shall include, but shall not be limited to:

- (a) the specific powers described in section 605 of the Act;
- (b) the power to establish Rural Transportation Activity Enterprises in accordance with section 606 of the Act;
- (c) the power to establish local improvement districts in accordance with section 608 of the Act;
- (d) the power to issue Bonds in accordance with section 609 of the Act;
- (e) the power to cooperate with any Person as provided in section 610 of the Act;
- (f) the power to invest or deposit funds as provided in section 616 of the Act;
and
- (g) the power to petition for a judicial examination and determination of any power, act, proceeding or contract of the Authority as provided in section 620 of the Act.

Section 6.02. Specific Responsibilities. In addition to the general powers described in Section 6.01 hereof, the Authority shall have the responsibilities described in this Section and shall have all powers necessary or convenient to carry out such responsibilities, subject to the

availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 hereof.

(a) *Regional Transit Services.* The Authority shall use its best efforts to provide the Regional Transit Services described in Appendix C hereto.

(b) *Contract Transit Services.* The Authority may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.

(c) *Regional Transportation Planning.* The Authority shall provide regional transportation planning services needed to plan and direct the Authorized Transportation Projects, pursue federal funding and coordinate overall transportation policy within the area in which it provides Regional Transit Services. Regional transportation planning shall, as determined by the Board, include short range service planning as well as long range planning, corridor investment studies and related environmental impact analysis.

(d) *Funding for Maintenance of the Denver Rio Grande Right-of-Way.* The Authority shall provide funding for the maintenance of the Denver Rio Grande Right-of-Way until it is transferred to the Authority.

(e) *Funding for Construction and Maintenance of Regional Trails.* The Authority shall provide funding for the construction of regional trails in cooperation with Members, RFRHA or other Persons.

(f) *Local Service.* The Authority may fund Authorized Transportation Projects that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement pursuant to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

Section 6.03. Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 hereof, the powers of the Authority shall be limited as follows:

(a) the Authority may only finance, Construct, operate and maintain Authorized Transportation Projects;

(b) the Authority shall not finance rail construction unless and until the electors of the Authority, or of the area of the Authority in which the funding is to be generated, specifically approve such financing;

(c) Advisory Committees may only be appointed and may only exercise the powers as provided in Article IV hereof;

(d) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to section 20(4)(b) of article X of the

State Constitution shall take effect unless first submitted to a vote in accordance with section 612 of the Act;

(e) Visitor Benefit Taxes may be levied only in accordance with Section 7.03 hereof;

(f) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County or Municipality where the proposed tax or fee would be imposed in accordance with section 613 of the Act; and

(g) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with section 614 of the Act.

ARTICLE VII

FUNDING THE AUTHORITY

Section 7.01. Baseline Funding. The baseline funding of the Authority shall be provided from the following sources:

(a) ***Initial Authority Sales Tax.*** The Initial Authority Sales Tax shall, upon satisfaction of the conditions stated below, be imposed at the following rates in the following areas within the Boundaries of the Authority:

(i) 0.4% in the City of Glenwood Springs if City of Glenwood Springs electors approve the Glenwood Springs Question;

(ii) 0.5% in the Town of Carbondale if Town of Carbondale electors approve the Carbondale Question; and

(iii) 0.2% in the Town of Basalt if Town of Basalt electors approve the Basalt Question.

(b) ***Eagle County 0.5% Transportation Sales Tax.*** Eagle County shall pay to the Authority the proceeds of the Eagle County 0.5% Transportation Sales Tax accrued on and after January 1, 2001 that are collected in the portion of Eagle County within the Town of Basalt and the unincorporated area of Eagle County within election precincts 7, 8, 24 and 25 if the electors of unincorporated Eagle County within election precincts 7, 8, 24 and 25 approve the Unincorporated Eagle County Question. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County.

(c) ***Pitkin County Transportation Sales Taxes.*** Pitkin County shall pay to the Authority an amount equal to the proceeds of a tax rate of 0.7215% from the proceeds of the Pitkin County Transportation Sales Taxes accrued on and after January 1, 2001 if

the electors of Pitkin County approve the Pitkin County Question, subject to the following:

(i) The obligation of Pitkin County to make such payments shall be subordinate to any obligation Pitkin County has or may have for debt secured by the Pitkin County Transportation Sales Taxes. However, Pitkin County will only issue additional debt secured by the Pitkin County Transportation Sales Taxes if the maximum annual debt service on all of the debt to be secured by the Pitkin County Transportation Sales Taxes is less than the annual amount of Pitkin County Transportation Sales Taxes retained by Pitkin County after its payments to the Authority under this subsection during the immediately preceding year.

(ii) In consideration of the transfer to the Authority of the assets financed by such bonds pursuant to Section 8.02 hereof, the amounts required to pay the debt service on the Pitkin County bonds described in Appendix D hereto shall be netted from the payments to be made by Pitkin County to the Authority pursuant to this subsection.

(iii) If and to the extent the Authority and Pitkin County so agree, if Pitkin County issues additional bonds for the benefit of the Authority pursuant to Section 7.07 hereof, the debt service on those bonds also may be netted from the payments to be made by Pitkin County to the Authority pursuant to this subsection.

(iv) If Pitkin County and the City of Aspen (acting jointly) decide to provide the services described in Section 8.04(d) hereof directly, an amount equal to the proceeds of a tax rate of 0.0496% from the Pitkin County Transportation Sales Taxes will be netted from payments to be made by Pitkin County to the Authority pursuant to this subsection.

(d) *Estimated Funding from Different Areas.* An estimate of the funding from different areas within the Initial Boundaries of the Authority, based on 1999 sales tax data, is set forth in Appendix H hereto. This estimate excludes the 0.1% Initial Authority Sales Tax within the Town of Carbondale.

(e) *Rationale for Different Funding from Different Areas.* The rationale for the different funding levels from different areas within the Initial Boundaries of the Authority is set forth in Appendix E hereto.

Section 7.02. Additional Authority Sales Taxes.

(a) The Authority may levy Authority Sales Taxes in addition to the Initial Authority Sales Tax upon compliance with the provisions of the Act, including the approval by the electors residing throughout the area in which such taxes are to be levied as required by Section 6.03(d) hereof and section 612 of the Act. Any such additional Authority Sales Taxes may, as permitted by the Act, be levied in all or any designated portion of the Members and at the same or different rates in different designated portions of the Members.

(b) At the request of a Member and upon compliance with the provisions of the Act, including approval by the electors residing within the area in which such taxes are to be levied as required by Section 6.03(d) hereof and section 612 of the Act, and approval of the Board, the Authority shall levy an additional Authority Sales Tax at the rate (up to the limits of the Act) and in all or any designated portion of the Member specified by such Member for the purpose of funding Authorized Transportation Projects specified by such Member that serve the residents and businesses of such Member or the residents and businesses of such designated portion of such Member.

(c) One tenth of one percent (0.1%) of the Initial Authority Sales Tax within the Town of Carbondale is additional Authority Sales Tax within the meaning of this Section and the net proceeds of such tax shall be used to fund services within the Town of Carbondale in accordance with the Carbondale Ballot Question.

Section 7.03. Visitor Benefit Tax. A Visitor Benefit Tax may be levied only:

(a) at the request of the Member in whose territory such tax is to be levied;

(b) at the rate or rates and in all or the portion of the territory of such Member as specified by such Member;

(c) upon compliance with the provisions of this Agreement and the Act, including approval by the electors residing within the area in which such taxes are to be levied as required by Section 6.03(d) hereof and section 612 of the Act and the limitations on the use of the revenue derived from the Visitor Benefit Tax under section 605(1)(i.5) of the Act;

(d) upon approval of the Board; and

(e) for the purpose of funding Authorized Transportation Projects designated by such Member.

Section 7.04. Discretionary Member Contributions. A Member may, at its sole discretion, offer to make cash contributions to the Authority, provide in-kind services to the Authority or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). If a Member offers to make a Discretionary Member Contribution, the Authority will, subject to Board approval on a case-by-case basis, make a good faith effort to provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the Discretionary Member Contribution.

Section 7.05. Mitigation of Development Impacts. The Members acknowledge that development occurring within their jurisdictions will, in most cases, have an impact upon local and regional traffic congestion and that, moreover, transit service is one means for mitigating such impacts. Accordingly, Members shall evaluate and may choose to mitigate the traffic impacts of new development within their jurisdictions and/or specifically mitigate impacts upon regional transit services. Such mitigation for regional transit service shall be determined using a

consistent methodology established by the Authority based on the rational nexus between development impacts and transportation services. Members shall have sole discretion regarding how such mitigation is implemented through such means as ordinance-based transit impact fees, conditions of approval imposed upon individual development projects, or other mechanisms. Funds derived from such mitigation may be remitted to the Authority to offset capital costs and outlays associated with providing regional transit services to the Member.

Section 7.06. Pursuit of Grants. The Authority shall actively pursue federal, State and other grants to support its activities, including grants for offsetting operating and capital costs, long range planning and environmental review, and major capital improvements. The Authority shall also cooperate and assist Members in their pursuit of federal and State grants for transportation projects.

Section 7.07. Capital Projects and Bonds. The Authority may fund the initial capital program described in Appendix F hereto and additional capital projects by the issuance of Authority Bonds if voter approval is obtained for the issuance of such Bonds as required by Section 6.03(d) hereof and section 612 of the Act; through lease-purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of, State and federal law; or through one or more agreements with one or more Members, including, but not limited to, agreements with Pitkin County under which Pitkin County issues its bonds to fund capital projects for the benefit of the Authority and the amount paid to the Authority by Pitkin County pursuant to Section 7.01(c) hereof is reduced by the amount of the debt service on the Pitkin County bonds.

Section 7.08. Pitkin County Intergovernmental Agreement. The City of Aspen, Pitkin County and the Town of Snowmass Village shall enter into an intergovernmental agreement that distributes the portion of the Pitkin County Transportation Sales Taxes not committed to the Authority for funding local services in the City of Aspen and the Town of Snowmass Village.

Section 7.09. No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article shall limit the Authority's powers under the Act.

ARTICLE VIII

REORGANIZATION OF RFTA AND RFRHA AND LEVEL OF SERVICE

Section 8.01. Reorganization Plan. If Pitkin County electors approve the Pitkin County Question, the Members will use their best efforts to reorganize RFTA and RFRHA in accordance with this Article. If Pitkin County electors do not approve the Pitkin County Question, this Article will be ineffective.

Section 8.02. Reorganization of RFTA. RFTA will be reorganized and merged into the Authority in accordance with this Section within an 18 month period of time commencing with the formation of the Authority (the "RFTA Transition Period"). During the RFTA Transition Period:

(a) The Authority will assume responsibility for the services provided by RFTA and the operating revenues of RFTA (as distinguished from the contributions to RFTA by its members) will become Authority revenues no later than January 1, 2001.

(b) For the purpose of continuity, Directors of the Authority appointed by each Initial Member will also serve as such Member's director on the Board of Directors of RFTA during the RFTA Transition Period.

(c) During the RFTA Transition Period the Authority, either directly or by contract with RFTA, Pitkin County, or others, will use its best efforts to (i) maintain the existing transit services as described in Section 8.04 (a), (c) and (d) hereof; and (ii) accommodate Member requests for additional or new local services on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

(d) At the end of the RFTA Transition Period RFTA's Board of Directors will dissolve and RFTA's administrative structure, employment contracts, and operations shall merge with the Authority to the extent they have not already done so.

