



City Council Regular Meeting

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

May 5, 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 21, 2026 Minutes
3. Approve Special Event Liquor License for Blue Grass on the Arkansas
4. Approve Estoppel Certificate required by CHFA for the Flour Mill funding

Citizen Comment–Three (3) Minute Time Limit

Proclamations

5. Asian American Pacific Islander Heritage Month

Unfinished Business / Action Items

Executive Session

6. For the purpose of conferencing with the City Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e), and the following additional details are provided for identification

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.

purposes: **Development incentive and fee transfer requests, and related agreement amendment requests, from property owner and Colorado Housing and Financing Authority (CHFA)**

New Business / Action Items

- 7. Flour Mill Fee Transfer Request

- 8. **Resolution 2026-15** A Resolution of the City Council of the City of Salida, Colorado, Approving an Amended and Restated Incentive and Development Agreement with Biker Baker Holdings LLC, Related to the Flour Mill Development

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 and ACAC

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn



City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

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

April 21, 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 (Remote)
Mayor Justin Critelli

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.

Council Member Martin moved to combine and approve items on the consent agenda, 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

Approve Agenda

Approve April 7, 2026 Minutes

Approve Special Event Liquor License for SunFest

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.**

Motion Passed

Citizen Comment–Three (3) Minute Time Limit

Liquor Licensing Authority

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

Mayor Critelli opened the Public Hearing. Hearing no public comment, the Mayor closed the public hearing.

Council Member Stephens moved to approve a new tavern liquor license for The Next Eddy, 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

Unfinished Business / Action Items

New Business / Action Items

Chaffee County Community Foundation Funding Recommendations

Anna Hendricks presented the Chaffee County Community Foundation grant funding recommendations.

Council Member Martin recused herself from the Resolution 2026-13 discussion.

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.

Council Member Pappenfort moved to approve Resolution 2026-13 with an amendment moving the language from section 7.1.5 and add it to the end of section 7.1.4 so that the language applies to Phase 3 in the same manner as Phase 2, seconded by Council Member Schriener

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 returned to the regular meeting.

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.

Council Member Fontana moved to approve Resolution 2026-14, seconded by Council Member Stephens

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

Motion Passed

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

Reports were given. Administrator Doon announced that she would be out on extended medical leave starting April 30th and requested Council appoint Police Chief Russ Johnson as Acting Administrator during her absence.

Council Member Martin moved to appoint Chief Johnson as Acting Administrator in the Administrator’s absence, 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

Adjourn Meeting adjourned at 7:20 pm



City Clerk | Deputy City Clerk

Mayor



Salida Rotary Charitable Fund
P O Box 155
Salida, CO 81201
Salida Rotary Club

The 2026 “Bluegrass on the Arkansas” in Salida’s Riverside Park will be the 24th edition of the annual fundraiser for the Salida Rotary Charitable Fund, a 501(c)(3) organization. The event will be held Memorial Day weekend, Saturday and Sunday May 23rd and 24th at Riverside Park.

Bluegrass on the Arkansas is a free event our community enjoys every year, and it draws visitors to Salida to support local businesses. In addition to an exciting two days of bluegrass bands, both regional and local, we are providing food trucks for your convenience and enjoyment. Rotarians will again be pouring SoulCraft beer from the beer truck and supplying sustainable, reusable cups for the event. A Bouncy House will be available for kids on Sunday and nonalcoholic beverages (as well as wine and hard spritzers) will be available. Come join us in supporting Salida Rotary and enjoying Bluegrass on the Arkansas at Riverside Park: all make this a fun weekend. ***Net proceeds from the event are used to help students graduating from Salida High School in the form of vocational and scholastic scholarships.***

The event begins Saturday night at 4:00pm to 9:30pm and continues Sunday from noon to 9:30pm and is **FREE** to the public. We have lined up seven great acts, see attached line up, and will be serving barbeque, beer and more; there will be a bounce house on Sunday as well.

More information is available at our website (www.bluegrassonthearkansas.org).

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 Philanthropic Institution
- Fraternal Chartered Branch, Lodge or Chapter Political 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)

Salida Rotary Charitable Fund & Salida Rotary Club *SDIC3*

Mailing Address of Organization or Political Candidate

City

State

ZIP Code

Salida

CO

81201

Address of Place to Have Special Event

RIVERSIDE PARK, SACKETT STREET

City

State

ZIP Code

SALIDA

CO

81201

Authorized Representative of Qualifying Organization or Political Candidate

THOMAS MANSHEIM

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

SALIDA

CO

81201

Event Manager

DEVON KASPER

Date of Birth (MM/DD/YY)

[REDACTED]

Phone Number

[REDACTED]

Event Manager Home Address

[REDACTED]

City

SALIDA

State

CO

ZIP Code

81201

Email Address of Event Manager

[REDACTED]

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?

[REDACTED]

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

[REDACTED]

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.

[REDACTED]

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

Date	05/23/2026	Date	05/24/2026
From:	2pm	From:	noon
To:	10pm	To:	9:30 pm

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

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From:		From:	
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Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

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

Thomas Mansheim, Treasurer Salida Rotary Club & Salida Rotary Charitable Fund

Signature

Date (MM/DD/YY)

4-16-26

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

Liability Date

State

-750 (999) \$

Total

.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

Salida Rotary Charitable Fund
 Riverside Park
 170 E Sackett Ave Salida, CO 81201

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

FROM	Date: 5/23/26	Hour: 5:00pm to 10:00pm	TO	Date: 5/24/26	Hour: 12:00pm To 9:30pm
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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 5th day of May 2026.

ATTEST:

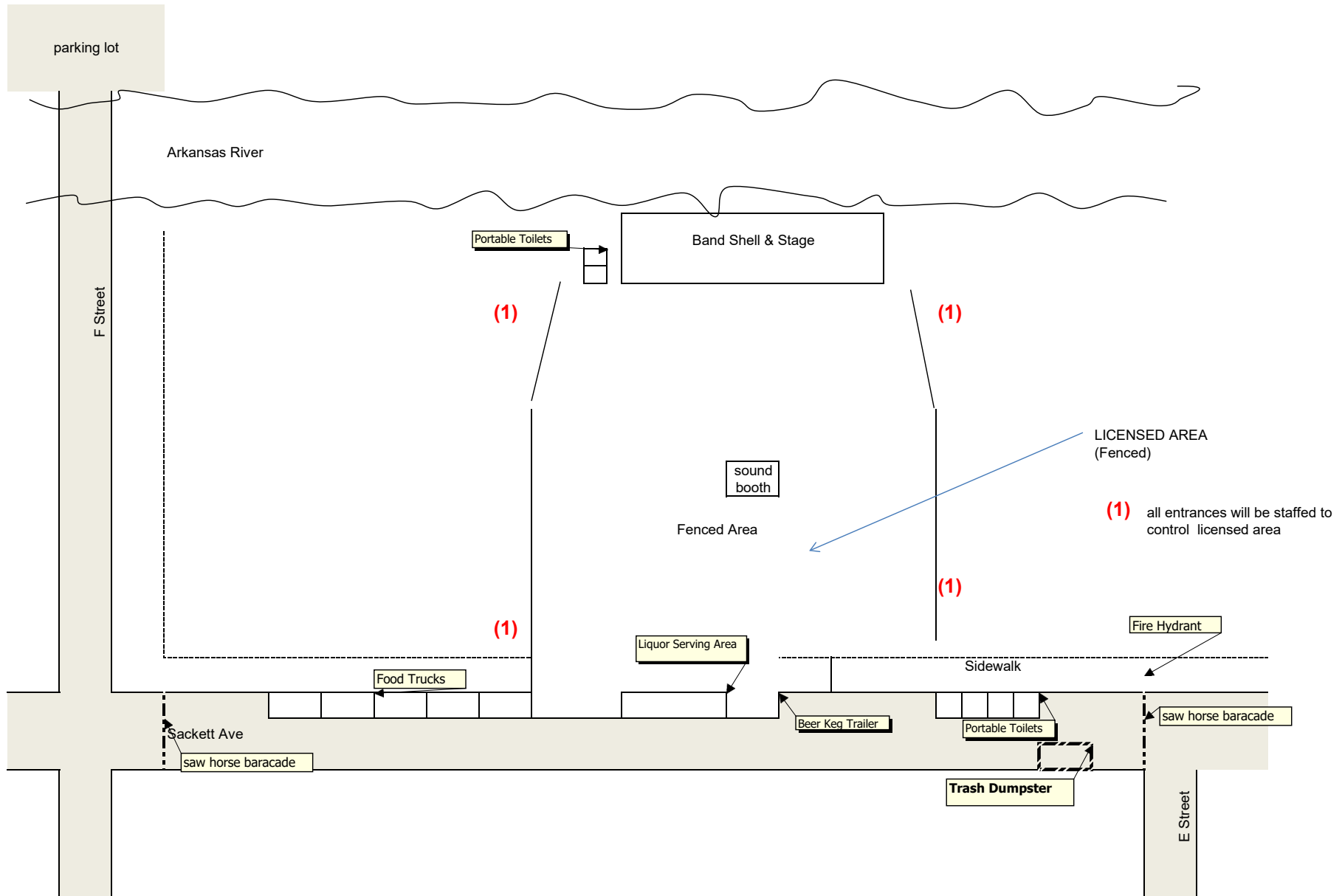
The City of Salida

 Deputy City Clerk

 City Clerk

THIS LICENSE IS TO BE POSTED IN A CONSPICUOUS PLACE

Riverside Park, Salida, CO



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,

ROTARY CLUB OF SALIDA, INC.

is a

Nonprofit Corporation

formed or registered on 05/07/1991 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 19911032735 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/22/2026 that have been posted, and by documents delivered to this office electronically through 04/23/2026 @ 17:52:51 .

