Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

March 24, 2026 - 6:30 PM
Donald E. Carroll City Commission Chambers
City Hall, 1376 E. Ninth Street

Sharon McDonald ..... Mayor
Joshua Rardin .....Mayor Pro-Tem, District 4
Baxter Pattillo .....District 1
Stephen Burnett ..... District 2
Warren Robinson .....District 3
Al Hernandez ..... District 5
Mark Tapley ..... District 6

Stephanie Hernandez .....Acting City Manager
Darrell Mori .....City Attorney
Rachel Hughs .....City Clerk

MISSION STATEMENT as Adopted by the City Commission on March 24, 1995.
The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.

We are committed to the long-term financial stability and responsible growth of the City and all decisions will be driven by our commitment to provide the best services possible in a financially sound and responsible manner given the economic realities facing the City.

In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the east bulletin board located in the south of the City Hall and in the glass case located outside the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: http://ci.alamogordo.nm.us within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: http://ci.alamogordo.nm.us

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Statutory Compliance with the New Mexico Open Meetings Act, Governmental Conduct Act, and Ethical Standards for Public Officials Training by New Mexico Municipal League. *(Clinton Nicely, Risk Services Director, Darrell Mori, City Attorney)*

2. Presentation of Golf Course Maintenance Update. *(Michael Bradley, Golf Course Superintendent and Belinda Bass, Parks and Recreation Director)*

3. Presentation for RFP 2026-001 Golf Course Operations and Management Services. *(Maxim Golf, American Golf, and Kemper Sports Management)*

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the City Commission. The standard allotted time is 3 minutes, but the Mayor reserves the right to change depending on the number of public comments.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

CONSENT AGENDA (Roll Call Vote Required for an Ordinance or Resolution)

All matters listed under the Consent Agenda are considered to be routine by the City Commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

4. Approve the minutes for the Regular Commission Meeting on March 10, 2026, and the Special Meeting on March 17, 2026. *(Rachel Hughs, City Clerk)*

5. Consider, and act upon, Resolution 2026-09 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of March 24, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

6. Consider, and act upon, adoption and final publication of Ordinance 1722 authorizing the delivery of a loan agreement and intercept agreement for $12,000,000 for the construction, equipping and furnishing of a municipal natatorium. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

7. Consider, and act upon, the award of the RFP 2026-001 Golf Course Management and Operation Services to one of the following qualified vendors: Maxim Golf, American Golf, or Kemper Golf Management. *(Belinda Bass, Parks and Recreation Director)*

8. Consider, and act upon, appointing three board members to the Otero County Solid Waste Authority (OCSWA) Board. *(David Nunnelley, Utilities Director)*

9. Appointments to Boards and Committees. *(Sharon McDonald, Mayor)*

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/20/2026 **Report No:** 1.

Submitted By:

Subject: Statutory Compliance with the New Mexico Open Meetings Act, Governmental Conduct Act, and Ethical Standards for Public Officials Training by New Mexico Municipal League. *(Clinton Nicely, Risk Services Director, Darrell Mori, City Attorney)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: The New Mexico Open Meetings Act (NMSA 1978, §10-15-1) and the Governmental Conduct Act (NMSA 1978, §10-16-1) establish the legal and ethical framework governing the conduct of elected officials and public employees. These statutes require transparency in public decision-making, adherence to ethical standards, and avoidance of conflicts of interest.

As a matter of best practice, public agencies routinely provide periodic training to elected officials and staff to ensure continued compliance with evolving legal requirements, reinforce ethical obligations, and promote consistent application of statutory standards. Regular training also serves to orient newly elected officials and recently hired employees to their responsibilities and expectations under state law.

The City has previously coordinated similar trainings in 2023 and 2024, reflecting an ongoing commitment to good governance, accountability, and risk mitigation. Continued training is particularly important to:

- Maintain an up-to-date understanding of statutory requirements and legal interpretation.
- Provide consistency in the application of Open Meetings Act procedures and ethical standards
- Support newly elected Commissioners and new employees in understanding their roles and responsibilities
- Reduce the risk of inadvertent violations that could expose the City to legal or reputational risk

The New Mexico Municipal League provides this training as part of its support services to member municipalities and is a recognized resource for guidance on municipal governance, compliance, and ethics.

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/16/2026 **Report No:** 2.

Submitted By: Barbara Pyeatt

Subject: Presentation of Golf Course Maintenance Update. *(Michael Bradley, Golf Course Superintendent and Belinda Bass, Parks and Recreation Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Presentations Only.

Background:

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/16/2026 **Report No:** 2.

Submitted By: Barbara Pyeatt

Subject: Presentation of Golf Course Maintenance Update. *(Michael Bradley, Golf Course Superintendent and Belinda Bass, Parks and Recreation Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Presentations Only.

Background:

Desert Lakes Municipal Golf Course

City of Alamogordo – Parks & Recreation

City Commission Presentation March 24, 2026

Michael L Bradley, GCS

Belinda Bass, Director Parks & Recreation

Arrival – August 2023
The Course

- Greens, Tees- Had uneven surfaces, large bare spots, and were infested with Poa annua, Bermuda, and other grasses

Arrival- August 2023
The Irrigation System

- Irrigation Pumps- In an extreme state of disrepair and imminent failure.
- Leaks and breaks throughout the course
- Large areas had been shut off by previous staff
- Some valves had been removed, meaning large sections of the irrigation system had to be shut down to complete repairs.

Arrival – August 2023
Equipment Issues

- Mowers out of adjustment with reels that had reportedly not been sharpened for approximately 5 years.

- Incorrect mowers for the type of surface being mowed- i.e., greens mower used on tees and collars, rotary mowers being used for tee and green surrounds

- Many pieces of equipment were broken and inoperable- i.e., sprayers with missing components and a fairway mower that could not be adjusted

Arrival – August 2023 Management Program

- There was no management program in place in August 2023
- No planned mowing schedule
- The watering schedule was sporadic, partly due to pump issues, and partly due to perceived water unavailability
- Long times between soil aeration on greens and tees, and the course in general- more than one year had passed since the last aeration

The Start of a New Era
Analysis of Soil

- Soil Testing was conducted to find what was and was not in the soil
  - Extremely High Salt Levels- over 2,000ppm
  - High levels of trapped nutrients
    - Bound up by the high level of salts
    - Makes soil non-functional
    - Increases compaction
    - Makes organic matter irrelevant
    - Cation Exchange Capacity (C.E.C.) was non-functioning
      - C.E.C. is the movement of the actual nutrient particles within the soil for plant availability

The Start of a New Era
Analysis of Water

- Water testing was conducted to find what was and was not in the water
  - High level of salts- over 1,000 ppm
  - The water is alkaline
  - The water is hard due to high levels of calcium carbonate

The Start of a New Era
Conclusion of Analysis

After analyzing the soil and water test results, the following conclusions were drawn.

- Much fertilizer had been added to the course that remains in the soil and cannot be absorbed by the plants due to being bound by the high salt content of the water, and by transfer, the soil.
- Previous management had followed the philosophy that the course just needed water and fertilizer without understanding agronomics or how to make nutrients available to the grass by flushing out the salts.

The Start of a New Era
Fixing the System(s)

- First 6 months
  - New Rainbird irrigation pumps installed.
    - This was put into motion by previous staff, but overseen by current staff
    - New pumps very powerful, old piping suffered with many fail points
  - Implement new management plan
    - Course care
    - Equipment maintenance
    - Properly training all employees
      - Equipment use/maintenance
      - Treatment applications – products/rates
      - Course care 101

The Start of a New Era
Fixing the System(s)

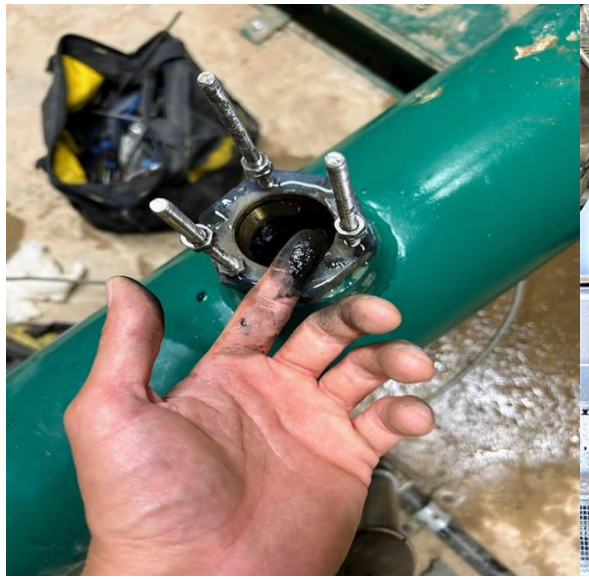
The Start of a New Era
Fixing the System(s)

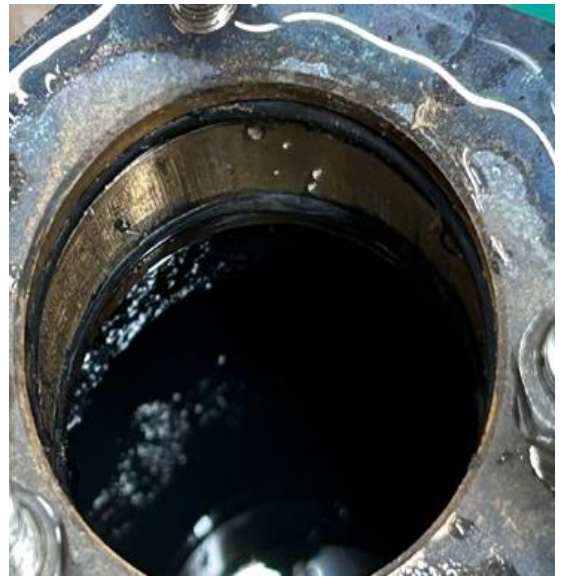
- 2024
  - Plan and design of the new irrigation system
  - Rainbird PITC training/certification
    - Superintendent and Irrigation Tech
  - Trialed and implemented products to improve water and soil quality
  - Re-seeded and plugged many of the greens
  - Much time spent fixing or attempting to fix water leaks that plagued the system after the installation of the new pumps. (18 tee box for example)

The Start of a New Era
Fixing the System(s)