(e) The Authority and RFTA shall, as a first priority, use their best efforts to agree on a Transition Plan that conforms to the terms set forth in this Section and that specifies how merger issues, including those related to human resources, employee benefits, insurance, transfer of RFTA assets, contractual relationships (e.g., with Pitkin County and the City of Aspen) and matters concerning the allocation of operating and capital costs and resources, will be resolved. Transition will be deemed complete when all issues set forth in the Transition Plan have been addressed to the satisfaction of the Board. The Transition Plan shall include the following terms:

(i) Title to the assets of RFTA, including, but not limited to, those described in Appendix G hereto (which does not include real property), will, subject to the terms of the Transition Plan, be transferred to the Authority at the conclusion of the RFTA Transition Period. The assets of RFTA that constitute real property will, subject to the terms of the Transition Plan, be made available to the Authority for its use through a long-term lease or other secure instrument, for transit and transportation purposes.

(ii) RFTA employees shall retain existing employee benefits (e.g., pension plan) or their equivalent. To preserve these existing employee benefits, it may be desirable for existing employees to remain employees of Pitkin County. As such, the Authority could choose to contract with Pitkin County for personnel required to staff and operate the Authority.

(iii) Liabilities of RFTA shall, to the extent permitted by laws, be assumed by and become the liabilities of the Authority no later than the end of the RFTA Transition Period, to the extent and in the manner provided in the Transition Plan.

(iv) The Authority will enter into contracts for transit services provided to the City of Aspen and the City of Glenwood Springs no later than the end of the RFTA Transition Period. Other service contracts, such as the Aspen Skiing Company skier shuttle service contract, will be assigned to the Authority by RFTA by the end of the RFTA Transition Period.

(v) Policy-making regarding transit service (e.g., adoption of a revised Transit Development Plan, service changes, and major capital expenditures) shall be the purview of the Authority and RFTA shall not have such policy-making authority as of the date the Authority is formed.

Section 8.03. Reorganization of RFRHA. RFRHA will be reorganized in accordance with this Section. During the period from the date the Authority is formed until the reorganization of RFRHA is complete (the "RFRHA Transition Period"):

(a) All regional transportation planning functions (excluding access issues), including management of the ongoing Corridor Investment Study, will be transferred to the Authority and the RFRHA Board of Directors will no longer have policy control of these planning functions.

(b) The Authority shall have approval rights over the RFRHA annual operating budget and shall remit Authority funds to RFRHA to meet the obligations in the approved budget.

(c) RFRHA will continue to provide access to, administration of and physical maintenance for the Denver Rio Grande Right-of-Way, maintenance of the conservation value of the right-of-way, pursue construction of regional trails through the right-of-way and protect public ownership of the right-of-way.

(d) Other financial obligations and assets of RFRHA related to acquisition of the Denver Rio Grande Right-of-Way shall remain with RFRHA unless and until the Denver Rio Grande Right-of-Way may be transferred to the Authority.

(e) The Denver Rio Grande Right-of-Way shall, subject to compliance with contractual, legal and other requirements applicable thereto, transfer from RFRHA to the Authority, and the reorganization of RFRHA will be deemed to be complete, if and when the Authority notifies RFRHA that the Authority intends to use the right-of-way for an Authorized Transportation Project other than trails for which funding has been approved by the electors as required by Section 6.03(d) hereof and section 612 of the Act.

(f) Provisions concerning access contained in the Roaring Fork Railroad Holding Authority Intergovernmental Agreement shall be honored by the Authority.

Section 8.04. Maintenance of Effort. The Authority shall, regardless of the reorganization process, term of the RFTA Transition Period or RFRHA Transition Period or any other event, use its best efforts to assure continuity of existing regional and local transit service and ongoing transportation planning efforts, including, but not limited to, the following:

(a) Continuation of (i) the existing transit services provided by RFTA within the territory of the Initial Members as set forth in RFTA's 2000 budget without any significant change in routes, schedules or equipment during the RFTA Transition Period and (ii) additional or new services negotiated during the RFTA Transition Period pursuant to Section 8.02(c)(ii) hereof. For purposes of clause (i), a significant change in a route or schedule shall mean a 5% reduction in service hours for service provided between two locations.

(b) Local funding for regional transportation planning, specifically the completion of the Corridor Investment Study, shall be provided by the Authority in an amount needed to complete the same in an expeditious manner in concert with the federal and State sponsors of and participants in the effort.

(c) Funding of trunk service up the Brush Creek Road corridor pursuant to a contract between the Authority and the Town of Snowmass Village.

(d) Continuation of senior van service in Pitkin County and transit service to Woody Creek and the Maroon Bells, with service provided at the current levels unless Pitkin County agrees to a change in such service. Pitkin County and the City of Aspen (acting jointly) also may decide to provide such services directly. If they do so decide, the payments to be made by Pitkin County pursuant to Section 7.01(c) hereof shall be reduced as described in that subsection.

(e) Financial assistance for paratransit services in the area within the Boundaries of the Authority (such as the Traveler or equivalent service) in addition to the senior van service in Pitkin County at a level of at least \$25,000 per year or a higher level determined by the Board from time-to-time based on available resources and implementation of the Authority's overall service plan.

(f) As required by the terms of the ballot question of November 7, 1995 approving the Eagle County 0.5% Transportation Sales Tax, a minimum of 10% of the proceeds of the Eagle County 0.5% Transportation Sales Tax paid to the Authority pursuant to Section 7.01(b) hereof shall be used for trails construction and maintenance within Eagle County election precincts 7, 8, 24 and 25.

Section 8.05. Aspen Local Service. If the City of Aspen ballot question described in Section 2.06 hereof is not approved at the November 7, 2000 election and no other local transportation tax is approved by City of Aspen electors by the end of the RFTA Transition Period (defined in Section 8.02 hereof), notwithstanding any other provision hereof:

(a) at the end of the RFTA Transition Period, one-third of RFTA's unreserved fund balance as of December 31, 2000 shall be transferred to the City of Aspen to fund transit capital replacement costs; and

(b) the Authority shall, for a seven-year period from the end of the RFTA Transition Period, provide a credit to the City of Aspen against payments otherwise due from the City of Aspen under a contract with the Authority for local transit service within

the City of Aspen on a monthly basis in an amount equal to the revenues generated by a sales tax rate of 0.085% applied to the taxable retail sales within the City of Aspen.

ARTICLE IX

MEMBERS

Section 9.01. Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved at the November 7, 2000 election as described in Section 2.05 hereof.

Section 9.02. Withdrawal of Initial Members.

(a) An Initial Member may withdraw from the Authority only if:

(i) the Pitkin County Question or the Glenwood Springs Question is not approved at the November 7, 2000 election; and

(ii) on or before November 28, 2000, the Governing Body of such Initial Member adopts a resolution or ordinance, and delivers written notice to all the other Initial Members, stating that such Initial Member has withdrawn from the Authority.

(b) If an Initial Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority, except that territory within the Town of Basalt that is within Pitkin County shall remain within the Boundaries of the Authority if Pitkin County is an Initial Member and does not withdraw pursuant to subsection (a) of this Section;

(ii) the Initial Authority Sales Tax that otherwise would have been levied within the boundaries of such Initial Member shall not be levied; and

(iii) the obligations of such Initial Member set forth in this Agreement shall terminate.

(c) Members may only withdraw from the Authority in the manner, and subject to the conditions, set forth in this Section. In particular, but not by way of limitation, none of the Initial Signatories may withdraw from the Authority if all six ballot questions described in Section 2.04(a) hereof are approved by the registered electors.

Section 9.03. Additional Members. The State, acting through the State Transportation Commission, or any County or Municipality or portion thereof which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon (a) the adoption of a resolution of the Board in accordance with Section 3.09 hereof, the

effectiveness of which may be conditioned upon compliance by such new Member with any conditions which the Board, in its sole discretion, sees fit to impose; (b) such new Member's (i) compliance with all conditions to its admission as a Member imposed by the Board, (ii) compliance with all conditions to its entering into this Agreement or admission as a Member imposed under the Act and the Intergovernmental Relations Statute and (iii) adoption and execution of this Agreement in accordance with applicable law; (c) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and (d) compliance with any other conditions to the admission of such new Member as a Member or its execution of this Agreement imposed under the Act, the Intergovernmental Relations Statute or other applicable law.

ARTICLE X

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 10.01. Effective Date. The term of this Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 hereof have been satisfied.

Section 10.02. Termination. The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding.

Section 10.03. Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 10.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of (a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article VII and VIII hereof minus the amount of cash and the value of property previously distributed to them by the Authority and (b) the amount of Authority taxes or other charges (other than fares) paid by their residents to the Authority pursuant to the Authority's exercise of the powers granted to it pursuant to the Act, with taxes or other charges paid by residents of areas of Counties which are also located within a Municipality allocated 100% to the Municipality for such purposes.

ARTICLE XI

DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer, member of a Committee and employee of the Authority against all liability, costs and

expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article.

ARTICLE XII

AMENDMENTS

Section 12.01. Amendments Generally. Except as otherwise specifically provided in Sections 12.02, 12.03 and 12.04 hereof, this Agreement may be amended only by resolution of the Board.

Section 12.02. Amendments to Boundaries. Notwithstanding Section 12.01 hereof, Appendix A hereto and the definition of "Boundaries" may be amended by (a) a resolution of the Board and (b) the approval of the Governing Body of each Member, any portion of whose territory is either added to or removed from the Boundaries of the Authority. For purposes of this Section, territory of a Member that is a Municipality shall include territory within such Municipality's boundaries or within such Municipality's comprehensive planning area of influence as established as of the date first set forth above, but shall not include any territory which has previously been included within the incorporated boundaries of another Municipality.

Section 12.03. Modification of Appendices B-1 through B-6. Notwithstanding any other provision hereof, any ballot question attached hereto as Appendix B-1 through B-6 may be modified by the Governing Body of the Initial Signatory responsible for submitting such ballot question to the electors as provided in Section 2.04 hereof.

Section 12.04. Amendments to Pitkin County and Eagle County Funding Commitments. Notwithstanding Section 12.01 hereof, (a) the last sentence of Section 7.01(b) hereof or Section 8.04(f) hereof may not be amended without the approval of the Governing Body of Eagle County and (b) Section 7.01(c)(i) and (ii) hereof shall not be amended without the approval of the Governing Body of Pitkin County.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Adoption and Execution of Agreement in Accordance with Law. Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 13.02. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any Person other than the Initial Signatories and the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Initial Signatories and the Members.

Section 13.03. No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or Bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 13.04. Notices. Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions or other communications by the Authority, any Member, any Director, any Alternate Director, any Officer or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

Section 13.05. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 13.06. Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 13.07. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the Members to exercise all powers that may be exercised by a rural transportation authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute; (b) to permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and (c) to permit the Board to exercise all powers that may be exercised by the board of directors of a rural transportation authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 13.08. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 13.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

SIGNATURE PAGE
to
ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of September 12, 2000

ATTEST:

CITY OF ASPEN, COLORADO

Kardyn J. Stuckland
Clerk City Deputy Clerk

By [Signature]
Name Rachel Richards
Title Mayor

SIGNATURE PAGE
to
ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of September 12, 2000

ATTEST:

TOWN OF BASALT, COLORADO

Tomida K Schellig
Clerk

By R Stevens

Name RICHARD P. STEVENS

Title MAYOR



SIGNATURE PAGE
to
ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of September 12, 2000

ATTEST:

TOWN OF CARBONDALE, COLORADO

Suzanne Cerise
Clerk

By S. Randall Vanderhurst

Name S. Randall Vanderhurst

Title Mayor

SIGNATURE PAGE
to
ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of September 12, 2000

ATTEST:

Sara J. Fisher
Clerk



EAGLE COUNTY, COLORADO

By Tom Stone

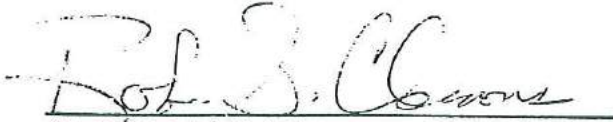
Name TOM C. STONE

Title CHAIRMAN, B.O.C.C.