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 04/23/2026 @ 17:52:51 in accordance with applicable law. This certificate is assigned Confirmation Number 18479821 .



A handwritten signature in blue ink that reads "Jena Griswold". The signature is written in a cursive style.

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."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05-23-2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc. 811 Madison Ave. Toledo, OH 43604	CONTACT NAME: Sara Humphries / Macy Gorrell
	PHONE (A/C, No, Ext): (419) 259-2710 FAX (A/C, No): (419) 255-7557
	E-MAIL ADDRESS: Rotary@hylant.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Westchester Surplus Lines Ins 10172
INSURED All Active U.S. Rotary Clubs & Districts Salida Rotary Charitable Fund ATTN: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		G73578917 004	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		G73578917 004	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER City of Salida 448 E. First Street Salida, CO 8120	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

DATE/TIME POSTED: April 23, 2026 at 7 a.m./p.m.

PROPOSED SPECIAL EVENT LIQUOR PERMIT

Salida Rotary Club, has filed an Application for a SPECIAL EVENT LIQUOR PERMIT to be held on May 23-24, 2026, from 12 a.m./p.m. to 9:30 a.m./p.m. at the following address:

Riverside Park
170 E. Sackett Ave
Salida, CO 81201

PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a WRITTEN PROTEST within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

U.S. Mail Address: City of Salida- City Clerk
448 E 1st St Ste 112
Salida, CO 81201

E-Mail Address: clerk@cityofsalida.com

HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002 1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative officer, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.



City Council Action Form

Department Community Development	Presented By Kristen Hodges - Senior Planner	Date May 5, 2026
--------------------------------------------	--------------------------------------------------------	----------------------------

Agenda Item

Estoppel Certificate required by Colorado Housing and Financing Authority for Flour Mill funding

Background

The Flour Mill development recently secured grant funding from Colorado Housing and Finance Authority (CHFA) to build a 20-unit multi-family project located on Lot 13 of the Flour Mill Major Subdivision. This makes CHFA a lender for the project, and as such, requires an amount of due diligence prior to release of funds for the project.

An estoppel certificate is a document used to confirm the status of existing agreements, essentially verifying that certain obligations, terms, and conditions are accurate and currently in effect, and that there is compliance with various recorded agreements and documentation.

In this case, CHFA is requiring confirmation from the City that the development is in compliance with applicable agreements and development documents, and that there are no outstanding issues of concern. CHFA will rely on this confirmation before releasing loan funds. In simple terms, it provides assurance that everything is in good standing and allows the transaction to move forward. The City Attorney has reviewed and approved the attached Estoppel Certificate.

Recommendation

Staff has reviewed the request and finds the certificate to be consistent with the City's existing agreements and understanding of the project. Approval is recommended.

Fiscal Impact

There is no fiscal impact.

Motion

A Councilmember should make a motion to "combine and approve the items on the consent agenda", followed by a second and a roll call vote.

ESTOPPEL CERTIFICATE

This Estoppel Certificate is made as of the ____ day of _____, 2026 by BIKER BAKER HOLDINGS LLC, a Colorado limited liability company (“**Biker Baker**”), the CITY OF SALIDA, COLORADO, a Colorado statutory city (the “**City**”) and THE FLOUR MILL APARTMENTS, LLC, a Colorado limited liability company, and its successors and assigns (the “**Owner**”) to and for the benefit of COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency (“**Lender**”) and Central Colorado Title & Escrow (the “**Title Company**”).

A. Biker Baker and the City are parties to (i) that certain Annexation Agreement dated January 2, 2024, and recorded on January 8, 2024, at Reception No. 491242 (the “**Annexation Agreement**”), in the real property records of Chaffee County, Colorado (the “**Records**”), (ii) that certain Development Improvements, Subdivision Improvements, and Inclusionary Housing Agreement (Flour Mill PD and Major Subdivision) dated October 1, 2024, and recorded in the Records on May 8, 2025 at Reception No. 500124 (the “**Inclusionary Housing Agreement**”), and (iii) that certain Incentive and Development Agreement dated October 1, 2024, and recorded in the Records on May 8, 2025 at Reception No. 500125 (the “**Development Agreement**”), and together with the Annexation Agreement and the Inclusionary Housing Agreement, collectively, the “**Development Documents**”).

B. Biker Baker was the previous owner of certain real property located in Chaffee County, Colorado, legally described on **Exhibit A** attached to this Estoppel Certificate and incorporated herein (the “**Property**”), which Property is subject to the Development Documents.

C. Biker Baker transferred the Property to Owner and Owner is the current owner of the Property.

D. The Development Documents contain specific conditions and obligations which Biker Baker and Owner must meet concerning the development and maintenance of the Property.

E. As a condition to its providing loan funding for the Property, Lender has requested confirmation from the City, Biker Baker, and Owner of the status of compliance with the Development Documents, which Lender and Title Company will rely on.

NOW THEREFORE, the undersigned hereby certifies to Lender and Title Company that, as of the date of this estoppel, the following:

1. The Development Documents remain in full force and effect and have not been assigned, supplemented, modified, or otherwise amended.
2. There are no defaults under the Development Documents, and the City has neither given nor received any written notice under the Development Documents of any default which remains uncured by Biker Baker or Owner, nor is any of the undersigned aware of any event which with the passage of time would constitute a default under the Development Documents by Biker Baker or Owner. There are no violations of the Development Documents, except as noted below (if none, so state): _____.
3. Any and all approvals required to be obtained by Owner and/or Biker Baker under the Development Documents have been obtained and the Property is in compliance with all obligations and covenants under the Agreement and there are no outstanding costs with respect to such obligations.

4. Any notice, request, demand, approval or consent given or required to be given to Owner or Biker Baker under the Development Documents shall also be given to Lender, in writing at the address stated below or at the last changed address specified in a notice received by Owner from Lender.

Lender: Colorado Housing and Finance Authority,
Program Administrator, Affordable Housing Financing Fund
1981 Blake Street
Denver, CO 80202
Attention: Legal Operations

5. The person(s) executing this Estoppel Certificate on behalf of the undersigned have the power and authority to execute this Estoppel Certificate, and no other signatures are required or necessary in connection with the execution and validity of this Estoppel Certificate.
6. This Estoppel Certificate shall have the effect of estopping the undersigned from making any assertions contrary to the contents hereof and shall serve as a waiver of any claim by the undersigned to the extent that such claim is asserted against any person permitted to rely upon, and who has acted in reliance upon, this Estoppel Certificate.
7. This Estoppel Certificate may be relied upon by Lender and Title Company, its representatives, successors and assigns, and shall be binding on the undersigned and its legal representatives, successors and assigns.

Executed as of the date first stated above.

[SIGNATURE PAGES TO FOLLOW]

BIKER BAKER:

BIKER BAKER HOLDINGS LLC,
a Colorado limited liability company

By: _____
Robert Gartzman, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Robert Gartzman as Manager of Biker Baker Holdings LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

Notary Public

**EXHIBIT A
TO
ESTOPPEL CERTIFICATE**

Legal Description of the Property

LOT 13

The Flour Mill, a Major Subdivision of Lot 3, Triple T Ranch Minor Subdivision,
per Plat recorded May 8, 2025, as Reception No. 500128
City of Salida, Chaffee County, Colorado.



Proclamation

Celebrating May 2026 as Asian American Pacific Islander Heritage Month

Whereas, Asian and Pacific Americans have played important and essential roles throughout American and Colorado history; and

Whereas, Salida is committed to being a welcoming and inclusive place where all residents and visitors are safe to live, work, and play; and

Whereas Asian and Pacific Americans have endured and overcome hardship and heartache, contributing in great and significant ways to all aspects of society by creating works of literature and art, thriving as American athletes, prospering in the worlds of academia and entertainment, and contributing to American civil rights movements; and

Whereas, Asian and Pacific Americans have played a vital role in our Nation's economic and technological growth by establishing successful enterprises and pushing the limits of science and healthcare, and along with all of our great service men and women, have defended the United States from threats at home and abroad, serving our Nation with valor; and

Whereas, during Asian and Pacific American Heritage Month, we remember the challenges and celebrate the achievements that define our history; and

Now, therefore, the City of Salida does hereby proclaim and declare the month of May as Asian American Pacific Islander Heritage Month in Salida, Colorado and further encourages all Salidans to observe this month with appropriate programs, ceremonies and activities.