2024- Continued

- New pumps- same water
  - New pumps brought more consistent water
  - Water affected new pumps and filters

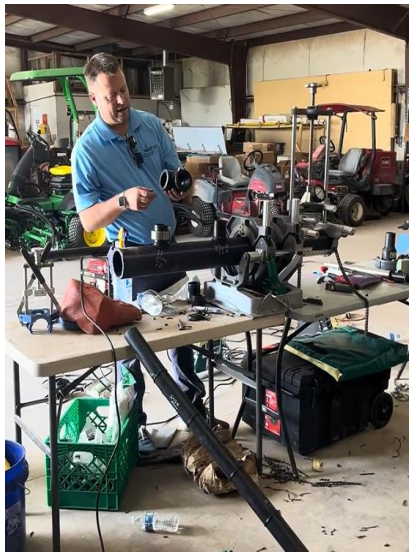




RAIN BIRD

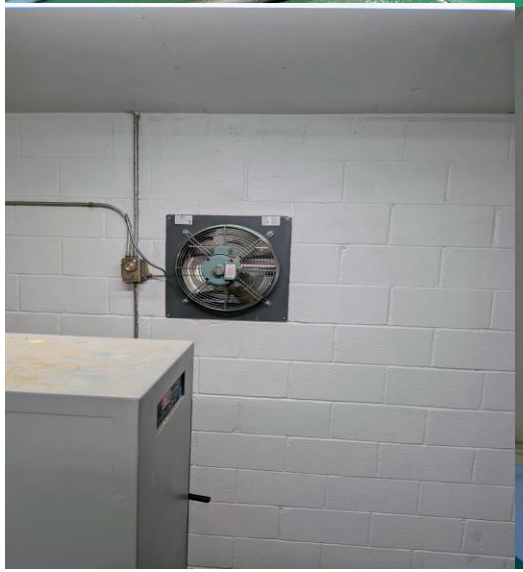
The Start of a New Era
Fixing the System(s)

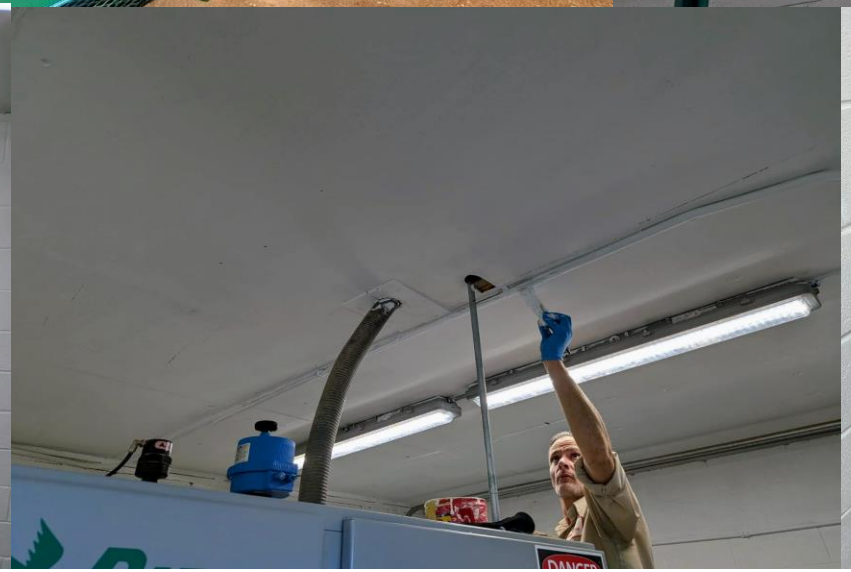
- 2025
  - Installation of new irrigation system
    - Completed October
  - CMF Global HDPE Welding Certification
    - All new irrigation is HDPE
    - 6 staff received training and certification to weld HDPE pipe
  - Pumphouse renovations began
    - For the health and longevity of the pumps
  - Three new mowers received
    - 2 greens mowers
    - 1 tee/collar mower
  - Automated effluent water intake system install began

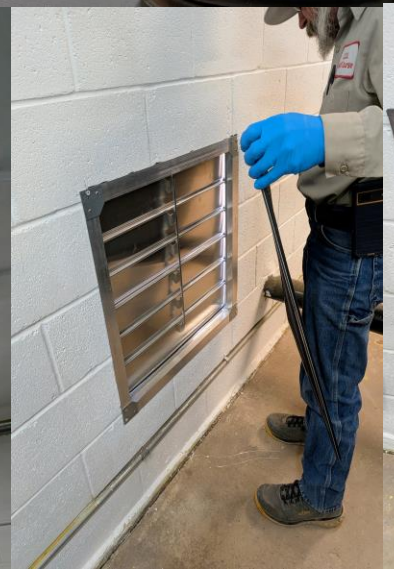


Irrigation Installation

Pump House Renovations







The Start of a New Era
Fixing the System(s)

- 2025- continued
- Maintenance Building electrical service
  - Upgraded to accommodate power equipment used in course and equipment maintenance
    - Reel grinders
    - Welder
    - Air compressor
    - Equipment testers
- Otterbine (pond fountains) testing and repair station installed
  - Allows for on-site rebuild, repairs, and testing of fountains

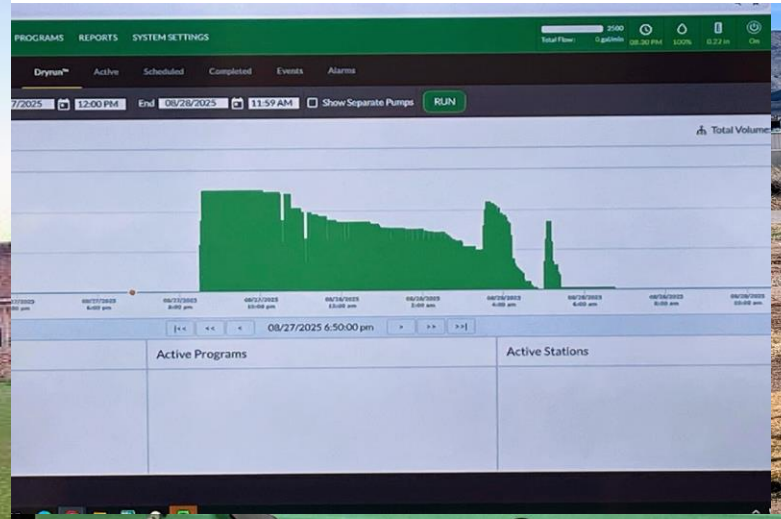
Upgraded Electrical System

The Start of a New Era
Fixing the System(s)

2025- Continued

- Programming the new irrigation computer/system
  - Every sprinkler has a barcode and special identifier
  - Every sprinkler must be scanned and imported into the system
  - Every sprinkler can be/is monitored from the main computer
    - Irrigation Tech and Superintendent can control the system from an app on their work phone
  - Watering rates are carefully monitored and adjusted according to need.
    - This changes according to weather/seasonal factors
    - Greens are monitored with the use of Spectrum Technology - TDR 350
- Weather station installed to work with the irrigation system

Irrigation Programming and Building the System.



The Start of a New Era
Fixing the System(s)

2025- Continued-

- Chemical injection system started on back 9

- Injected into the irrigation line- post pump
  - Improves the quality of the water
  - Flushes salt from the soil
  - Makes fertilizer in the soil more readily available to the plants

What is Happening Right Now!

We are now hitting our stride with the new irrigation system, new influent controls, water quality measures, and more!

- Windmill project completed
  - Provides air diffusion from the bottom to the top
  - Helps improve water quality
  - Will help reduce odors- eventually
- Aeration project- Back 9- completed
  - Provides aeration to the surface/near-surface of water
  - Helps improve water quality
  - Will reduce odors- eventually

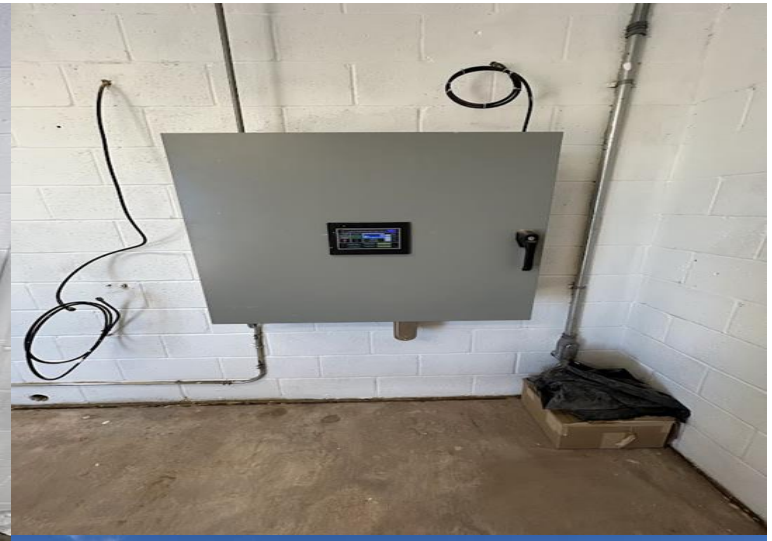
Windmills In Use Course-Wide

Pond Aerators In Use On the Back Nine

What is Happening Right Now!

