



City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201

April 21, 2026 at 6:00 PM

Agenda

Please register, **BY 4:30 pm the day of the meeting** for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTggcTEDomhRz5A

After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:

<http://www.youtube.com/@cityofsalidacolorado>

Call to Order

Pledge of Allegiance

Roll Call

Amendment(s) to Agenda

Consent Agenda

All matters listed under the Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary by any member of the Council, that item should be removed from the Consent Agenda and considered separately.

1. Approve Agenda
2. Approve April 7, 2026 Minutes
3. Approve Special Event Liquor License for SunFest
4. **Ordinance 2026-12** An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and Commissions, to Adjust the Minimum and Maximum Number of Tree Board Members and to Create Staggering Terms. **Approve on first reading and set second reading and public hearing for May 19, 2026.**

Citizen Comment—Three (3) Minute Time Limit

Liquor Licensing Authority

5. New Tavern Liquor License request for Next Eddy, LLC dba The Next Eddy at 129 West First Street, Unit B.

Unfinished Business / Action Items

New Business / Action Items

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2626 at least 48 hours in advance.

6. Chaffee County Community Foundation Funding Recommendations
7. **Resolution 2026-13** A Resolution of the City Council of the City of Salida, Colorado, Amending the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision.
8. **Resolution 2026-14** A Resolution of the City Council of the City of Salida, Colorado, approving May 5, 2026 as Arbor Day in the City of Salida.

Councilors, Mayor and City Treasurer Reports

Council Reports

- Stephens - Airport Board
- Schreiner - Finance Committee and ACAC
- Pappenfort - CHA
- Martin - Sustainability Committee
- Fontana - Finance Committee and Greater Salida Recreation Corporation Board
- Rovinsky - PROST Board

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn



City Clerk | Deputy City Clerk

Mayor

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2626 at least 48 hours in advance.



City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201

April 7, 2026 at 6:00 PM

Minutes

Please register for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTggcTEDomhRz5A

After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:

<http://www.youtube.com/@cityofsalidacolorado>

Call to Order at 6:00 PM

Pledge of Allegiance

Roll Call

PRESENT

Council Member Joey Rovinsky
Council Member Wayles Martin
Council Member Shelley Schreiner
Council Member Alisa Pappenfort
Council Member Suzanne Fontana
Council Member Aaron Stephens
Treasurer Ben Gilling
Mayor Justin Critelli

Amendment(s) to Agenda

Council Member Pappenfort moved to table indefinitely item #3 under Consent Agenda for Ordinance 2026-11 and item #7 under New Business for Resolution 2026-12, seconded by Council Member Martin.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

Motion Passed

Consent Agenda

All matters listed under the Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary by any member of the Council, that item should be removed from the Consent Agenda and considered separately.

Council Member Martin moved to combine and approve the remaining items on the consent agenda, seconded by Council Member Fontana.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

Approve Agenda

Approve March 17, 2026 Minutes

Ordinance 2026-11 An Ordinance of the City Council of the City of Salida, Colorado Enacting Section 2-2-90 of Chapter 2 of the Salida Municipal Code, Regarding Administration and Personnel, to add Removal and Sanction Procedures for All Elected Officials. **Approve on first reading and set second reading and public hearing for May 05, 2026-Tabled Indefinitely**

Motion Passed

Citizen Comment–Three (3) Minute Time Limit LaShay Peterson, Debra Stein, Richard Markovich, Susan McCausland, Sue Berger, Ken Matthews, Patricia Lataille and Kimberly Allison spoke during citizen comment.

Proclamations

Celebrating April 2026 as Arab American Heritage Month

Liquor Licensing Authority

City Council, as the Local Licensing Authority, to conduct a public show cause hearing to determine if there is substantial evidence to impose a disciplinary action, in the form of revocation, revocation held in abeyance, suspension, suspension held in abeyance, a fine, a fine in lieu of suspension or any other another action decided by City Council, against the Retail Liquor Store liquor license for Nine Stripes LLC dba Arlie Dale’s Jug Liquor located at 220 North F Street, license # 03-22462. **Public Hearing**

Mayor Critelli opened the Public Hearing. The oath was administered to Chief Russell Johnson, who then presented a report regarding the Police Department complaint. The oath was administered to Jennifer Belgarde-Simpson, who then provided testimony. The oath was administered to Licensee Chad Thornton, who provided a video and testimony. Hearing no further testimony, the Mayor closed the public hearing.

Council Member Schreiner moved to find that there is substantial evidence, by preponderance of the evidence, that the licensee of the Retail Liquor Store liquor license for Nine Stripes LLC dba Arlie Dale’s Jug Liquor located at 220 North F Street, license # 03-22462, violated the Code of Colorado Regulations, Liquor and Tobacco Enforcement Division, 1 CCR 203.2, Regulation 47-900: Conduct of Establishment. Specifically, the licensee is found to have violated:

- Conduct the licensed premises in a decent, orderly, and respectable manner;

- Shall not permit rowdiness, undue noise, or other disturbances or activity offensive to the senses of the average citizen, or to residents of the neighborhood in which the licensed establishment is located.

Seconded by Council Member Fontana.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Rovinsky, Council Member Schreiner

Motion Passed

Council Member Martin moved to find a level 4 violation occurred for the purpose of imposing a penalty for Nine Stripes LLC dba Arlie Dale's Jug Liquor located at 220 North F Street, license # 03-22462. Seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Rovinsky, Council Member Schreiner

Motion Passed

Council Member Martin moved to revoke but hold it in abeyance for one year, for the Retail Liquor Store liquor license for Nine Stripes LLC dba Arlie Dale's Jug Liquor, located at 220 North F Street, license #03-22462. Seconded by Council Member Schreiner.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Rovinsky, Council Member Schreiner

Motion Passed

Unfinished Business / Action Items

Ordinance 2026-10 An Ordinance of the City Council of the City Of Salida, Colorado Approving A Substantial Modification of Parcels VPA-1, VPA-7, VPA-8, and VPA-9 of the Vandaveer Ranch Planned Development (area also known as the South Ark Neighborhood) to make clarifications, update architectural and dimensional standards, revise affordable housing workforce provisions, and outline review procedures. **Second Reading and Public Hearing**

Mayor Critelli opened the Public Hearing. Ken Matthews, Marjo Curgus, Hal Tuttle and Jerry Mallett spoke during the public hearing. Hearing no further comments the mayor closed the public hearing.

Council Member Rovinsky moved to approve Ordinance 2026-10 with an amendment to the ordinance adding language stating that if the number of affordable workforce housing units in Phase I equal less than fifty percent (50%) of the total number of units

built in that phase, then the number of affordable workforce housing units in subsequent phases shall be increased by that number so that the total number of affordable units over the entire PD modification area still equals at least 50%, seconded by Council Member Schreiner.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Rovinsky, Council Member Schreiner
Voting Nay: Council Member Martin

Motion Passed

At **8:51 pm** Council Member Martin made a motion to extend the meeting to 9:30 pm, seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

Motion Passed

At **9:27 pm** Council Member Martin made a motion to extend the meeting to 10:00 pm, seconded by Council Member Schreiner.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

Voting Nay: Council Member Stephens

Motion Passed

At **9:55 pm** Council Member Martin made a motion to extend the meeting to 10:30 pm, seconded by Council Member Schreiner.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Martin, Council Member Schreiner, Council Member Rovinsky, Council Member Stephens

Motion Passed

At **10:28 pm** Council Member Rovinsky made a motion to extend the meeting to 10:45 pm, seconded by Council Member Martin.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Martin, Council Member Schreiner, Council Member Rovinsky, Council Member Stephens

Motion Passed

New Business / Action Items

Resolution 2026-12 A Resolution of the City Council of the City of Salida, Colorado, Amending the Salida City Council Handbook to Include a Decorum, Removal, and Sanctions Policy.
Tabled Indefinitely

Councilors, Mayor and City Treasurer Reports

Council Reports

Pappenfort - CHA

Martin – Sustainability Committee

Stephens - Airport Board

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Rovinsky – PROST Board

Schreiner - Finance Committee

Reports were given.

Mayor Report

Report was given.

Attorney Report

Treasurer Report

Report was given.

Department Updates

Report was given.

Adjourn Meeting adjourned at 10:45 pm



City Clerk | Deputy City Clerk

Mayor



4/06/2026

To Whom It May Concern,

Articipate is proud to once again sponsor the 11th Annual Salida SunFest — the Free Youth Music Festival, featuring 7 youth rock bands e.

This year’s event will take place on May 21st from 5:00 PM to 10:00 PM in the evening, with sound checks beginning at 1:00 PM.

SunFest is a well-organized, professionally produced festival that offers young performers from across the region an opportunity to share their talents on stage. Designed to provide the youth of our community with a creative and constructive way to celebrate the start of their summer break, this event has grown into a cherished Salida tradition over the past decade.

We’re pleased to share that Central Colorado Sound will once again handle production for both this festival and the upcoming Bluegrass Festival the following weekend. Additionally, Chaffee County Waste will provide disposal services, and CP Portables will supply portable restrooms for the event.

This festival has been warmly embraced by the community year after year, and we are honored to continue supporting it as it inspires and uplifts the next generation of musicians.

Sincerely,

Thank you,

A handwritten signature in black ink, appearing to read 'Trevor Davis', with a stylized flourish at the end.

Trevor “Bones” Davis

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social Athletic X Philanthropic Institution Political
 Fraternal Chartered Branch, Lodge or Chapter Candidate
 Patriotic National Organization or Society Municipality Owned Arts Facilities
 Political Religious Institution Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City State ZIP Code

Address of Place to Have Special Event

City State ZIP Code

Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City State ZIP Code

Event Manager

Same as Representative

Date of Birth (MM/DD/YY)

Phone Number

Event Manager Home Address

City

Salida

State

ZIP Code

Email Address of Event Manager

1. Is the place to have the Special Event located on State-owned property?

Yes No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	5/21/2026		Date		
From:	4pm	To:	10pm	From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	


Date			Date		
From:		To:		From:	

Date			Date		
From:		To:		From:	

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title
Trevor Davis

Signature


Date (MM/DD/YY)
4/9/2026

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)
 City County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number <input type="text"/>	Liability Date <input type="text"/>
State <input type="text"/>	Total <input type="text"/>
-750 (999) \$.00

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
 - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - Copy of deed, lease, or written permission of owner for use of the premises.
 - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
 - If not incorporated, a NONPROFIT charter; **or**
 - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

Articipate

Riverside Park

170 E Sackett Ave

Salida, CO 82101

**SPECIAL EVENTS PERMIT
MALT, VINOUS AND SPIRITUOUS LIQUOR**

FROM	Date	Hour	TO	Date	Hour
	5/21/26	4pm		5/21/26	10pm

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this on (date).

ATTEST:

The City of Salida

Deputy City Clerk

City Clerk

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE



Porta Potties
Trash

Riverside Park

Beer Garden
Bar and Storage

Entrance

Trash
Porta Potties

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Articipate

is a

Nonprofit Corporation

formed or registered on 12/02/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081627661 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/03/2026 that have been posted, and by documents delivered to this office electronically through 04/06/2026 @ 15:47:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/06/2026 @ 15:47:25 in accordance with applicable law. This certificate is assigned Confirmation Number 18406905 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



City Council Action Form

Department Administration	Presented By Sara Law - Sustainability Coordinator/PIO	Date April 21, 2026
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Agenda Item

Ordinance 2026-12: An Ordinance of the City Council of the City of Salida, Colorado Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and Commissions, to Adjust the Minimum and Maximum Number of Tree Board Members and to Create Staggering Terms

Background

Staff has been working with the City Attorneys to review and clarify the roles and responsibilities of the City's boards and commissions. As part of this effort, staff conducted a detailed review of the Tree Board section of the City Code.

The current code (Sec. 2-12-20) states that the Tree Board shall consist of a minimum of three (3) members, with members serving two (2)-year terms. Vacancies are filled for the remainder of an unexpired term, and a majority of members constitutes a quorum for conducting business.

Through this review, staff identified opportunities to strengthen the structure and function of the Tree Board. The Tree Board also reviewed the existing language and provided recommendations. The Board recommends updating the code to increase the membership to a minimum of four (4) and a maximum of six (6) members, and to establish staggered terms.

Recommendation

Staff recommends approved Ordinance 2026-12.

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state "I move to combine and approve the items on the consent agenda setting a second reading and public hearing for Ordinance 2026-12 for May 19, 2026", followed by a second and a roll call vote.

**City Of Salida, Colorado
Ordinance No. 12
(Series of 2026)**

**An Ordinance of the City Council of the City of Salida, Colorado
Amending Chapter 2 of the Salida Municipal Code, Concerning Boards and
Commissions, to Adjust the Minimum and Maximum Number of Tree Board
Members and to Create Staggering Terms**

WHEREAS, the City of Salida, Colorado (the “City”) is a statutory city, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, C.R.S. § 31-15-103 authorizes the City Council of the City of Salida (“Council”) to adopt ordinances necessary to provide for the health, safety, and welfare of the City; and

WHEREAS, Chapter 2 of the Salida Municipal Code (“Code”) addresses Administration and Personnel, Article 12 address the Tree Board, and Section 20 addresses Membership and Organization; and

WHEREAS, the City Council finds it desirable and appropriate, and in the best interest of the general health, safety, and welfare of its residents to amend Chapter 2 of the Code to adjust the minimum and maximum number of Tree Board members, as well as to stagger the terms to create a range of two to three years members may serve on the Board.

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and findings by Council.

Section 2. Section 2-12-20 of the Salida Municipal Code is amended to read in its entirety as follows:

The Tree Board shall consist of a minimum of ~~three (3) members~~ **four (4) members and a maximum of six (6) members. Members shall serve staggering two (2) year terms.** ~~The term of appointed members shall be two (2) years.~~ In the event that a vacancy shall occur during the term of any member, a successor shall be appointed for the unexpired portion of the term **by staff and City Council.** A majority of the members shall be a quorum for the transaction of business. Interested individuals who are not board members may attend meetings but will not vote.

Section 3. Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this Ordinance as determined by a Court of competent jurisdiction shall not affect the validity or effectiveness of the

remainder of the Ordinance.

Introduced on First Reading, on the 21st day of April, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 30th day of April, 2026, and set for Second Reading and Public Hearing on the 19th day of May, 2026.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the ____ day of _____, 20__.

City Of Salida, Colorado

Mayor

[SEAL]

ATTEST:

City Clerk/Deputy Clerk

Published in Full in the Mountain Mail after First Reading on the 21st day of April, 2026, and by Title only, after final adoption on the ____ day of _____, 20__.

City Clerk/Deputy City Clerk



City Council Action Form

Department Administration	Presented By Kristi Keller - City Clerk	Date April 21, 2026
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Agenda Item

New Tavern Liquor License request for Next Eddy, LLC dba The Next Eddy at 129 West First Street, Unit B.

Background

A new Colorado Tavern Liquor License application was filed with the City Clerk on February 9, 2026. The Notice of Public Hearing was published on March 12, 2026 and the premises was posted on April 9, 2026.

All proper fees have been remitted to the City and State of Colorado.

A Tavern license differs from a Hotel and Restaurant license as the establishment shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption, like a Hotel and Restaurant license.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues

The Fire and Police inspections will be scheduled if the liquor license is approved.

Recommendation

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for Next Eddy, LLC dba The Next Eddy at 129 West First Street, Unit B.

Fiscal Impact

There is no fiscal impact.

Motion

Following a public hearing on the matter, a Liquor Authority member should state "I move to _____ a new Tavern Liquor License request for Next Eddy, LLC dba The Next Eddy at 129 West First Street, Unit B." followed by a second and roll call vote.

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of the Mountain Mail, and that said Mountain Mail is a Weekly newspaper of general circulation, in Chaffee County and State of Colorado, printed and published in the County of Chaffee and State of Colorado, and that copies of each number thereof are, and at all the times herein mentioned were, regularly distributed and delivered, by carrier or mail, to each of the subscribers said newspaper, in accordance with the customary method of business in newspaper offices.

That the annexed PUBLIC NOTICE FROM **City of Salida** In the matter of THE NEXT EDDY LIQUOR LICENSE PUBLIC HEARING.

This a true copy of the original, and the same was regularly published in the newspaper proper and not in a supplement, for the full period of 1 INSERTION (Mar 19, 2026) of said newspaper, and that the first publication was in the issue dated Mar 19, 2026 and that the last publication of the same was in the issue dated Mar 19, 2026 and the said Mountain Mail has been established, printed and published for the full period of fifty-two consecutive weeks, and continuously and uninterruptedly prior to the said date of the first publication of the notice aforesaid, in the County of Chaffee and State of Colorado, and is a newspaper duly qualified for the publishing of said notice within the meaning of an Act of the General Assembly of the State of Colorado, approved May 30th, 1923, and entitled "An act to Amend an Act Entitled 'An Act Concerning Legal Notices, Advertisements and Publications and the Fees of Printers and Publishers thereof, and to Repeal all Acts and Parts of Acts in Conflict with the Provisions of this Act'," and within the meaning of an Act amendatory thereof, approved May 18th, 1931 and entitled "An Act to Amend Section 4, of Chapter 139, Session Laws 'of Colorado, 1923, relating to Legal Notices and Advertisements," and within the meaning of any and all other Acts amendatory thereof or supplemental thereto. And further affiant saith not.

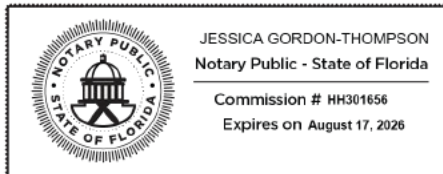
Pursuant to **C.R.S. 24-70-103(5)** this notice has also been posted online and available at Colorado Press Association Network-Colorado Public Notice Database at: <https://www.publicnoticecolorado.com>.

Anjana Bhadoriya

Agent

VERIFICATION

State of Florida
County of Orange



Signed or attested before me on this: 03/25/2026

J. P. A.

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

448 East 1 st Street, Suite 112
PHONE
719-530-2626
SALIDA, CO 81201

**PUBLIC NOTICE PURSUANT TO THE
LIQUOR LAWS OF COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, The Next Eddy LLC, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 129 W. First Street, Unit B, Salida, CO 81201. A hearing on the application received February 9, 2026 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, April 21, 2026. At said time and place, any interested persons may appear to be heard for or against the granting of said license.
LOCAL LICENSING AUTHORITY

Kristi Keller, City Clerk
Premises Posted by April 09, 2026

Published in The Mountain Mail March 19, 2026.