Mayor Justin Critelli

Date: May 5, 2026



City Council Action Form

Department Finance	Presented By Aimee Tihonovich - Finance Director	Date May 5, 2026
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Agenda Item

Flour Mill Fee Transfer Request

Background

Resolution 2026-03 Established an Affordable Housing Fee Transfer Policy. This policy requires a financial analysis of available funds in the Affordable Housing Fund for requests from developers/developments containing at least 50% permanently restricted affordable housing units to reduce or eliminate fees associated with open space or other associated fees. The policy does not replace the adopted fee schedule associated with system development fees. Those fees are charged at 40% for affordable housing units.

The developer for the Flour Mill Project is requesting an incentive on 20 deed restricted units in the form of a reduction in water and wastewater tap fees. The fees total \$142,810, the request is to reduce these fees by \$71,671 leaving an amount payable by the developer of \$71,139. Such amount will be paid over 2 years. . The City's current fee schedules for water and wastewater already include reduced rates for qualifying affordable housing projects. The fees are significantly higher in the new structure than the flour mill would have paid in the old fee structure.

The Flour Mill project has also received strong support from Council in the forms of public infrastructure reimbursable expenses up to \$200,000 and Open Space Incentives of \$172,500. Both of these incentives are also being paid from the Affordable Housing Fund.

The Housing Fund is the designated source for reimbursing waived fees. Based on updated projections for the current fiscal year, the Housing Fund is expected to have an ending fund balance of approximately \$61,581. (See the table below for details) This balance is below the amount needed to fully offset the requested fee reduction and does not account for other potential or pending uses of the fund.

Housing Fund Budget			
	Adopted 2026 Budget	Updated Projections	Explanation of Difference
Revenue			
Short Term Rental Tax	\$ 560,000	\$ 560,000	
Business licenses	168,000	168,000	
Federal Grants (SCIG, 20% match)	1,700,000	1,700,000	
State Grants (MHN,OEDIT/Fast Track)	1,820,000	1,672,660	Some grant reimbursements received in 2025 for 2025 work done
Intergovernmental Revenue	1,500,000	1,500,000	
Interest Revenue	23,000	23,000	
inclusionary housing fee in lieu	100,000	100,000	
Land Proceeds (South Ark)	1,000,000	-	Land sales will likely not occur in 2026
	6,871,000	5,723,660	
Expense			
1st & D Street (Utilitiesw to keep lines ac	3,500	3,500	
Senior Living LIHTC Project	500	50,500	Grant funded pass through dollars.
Flour Mill incentives previously agreed to	200,000	372,500	2026 budget did not include the open space fee waiver previously agreed to.
Multijurisdictional Housing IGA City Shar	80,000	35,000	Budget anticipated increase which did not happen
Bank & Credit Card Fees	3,000	3,000	
South Ark Infrastructure	9,075,000	8,238,341	Project started in 2025, full budget placed in 2026
	9,362,000	8,702,841	
Current year revenues over (under) expens	(2,491,000)	(2,979,181)	
Beginning Fund Blance	2,546,649	3,040,762	Estimated beginning fund balance for budget was too low
Projected Ending Fund Balance	\$ 55,649	\$ 61,581	

The Housing Fund generates approximately \$700,000 to \$800,000 annually in revenue which is sometimes supplemented with grants (as in 2026). City Council has previously discussed the desire to reserve a portion of these revenues each year to ensure availability for future housing-related incentives and priorities.

Additionally, since the time of the original development agreement—which included approximately \$372,000 in total incentives—open space fees have increased from \$5,000 per unit to \$10,000 per unit. The original agreement contemplated a 50% reduction in these fees, or \$172,500. Absent Council action to grandfather the project under the prior fee schedule, the developer could be subject to an additional estimated \$345,000 in open space fees for the full project

Open space fees are deposited into the General Fund and, unlike water and wastewater enterprise funds, are not subject to the same requirement to be reimbursed or kept whole when fees are reduced or waived. While these revenues support important open space needs, the circumstances of this previously approved agreement may warrant consideration of maintaining the original fee structure, rather than imposing a significant additional cost on the project.

Recommendation

Staff recommend that City Council review the request and provide direction regarding the requested fee transfer.

Fiscal Impact

The requested water and wastewater tap fee reduction totals \$71,671. If approved, City policy contemplates that this amount would be reimbursed to the Water and Wastewater Funds from the Housing Fund.

Current projections indicate that the Housing Fund will have an estimated year-end fund balance of \$61,581, which is insufficient to fully cover the requested amount within the current fiscal year. Approval of the request would reduce the Housing Fund's available balance and may limit the City's ability to fund other current or near-term housing-related projects and priorities.

However, timing of expenditures within the existing incentive package should also be considered. A portion of previously approved incentives is not expected to be paid until a future year, which may allow future Housing Fund revenues to replenish capacity and support reimbursement of the waived fees.

Motion

Options:

- If Council desires to approve a fee transfer, then a City Councilmember should state "I move to approve a fee transfer in the amount of \$71,671 from the Affordable Housing Fund to the Water and Wastewater Fund."
- If Council desires a fee transfer as well as to grandfather this project under the old open space fee schedule, then a Councilmember should state: "I move to approve a transfer in the amount of \$71,671 from the Affordable Housing Fund to the Water and Wastewater Fund. fee waiver for water and wastewater system development (tap) fees in the amount of \$71,671, and to apply the open space fees for this project based on the prior fee schedule.""
- If council does not desire to approve a fee transfer, no motion is made.



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Nina P. Williams - City Attorney	May 5, 2026

ITEM

Resolution 2026-15 – Approval of an Amended and Restated Incentive and Development Agreement with Biker Baker Holdings LLC, Related to the Flour Mill Development

BACKGROUND

The community and Council has identified the necessity of housing attainable to its workforce as a crucial and emergent issue over the last many years.

The Flour Mill Planned Development and Major Subdivision was originally approved by City Council with the adoption of Ordinance 2023-20 on January 2, 2024. The Flour Mill development is a 13 lot, 70-unit residential project on 2 acres located at 6907 C.R. 105.

On October 1, 2024, through Resolution 2024-60, City Council approved an Incentive and Development Agreement with Biker Baker Holdings LLC. This agreement included additionally-proposed provisions of affordability in exchange for financial incentives by the City, and is distinct from the Subdivision Improvement and Inclusionary Housing Agreement between the City and the developer (which is a required step in the land use approval processes pursuant to Chapter 16 of the Salida Municipal Code (SMC)).

The Incentive and Development Agreement assists with the construction of at least 35 permanently restricted affordable housing units at the Flour Mill development, out of the total 70 proposed residential units at the property. This agreement helps facilitate the successful completion of such a project in the community, which will assist the City's workforce, economy and posterity. The agreement reduces certain fees, and allows for reimbursement of costs towards public infrastructure, in exchange for Biker Baker Holdings' commitment to develop the property in a timely manner. The agreement, which is recorded onto the property and obligates future owners, is also subject to significant clawbacks, guaranteed paybacks and remedies, should such development of these 35 minimum permanently restricted affordable housing units not occur and should the terms of the agreement not be complied with.

Since the original approval of the Incentive and Development Agreement, the Flour Mill development has secured significant Prop 123 Affordable Housing funding through the Colorado Housing and Financing Authority (CHFA). CHFA has advised that certain amendments to the Incentive and Development Agreement are required in order for the Flour Mill development to receive such



CITY COUNCIL ACTION FORM

DEPARTMENT Planning	PRESENTED BY Nina P. Williams - City Attorney	DATE May 5, 2026
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funding. Such amendments only relate to Lot 13, where the permanently affordable 20 unit apartment building will be constructed and developed.

If approved, this Amended and Restated Incentive and Development Agreement, attached to the Resolution as Exhibit A, shall supersede and replace in its entirety that original Incentive and Development Agreement between the parties, dated October 1, 2024, approved by City of Salida Resolution No. 60 (Series of 2024), and recorded with the Chaffee County Clerk and Recorder (Reception No. 500125).

FINANCIAL IMPACT

The maximum cost of the incentives identified in the agreement is \$375,500. This is in exchange for and contingent upon the complete construction of at least 35 permanently restricted affordable housing units by December 31, 2029, as well as many other requirements and specifications. There are significant clawbacks and remedies to ensure that this money is returned to the City should the construction of the 35 minimum permanently restricted affordable housing not be completed.

SUGGESTED MOTION

A Council person may make the motion to “Approve Resolution 2026-15 to approve the Amended and Restated Incentive and Development Agreement with Biker Baker Holdings LLC, related to the Flour Mill development.”

