

RESOLUTION NO. 13-2025

A RESOLUTION OF THE TOWN OF GARDEN CITY APPROVING ECONOMIC INCENTIVES BETWEEN THE TOWN AND AWARD ALLIANCE, LLC

WHEREAS, the Board has found and determined that the stimulation of economic development and employment opportunities, and the establishment of a sound tax base, serves the general welfare of the Town's citizens; and

WHEREAS, the Board intends to further its economic development and employment objectives through the development of spaces within the Town for businesses and primary employers; and

WHEREAS, Award Alliance, LLC (the "Company") is intending to lease property within the Town for use as a business, located at 2626 8th Avenue., Garden City, CO (the "Property"); and

WHEREAS, the Company's use and revitalization of the Property will provide cosmetic improvements to the Town, employment opportunities, and increased tax revenue; and

WHEREAS, the Company will be investing significantly in the revitalization and remodeling of the Property; and

WHEREAS, the Town provides certain grants for individuals and local businesses, including property improvement grants; and

WHEREAS, the Town wishes to support the Company and provide financial incentives for the Company's revitalization and remodeling of the Property;

WHEREAS, in order to be eligible for the Incentive Package, the Company must meet certain performance obligations, including completion of revitalization and renovation at the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GARDEN CITY, COLORADO AS FOLLOWS:

Section 1 – Business Incentive Package. The Town shall provide the following Incentive Package to the Company upon the Company providing a copy of a signed lease for the Property to the Town Administrator and the Company having moved to the Property:

(1) the Town shall provide the Company with \$20,000 from the business incentive fund payable before the end of 2025;

(2) the Town agrees to waive its share of any applicable building permit fees assessed by the Town for construction at the Property for a period of two years;

Section 2 – Completion of Construction/Performance Obligations. As a further condition of receipt of the Incentive Package, the Company agrees to complete all the revitalization and renovations on the Property before the end of the 2026 calendar year. At the Company's request, the Town Administrator, in their sole discretion, may extend this deadline for a period of up to one (1) additional year.

Section 3 – Remedies. If the Company has failed to fulfill the performance obligations set forth in Section 3, above, and after the Town has given at least 30 days’ written notice to the Company, and the Company has failed to cure a default within the 30 day period, the Company shall repay any and all amounts under the Incentive Package that it received up to that date (including any amounts waived for building permit fees). The Town shall have all remedies available to it, in law or equity, including but not limited to specific performance against the Company.

Section 4 – Validity. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, the intention being that the various sections and provisions are severable.

Section 5 – Interpretation. This Resolution shall be interpreted and construed as to effectuate its general purpose.

The foregoing Resolution was adopted at a regularly scheduled meeting of the Board of Trustees of the Town of Garden City, held on December 9, 2025, which meeting was duly and properly called.

PASSED, ADOPTED AND APPROVED this 9th day of December, 2025.

TOWN OF GARDEN CITY

By: _____
Filbert Archuleta, Mayor

ATTEST:

Cheryl Campbell, Town Administrator

Award Alliance, LLC
a Colorado limited liability company

By: _____
Paul Hlad
Title: Manager, Award Alliance, LLC

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of December, 2025, by Award Alliance, LLC, Paul Hlad, Manager.

WITNESS my hand and notarial seal.

My commission expires: _____

Notary Public