SIGNATURE PAGE
to
ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of September 12, 2000

ATTEST:

CITY OF GLENWOOD SPRINGS,
COLORADO


Clerk Robin S. Clemons, City Clerk

By 

Name Sam Skramstad

Title Mayor

SIGNATURE PAGE
to
ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of September 12, 2000

ATTEST:

Sharonne Jones
Clerk

PITKIN COUNTY, COLORADO

By *Shellie Roy Harper*

Name *Shellie Roy Harper*

Title *Chairperson*

SIGNATURE PAGE
to
ROARING FORK TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT
Dated as of September 12, 2000

ATTEST:

TOWN OF SNOWMASS VILLAGE,
COLORADO


Clerk

By 

Name T. Michael Manchester

Title Mayor

AGREEMENT OF
ROARING FORK TRANSIT AGENCY

The Roaring Fork Transit Agency hereby agrees to the provisions of Sections 8.01, 8.02 and 8.04 of the Roaring Fork Transportation Authority Intergovernmental Agreement dated as of September 12, 2000.

ROARING FORK TRANSIT AGENCY

By 
Chairman, RFTA Board of Directors

AGREEMENT OF
ROARING FORK RAILROAD HOLDING AUTHORITY

The Roaring Fork Railroad Holding Authority hereby agrees to the provisions of Sections 8.01, 8.03 and 8.04 of the Roaring Fork Transportation Authority Intergovernmental Agreement dated as of September 12, 2000.

ROARING FORK RAILROAD HOLDING
AUTHORITY

By *Deborah Parris* 10-2-00

APPENDIX A

DETERMINATION OF BOUNDARIES OF THE AUTHORITY

The Initial Boundaries of the Authority shall, subject to Section 9.02(b) hereof, consist of:

1. If the Authority is approved by a majority of the registered electors of Pitkin County voting thereon at the November 7, 2000 election, all territory within Pitkin County.
2. If the Authority is approved by a majority of the registered electors of the City of Glenwood Springs voting thereon at the November 7, 2000 election, all territory within the City of Glenwood Springs and all territory subsequently annexed to the City of Glenwood Springs.
3. If the Authority is approved by a majority of the registered electors of the Town of Carbondale voting thereon at the November 7, 2000 election, all territory within the Town of Carbondale and all territory subsequently annexed to the Town of Carbondale.
4. If the Authority is approved by a majority of the registered electors of the Town of Basalt voting on the Town of Basalt's participation as a Member of the Authority at the November 7, 2000 election, all territory within the Town of Basalt and all territory subsequently annexed to the Town of Basalt.
5. If the Authority is approved by a majority of the registered electors of unincorporated Eagle County within election precincts (as defined as of the date hereof) 7, 8, 24 and 25 voting thereon at the November 7, 2000 election, all territory within unincorporated Eagle County election precincts (as defined as of the date hereof) 7, 8, 24 and 25.

APPENDIX B-1

ROARING FORK TRANSPORTATION AUTHORITY (RTA) BALLOT QUESTION
(PITKIN COUNTY)

SHALL THE ROARING FORK TRANSPORTATION AUTHORITY ("RTA") BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING THE BUS SERVICES CURRENTLY PROVIDED BY THE ROARING FORK TRANSIT AGENCY PLUS EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF ASPEN, THE TOWN OF SNOWMASS VILLAGE AND PITKIN COUNTY, THE OTHER MEMBERS OF WHICH ARE EXPECTED TO BE BASALT, GLENWOOD SPRINGS, CARBONDALE AND EAGLE COUNTY IF THE APPROPRIATE VOTERS APPROVE THE INTERGOVERNMENTAL AGREEMENT;

SHALL PITKIN COUNTY ENTER INTO A MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION TO CONTRIBUTE TO THE RTA AN AMOUNT EQUAL TO THE PROCEEDS OF A TAX RATE OF 0.7215% FROM PITKIN COUNTY'S EXISTING 1.5% TRANSPORTATION SALES TAXES;

ADDITIONAL FUNDING FOR THE RTA IS EXPECTED TO BE PROVIDED FROM THE FOLLOWING SOURCES IF APPROVED BY THE VOTERS (OR, IN THE CASE OF THE EAGLE COUNTY TRANSPORTATION SALES TAX, THE COMMISSIONERS) OF SUCH JURISDICTION OR AREA:

0.4% RTA SALES AND USE TAX IN GLENWOOD SPRINGS,

0.5% RTA SALES AND USE TAX IN CARBONDALE,

0.2% RTA SALES AND USE TAX WITHIN BASALT,

0.5% EAGLE COUNTY TRANSPORTATION SALES TAX IN THE PORTION OF EAGLE COUNTY WITHIN BASALT AND THE UNINCORPORATED AREA OF EAGLE COUNTY WITHIN ELECTION PRECINCTS 7, 8, 24 AND 25; AND

SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND CONTRIBUTIONS AND OTHERWISE PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT AND EARNINGS THEREON CONSTITUTE A VOTER-APPROVED REVENUE CHANGE?

APPENDIX B-2

ROARING FORK TRANSPORTATION AUTHORITY (RTA) BALLOT QUESTION
(GLENWOOD SPRINGS)

SHALL ROARING FORK TRANSPORTATION AUTHORITY ("RTA") TAXES LEVIED IN THE CITY OF GLENWOOD SPRINGS BE INCREASED \$1,789,112.00 (FIRST FULL FISCAL YEAR DOLLAR INCREASE, NET OF ANY CONSTITUTIONALLY REQUIRED TAX CUTS) BY A 0.4% (FOUR CENTS ON EACH \$10 PURCHASE) RTA SALES AND USE TAX LEVIED ON AND AFTER JANUARY 1, 2001 UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES OR USE TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE FOOD FOR HOME CONSUMPTION);

SHALL THE RTA BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING THE BUS SERVICES CURRENTLY PROVIDED BY THE ROARING FORK TRANSIT AGENCY PLUS EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH AN INTERGOVERNMENTAL AGREEMENT WITH GLENWOOD SPRINGS AS A MEMBER, THE OTHER MEMBERS OF WHICH ARE EXPECTED TO BE ASPEN, SNOWMASS VILLAGE, BASALT, CARBONDALE AND PITKIN AND EAGLE COUNTIES IF THE APPROPRIATE VOTERS APPROVE THE INTERGOVERNMENTAL AGREEMENT;

ADDITIONAL FUNDING FOR THE RTA IS EXPECTED TO BE PROVIDED FROM THE FOLLOWING SOURCES IF APPROVED BY THE VOTERS (OR, IN THE CASE OF THE EAGLE COUNTY TRANSPORTATION SALES TAX, THE COMMISSIONERS) OF SUCH JURISDICTION OR AREA:

AN AMOUNT EQUAL TO THE PROCEEDS OF A TAX RATE OF 0.7215% FROM PITKIN COUNTY TRANSPORTATION SALES TAXES,

0.5% RTA SALES AND USE TAX IN CARBONDALE,

0.2% RTA SALES AND USE TAX WITHIN BASALT,

0.5% EAGLE COUNTY TRANSPORTATION SALES TAX IN THE PORTION OF EAGLE COUNTY WITHIN BASALT AND THE UNINCORPORATED AREA OF EAGLE COUNTY WITHIN ELECTION PRECINCTS 7, 8, 24 AND 25; AND

SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND CONTRIBUTIONS AND OTHERWISE PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT AND EARNINGS THEREON CONSTITUTE A VOTER-APPROVED REVENUE CHANGE?

APPENDIX B-3

ROARING FORK TRANSPORTATION AUTHORITY (RTA) BALLOT QUESTION
(CARBONDALE)

SHALL ROARING FORK TRANSPORTATION AUTHORITY ("RTA") TAXES LEVIED IN THE TOWN OF CARBONDALE BE INCREASED \$350,000.00 (FIRST FULL FISCAL YEAR DOLLAR INCREASE, NET OF ANY CONSTITUTIONALLY REQUIRED TAX CUTS) BY A 0.5% (FIVE CENTS ON EACH \$10 PURCHASE) RTA SALES AND USE TAX LEVIED ON AND AFTER JANUARY 1, 2001 UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES OR USE TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE FOOD FOR HOME CONSUMPTION, WITH PROCEEDS FROM A TAX RATE OF 0.4% BEING DEDICATED TO FUNDING CARBONDALE'S FINANCIAL CONTRIBUTION TO THE RTA AND PROCEEDS FROM A TAX RATE OF 0.1% BEING DEDICATED TO FUNDING COLORADO STATE HIGHWAY 133 IMPROVEMENTS AND OTHER LOCAL TRANSPORTATION NEEDS AND SERVICES;

SHALL THE RTA BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING THE BUS SERVICES CURRENTLY PROVIDED BY THE ROARING FORK TRANSIT AGENCY PLUS EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH AN INTERGOVERNMENTAL AGREEMENT WITH CARBONDALE AS A MEMBER, THE OTHER MEMBERS OF WHICH ARE EXPECTED TO BE ASPEN, SNOWMASS VILLAGE, BASALT, GLENWOOD SPRINGS AND PITKIN AND EAGLE COUNTIES IF THE APPROPRIATE VOTERS APPROVE THE INTERGOVERNMENTAL AGREEMENT;

ADDITIONAL FUNDING FOR THE RTA IS EXPECTED TO BE PROVIDED FROM THE FOLLOWING SOURCES IF APPROVED BY THE VOTERS (OR, IN THE CASE OF THE EAGLE COUNTY TRANSPORTATION SALES TAX, THE COMMISSIONERS) OF SUCH JURISDICTION OR AREA:

AN AMOUNT EQUAL TO THE PROCEEDS OF A TAX RATE OF 0.7215% FROM PITKIN COUNTY TRANSPORTATION SALES TAXES,

0.4% RTA SALES AND USE TAX IN GLENWOOD SPRINGS,

0.2% RTA SALES AND USE TAX WITHIN BASALT,

0.5% EAGLE COUNTY TRANSPORTATION SALES TAX IN THE PORTION OF EAGLE COUNTY WITHIN BASALT AND THE UNINCORPORATED AREA OF EAGLE COUNTY WITHIN ELECTION PRECINCTS 7, 8, 24 AND 25; AND

SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND CONTRIBUTIONS AND OTHERWISE PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT AND EARNINGS THEREON CONSTITUTE A VOTER-APPROVED REVENUE CHANGE?