- Attachments: Resolution 2026-15
 Exhibit A – Amended and Restated Incentive and Development Agreement
 Resolution 2024-60, including original Incentive and Development Agreement

City of Salida, Colorado
Resolution No. 15
(Series of 2026)

A Resolution of the City Council of the City of Salida, Colorado, Approving an Amended and Restated Incentive and Development Agreement with Biker Baker Holdings LLC, Related to the Flour Mill Development

WHEREAS, Biker Baker Holdings, LLC (“Biker Baker Holdings”), a Salida and Colorado limited liability company, has been working diligently to construct roughly 70 housing units, with at least 35 as permanently restricted affordable housing units, within the City of Salida (“City”), also known as the “Flour Mill Development”;

WHEREAS, the community and the Salida City Council (“Council”) has identified the necessity of housing attainable to its workforce as a crucial and emergent issue over the last many years;

WHEREAS, on October 1, 2024, through Resolution 2024-60, in order to assist with the development of the Flour Mill property with a significant portion being permanently restricted affordable housing units and in order to facilitate the successful completion of such project which assists the City’s workforce, economy and posterity, the City and Council provided Biker Baker Holdings with development incentives itemized in an Incentive and Development Agreement, recorded with the Chaffee County Clerk and Records office (Reception No. 500125), in exchange for Biker Baker Holdings’ commitment to develop the property in a timely manner, and subject to significant clawbacks, paybacks and remedies should such development not occur;

WHEREAS, the Flour Mill development has since secured significant Prop 123 Affordable Housing funding through the Colorado Housing and Financing Authority (CHFA), and CHFA has advised that certain amendments to the Incentive and Development Agreement are required in order for the Flour Mill development to receive such funding, solely as it relates to Lot 13, where the permanently affordable 20 unit apartment building will be constructed and developed;

WHEREAS, City Staff and the City Attorney have negotiated, edited and finalized the subject Amended and Restated Incentive and Development Agreement between the City and Biker Baker Holdings;

WHEREAS, the City Council desires to enter into the attached Amended and Restated Incentive and Development Agreement with Biker Baker Holdings, attached hereto as **Exhibit A**, in order to continue to incentivize the development of the property and the project, to protect, preserve and grow the community’s workforce and local economy, and to stimulate small business growth and the resulting tax revenue to the City; and

WHEREAS, this Amended and Restated Incentive and Development Agreement, attached hereto as **Exhibit A** shall supersede and replace in its entirety that original Incentive and Development Agreement between the parties, dated October 1, 2024, approved by City of Salida Resolution No. 60 (Series of 2024), and recorded with the Chaffee County Clerk and Recorder (Reception No. 500125).

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby authorizes the Mayor to sign the Amended and Restated Incentive and Development Agreement, attached hereto as **Exhibit A**, and to execute all necessary documents and amendments that are associated with such approval, subject to final approval by the City Attorney.

Resolved, Approved and Adopted, this 5th day of May, 2026.

City of Salida, Colorado

[SEAL]

By _____
Justin Critelli, Mayor

[ATTEST]

City Clerk/Deputy City Clerk

**CITY OF SALIDA, COLORADO
INCENTIVE AND DEVELOPMENT AGREEMENT
(Amended and Restated)**

THIS **Amended and Restated INCENTIVE AND DEVELOPMENT AGREEMENT** ("**Agreement**") is made and entered into this ___ day of _____, 2026 ("Effective Date"), by and between the **CITY OF SALIDA**, a statutory municipal corporation and political subdivision of the State of Colorado, whose address is 448 E. First Street, Suite 112, Salida, Colorado 81201, hereinafter referred to as "**City**," and **BIKER BAKER HOLDINGS LLC**, a Colorado limited liability company, or its successors and assigns and any subsequent owners of the Property, whose business address is 815 G Street, Salida, CO 81201, hereinafter referred to as the "**Owner**"; and

WHEREAS, **Owner** is the owner of that certain real property located within the City of Salida and described on **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, **Owner** intends to construct 70 housing units, with at least 35 as permanently restricted affordable housing units (the "Project"), at the Property within the City of Salida; and

WHEREAS, in order to assist with the development of the Property with such a significant portion being permanently restricted affordable housing units and to facilitate the successful completion of the Project assisting the City's workforce, economy and posterity, the **Owner** has requested public financial support for the Project; and

WHEREAS, the City wishes to provide financial support to **Owner**, in the form of an incentive grant to **Owner** to offset the cost of open space fees and to reimburse a portion of public infrastructure costs, in consideration for **Owner's** commitment to develop the Property and the Project in a timely manner under the terms and conditions contained in this Agreement; and

WHEREAS, "**Owner**" shall be defined in this Agreement to include **BIKER BAKER HOLDINGS LLC**, as well as its successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Agreement; and

WHEREAS, this Amended and Restated Incentive and Development Agreement shall supersede and replace in its entirety that original Incentive and Development Agreement between the parties, dated October 1, 2024, approved by City of Salida Resolution No. 60 (Series of 2024), and recorded with the Chaffee County Clerk and Recorder (Reception No. 500125).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the sufficiency of which is acknowledged and confessed, the Parties agree, promise and covenant as follows:

1. **RECITALS.** The Recitals above are hereby incorporated as if fully set forth in this paragraph.

2. DEVELOPMENT AND INFRASTRUCTURE INCENTIVES.

a. Subject to, and in consideration of, all the terms and conditions contained within this agreement, the City agrees to the following incentive grant for **Owner** as it relates to the Project:

- i. A 50% reduction in open space fees, calculated as of October 1, 2024, the effective date of the original Incentive and Development Agreement, for an incentive totaling \$175,000 (\$2,500 x 70 units); and
- ii. Eligibility for up to \$200,000 in reimbursements for public infrastructure costs, pursuant to the process set forth in Section 2.b. below.

b. **Submission of Invoices.** The City shall reimburse funds expended for public infrastructure costs to the Owner incrementally, pursuant to the following: Invoice(s) shall be submitted to the City, in a form suitable to the City Administrator for infrastructure work completed for the Project at the Property. Within thirty (30) days of receipt of such invoice(s), the City shall disburse partial reimbursement to the Owner, in an amount equal to the submitted invoice(s). This process shall continue until the total amount reimbursed by the City to the Owner equals two hundred thousand dollars (\$200,000.00).

c. These incentives, fee reductions, and reimbursements will apply and remain in effect until **December 31, 2029**, after which time the City's applicable fees at the time will apply.

3. DEVELOPMENT AND MAINTENANCE OF THE PROJECT.

a. Phases. The Project shall consist of 3 phases. The first phase will include installation of infrastructure for the entire Project and a permanently deed-restricted 20 unit apartment building, followed by single family homes and duplex homes, 1 of which will be permanently deed-restricted at 140% AMI or less; the second phase will include 20 multi-family units, at least 7 of which will be permanently deed restricted; and the third phase will include 20 multi-family units, at least 7 of which shall be permanently deed restricted. Nothing herein shall preclude the **Owner** from constructing the Project sooner than the Project Deadline defined below. **Owner** shall complete the construction of the entire Project, and all seventy (70) residential units, subject to delays caused by Force Majeure, by the Project Deadline.

b. Operation and Maintenance of the Project. The **Owner**, or its assigns, shall be and remain responsible for all operation and maintenance of the Project.

4. ZONING AND RELATED APPROVALS

a. Project Plan Approval; Zoning; Suitability. The City shall use or has used reasonable efforts consistent with applicable law to support and approve the Project as contemplated by this Agreement and execute and timely deliver all necessary documents or instruments contemplated by or related to this Agreement so as not to unreasonably delay the completion of the Development. **Owner** acknowledges that it shall make its own independent investigation as to the suitability of any Properties within the City for purposes of developing the Project, and further acknowledges

that they have not relied upon any representations or warranties by the City with regard to such suitability except as expressly set forth herein.

5. DEFAULT AND REMEDIES

- a. Owner Default. If the **Owner** is in material default under this Agreement and **Owner** does not cure that default within thirty (30) days following written notice from the City, the City shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; (3) withholding action on any pending applications or approvals of plans, building permits or certificates of occupancy, to the extent such applications and approvals relate to **Owner's** alleged default; and (4) any other remedies permitted under the Code, or otherwise set forth in this Agreement or available at law or in equity. The City shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided **Owner** commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.

- b. City Default. If the City is in material default under this Agreement and the City does not cure that default within thirty (30) days following written notice from **Owner**, **Owner** shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; and (3) any other remedies permitted under the Code, or otherwise available at law or in equity. **Owner** shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the City commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.

- c. Remedies. In addition to any other remedy allowed by law, in the event of default by **Owner** with respect to any provision of this Agreement, including failure to construct the Project by the deadlines set forth in this Agreement, the City may refuse to further process any site development or building permit application for property owned, in whole or in part, by **Owner**, until such time as such defaults are cured or another resolution is reached, as acceptable to the City. Except as otherwise specifically provided herein, neither party shall be entitled to claim or receive any form of damages from the other, whether remedial, compensatory, punitive, or consequential, including economic damages and lost profits.

- d. Additional Default and Remedy. Notwithstanding the foregoing, in the event that **Owner** fails to *Complete Construction* (defined below) of the Project by **December 31, 2029**, (the "Project Deadline") then **Owner** shall either, at the **Owner's** discretion: (1) convey the Property, excluding Lot 13, to the City in the amount **Owner** paid to purchase the property, less three hundred seventy five thousand dollars (\$375,000); or (2) pay the City three hundred seventy five thousand dollars (\$375,000), which shall reflect compensation to the City for all development incentives and incentive grants provided to the **Owner** by the City. "*Complete Construction*" is defined as the process wherein all 70 residential units are fully constructed and subsequently awarded a Certificate of Occupancy, and at least 35 of

those residential units are permanently restricted, with legal documentation approved by the City Attorney, as affordable housing to families earning up to the specifically applicable Area Median Income of Chaffee County, Colorado.