GUIDE SERVICE

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

The Next Eddy, LLC - dba Next Eddy

129 West First Street, Unit B

Salida, CO 81201

HAS REQUESTED THE LICENSING OFFICIALS OF City of Salida

TO Approve a new Tavern Liquor License

LICENSE AT: 136 West First Street, Unit B, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

448 E First Street, Ste. 119, Salida, CO 81201

TIME AND DATE: 6:00pm - April 21, 2026

DATE OF APPLICATION: February 9, 20²⁶

BY ORDER OF: City of Salida

OFFICERS: Sarah Briam and Colin Medved

Colorado Liquor Retail License Application

* Note that the Division will not accept cash Paid by Check Paid Online Date Uploaded to Movelt
March 6, 2026

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Next Eddy LLC

FEIN Number [Redacted] State Sales Tax Number [Redacted]

Trade Name of Establishment (DBA) The Next Eddy Business Telephone [Redacted]

Address of Premises (specify exact location of premises, include suite/unit numbers)
129 W. 1st Street Unit B

City Salida County Chaffee State CO ZIP Code 81201

Mailing Address (Number and Street) City or Town State ZIP Code
129 W. 1st Street Unit B Salida CO 81201

Email Address [Redacted]

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

Present State License Number Present Class of License Present Expiration Date

Section B Liquor License Fees* (Continued)

<input type="checkbox"/> Liquor-Licensed Drugstore (City).....	\$227.50
<input type="checkbox"/> Liquor-Licensed Drugstore (County).....	\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City)	\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County).....	\$500.00
<input type="checkbox"/> Manager Registration - H & R	\$30.00
<input type="checkbox"/> Manager Registration - Tavern	\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment	\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex	\$30.00
<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Racetrack License (City)	\$500.00
<input type="checkbox"/> Racetrack License (County)	\$500.00
<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State)	\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Retail Liquor Store License - Additional (City).....	\$227.50
<input type="checkbox"/> Retail Liquor Store License - Additional (County).....	\$312.50
<input type="checkbox"/> Retail Liquor Store (City)	\$227.50

Section A Nonrefundable application fees*

<input type="checkbox"/>	Application Fee for New License	\$1,100.00
<input checked="" type="checkbox"/>	Application Fee for New License with Concurrent Review	\$1,200.00
<input type="checkbox"/>	Application Fee for Transfer.....	\$1,100.00

Section B Liquor License Fees*

<input type="checkbox"/>	Add Optional Premises to H & R	\$100.00 X	<input type="text"/>	Total	<input type="text"/>
<input type="checkbox"/>	Add Sidewalk Service Area.....				\$75.00
<input type="checkbox"/>	Arts License (City).....				\$308.75
<input type="checkbox"/>	Arts License (County)				\$308.75
<input type="checkbox"/>	Beer and Wine License (City).....				\$351.25
<input type="checkbox"/>	Beer and Wine License (County).....				\$436.25
<input type="checkbox"/>	Brew Pub License (City)				\$750.00
<input type="checkbox"/>	Brew Pub License (County).....				\$750.00
<input type="checkbox"/>	Campus Liquor Complex (City)				\$500.00
<input type="checkbox"/>	Campus Liquor Complex (County)				\$500.00
<input type="checkbox"/>	Campus Liquor Complex (State)				\$500.00
<input type="checkbox"/>	Club License (City)				\$308.75
<input type="checkbox"/>	Club License (County)				\$308.75
<input type="checkbox"/>	Distillery Pub License (City).....				\$750.00
<input type="checkbox"/>	Distillery Pub License (County)				\$750.00
<input type="checkbox"/>	Hotel and Restaurant License (City).....				\$500.00
<input type="checkbox"/>	Hotel and Restaurant License (County)				\$500.00
<input type="checkbox"/>	Hotel and Restaurant License with one optional premises (City).....				\$600.00
<input type="checkbox"/>	Hotel and Restaurant License with one optional premises (County).....				\$600.00

Section B Liquor License Fees* (Continued)

- Retail Liquor Store (County).....\$312.50
- Tavern License (City).....\$500.00
- Tavern License (County).....\$500.00
- Vintners Restaurant License (City).....\$750.00
- Vintners Restaurant License (County).....\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Return originals to local authority (additional items may be required by the local licensing authority)
- All sections of the application need to be completed
- Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>
State Liquor Code for IdentoGO: 25YQHT
Colorado Fingerprinting
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 833-224-2227 (toll free)
State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- Partnership Agreement (general or limited).
- Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- \$30.00 fee
- If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... Yes No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
- a. Been denied an alcohol beverage license?..... Yes No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... Yes No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... Yes No

or

Waiver by local ordinance? Yes No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... Yes No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... Yes No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?... Yes No

b. Are you a Colorado resident?..... Yes No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee..... Yes No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership, lease or other arrangement?**..... Yes No

Ownership Lease Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Salida River Co LLC	Next Eddy LLC	4/2030

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... Yes No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Last Name	First Name	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Last Name	First Name	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
 Has a local ordinance or resolution authorizing optional premises been adopted?.... Yes No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... Yes No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... Yes No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... Yes No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... Yes No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... Yes No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... Yes No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... Yes No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... Yes No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

- a.** Is the related facility located within the boundaries of the Campus Liquor Complex?..... Yes No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Tax Information.

- a.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

- b.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name Date of Birth (MM/DD/YY)

Street Address

City State ZIP Code Position %Owned

Name Date of Birth (MM/DD/YY)

Street Address

City State ZIP Code Position %Owned

Name Date of Birth (MM/DD/YY)

Street Address

City State ZIP Code Position %Owned

Name Date of Birth (MM/DD/YY)

Street Address

City State ZIP Code Position %Owned

Name Date of Birth (MM/DD/YY)

Street Address

City State ZIP Code Position %Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

Sarah Briam

Title

Owner

Authorized Signature

Sarah Briam

Date (MM/DD/YY)

01/26/26

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

February 9, 2026

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

April 21, 2026

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

Fingerprinted

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

Date of inspection or anticipated date

Will conduct inspection upon approval of state licensing authority

- ** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
- ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
- ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... Yes No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name <div style="border: 1px solid black; padding: 2px; font-family: cursive;">Colin Medved</div>	Title <div style="border: 1px solid black; padding: 2px; font-family: cursive;">Owner</div>
Authorized Signature <div style="border: 1px solid black; padding: 2px; font-family: cursive; height: 40px;">[Signature]</div>	Date (MM/DD/YY) <div style="border: 1px solid black; padding: 2px; font-family: cursive;">2/9/26</div>

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes No

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? Yes No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for Telephone Number Town, City
 County

Printed Name Title

Signature Date (MM/DD/YY)

Printed Name Title

Signature Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Sarah Briam

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Next Eddy LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Tax Check Authorization, Waiver, and Request to Release Information

I, Colin Medved

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Next Eddy LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Colin Medved / The Next Eddy

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number



Street Address

129 W. 1st Street Unit B

City

Salida,

State

CO

ZIP Code

81201

Printed name of person signing on behalf of the Applicant/Licensee

Colin Medved

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Colin Medved

Date Signed

2/9/26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Name (Individual/Business)

Sarah Briam / The Next Eddy

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

Street Address

129 W. 1st Street Unit B

City

Salida

State

CO

ZIP Code

81201

Printed name of person signing on behalf of the Applicant/Licensee

Sarah Briam

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Sarah Briam

Date Signed

1/17/24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business

Next Eddy LLC DBA The Next Eddy

Home Phone Number

[Redacted]

Cellular Number

[Redacted]

Your Full Name (last, first, middle)

Briam, Sarah, Ellen

List any other names you have used

[Redacted]

Mailing address (if different from residence)

[Redacted]

Email Address

[Redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

[Redacted]

Current City, State, ZIP

Salida, CO-81201

From:

May 2020

To:

Current

Previous Street and Number

[Redacted]

Previous City, State, ZIP

Salida, CO-81201

From:

May 2018

To:

May 2020

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

The Next Eddy

Address (Street, Number, City, State, ZIP)

129 W. 1st Street Unit B Salida, CO. 81201

Position Held

Owner

From:

2018

To:

Current

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Relationship to You:

[Redacted]

[Redacted]

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative	Relationship to You:
<input type="text"/>	<input type="text"/>
Position Held	Name of Licensee
<input type="text"/>	<input type="text"/>
Name of Relative	Relationship to You:
<input type="text"/>	<input type="text"/>
Position Held	Name of Licensee
<input type="text"/>	<input type="text"/>

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? Yes No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... Yes No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... Yes No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth		Social Security Number		Place of Birth	
U.S. Citizen		If Naturalized, state where		When	
<input checked="" type="radio"/> Yes <input type="radio"/> No					
Name of District Court		Naturalization Certificate Number		Date of Certification	
If an Alien, Give Alien's Registration Card Number			Permanent Residence Card Number		
Height	Weight	Hair Color	Eye Color	Gender	

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number	Driver's License State
	Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
[Redacted]	[Redacted]
Type: Cash, Services or Equipment	Account Type
[Redacted]	[Redacted]
Bank Name	Amount
[Redacted]	[Redacted]
Type: Cash, Services or Equipment	Account Type
[Redacted]	[Redacted]
Bank Name	Amount
[Redacted]	[Redacted]
Type: Cash, Services or Equipment	Account Type
[Redacted]	[Redacted]
Bank Name	Amount
[Redacted]	[Redacted]

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
[Redacted]	[Redacted]	[Redacted]
Type: Cash, Services or Equipment	Loans	Account Type
[Redacted]	[Redacted]	[Redacted]
Bank Name	Amount	
[Redacted]	[Redacted]	
Type: Cash, Services or Equipment	Loans	Account Type
[Redacted]	[Redacted]	[Redacted]
Bank Name	Amount	
[Redacted]	[Redacted]	

13. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address
[Redacted]	[Redacted]
Term	Security
[Redacted]	[Redacted]
	Amount
	[Redacted]

Personal and Financial Information (Continued)

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature

Print Signature

Title Date (MM/DD/YY)

6. Are you using a third party's ordering software to take orders?..... Yes No

If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee.

Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.

7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?..... Yes No

8. Are you the applicant or an authorized agent of the business?..... Yes No

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license. Yes No

Name of the applicant or an authorized agent of the business Title of the applicant or an authorized agent of the business

Signature Date

Payment (Please submit Payment in one of the following ways):

Via mail with your application

P.O. Box 17087
Denver, CO 80217-0087

Via email to:

DOR_liqlicensing@state.co.us

An email will be sent to you with directions on how to make a payment via our online payment portal.

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

Initial Application Renewal

Fee Dues

Initial Application Fee \$11.00
 Renewal Fee \$11.00

Corporate Business Name

Next Eddy LLC

Trade Name (DBA)
The Next Eddy

Liquor License Number

Physical Address of Premises
129 W. 1st Street

Suite/Unit Number
Unit B

City
Salida

County
Chaffee

State
CO

ZIP Code
81201

Mailing Address (If different than Physical Address)

Suite/Unit Number

City

State

ZIP Code

Business Phone

Email Address

1. Are you applying/renewing:..... Delivery Takeout Delivery & Takeout
2. You certify that the delivery of alcohol beverages shall only be made to a person **twenty-one** (21) years of age or older at the address specified in the order..... Yes No
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least **twenty-one** (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery..... Yes No
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under **twenty-one** (21) years of age be permitted to receive a delivery of alcohol beverages..... Yes No
5. You understand that a licensee must derive no more than **fifty** (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers..... Yes No

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>The Next Eddy</i>		Home Phone Number	Cellular Number	
2. Your Full Name (last, first, middle) <i>Medved, Colin, David</i>		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
<i>The Next Eddy</i>		<i>129 W. 1st St. Salida, Co. 81201</i>		<i>owner</i>
<i>2018</i>		<i>Present</i>		
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth [redacted] d. U.S. Citizen Yes No

e. If Naturalized, state where [redacted] f. When [redacted] g. Name of District Court [redacted]

h. Naturalization Certificate Number [redacted] i. Date of Certification [redacted] j. If an Alien, Give Alien's Registration Card Number [redacted] k. Permanent Residence Card Number [redacted]

l. Height [redacted] m. Weight [redacted] n. Hair Color [redacted] o. Eye Color [redacted] p. Gender [redacted] q. Do you have a current Driver's License/ID? If so, give number and state. [redacted]

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ [redacted]

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ [redacted]

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

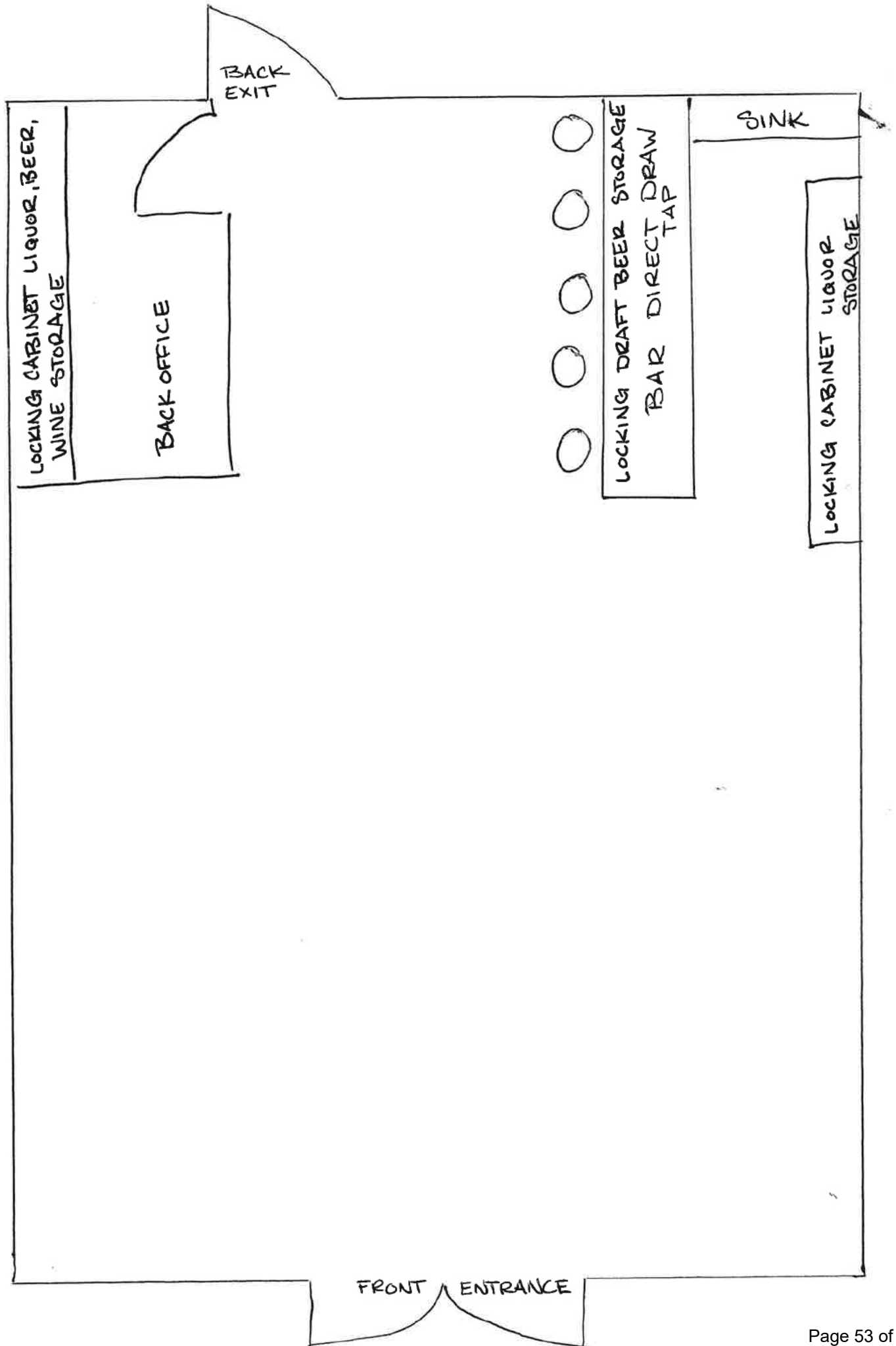
e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature: [Signature] Print Signature: Colin Medved Title: Owner Date: 1/24/20



LOCKING CABINET LIQUOR, BEER, WINE STORAGE

BACK OFFICE

BACK EXIT



LOCKING DRAFT BEER STORAGE
BAR DIRECT DRAW TAP

SINK

LOCKING CABINET LIQUOR STORAGE

FRONT ENTRANCE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Next Eddy LLC

is a

Limited Liability Company

formed or registered on 02/01/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181100973 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/02/2026 that have been posted, and by documents delivered to this office electronically through 01/07/2026 @ 12:18:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/07/2026 @ 12:18:45 in accordance with applicable law. This certificate is assigned Confirmation Number 18055157 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 02/01/2018 09:31 AM
 ID Number: 20181100973

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Document number: 20181100973
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Next Eddy LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "l.l.c.", "llc", or "Ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

129 W. First ST. Unit B

(Street number and name)

Salida

(City)

CO

(State)

81201

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)



(Street number and name or Post Office Box information)

Salida

(City)

CO

(State)

81201

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Briam

(Last)

Sarah

(First)

Ellen

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

129 W. First ST. Unit B

(Street number and name)

Salida

(City)

CO

(State)

81201

(ZIP Code)

Mailing address

(leave blank if same as street address)



(Street number and name or Post Office Box information)

Salida CO 81201
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Briam Sarah Ellen
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address
(Street number and name or Post Office Box information)

Salida CO 81201
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Briam	Sarah	Ellen	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<hr/>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Salida	CO	81201	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<hr/>			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement") is entered into as of 4/6/18, by and between:

Landlord: Salida River Company LLC

Tenant: Next Eddy LLC

Premises:

129 W 1st Street, Unit B, Salida, Colorado

1. Term

The term of this lease shall begin on 4/1/18 and continue ^{until 4/2030} ~~on a month-to-month basis~~ unless otherwise terminated in accordance with this Agreement.

2. Rent

Tenant agrees to pay Landlord rent in the amount of [REDACTED] per month, due on the first (1st) day of each month. Rent shall be paid to Salida River Company LLC at an address designated by Landlord.

3. Use of Premises

The premises shall be used for lawful commercial purposes only and for no other purpose without the prior written consent of Landlord.

4. Security Deposit

Tenant shall pay a security deposit of \$ [REDACTED], refundable subject to the terms of this Agreement and applicable Colorado law.

5. Utilities and Services

Tenant shall be responsible for all utilities and services associated with the premises unless otherwise agreed in writing.

Maintenance and Repairs

Tenant shall keep the premises in good order and condition. Landlord shall be responsible for structural repairs unless damage is caused by Tenant's misuse or negligence.

7. Alterations

Tenant shall not make alterations or improvements without Landlord's prior written consent.

8. Insurance

Tenant shall maintain general liability insurance covering the premises and its operations.

9. Default

Failure to pay rent or comply with this Agreement constitutes default and may result in termination.

10. Governing Law

This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Landlord:  Date: 4/6/18
Salida River Company LLC

Tenant:  Date: 4/6/18
Next Eddy LLC

FIRST AMENDED OPERATING AGREEMENT
of
NEXT EDDY LLC
A COLORADO LIMITED LIABILITY COMPANY

THIS AGREEMENT is made and entered into to be effective the ____ day of March, 2019, by Sarah Briam, as the founding Member, Colin Medved, as a Member, and any future Members (the "Members") of Next Eddy LLC, a Colorado limited liability company (the "Company"), and shall bind the future Members of the Company unless and until this Agreement is amended or terminated and replaced.

WITNESSETH:

IT IS AGREED, in consideration of the promises, covenants, performance, and mutual consideration herein as follows:

I
FORMATION OF COMPANY

1.1. *Articles of Organization.* The Company is organized pursuant to the provisions of the Colorado Limited Liability Company Act and other applicable laws of the State of Colorado and pursuant to Articles of Organization filed with the Secretary of State on February 1, 2018. The rights and obligations of the Company and the Members shall be provided in the Articles of Organization, this Operating Agreement, and Colorado Law.

1.2. *Conflict Between Articles of Organization and this Agreement.* If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of this Operating Agreement shall control. If necessary, the Articles of Organization shall be amended to conform to the terms of this Operating Agreement, as amended.

II
PURPOSES AND GOALS

2.1. The purposes and goals of the Company shall be as follows:

2.1.1. To acquire, finance, purchase, own, hold, operate, manage, lease, sell and in all matters generally deal with property, real and personal.

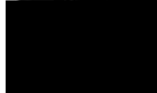
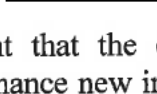
2.1.2. To develop, improve, operate, manage, sell, transfer, grant easements in or licenses with respect to or otherwise dispose of all or any part of the Company's property.

2.1.3. To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Company and to secure the same, if required, by mortgage, deed of trust, pledge or other lien on all or any part of the Company's property.

... at all activities related or incidental to the above and to have
... all of the powers now or conferred subsequently by the laws of the State of
... liability companies.