- Effluent intake system- progressing- 75%
  - SCADA (automatic valve controls)
    - All in-ground components are installed
    - The software and some electrical components remain
    - When completed it will mean no more overnights for staff to open/close valves to fill ponds
- Toro sprayers repaired, upgraded, back in use
  - Used to apply PGRs, pesticides, and fertilizers
- Most of the seed ordered for course re-seeding has arrived
- New seeder ordered in 2025, arriving in…5…4…3…2…1…

Automated Effluent Water Intake System

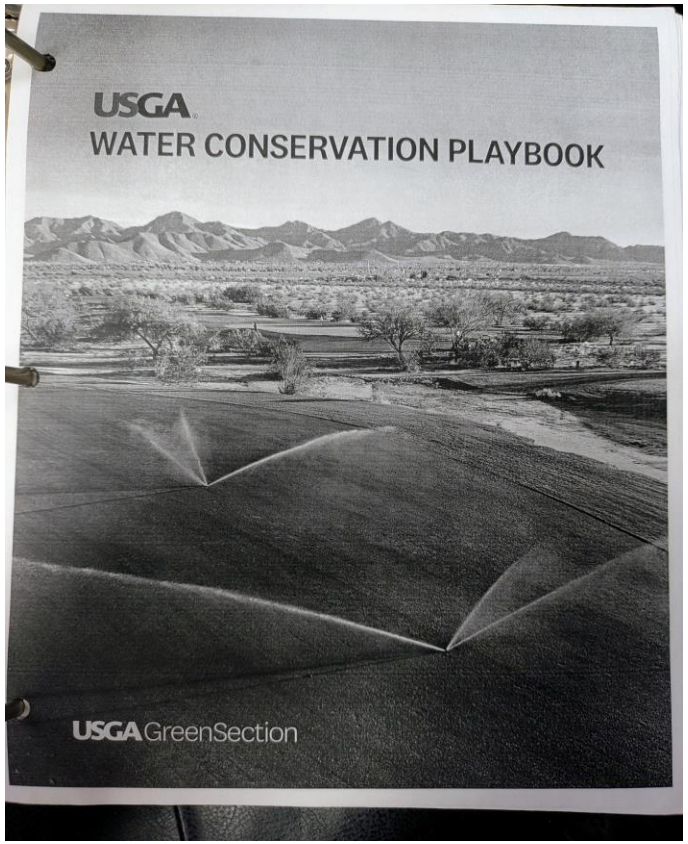


Seed, Seeder, and Fertilizer Products

What is Happening Right Now!

- Irrigation System Audits
  - Ensures the system is functioning correctly
  - Calibrates sprinkler throw, rotation, and water applied
  - USGA (U.S. Golf Assoc) Water Conservation Playbook
    - A resource used by golf turf professionals
    - Part of our Best Management Program (BMP)
    - Aids in the evapotranspiration (E.T.) calculations to determine water application rates, and more!

Irrigation System Audits
Tools of the Trade



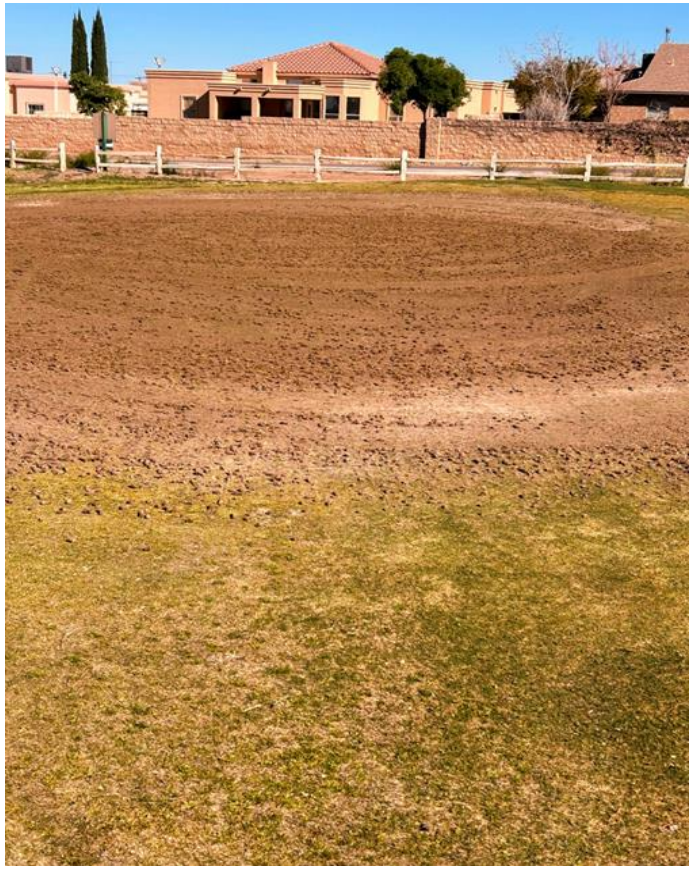
What is Happening Right Now!

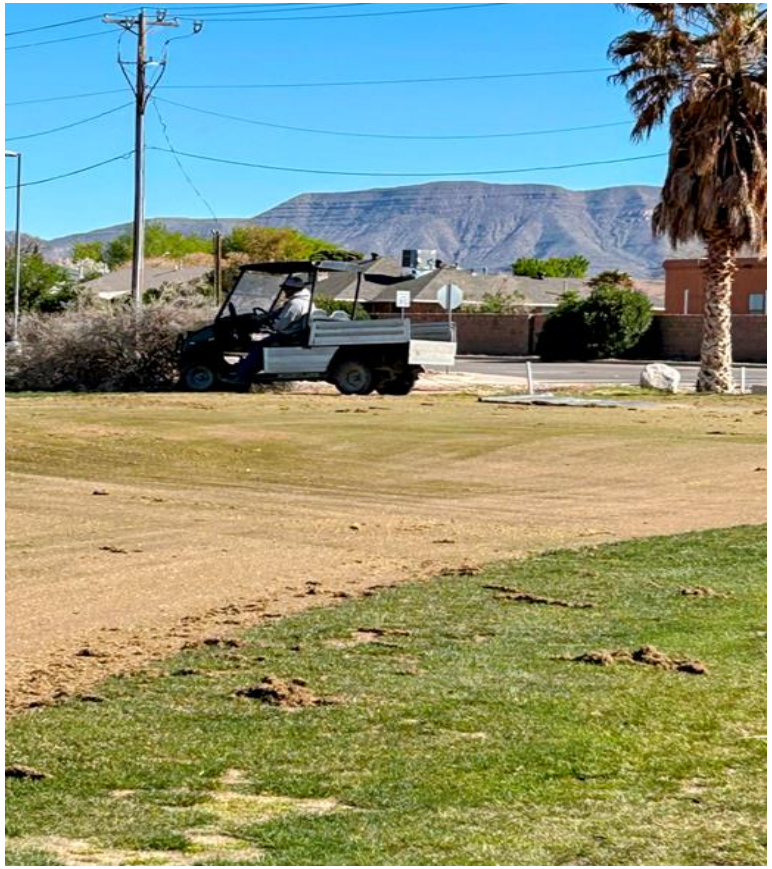
- Solutions sought for undersized and clog-prone pump intake components.

- Solutions found and are in the process of being purchased/delivered.
  - Floating surface intake screen
    - With self cleaning mechanism
    - Will keep the pumps supplied with adequate water
    - Will prevent pump shutdowns from clogged screens
    - Added bonus: will aid in surface aeration

What is Happening Right Now!

Spring Greens Aeration



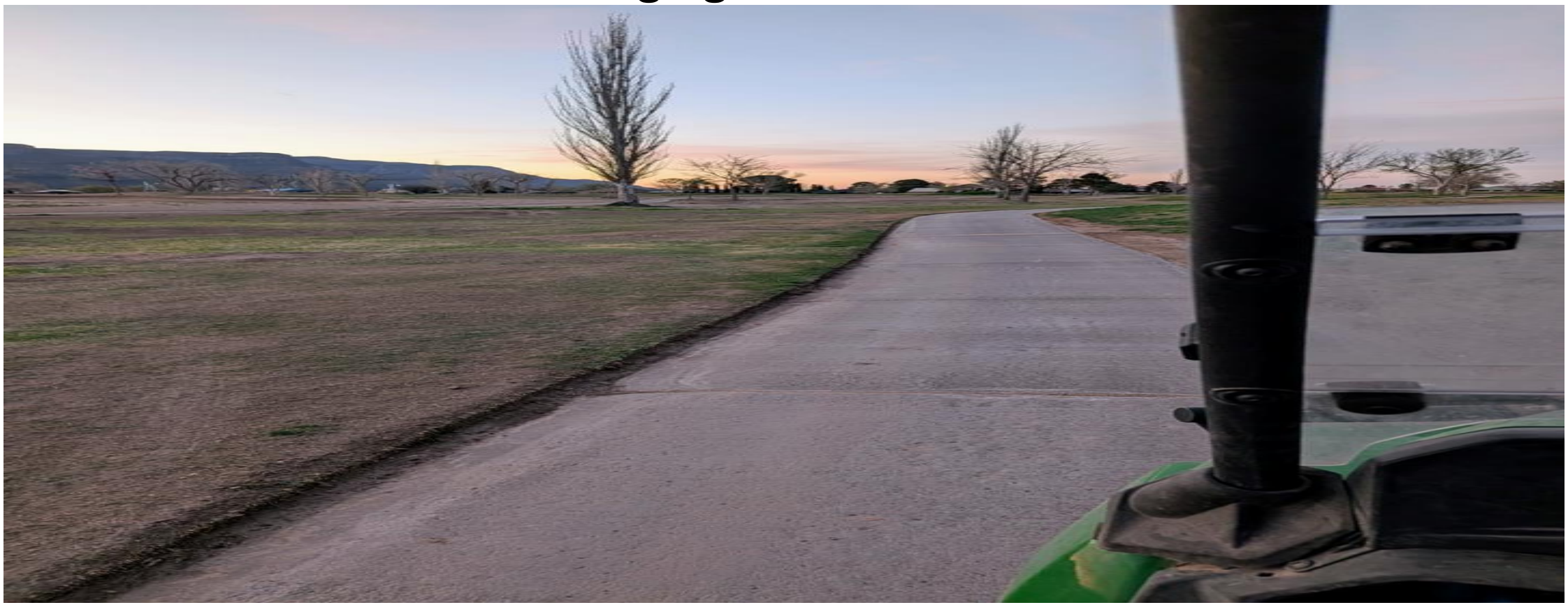


What is Happening Right Now!

Edging Sand Bunkers

What is Happening Right Now!

Edging Cart Paths



What is Happening Right Now!

Rehabilitation of Chipping Green Sand Bunker

Requested by patrons, completed by staff on Maintenance Mondays

What's Happening Right Now!

Maintenance Building Improvements (phase 2)

- Office expansion to house irrigation and SCADA control computers in a climate and dust-controlled environment

What’s Happening Right Now!

Maintenance Shop Improvements- phase 3

- Enlarging equipment maintenance area
- Excluding grinding machine area from the shared workspace
  - Health and safety compliance

What's Next?