6. MISCELLANEOUS TERMS

- a. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, or by email with read receipt requested, addressed as follows:

City:

City of Salida, City Administrator
448 E. First Street, Suite 112
Salida, CO 81201
christy.doon@cityofsalida.com

Owner:

Biker Baker Holdings LLC
815 G Street
Salida, CO 81201
rob@sweetiesinsalida.com

With a copy to:

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

With a copy to:

Nathan T. Lawrence, Esq.
Principle Law
PO Box 12224
Salida, CO 81201
nathan@principle.law

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- b. Applicable Law. Except to the extent specifically set forth herein, this Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Code and other applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Chaffee County District Court.
- c. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- d. Complete Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and with the exception of the other agreements referenced herein, this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. There shall be no modification of this Agreement except in writing, executed with the same formalities

as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

- e. Recording; Benefit. This Development Agreement shall be recorded with the Clerk and Recorder for Chaffee County, Colorado; shall run with the land; and shall obligate, be binding upon and shall inure to the benefit of the parties hereto and upon and to their respective successors, grantees and assigns. **Owner** shall be released from further obligation hereunder in the event of sale of the Property or portions thereof with respect to that portion of the Property conveyed; provided however, that any successor, grantee or assignee of the **Owner**, or any subsequent **Owner** of the Property shall be bound hereby, and this document shall have been recorded and, except as otherwise provided herein, serve as a non-dischargeable covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the City. Any reference herein to **Owner** shall be deemed to include any purchaser, successor-in-interest or assign of **Owner** as to all or any part of the Property. **Owner** shall notify the City in writing within fifteen (15) business days after any permitted sale, transfer, or assignment of the Property, giving name and address of transferee, assignee or buyer. This Agreement does not confer any right or benefit to any third party, except as expressly set forth herein. Notwithstanding the foregoing, should the Colorado Housing and Financing Authority (CHFA) acquire Lot 13 of the Property through foreclosure, CHFA shall not be required to perform or undertake the obligations of **Owner** under this Agreement.
- f. Force Majeure. If either party is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction, unavoidable casualties or any other causes reasonably beyond the delayed party's control (each a "**Force Majeure Event**"), then the delayed party's time shall be extended for such duration as reasonably requested by the delayed party upon the delayed party's submission of its request for an extension of time with an explanation of the Force Majeure Event and upon agreement by the non-delaying party that a Force Majeure Event exists, which agreement shall not be unreasonably withheld. Notwithstanding the foregoing, neither party may rely on the other party's actions as a basis for reasonable delay.
- g. Effective Date. The terms of this Development Agreement shall become binding on all Parties hereto on the date first set forth above.
- h. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- j. Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

City of Salida, a statutory municipal corporation and political subdivision of the State of Colorado

By: _____
Justin Critelli, Mayor

ATTEST:

By: _____
Kristi Keller, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

ACKNOWLEDGED before me this ___ day of May, 2026, by Justin Critelli, Mayor of the City of Salida, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[S E A L]

Biker Baker Holdings LLC,
a Colorado limited liability company

By: _____
Robert Gartzman, Manager

STATE OF COLORADO)

COUNTY OF CHAFFEE) ss.
)

ACKNOWLEDGED before me this _____ day of May, 2026, by Robert Gartzman, as
Manager of **Biker Baker Holdings LLC**, a Colorado limited liability company.

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

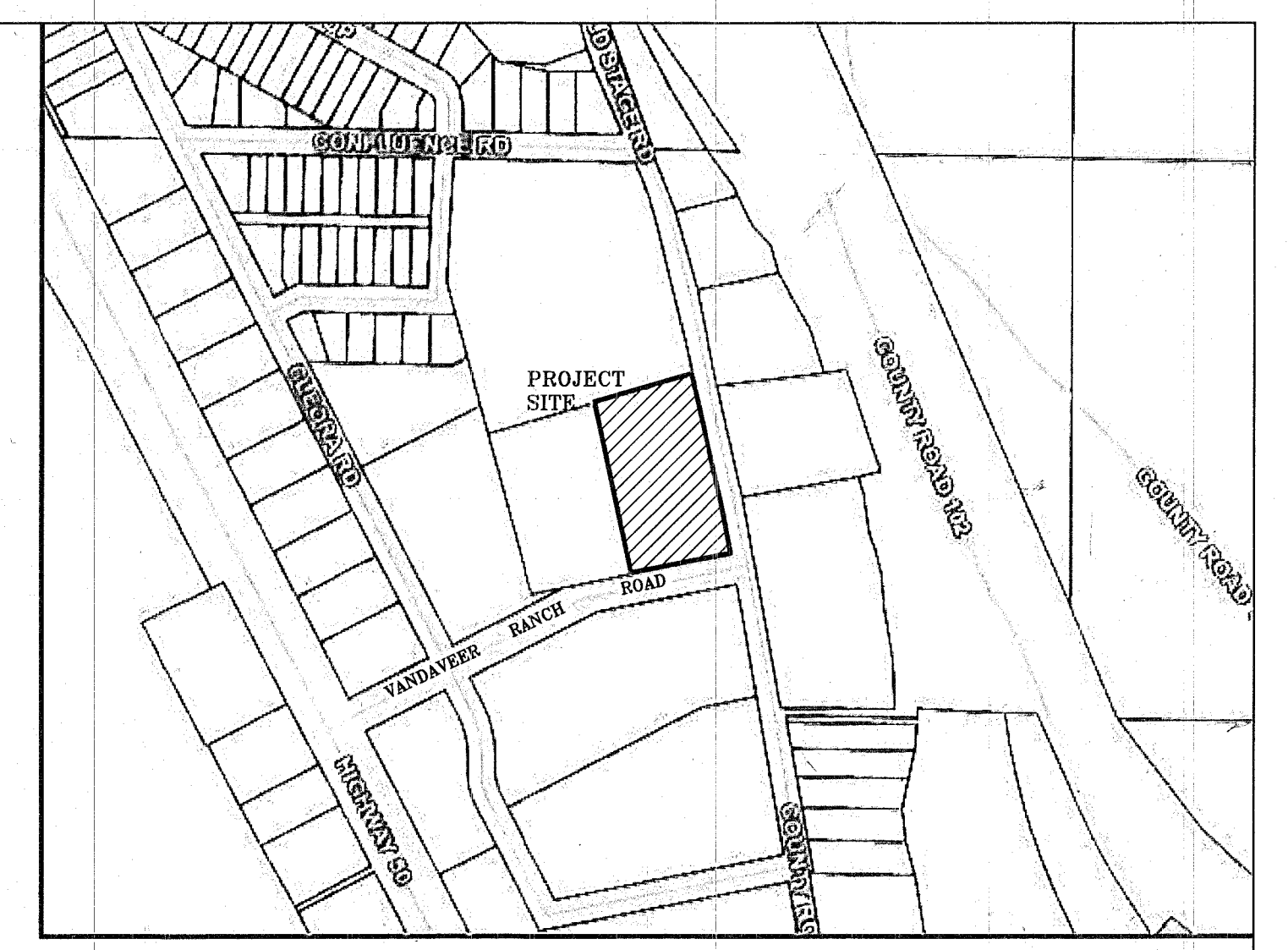
Notary Public

[S E A L]

Exhibit A
Description of Property

THE FLOUR MILL

A MAJOR SUBDIVISION OF LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
CITY OF SALIDA
CHAFFEE COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- 1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE NORTHERN RIGHT-OF-WAY OF VANDAVEER RANCH ROAD BETWEEN A 1 1/2" ALUMINUM CAP STAMPED "LS 37937" AND A 1 1/2" ALUMINUM CAP STAMPED "LS 16117" HAVING A BEARING OF NORTH 78°47'57" EAST.
- 2) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH WESTCOR LAND TITLE INSURANCE COMPANY (CENTRAL COLORADO TITLE AND ESCROW), COMMITMENT NO. 22-20579, DATED AUGUST 15, 2022.
- 3) ZONE: P.D.
- 4) AS REQUIRED UNDER SECTION 16.6.140 OF THE SALIDA MUNICIPAL CODE, A PAYMENT IN LIEU OF LAND DEDICATION FOR FAIR CONTRIBUTIONS FOR PUBLIC SCHOOL SITES SHALL BE PAID PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE CONSTRUCTED.
- 5) AS REQUIRED UNDER SECTION 16.6.120(8), PARKS, TRAILS AND OPEN SPACE OF THE SALIDA MUNICIPAL CODE A FEE IN LIEU, IN AN AMOUNT THEN IN EFFECT, SHALL BE PROVIDED FOR OPEN SPACE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY NEW RESIDENCE CONSTRUCTED.
- 6) THE APPLICANT SHALL PROVIDE FIFTY (50) PERCENT OF THE UNITS WITHIN THE DEVELOPMENT AS PERMANENTLY DEED-RESTRICTED. BECAUSE THE APPLICANT IS EXCEEDING THE REQUIRED NUMBER OF INCLUSIONARY HOUSING UNITS AND TARGETING LEVELS BELOW THE RANGE SPECIFIED IN THE CODE, LAND USE CODE SECTION 16-13-60(2) CREATING PARITY ACROSS THE LEVELS OF AFFORDABILITY IS WAIVED.
- 7) PHASE 1 (SINGLE FAMILY AND DUPLEX HOMES) - A CERTIFICATE OF OCCUPANCY MUST BE ISSUED FOR ONE (1) SINGLE-FAMILY 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.
- 8) PHASE 2 (BOTH CONDOMINIUM BUILDINGS) - SEVEN (7) OUT OF THE 20 CONDOMINIUM UNITS IN EACH BUILDING MUST BE PERMANENTLY DEED RESTRICTED MEETING THE PARAMETERS OF THE FOR-SALE INCLUSIONARY HOUSING POLICY, PRIOR TO CERTIFICATE OF OCCUPANCY OF EACH CONDOMINIUM BUILDING IN PHASE 2. 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.