APPENDIX B-4

ROARING FORK TRANSPORTATION AUTHORITY (RTA) BALLOT QUESTION
(BASALT)

SHALL ROARING FORK TRANSPORTATION AUTHORITY ("RTA") TAXES LEVIED IN THE TOWN OF BASALT BE INCREASED \$144,490.00 (FIRST FULL FISCAL YEAR DOLLAR INCREASE, NET OF ANY CONSTITUTIONALLY REQUIRED TAX CUTS) BY A 0.2% (TWO CENTS ON EACH \$10 PURCHASE) RTA SALES AND USE TAX LEVIED ON AND AFTER JANUARY 1, 2001 UPON EVERY TRANSACTION OR OTHER INCIDENT ON WHICH A SALES OR USE TAX IS LEVIED BY THE STATE (WHICH DOES NOT INCLUDE FOOD FOR HOME CONSUMPTION);

SHALL THE RTA BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING THE BUS SERVICES CURRENTLY PROVIDED BY THE ROARING FORK TRANSIT AGENCY PLUS EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH AN INTERGOVERNMENTAL AGREEMENT WITH BASALT AS A MEMBER, THE OTHER MEMBERS OF WHICH ARE EXPECTED TO BE ASPEN, SNOWMASS VILLAGE, GLENWOOD SPRINGS, CARBONDALE AND PITKIN AND EAGLE COUNTIES IF THE APPROPRIATE VOTERS APPROVE THE INTERGOVERNMENTAL AGREEMENT;

ADDITIONAL FUNDING FOR THE RTA IS EXPECTED TO BE PROVIDED FROM THE FOLLOWING SOURCES IF APPROVED BY THE VOTERS (OR, IN THE CASE OF THE EAGLE COUNTY TRANSPORTATION SALES TAX, THE COMMISSIONERS) OF SUCH JURISDICTION OR AREA:

AN AMOUNT EQUAL TO THE PROCEEDS OF A TAX RATE OF 0.7215% FROM PITKIN COUNTY TRANSPORTATION SALES TAXES,

0.4% RTA SALES AND USE TAX IN GLENWOOD SPRINGS,

0.5% RTA SALES AND USE TAX IN CARBONDALE,

0.5% EAGLE COUNTY TRANSPORTATION SALES TAX IN THE PORTION OF EAGLE COUNTY WITHIN BASALT AND THE UNINCORPORATED AREA OF EAGLE COUNTY WITHIN ELECTION PRECINCTS 7, 8, 24 AND 25; AND

SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND CONTRIBUTIONS AND OTHERWISE PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT AND EARNINGS THEREON CONSTITUTE A VOTER-APPROVED REVENUE CHANGE?

APPENDIX B-5

ROARING FORK TRANSPORTATION AUTHORITY (RTA) BALLOT QUESTION
(UNINCORPORATED EAGLE COUNTY)

SHALL THE ROARING FORK TRANSPORTATION AUTHORITY ("RTA") BE ESTABLISHED FOR THE PURPOSE OF FUNDING AND PROVIDING THE BUS SERVICES CURRENTLY PROVIDED BY THE ROARING FORK TRANSIT AGENCY PLUS EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH AN INTERGOVERNMENTAL AGREEMENT WITH EAGLE COUNTY AS A MEMBER, THE OTHER MEMBERS OF WHICH ARE EXPECTED TO BE ASPEN, SNOWMASS VILLAGE, BASALT, GLENWOOD SPRINGS, CARBONDALE AND PITKIN COUNTY IF THE APPROPRIATE VOTERS APPROVE THE INTERGOVERNMENTAL AGREEMENT;

FUNDING FOR THE RTA IS EXPECTED TO BE PROVIDED FROM THE FOLLOWING SOURCES IF APPROVED BY THE VOTERS (OR, IN THE CASE OF THE EAGLE COUNTY TRANSPORTATION SALES TAX, THE COMMISSIONERS) OF SUCH JURISDICTION OR AREA:

AN AMOUNT EQUAL TO THE PROCEEDS OF A TAX RATE OF 0.7215% FROM PITKIN COUNTY TRANSPORTATION SALES TAXES,

0.4% RTA SALES AND USE TAX IN GLENWOOD SPRINGS,

0.5% RTA SALES AND USE TAX IN CARBONDALE,

0.2% RTA SALES AND USE TAX IN BASALT,

0.5% EAGLE COUNTY TRANSPORTATION SALES TAX IN THE PORTION OF EAGLE COUNTY WITHIN BASALT AND THE UNINCORPORATED AREA OF EAGLE COUNTY WITHIN ELECTION PRECINCTS 7, 8, 24 AND 25; AND

SHALL ALL AMOUNTS RECEIVED BY THE RTA FROM SUCH TAXES AND CONTRIBUTIONS AND OTHERWISE PURSUANT TO THE INTERGOVERNMENTAL AGREEMENT AND EARNINGS THEREON CONSTITUTE A VOTER-APPROVED REVENUE CHANGE?

APPENDIX C

REGIONAL TRANSIT SERVICE GOALS

The Authority shall use its best efforts to provide the following Regional Transit Services:

1. Transit service will be available at least every 30 minutes year-round in every community in the Roaring Fork Valley. Service will be provided every 15 minutes between El Jebel, Aspen, and Snowmass Village during winter peak hours.
2. Trunk service up the Brush Creek Road corridor.
3. Trunk service on Highway 133 at the current locations.
4. New service will be provided between Rifle and Glenwood Springs on weekdays every hour 5:30 a.m. until 8:30 p.m.; every two hours until midnight.
5. Service between Rifle and Glenwood Springs will be provided every two hours from 6:30 a.m. until 6:30 p.m. weekends.
6. Implementation of the new service plan will begin with an amended Transit Development Plan that will be adopted during 2001. Service improvements will be achieved on a phased basis, as necessary new equipment and staff (drivers) can be deployed. It is estimated that this process should take 12 to 18 months from date the Authority is formed. As such, the service improvements may begin prior to full transition of RFTA to the Authority.

APPENDIX D

CREDITS TO PITKIN COUNTY WITH RESPECT TO
OUTSTANDING PITKIN COUNTY BONDS PAYABLE FROM
PITKIN COUNTY TRANSPORTATION SALES TAXES

Year	Principal	Total Interest	Debt Service
2001	\$490,000	\$292,942.50	\$782,942.50
2002	510,000	269,977.50	779,977.50
2003	540,000	245,465.00	785,465.00
2004	565,000	218,620.00	783,620.00
2005	595,000	189,762.50	784,762.50
2006	620,000	158,495.00	778,495.00
2007	655,000	125,360.00	780,360.00
2008	205,000	89,667.50	294,667.50
2009	220,000	79,225.00	299,225.00
2010	230,000	67,897.50	297,897.50
2011	240,000	55,897.50	295,897.50
2012	250,000	43,215.00	293,215.00
2013	265,000	29,840.00	294,840.00
2014	285,000	15,515.00	300,515.00
Totals	\$5,670,000	\$1,881,880.00	\$7,551,880.00

APPENDIX E

RATIONALE FOR DIFFERENT FUNDING LEVELS FROM DIFFERENT AREAS

1. The differences in funding levels within the Initial Boundaries of the Authority are based on differential services and/or benefits derived from transportation services to be provided by the Authority.

2. The differential funding levels result in 65 percent of the revenues required to support regional transit services being derived from the upper valley jurisdictions. The rationale for the higher percentage of Authority revenue being derived from the upper valley communities includes the following considerations:

(a) A proportionately larger amount of travel demand is caused by employment concentrations in the upper valley.

(b) Due to higher service demands, transit service frequencies are presently higher in the upper valley.

(c) The upper valley jurisdictions experience traffic congestion during peak periods and have introduced travel demand management programs (e.g., paid parking) to help manage this congestion, resulting in higher transit demand. Transit service to be provided by the Authority preserves mobility that could be affected by these programs.

(d) The concentration of visitor-serving businesses in upper valley jurisdictions generates the largest portion of the regional sales tax base.

3. The funding levels in the Town of Basalt and unincorporated Eagle County (based on the Eagle County tax rates in unincorporated Eagle County and the combined Authority, Eagle County and Pitkin County tax rates in the Town of Basalt) are based on the cost of providing regional transit to unincorporated Eagle County and the Town of Basalt.

4. The rationale for the percentage of Authority revenue being derived from the mid- and lower-valley jurisdictions includes the following:

(a) Regional transit service provides access to jobs, schools, shopping and recreation in the region for those who do not own automobiles or choose not to drive.

(b) New services are being extended to the lower valley jurisdictions, including service down the I-70 corridor to provide transit service to the jobs and shopping centers located in the City of Glenwood Springs.

(c) Improvement to transit services is a cost-effective way to manage traffic congestion in the mid- and lower-valley jurisdictions.

(d) The predominant amount of regional growth is occurring in the mid- and lower valley jurisdictions; this residential and commercial growth is causing increases in travel demand within the lower valley and related congestion that can be mitigated, in part, through provision of transit services.

(e) Regional transit services provide access to economic and employment opportunities for many down-valley residents who spend their earnings in down-valley jurisdictions.

APPENDIX F

INITIAL CAPITAL PROGRAM

Section 1. ROARING FORK TRANSIT AUTHORITY 2001 - 2010 CAPITAL BUDGET AND ESTIMATE OF NET BOND PROCEEDS REQUIRED

ITEM	DESCRIPTION	QUANTITY	AMOUNT PER UNIT	TOTAL AMOUNT
40-FOOT TRANSIT COACHES	EXISTING RFTA REPLACEMENT	24	\$ 300,000	\$ 7,200,000
40-FOOT TRANSIT COACHES	NEW RTA SERVICE IMPROVEMENTS	17	\$ 300,000	\$ 5,100,000
DOWN VALLEY MAINTENANCE FACILITY	UPGRADE	1	\$ 2,100,000	\$ 2,100,000
UP VALLEY MAINTENANCE FACILITY	UPGRADE	1	\$ 700,000	\$ 700,000
PARK & RIDE FACILITY	HIGHWAY 82 OR 133	1	\$ 500,000	\$ 500,000
PARK & RIDE FACILITY	I-70	1	\$ 500,000	\$ 500,000
EMPLOYEE HOUSING	SUBSIDIZED UNITS	1	\$ 500,000	\$ 500,000
EQUIPMENT/VEHICLES	SNOWPLOWS/MAINTENANCE VEHICLES	N/A	\$ 3,000,000	\$ 3,000,000
BUS STOP IMPROVEMENTS	VEHICLES		\$ 500,000	\$ 500,000
TRANSIT CENTER	HIGHWAY 82 (EL JEBEL - GLENWOOD)	20	\$ 25,000	\$ 500,000
TOTAL 10-YEAR CAPITAL BUDGET	GLENWOOD SPRINGS	1	\$ 2,000,000	\$ 2,000,000
ASSUMED FTA CAPITAL GRANTS	N/A	N/A	N/A	\$ 22,100,000
	ANNUAL FTA GRANT FUNDING	10	\$(1,100,000)	\$(11,000,000)
Section 2. ESTIMATED NET BOND PROCEEDS REQUIRED	N/A	N/A	N/A	\$ 11,100,000

APPENDIX G

INVENTORY OF RFTA ASSETS

SUMMARY		
CATEGORY		COST
OUTDOOR & RECREATION IMPROVEMENTS		\$ 197,376
SPECIAL & TECHNICAL EQUIPMENT		\$ 795,770
VEHICLES & MOBILE EQUIPMENT		\$ 18,268,526
WORK AND SERVICE EQUIPMENT		\$ 493,281
GRAND TOTAL		\$ 19,754,953