III
CAPITAL CONTRIBUTIONS

3.1. *Contributions.* The initial capital contributions to be made by the Founding Member and with which the Company shall begin business are as follows:

<u>Member Name</u>	<u>Contribution</u>
Sarah Briam	
Colin Medved	

3.2. *Additional Capital Contributions.* In the event that the cash funds of the Company are insufficient to meet its operating expenses or to finance new investments deemed appropriate to the scope and purpose of the Company as determined by the Managers, the Members may make additional capital contributions, in the proportion of their Percentage Interests as defined in Article IV below. The amount of the additional capital required by the Company and the period during which such additional capital shall be retained by the Company shall be also determined by the Managers.

3.3. *Loans.* In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, the Company may, as determined by the Managers, borrow money from one or any of the Members or third persons. In the event that a loan agreement is negotiated with a Member, the Member shall be entitled to receive interest at a rate and upon such terms to be determined by the Managers and the Member, and said loan shall be repaid to the Member, with accrued interest, if any, as soon as the affairs of the Company will permit. The loan shall be evidenced by a promissory note secured by the assets of the Company. The interest and repayment of the amounts so loaned are to be entitled to priority of payment over the division and distribution of capital contributions and profit among Members.

IV
MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT AND LOSS;
DISTRIBUTIONS

4.1 *Membership Interests.* Each Member's ownership interest in the Company ("Membership Interest") is defined as that Member's share of the profits and losses, gains, deductions and credits of the Company, and the right to receive distributions of the Company's assets, which share is based upon the Member's Percentage Interest defined below.

4.2. *Allocations Among the Members.* The profits and gains of the Company shall be divided and the losses, deductions and credits of the Company shall be borne in the same proportions as the Members' Capital accounts as described herein ("Percentage Interests") which shall be initially as follows:

<i>Member</i>	<i>Percentage Interest</i>
Sarah Briam	50%
Colin Medved	50%

Each Member's Percentage Interest is subject to change based on subsequent assignment of Membership Interests, admission or withdrawal of Members, capital contributions by Members that are disproportionate to the initial Percentage Interests as may be approved by the Managers, or a Member's failure to make a required capital contribution without approval of the Managers.

4.3. *Capital Accounts.* A separate capital account shall be maintained for each Member, except that any membership interest that is jointly held by two or more persons shall be considered one Percentage Interest with one capital account with each joint owner having an undivided interest in the whole Capital Account. The capital accounts of each Member shall initially reflect the amounts specified in Section 3.1, and, if a Member has merely promised to contribute the amount specified in Section 3.1, the Company shall maintain a corresponding subscription receivable on behalf of that Member. No Member shall withdraw any part of his/her/its capital account, except upon the approval of the Managers. If the capital account of a Member becomes impaired, or if he or she withdraws said capital account with approval of the Members, his/her/its share of subsequent Company profits shall be credited first to his/her/its capital account until that account has been restored, before such profits are credited to his/her/its income account. If, during the period when a Member's capital account is impaired or he or she has withdrawn funds therefrom as hereinbefore provided, an additional contribution is required of the Members for the purposes specified in Section 3.2, then the Member with such withdrawn or impaired capital account shall be required to contribute his/her/its proportionate share of the additional capital contribution and the deficiency then existing in his/her/its capital account, so as to return the capital account to the same proportion existing as of the date of the additional contribution. No interest shall be paid on any capital contributions to the Company.

4.4. *Income Accounts.* A separate income account shall be maintained for each Member. Company profits, losses, gains, deductions, and credits shall be charged or credited to the separate income accounts annually unless a Member has no credit balance in his/her/its income account, in which event losses shall be charged to his/her/its capital account, subject to the provisions of Section 4.3. The profits, losses, gains, deductions, and credits of the Company shall be distributed or charged to the Members as provided in Section 4.1. No interest shall be paid on any credit balance in an income account.

4.5. *Distributions of Assets.*

4.5.1. All distributions of assets of the Company, including cash, shall be made in the same allocations among the Members as described in Section 4.2.

4.5.2. Distributions of assets of the Company may be made to the Members only upon approval by the Managers; provided, however, that no distribution of assets may be made to

a Member if, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their capital and income accounts, would exceed the fair value of the Company assets.

4.5.3. A Member has no right to demand and receive any distribution from the Company in any form other than cash.

V

RULES RELATING TO THE MEMBERS

5.1. *Voting of the Members.* Except as otherwise provided in this Agreement, a Member shall be entitled to vote his/her/its Percentage Interest on any matter for which the Members are required to vote. Any Membership Interest that is jointly held by two or more persons shall be considered one Percentage Interest for voting and other purposes. A Member may vote in person or by proxy at any meeting of the Members. Except as otherwise provided in this Agreement, all decisions of the Members shall be made by a super majority (66⅔ %) vote of the Members' Percentage Interests at a properly called meeting of the Members at which a quorum is present in person or by proxy, or by unanimous written consent of the Members.

5.2. *Admission of New Members.*

5.2.1. Additional Members may be admitted as members of the Company only upon the Managers' approval.

5.2.2. Additional Membership Interests shall be offered on such terms and conditions as are determined by the Managers.

5.3. *Meetings of the Members.*

5.3.1. Meetings of the Members may be held at such time and place, either within or without the State of Colorado, as may be determined by the Managers or the person or persons calling the meeting.

5.3.2. An annual meeting of the Members shall be held at such time and place, either within or without the State of Colorado, as may be determined by the Managers or the person or persons calling the meeting.

5.3.3. Special meeting of the Members may be called by the Managers or by at least a majority of the Members' Percentage Interests.

5.3.4. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the

Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

5.3.5. By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to considering the matter when it is presented.

5.3.6. The Members may act on any matter by unanimous written consent in lieu of a meeting.

5.4. *Quorum and Adjournment.* A simple majority of the Members' Percentage Interests entitled to vote appearing in person or by proxy shall constitute a quorum at the meeting of the Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

5.5. *Telecommunication.* Any or all of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting. Written consent and voting of the Members may be communicated or delivered by any form of electronic communication that provides a manner of verification of delivery and receipt.

VI RULES RELATING TO THE MANAGERS

6.1. *General Powers.* Management and the conduct of the business of the Company shall be vested in the Managers. The Managers will effectuate this Operating Agreement and the Regulations and decisions of the Members and will be responsible for the overall supervision of the business and affairs of the Company.

6.2. *Number, Election, and Term.*

6.2.1. There initially shall be one (1) Manager. Each Manager shall also be a Member of the Company, or, in the case of a Member that is an entity, a natural person who is appointed to represent the entity. The initial Manager shall be Sarah Briam. The number of Managers may be increased, or later decreased, by a unanimous written consent of the Managers. Each Manager shall hold office until he or she is removed or withdraws as a Member in accordance with Article IX, X, or XI.

6.2.2. Upon removal or withdrawal of a Manager as Member, a successor Manager shall be elected by the Members and shall hold office until his or her successor has been elected and qualified.

6.2.3. Each of the Managers shall be elected at a special meeting called for that purpose or by unanimous written consent of the Members.

6.2.4. Any Manager except the initial Manager (Founding Member) may be removed from office for cause by super majority (66⅔ %) vote at a properly called meeting of the Members, or by unanimous written consent of the Members.

6.3. *Duties of Managers.*

6.3.1. The Managers shall have the duties and responsibilities as described in the Colorado Limited Liability Company Act, as amended from time to time.

6.3.2. The Managers shall execute any instruments or documents providing for the acquisition, mortgage, or disposition of the property of the Company.

6.3.3. Any debt contracted or liability incurred by the Company shall be authorized by the Managers, and any instruments or documents required to be executed by the Company shall be signed by the Managers.

6.3.4. The Managers may delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company. All decisions affecting the policy and management of the Company, including the control, employment, compensation and discharge of employees; the employment of contractors and subcontractors; and the control and operation of the Company's property, including the improvement, rental, lease, maintenance and all other matters pertaining to the operation of the Company's property shall be made by the Managers.

6.3.5. The Managers may draw checks upon the bank accounts of the Company and may make, deliver, accept, or endorse any commercial paper in connection with the business affairs of the Company.

6.3.6. The Managers shall have full authority to execute all documents, instruments, contracts, and other writings affecting or involving the Company or Company property which have been approved, agreed to or adopted by the Company.

6.3.7. The Managers may, except as noted herein, make expenditures of Company funds or enter contracts pertaining to the business of the Company in amounts not to exceed \$20,000.00 without Member approval. Any such expenditure or contract in excess of \$20,000.00 must be approved by a majority vote of the Members.

6.4. *Meetings and Voting.*

6.4.1. Meetings of the Managers may be held at such time and place as the Managers shall determine by resolution.

6.4.2. Written notice of meetings of the Managers shall be delivered at least twenty-four (24) hours before the meeting personally, by fax, email, or by mail actually delivered to the Managers within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Managers before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

6.4.3. By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

6.4.4. A majority of the Managers entitled to vote shall constitute a quorum at the meeting of Managers; however, where three (3) or fewer Managers have been elected and qualified, one hundred percent (100%) of the Managers shall constitute a quorum.

6.4.5. All decisions of the Managers shall be made by a majority vote of the Managers at a properly called meeting of the Managers at which a quorum is present, or by unanimous written consent of the Managers; however, where two (2) or fewer Managers have been elected and qualified, all decisions of the Managers shall be made by an affirmative vote of one hundred percent (100%) of the Managers.

6.4.6. A Manager may vote in person or by written proxy given to another Manager for the specific purpose for which the meeting was called.

6.5. *Devotion to Duty.* At all times during the term of a Manager, the Manager shall give reasonable time, attention, and attendance to, and use reasonable efforts in the business of the Company; and shall, with reasonable diligence exert himself or herself for the joint interest, benefit, and advantage of said Company; and shall truly and diligently pursue the Company objectives.

6.6. *Reimbursement and Compensation.* The Managers shall be fully reimbursed by the Company for all out-of-pocket costs and expenses incurred in connection with the management of the Company. The Managers may be compensated for managing the Company on such terms as determined by the Members; the compensation shall be reported on the books and tax returns of the Company and the Managers as determined by the Company's CPA.

6.7. *Indemnification.* The Managers, employees, and agents of the Company shall be entitled to be indemnified by the Company to the extent provided in the Colorado Limited Liability Company Act, as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in the capacity of Managers, employee, or agent.

6.7.1. To the extent permitted by the Colorado Limited Liability Company Act, the Company shall indemnify against any liability incurred by an Indemnified Party in any proceeding in which the Indemnified Party is made a party to the proceeding because of the Indemnified Party's present or former status with the Company if:

(a) The Indemnified Party acted in good faith;

(b) The Indemnified Party reasonably believed:

(i) In the case of actions undertaken as a Manager, that the Indemnified Party's conduct was in the best interests of the Company; or

(ii) In all other cases, that the Indemnified Party's conduct was not opposed to the best interests of the Company;

(c) In the case of any criminal proceeding, the Indemnified Party had no reasonable cause to believe that his or her conduct was unlawful; and

(d) The Company determines by a majority vote of disinterested Members, that the Indemnified Party seeking indemnification met its, his or her standard of conduct as set forth in this Section 6.7.1 and that the amount of expenses to be indemnified is reasonable.

6.7.2. The Company shall pay for or reimburse the reasonable expenses incurred by an Indemnified Party who is a party to a proceeding in advance of the final disposition of the proceeding if:

(a) The Indemnified Party furnishes the Company a written affirmation of his/her/its good faith belief that the Indemnified Party has met the standard of conduct described in Section 6.7.1 above;

(b) The Indemnified Party makes and delivers to the Company an unsecured promissory note promising to repay the advance if it is determined that it, he or she did not meet the standard of conduct; and

(c) The Company determines, by a majority vote of disinterested Members, that the facts then known to the Members would not preclude indemnification.

6.8. *Exculpation.* Neither any Manager nor any employee, officer, director, consultant or other agent of any Manager or of the Company shall be liable to any Member or the Company for any mistake of judgment or for any action or inaction taken in good faith, not in violation of this Agreement and for a purpose and in a manner which such person reasonably believed to be in or not opposed to the best interest of the Company, nor shall any Manager be liable to any Member or to the Company for any losses due to any mistake of judgment or to any action or inaction of any employee, officer, director, consultant or other agent of such Manager or of the

Company provided that the employee, officer, director, consultant or agent was selected, engaged or retained by the Manager with reasonable care and in good faith. The Manager may consult with counsel and accountants in respect of the Company affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of counsel or accountants, provided that they shall have been selected with reasonable care and in good faith.

VII BOOKS

7.1. *Location of Records.* The books of the Company shall be maintained at the principal office of the Company and/or the office of the Company accountant or bookkeeper, or at any other place as the Managers shall designate.

7.2. *Access to Records and Accounting.* Each Member shall at all times have access to the books and records of the Company for inspection and copying. Each Member shall also be entitled:

7.2.1. To obtain from the Managers upon reasonable demand for any purpose such information reasonably related to the Member's interest in the Company;

7.2.2. To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company;

7.2.3. To have a copy of the Company's federal, state and local income tax returns for each year promptly after they are available to the Company; and

7.2.4. To have a formal account of the Company affairs whenever circumstances render an accounting just and reasonable.

7.3. *Accounting Rules.* The books shall be maintained on a cash basis in accordance with Generally Accepted Accounting Principles. The fiscal year of the Company shall be the calendar year. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by consent of the Managers, it shall be made as of the closing date. The Managers shall authorize the preparation of a year-end profit and loss statement, balance sheet, cash flow statement and tax returns by a public accountant.

VIII DISSOLUTION

8.1. *Causes of Dissolution.* The Company shall be dissolved upon the occurrence of any of the following events:

8.1.1. Upon unanimous written consent of the Members;

8.1.2. Upon the occurrence of events or time specified for dissolution in the Articles of Organization;

8.1.3. Upon determination by the Managers documented with a unanimous written resolution;

8.1.4. On the sale of all or substantially all of the assets of the Company.

8.2. *Continuation of Business.* Notwithstanding any other provisions herein, the Company shall not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member.

8.3. *Distribution of Assets If Business Is Not Continued.* In the event of dissolution of the Company and if the Members do not elect to continue the business of the Company, the Managers shall proceed with reasonable promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

8.3.1. Any liabilities and liquidating expenses of the Company will first be paid;

8.3.2. The reasonable compensation and expenses of the Managers in liquidation shall be paid;

8.3.3. The amount then remaining shall be paid to and divided among the Members in accordance with Capital Account balances as of the date of distribution, after giving effect to all contributions, distributions, and allocations for all periods.

8.4. *Compliance With Timing Requirements of Regulations.* In the event the Company is "liquidated" within the meaning of 26 C.F.R. § 1.704-1(b)(2)(ii)(g), then (a) distributions shall be made pursuant to this Article VIII to the Members who have positive Capital Accounts and in accordance therewith in compliance with 26 C.F.R. § 1.704-1(b)(2)(ii)(b)(2); and (b) if any Member's Capital Account has a deficit balance (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which the liquidation occurs), the Member shall contribute to the capital of the Company the amount necessary to restore the deficit balance to zero in compliance with 26 C.F.R. § 1.704-1(b)(2)(ii)(b)(3). In the discretion of the Manager, a pro rata portion of the distributions that would made to the Members pursuant to this Article VIII may be:

8.4.1. Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Managers, in the same proportions as the amount distributed to the trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

8.4.2. Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that the withheld amounts shall be distributed to the Members as soon as practicable.

IX EXPULSION OF A MEMBER

9.1. *Causes of Expulsion.* A Member shall be expelled from the Company upon the occurrence of any of the following events:

9.1.1. If a Member shall materially violate any of the provisions of this Agreement as determined by the Managers; or

9.1.2. If a Member's Membership Interest shall be subject to a charging order or tax lien which is not dismissed or resolved to the satisfaction of the Managers (or to the satisfaction of the other Members if the charging order or tax lien applies to a Manager) within thirty (30) days after assessment or attachment.

9.2. *Notice of Expulsion.* Upon the occurrence of any event described in Section 9.1, written notice of expulsion shall be given to the violating Member either by serving the same by personal delivery or by mailing the same by certified mail to his/her/its last known place of residence, as shown on the books of said Company. Upon the receipt of personal notice, or the date of the postmark for certified mail, the violating Member shall be considered expelled, and shall have no further rights as a Member of the Company; however, the expelled Member's Membership Interest shall remain unaffected except to the extent of any damages incurred by the Company, and the Company shall have the right to purchase the Membership Interest in accordance with Section 13.2. In the event the Company does not purchase the Terminated Member's Membership Interest, the Terminated Member's rights shall be those of an unadmitted assignee under Section 14.6.

X BANKRUPTCY OF A MEMBER

10.1. *Bankruptcy Defined.* A Member shall be considered bankrupt if an Order for Relief is entered by or against the Member under applicable United States bankruptcy law or if the Member makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding his/her/its debts other than by the payment of those debts in the full, or is otherwise regarded as insolvent under applicable Colorado law.

10.2. *Effective Date for Bankruptcy.* The effective date of a Member's bankruptcy shall be the date that the Managers, having learned of the Member's bankruptcy, gives notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by leaving the same at the place of business of the Company. As of the

effective date, the bankrupt Member shall have no further rights as a Member of the Company; however, the bankrupt Member's Membership Interest shall remain unaffected except to the extent of any damages incurred by the Company, and the Company shall have the right to purchase the Membership Interest in accordance with Section 13.2. In the event the Company does not purchase the Terminated Member's Membership Interest, the Terminated Member's rights shall be those of an unadmitted assignee under Section 14.6.

XI WITHDRAWAL OF A MEMBER

11.1. *Right to Withdraw.* A Member shall withdraw as a Member of the Company upon the closing of a Permitted Transfer in accordance with Article XIV below. A Member shall also have the right to voluntarily withdraw as a Member of the Company at any time, subject to the provisions of Section 11.2 below.

11.2. *Consequences of Withdrawal.* The withdrawing Member shall have only the rights of an unadmitted assignee under Section 14.6, and the Company shall have the right to purchase the withdrawing Member's Membership Interest in accordance with Section 13.1.

XII DEATH OF A MEMBER

12.1. *Death of a Member.* On the death of a Member, the deceased Member's rights as Member of the Company shall cease and terminate; however, the executor or administrator of the decedent, or the heirs of the Deceased Member, shall have the rights of an unadmitted assignee under Section 14.6, and the Company shall have the right to purchase the Deceased Member's Membership Interest in accordance with Section 13.1. This Article XII shall not apply upon the death of one individual who holds a Membership Interest in joint tenancy with one or more others.

12.2. *Consequences of Death.* If the Company elects to purchase the Deceased Member's Membership Interest, the Managers shall serve notice in writing of the election, within sixty (60) days after the death of the decedent, on the executor or administrator of the decedent, or, if at the time of the election no legal representative has been appointed, on any one of the known legal heirs of the decedent at the last known address of the heir. In the event the Company has life insurance on the decedent, the amount and method of payment for the Membership Interest of the Deceased Member will be as provided in Section 12.3.

12.3. *Insurance.* The Company may contract for life insurance on the lives of each of the individual Members, in any amount not disproportionate to the value of each Member's Membership Interest. In the event of death of a Member, insurance proceeds paid to the Company will be used to purchase the Membership Interest of the Deceased Member. The purchase price shall be no less than the amount of insurance proceeds received by the Company. The payment of the purchase price to the decedent's representatives or heirs shall be made within thirty (30) days following receipt of the insurance proceeds by the Company. If the surviving

Members do not elect to continue the business of the Company, or are unable to do so by law, the proceeds of any life insurance shall be treated as an asset of the Company for liquidation.