THERE WILL BE SIXTEEN (16) STUDIOS AND 4 TWO-BEDROOMS IN EACH OF THE BUILDINGS. IN EACH OF THE CONDOMINIUM BUILDINGS THERE WILL BE AT LEAST ONE (1) DEED RESTRICTED TWO-BEDROOM UNIT AND SIX (6) DEED RESTRICTED STUDIO UNITS.

- 9) PHASE 3 (APARTMENT BUILDING) - ALL 20 RENTAL UNITS IN THE APARTMENT BUILDING WILL BE PERMANENTLY DEED RESTRICTED MEETING THE INCLUSIONARY HOUSING PARAMETERS FOR RENTAL UNITS, PRIOR TO OCCUPANCY OF THE APARTMENT BUILDING IN PHASE 3. AT LEAST FIFTY (50) PERCENT OF ALL PROVIDED UNITS SHALL BE PRICED AFFORDABLE TO HOUSEHOLDS EARNING UP TO EIGHTY (80) PERCENT OF THE AMI FOR CHAFFEE COUNTY.

THE APARTMENT BUILDING WILL HAVE 16 STUDIOS RENTED AT 80% AMI AND 4 TWO-BEDROOM UNITS RENTED AT 100% AMI

- 10) NO SHORT TERM RENTALS ALLOWED WITHIN THE FLOUR MILL MAJOR SUBDIVISION
- 11) THE SUBDIVISION HAS COMPLIED WITH CHAPTER 16 OF THE SALIDA MUNICIPAL CODE AND IS SUBJECT TO THE TERMS OF THE EXECUTED SUBDIVISION IMPROVEMENT AND INCLUSIONARY HOUSING AGREEMENT, AS RECORDED AT RECEPTION NO. 500124
- 12) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS, LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.

CERTIFICATION OF TITLE

I, Colleen Hernandez, A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN BIKER BAKER HOLDINGS, LLC, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

Effective 4-30-25 at 7:00 am
Deed of Trust # 403308
Assignment of Rents # 403309

DATED THIS 2nd DAY OF May, 2025

Colleen Hunt
TITLE AGENT

ACKNOWLEDGMENT OF LIEN HOLDER

HIGH COUNTRY BANK, AS LIEN HOLDER, HEREBY ACKNOWLEDGES AND APPROVES THE TERMS, CONDITIONS AND DEDICATION AS DISCLOSED UPON THIS PLAT.

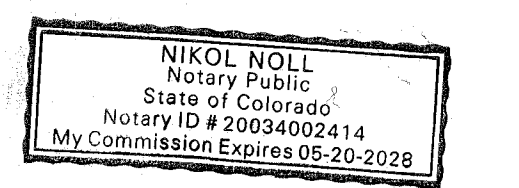
Ann Beatta 5/6/2025
REPRESENTATIVE DATE

COUNTY OF CHAFFEE)
) SS.
STATE OF COLORADO)

THE FORGOING ACKNOWLEDGMENT OF LIEN HOLDER WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF May, 2025 BY Ann Beatta. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES 5-20-28

Nikol Noll
NOTARY PUBLIC



CITY COUNCIL APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS 6th DAY OF May, 2025
CITY OF SALIDA

BY: Dan Ke
MAYOR

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS THAT BIKER BAKER HOLDINGS, LLC, THE FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 3
TRIPLE T RANCH MINOR SUBDIVISION
PER PLAT RECORDED NOVEMBER 30, 2015 AS RECEPTION NO. 423912
CHAFFEE COUNTY, COLORADO

HAS LAID-OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF:

THE FLOUR MILL

THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICE WITHIN SAID SUBDIVISION OR PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN ON SAID PLAT. THE UNDERSIGNED FURTHER DEDICATES TO THE OCCUPANTS OF "THE FLOUR MILL" THE DRAINAGE EASEMENT DEPICTED HEREON AND ALSO DEDICATES TO THE OCCUPANTS AND TO EMERGENCY SERVICES THE ACCESS EASEMENT ON LOT 14.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 6th DAY OF May, 2025

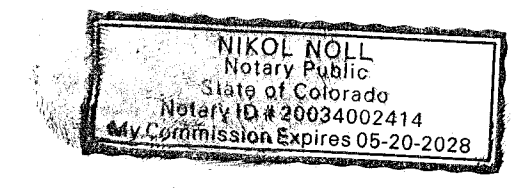
BY: [Signature] (BIKER BAKER HOLDINGS, LLC REPRESENTATIVE)

COUNTY OF CHAFFEE)
) SS.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 6th DAY OF May, 2025 BY Robert Gutzman (BIKER BAKER HOLDINGS, LLC REPRESENTATIVE). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES 5-20-28

Nikol Noll
NOTARY PUBLIC



CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT 9:30 A.M. ON THIS 8 DAY OF May, 2025 UNDER RECEPTION NUMBER 500128.

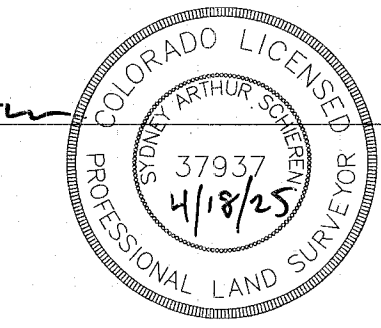
Kelli Graver, Deputy
CHAFFEE COUNTY CLERK AND RECORDER

SAL
664 A

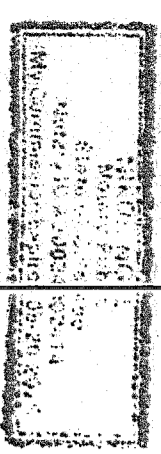
LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sydney A. Schieren
SYDNEY A. SCHIEREN
COLORADO P.L.S. 37937



<p>THE FLOUR MILL A MAJOR SUBDIVISION OF LOT 3 TRIPLE T RANCH MINOR SUBDIVISION CITY OF SALIDA CHAFFEE COUNTY, COLORADO.</p>	
<p>JOB # 22097 DATE: APRIL 18, 2025 SHEET 1 OF 2</p>	<p>LANDMARK SURVEYING & MAPPING P.O. BOX 668 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4081</p>