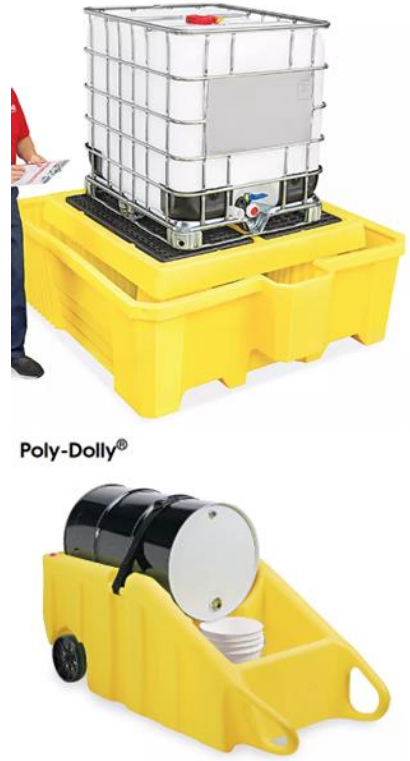
Pumphouses

Chemical Injection shed additions

What’s Next?

Chemical Storage Improvements

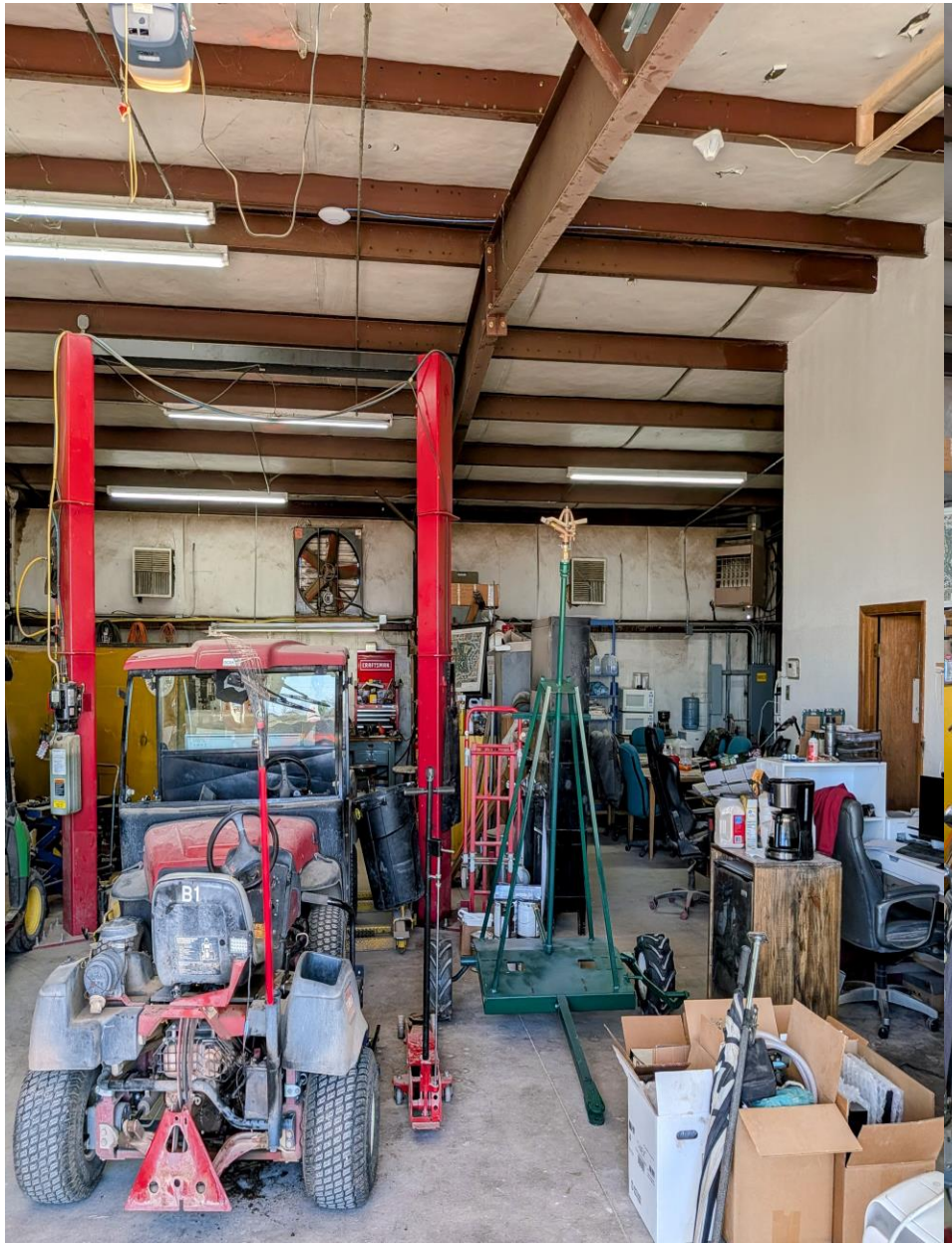
Proper ventilation and storage features

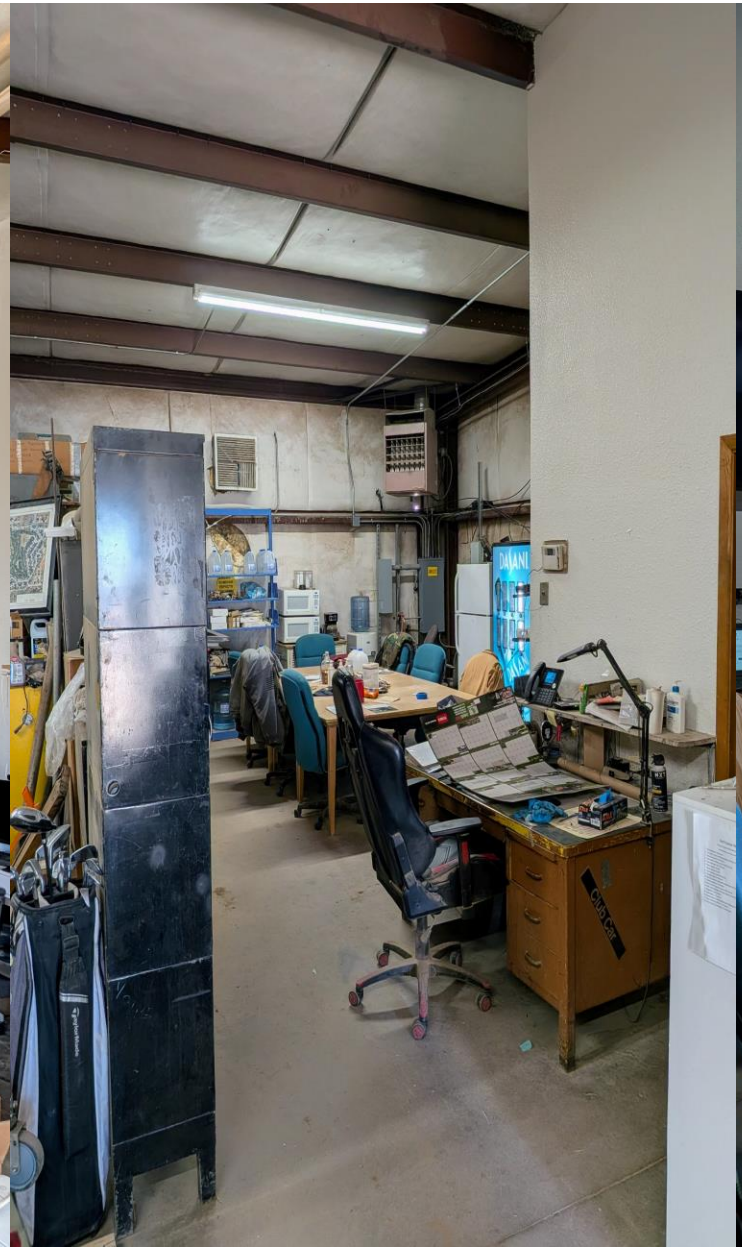


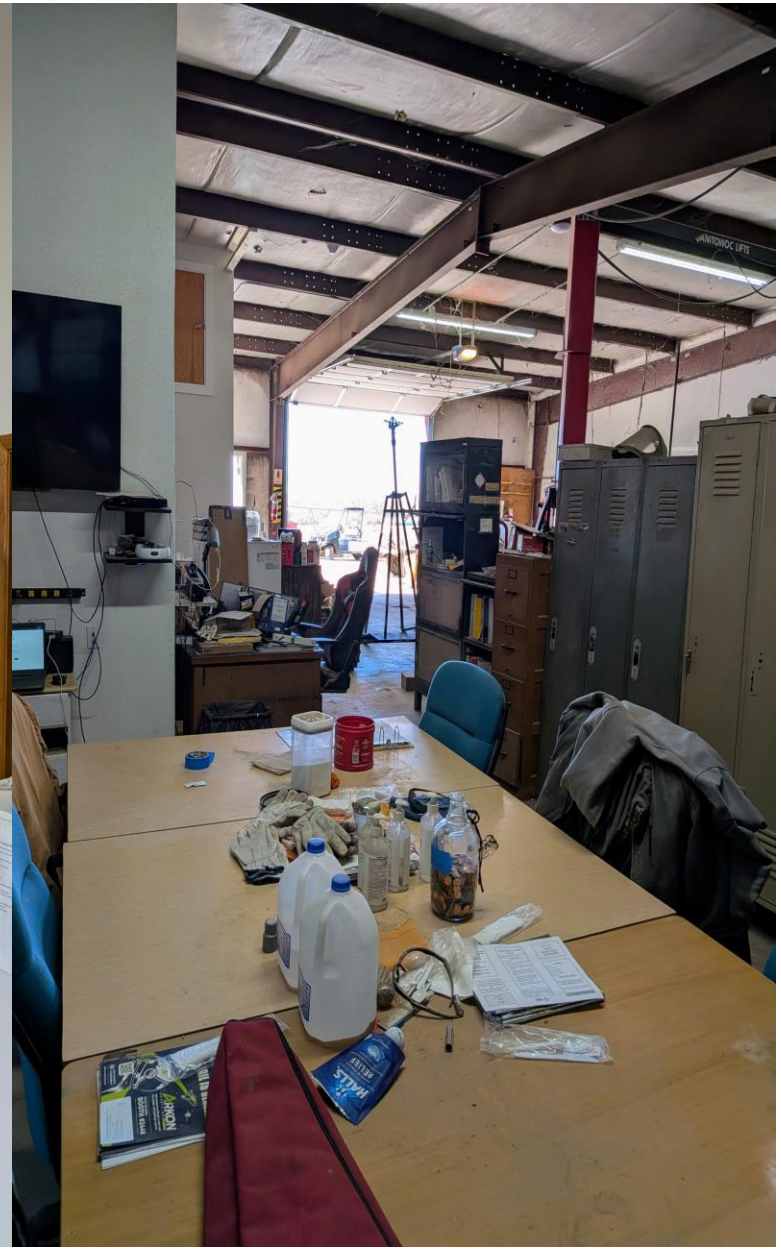
What's Next?