XIII PURCHASE OF A WITHDRAWN, DECEASED OR TERMINATED MEMBER'S MEMBERSHIP INTEREST BY THE COMPANY

13.1. *Purchase of Withdrawn or Deceased Member's Membership Interest.* If a Member voluntarily withdraws pursuant to Article XI (not in connection with a Permitted Transfer as set forth in Article XIV below), or if a Member's interest in the Company is terminated by the Member's death pursuant to Article XII, the Company shall have the right to purchase the Member's interest in his/her/its share of Profits and Losses, gains, deductions, credits, cash, other assets and Capital Account ("Membership Interest"). The purchase price of the Member's Membership Interest shall be equal to the Appraised Value of the Member's Membership Interest.

13.1.1. The term "Appraised Value" as used in this Agreement, shall be the dollar amount equal to the product obtained by multiplying (i) the Percentage Interest owned by a Member by (ii) the difference between the "Fair Market Value" of the Company's assets, as determined in accordance with Section 13.1.2, and the liabilities of the Company. In the case of a Member whose Percentage Interest is less than fifty percent (50%), the product shall be reduced by an appropriate minority discount, as determined by the appraiser described in Section 13.1.2.

13.1.2. If the Company and the withdrawing Member or deceased Member's representative cannot agree on the Fair Market Value of the Company's assets, the Fair Market Value shall be determined as set forth herein. The "Fair Market Value" of the Company's assets may be determined by the Company's accountant or by an appraiser selected by the non-withdrawing Members. Any appraiser other than the Company's accountant shall be a member of the Appraisal Institute with no less than ten (10) years' experience in appraising commercial businesses, including real property. The cost of the initial valuation/appraisal shall be paid by the Withdrawn Member or his or her estate. If the Withdrawn Member or his/her/its representative does not accept the Fair Market Value determined by the Company's accountant (or by the appraiser chosen by the remaining Members, as the case may be), the Withdrawn Member or his/her/its representative shall have the right to have a second appraiser satisfying the requirements stated above appraise the assets of the Company. The cost of the second valuation/appraisal shall also be paid by the Withdrawn Member or his or her estate. If the Members do not agree with the second appraisal, and if the non-withdrawing Members and the Withdrawing Member are unable to reach a compromise within forty-five (45) days, the parties shall engage in mediation in accordance with the terms of this Operating Agreement.

13.2. *Purchase of Terminated Member's Membership Interest.* If a Member's interest in the Company is terminated pursuant to Article IX (Expulsion), or Article X (Bankruptcy) (a "Terminated Member"), the Company shall have the right to purchase the Terminated Member's Interest for a purchase price equal to the Terminated Member's Capital Account as of the date the termination became effective. If the Company so elects to purchase, it shall serve notice on the

Terminated Member within sixty (60) days after the event of termination, and the terms and timing of payment shall be as set forth in Section 13.1. The purchase price is subject to setoff for any damages incurred as a result of the Terminated Member's actions, and nothing in this Section is intended to impair the Company's right to recover damages for the Terminated Member's wrongful dissolution of the Company by reason of the Terminated Member's expulsion or bankruptcy.

13.3. *Purchase Terms.* If the Company elects to purchase the Membership Interest of a Withdrawing, Deceased, or Terminated Member, it shall enter into purchase agreement with the Member or the Member's representative (the "Purchase Agreement"), which Purchase Agreement shall set forth the purchase price and other material terms. Closing shall be within thirty (30) days of the Purchase Agreement, or such shorter or longer time as the parties agree to in writing. The Company may elect to purchase the Membership interest on an installment basis pursuant to the following terms: i) not less than ten percent (10%) of the purchase price shall be paid on the closing date; ii) the remaining principal and interest shall be paid in equal installments over not more than a ten (10) year period; iii) interest shall be paid annually and shall accrue at a rate equal to the prime or base rate of interest. Notwithstanding the foregoing, any installment purchase may be made on any other terms agreed upon by the unanimous written consent of the Managers and the Member's representative.

XIV TRANSFER OF A MEMBER'S INTEREST

14.1. *Restriction on Transfers.* Except as otherwise permitted by this Agreement, no Member shall transfer, sell or otherwise dispose of all or any portion of its Membership Interest, whether voluntarily or involuntarily ("Transfer"). In the event that any Member pledges or otherwise encumbers all or any part of its Membership Interest as security for the payment of a debt, the pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Article XIV.

14.2. *Permitted Transfers.* Subject to the conditions and restrictions set forth in Section 14.3, and without the approval of the Managers or other Members, a Member may at any time Transfer all or any portion of its Membership Interest, to (a) any other Member or wholly owned or controlled affiliate of another Member, (b) any wholly owned or controlled affiliate of the transferor, (c) a trust for the benefit of the Member or the Member's family if the Member or any immediate family member retains control over the Membership Interest Transferred; (d) the transferor's executor, administrator, heirs or trustee to whom the Membership Interest is transferred involuntarily by operation of law. Subject to the conditions and restrictions set forth in Section 13.3, but only with the written approval of the majority of the Managers, a Member may at any time Transfer all or any portion of its Membership Interest to: (a) any employee of the Company; or (b) any "Purchaser" (as set forth in Section 14.4.1) in accordance with Section 14.4. Any such Transfer set forth in this Section 14.2 shall be referred to in this Agreement as a "Permitted Transfer".

14.3. *Conditions of Permitted Transfers.* A Transfer shall not be treated as a Permitted Transfer under Section 14.2 unless and until the following conditions are satisfied.

14.3.1. Except in the case of a Transfer involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Company those documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect the Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Article XIV. In the case of a Transfer of Interests involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of the Transfer, in form and substance satisfactory to counsel to the Company. In all cases, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with the Transfer.

14.3.2. Except in the case of an involuntary Transfer by operation of law, the transferor shall furnish to the Company an opinion of counsel, which counsel and opinion shall be reasonably satisfactory to the Managers, that the Transfer will not cause the Company to terminate for federal income tax purposes.

14.3.3. The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Membership Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the above, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Membership Interest until it has received such information.

14.3.4. Except in the case of an involuntary Transfer of a Membership Interest by operation of law, either (a) the Membership Interest shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (b) the transferor shall provide an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the Managers, to the effect that the Transfer is exempt from all applicable registration requirements and that the Transfer will not violate any applicable laws regulating the Transfer of securities.

14.4. *Right of First Refusal.* In addition to the other limitations and restrictions set forth in this Article XIV, except as permitted by Section 14.2(a)-(d) of this Article, no Member shall Transfer all or any portion of its Membership Interest (the "Offered Interest") unless the Member (the "Seller") first offers to sell the Offered Interest pursuant to the terms of this Section 14.4.

14.4.1. *Limitation on Transfers.* No Transfer may be made under this Section 14.4 unless the Seller has received a bona fide written offer (the "Purchase Offer") from a person or entity (the "Purchaser") to purchase the Offered Interest for a purchase price (the "Offer Price") denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the Purchaser and shall

be irrevocable for a period ending no sooner than the business day following the end of the Offer Period, as defined below.

14.4.2. *Offer Notice.* Prior to making any Transfer that is subject to the terms of this Section 14.4, the Seller shall give to the Company and each other Member written notice (the "Offer Notice") which shall include a copy of the Purchase Offer and an offer (the "Firm Offer") to sell the Offered Interest to the other Members (the "Offerees") for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Purchase Offer, provided that the Firm Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Interest) to be provided by the Purchaser for any deferred portion of the Offer Price.

14.4.3. *Offer Period.* The Firm Offer shall be irrevocable for a period (the "Offer Period") ending at 11:59 p.m., local time at the Company's principal place of business, on the forty-fifth (45th) day following the day of the Offer Notice.

14.4.4. *Acceptance of Firm Offer.* At any time during the Offer Period, any Offeree may accept the Firm Offer as to all or any portion of the Offered Interest, by giving written notice of acceptance to the Seller and each other Offeree, which notice shall indicate the maximum Percentage Interest that the Offeree is willing to purchase. In the event that Offerees ("Accepting Offerees"), in the aggregate, accept the Firm Offer with respect to all of the Offered Interest, the Firm Offer shall be deemed to be accepted and each Accepting Offeree shall be deemed to have accepted the Firm Offer as to that portion of the Offered Interest that corresponds to the ratio of the Percentage Interest that the Accepting Offeree indicated a willingness to purchase to the aggregate Percentage Interests all Accepting Offerees indicated a willingness to purchase. If Offerees do not accept the Firm Offer as to all of the Offered Interest during the Offer Period, the Firm Offer shall be deemed to be rejected in its entirety.

14.4.5. *Closing of Purchase Pursuant to Firm Offer.* In the event that the Firm Offer is accepted, the closing of the sale of the Offered interest shall take place within thirty (30) days after the Firm Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. The Seller and all Accepting Offerees shall execute any documents and instruments as may be necessary or appropriate to effect the sale of the Offered Interest pursuant to the terms of the Firm Offer and this Article XIV.

14.4.6. *Sale Pursuant to Purchase Offer if Firm Offer Rejected.* If the Firm Offer is not accepted in the manner provided above, the Seller may sell the Offered Interest to the Purchaser (subject to Manager approval if required by Section 14.2 above) at any time within thirty (30) days after the last day of the Offer Period, provided that the sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer and provided further that the sale complies with other terms, conditions and restrictions of this Agreement that are not expressly made inapplicable to sales occurring under this Section 14.4. In the event that the Offered Interest is not sold in accordance with the terms of the preceding

sentence, the Offered Interest shall again become subject to all of the conditions and restrictions of this Section 14.4.

14.5. *Prohibited Transfers.* Any purported Transfer of a Membership Interest that is not a Permitted Transfer shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer that is not a Permitted Transfer (or if the Company, in its sole discretion, elects to recognize a transfer that is not a Permitted Transfer), the Membership Interest transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Membership Interest, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of the Membership Interest may have to the Company. In the case of a Transfer or attempted Transfer of a Membership Interest that is not a Permitted Transfer, the parties engaging or attempting to engage in the Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of the indemnified Members may incur (including, without limitation, incremental tax liabilities, lawyers' fees and expenses) as a result of the Transfer or attempted Transfer and efforts to enforce the indemnity granted by this Agreement.

14.6. *Rights of Unadmitted Assignees.* A person or entity that acquires a Membership Interest but is not admitted as a substituted Member pursuant to Section 14.7 shall be entitled only to allocations and distributions with respect to the Membership Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Colorado Limited Liability Company Act or this Agreement.

14.7. *Admission of Substituted Members.* Subject to the other provisions of this Article XIV, a transferee of a Membership Interest may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 14.7:

14.7.1. The approval of the Managers;

14.7.2. The Membership Interest with respect to which the transferee is being admitted was acquired by means of a Permitted Transfer;

14.7.3. The transferee becomes a party to this Agreement as a Member and executes any documents and instruments as the Managers may reasonably request to confirm the transferee as a Member and the transferee's agreement to be bound by the terms and conditions of this Agreement; and

14.7.4. The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transfer of the Membership Interest.

14.8. *Representations Regarding Transfers; Legend.*

14.8.1. Each Member represents and warrants to the Company for the benefit of the Company and all Members, that (i) it is not currently making a market in Membership Interests and will not in the future make a market in Membership Interests, (ii) it will not Transfer its Membership Interest on an established securities market, a secondary market (or its substantial equivalent) within the meaning of 26 U.S.C.A. § 7704(b) and any Regulations, proposed Regulations, Revenue Rulings, or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published under that Code section, and (iii) in the event those Regulations, Revenue Rulings, or other pronouncements treat any or all arrangements which facilitate the selling of partnership or limited liability company interests and which are commonly referred to as “matching services” as being a secondary market or a substantial equivalent, it will not Transfer any Interest through a matching service that is not approved in advance by the Company. Each Member further agrees that it will not Transfer any Membership Interest to any person or entity unless that person or entity agrees to be bound by this Section 14.8.1 and to Transfer the Membership Interest only to persons or entities who or which agree to be similarly bound.

14.8.2. Each Member represents and warrants to the Company and the Managers that the Member’s acquisition of a Membership Interest under this Agreement is made as principal for the Member’s own account and not for resale or distribution of the Membership Interest. Each Member further agrees that the following legend may be placed on any counterpart of this Agreement, or any other document or instrument evidencing ownership of a Membership Interest.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS DOCUMENT HAS NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH INTEREST IS RESTRICTED. SUCH INTEREST MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH INTEREST BY THE ISSUER FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH INTEREST SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL TO THE COMPANY.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS DOCUMENT IS SUBJECT TO FURTHER RESTRICTION AS TO ITS SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT AS SET FORTH IN THE OPERATING AGREEMENT AND AGREED TO BY EACH MEMBER. SAID RESTRICTION PROVIDES, AMONG OTHER THINGS, THAT NO INTEREST MAY BE TRANSFERRED WITHOUT FIRST OFFERING SUCH INTEREST TO THE OTHER MEMBERS, AND THAT NO VENDEE, TRANSFEREE, ASSIGNEE, OR ENDORSEE OF A MEMBER SHALL HAVE

THE RIGHT TO BECOME A SUBSTITUTED MEMBER WITHOUT THE APPROVAL OF THE MANAGERS.

14.9. *Distributions and Allocations in Respect of Transferred Interests.* If any Membership Interest is Transferred during any fiscal year in compliance with the provisions of this Article XIV, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interest for that fiscal year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the fiscal year in accordance with 26 U.S.C.A. § 706(d), using any conventions permitted by law and selected by the Managers. All distributions on or before the date of the Transfer shall be made to the transferor, and all subsequent distributions shall be made to the transferee. Solely for purposes of making these allocations and distributions, the Company shall recognize a Transfer not later than the end of the calendar month during which it is given notice of the Transfer, provided that, if the Company is given notice of a Transfer at least ten business days prior to the Transfer, the Company shall recognize the Transfer, as of the date of the Transfer, and provided further that if the Company does not receive a notice stating the date the Membership Interest was transferred and any other information as the Managers may reasonably require within thirty (30) days after the end of the fiscal year during which the Transfer occurs, then all those items shall be allocated, and all distributions shall be made, to the person who, or entity which, according to the books and records of the Company, was the owner of the Membership Interest on the last day of the Fiscal Year. Neither the Company nor the Managers shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 14.9, whether or not the Manager or the Company has knowledge of any Transfer of ownership of any Interest.

XV
MEMBERS' ADDITIONAL COVENANTS

15.1. *Member's Personal Debts.* In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

15.2. *Alienation of Membership Interest in the Company.* No Member shall, except as provided in Article XIV, sell, assign, mortgage, or otherwise encumber his/her/its Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

XVI
MEDIATION

16.1. *Mediation.* If a dispute or deadlock arises between the parties in their capacities as Member or Manager concerning any material provision of this Agreement, and the parties are unable to resolve the dispute within a reasonable time, the dispute shall be referred to mediation

by request made in writing by one party upon the other. Within ten (10) days of the receipt of such request, the parties shall select a single trained and impartial mediator. Unless otherwise agreed upon in writing by all parties to the dispute, the venue shall be in Chaffee County, Colorado. The cost of the mediator shall be borne equally by the parties regardless of outcome. Mediation shall then proceed in accordance with the following guidelines.

16.1.1. The purpose of the mediation is to (1) promote discussion between the parties; (2) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (3) assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy.

16.1.2. The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as required by the mediator.

16.1.3. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a party.

16.1.4. Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

16.1.5. In the event either condition expressed in subparagraph 16.1.4 above occurs, and the parties are unable to resolve the dispute through mediation, then the parties shall be entitled to pursue whatever appropriate legal recourse they have to resolve the dispute.

XVII MISCELLANEOUS PROVISIONS

17.1. *Inurement.* This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

17.2. *Modification.* This Agreement may be modified as deemed necessary or desirable by the Managers and with the approval of the Members. Any modification shall be approved by a super majority (66⅔ %) vote of the Managers or unanimous written consent of the Managers,

together with the approval of the Members by super majority (66 $\frac{2}{3}$ %) vote of the Members, or by unanimous written consent of the Members. However, no modification approved by the vote shall materially reduce or impair the interests in the Company or the vested rights of any Member.

17.3. *No Limit on Personal Activities.* Nothing contained here shall be construed to limit in any manner the Members, or their respective agents and employees, in carrying out their own respective businesses or activities, and neither the Company nor any Member shall have any rights in or to any business or activity or the income or profits derived from that business or activity.

17.4. *Further Assurances.* The Members agree that they and each of them, both individually and on behalf of the Company, will take whatever action or actions as are deemed by counsel to the Company to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the Members agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions of the Agreement, or to carry out the intent of this Agreement or any of its provisions.

17.5. *Attorney Fees.* In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled, in addition to other damages or costs, to receive reasonable attorney fees from the other party, which shall be payable whether or not such an action is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

17.6. *Severability.* The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

17.7. *Entire Agreement.* This Agreement and exhibits attached to it set forth all of the promises, agreements, conditions, understandings, warranties, and representations among the parties with respect to the Company, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth in this Agreement.

17.8. *Notice.* All notices under this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, or by any other method providing reasonable proof of receipt, to the Company, at its principal place of business or the Members at the address as a party may specify by notice to the Company and to the Members. Notice shall be deemed effectively given on receipt.

17.9. *Governing Law.* This Agreement and its terms are to be construed according to the laws of the State of Colorado.

17.10. *Independent Counsel.* The Members acknowledge that the Founding Member is represented by Powell & Murphy, P.C. and that other Members are advised to seek independent counsel if desired.

17.11. *Counterparts.* This Agreement may be executed in counterparts and each such counterpart shall be deemed an original of the Agreement for all purposes. Facsimile signatures shall be equally as binding as original signatures.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day first above written.

FOUNDING MEMBER AND INITIAL MANAGER:



Sarah Briam

MEMBER



Colin Medved

2026 Community Grants Funding Recommendations

City of Salida

Summary

On behalf of the Community Grants Review Committee, Chaffee County Community Foundation (CCCF) is pleased to share the funding recommendations for the 2026 Community Grant cycle.

This year's process combined funding from multiple partners—including the Town of Buena Vista, City of Salida, Sangre de Cristo Electric Association, Monarch Mountain Community Impact, and Chaffee County Community Foundation—to create a pooled fund of \$196,944. This collaborative approach enabled larger and more impactful grant awards than in previous cycles.

The 2026 cycle received 73 applications totaling \$585,015 in requested funding, reflecting both the depth of need and the strength of community-driven initiatives. Of these, 57 applications were eligible for City of Salida funding. Ultimately, applicants 54 (74%) are recommended for funding, with awards ranging from \$1,000 to \$6,000 and an average award of \$3,647. For the Salida Community Grants Fund specifically, 41 organizations are recommended for funding, totaling \$48,000, with an average award of \$1,171.

Compared to 2025, a similar percentage of applicants were recommended for funding (72%). This year saw a 17% increase in both the number of applications received and the total dollar amount requested, underscoring growing demand for community funding and the value of this collaborative grant process.

Applications were evaluated based on overall organizational impact, rather than solely on individual projects, with the exception of non-501(c)(3) and faith-based applicants, which were reviewed based on specific charitable activities. Each application was scored independently using a standardized rubric, making this an especially competitive process given the high quality of submissions. While not all applicants could be funded, the committee prioritized investments that demonstrate meaningful, measurable impact aligned with community priorities.

This work was made possible by a dedicated committee of nine volunteers, each contributing at least 40 hours to ensure a fair, thorough, and thoughtful review process. Their commitment allowed for a balanced evaluation of all applications.