INVENTORY

RFTA FIXED ASSET LIST											
TAG #	DEPT NAME	FU ND	DP	CT	F/A#	A	F/A TITLE	C	CATEGORY	DESCRIPTION	COST
421300	RFTA	800	72	24	002		BIKE RACKS		OUTDOOR & RECR IMPROV	(4) 5' BIKE RACK	623.92
421301	RFTA	800	72	24	002		BIKE RACKS		OUTDOOR & RECR IMPROV	(3) 5' BIKE RACK	(467.94)
713100	RFTA	800	72	24	002		BIKE RACKS		OUTDOOR & RECR IMPROV	(3) 5' BIKE RACKS	575.87
115201	RFTA	800	72	24	040		BUS STOP FACILITIES		OUTDOOR & RECR IMPROV	(8) BUS SHELTERS	35,869.04
180400	RFTA	800	72	24	040		BUS STOP FACILITIES		OUTDOOR & RECR IMPROV	(10) BUS SHELTERS	40,892.99
529600	RFTA	800	72	24	040		BUS STOP FACILITIES		OUTDOOR & RECR IMPROV	(10) BUS SHELTERS	33,750.00
545400	RFTA	800	72	24	040		BUS STOP FACILITIES		OUTDOOR & RECR IMPROV	6 BUS SHELTERS	25,110.00
767400	RFTA	800	72	24	040	25	BUS STOP FACILITIES		OUTDOOR & RECR IMPROV	PNR/BR CK & 82	9,175.00
767401	RFTA	800	72	24	040	25	BUS STOP FACILITIES		OUTDOOR & RECR IMPROV	PNR/EL JEBEL	18,483.44
767402	RFTA	800	72	24	040	25	BUS STOP FACILITIES		OUTDOOR & RECR IMPROV	CITY BUS STOP	6,940.00

767403	RFTA	800 72	24 040	25	BUS STOP FACILITIES	OUTDOOR & RECR IMPROV	PNR/COWAN CENTER	6,090.00
767404	RFTA	800 72	24 040	25	BUS STOP FACILITIES	OUTDOOR & RECR IMPROV	PNR/AIRPORT	2,950.00
115100	RFTA	800 72	24 800		OUTDOOR LIGHTING	OUTDOOR & RECR IMPROV	SECURITY LIGHT & POLE	965.00
115101	RFTA	800 72	24 800		OUTDOOR LIGHTING	OUTDOOR & RECR IMPROV	LIGHTING IMPROVEMENT	
545500	RFTA	800 72	24 800		OUTDOOR LIGHTING	OUTDOOR & RECR IMPROV	SECURITY LIGHT & POLE/LAZY GLEN	774.00
545600	RFTA	800 72	24 800		OUTDOOR LIGHTING	OUTDOOR & RECR IMPROV	SECURITY LIGHTS / ASPEN JUNCTION	1,200.00
573800	RFTA	800 72	24 800		OUTDOOR LIGHTING	OUTDOOR & RECR IMPROV	SECURITY LIGHTS AABC	8,000.00
1031300	RFTA	800 72	24 800		OUTDOOR LIGHTING	OUTDOOR & RECR IMPROV	SECURITY LIGHTS & POLES	3,945.00
						OUTDOOR & RECR IMPROV		2,500.00
						OUTDOOR & RECR IMPROV		197,376.32
766900	RFTA	800 72	26 110		PHOTO TAKING EQUIP	SPECIAL & TECH EQUIP	CAMCORDER	799.98
1031000	RFTA	800 72	26 110		PHOTO TAKING EQUIP	SPECIAL & TECH EQUIP	DELUXE 4 SHOT CAMERA	908.94
124800	RFTA-PITCO	800 70	26 400		COMMUNIC & AUDIO EQUIP	SPECIAL & TECH EQUIP	PA SYSTEM	1,055.19
711050	RFTA	800 72	26 401		SECURITY ALARM SYSTEM	SPECIAL & TECH EQUIP	SECURITY SURVEILLANCE	9,725.00
767500	RFTA	800 72	26 401		SECURITY ALARM SYSTEM	SPECIAL & TECH EQUIP	RUBEN PARK	4,314.89
465901	RFTA	800 72	26 410		RADIO COMMUNTC EQUIP	SPECIAL & TECH EQUIP	RADIO REPEATER	3,000.00
574500	RFTA	800 72	26 410		RADIO COMMUNTC EQUIP	SPECIAL & TECH EQUIP	12 YR TRUCK SYSTEM LEASE	139,535.00
334000	RFTA-PITCO	800 70	26 411		TRANSMITTERS	SPECIAL & TECH EQUIP	MAXAR BASE STATION	2,647.95
574300	RFTA	800 72	26 411		TRANSMITTERS	SPECIAL & TECH EQUIP	RADIO SYSTEM ACQUISITION	401,938.00
112400	RFTA	800 72	26 414		HAND UNITS	SPECIAL & TECH EQUIP	MT500 HAND PACK	0.00
112500	RFTA	800 72	26 414		HAND UNITS	SPECIAL & TECH EQUIP	MT500 HAND PACK	0.00
112600	RFTA	800 72	26 414		HAND UNITS	SPECIAL & TECH EQUIP	MT500 HAND PACK	0.00
127400	RFTA	800 72	26 414		HAND UNITS	SPECIAL & TECH EQUIP	HAND PACK RADIO - FOR POLICE	2,963.50
127500	RFTA	800 72	26 414		HAND UNITS	SPECIAL & TECH EQUIP	HAND PACK RADIO - FOR	

127600	RFTA	800 72	26 414	HAND UNITS	SPECIAL & TECH EQUIP	POLICE HAND PACK RADIO - FOR POLICE	2,963.50
712750	RFTA	800 72	26 414	HAND UNITS	SPECIAL & TECH EQUIP	HAND PACK RADIO	2,963.50
712800	RFTA	800 72	26 414	HAND UNITS	SPECIAL & TECH EQUIP	HAND PACK RADIO	652.60
712850	RFTA	800 72	26 414	HAND UNITS	SPECIAL & TECH EQUIP	HAND PACK RADIO	652.60
1030400	RFTA	800 72	26 414	HAND UNITS	SPECIAL & TECH EQUIP	HT1000 A3 UHF HAND PACK RADIO	652.60 789.63
1030500	RFTA	800 72	26 414	HAND UNITS	SPECIAL & TECH EQUIP	HT1000 A3 UHF HAND PACK RADIO	789.63
1030600	RFTA	800 72	26 414	HAND UNITS	SPECIAL & TECH EQUIP	HT1000 A3 UHF HAND PACK RADIO	789.64
124900	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125000	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125100	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125200	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125300	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125400	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125500	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125600	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125800	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
125900	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
126000	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
126300	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
126400	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
126500	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09

126600	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
126800	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
126900	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE	2,932.09
127000	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA 800 - C4 JEEP	3,156.45
127100	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE RADIO	2,714.48
127200	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE RADIO	2,714.48
127300	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	ASTRO SPECTRA MOBILE RADIO	2,714.48
292500	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	688.90
292600	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	688.90
292700	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	688.90
292800	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	688.90
292900	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	688.90
464800	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MOBILE RADIO	1,174.88
468400	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MOBILE RADIO	1,344.13
468500	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MOBILE RADIO	1,344.13
468600	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MOBILE RADIO	1,344.12
468700	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MOBILE RADIO	1,344.12
468800	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MOBILE RADIO	1,344.12
574400	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE RADIO	514.00
712350	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE RADIO	798.90
712400	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE RADIO	798.90
712450	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE RADIO	798.90
718800	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE RADIO	568.80
718900	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719000	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719100	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719200	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719300	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719400	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719500	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719600	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719700	RFTA	800 72	26 415	MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80

719800	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
719900	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
720000	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
720100	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
720200	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
720300	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
720400	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
767100	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	568.80
1030700	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	(3) MAX TRAC RADIOS	1,470.57
1030800	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE 300 UHF	783.73
1030900	RFTA	800 72	26 415		MOBILE UNITS	SPECIAL & TECH EQUIP	MAXTRAC MOBILE	504.00
930000	RFTA	800 72	26 426		TAPE RECORDER	SPECIAL & TECH EQUIP	MAXTRAC 100 A5 UHF MOBILE CONV	442.01
930001	RFTA	800 72	26 426		TAPE RECORDER	SPECIAL & TECH EQUIP	MICROCASSETTE RECORDER	0.00
952000	RFTA-PITCO	800 70	26 427		TAPE RECORDER	SPECIAL & TECH EQUIP	SONY DICTAPHONE	669.00
766800	RFTA	800 72	26 431		DICTATING T.V	SPECIAL & TECH EQUIP	DICTAPHONE	572.00
768400	RFTA	800 72	26 442		PHONE SYSTEM	SPECIAL & TECH EQUIP	TV/VC	549.97
768401	RFTA	800 72	26 442		PHONE SYSTEM	SPECIAL & TECH EQUIP	TOSHIBA PHONE SYSTEM	11,012.30
768401	RFTA	800 72	26 442		PHONE SYSTEM	SPECIAL & TECH EQUIP	PHONE SYSTEM - PAGING SYSTEM	1,385.10
768402	RFTA	800 72	26 442		PHONE SYSTEM	SPECIAL & TECH EQUIP	PHONE SYSTEM - RUBY PARK	1,890.89
768403	RFTA	800 72	26 442		PHONE SYSTEM	SPECIAL & TECH EQUIP	VOICE MAIL SYSTEM	
573900	RFTA	800 72	26 601		PHONE SYSTEM	SPECIAL & TECH EQUIP	PHONE SYSTEM EXPANSION	2,759.00
574100	RFTA	800 72	26 601		COMPUTER- PERSONAL	SPECIAL & TECH EQUIP	TWINHEAD NOTEBOOK COMPUTER 166T2	2,818.00
574200	RFTA	800 72	26 601		COMPUTER- PERSONAL	SPECIAL & TECH EQUIP	PC-PENTIUM P5-166	5,506.00
1031800	RFTA	800 72	26 601		COMPUTER- PERSONAL	SPECIAL & TECH EQUIP	PC-PENTIUM P5-166	2,324.00
154100	RFTA-PITCO	800 70	26 606		COMPUTER- PERSONAL	SPECIAL & TECH EQUIP	PENTIUM 120	2,324.00
178500	RFTA-PITCO	800 70	26 606		MGMT INFO SYSTEMS	SPECIAL & TECH EQUIP	MAINT MGMT INFORMATION	2,184.00
178501	RFTA-PITCO	800 70	26 606		MGMT INFO SYSTEMS	SPECIAL & TECH EQUIP	PC BASED MAINTENANCE	122.86
					MGMT INFO SYSTEMS	SPECIAL & TECH EQUIP	PC BASED MAINTENANCE	19,726.83
					MGMT INFO SYSTEMS	SPECIAL & TECH EQUIP	PC BASED MAINTENANCE	3,840.84

120400	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PII 266 - SERVER		10,252.00
120700	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	P233-64 LAPTOP W/CASE		1,397.99
120800	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC- E3200 350 CD ROM		1,610.00
120900	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-SOLO PORTABLE 9100 S5		4,085.00
121000	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-E4200 - 300 COMPUTER		1,581.00
121100	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-66 233 COMPUTER		1,853.00
121200	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-66 233 COMPUTER		1,853.00
121300	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-66 233 COMPUTER		1,853.00
121400	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-66 233 COMPUTER		1,853.00
121500	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-66 233 COMPUTER		1,853.00
121600	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-E4200 - 300 COMPUTER		1,761.00
121700	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-E4200 - 300 COMPUTER		1,761.00
121800	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-E4200 - 300 COMPUTER		1,761.00
121900	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-E4200 - 300 COMPUTER		1,761.00
122000	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-E4200 - 300 COMPUTER		1,761.00
122100	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PC-E4200 - 300 COMPUTER		1,761.00
736302	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	PENTIUM 120 FILESERVER 32MB RAM		3,131.00
736600	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	MAINT NETWORK ENHANCEMENT		7,557.65
736601	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	NETWORK ENHANCEMENT		2,331.75
736602	RFTA	800 72	26 610		COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	NETWORK ENHANCEMENT		6,544.00