Maintenance Shop Renovations- phase 4

- Separation of the employee break room from the equipment maintenance area.
  - Will provide a heating/cooling area for employees
    - Required for worker safety compliance
  - Will provide a clean area free from fumes, dust, noise, and debris from the adjacent equipment maintenance area.
  - Will also serve as a training room

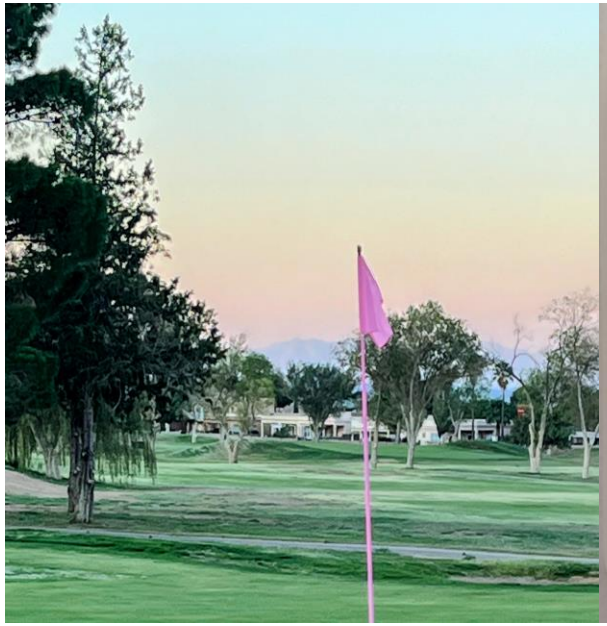

B1





The Little Things With Big Impacts

- Golf Course Superintendent
  - Provides business cards to Pro Shop to handout to golfers who have questions about the course.
  - Holds in office and on the course meetings with golfers and Pro Shop staff as requested to answer questions and address concerns.
  - Puts out custom poles and flags for holidays and special events



Big Things With Big Impacts

- Best Management Practices (BMP)
  - Tailor-made for Desert Lakes Municipal Golf Course
  - Climate, cultural, and site-specific to DLMGC!
  - Guide for the staff to be efficient in an environmentally sustainable manner
  - Is currently on display at the maintenance facility and the Parks & Recreation Director's office. It will soon be on display at the Pro Shop, and we are working toward an online version.

Big Things With Big Impacts

Desert Lakes Municipal Golf Course Master Plan

- Revisiting the 2024 Master Plan
  - Some issues have been addressed
  - Others need to be revisited
- Specific Items to Revisit in the Master Plan
  - Greens conversion-the sooner the better.
  - Bunkers
    - Conversion of several sand bunkers to grass bunkers.
  - Driving Range project
    - A high priority
- Old #4 Green & Fairway
  - Improvement of the entire area for structured practices
  - When completed, plaque dedication to Grant Dalpes for years of service to the development of golf in Alamogordo

Representing the Golf Course, the City, and the State!
Superintendent Michael Bradley

- President of the Rio Grande Golf Course Superintendents Association (RGGCSA)
- Chapter Delegate & Grassroots Ambassador for the Golf Course Superintendents Association of America (GCSAA)
- Board Member of the Southwest Turf Grass Association

Rio Grande Chapter
GCSAA

Representing the City and Growing the Workforce

- Asked to serve on the APS Agricultural Education/CTE Advisory Board
- Had a booth at APS Career Day
- Planning on being involved with the Career Day for NMSU/NM Career Quest USA, and The Spring FFA Convention in Las Cruces
- Planning what may likely be the State's very first First Green project for September.
  - A walking learning lab covering the science of golf turf management
  - Programs for all grade levels

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/16/2026 **Report No:** 3.

Submitted By: Stephanie Hernandez

Subject: Presentation for RFP 2026-001 Golf Course Operations and Management Services. *(Maxim Golf, American Golf, and Kemper Sports Management)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Presentations Only.

Background:

Desert Lakes Golf Course Management Proposal

Maxim Golf Solutions

Presented By:

Bryan Minnis (CEO, Founder)

Griffin Mott (Director of Marketing)

March 24th, 2026

Who We Are + Our Approach

Decades of combined golf industry leadership experience

Strong municipal + multi-course portfolio

Proven track record of increasing rounds, revenue, and engagement

3 Pillars

Operational Excellence

Revenue Growth

Community Engagement

Bryan Minnis
CEO, Founder

Jim Jamis
COO

Chris Jones, PGA
NM Representative

Toby Burkhart
Chief Agronomic Officer

Griffin Mott
Director of Marketing

Our Portfolio

22 Golf Courses across 5 states

11 Municipal Properties

11 Non-Municipal Properties

Dub’s Dread Golf Club

Green Hills Golf Course

Siloam Springs Golf Club

Growing The Game In Alamogordo

FREE Beginner Clinics designed for first time golfers

Junior Programs to engage with youth ages 6 - 18

Complimentary rental clubs to remove barriers to entry

Family-friendly programming that welcomes all skill levels

Learn → **Try** → **Return**

Experience, Operations, And Programming

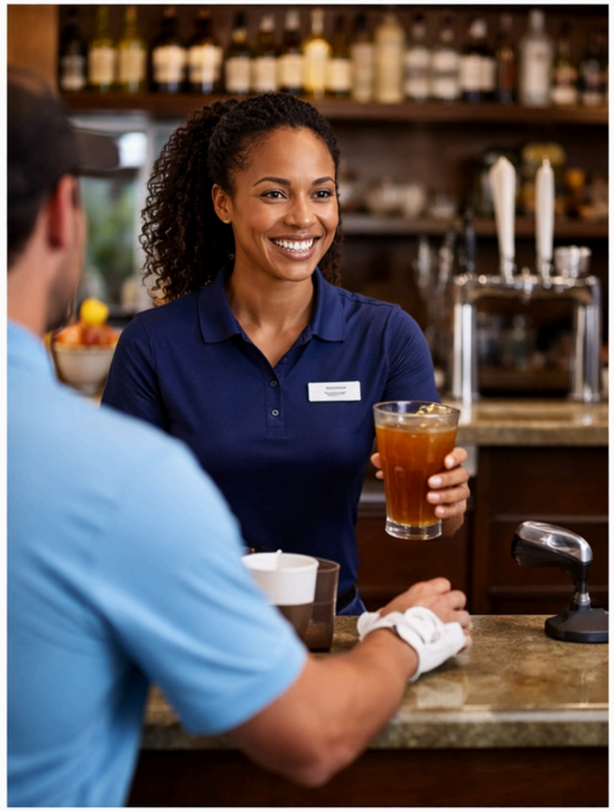
Creating a Destination People Want to Come Back To.

High-level customer service training standards

Clean, consistent, and professional facility operations

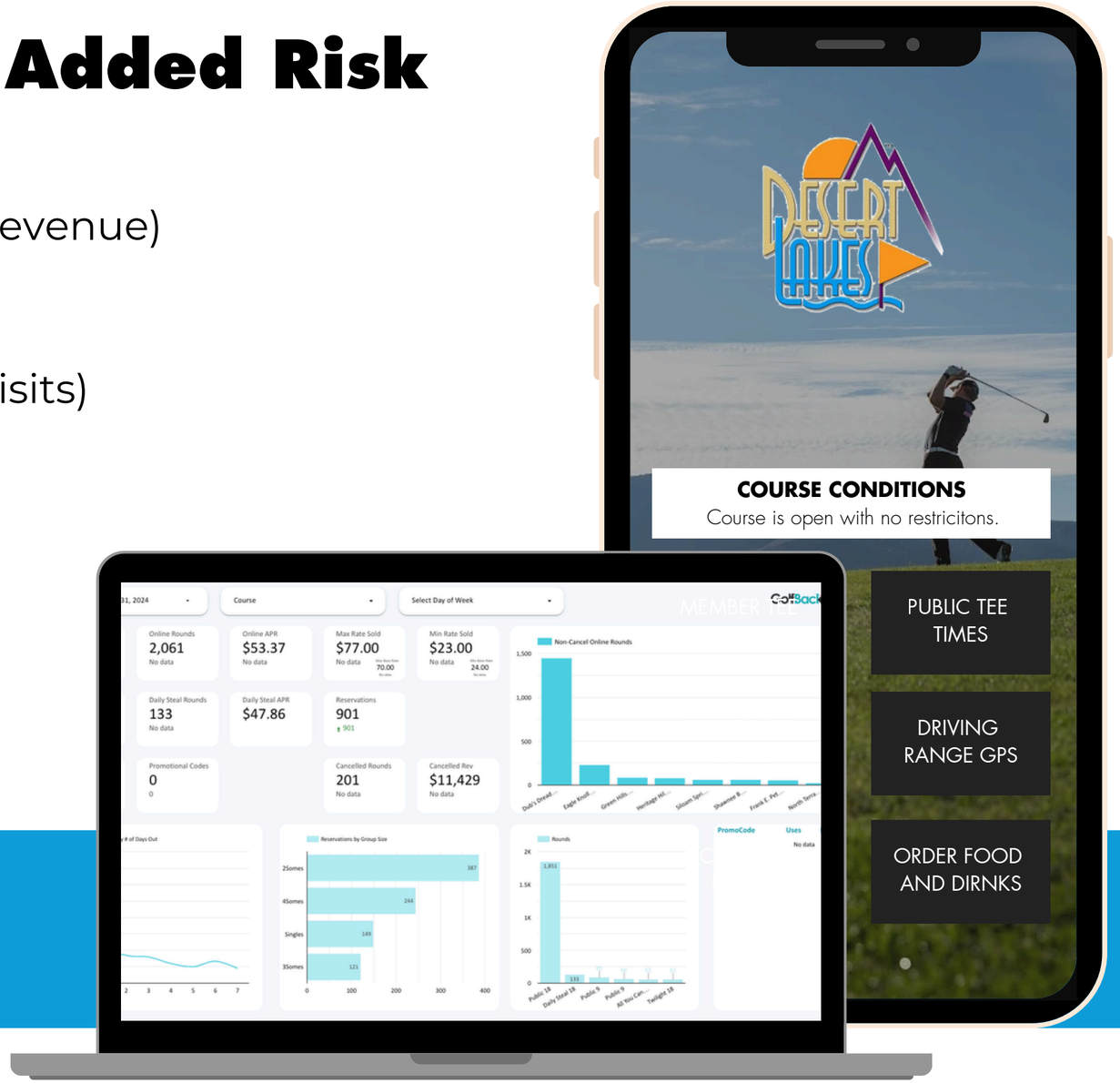
Events: tournaments, leagues, seasonal events

Collaboration with City programs



Driving Revenue Without Added Risk

- ☑ **Dynamic Pricing** (maximizing rounds + revenue)
- ☑ **Mobile App + Loyalty Program** (repeat visits)
- ☑ **Push notifications** to fill off-peak times
- ☑ **Full financial transparency + reporting**



Revenue improves when the operation runs better at every level.