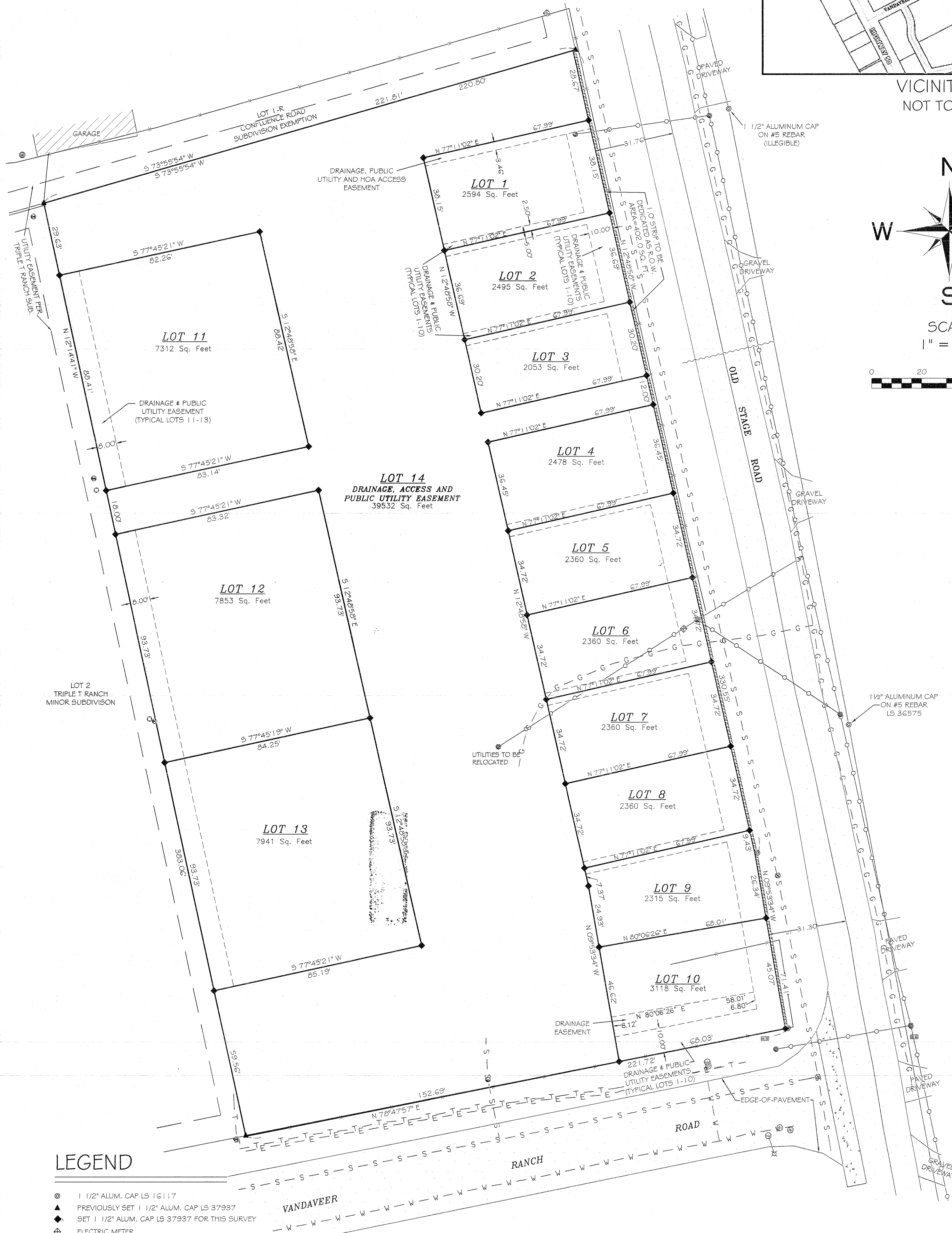
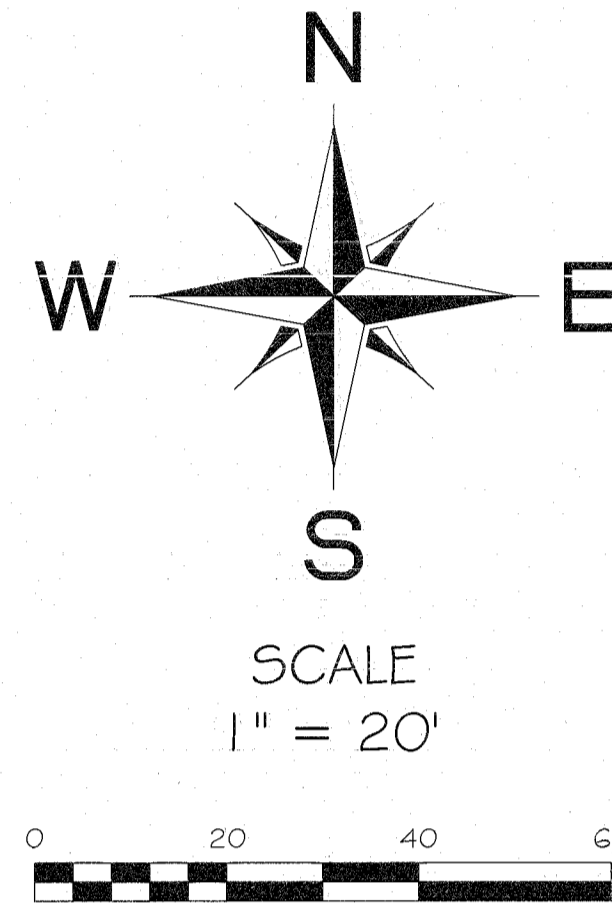


THE FLOUR MILL

A MAJOR SUBDIVISION OF LOT 3
 TRIPLE T RANCH MINOR SUBDIVISION
 CITY OF SALIDA
 CHAFFEE COUNTY, COLORADO



VICINITY MAP
 NOT TO SCALE



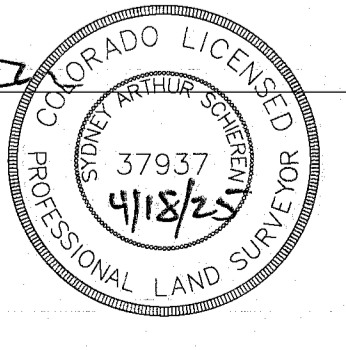
LEGEND

- 1 1/2" ALUM. CAP LS 16117
- ▲ PREVIOUSLY SET 1 1/2" ALUM. CAP LS 37937
- ◆ SET 1 1/2" ALUM. CAP LS 37937 FOR THIS SURVEY
- ⊕ ELECTRIC METER
- ⊙ ELECTRIC TRANSFORMER
- ⊙ POWER POLE
- ⊙ SEWER CLEAN OUT
- ⊙ SEWER MAN HOLE
- ⊙ TELEPHONE PEDESTAL
- ⊙ WATER VALVE
- ⊙ UTILITY VAULT
- ⊙ FIRE HYDRANT
- — — — — FENCE
- — — — — OVERHEAD UTILITY
- S — S — UNDERGROUND SEWER
- G — — — UNDERGROUND GAS LINE
- E — E — — UNDERGROUND ELECTRIC
- T — T — — UNDERGROUND TELEPHONE
- W — W — — UNDERGROUND WATER LINE

LAND SURVEYOR'S CERTIFICATE

I, SYDNEY A. SCHIEREN, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE PLAT REPRESENTS THE RESULTS OF SAID SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sydney A. Schieren
 SYDNEY R. SCHIEREN
 COLORADO P.L.S. 37937



SAL
664 B
R# 500128
JOB # 22097
DATE: APRIL 18, 2025
SHEET 2 OF 2

THE FLOUR MILL

A MAJOR SUBDIVISION OF LOT 3
 TRIPLE T RANCH MINOR SUBDIVISION
 CITY OF SALIDA
 CHAFFEE COUNTY, COLORADO



LANDMARK SURVEYING & MAPPING
 P.O. BOX 665 SALIDA, CO 81201
 PH 719.539.4021 FAX 719.539.4031

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT CONTAINED HEREON.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 60
(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
RESOLUTION APPROVING AN INCENTIVE AND DEVELOPMENT AGREEMENT
WITH BIKER BAKER HOLDINGS LLC, RELATED TO THE FLOUR MILL
DEVELOPMENT**

WHEREAS, Biker Baker Holdings, LLC (“Biker Baker Holdings”), a Salida and Colorado limited liability company, intend to construct roughly 69 housing units, with a total of 61 as permanently restricted affordable housing units, within the City of Salida (“City”), also known as the “Flour Mill Development”;

WHEREAS, the community and the Salida City Council (“Council”) has identified the necessity of housing attainable to its workforce as a crucial and emergent issue over the last many years;

WHEREAS, in order to assist with the development of the Flour Mill property with such a significant portion being permanently restricted affordable housing units and in order to facilitate the successful completion of such project which assists the City’s workforce, economy and posterity, the City wishes to provide Biker Baker Holdings the development incentives itemized in the attached Agreement, in exchange for Biker Baker Holdings’ commitment to develop the property in a timely manner, and subject to significant clawbacks, paybacks and remedies should such development not occur;

WHEREAS, City Staff and the City Attorney have drafted, negotiated and finalized the subject Incentive and Development Agreement between the City and Biker Baker Holdings;

WHEREAS, the City Council desires to enter into the attached Incentive and Development Agreement with Biker Baker Holdings, attached hereto as Exhibit A, in order to incentivize the development of the property and the project, to protect, preserve and grow the community’s workforce and local economy, and to stimulate small business growth and the resulting tax revenue to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

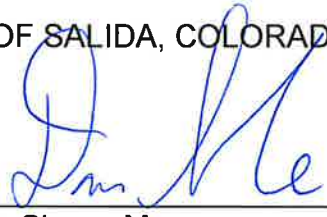
1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. The City Council hereby authorizes the Mayor to sign the Incentive and Development Agreement, attached hereto as Exhibit A, and to execute all necessary documents associated with such approval, subject to final approval by the City Attorney.

RESOLVED, APPROVED AND ADOPTED this 1st day of October, 2024.

[SEAL]



CITY OF SALIDA, COLORADO

By 
Dan Shore, Mayor

[ATTEST]


City Clerk/Deputy City Clerk

**CITY OF SALIDA, COLORADO
INCENTIVE AND DEVELOPMENT AGREEMENT**

THIS INCENTIVE AND DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into this 1st day of October, 2024 ("Effective Date"), by and between the **CITY OF SALIDA**, a statutory municipal corporation and political subdivision of the State of Colorado, whose address is 448 E. First Street, Suite 112, Salida, Colorado 81201, hereinafter referred to as "**City**," and **BIKER BAKER HOLDINGS LLC**, a Colorado limited liability company, or its successors and assigns and any subsequent owners of the Property, whose business address is 815 G Street, Salida, CO 81201, hereinafter referred to as the "**Owner**"; and

WHEREAS, Owner is the owner of that certain real property located within the City of Salida and described on **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, Owner intends to construct roughly 69 housing units, with a total of 61 as permanently restricted affordable housing units (the "Project"), at the Property within the City of Salida; and

WHEREAS, in order to assist with the development of the Property with such a significant portion being permanently restricted affordable housing units and to facilitate the successful completion of the Project assisting the City's workforce, economy and posterity, the **Owner** has requested public financial support for the Project; and

WHEREAS, the City wishes to provide financial support to **Owner**, in the form of an incentive grant to **Owner** to offset the cost of open space fees and to reimburse a portion of public infrastructure costs, in consideration for **Owner's** commitment to develop the Property and the Project in a timely manner under the terms and conditions contained in this Agreement.