736603	RFTA	800 72	26 610	COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	LASER SCANNER	711.50
736605	RFTA	800 72	26 610	COMPUTER-EQUIPMENT	SPECIAL & TECH EQUIP	TMT BARCODE MODULE	1,898.00
120500	RFTA	800 72	26 614	COMPUTER-PRINTERS	SPECIAL & TECH EQUIP	4000TN LASERJET	1,487.00
120600	RFTA	800 72	26 614	COMPUTER-PRINTERS	SPECIAL & TECH EQUIP	COLOR 1520 INKJET	715.00
293400	RFTA	800 72	26 614	COMPUTER-PRINTERS	SPECIAL & TECH EQUIP	HP LASERJET	1,989.74
736604	RFTA	800 72	26 614	COMPUTER-PRINTERS	SPECIAL & TECH EQUIP	DMX 400 THERMAL PRINTER	1,895.75
768000	RFTA	800 72	26 614	COMPUTER-PRINTERS	SPECIAL & TECH EQUIP	HP 4 SIMX PRINTER	4,258.00
768001	RFTA	800 72	26 614	COMPUTER-PRINTERS	SPECIAL & TECH EQUIP	8MB RAM/4P 4PRINTER	450.00
768100	RFTA	800 72	26 614	COMPUTER-PRINTERS	SPECIAL & TECH EQUIP	CANON BUBBLE JET PRINTER	310.89
543100	RFTA	800 72	26 942	TRAFFIC CONTROL EQUIP	SPECIAL & TECH EQUIP	RADAR GUN & RECHGER-BATT	640.00
935200	RFTA-PITCO	800 70	23 000	PASSENGER VEHICLES	SPECIAL & TECH EQUIP Total	BOND COST FOR BUS ACQ	795,770.24
544300	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	95 LEGACY WAGON	25,781.25
718400	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	94 SUPREME CUTAWAY VAN	16,170.00
718401	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	HEADSIGN	37,612.50
718500	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	HEADSIGN	3,646.24
718501	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	94 SUPREME CUTAWAY VAN	37,612.50
718502	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	HEADSIGN	3,646.24
767200	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	ELECTRONIC HEADSIGN	4,461.66
544000	RFTA	800 72	23 000	PASSENGER VEHICLES	VEHICLES & MOBILE EQUIP	(46) HEADSIGNS ELECTRONIC	128,808.39
573500	RFTA	800 72	23 001	CHECKER	VEHICLES & MOBILE EQUIP	95 CANDIDATE DIAL A RIDE	43,995.00
573600	RFTA	800 72	23 001	CHECKER	VEHICLES & MOBILE EQUIP	98 SENATOR - DIAL A RIDE	59,743.00
		800 72	23 001	CHECKER	VEHICLES & MOBILE EQUIP	98 SENATOR - DIAL A RIDE	59,743.00

115400	RFTA	800 72	23 020	TURTLETOP	VEHICLES & MOBILE EQUIP	85 TURTLETOP	36,506.48
896803	RFTA-PITCO	800 70	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.63
735000	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,723.06
735100	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.12
735200	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
735300	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
735400	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
735500	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
735600	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
735700	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
735800	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
735900	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
736000	RFTA	800 72	23 065	NEOPLAN BUS # 13632	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
896900	RFTA-PITCO	800 70	23 066	NEOPLAN BUS # 13633	VEHICLES & MOBILE EQUIP	TRANSIT BUS	8,735.11
896903	RFTA-PITCO	800 70	23 066	NEOPLAN BUS # 13633	VEHICLES & MOBILE EQUIP	TRANSLINER TRANSIT BUS	149,197.73
897000	RFTA-PITCO	800 70	23 067	NEOPLAN BUS # 13634	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
897003	RFTA-PITCO	800 70	23 067	NEOPLAN BUS # 13634	VEHICLES & MOBILE EQUIP	TRANSLINER TRANSIT BUS	149,197.73
897100	RFTA-PITCO	800 70	23 068	NEOPLAN BUS # 13635	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
897103	RFTA-PITCO	800 70	23 068	NEOPLAN BUS # 13635	VEHICLES & MOBILE EQUIP	TRANSLINER TRANSIT BUS	149,197.76
897200	RFTA-PITCO	800 70	23 069	NEOPLAN BUS # 13636	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
897203	RFTA-PITCO	800 70	23 069	NEOPLAN BUS # 13636	VEHICLES & MOBILE EQUIP	TRANSLINER TRANSIT BUS	149,197.73
					VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64

512700	RFTA-CITY OF ASPEN	800 71	23 100	13636	TRUCKS	VEHICLES & MOBILE EQUIP	84 DODGE PICKUP	0.00
128000	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	1998 CHEROKEE - C4	
128200	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	1998 FORD RANGER PICKUP	19,965.00
544100	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	F350 TRUCK W/SNOWPLOW	15,700.00
544200	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	2AXLE TRAILER W/SGL BRAKE	18,200.00
573400	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	97 JEEP CHEROKEE - C3	1,400.00
616900	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	S-10 BLAZER	19,870.00
617000	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	S-10 BLAZER	14,110.00
711200	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	4X4 SUPER CAB W/TOOL BOX	14,400.00
711250	RFTA	800 72	23 100	TRUCKS	TRUCKS	VEHICLES & MOBILE EQUIP	4X4 SUPER CAB W/TOOL BOX	12,470.00
154300	RFTA-PITCO	800 70	23 183	GMC		VEHICLES & MOBILE EQUIP	85 FLATBED WITH SPREADER	42,882.12
154500	RFTA-PITCO	800 70	23 184	POWER SWEEPER		VEHICLES & MOBILE EQUIP	POWER SWEEPER W/HIGH	15,829.21
466500	RFTA	800 72	23 187	DODGE VAN		VEHICLES & MOBILE EQUIP	90 B-350 WHITE VAN	18,002.50
466700	RFTA	800 72	23 187	DODGE VAN		VEHICLES & MOBILE EQUIP	90 B-350 WHITE VAN	18,002.50
127800	RFTA	800 72	23 292	FORK LIFT		VEHICLES & MOBILE EQUIP	1995 FORK LIFT	
469400	RFTA	800 72	23 381	ENGINE		VEHICLES & MOBILE EQUIP	8.2 ENGINE MODULE	27,360.84
970000	RFTA-PITCO	800 70	23 385	TRANSMISSION		VEHICLES & MOBILE EQUIP	TRANSMISSION	20,000.00
962500	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	8,953.00
962600	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.78
962700	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.78
962800	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.78
962900	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.77
963000	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.77
963100	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.77
963200	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.77
963300	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.77
963400	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.77
965500	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.77
965600	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.93
965700	RFTA-PITCO	800 70	23 391	FARE BOX		VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.93

965800	RFTA-PITCO	80070	23391		FARE BOX	VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.92
965900	RFTA-PITCO	80070	23391		FARE BOX	VEHICLES & MOBILE EQUIP	MAIN FARE BOX	549.92
124700	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	(17) ELECTRONIC	
467800	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	FAREBOXES	91,375.00
544400	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	(11) FARE BOX W/SELF LOCK	11,205.50
712300	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	(6) ELECTRONIC	30,060.00
717900	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	FAREBOXES	
718600	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	(3) FARE BOX W/SELF LOCK	1,849.57
749100	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	(6) FARE BOXES	7,215.92
769600	RFTA	80072	23391		FARE BOX	VEHICLES & MOBILE EQUIP	(6) FARE BOX	7,291.85
964500	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	(3) FARE BOX & VAULT	4,882.50
964600	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	(31) ELECTRONIC FAREBOX	182,435.48
964700	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
964800	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
964900	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
965000	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
965100	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
965200	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
965300	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
965400	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
966600	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
966700	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
966800	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
966900	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967000	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967100	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967200	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967300	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967400	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967500	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967600	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967700	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967800	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
967900	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
968000	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62
968100	RFTA-PITCO	80070	23392		VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.62

968200	RFTA-PITCO	800 70	23 392	VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.66
968300	RFTA-PITCO	800 70	23 392	VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.66
968400	RFTA-PITCO	800 70	23 392	VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.66
968500	RFTA-PITCO	800 70	23 392	VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.66
968600	RFTA-PITCO	800 70	23 392	VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.66
968700	RFTA-PITCO	800 70	23 392	VAULT	VEHICLES & MOBILE EQUIP	SELF LOCKING VAULT	132.66
128300	RFTA	800 72	23 392	VAULT	VEHICLES & MOBILE EQUIP	CASHBOX ASS4-RECEIVER	132.66
718000	RFTA	800 72	23 392	VAULT	VEHICLES & MOBILE EQUIP	(12) VAULT - SLATE GRAY	9,514.16
718700	RFTA	800 72	23 392	VAULT	VEHICLES & MOBILE EQUIP	(12) VAULTS - SLATE GRAY	2,243.98
115300	RFTA-PITCO	800 70	23 395	DESTINATION SIGN	VEHICLES & MOBILE EQUIP	(32) DESTINATION SIGN	2,267.95
157700	RFTA-PITCO	800 70	23 400	BUSES	VEHICLES & MOBILE EQUIP	1985 AUDIT COST	100.00
971101	RFTA-PITCO	800 70	23 400	BUSES	VEHICLES & MOBILE EQUIP	RELATED BUS ACQUISITION	9,713.85
122200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1999 ARTICULATED BUS	378,353.00
122300	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1999 ARTICULATED BUS	378,353.00
122400	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
122900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123300	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123400	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123600	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123700	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
123800	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	SPARE POWER PLANT	54,287.00
					VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00

123900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
124000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
124100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
124200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
124300	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
124400	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
124500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
124600	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1998 NEOPLAN TRANSLINER	251,708.00
128100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	1985 ARTICULATED BUS	251,708.00
292000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	METROLINER COACH	55,000.00
292100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	METROLINER COACH	125,386.02
292200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	METROLINER COACH	125,386.02
292400	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	METROLINER COACH	125,386.03
466800	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	125,386.03
466900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467300	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467400	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467600	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
467700	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
468900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	TRANSIT BUS	155,000.00
468901	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	30' TRANSIT BUS	155,000.00
468902	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	DOWN PAYMENT VILLAGER	111,271.35
468903	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	BOND COSTS ON NEW	185,743.24
469000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	CAPITALIZED INTEREST ON	26,894.52
469100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	30' TRANSIT BUS	5,276.79
469200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	30' TRANSIT BUS	111,271.35
469200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	30' TRANSIT BUS	111,271.35
469200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	30' TRANSIT BUS	111,271.35