Investments That Pay Off

On-Course Restroom upgrades (high-impact experience improvement)

Bunker renovations (lower maintenance + cleaner look)

Electric Cart Fleet (better experience + long-term savings)

Revived short game practice area

Better Product → **Better Perception** → **More Revenue**

Supporting Those Who Served

Portion of online booking revenue supports Veterans Ventures program

Veterans Ventures helps service members transition to civilian careers

Strong alignment with Alamogordo's military community

No additional cost to the city

Built to serve the community on and off the course.

Partnership, Milestones, and Closing

0 - 90 Days

Staffing & Systems Alignment
Marketing & Booking Engine Launch

3 - 12 Months

Launch Clinics and Community Programs
Capital Planning
Revenue Growth

Our goal is simple:
Create something the City is proud to own and the community is excited to use.

Desert Lakes Golf Course

RFP No. 2026-001

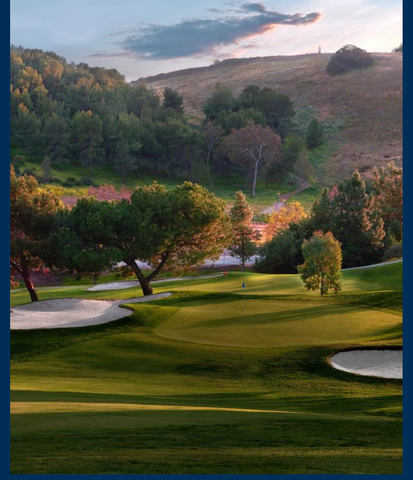
Golf Course Operations and Management Service

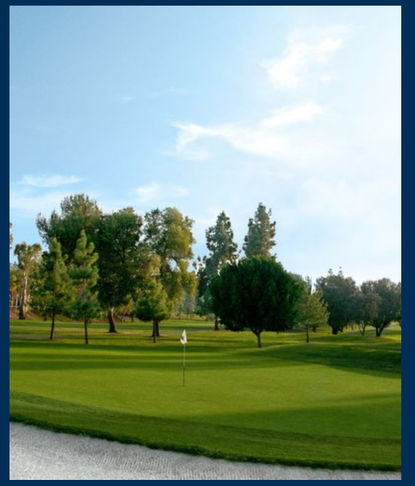
City of Alamogordo, New Mexico

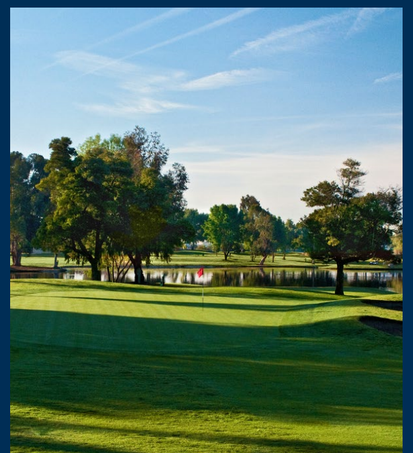
We’re American Golf

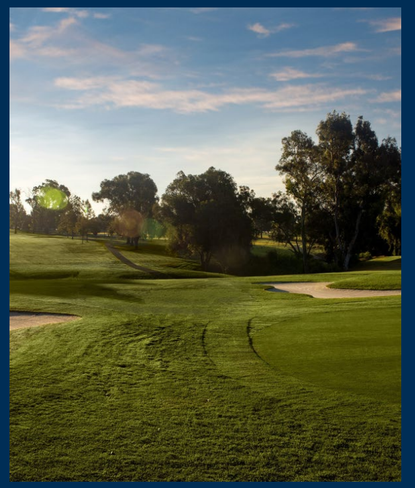
For over 50 years, American Golf has owned, operated, and managed municipal, private, resort, and destination golf courses across the United States.

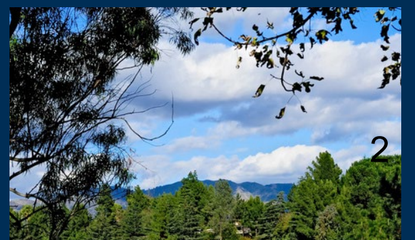
We blend industry-leading expertise with a passion for service to deliver accessible, world-class golf experiences for every resident and create experiences that foster community, connection, and a love of the game.











Our Experience

50+
years
experience operating, owning, and leasing golf facilities

Municipality-Focused Operator
35 of our 42 facilities operated as public-private partnerships

2,300+
Team Members
with extensive support infrastructure

New Mexico Presence
Tanoan Country Club in Albuquerque, New Mexico

Industry Innovators
creators of Tee Sheet Management & Player's Club

$50M
Annual F&B Operations
fine dining, catering, sports bars, grab & go

$27M
Annual
private events revenue

$12M
Annual
capital improvements & construction expertise

Scope of Work

Full Service Management of all Golf, Retail, Food & Beverage, and Facility Maintenance Operations

- **Provide an Exceptional Guest Experience**
- **Ensure Financial Sustainability for the City**
- **Long-Term Sustainability and Community Value**
- **Extensive and Experienced Support Resources**

Central Agronomy Management

Provides expert programming and agronomic best practices to ensure a well-maintained course.

Tee Sheet Technology & Reporting

Our partnership with Noteefy has allowed up to 90% of last minute cancellations to be filled by local golfers.

Tee Sheet Optimization

Partnering with Golf Now and their third-party affiliates allows ample access to a wide range of golfers 24/7. National Tournament office will support on tournament-related functions as needed.

Recurring Loyalty Programs

Club loyalty initiatives like the AGC Players Club provide consistent and stable revenue and improve efficiency and accessibility. 1,000+ Players Club members per course in the portfolio.

Scope of Work

Turn-Key Management and Agronomy Support

Our 42-person Superintendent network and 450+ maintenance employees share agronomic protocols, vendor relationships, and capital planning across 5,000+ managed acres.

Human Resources

We invest in the people who run your facility. AGC completed 45 leadership training sessions in 2025, and maintained a zero OSHA investigation record, reducing municipal liability exposure.

CapEx Project Management

We plan and fund capital improvements years ahead of schedule, $29M committed for 2026 alone. Municipalities benefit from an operator that treats public facilities as long-term assets, not short-term management contracts.

Finance and Accounting

Full financial transparency, automated reporting, and a dedicated 16-person finance team ensure the municipality always has timely, accurate visibility into facility performance.

Retail Management

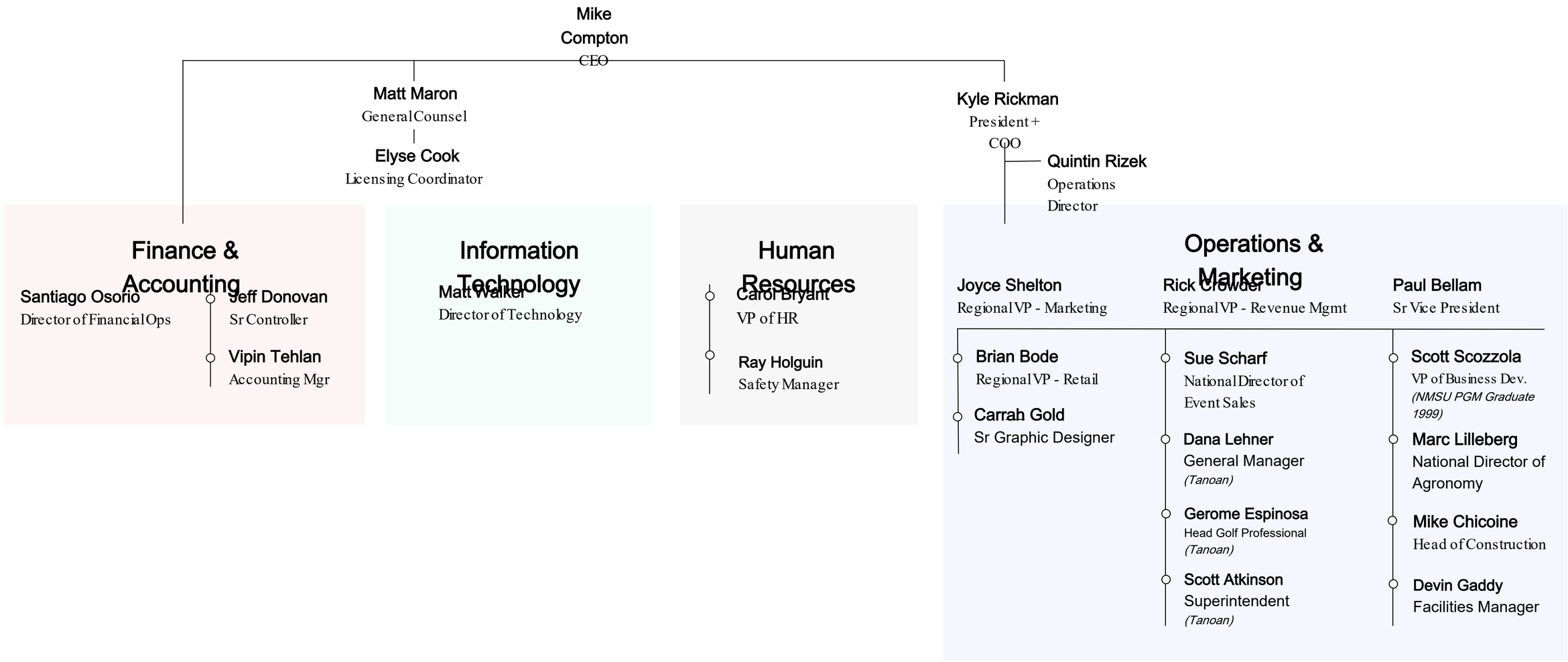
Our retail operation generates reliable, growing revenue for facilities we manage, $8.3M portfolio-wide in 2025, up 6% year-over-year, with $2M+ in centrally managed inventory keeping costs disciplined and shelves stocked.