Organization Name	Amount Requested	% BV Residents	% Salida Residents	% Chaffee Cty Residents - Other	% Custer County Residents	% Fremont County Residents	% Lake County Residents	% Sagauche County Residents	% Outside geographic area	Compiled Total Score	Eligible for Salida	Recommended for Salida Funds - \$48,000 Total	Final Funding Decisions
Code4Outdoor, Inc.	\$ 3,796	20	20	0	0	0	0	0	60	1.49	Yes	\$ -	\$ -
Chaffee County Amateur Hockey Associati	\$ 16,200	32	32	32	0	1	1	1	1	1.51	Yes	\$ -	\$ -
Restored Lands Nonprofit	\$ 4,000	20	30	40	1	1	1	1	6	1.90	Yes	\$ -	\$ -
Friends of Colorado Avalanche Information	\$ 5,000	10	10	10	5	5	50	10	0	2.03	Yes	\$ -	\$ -
Curtis Legacy Foundation	\$ 4,000	35	20	15	5	5	10	5	5	2.17	Yes	\$ -	\$ -
Elizabeth Anne's Haven	\$ 10,000	100	0	0	0	0	0	0	0	2.21	No	\$ -	\$ -
Staging Her	\$ 7,500	20	50	30	0	0	0	0	0	2.38	Yes	\$ -	\$ -
Arkansas Valley Sensory Discovery Museu	\$ 5,400	25	25	20	0	10	10	10	0	2.46	Yes	\$ -	\$ -
Not This Day, Inc.	\$ 500	20	50	10	0	0	0	0	20	2.47	Yes	\$ -	\$ -
FIBArk Community Paddling Center	\$ 12,000	30	60	10	0	0	0	0	0	2.57	Yes	\$ -	\$ -
Junior Edison STEA2Mplant	\$ 10,000	0	80	20	0	0	0	0	0	2.64	Yes	\$ -	\$ -
Adventure Unlimited - 100 Elk Outdoor Cer	\$ 5,040	100	0	0	0	0	0	0	0	2.68	No	\$ -	\$ -
Chaffee County Public Health	\$ 2,000	25	50	25	0	0	0	0	0	2.68	Yes	\$ -	\$ -
Chaffee County Public Health	\$ 12,000	25	25	50	0	0	0	0	0	2.96	Yes	\$ -	\$ -
The Enneagram Prison Project	\$ 2,000	0	0	0	0	100	0	0	0	3.01	No	\$ -	\$ -
Salida Circus Outreach Foundation	\$ 12,000	29	57	9	0	0	0	0	5	3.07	Yes	\$ -	\$ -
Canopy Foundation	\$ 7,500	35	55	10	0	0	0	0	0	3.19	Yes	\$ -	\$ -
Advocates of Lake County, Inc.	\$ 6,000	10	5	5	1	1	70	1	7	3.32	No	\$ -	\$ -
La Puente Home, Inc's Food Bank Network	\$ 8,449	0	0	0	0	0	0	100	0	3.97	No	\$ -	\$ -
Cloud City Conservation Center	\$ 6,500	0	0	0	0	0	100	0	0	2.72	No	\$ -	\$ 2,000
Shining Mountains Montessori School	\$ 10,000	100	0	0	0	0	0	0	0	3.17	No	\$ -	\$ 6,000
Elevated Community Health	\$ 10,000	1	0	0	0	0	17	0	82	3.19	No	\$ -	\$ 2,000
CASA of the Continental Divide	\$ 1,000	0	0	0	0	0	39	0	61	3.40	No	\$ -	\$ 1,000
Full Circle of Lake County	\$ 5,000	0	0	0	0	0	100	0	0	3.56	No	\$ -	\$ 2,000
Senior Services Solutions Plus	\$ 4,000	0	0	0	0	10	0	0	0	3.64	No	\$ -	\$ 2,485
High Country Fine Arts Association	\$ 2,000	95	3	2	0	0	0	0	0	3.69	No	\$ -	\$ 1,548
Smart Bellies	\$ 5,000	0	0	0	0	0	100	0	0	3.71	No	\$ -	\$ 2,000
ECHO & Family Center Early Childhood Cc	\$ 4,000	0	0	0	0	100	0	0	0	3.74	No	\$ -	\$ 3,015
Custer County 2020 dba Altitude Communi	\$ 7,500	0	0	5	75	10	5	5	0	3.78	No	\$ -	\$ 3,610
Tabor Opera House Preservation Foundati	\$ 5,000	10	5	2	1	1	60	1	20	3.81	No	\$ -	\$ 2,160
St. George Episcopal Mission	\$ 5,500	2	2	0	0	0	86	0	10	4.19	No	\$ -	\$ 2,000
Buena Vista Heritage	\$ 10,000	40	20	15	4	4	10	2	5	2.93	Yes	\$ -	\$ 3,110
Southwest Conservation Corps	\$ 12,000	2	38	0	0	0	1	2	57	2.06	Yes	\$ 1,110	\$ 4,110
Salida Council for the Arts	\$ 5,000	8	60	8	2	10	1	1	10	2.56	Yes	\$ 1,310	\$ 3,610
Justis Theater Works	\$ 1,500	20	75	2	2	1	0	0	0	2.85	Yes	\$ 510	\$ 1,148
Roy Williams Foundation	\$ 5,680	30	40	30	0	0	0	0	0	3.06	Yes	\$ 900	\$ 3,645
The Friends of Chaffee County Fire Protect	\$ 5,000	25	25	20	5	5	5	10	0	3.06	Yes	\$ 900	\$ 3,310
Alpine Achievers Initiative	\$ 13,000	20	20	20	5	10	10	10	5	3.08	Yes	\$ 1,400	\$ 6,000
Chaffee County 4-H	\$ 3,000	24	39	15	0	9	8	5	0	3.22	Yes	\$ 500	\$ 1,892
Sventastik Productions	\$ 4,000	20	50	10	5	5	5	5	0	3.24	Yes	\$ 1,100	\$ 3,610
Colorado Theater in Non Traditional Space:	\$ 2,000	15	75	10	0	5	0	0	5	3.31	Yes	\$ 900	\$ 1,735
Ark Valley Volleyball	\$ 4,000	1	67	30	0	0	1	0	1	3.33	Yes	\$ 700	\$ 2,277
Alpine Orchestra, Inc.	\$ 1,500	30	30	15	0	0	20	0	5	3.38	Yes	\$ 200	\$ 1,142
New Caring & Sharing	\$ 3,500	5	80	15	0	0	0	0	0	3.42	Yes	\$ 800	\$ 2,985
Blue Elements	\$ 6,000	10	30	10	0	0	20	0	30	3.43	Yes	\$ 400	\$ 1,610
Chaffee Housing Authority	\$ 10,000	30	40	30	0	0	0	0	0	3.46	Yes	\$ 1,300	\$ 5,443
Salida Montessori Charter School	\$ 5,000	6	80	9	0	5	0	0	0	3.46	Yes	\$ 1,100	\$ 2,610
Places to Age	\$ 20,000	35	45	20	0	0	0	0	0	3.49	Yes	\$ 1,700	\$ 6,000
Chaffee County Hospitality Inc.	\$ 15,000	25	35	20	0	10	3	5	2	3.51	Yes	\$ 1,700	\$ 6,000
The Alliance dba The Alliance Against Dom	\$ 25,000	25	25	10	4	4	4	2	2	3.56	Yes	\$ 2,000	\$ 6,000
Neighbor to Neighbor Volunteers, dba Mou	\$ 12,500	37	46	6	0	0	0	9	2	3.63	Yes	\$ 2,000	\$ 6,000
Chaffee Housing Trust	\$ 20,000	25	55	5	0	0	15	0	0	3.63	Yes	\$ 2,000	\$ 6,000
Buena Vista Singletrack Coalition	\$ 4,450	70	15	10	1	1	1	1	1	3.68	Yes	\$ 200	\$ 2,723
PLFAG Buena Vista/Ark Valley	\$ 2,500	60	20	8	0	0	12	0	0	3.68	Yes	\$ 200	\$ 1,610
Achieve, Inc.	\$ 10,000	40	48	1	0	1	10	0	0	3.71	Yes	\$ 1,500	\$ 5,610
Chaffee County Search and Rescue North	\$ 2,000	20	20	15	0	0	15	5	25	3.75	Yes	\$ 500	\$ 1,610
Ramps and Alleys Clubhouse	\$ 3,000	15	30	20	5	10	5	10	5	3.75	Yes	\$ 700	\$ 2,360
Salida Mountain Trails	\$ 15,000	10	70	10	2	2	2	0	4	3.78	Yes	\$ 2,500	\$ 6,000
Chaffee County Habitat for Humanity	\$ 20,000	40	40	20	0	0	0	0	0	3.82	Yes	\$ 1,200	\$ 5,943
elevateHER	\$ 10,000	45	40	12	0	1	1	1	0	3.89	Yes	\$ 1,500	\$ 5,360
Greater Arkansas River Nature Association	\$ 12,000	25	40	20	0	5	5	0	5	3.89	Yes	\$ 2,200	\$ 6,000
Mini-Blessings	\$ 5,000	65	20	10	0	0	4	0	1	3.89	Yes	\$ 500	\$ 3,235
Chaffee County Early Childhood Council	\$ 10,000	45	45	10	0	0	0	0	0	3.93	Yes	\$ 1,200	\$ 5,110
Salida Concerts Inc (Salida Aspen Concert:	\$ 3,000	20	60	10	0	2	2	0	6	3.93	Yes	\$ 1,000	\$ 1,735
Synergy in the Service Industry	\$ 25,000	45	45	10	0	0	0	0	0	3.94	Yes	\$ 1,500	\$ 6,000
Colorado Farm To Table Inc	\$ 3,000	4	75	0	4	0	4	0	12	3.99	Yes	\$ 800	\$ 2,110
KHEN 106.9fm Community Radio	\$ 8,500	6	85	5	1	2	0	2	0	4.01	Yes	\$ 1,300	\$ 3,778
A Church	\$ 4,000	8	65	20	1	3	1	2	0	4.01	Yes	\$ 810	\$ 2,860
Foodshed Alliance	\$ 5,000	20	50	20	0	0	0	10	0	4.04	Yes	\$ 800	\$ 3,235
Chaffee Childcare Initiative (Ark Valley Pre:	\$ 10,000	0	50	50	0	0	0	0	0	4.08	Yes	\$ 2,000	\$ 6,000
Boys & Girls Clubs of Chaffee County	\$ 25,000	40	40	17	0	1	1	1	0	4.13	Yes	\$ 1,800	\$ 6,000
Guidestone Colorado	\$ 15,000	15	40	25	2	4	2	2	10	4.22	Yes	\$ 2,000	\$ 6,000
Ark-Valley Humane Society	\$ 10,000	32	32	31	1	1	1	1	1	4.26	Yes	\$ 1,260	\$ 5,610
	\$ 585,015											\$ 48,000	\$ 196,944

Funding Breakdown by Category

Category	# of Orgs Funded	% of Total Orgs	Total Funding	% of Total Funding
Childcare / Youth Services	9	22%	\$9,000	19%
Social Services	6	15%	\$7,600	16%
Environmental / Recreation	5	12%	\$6,410	14%
Housing	4	10%	\$6,200	13%
Arts	6	15%	\$5,320	11%
Food / Agriculture	2	5%	\$2,800	6%
Health / Mental Health	3	7%	\$2,510	5%
First Responders	2	5%	\$1,400	3%
Other	4	9%	\$4,760	10%
Total	41	100%	\$48,000	100%



City Council Action Form

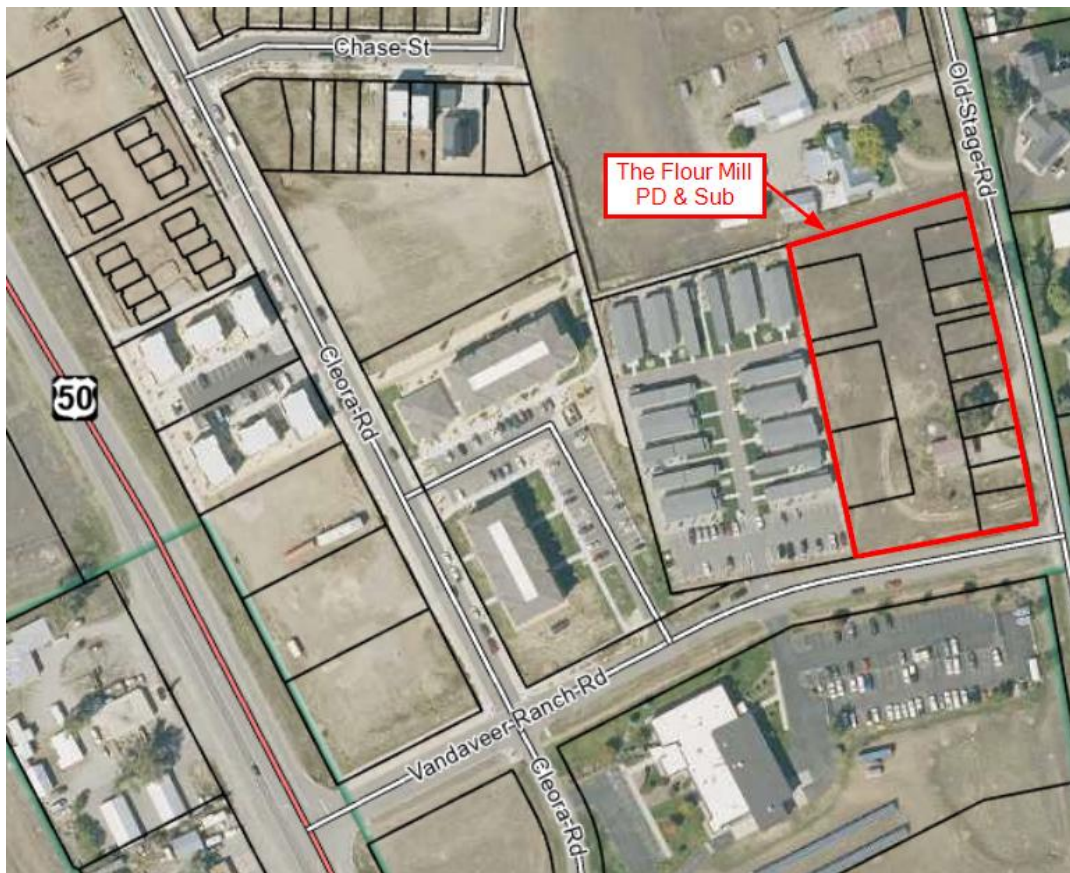
Department Community Development	Presented By Kristen Hodges - Senior Planner	Date April 21, 2026
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Agenda Item

Resolution 2026-13: A Resolution of the City Council for the City of Salida, Colorado Approving an Amendment to the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development Overlay and Major Subdivision

Background

The Flour Mill Planned Development and Major Subdivision was approved by City Council with the adoption of Ordinance 2023-20 on January 2, 2024. The Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development Overlay and Major Subdivision was approved on October 1, 2024 via Resolution 2024-59. The Flour Mill PD and Major Subdivision is a 14 lot, 70-unit residential project on 2 acres located at 6907 C.R. 105.



Vicinity Map

On December 18, 2025, the Community Development Department received a complete application for an Insubstantial Modification to the Flour Mill Planned Development. The applicant, who is also the developer, recently secured state funding for the project, which then prioritized the 20-unit apartment building on Lot 13, and thus required the previously proposed phasing to change. The proposed phasing is now as follows:

- a. Lot 13 will be Phase 1a (20-unit apartment building)
- b. Lots 1-10 (Single family homes and duplexes) will be Phase 1b
- c. Lot 12 will be Phase 2 (condos)
- d. Lot 11 will be Phase 3

Right-of-way and private infrastructure both remain in phase 1 (unchanged from original phasing).

The grant requirements also stipulated the required mix of unit types (not previously determined) and Area Median Income (AMI) percentages. However, the overall average of AMI percentages provided in this building remain the same (previously 84% AMI, now 83.5% AMI). The proposed unit breakdown is as follows:

- a. 1 studio at 30% AMI
- b. 11 studios at 80% AMI
- c. 4 studios at 90% AMI
- d. 4 2-bed units at 100% AMI

On January 22, 2026, staff approved the Insubstantial Modification to the Flour Mill Development deeming it compliant with Section 16-7-150(c) of the Salida Municipal Code (predating December 22, 2025) as it promotes the terms, purposes, and conditions of the original PD development plan. There were two conditions of approval. The first was that the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement be updated, as some of this information was provided in the agreement and needs to align with the latest PD changes. The second was to update the Incentive and Development Agreement. However, it has since been identified that there is language in that agreement with an allowance that the "Owner can modify phases, as the market requires." No other changes would be needed to that agreement, so no amended agreement is required.

Recommendation

Staff recommends City Council approve the amended agreement as it will align with the latest Planned Development changes and promotes the use of grant funds for the project.

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state "I move to _____ Resolution 2026-13: A Resolution of the City Council for the City of Salida, Colorado Approving an Amendment to the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development Overlay and Major Subdivision", followed by a second and a roll call vote.

Attachments:

Resolution 2026-13

Redlined SIA/DIA/IHA

Signed Insubstantial Modification Decision Letter

**City of Salida, Colorado
Resolution No. 13
Series of 2026**

A Resolution of the City Council of the City of Salida, Colorado, Amending the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision

WHEREAS, the property owners, Biker Baker Holdings, LLC (“Developer”) are owners of the proposed Flour Mill Planned Development and Major Subdivision; and

WHEREAS, on January 2, 2024 the City Council approved Ordinance 2023-20 for the Flour Mill Planned Development and Major Subdivision which consists of fourteen (14) lots on the 2 acre (“Property”); and

WHEREAS, on October 1, 2024 the City Council approved Resolution 2024-59 for the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development Overlay and Major Subdivision; and

WHEREAS, the City Council therefore now wishes to amend the Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement with Developer for the Flour Mill Planned Development and Major Subdivision to align with recent Planned Development changes; and

WHEREAS, upon such approval, city staff shall be permitted to correct nonsubstantive errors, typos and inconsistencies that may be found in the Agreement, as approved by the Mayor.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

The Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision, attached hereto and incorporated herein as “Exhibit A” is hereby approved.

Resolved, Approved and Adopted this 21st day of April, 2026.

City of Salida, Colorado

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk

**DEVELOPMENT IMPROVEMENTS,
SUBDIVISION IMPROVEMENTS,
AND INCLUSIONARY HOUSING AGREEMENT
(Flour Mill PD and Major Subdivision)**

THIS SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING
AGREEMENT

(the "Agreement") is made and entered into this ___ day of _____, 2026, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and BIKER BAKER HOLDINGS, LLC a limited liability company, or its successors and assigns and any subsequent owners of the Property, ("Developer") (each a "Party" and together the "Parties").