469300	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	30' TRANSIT BUS	111,271.35
529500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	LEASE/PURCHASE METROLINERS	856.00
543500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	84 TRANSLINER-CAMBRIA#320	34,576.04
543600	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	84 TRANSLINER-CAMBRIA#319	34,576.00
543700	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	84 TRANSLINER-CAMBRIA#318	34,576.00
543800	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	84 TRANSLINER-CAMBRIA#317	34,576.00
543900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	84 TRANSLINER-CAMBRIA#321	34,576.00
573700	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	ELF-HUNTER CREEK	108,933.00
617100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	POWER LIFT	7,500.00
712550	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	STARSHIP SHUTTLE	62,128.00
712600	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	STARSHIP SHUTTLE (CNG)	66,528.00
735001	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735101	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735201	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735301	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735401	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735501	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735601	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735701	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735801	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
735901	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
736001	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
748900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	NEOPLAN TRANSIT BUS	1,000.00
749000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	GALENA ST SHUTTLE	47,227.45
768500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	95 CARBON FIBER W/FAREBOX	47,227.46
768600	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	95 CARBON FIBER W/FAREBOX	328,545.17
768700	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	95 CARBON FIBER W/FAREBOX	328,545.17
768701	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	CARBON FIBER SPARE POWER PLANT	40,000.00
768800	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN METROLINER	278,559.17

768900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	METROLINER	278,559.17
769000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	METROLINER	278,559.17
769100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	METROLINER	278,559.17
769200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,174.17
769300	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,174.17
769400	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	SPARE POWER PLANT		39,635.00
769500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	SPARE POWER PLANT		58,040.00
769700	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 TRANSLINER W/FAREBOX		236,762.17
769800	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 TRANSLINER W/FAREBOX		236,762.17
769900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 TRANSLINER W/FAREBOX		236,762.17
770000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770100	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770200	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770300	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770400	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770500	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770600	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770700	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770800	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
770900	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
771000	RFTA	800 72	23 400	BUSES	VEHICLES & MOBILE EQUIP	94 W/HEADSIGN	TRANSLINER	236,762.17
970100	RFTA-PITCO	800 70	23 501	NEOPLAN BUS # 13497	VEHICLES & MOBILE EQUIP	84 W/HEADSIGN	TRANSLINER TRANSIT	146,675.60
970101	RFTA-PITCO	800 70	23 501	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS BUS PAINTING		2,348.64

970200	RFTA-PITCO	800 70					13497	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970201	RFTA-PITCO	800 70	23 502				13498	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
970202	RFTA	800 72	23 502				13498	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
970300	RFTA-PITCO	800 70	23 503				13500	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970301	RFTA-PITCO	800 70	23 503				13500	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
970302	RFTA	800 72	23 503				13500	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATER	3,798.67
970400	RFTA-PITCO	800 70	23 504				13501	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970401	RFTA-PITCO	800 70	23 504				13501	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
970402	RFTA	800 72	23 504				13501	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
970500	RFTA-PITCO	800 70	23 505				13505	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970501	RFTA-PITCO	800 70	23 505				13505	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
970502	RFTA	800 72	23 505				13505	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
970600	RFTA-PITCO	800 70	23 506				13502	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970601	RFTA-PITCO	800 70	23 506				13502	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
970602	RFTA	800 72	23 506				13502	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
970700	RFTA-PITCO	800 70	23 507				13499	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970701	RFTA-PITCO	800 70	23 507				13499	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
970702	RFTA	800 72	23 507				13499	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
970800	RFTA-PITCO	800 70	23 508				13495	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970801	RFTA-PITCO	800 70	23 508				13495	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64

970802	RFTA	800 72	23 508		13495	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
970900	RFTA-PITCO	800 70	23 509		13495	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
970901	RFTA-PITCO	800 70	23 509		13504	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
970902	RFTA	800 72	23 509		13504	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
971000	RFTA-PITCO	800 70	23 510		13503	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
971001	RFTA-PITCO	800 70	23 510		13503	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
971002	RFTA	800 72	23 510		13503	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
971100	RFTA-PITCO	800 70	23 511		13496	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	84 TRANSLINER TRANSIT BUS	146,675.60
971102	RFTA-PITCO	800 70	23 511		13496	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	BUS PAINTING	2,348.64
971103	RFTA	800 72	23 511		13496	NEOPLAN BUS #	VEHICLES & MOBILE EQUIP	WABASTO HEATERS	3,798.67
							VEHICLES & MOBILE EQUIP Total		18,268,526.46
115000	RFTA-PITCO	800 70	22 004			PAINT SPRAYER	WORK & SVC EQUIP	FRESH AIR MASK	2,018.67
910400	RFTA-CITY OF ASPEN	800 71	22 004			PAINT SPRAYER	WORK & SVC EQUIP	PAINT SPRAYER	114.80
910500	RFTA-CITY OF ASPEN	800 71	22 004			PAINT SPRAYER	WORK & SVC EQUIP	PAINT SPRAYER	204.40
999300	RFTA-PITCO	800 70	22 013			LADDER	WORK & SVC EQUIP	12 STEP STEEL SAFTEY LADD	481.50
999400	RFTA-PITCO	800 70	22 013			LADDER	WORK & SVC EQUIP	12 STEP SAFLEY LADDER	481.50
999600	RFTA-PITCO	800 70	22 013			LADDER	WORK & SVC EQUIP	8' HEAVY DUTY STEP LADDER	181.45
999700	RFTA-PITCO	800 70	22 013			LADDER	WORK & SVC EQUIP	5 STEP W/HANDRAIL LADDER	184.00
999800	RFTA-PITCO	800 70	22 013			LADDER	WORK & SVC EQUIP	5 STEP W/HANDRAIL LADDER	184.00
541700	RFTA-CARBONDALE	800 69	22 014			IMPACT WRENCH	WORK & SVC EQUIP	IR AIR IMPACT WRENCH	525.00
573000	RFTA-	800 69	22 014			IMPACT WRENCH	WORK & SVC EQUIP	6017 TORQUE WRENCH	504.89

952200	RFTA-PITCO	800 70	22 107	BUS WASHER	WORK & SVC EQUIP	BUS WASHER	60,995.00
952203	RFTA-PITCO	800 70	22 107	BUS WASHER	WORK & SVC EQUIP	BUS WASHER	4,505.39
259301	RFTA-PITCO	800 70	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	2-TON HYDRAULIC MOB.CRANE	343.50
260001	RFTA-PITCO	800 70	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	INJECTOR FLOW-COMPARATOR	3,177.00
831441	RFTA-PITCO	800 70	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	86 BUS MAINT FACILITY	6,392.02
831442	RFTA-PITCO	800 70	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	87 BUS MAINT FACILITY	(6,392.02)
953800	RFTA-PITCO	800 70	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	POWER SOURCE	1,295.84
954300	RFTA-PITCO	800 70	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	BRAKE SHOE ARCKER	3,757.11
985100	RFTA-PITCO	800 70	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	MICROPROCESS CONTROL BOX	1,437.53
464300	RFTA	800 72	22 110	AUTOMOTIVE TOOLS & EQUIP	WORK & SVC EQUIP	NUTSERT TOOL	392.74
542500	RFTA-CARBONDALE	800 69	22 113	GREASE PUMP	WORK & SVC EQUIP	AIR GREASE GUN	649.00
542600	RFTA-CARBONDALE	800 69	22 113	GREASE PUMP	WORK & SVC EQUIP	90 WT. PUMP	719.64
912100	RFTA-CITY OF ASPEN	800 71	22 113	GREASE PUMP	WORK & SVC EQUIP	HIGH PRESSURE GREASE PUMP	300.00
912900	RFTA-CITY OF ASPEN	800 71	22 114	ENGINE ANALYZER	WORK & SVC EQUIP	FUEL PUMP ANALYZER	3,232.47
155000	RFTA-PITCO	800 70	22 115	SPEC AUTO TOOLS	WORK & SVC EQUIP	TRANSMISSION TEST BOX	818.00
155001	RFTA-PITCO	800 70	22 115	SPEC AUTO TOOLS	WORK & SVC EQUIP	TRANSMISSION TEST GAUGE	92.82
155002	RFTA-PITCO	800 70	22 115	SPEC AUTO TOOLS	WORK & SVC EQUIP	TRANSMISSION CONNECTION	215.35
155003	RFTA-PITCO	800 70	22 115	SPEC AUTO TOOLS	WORK & SVC EQUIP	TRANSMISSION LIFTING	258.51
155004	RFTA-PITCO	800 70	22 115	SPEC AUTO TOOLS	WORK & SVC EQUIP	TRANSMISSION TEST ADAPTER	154.28
155005	RFTA-PITCO	800 70	22 115	SPEC AUTO TOOLS	WORK & SVC EQUIP	TRANSMISSION TEST RELAY	84.10
155200	RFTA-PITCO	800 70	22 115	SPEC AUTO TOOLS	WORK & SVC EQUIP	TAPLEY BRAKE METER W/	810.32

542000	RFTA-CARBONDALE	800 69	22 117		DOLLIE	WORK & SVC EQUIP	WHEEL DOLLY	530.00
542100	RFTA-CARBONDALE	800 69	22 117		DOLLIE	WORK & SVC EQUIP	WHEEL DOLLY	530.00
573100	RFTA	800 72	22 117		DOLLIE	WORK & SVC EQUIP	HYDRAULIC LIFT DOLLY	775.71
1029700	RFTA-CARBONDALE	800 69	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	CODE READER	1,377.26
952500	RFTA-PITCO	800 70	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	ENG/TRANSMISSIONS SHEET METAL SHEAR	3,725.07
952600	RFTA-PITCO	800 70	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	RESURFACER-STORM/VULCAN	15,207.00
953900	RFTA-PITCO	800 70	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	TIG-RIG UNIT	1,088.53
954100	RFTA-PITCO	800 70	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	TRUCK TIRE SPREADER	2,765.28
954500	RFTA-PITCO	800 70	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	ROTARY PUNCH	4,965.10
972700	RFTA-PITCO	800 70	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	RED HEAD HAMMER	960.62
122800	RFTA	800 72	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	(2) OIL GUNS	731.50
1031200	RFTA	800 72	22 120		MECH SHOP TOOLS	WORK & SVC EQUIP	TOOL READER FOR CARBON FIBER TRANSM	2,109.95
955400	RFTA-PITCO	800 70	22 121		DRILL PRESS	WORK & SVC EQUIP	(2) DRILL PRESS	955.12
952900	RFTA-PITCO	800 70	22 122		GRINDER	WORK & SVC EQUIP	14" PEDESTAL GRINDER WITH	2,218.91
953000	RFTA-PITCO	800 70	22 122		GRINDER	WORK & SVC EQUIP	12" PEDESTAL GRINDER WITH	1,728.25
953100	RFTA-PITCO	800 70	22 122		GRINDER	WORK & SVC EQUIP	8" PEDESTAL GRINDER WITH	817.74
951500	RFTA-PITCO	800 70	22 123		SHARPNER	WORK & SVC EQUIP	DRILL BIT SHARPENER	295.00
954900	RFTA-PITCO	800 70	22 124		WISE MACHANICS	WORK & SVC EQUIP	(2) 8" VISE,BENCH-MOUNTED	453.54
955000	RFTA-PITCO	800 70	22 124		WISE MACHANICS	WORK & SVC EQUIP	6" VISE,BENCH MOUNTED	228.47
955100	RFTA-PITCO	800 70	22 124		WISE MACHANICS	WORK & SVC EQUIP	(4)6" MACHINIST BENCH	351.32
955200	RFTA-PITCO	800 70	22 124		WISE MACHANICS	WORK & SVC EQUIP	6" BENCH VISE, LOCKING	228.47
955300	RFTA-PITCO	800 70	22 124		WISE MACHANICS	WORK & SVC EQUIP	(3)6" BENCH VISE,	547.50
913300	RFTA-CITY OF ASPEN	800 71	22 124		WISE MACHANICS	WORK & SVC EQUIP	HYDRAULIC PRESS	670.00
954600	RFTA-PITCO	800 70	22 125		BAND SAW	WORK & SVC EQUIP	HORIZONTAL BAND SAW	1,238.50