Marketing

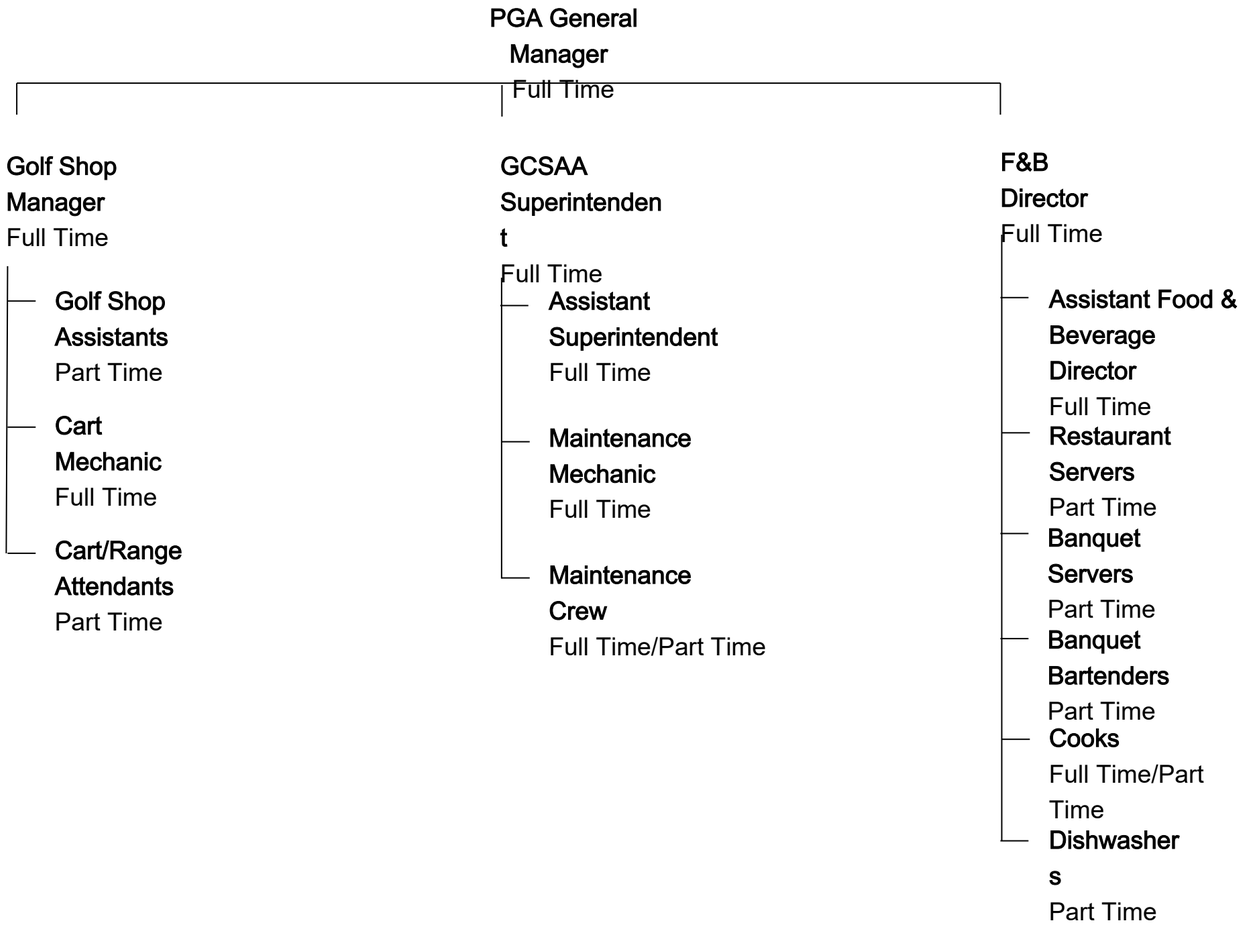
From web presence to local campaigns, our marketing team designs custom strategies to increase visibility, fill tee sheets, and attract more people to hosted events.

Direct Support Team

Desert Lakes will benefit from a dedicated on-site GM and Superintendent, backed by a 20+ person corporate support team



Projected Staffing Plan



American Golf is committed to prioritizing local Alamogordo area hiring across all positions.

Maintenance Standards

Our expectation is to revitalize the golf course conditions, opening the facility 7 days a week, while generating savings to the City of Alamogordo.

Revitalization of Golf Course

Establishing a method &frequency of routine maintenance practices, anchored by superintendent-led accountability and monthly improvement plans for courses falling short of segmentation standards.

Open 7 Days a Week

Consistent maintenance scheduling ensures courses remain open daily, delivering reliable course quality, better playing conditions, and maximum player availability.

Expense Savings

One sole source operator creates strong synergy across operations. Driving expense savings through purchasing power, payroll efficiencies, and standardized business drivers applied portfolio-wide.

The Players Club

A Membership Program Built for Public Golf Success

The Players Club is a loyalty platform built to recognize and reward your most engaged golfers. Members receive meaningful benefits and incentives that encourage repeat rounds, deeper engagement, and lasting loyalty - helping courses drive consistent play without discounting or losing pricing control and generating recurring monthly revenue.

Exclusive member pricing and value-added perks such as:

- Free Bucket of Range Balls Daily
- One Beverage Included with Each Paid Round
- Discounted Green Fees or Cart Fees
- Discounted Food & Beverage
- Merchandise Discounts
- Exclusive Member Events & Tournaments
- Member Golf Clinics
- Opportunity for Technology-Oriented Experiences on Driving Range

Marketing

What We Deliver

Social Media & Digital Reach

- Tailored content for Facebook, Instagram, TikTok, Google, and LinkedIn

Print Collateral

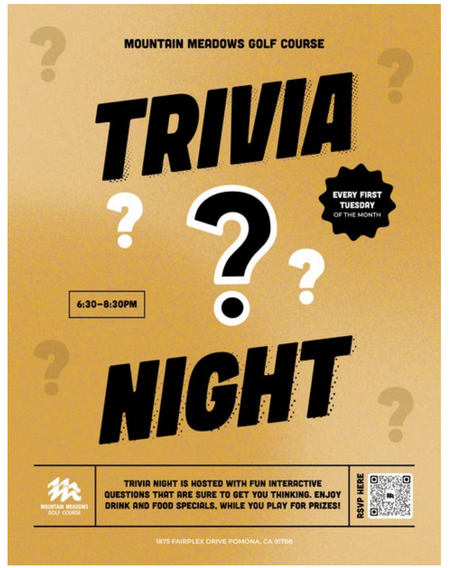
- Scorecards, signage, menus, brochures, promos, and more
- 1,500+ custom collateral pieces produced annually
- Streamlined design + print workflows

Websites & Landing Pages

- High-converting, mobile-optimized websites
- SEO-driven visibility and traffic

Brand & Revenue Growth

- Marketing roadmaps aligned to each property's goals
- Targeted campaigns for F&B, events, memberships, and tournaments



Cost Proposal

Project to deliver $300,000+ of Net Cashflow to the City over the Initial 4-Year Term

1. **What the City Can Expect**
   - We target breakeven in Year 1, with returns growing through Year 4
   - By Year 5, we project to generate over $200,000 annually in net cashflow to the City

1. **American Golf Management Fee**
   - $100,000 / year ($8,333.33 / month)
   - Incentive fee of 20% on net cashflow, aligning incentives

Pro Forma

$ in 000's	Historicals Desert Lakes 2023 A	2024 A	2025 A	Projections Desert Lakes Year 1	Year 2	Year 3	Year 4	Year 5
Rounds Played	41k	39k	37k	39k	41k	43k	45k	47k
Green Fees, Cart Fees, Range Revenue	702	706	674	743	819	903	995	1,097
Merchandise Sales	200	160	120	126	132	139	146	153
Tournament Revenue	18	18	18	19	20	21	22	24
Event Revenue	62	62	62	65	68	71	75	79
F&B Revenue	1,049	906	893	938	985	1,034	1,086	1,140
Other Revenue	330	302	243	255	268	281	295	310
Gross Revenue	**2,361**	**2,154**	**2,010**	**2,146**	**2,292**	**2,450**	**2,619**	**2,803**
Rev growth YoY				*7%*	*7%*	*7%*	*7%*	*7%*
Food & Beverage COGS				253	266	279	293	308
as % of F&B Revenue				*27%*	*27%*	*27%*	*27%*	*27%*
Merchandise COGS				82	86	90	95	100
as % of Merch Revenue				*65%*	*65%*	*65%*	*65%*	*65%*
COGS				**335**	**352**	**369**	**388**	**407**
Total Payroll				989	1,025	1,063	1,102	1,143
Total Payroll Cost				**989**	**1,025**	**1,063**	**1,102**	**1,143**
as % of Revenue				*46%*	*45%*	*43%*	*42%*	*41%*
General & Administrative				168	173	178	183	189
Facilities and Supplies				100	103	106	109	113
Repairs and Maintenance				215	222	228	235	242
Marketing				2	2	2	2	2
Utilities				147	151	156	160	165
Technology				16	17	18	19	20
Total Course Expenses				**648**	**667**	**688**	**709**	**730**
as % of Revenue				*30%*	*29%*	*28%*	*27%*	*26%*
EBITDAR				**174**	**248**	**329**	**421**	**522**
EBITDAR %				*8%*	*11%*	*13%*	*16%*	*19%*
Insurance				83	87	91	96	101
Management Fees				100	100	100	100	100
EBITDA				**(9)**	**60**	**138**	**225**	**322**
EBITDA %				*nm*	*3%*	*6%*	*9%*	*11%*
Incentive Fee				-	12	28	45	64
Free Cashflow				**(9)**	**48**	**110**	**180**	**257**
FCF Margin (operations)				*nm*	*2%*	*5%*	*7%*	*9%*

City of ALAMOGORDO

DESERT LAKES

KemperSports

YOUR PASSION. OUR PURPOSE.