Section 1 - Recitals

- 1.1 The Developer contends that it is the fee title owner of certain lands known as Flour Mill Planned Development and Major Subdivision (the "Project"), and more particularly described on attached **Exhibit B**, which is incorporated herein by this reference (the "Property"). The Property is located within the boundaries of the City.
- 1.2 The Developer received Planned Development overlay approval and approval for a 14-lot major subdivision for the residential project on a 2-acre site zoned R-3 on January 2, 2024, when the City Council adopted Ordinance 2023-20 on second reading.
- 1.3 Section 16-2-60 of the Salida Municipal Code requires that the applicants enter into development and subdivision improvements agreements with the City. Pursuant to Section 16-13-20 (g) of the Land Use Code, residential developments must enter into an inclusionary housing development agreement with the City Council. Such agreements may be part of a development improvements and/or subdivision improvements agreement. The agreement shall address the total number of units; the number of affordable units provided; standards for parking, density and other development standards for projects meeting the requirements; design standards for the affordable units and any restrictive covenants necessary to carry out the purposes of the inclusionary housing requirements.
- 1.4 Pursuant to Section 16-2-60 of the Land Use Code, the City and the Developer wish to enter into this Agreement to set forth their understanding concerning requirements of the Project including fees; provision of affordable housing, and on-site public improvements to be constructed and installed on the Property in association with the Developer's activities under any building permit issued under the Permit Application, if approved ("Building Permit").
- 1.5 The development plan for the Planned Development was recorded on May 8, 2025 at reception number 500127 of the Chaffee County Recorder's Office.
- 1.6 The City wishes to advance development within municipal boundaries in accordance with the City of Salida Comprehensive Plan adopted April 16, 2013, as it may be amended.
- 1.7 The City has determined that this Agreement is consistent with the City of Salida 2013 Comprehensive Plan and all applicable City Ordinances and regulations.
- 1.8 The City and the Developer acknowledge that the terms and conditions hereinafter set forth

are reasonable, within the authority of each to perform, and consistent with the City of Salida Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

Section 2 - Definitions

As used in this Agreement, the following terms have the following meanings:

- 2.1 **"Agreement"** means this Development Improvements; Subdivision Improvements; and Inclusionary Housing Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 **"Association"** means a common interest community association that the Developer may form pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., responsible for managing, maintaining, and governing the common elements, enforcing covenants, and collecting assessments from the unit owners within the community. The Association operates in accordance with the covenants, conditions, and restrictions (CC&Rs) set forth in the Declaration and Bylaws, and is empowered to act on behalf of the collective interests of its members, who are the unit owners.
- 2.3 **"Affordable Housing"** means units that are permanently deed restricted to be sold or rented. The prices for sale or rents charged for permanently affordable priced dwelling units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified by Ordinance 2023-10.
- 2.4 **"Building Permit"** means any building permit issued under the Permit Application, if approved.
- 2.5 **"City"** means the City of Salida, a Colorado statutory City.
- 2.6 **"City Administrator"** means the City Administrator of the City of Salida, and the City Administrator's designee.
- 2.7 **"City Code"** means the City of Salida Municipal Code.
- 2.8 **"City Council"** means the City Council of the City of Salida, Colorado.
- 2.9 **"Dark Sky-Compliant"** means lighting in compliance with Section 16-8-100 of the Land Use Code and intended to protect the night sky from nuisance glare and stray light from poorly aimed, poorly placed, poorly maintained, or poorly shielded light sources.
- 2.10 **"Developer"** means Biker Baker Holdings, LLC, and its successor(s)-in-interest, assigns and any subsequent owners of the Property.
- 2.11 **"Development"** means all work on the Property required to transform the Property into the

Flour Mill Planned Development and Major Subdivision approved by the City by means of Ordinance 2023-20. The term "Development" includes, without limitation, the demolition of existing structures; grading; construction of new structures; and construction of improvements, including without limitation streets, signage, landscaping, drainage improvements, sidewalks, utilities, and other improvements. When the context so dictates, the verb "Develop" may be used in place of the noun "Development."

- 2.12 "Drainage Plan" means the drainage system designed for the subdivision in accordance with Section 16-8-60 of the Land Use Code.
- 2.13 "Easement Lands" means all real property to be dedicated to the City hereunder in the form of easements.
- 2.14 "Effective Date" means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Developer.
- 2.15 "Force Majeure" means acts of God, fire, abnormal weather, explosion, riot, war, labor disputes, terrorism, or any other cause beyond the applicable Party's reasonable control. A lack of money or inability to obtain financing does not constitute Force Majeure.
- 2.16 "Land Use Code" means the City's Land Use and Development Code, Title 16 of the City Code.
- 2.17 "Native Vegetation" means "native plant" as defined in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(15).
- 2.18 "Noxious Weed" takes the meaning given to that term in the Colorado Noxious Weed Act, C.R.S. § 35-5.5-103(16).
- 2.19 "Other Required Improvements Warranty Period" means a period of two years from the date that the City Engineer or the City Engineer's designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Required Improvements that are not Public Improvements, and certifies their compliance with approved specifications.
- 2.20 "Performance Guarantee" means cash, a letter of credit, a cash bond, a performance bond, or other security acceptable to the City Attorney to secure the Developer's construction and installation of the Required Improvements, in an amount equal to 125% of the estimated cost of said Required Improvements.
- 2.21 "Permit Application" means the Developer's full and complete application for a building permit for any residential units to be constructed on the Property. The Permit Application is on file in the office of the City Administrator and is fully incorporated herein and made a part hereof by this reference.
- 2.22 "Property" means the land that is known as the "Flour Mill Planned Development and Major

Subdivision" and described in attached **Exhibit B**.

- 2.23 "Public Improvements" means Required Improvements constructed and installed by the Developer and dedicated to the City in accordance with this Agreement, including without limitation water mains, water service lines, water laterals, fire hydrants, and other water distribution facilities; irrigation lines and facilities; wastewater collection mains, lines, laterals, and related improvements; drainage facilities in public rights-of-way; handicap ramp improvements; and required curbs, sidewalks, and street improvements.
- 2.24 "Public Improvements Warranty Period" means a period of one year from the date that the City Engineer or City Engineer's designee, in accordance with the terms and conditions of paragraph 5.9 below, approves the Public Improvements and certifies their compliance with approved specifications.
- 2.25 "Reimbursable Costs and Fees" means all fees and costs incurred by the City in connection with the City's processing and review of the Development Plan, Subdivision Plat, Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement.
- 2.26 "Required Improvements" means the public and other improvements that the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, including without limitation improvements for roads, signage, landscaping, drainage improvements, sidewalks, and utilities.
- 2.27 "Subdivision Plat" means Flour Mill Major Subdivision of the Property approved by Ordinance No. 2023-20.
- 2.28 "Water Facilities" means the water main, service line, and all other appurtenances and necessary components of the water distribution system to be constructed by the Developer to extend City water service to the Property.

Any term that is defined in the Land Use Code or the City Code but not defined in this Agreement takes the meaning given to that term in the Land Use Code or the City Code.

Section 3 - Purpose of Agreement and Binding Effect

- 3.1 Flour Mill Planned Development and Major Subdivision. The Flour Mill Planned Development and Major Subdivision is a residential project consisting of residential uses in conformance with specific requirements stated in Ordinance 2023-20. The Developer intends to develop the project including a major subdivision of 14 lots and will be constructing three (3) single-family residences, three (3) duplex buildings and three multi-family buildings containing 20 units in each.
- 3.2 Contractual Relationship. The purpose of this Agreement is to establish a contractual relationship between the City and the Developer with respect to the improvements the Developer is required to make to the Property in association with the Developer's activities under the Permit Application and the Building Permit, and to establish terms and conditions

for such improvements. The terms, conditions, and obligations described herein are contractual obligations of the Parties, and the Developer waives any objection to the enforcement of the terms of this Agreement as contractual obligations.

- 3.3 **Binding Agreement.** This Agreement benefits and is binding upon the City, the Developer, and the Developer's successor(s). The Developer's obligations under this Agreement constitute a covenant running with the Property.
- 3.4 **Reservation.** To the extent that the City becomes aware of new information about the Property, and notwithstanding anything to the contrary herein, the City reserves the right to require new terms, conditions, or obligations, as reasonable, with respect to the Required Improvements for the Property, in each case consistent with the intent of this Agreement, the Incentive and Development Agreement and the City Code.

Section 4 - Development of Property

- 4.1 The City agrees to the Development of the Property, and the Developer agrees that it will Develop the Property, only in accordance with the terms and conditions of this Agreement and all requirements of the City Code; Ordinance No. 2023-20; and all other applicable laws and regulations, including without limitation all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 4.2 The approval of the planned development overlay and major subdivision by the City Council on January 2, 2024, constitutes approval of the site specific development plan and establishment of vested property rights for the project per Section 16-2-20 of the Code. An established vested property right precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in the approved site specific development plan.

Section 5 - Terms and Conditions for Development of Property

- 5.1 **Other Applicable Laws and Regulations.** All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code as it may be amended, including without limitation the Land Use Code, and all other applicable laws and regulations, including all City Ordinances and regulations, all State statutes and regulations, and all Federal laws and regulations.
- 5.2 **Submittals to and Approvals by City Administrator.** Unless this Agreement specifically provides to the contrary, all submittals to the City in connection with this Agreement must be made to the City Administrator. In addition, unless this Agreement specifically provides to the contrary, the City Administrator and/or City Council must provide all approvals required of the City in connection with this Agreement.

- 5.3 Public Improvements. The Developer shall complete the construction and installation, at no cost to the City, of all Public Improvements required for the Development in compliance with Salida Municipal Code, the Public Improvements must be designed, built and installed in conformity with the City's Public Works Manual and the City's Standard Specifications for Construction ("Standard Specifications"), and must be designed and approved by a registered professional engineer retained by the Developer. Developer shall not be issued a building permit or begin construction prior to the City Engineer's approval of Developer's submitted Public Improvement plans as pursuant to Section 5.4 below.
- 5.4 Required Improvements. Attached **Exhibit C**, which is incorporated herein by this reference, provides a detailed list of the Required Improvements for which the Developer is responsible, along with the reasonably estimated costs to complete construction and installation of those Required Improvements, including both labor and materials. Cost estimate based on public improvements per civil engineering construction drawings as prepared by Crabtree Group Inc. The Required Improvements must be designed, built, and installed in conformity with the City's Standard Specifications for Construction, as those Standard Specifications may be amended, and must be designed, approved, and stamped by a registered professional engineer retained by the Developer. Before the Developer's commencement of construction or installation of the Required Improvements, the City Engineer or City Engineer's designee must review and approve the drawings and plans for such improvements. In addition to warranting the Required Improvements as described in paragraph 5.10 below, the Developer shall perform routine maintenance on the Public Improvements for the duration of the Public Improvements Warranty Period and on the other Required Improvements for the duration of the Other Required Improvements Warranty Period.
- 5.5 Construction Standards. The Developer shall ensure that all construction is performed in accordance with this Agreement and with the City's rules, regulations, requirements, criteria, and standards governing such construction, as they may be amended.
- 5.6 Observation of Development and Inspection of Required Improvements. The City may observe all Development on the Property, and may inspect and test each component of the Required Improvements. Consistent with Section 16-2-20(r) of the Land Use Code, the Developer shall reimburse the City for all reasonable costs associated with the City's observation of Development on the Property and inspection of the Required Improvements. Promptly, but in no event more than 10 business days following such inspection and testing, the City shall provide Developer with an invoices for all costs associated with its observation, inspection, and testing, and Developer shall promptly pay such costs to the City. The City shall not give its written approval of the Required Improvements, as described in paragraph 5.7 below, until such costs have been reimbursed. Such observation and inspection may occur at any point before, during, or upon completion of construction. Notwithstanding the foregoing, Developer shall contract with a geotechnical engineer directly, and no pass-through of inspection costs are anticipated for this development.
- 5.7 City Engineer's Written Approval of Required Improvements. Promptly following the Developer's request, and in no case more than 10 business days following such request, the City Engineer or the City Engineer's designee shall inspect the Required Improvements to ascertain whether they have been completed in conformity with the approved plans and

specifications. Promptly, but in no case more than 10 business days following such inspection, the City Engineer or the City Engineer's designee shall either: (i) confirm in writing the date(s) on which (A) individual Required Improvements have been completed in conformity with the approved plans and specifications, and (B) all Public Improvements have been completed in conformity with the approved plans and specifications, or (ii) respond in writing with the deficiencies in the Required Improvements. In the event the City Engineer responds with a notice under Section 5.7(ii), the Developer shall make all corrections necessary to bring the Required Improvements into conformity with the approved plans and specifications, and the process set forth above shall be repeated until the City Engineer or its designee is reasonably satisfied that the foregoing has been satisfied.

5.8 Performance Guarantee. Before commencement of any further construction on the Required Improvements, the Developer shall furnish the City with an effective Performance Guarantee in the amount of 125% of the total estimated cost of completing the Required Improvements, as shown on Exhibit C. The total estimated cost of completing the Required Improvements, including both labor and materials, is \$823,249.00. Therefore, the Performance Guarantee must be in an amount equal to \$1,029,061.25.

5.8.1 The Performance Guarantee must provide for payment to the City upon demand, based upon the City's written certified statement that the Developer has failed to construct, install, maintain, or repair, as required by this Agreement, any of the Required Improvements.

5.8.2 The Developer shall extend or replace the Performance Guarantee at least thirty (30) days prior to its expiration. In the event that the Performance Guarantee expires, or the entity issuing the Performance Guarantee becomes non-qualifying, or the City reasonably determines that the cost of the Required Improvements is greater than the amount of the Performance Guarantee, then the City shall give written notice to the Developer of the deficiency, and within thirty days of receipt of such notice, the Developer shall provide the City an increased or substituted Performance Guarantee that meets the requirements of this paragraph 5.8 and the Land Use Code.

5.8.3 Upon completion of portions of the Required Improvements ("Completed Improvements"), the Developer may apply to the City for a release of part of the Performance Guarantee. Any such application must include submittal of as-built drawings and a detailed cost breakdown of the Completed Improvements. Upon the City Engineer's inspection and written approval of the Completed Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 75% of the documented cost of the Completed Improvements, pursuant to the terms of this Agreement.

5.8.4 Upon the City Engineer's inspection and written approval of all Required Improvements in accordance with paragraph 5.9 below, the City Council shall authorize a release of the Performance Guarantee in the amount of 90% of the total estimated cost of all Required Improvements, as shown on **Exhibit C**.

5.8.5 Upon the expiration of both the Public Improvements Warranty Period and the Other

Required Improvements Warranty Period described in paragraph 5.10 below, the Developer's correction of all defects discovered during such periods, and the City's final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the City Council shall authorize a full release of the Performance Guarantee.

5.8.6 Failure to provide or maintain the Performance Guarantee in compliance with this paragraph will constitute an event of default by the Developer under this Agreement. Such default will be subject to the remedies, terms, and conditions listed in Section 8 below, including without limitation the City's suspension of all activities, approvals, and permitting related to the Subdivision Plats or Development Plan.

5.9 Conveyance of Public Improvements. Within twenty-eight days of the City's final acceptance of the Public Improvements in accordance with paragraph 5.11 below, the Developer shall, at no cost to the City, do the following:

5.9.1 Developer shall provide a written request to the Public Works Director for final inspection of improvements. Promptly upon successful completion of acceptance requirements, but in no case more than 10 business days following Developer's written request, the Public Works Director will provide to the Developer a Letter of Acceptance.

5.9.2 Deliver to the City all engineering designs, current surveys, current field surveys, and as-built drawings and operation manuals for the Public Improvements and for all improvements made for utilities or make reasonable provision for the same to be delivered to the City. The legal description of all utility service lines must be prepared by a registered land surveyor at the Developer's sole expense.

5.10 Warranty. The Developer shall warrant the Public Improvements for one year from the date that the City Engineer, in accordance with paragraph 5.7 above, approves the Public Improvements and certifies their compliance with approved specifications ("Public Improvements Warranty Period"). The Developer shall warrant all other Required Improvements for a period of two years from the date that the Director of Public Works, in accordance with paragraph 5.7 above, approves the other Required Improvements and certifies their compliance with approved specifications ("Other Required Improvements Warranty Period"). In the event of any defect in workmanship or quality during the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the Developer shall correct the defect in workmanship or material. In the event that any corrective work is performed by the Developer during either Warranty Period, the warranty on said corrected work will be extended for one year from the date on which it is completed. Should the Developer default in its obligation to correct any defect in workmanship or material during either the Public Improvements Warranty Period or the Other Required Improvements Warranty Period, the City will be entitled to draw on the Performance Guarantee and/or to pursue any other remedy described in Section 8 below.

- 5.11 Final Acceptance of Public Improvements. Upon expiration of the Public Improvements Warranty Period, and provided that any breaches of warranty have been cured and any defects in workmanship and/or materials have been corrected, the City shall issue its final written acceptance of the Public Improvements. Thereafter, the City shall maintain such Public Improvements.
- 5.12 Inspection Distinguished from Approval. Inspection, acquiescence, and/or verbal approval by any City official of construction on the Property, at any particular time, will not constitute the City's approval of the Required Improvements as required hereunder. Such written approval will be given by the City only in accordance with paragraph 5.10 above.
- 5.13 Revegetation. Any area disturbed by construction must be promptly revegetated with Native Vegetation following completion of such work unless a building permit application has been requested for such area. In addition, the Developer shall control all Noxious Weeds within such area to the reasonable satisfaction of the City.
- 5.14 Local Utilities. In addition to the Required Improvements, the Developer shall install service lines for both on-site and off-site local utilities necessary to serve the Property, including without limitation service lines for telephone, electricity, natural gas, cable television, and street lights. The Developer shall install such service lines underground to the maximum extent feasible. If such lines are placed in a street or alley, they must be in place prior to surfacing.
- 5.15 Landscape Improvements. **"Other Required Improvements"** are landscape improvements consisting of right of way and parkway landscaping in accordance with the requirements of the approved landscape improvement plan for the Subdivision and the requirements of Section 16-8-90 of the Land Use Code. The Developer or the Association shall be responsible for the Other Required Improvements Warranty Period.
- 5.16 Drainage Improvements. As shown on **Exhibit C**, certain of the Required Improvements are drainage improvements.
- 5.16.1 In accordance with Section 16-8-60 of the Land Use Code, the Developer shall retain a registered professional engineer to prepare a drainage study of the Property and to design a drainage system according to generally accepted storm drainage practices.
- 5.16.2 All site drainage, including drainage from roof drains, must be properly detained and diverted to the drainage system approved in the drainage plan before any certificate of occupancy will be issued for the Property.
- 5.16.3 All drainage improvements within public rights-of-way will be dedicated to the City as Public Improvements. All drainage improvements on private property will be maintained by the Developer or Association, subject to easements to allow the City access in the event that the Developer or Association fails to adequately maintain the drainage facilities.

- 5.17 Slope Stabilization. Any slope stabilization work must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to slope stabilization work.
- 5.18 Blasting and Excavation. Any removal of rock or other materials from the Property by blasting, excavation, or other means must be performed in strict compliance with applicable law, including City Ordinances and regulations, State statutes and regulations, and Federal law and regulations. The City will determine on a case-by-case basis whether additional requirements apply to blasting and excavation work.
- 5.19 Trash, Debris, and Erosion. During construction, the Developer shall take all necessary steps to control trash, debris, and erosion (whether from wind or water) on the Property. The Developer also shall take all necessary steps to prevent the transfer of mud or debris from construction sites on the Property onto public rights-of-way. If the City reasonably determines and gives the Developer written notice that such trash, debris, or erosion causes or is likely to cause damage or injury, or creates a nuisance, the Developer shall correct any actual or potential damage or injury and/or abate such nuisance within five working days of receiving such written notice.

When, in the opinion of the City Administrator or Chief of Police, a nuisance constitutes an immediate and serious danger to the public health, safety, or welfare, or in the case of

any nuisance in or upon any street or other public way or public ground in the City, the City has authority to summarily abate the nuisance without notice of any kind consistent with Section 7 - 1-60 of the City Code. Nothing in this paragraph limits or affects the remedies the City may pursue under Section 8 of this Agreement.

- 5.20 Compliance with Environmental Laws. During construction, the Developer shall comply with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and shall comply with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.
- 5.21 Fees. The Developer shall pay to the City the fees described below at the time set forth below:
- 5.21.1 Developer's Reimbursement of Processing Fees. The Developer shall reimburse the City for all fees and actual costs incurred by the City in connection with the City's processing and review of the Permit Application and the Building Permit; and the City's drafting, review, and execution of this Agreement ("Reimbursable Costs and Fees"). The Reimbursable Costs and Fees include but are not limited to the City's costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

- 5.21.2 Work by City staff other than City Attorney. Reimbursable Costs and Fees attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.
- 5.21.3 Work by City Attorney. Reimbursable Costs and Fees attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.
- 5.21.4 Amounts due and unpaid. Interest will be imposed at rate of 1.5% per month on all balances not paid to the City within 30 days of the effective date of the City's invoicing of the Developer for the Reimbursable Costs and Fees, with that effective date determined in accordance with the notice provisions of paragraph 11.6 below. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorneys' fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- 5.21.5 Development Fees. The Developer shall pay to the City any fees required to be paid under this Agreement or the currently existing City Code or Schedule of Fees, unless otherwise reduced by that Incentive and Development Agreement between the City and Developer and recorded onto the Property. Payment of such fees is agreed to by and between the Parties as a condition of the Development. The Developer further agrees not to contest any Ordinance imposing such fees as they pertain to the Property.
- 5.22 Lighting. All lighting on the Property must be Dark-Sky Compliant and must conform to Section 16-8-100 of the Land Use Code and all other applicable City Ordinances in effect at the time of permitting.