WHEREAS, "**Owner**" shall be defined in this Agreement to include **BIKER BAKER HOLDINGS LLC**, as well as its successors and assigns, and any subsequent owners of the Property, who shall be obligated under the covenants of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the sufficiency of which is acknowledged and confessed, the Parties agree, promise and covenant as follows:

1. **RECITALS.** The Recitals above are hereby incorporated as if fully set forth in this paragraph.

2. **DEVELOPMENT AND INFRASTRUCTURE INCENTIVES.**

- a. Subject to, and in consideration of, all the terms and conditions contained within this agreement, the City agrees to the following incentive grant for **Owner** as it relates to the Project:
 - i. A 50% reduction in open space fees, for an incentive totaling \$172,500 (\$2,500 x 69 units); and

ii. Eligibility for up to \$200,000 in reimbursements for public infrastructure costs, pursuant to the process set forth in Section 2.b. below.

b. **Submission of Invoices.** The City shall reimburse funds expended for public infrastructure costs to the Owner incrementally, pursuant to the following: Invoice(s) shall be submitted to the City, in a form suitable to the City Administrator for infrastructure work completed for the Project at the Property. Within thirty (30) days of receipt of such invoice(s), the City shall disburse partial reimbursement to the Owner, in an amount equal to the submitted invoice(s). This process shall continue until the total amount reimbursed by the City to the Owner equals two hundred thousand dollars (\$200,000.00).

c. These incentives, fee reductions, and reimbursements will apply and remain in effect until **December 31, 2029**, after which time the City's applicable fees at the time will apply.

3. DEVELOPMENT AND MAINTENANCE OF THE PROJECT.

a. Phases. The Project shall consist of 3 phases. The first phase will be installation of infrastructure for the entire Project and 9 townhome and single-family units, 1 of which will be deed-restricted at 140% AMI or less; the second phase will be 40 condos (2 buildings of 20 each) permanently restricted up to 120% AMI; and the third phase will be 20 rental units in 1 building which will all be deed-restricted up to 100% AMI, although the **Owner** can modify phases, as the market requires. Nothing herein shall preclude the **Owner** from constructing the Project sooner than the Project Deadline defined below. **Owner** shall complete the construction of the entire Project, and all sixty-nine (69) residential units, subject to delays caused by Force Majeure, by the Project Deadline.

b. Operation and Maintenance of the Project. The **Owner**, or its assigns, shall be and remain responsible for all operation and maintenance of the Project.

4. ZONING AND RELATED APPROVALS

a. Project Plan Approval; Zoning; Suitability. The City shall use or has used reasonable efforts consistent with applicable law to support and approve the Project as contemplated by this Agreement and execute and timely deliver all necessary documents or instruments contemplated by or related to this Agreement so as not to unreasonably delay the completion of the Development. **Owner** acknowledges that it shall make its own independent investigation as to the suitability of any Properties within the City for purposes of developing the Project, and further acknowledges that they have not relied upon any representations or warranties by the City with regard to such suitability except as expressly set forth herein.

5. DEFAULT AND REMEDIES

a. Owner Default. If the **Owner** is in material default under this Agreement and **Owner** does not cure that default within thirty (30) days following written notice from the City, the City shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; (3) withholding action on any pending

applications or approvals of plans, building permits or certificates of occupancy, to the extent such applications and approvals relate to **Owner's** alleged default; and (4) any other remedies permitted under the Code, or otherwise set forth in this Agreement or available at law or in equity. The City shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided **Owner** commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.

- b. City Default. If the City is in material default under this Agreement and the City does not cure that default within thirty (30) days following written notice from **Owner**, **Owner** shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; and (3) any other remedies permitted under the Code, or otherwise available at law or in equity. **Owner** shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the City commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.
- c. Remedies. In addition to any other remedy allowed by law, in the event of default by **Owner** with respect to any provision of this Agreement, including failure to construct the Project by the deadlines set forth in this Agreement, the City may refuse to further process any site development or building permit application for property owned, in whole or in part, by **Owner**, until such time as such defaults are cured or another resolution is reached, as acceptable to the City. Except as otherwise specifically provided herein, neither party shall be entitled to claim or receive any form of damages from the other, whether remedial, compensatory, punitive, or consequential, including economic damages and lost profits.
- d. Additional Default and Remedy. Notwithstanding the foregoing, in the event that **Owner** fails to *Complete Construction* (defined below) of the Project by **December 31, 2029**, (the "Project Deadline") then **Owner** shall either, at the **Owner's** discretion: (1) convey the Property (as described in Exhibit A) to the City in the amount **Owner** paid to purchase the property, less three hundred seventy-two thousand, five hundred dollars (\$372,500); or (2) pay the City three hundred seventy-two thousand, five hundred dollars (\$372,500), which shall reflect compensation to the City for all development incentives and incentive grants provided to the **Owner** by the City. "*Complete Construction*" is defined as the process wherein all 69 residential units are fully constructed and subsequently awarded a Certificate of Occupancy, and at least 60 of those residential units are permanently restricted, with legal documentation approved by the City Attorney, as affordable housing to families earning up to 120% of the Area Median Income of Chaffee County, Colorado.

6. MISCELLANEOUS TERMS

- a. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by United

States mail, postage, prepaid, registered or certified mail, return receipt requested, or by email with read receipt requested, addressed as follows:

City:

City of Salida, City Administrator
448 E. First Street, Suite 112
Salida, CO 81201
christy.doon@cityofsalida.com

Owner:

Biker Baker Holdings LLC
815 G Street
Salida, CO 81201
rob@sweetiesinsalida.com

With a copy to:

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

With a copy to:

Nathan T. Lawrence, Esq.
Principle Law
PO Box 12224
Salida, CO 81201
nathan@principle.law

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- b. Applicable Law. Except to the extent specifically set forth herein, this Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Code and other applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Chaffee County District Court.
- c. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- d. Complete Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and with the exception of the other agreements referenced herein, this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- e. Recording; Benefit. This Development Agreement shall be recorded with the Clerk and Recorder for Chaffee County, Colorado; shall run with the land; and shall obligate, be binding upon and shall inure to the benefit of the parties hereto and upon and to their respective successors, grantees and assigns. **Owner** shall be released from further obligation hereunder in the event of sale of the Property or portions

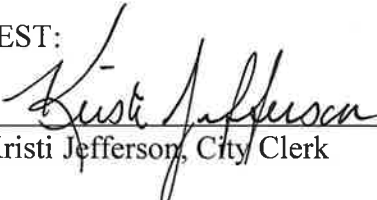
thereof with respect to that portion of the Property conveyed; provided however, that any successor, grantee or assignee of the **Owner**, or any subsequent **Owner** of the Property shall be bound hereby, and this document shall have been recorded and, except as otherwise provided herein, serve as a non-dischargeable covenant running with and burdening the land described in **Exhibit A**, as the burdened property, as an easement in gross for the benefit of the City. Any reference herein to **Owner** shall be deemed to include any purchaser, successor-in-interest or assign of **Owner** as to all or any part of the Property. **Owner** shall notify the City in writing within fifteen (15) business days after any permitted sale, transfer, or assignment of the Property, giving name and address of transferee, assignee or buyer. This Agreement does not confer any right or benefit to any third party, except as expressly set forth herein.

- f. Force Majeure. If either party is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by any governmental entity having jurisdiction, unavoidable casualties or any other causes reasonably beyond the delayed party's control (each a "**Force Majeure Event**"), then the delayed party's time shall be extended for such duration as reasonably requested by the delayed party upon the delayed party's submission of its request for an extension of time with an explanation of the Force Majeure Event and upon agreement by the non-delaying party that a Force Majeure Event exists, which agreement shall not be unreasonably withheld. Notwithstanding the foregoing, neither party may rely on the other party's actions as a basis for reasonable delay.
- g. Effective Date. The terms of this Development Agreement shall become binding on all Parties hereto on the date first set forth above.
- h. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- j. Authority. The undersigned hereby acknowledge and warrant their power and authority to bind the parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

City of Salida, a statutory municipal corporation and political subdivision of the State of Colorado

By: 
Dan Shore, Mayor

ATTEST:
By: 
Kristi Jefferson, City Clerk


AMANDA MITCHELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244020305
MY COMMISSION EXPIRES MAY 28, 2028

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

ACKNOWLEDGED before me this 2 day of October, 2024, by Dan Shore, Mayor of the City of Salida, Colorado.

WITNESS my hand and official seal.

My commission expires: May 28, 2028


Notary Public

[SEAL]

Biker Baker Holdings LLC,
a Colorado limited liability company

By: 
Name:
Title: owner

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

ACKNOWLEDGED before me this 14th day of October, 2024, by Rob Garkeman, as Owner of **Biker Baker Holdings LLC**, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: April 15, 2025


Notary Public

[SEAL]

Exhibit A – Legal Description

Lot 3 Triple T Ranch Minor Subdivision, Chaffee County, Colorado