910700	RFTA-CITY OF ASPEN	800 71	22 125	BAND SAW	WORK & SVC EQUIP	BAND SAW W/ FLOOR STAND	383.47
814100	RFTA-PITCO	800 70	22 126	SOCKET SET	WORK & SVC EQUIP	WHEEL NUT SOCKET SET	189.60
981000	RFTA-PITCO	800 70	22 129	BRAKE LATHE	WORK & SVC EQUIP	BRAKE LATHE & ACC	14,757.23
1031500	RFTA-CARBONDALE	800 69	22 130	GARAGE EQUIP	WORK & SVC EQUIP	FREON RECYCLER	1,295.00
1032200	RFTA-CARBONDALE	800 69	22 130	GARAGE EQUIP	WORK & SVC EQUIP	WASTE OIL PUMP	1,166.00
897600	RFTA-PITCO	800 70	22 130	GARAGE EQUIP	WORK & SVC EQUIP	DIAGNOSTIC TEST BOX	145.00
530300	RFTA	800 72	22 130	GARAGE EQUIP	WORK & SVC EQUIP	AIR COMPRESSOR, PORTABLE	773.89
530400	RFTA	800 72	22 130	GARAGE EQUIP	WORK & SVC EQUIP	RECYCLER	4,000.00
1032100	RFTA	800 72	22 130	GARAGE EQUIP	WORK & SVC EQUIP	MOBILE FUEL TANK	559.69
541800	RFTA-CARBONDALE	800 69	22 131	JACK	WORK & SVC EQUIP	AIR/HYD JACK	2,402.34
541900	RFTA-CARBONDALE	800 69	22 131	JACK	WORK & SVC EQUIP	WHEEL JACK	780.25
542300	RFTA-CARBONDALE	800 69	22 131	JACK	WORK & SVC EQUIP	10 TON FLOOR JACK	1,330.10
153200	RFTA-PITCO	800 70	22 131	JACK	WORK & SVC EQUIP	5 TON SERVICE JACK	495.29
153300	RFTA-PITCO	800 70	22 131	JACK	WORK & SVC EQUIP	10 TON AIR-HYD JACK	1,523.50
913700	RFTA-CITY OF ASPEN	800 71	22 131	JACK	WORK & SVC EQUIP	FLOOR JACK	760.00
913900	RFTA-CITY OF ASPEN	800 71	22 131	JACK	WORK & SVC EQUIP	HYDRAULIC JACK	137.94
914000	RFTA-CITY OF ASPEN	800 71	22 131	JACK	WORK & SVC EQUIP	JACK & ADAPTOR	625.28
294600	RFTA	800 72	22 131	JACK	WORK & SVC EQUIP	7-TON JACK STAND	176.37
542200	RFTA-CARBONDALE	800 69	22 132	WELDER	WORK & SVC EQUIP	WELDER	1,303.37
954000	RFTA-PITCO	800 70	22 132	WELDER	WORK & SVC EQUIP	ACCESSORIES FOR WELDER	2,093.17
954002	RFTA-PITCO	800 70	22 132	WELDER	WORK & SVC EQUIP	(4) PORTABLE WELDING	439.25
954003	RFTA-PITCO	800 70	22 132	WELDER	WORK & SVC EQUIP	(2) PORTABLE WLDNG SCREEN	(219.63)
914200	RFTA-CITY OF ASPEN	800 71	22 132	WELDER	WORK & SVC EQUIP	#100 WELDING SET	185.00
466200	RFTA	800 72	22 132	WELDER	WORK & SVC EQUIP	WELDER	2,186.90
466201	RFTA	800 72	22 132	WELDER	WORK & SVC EQUIP	GUN NOZZLE FOR WELDER	296.70
953400	RFTA-PITCO	800 70	22 134	HOIST	WORK & SVC EQUIP	(2) TROLLEY HOIST	4,408.82

953500	RFTA-PITCO	800 70	22 136		WASHER	WORK & SVC EQUIP	LARGE PARTS WASHER	1,436.30
953600	RFTA-PITCO	800 70	22 136		WASHER	WORK & SVC EQUIP	LARGE PARTS WASHER	2,350.22
915700	RFTA-CITY OF ASPEN	800 71	22 139		AIR HAMMER	WORK & SVC EQUIP	AIR HAMMER PH-45A	107.00
294900	RFTA	800 72	22 141		MASTER PULLER KIT	WORK & SVC EQUIP	DIGITAL OPTICAL	377.46
295000	RFTA	800 72	22 141		MASTER PULLER KIT	WORK & SVC EQUIP	CRANK TIMING TOOL	347.11
913600	RFTA-CITY OF ASPEN	800 71	22 145		TAP & DIE SET	WORK & SVC EQUIP	TAP & DIE SET	284.00
952700	RFTA-PITCO	800 70	22 146		TIRE CHANGER	WORK & SVC EQUIP	TRUCK TIRE MOUNTER	5,192.83
955600	RFTA-PITCO	800 70	22 146		TIRE CHANGER	WORK & SVC EQUIP	LIGHT VEHICLE TIRE	1,458.25
914900	RFTA-CITY OF ASPEN	800 71	22 146		TIRE CHANGER	WORK & SVC EQUIP	TIRE CAGE	265.39
915000	RFTA-CITY OF ASPEN	800 71	22 147		CRANE	WORK & SVC EQUIP	CRANE	506.00
915100	RFTA-CITY OF ASPEN	800 71	22 148		PRESS	WORK & SVC EQUIP	17-TON PRESS	566.70
915300	RFTA-CITY OF ASPEN	800 71	22 149		MULTIPLIER	WORK & SVC EQUIP	TORQUE MULTIPLIER	156.95
154900	RFTA-PITCO	800 70	22 152		VOLTAGE TESTER	WORK & SVC EQUIP	MULTIMETER	126.49
953700	RFTA-PITCO	800 70	22 155		HYDRAULIC PRESS	WORK & SVC EQUIP	80 TON HYDRAULIC PRESS	4,353.30
953300	RFTA-PITCO	800 70	22 158		ABRASIVE BLAST CABINET	WORK & SVC EQUIP	ABRASIVE BLAST CABINET	2,263.75
294500	RFTA	800 72	22 170		RECYCLING EQUIP	WORK & SVC EQUIP	ANTIFREEZE RECYCLE SYSTEM	3,630.75
616600	RFTA	800 72	22 200	26	COPIER	WORK & SVC EQUIP	RICOH FAX 2800L	2,645.00
916200	RFTA-CITY OF ASPEN	800 71	22 201		TYPEWRITERS	WORK & SVC EQUIP	IBM CORRECTING SELECTRIC	841.50
530200	RFTA	800 72	22 201	26	TYPEWRITERS	WORK & SVC EQUIP	TYPEWRITER, IBM-WW15	507.00
127700	RFTA	800 72	22 202		COPIER	WORK & SVC EQUIP	RICOH COPIER	15,700.00
543000	RFTA	800 72	22 204	26	CASH REGISTERS	WORK & SVC EQUIP	CASH REGISTER	779.00
713050	RFTA	800 72	22 204	26	CASH REGISTERS	WORK & SVC EQUIP	CASH REGISTER	450.00
996800	RFTA-PITCO	800 70	22 206		TIME RECORDER	WORK & SVC EQUIP	TIME CLOCK W/2 RACKS	243.00
996900	RFTA-PITCO	800 70	22 209		MONEY COUNTER	WORK & SVC EQUIP	CURRENCY COUNTER	1,895.92
996902	RFTA-PITCO	800 70	22 209		MONEY COUNTER	WORK & SVC EQUIP	CUSTOM VERSION	3,932.15
467900	RFTA	800 72	22 209		MONEY COUNTER	WORK & SVC EQUIP	UNIT/FOR TOKENS COIN SORTER	4,844.63

865900	RFTA-PITCO	800 70	22 632		FILE	WORK & SVC EQUIP	2-DR LEGAL FILE CABINT	0.00
154200	RFTA-PITCO	800 70	22 633		SAFE	WORK & SVC EQUIP	FIRE SAFE	1,208.00
999200	RFTA-PITCO	800 70	22 634		SHELVING	WORK & SVC EQUIP	STEEL SHELVING	8,998.11
918600	RFTA-CITY OF ASPEN	800 71	22 634		SHELVING	WORK & SVC EQUIP	SHELVES FOR PARTS	2,313.19
179000	RFTA-PITCO	800 70	22 635		BOOK CASE	WORK & SVC EQUIP	OAK WALL BOOK CASE	300.00
179100	RFTA-PITCO	800 70	22 635		BOOK CASE	WORK & SVC EQUIP	OAK WALL BOOK CASE	300.00
114400	RFTA-PITCO	800 70	22 645		BLINDS	WORK & SVC EQUIP	(3) VEROSOL SKYSHADES	868.00
114500	RFTA-PITCO	800 70	22 645		BLINDS	WORK & SVC EQUIP	(1) VEROSOL SKYSHADE	273.00
114600	RFTA-PITCO	800 70	22 645		BLINDS	WORK & SVC EQUIP	(2) VEROSOL SKYSHADES	622.00
114700	RFTA-PITCO	800 70	22 645		BLINDS	WORK & SVC EQUIP	(2) VEROSOL SKYSHADES	595.00
114800	RFTA-PITCO	800 70	22 645		BLINDS	WORK & SVC EQUIP	(3) VEROSOL SKYSHADES	872.00
114900	RFTA-PITCO	800 70	22 645		BLINDS	WORK & SVC EQUIP	(2) VEROSOL SKYSHADES	652.00
767000	RFTA	800 72	22 900		OTHER SERVICE EQUIP	WORK & SVC EQUIP	TRASH COMPACTOR	5,000.00
127900	RFTA	800 72	23 000		PASSENGER VEHICLES	WORK & SVC EQUIP	1998 FORD MINI VAN	20,000.00
720600	RFTA	800 72	22 202	26	COPIER	WORK & SVC EQUIP	4727 W/SORTER/CABI	8,075.00
1031700	RFTA	800 72	22 202	26	COPIER	WORK & SVC EQUIP	6645 COPIER-ADMIN	18,145.00
						WORK & SVC EQUIP Total		493,281.03
						Grand Total		19,754,954.05

APPENDIX H

ESTIMATED FUNDING FROM DIFFERENT AREAS

Jurisdiction	Estimated Tax Base (1999)	Proposed Sales Tax Rate	Allocation of existing tax or new tax	Revenue Estimate	% of RTA Revenue
Aspen	\$377,945,300	0.6%*	Existing	\$2,268,000	35.8%
Pitkin County (unincorporated)	109,587,900	1.2%*	Existing	1,315,000	20.7%
Snowmass Village	105,435,300	0.6%*	Existing	633,000	10%
Basalt **	40,960,866 61,938,241	0.7%	0.5 existing & 0.2 new	329,000	5.2%
Eagle County RFV (unincorporated)	9,045,733	0.5%	0.5 existing	45,000	0.7%
Carbondale	61,425,172	0.4%***	new	246,000	3.9%
Glenwood Springs	376,465,034	0.4%	new	1,506,000	23.7%

* Pitkin County Jurisdictions as a whole will commit 0.7215 percent of existing 1.5 percent sales taxes to the RTA. The percentages in the chart reflect the allocation among jurisdictions pursuant to a separate intergovernmental agreement.

** Basalt will have two tax bases, local and RTA.

***Excludes 0.1% for local service.