Section 6 - Construction Schedule

- 6.1 Construction Schedule. Attached **Exhibit D**, which is incorporated herein by this reference, provides the schedule according to which construction will occur, including construction and installation of all Required Improvements ("Construction Schedule"). The Developer shall complete construction of each phase described in **Exhibit C** in compliance with the timetable included in the Construction Schedule. If the Developer fails to commence or to complete any phase of construction and installation of the Required Improvements in compliance with the Construction Schedule, the City may take action in accordance with Section 16-2-60(e) of the Land Use Code.
- 6.2 Site Restoration. If the Developer fails to commence or complete construction in accordance with the Construction Schedule, the Developer nonetheless shall complete all site restoration work necessary to protect the health, safety, and welfare of the City's residents and the aesthetic integrity of the Property ("Site Restoration Improvements"). Site Restoration Improvements will include, at minimum, all excavation reclamation, slope stabilization, and landscaping

improvements identified as Required Improvements on **Exhibit C**.

- 6.3 Force Majeure. If the Developer fails to commence or complete construction in accordance with the Construction Schedule due to Force Majeure, the City shall extend the time for completion by a reasonable period. In such an event, the City and the Developer shall amend the Construction Schedule in writing to memorialize such extension(s). If any delay is caused in whole or in part by the City, the time for completion shall be extended by a reasonable period.

Section 7 - Inclusionary Housing

- 7.1 Agreement to Provide Affordable Housing Consistent with Article XIII of the Land Use Code. The Developer agrees to construct and provide a minimum of fifty percent (50%) of the residential units on the Property as permanently deed-restricted, with such deed restriction form to be drafted by the City Attorney pursuant ~~to~~ City Code to be reasonably approved by the City Attorney before recordation. The Developer hereby agrees, at minimum, to construct and deed restrict as permanently affordable units as follows: twenty (20) rental units in in Phase 1, one (1) of the for-sale residential units in Phase ~~1~~; ~~fourteen (14) of the for sale condominiums 1B~~; seven (7) residential units in Phase 2; and ~~twenty (20) rental~~seven (7) residential units ~~in~~ Phase 3. The prices for sale or rents charged for permanently affordable deed restricted residential units shall not exceed a price that is affordable to a household earning the applicable percentage of Area Median Income (AMI) for Chaffee County as specified within Chapter 16, Article XIII of the Salida Municipal Code (the "Inclusionary Housing Ordinance"), unless more specifically provided within this Section 7. Development of the affordable housing units shall be according to the additional standards specified below:
- 7.1.1. Phase ~~1~~ Phase 1A (Apartment building)- All twenty (20) rental units in the apartment building will be permanently deed-restricted affordable residential units meeting the parameters of the Inclusionary Housing Ordinance for rental units, prior to certificate of occupancy of the apartment building in Phase 3. -Developer shall provide 1 studio at 30% AMI, 11 studios for rent at prices up to 80% AMI, 4 studios at 90% AMI and 4 two-bedroom units for rent at prices up to 100% AMI.
- 7.1.2. Phase 1B (Single-family and Duplex homes) - A certificate of occupancy must be issued for one (1) unit meeting the for-sale Inclusionary Housing deed restriction, prior to issuance of certificate of occupancy of the 6th market rate for-sale unit in Phase 1. The average sales price of the affordable housing unit shall not exceed a price affordable to households earning one hundred forty (140) percent AMI for Chaffee County.
- 7.1.3. Phase 2 (~~both Condominium buildings~~Second multi-family building) - A minimum of seven (7) out of the 20 ~~condominium~~multi-family units in each building must be permanently deed restricted meeting the parameters of the for-sale Inclusionary Housing Ordinance and policy, prior to certificate of occupancy of the ~~first condominium~~ building in Phase 2. A certificate of occupancy will not be issued to each individual ~~condominium~~ unit but to the entire building. The average ~~sales~~ price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee

County. The Developer plans to construct 16 studios and 4 two-bedrooms in each of the 2 ~~Condominium~~multi-family buildings. In ~~each of the 2 condominium buildings,~~this building there will be at least one (1) deed restricted two-bedroom unit and six (6) deed restricted studio units.

7.1.4. Phase 3 (~~Apartment~~third multi-family building) ~~All twenty (20) rental~~ - A minimum of seven (7) out of the 20 multi-family units in the apartmenteach building willmust be permanently deed-restricted ~~affordable residential units~~ meeting the parameters of the for-sale Inclusionary Housing Ordinance ~~for rental units and policy~~, prior to certificate of occupancy of the ~~apartment~~building in Phase 3. ~~Developer shall provide 16 studios for rent at prices up to 80% AMI and 4 two-bedroom units for rent at prices up to 100% AMI.~~

7.1.5. A certificate of occupancy will not be issued to each individual unit but to the entire building. The average price of the affordable housing unit (studios) shall not exceed a price affordable to households earning up to one hundred (100) percent AMI for Chaffee County. The Developer plans to construct 16 studios and 4 two-bedrooms in each of the 2 multi-family buildings. In this building there will be at least one (1-4) deed restricted two-bedroom unit and six (6) deed restricted studio units.

~~7.1.5;~~7.1.6. Deed-restricted affordable units within the Association or any applicable condominium or homeowners' association shall not be assessed any monthly dues or other shared assessments exceeding those specifically permitted in the CHA Community Housing Guidelines, or any dues or assessments beyond necessities such as utilities, trash services, and the like, in order to ensure that the deed-restricted units remain affordable. Should the Developer or Association desire, they may renegotiate the condition with the Chaffee Housing Authority based upon the Authority's guidelines for such dues.

Section 8 - Default by Developer and City's Remedies

8.1 City's Remedies on Developer's Default. In the event of the Developer's default with respect to any term or condition of this Agreement, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

8.1.1 The refusal to issue any further building permits or a certificate of occupancy to the Developer.

8.1.2 The revocation of any building permit previously issued and under which construction directly related to such building permit has not commenced; provided, however, that this remedy will not apply to a third party.

8.1.3 Suspension of all further activities, approvals, and permitting related to the Permit Application and the Building Permit.

8.1.4 A demand that the Performance Guarantee be paid or honored.

8.1.5 Any other remedy available in equity or at law.

- 8.2 Notice of Default. Pursuant to Section 16-2-60(o) of the Land Use Code, before taking remedial action hereunder, the City shall give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If the default has not been cured within thirty days of receipt of the notice or the date of any hearing before the City Council, whichever is later, the City will consider whether the Developer has undertaken reasonable steps to timely complete the cure if additional time is required.
- 8.3 Immediate Damages on Developer's Default. The Developer recognizes that the City may suffer immediate damages from a default. In the event of such immediate damages resulting from the Developer's default with respect to any term or condition of this Agreement, the City may seek an injunction to enforce its rights hereunder.
- 8.4 Jurisdiction and Venue. The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 8.5 Waiver. Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.
- 8.6 Cumulative Remedies. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement or otherwise existing at law or in equity.

Section 9 - Indemnification and Release

- 9.1 Release of Liability. The Developer acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City Ordinances, and the laws of the State of Colorado. The Developer further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees. Accordingly, the Developer expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 9.2.1 Indemnification.
- 9.2.2 The Developer shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) acts or omissions by the Developer, its officers, employees, agents, consultants, contractors, or subcontractors in connection with the Planned Development or the Subdivision Plats or Permit Application, if it is approved, and the Building Permit, if it is issued, (b) the City's required disposal of hazardous substances, pollutants, or contaminants;

required cleanup necessitated by leaking underground storage tanks, excavation, and/or backfill of hazardous substances, pollutants, or contaminants; or environmental cleanup responsibilities of any nature whatsoever on, of, or related to the Easement Lands; provided that such disposal or cleanup obligations do not arise from any hazardous substance, pollutant, or contaminant generated or deposited by the City upon the Easement Lands; or (d) any other item contained in this Agreement.

- 9.2.3 Fees, expenses, and costs attributable to work completed by City staff, not including the City Attorney, will be determined based on the fee schedule attached to the City's then-effective Open Records Policy. The fee schedule attached to the Open Records Policy in effect as of the date of this Agreement is attached as **Exhibit E**.
- 9.2.4 Fees, expenses, and costs attributable to work completed by the City Attorney or by the City's outside consultants and/or counsel will be equal to the actual costs and fees billed to and paid by the City for that work.

Section 10 - Representations and Warranties

- 10.1 **Developer's Representations and Warranties.** The Developer hereby represents and warrants to the City that the following are true and correct as of the date of the Developer's execution of this Agreement and will be true and correct as of the Effective Date:
- 10.1.1. **Authority.** This Agreement has been duly authorized and executed by the Developer as a legal, valid, and binding obligation of the Developer, and is enforceable as to the Developer in accordance with its terms.
- 10.1.2 **Authorized signatory.** The person executing this Agreement on behalf of the Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of the Developer.
- 10.1.3 **No litigation or adverse condition.** To the best of the Developer's knowledge, there is no pending or threatened litigation, administrative proceeding, or other claim pending or threatened against the Developer that, if decided or determined adversely, would have a material adverse effect on the ability of the Developer to meet its obligations under this Agreement; nor is there any fact or condition of the Property known to the Developer that may have a material adverse effect on the Developer's ability to complete construction on the Property as contemplated under the Permit Application.
- 10.1.4 **Compliance with environmental laws and regulations.** To the best of the Developer's knowledge, all Easement Lands to be dedicated to the City hereunder are in compliance with all Federal and State environmental protection and anti-pollution laws, rules, regulations, orders, or requirements, including solid waste requirements; and all such dedicated property is in compliance with all requirements pertaining to the disposal or existence of any hazardous substances, pollutants, or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

10.1.5 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the Developer is a party or by which the Developer is bound or affected.

10.2 City's Representations and Warranties. The City hereby represents and warrants to the Developer that the following are true and correct as of the date of the City's execution of this Agreement and will be true and correct as of the Effective Date:

10.2.1 Authority. Upon execution, this Agreement will have been duly authorized by City Council as a legal, valid, and binding obligation of the City, and is enforceable as to the City in accordance with its terms.

10.2.2 Authorized signatory. The person executing this Agreement on behalf of the City is duly authorized and empowered to execute this Agreement on behalf of the City.

10.2.3 No adverse condition. To the best of the City's knowledge, there is no fact or condition of the Property known to the City that may have a material adverse effect on the Developer's ability to develop the Property as contemplated under the Development Plan or as proposed in the Subdivision Plat.

10.2.4 No conflict. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement, or obligation to which the City is a party or by which the City is bound or affected.

Section 11- General Provisions

11.1 Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Developer as set forth herein. The Developer further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions of City Council adopting this Agreement.

11.2 Final Agreement. This Agreement and the Incentive and Development Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to a Development Improvements Agreement; Subdivision Improvements Agreement; and Inclusionary Housing Agreement associated with development of the Property, and is the total integrated agreement between the Parties with respect to that subject.

11.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

11.4 Voluntary Agreement. The Developer agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis.

11.5 Survival. The City's and the Developer's representations, covenants, warranties, and

obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

Notice. All notices required under this Agreement must be in writing and must be hand-delivered sent by registered or certified mail, return receipt requested, postage prepaid, or by email with read receipt requested, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City: City of Salida
Attn: City Administrator and City Attorney 448 East First Street, Suite 112
Salida, CO 81201
christy.doon@cityofsalida.com

With a copy to: Nina P. Williams, Esq.
Wilson Williams Fellman
Dittman 1314 Main Street,
Suite 101
Louisville, CO 80027
nina@wwfdlaw.com

Notice to the Developer: Biker Baker Holdings,
LLC 815 G Street
Salida, CO 81201
rob@sweetiesinsalida.com

With a copy to: Principle Law
Attn: Attorney Nathan T.
Lawrence PO Box 1224
Salida, CO 81201
nathan@principle.law

- 11.6 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 11.7 Recording. The City shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado, at the Developer's expense.
- 11.8 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Developer, and the Developer's successor(s).
- 11.9 No Waiver of Immunity. Nothing in this Agreement, express or implied, waives or is intended to waive the City's immunity under Colorado State law, including without limitation the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through -120.
- 11.10 Joint Drafting. The Parties acknowledge that this Agreement represents the negotiated terms, conditions, and covenants of the Parties, and that the Party responsible for drafting any such term, condition, or covenant is not to be prejudiced by any presumption, canon of construction, implication, or rule requiring construction or interpretation against the Party drafting the same.
- 11.11 Subject to Annual Appropriation. Any financial obligation of the City ansmg under this Agreement and payable after the current fiscal year is contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council in its discretion.
- 11.12 Exhibits. All schedules, exhibits, and addenda attached to this Agreement and referred to herein are to be deemed to be incorporated into this Agreement and made a part hereof for all purposes.
- 11.13 Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same document.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By _____ Mayor,

ATTEST:

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this_ day of _____ 202__ by ___, as Mayor, and by_, as Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public

DEVELOPER:

Biker Baker Holdings, LLC

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this day of _____ 202____ by
_____, as representative of Biker Baker Holdings, LLC.

WITNESS my hand and official seal.
My Commission expires: _____



January 22, 2026

Rob Gartzman
Biker Baker Holdings, LLC - The Flour Mill
129 W Sackett Ave Unit C
Salida, CO 81201

RE: Decision Notice – Insubstantial Modification to the Flour Mill Planned Development

Dear Rob,

Staff has reviewed your submittal for the insubstantial modification to the Flour Mill Planned Development and certified application completeness with a letter on December 18, 2025. The request is deemed in compliance with Section 16-7-150(c) of the Salida Municipal Code (predating December 22, 2025) because it promotes the terms, purposes, and conditions of the original PD development plan and does not:

1. Change the land use or development concept;
2. Increase residential density levels^a or building coverage of nonresidential uses;
3. Increase the permitted height of buildings;
4. Realign major circulation patterns or change functional classification of the street network;
5. Reduce the amount of open space or common amenities^b; or
6. Involve significant changes which involve policy questions or issues of overriding importance to the community.

^a The proposed insubstantial modification reconfigures one existing single-family dwelling on one lot into a duplex on two lots. Duplex units are already an established housing type within the PD, alongside single-family residences and apartment-style multifamily buildings. As such, the modification remains consistent with the overall residential density levels and development pattern anticipated for the PD.

^b The proposed insubstantial modification removes the stand-alone laundromat facility, however, laundry facilities will now be provided in each multi-family building, thus making the laundromat unnecessary.

The Flour Mill project was recently able to secure grants with Colorado Housing Finance Authority (CHFA), Department of Local Affairs (DOLA), and Department of Housing (DOH) for the construction of the apartment building on Lot 13. Because of this, the following changes to the Planned Development are proposed:

1. The apartment building on Lot 13 was originally planned as part of Phase 3. This 20-unit affordable housing rental multi-family building is now proposed to be part of Phase 1 to best utilize secured funding. The proposed phasing as shown in **Exhibit A** is as follows:
 - a. Lot 13 will be Phase 1a (an apartment building)
 - b. Lots 1-10 (Single family homes and duplexes) will be Phase 1b
 - c. Lot 12 will be Phase 2 (condos)
 - d. Lot 11 will be Phase 3

Right-of-way and private infrastructure both remain in phase 1 (unchanged from original phasing).
2. While the mix of unit types and Area Median Income (AMI) percentages are shifting slightly to accommodate grant requirements, the overall average of AMI percentages provided in this building remain the same (previously 84% AMI, now 83.5% AMI). The proposed unit breakdown is as follows:
 - a. 1 studio at 30% AMI
 - b. 11 studios at 80% AMI
 - c. 4 studios at 90% AMI
 - d. 4 2-bed units at 100% AMI
3. As stated above, the previous laundromat facility on Lot 3 is no longer required as each multi-family building will have its own laundry services. As part of this shift, the single-family residential unit on Lot 2 is now becoming a duplex, sharing a party wall with a new market-rate unit on Lot 3.

Staff has reviewed the request and declares that the request is **APPROVED**, with the following conditions. Updates reflecting these changes, particularly the phasing, will need to be made to the following documents so all are aligned:

1. Subdivision Improvements, Development Improvements, and Inclusionary Housing Agreement for the Flour Mill Planned Development and Major Subdivision (Resolution 2024-59)
2. Incentive and Development Agreement with Biker Baker Holdings LLC, related to the Flour Mill Development (Resolution 2024-60)

Sincerely,

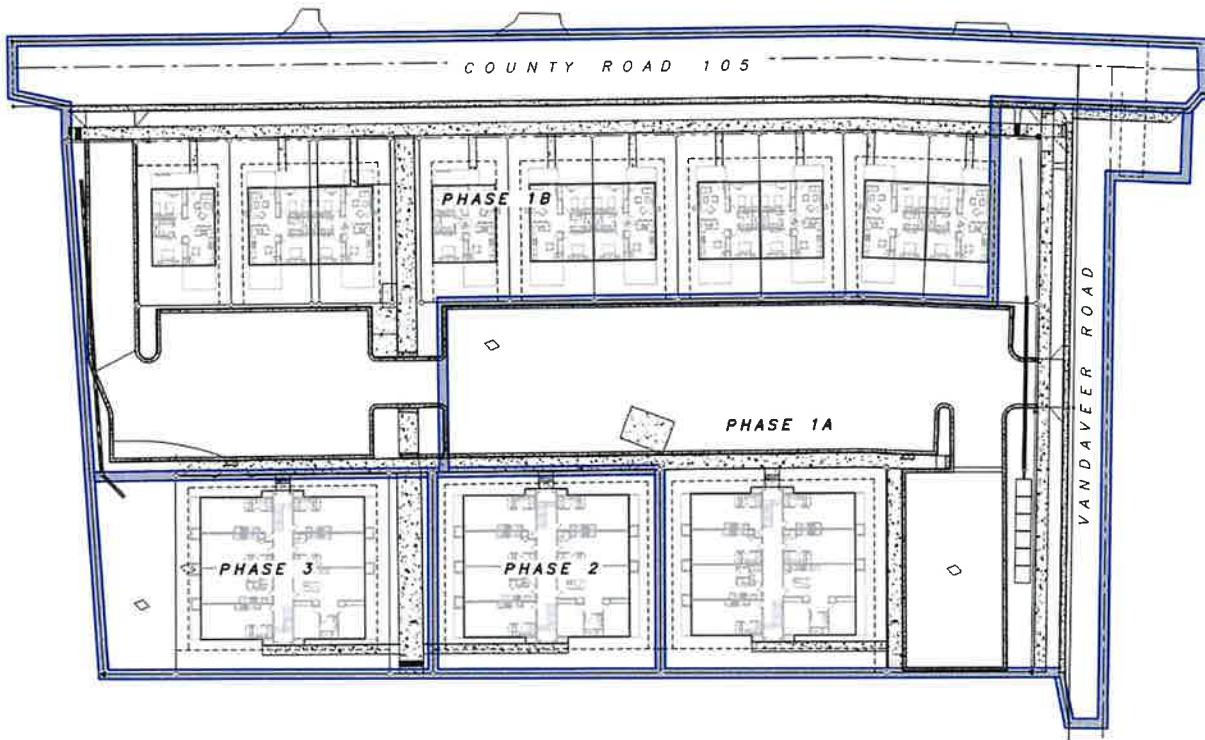


Christy Doon, City Administrator

CC: Bill Almquist – Community Development Director

Exhibit A

Flour Mill Phasing Plan





CITY COUNCIL ACTION FORM

DEPARTMENT Administration	PRESENTED BY Sara Law- Sustainability Coordinator/PIO	DATE April 21, 2026
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Agenda Item

Resolution 2026-14 A Resolution of the City Council of the City of Salida, Colorado, approving May 5, 2026 as Arbor Day in the City of Salida

Background

The City of Salida is proud to continue its long-standing commitment to urban forestry and environmental stewardship as a designated “Tree City USA” community for the past 39 consecutive years. This recognition, awarded by the Arbor Day Foundation, reflects Salida’s dedication to meeting the core standards of sound urban forestry management, including maintaining a tree board, having a community tree ordinance, spending at least \$2 per capita on urban forestry, and celebrating Arbor Day annually.

Due to Salida’s unique climate and growing conditions, the local planting season begins slightly later in the year than in other regions. As a result, the City celebrates Arbor Day in May rather than April, aligning the event with the optimal time for tree health and successful planting.

This year’s Arbor Day celebration will take place on Thursday, May 5th at 2:45 p.m., with a special tree planting event involving a fourth-grade class from Longfellow Elementary School. The students will select and plant a shade tree species well-suited to our environment based on the Tree Board’s recommended Tree list.

Recommendation

Staff recommends the City Council approve May 5, 2026 as Arbor Day in the City of Salida

Fiscal Impact

There is no fiscal impact.

SUGGESTED MOTION

A City Councilmember should state, “I move to approve Resolution 2026-14, A Resolution of the City Council of the City of Salida, Colorado, approving May 5, 2026 as Arbor Day in the City of Salida,” followed by a second and a roll call vote.

**City Of Salida, Colorado
Resolution No. 14
Series of 2026**

A Resolution of the City Council of the City of Salida, Colorado, Approving May 5, 2026 as Arbor Day in the City of Salida

WHEREAS, the City Council continues to pursue a designation of “Tree City USA” for the City of Salida; and

WHEREAS, communities designated as a Tree City USA commonly enjoy cleaner air, improved stormwater management, energy savings, increased property values and commercial activity, among other benefits; and

WHEREAS, Tree City USA is a designation given by the Arbor Day Foundation to communities that meet the four designated standards of having a sustainable tree management program; and

WHEREAS, one such standard for obtaining such designation is to declare an Annual Arbor Day; and

WHEREAS, the City of Salida has been recognized as a Tree City USA by the National Arbor Day Foundation for 39 years and desires to continue its tree-planting practices.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

May 5, 2026 is hereby proclaimed as Arbor Day in the City of Salida.

Resolved, Approved and Adopted this 21st day of April, 2026.

City of Salida, Colorado

By _____
Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2026

Administration and Human Resources

- **Climate & Energy**
 - Work is ongoing with Lotus Engineering on the City and County Greenhouse Gas (GHG) Inventory, with completion expected in April.
 - The County’s EV Readiness Plan, led by Brendle Group, is progressing and anticipated by May–June.
 - The City completed a Building Efficiency Assessment Program and Fleet Electrification Report through Xcel Energy’s contractor, Resource Innovations; final deliverables are expected in April.
- **Waste & Materials Management**
 - The Residential Waste Survey Report has been finalized and published on the City’s website. Staff are working with Western University graduate students to develop policy recommendations for Council in April.
 - Additional analysis on waste diversion and Extended Producer Responsibility (EPR) was completed by Western students, with a Council presentation scheduled for April.
- **Transportation**
 - Two community surveys were launched in February:
 - EV infrastructure feedback (community and visitors)
 - Interest in a Poncha Springs–Salida shuttle route
 - A student-led project identifying a potential Poncha Springs to Salida transit loop has been completed and presented at an intergovernmental meeting with Salida, Buena Vista, Poncha Springs, and Chaffee County.
- **Communications & Community Engagement**
 - Staff, Council and volunteers participated in the Home and Outdoor Living Expo, sharing information on surveys, programs and resources.
 - Participate in monthly What’s Up Salida meetings as well as Downtown Business Group and Restaurant, Entertainment, Bar Association to connect with residents and business owners
 - Launching a new “Made in Chaffee” event focused on supporting local businesses through marketing and networking opportunities. The inaugural event will take place on May 4th at the SteamPlant.
 - Finalizing Salida Summer Plaza branding and ordering signage for our downtown closure
- **Turnover**
 - (YTD 1/1/26 – 4/13/26): 12.01%
 - Prior Year YTD Comparison (1/1/25 – 4/13/25): 7.5%
 - Note: Excludes temporary and seasonal employees
- **ADP Upgrade**
 - Agreed to upgrade the ADP system from their Essential Time platform to the enhanced Workforce Manager platform. This upgrade will provide more robust and streamlined scheduling capabilities within and across departments, improving efficiency in scheduling and comp time management. Implementation will begin in Q2 2026 and will go live in Q1 2027.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2026

- **All Hands Staff Meeting**
 - The Employee Engagement Committee organized an All-Hands staff meeting at the SteamPlant. Department updates were showcased throughout the event, and department heads introduced their teams. Employee engagement survey results were reviewed, and staff were invited to provide input on the City’s Mission, Vision, and Values. Department heads also prepared and served food for employees in attendance.
- **Employee Engagement Survey**
 - Conducted an online, anonymous employee engagement survey, achieving a 65% response rate from full-time staff. Results were shared at the All-Hands meeting and distributed to department heads and the Employee Engagement Committee to review and develop action plans based on the findings.
- **Recruitment & Staffing (March 2026)**
 - **Hires/Onboarding:** 6 total (1 full-time, 5 part-time)
 - Departments: 1 Administration, 3 Parks & Recreation; 1 Salida Fire Department (Reserve Firefighter) and 1 Arts & Culture
 - **Separations:** 10 total
 - 10 Voluntary
 - 1 Full-Time; 2 Part-Time, 6 seasonal assignment ending
 - Departments: 1 Administration, 9 Parks & Recreation

Arts and Culture

- **Steamplant**
 - Open House – Over 250 community members experiencing what the SteamPlant has to offer.
 - Formalized a Relationship Agreement with the Salida Council for the Arts
 - Focused on cost recovery goals
- **Special Event Permit Coordination: Thirty-two (32) applications ending March 2026**
 - Hired a new A&C employee to take the lead on Special Event Permits
 - Communications with event coordinators
 - Coordination among departments to facilitate permits
 - Processed Special Event Permits
- **Arts & Culture Events and Engagement:**
 - City Sponsored Events 21
 - Public Events 13
 - A&C Programs 12
 - Private Events 10
 - Total Event Participants: 3187 participants
 - Type of events included:



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2026

- **Theater productions:** Sventastik Productions
- **Performances:** Grounded Dance, Met Opera (Live Streaming), Jazz Open Mic,
- **Movies:** Agri Summit Film, What the River Knows, Mt Film on Tour, Wicked 2,
- **Meetings:** Water Safety Instructor, Lunch & Learn, Boy Scouts, Cub Scouts, CCEDC, ACAC, PROST, Council Retreat, CIRSA Training,
- **Activities:** Fitness Classes, Cornhole League,
- **Conferences:** Agrisummit, Grain Summit, CCEDC Cohort Meetings, Venture Out Backcountry Fest, CIRSA Training, Council Retreat,
- **Parties:** Baby Shower, Open House

- **Arts and Culture Programming**

- First Friday
- Creative Mixer & Artists Reception
- Oscar Shorts
- Jazz Musicians Wanted
- Kids Art Studio
- Paint and Sip
- Met Opera

City Clerk

- On Thursday, April 16th, I will meet with petitioners submitting referendum petition sections for Ordinance 2026-09. The Clerk's Office will verify signatures and issue a statement of sufficiency. On May 19th, City Council will consider an emergency ordinance to either affirm or repeal its March 3rd decision regarding Ordinance 2026-09.
- Notice requirements for our legal publications in the Mountain Mail continue to be an issue. The Mountain Mail's publishing platform, Column, has not provided accurate deadline information and would have delayed publication of Ordinance 2026-10. The stated deadline is noon on the Friday prior to the following Thursday's paper; however, they are now indicating that larger legal notices must be submitted 48 hours before the Friday deadline.
 - The Mountain Mail's General Manager was very helpful in ensuring the legal notice for Ordinance 2026-10 was ultimately published on the correct date.
- Since the March update, we have received 16 additional CORA requests, bringing the 2026 total to 38, an increase of 40% compared to the same period last year.
- We have updated the short-term rental software incorporating the recently adopted amendments to Chapter 6, Article VI, which took effect March 23rd. Renewal applications will begin coming in early next month for our review and approval. After the renewal process is completed, we will provide Council with an update on the numbers.
- Municipal Court had 37 cases on the March docket and has 41 cases on the April docket.
- We are currently processing two new liquor license applications, two liquor license transfers and reviewing several liquor license renewals.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2026

Community Development

- **Building Permits:** Through April 14, we have received a total of 50 building permits, including 12 new primary units and 1 new accessory dwelling unit. By the same date in 2025, we had received 47 building permits, including 17 primary units, and 9 ADUs. By the same date in 2024, we had received 58 building permits, including 102 new primary units (inc. 75 condos at Salida Crossings alone) and 8 ADUs.
- **1st & D Apartments**—The next big grant opportunity for the Space-to-Crete Workforce Housing project is the Middle Income Housing Tax Credit application which is due in mid-May. Artspace will be applying and, should they receive that funding (awards anticipated by July), they will follow up with a gap funding request to DOH. Once those awards are secured, Artspace will submit building permits with the hope of starting construction late fall 2026/early spring 2027. Artspace also made a request via Congressionally Directed Spending via Hickenlooper and Bennet’s offices to assist with development of the project. These funds are often announced towards the end of the year/beginning of next.
- **Senior LIHTC Apartment Project-** Northpointe Development officially submitted an application for a Low-Income Housing Tax Credit award to CHFA on February 2nd for 40 low-income senior apartment units with an adjoining public park at 507 Scott Street. Northpointe and City staff will be doing a presentation to CHFA about the project on May 8th and should hear back a decision about the award within 1-2 weeks after that. The dilapidated home that was on the site was used for a training exercise by the Fire Department in March and then promptly removed by contractors along with a shed on the property. Staff anticipates that subdivision of the property (to delineate the senior project property from the public park) will happen this summer. Should Northpointe be awarded the LIHTC, it is anticipated that construction will begin around April 2027. Staff and Northpointe also made a request via Congressionally Directed Spending via Hickenlooper and Bennet’s offices to assist with development of the park.
- **New and Promoted Staff**—Following Kristen Hodges elevation to the Senior Planner role, we opened up her previous Associate Planner position. Corey Cicci was selected to fill that role and will be joining us at the end of April. Meanwhile, Tommy Sherwood received a promotion to Assistant Planner. He will continue many of his previous roles as Planning Technician while taking on other planning responsibilities in order to help increase the overall capacity within our small but mighty team.
- **South Ark Neighborhood**—Following the approval of Ordinance 2026-10 which adjusted a variety of PD modification elements, especially for Phase I, staff and others are working on a plat amendment to ensure that lots are appropriately sized for the intended building footprints for that phase. An RFQ is expected be issued by the end of April to attract developers to submit interest in developing various “bulk lots” within Phase I. Developers will be chosen later this summer. In the meanwhile, construction of infrastructure continues, including the current installation of water mains underneath the pedestrian path from Hwy 50, under the South Ark River, to the neighborhood and a secondary loop from the Palmer St. ROW to the neighborhood.
- **Regional Housing Needs Assessment:** The work to update the Regional Housing Needs Assessment is in full swing. We have been working hard with our consultant to prepare for the community engagement piece, and we have an open house kick off at the Scout Hut on May 6. There is also a housing survey which is open to anyone



DEPARTMENT UPDATES

DEPARTMENT Administration	PRESENTED BY Christy Doon - City Administrator	DATE April 15, 2026
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who lives, works, or owns in Chaffee County. Link to the survey and more information can be found at ChaffeeHousingPlan.org.

Finance

- The independent financial auditors have completed their field work and have given staff a draft of the financial report. Staff are now working on their parts (Management Discussion and Analysis and statistical information) of the Annual Comprehensive Financial Report (ACFR).
- We recently received notice from the Government Finance Officers Association that our 2026 Budget Document met the criteria for the Distinguished Budget Presentation Award for the fifth consecutive year.
- Key operating metrics are provided below, offering a snapshot of the Finance Office’s daily activities:

Finance Office - Key Operating Metrics								
	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>
Number of front desk customers served	188	203	149	163	195	186	172	157
Number of invoices paid	561	689	540	558	560	542	-	358
Number of utility bills processed	4,435	4,452	4,446	4,451	4,472	4,474	4,479	4,138
Number of utility bills emailed	1,655	1,668	1,720	1,744	1,786	1,807	1,832	1,846
Number of online utility payments received	3,077	3,011	3,152	3,195	3,102	3,186	3,098	3,134
Number of delinquent utility accounts processed	351	426	333	313	266	345	268	356
Number of journal entries prepared	40	65	39	38	38	40	-	26
Number of payroll checks processed	359	321	330	331	311	326	337	342
Number of utility service orders processed	138	91	56	59	28	46	40	45
Number of new construction utility accounts set up	9	5	7	2	9	5	5	3
Number of Accounts Receivable billings	43	27	43	42	51	39	38	48
<i>Percent of Utilities customers paying via digital payment methods</i>	<i>69.4%</i>	<i>67.6%</i>	<i>70.9%</i>	<i>71.8%</i>	<i>69.4%</i>	<i>71.2%</i>	<i>69.2%</i>	<i>75.7%</i>
<i>Percent of utility bills emailed versus printed and mailed</i>	<i>37.3%</i>	<i>37.5%</i>	<i>38.7%</i>	<i>39.2%</i>	<i>39.9%</i>	<i>40.4%</i>	<i>40.9%</i>	<i>44.6%</i>

Fire

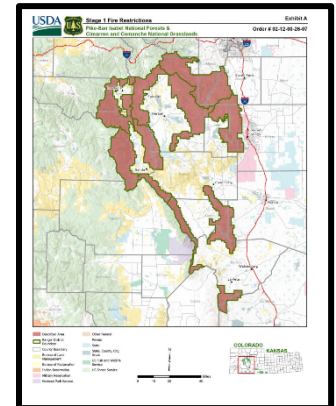
- **Stage I Fire Restrictions Expanded**
 - As previously announced, Stage I Fire Restrictions remain in effect for unincorporated Chaffee County, including the municipalities of Buena Vista and Poncha Springs.



DEPARTMENT UPDATES

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - City Administrator	April 15, 2026

- **NEW UPDATE (Effective March 27, 2026):**
 - Stage I Fire Restrictions have now been expanded to include ALL National Forest System lands, roads, trails, and designated dispersed campsites within the exterior boundaries of the Pike-San Isabel National Forests & Cimarron and Comanche National Grasslands. This means federal lands are now included under fire restrictions.
- Conditions across the region remain dry, and fire danger is increasing. With limited firefighting resources available statewide, preventing human-caused fires is more important than ever.



- **Staffing Additions & Opportunities**

- We're excited to share that both Salida Fire Department and South Arkansas Fire Protection District are taking steps to grow and strengthen our teams.
- Salida Fire Department has officially posted a position for a full-time Firefighter/EMT, while South Arkansas Fire Protection District is currently seeking a Finance Coordinator.
- These opportunities reflect our continued commitment to expanding our capabilities, enhancing service delivery, and making a greater impact within the communities we serve.
- If you or someone you know is interested in serving the community in a meaningful way, we encourage you to apply and be part of a dedicated and growing team.
- Together, we're building a stronger, safer future.

- **Hands-On Training**

- On March 11th, Salida Fire Department personnel participated in a live burn training, providing crews with realistic, hands-on fireground scenarios.
- During the training, firefighters practiced:
 - Conducting effective size-ups of structures
 - Determining the best course of action under live conditions
 - Deploying and placing ladders at designated entry and exit points
 - Improving hose movement and control skills
- This type of training is critical to ensure our personnel remain prepared, confident, and ready to respond when it matters most.
- We're proud of the continued dedication our crews show in sharpening their skills to better serve and protect our community.



Parks and Recreation

- **Parks**

- Irrigation systems are getting turned on and ready for the season



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- Aerating/seeding projects starting up
- Planning/preparing for F street closure
- 3 seasonals will be starting in the next 2 weeks
- Pouring anchors for railroad parking lot portolet screens
- Planning for summer F Street operations
- Summer event planning
- Staff is building a fence for the sculpture garden.

- **Aquatics**

- Longfellow lessons – 431 kids from the school are taking swimming lessons during their PE time
- Salida Cyclones is having a swim camp this month
- Salida Cyclones will start summer practices in May and end in July
- May shut down is May 3-9. We will reopen on Mother’s Day. Mothers get to swim for free.
- 2 Preschool and Parent/tot lessons left until summer

- **Recreation**

- Wrestling Wrapped up with 45 kids participating
- Women’s volleyball will finish mid-May
- The Volunteer appreciate party is April 21, PROST, Council and Admin are welcome to attend. Please RSVP to Ryan.
- Scholarships are out of money after the first week, we’re looking into solutions
- Field Trip Friday has been popular with full classes, and waitlists. Those go through early May.
- Drop-in basketball has been going well at the middle school with 8-12 players most nights
- FIBArk race registration will open soon, no FIBike this year.
- Men’s, women’s, coed softball will start the first week of June
- Youth softball and youth baseball registration closes April 19.
- Youth Pickleball and Tennis lessons should be back for the summer.
- The intro to Kayak class for April is full, with 12 participants.

- **Facilities**

- Putting costs to repair old fire station.
- Exploring new pool liner for the leisure pool
- Standardizing custodial service across the organization.
- Elevating the level of custodial service to the Scout Hut and Steamplant

Police

- Officer Jacob Hume will be released from Field Training this week. He will now begin his time as a solo Officer on his next shift. This will get us closer to being fully staffed, but we are still currently down three officers.
- We are making progress on the new building. It is completely framed out, and they are now working on HVAC and electrical.



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- We just switched our electronic ticket system from handheld devices to an app. Since we already utilize the Brazos system there was no set up fee or expense for the app. This will make ticketing for any reason much easier for our staff.

Public Works

- Planning and Construction
 - Streets
 - West 291 Entry (Mesa Ln to M St) – Storm sewer construction underway. Detour on 3rd St.
 - 50-291 Intersection (CDOT Project) – CDOT design underway including landscape concepts
 - SRTS CDOT Local Agency Project - Final FOR plans submitted to CDOT
 - Utilities
 - Poncha Sewer Line: Groundbreaking near CR111 (Walmart) in upcoming weeks
 - Mesa Tank – CDPHE approved plans. Bid set preparation underway
 - Gallery Tank Rehabilitation – Improvements completed and about to go online
 - 1st St and 6th St Utilities – Water and sewer near complete
 - Other CIP Items
 - South Ark Neighborhood
 - Sanitary sewer construction (~80% complete)
 - Water construction (~20% complete) with connections at US-50 in-progress
 - Site grading near complete
 - S Ark River – River restoration adjacent to Old Stage Road planned for April 2026 start; TBD based on coordination with neighboring property owners
- Operations
 - Streets
 - Coordinated hiring and position description updates with Street Supervisor. Position filled.
 - Sign maintenance – replacements and digital school and speed sign upgrades completed
 - Pre-planning for F Street summer closure
 - Solar street light maintenance and upgrades
 - Radar sign upgrades
 - Utilities
 - WTP – gallery tank rehab and SCADA improvements completed. This is a complex project with several years and planning and programming to implement.
 - Development support at S Ark Neighborhood and Poncha projects.
 - Sanitary sewer line cleaning and inspection underway
 - Valve exercising and support for City capital projects ongoing



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