What Makes Us **Different**

Passion is our
Purpose.

We prioritize
Transparency.

We put your
Brand first.

We elevate the
Experience.

We maintain a disciplined
Client Capacity Model.

The success with **Our approach**

We consistently **achieve a higher NPS score than industry standard** based on client surveys.

NET PROMOTER SCORES

77	STARBUCKS
69	KemperSports
67	NETFLIX
61	APPLE
58	CHICK-FIL-A
52	HARLEY DAVIDSON
44	PROFESSIONAL SERVICES BENCHMARK
38	AIRBNB
35	COSTCO

45+ Years of Service
Our first client in 1978 is still a client today.

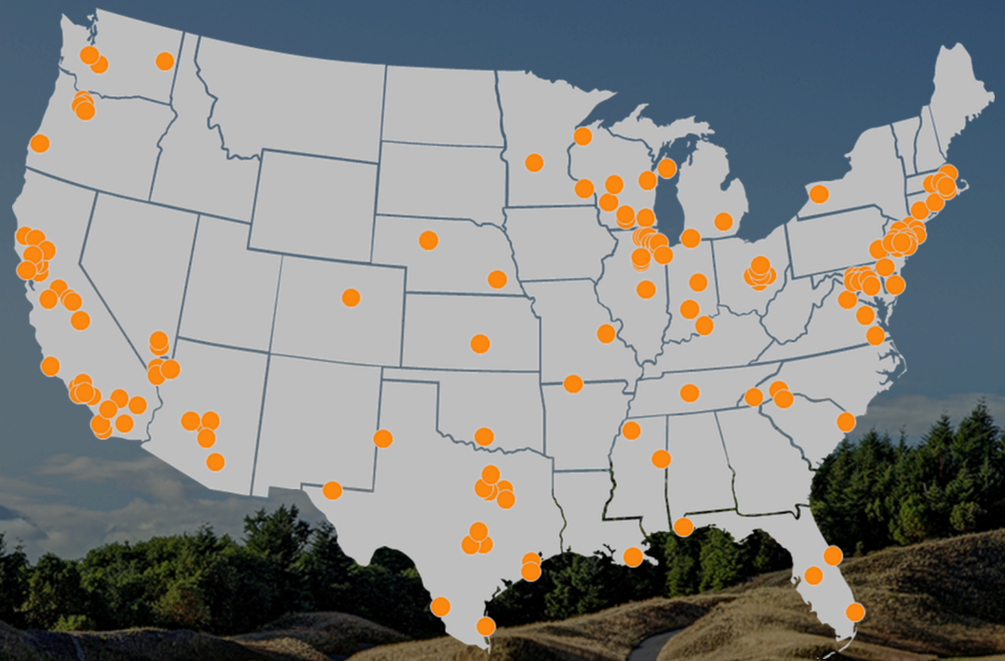
10+ Years
Average tenure of our clients

91% of our Clients
Rate our value as Good or Excellent

98% Retention Rate
We focus on a long-term partnership

200+ Partners
We manage properties in 30+ states

70+ Municipal Partners
We are experts in municipal golf courses



Bandon Dunes · Lido · Chambers Bay · Lake of Isles · City of Portland, Oregon 1851 · Morris County, NJ Established 1738 · City of Enchantment Lake Jackson, Texas · Colonial Park Golf Course · Painted Dunes Desert Golf Course · Quarry Pines Golf Club · streamsong

Our approach to **Operations**

KemperSports approaches management as a true partnership with City leadership, grounded in transparency, consistent communication, and alignment with the community's goals. Our approach is designed to support informed decision-making, operational efficiency, and proactive problem-solving, while fully respecting public oversight and municipal processes. We believe the most successful municipal facilities are those where management and City stakeholders work collaboratively, with a commitment to delivering an accessible, high-quality golf experience that serves residents and ensures long-term sustainability of the asset.

Our plan for **Desert Lakes**

1. Enhance the Product

- Improve conditions
- Agronomic plan
- Better equipment
- Environmentally friendly
- Utilize procurement benefits

2. Maximize the Experience

- Implement Training - **True**Service
- Enhance offerings
- Repeatable expectations
- Increase brand reputation
- Survey & Train - **True**Review

3. Community Integration

- Programming, clinics, & events
- Plan & be proactive
- Coordinate with City programs & local organizations
- Increase access - **True**Demand
- Track & improve

4. Financially Stable & Future Planning

- Focus on delivering sustainable results
- Utilize procurement savings
- Balance access with profitability
- Ideate future needs & capital planning
- Timely reporting

5. Be an Optimal Partner

- An accountable steward for the City
- Prioritize communication
- Be present and available
- Provide controls
- Operate as if we were the owner

Important **Milestones**

KemperSports

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/19/2026 **Report No:** 4.

Submitted By: Beau Dylan Aleshire

Subject: Approve the minutes for the Regular Commission Meeting on March 10, 2026, and the Special Meeting on March 17, 2026. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background:

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR DRAFT MEETING MINUTES
6:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
March 10, 2026

SHARON MCDONALD, MAYOR
JOSHUA RARDIN, MAYOR PRO-TEM
BAXTER PATTILLO, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
WARREN ROBINSON, COMMISSIONER
AL HERNANDEZ, COMMISSIONER
MARK TAPLEY, COMMISSIONER
STEPHANIE HERNANDEZ, ACTING CITY MANAGER
DARRELL MORI, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK

CALL TO ORDER & ROLL CALL

Mayor McDonald called the meeting to order at 6:30 PM. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Pastor Dusty Marshall of The Well Church, and the Pledge of Allegiance was led by Commissioner Tapley.

APPROVAL OF AGENDA

Commissioner Robinson moved to approve.
Commissioner Rardin seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

PRESENTATIONS

1. Alamogordo Police Department presentation and update of ACOMM Center (Dispatch). ***(David Kunihiro, Police Chief, and Hilton Chapman, ACOMM Manager)***

Police Chief Kunihiro and ACOMM Manager Chapman gave their presentation.

Staffing

Commissioner Robinson asked where the dispatchers got their certification training. Police Chief Kunihiro said the most recent group went to Santa Fe for a three-week academy, but there are other satellite academies around the state. Commissioner Robinson asked when everyone should be certified. Police Chief Kunihiro said they had one year from the date of hire to become certified.

Digital Trunk Radio System (DTRS)

Commissioner Hernandez asked who would be on this radio system. Police Chief Kunihiro said the Alamogordo Police Department and the Alamogordo Fire Department. Commissioner Hernandez asked if there was a secondary system in case they needed to reach out to someone. Police Chief Kunihiro said our backup system is the traditional LMR system we already have. For example, for the Sheriff's Office, we can switch a channel and be on the LMR system. Commissioner Hernandez asked if that included AMR as well. Police Chief Kunihiro said yes.

Emergency Services IP Network (ESINET)

Commissioner Pattillo asked how the tech support would work for this. ACOMM Manager Chapman said this is all done via Motorola. Everything is in the cloud, and Motorola watches in real-time. We can also submit trouble tickets for trouble. If the 911 system does go down, there are multiple backups that can be set up anywhere in the state.

Carbyne

Commissioner Burnett asked if this worked with multiple languages. ACOMM Manager Chapman said yes sir. I believe it is around fifty languages. Commissioner Hernandez asked if this was a computerized voice or an actual voice. ACOMM Manager Chapman said it would be a computerized voice, like an AI voice. They are in the process of making it sound like the caller's voice. Commissioner Hernandez said those can sometimes be hard to understand. ACOMM Manager Chapman said when they did a demo for it, there was an issue where the caller would also hear your voice in English as well, but they have since gotten rid of that. Now it is just the AI translator.

Priority Dispatch

Commissioner Burnett asked how many past dispatchers came back. ACOMM Manager Chapman said four. Commissioner Robinson said that if we received a bomb threat, would this system allow us to determine where the caller is calling from? ACOMM Manager Chapman said no, that would be something through the 911 system, which pumps information directly into Carbyne. We would get additional information. Police Chief Kunihiro said that does not always prevent the criminal element from disguising itself, so it is not always one hundred percent accurate. Commissioner Robinson asked if this was one of the best systems in New Mexico. ACOMM Manager Chapman said not just in New Mexico, but also internationally. Regarding bomb threats, within the next week, we are going live with our Genesis System. When the bomb threat happened, I was able to send out a notification to anyone within the Genesis System, and anyone signed up with the App would have gotten that notification. We will be able to push that information out in real-time to the citizens of Alamogordo.

Other Questions

Commissioner Pattillo asked what challenges have been experienced or foreseen with the transition. ACOMM Manager Chapman said initial challenges were just dealing with the County due to differences of opinion. Now things are smoothing over with the current Acting Director of TBRDA.

Commissioner Hernandez asked if this project's budget was on track. ACOMM Manager Chapman said yes sir.

Commissioner Tapley asked when everything would go live. Police Chief Kunihiro said he did not believe everything would be going 24/7 by April 1st. We do not have the staffing for it. My recommendation is the June 1st timeframe, which will get us through a second academy in April. There are other challenges with vendors and the timelines of things installed. Commissioner Tapley asked how that affected TBRDA. Acting City Manager Hernandez said City Attorney Mori would be writing a letter, but there is better cooperation now. I do not think that should cause any issues. They are low on staffing as well, so our dispatchers helping theirs is mutually beneficial.

Mayor Pro-Tem Rardin asked what the total cost of the transition was. Police Chief Kunihiro said he did not have information regarding salaries and benefits, but we are at $2,500,000 for everything. Mayor Pro-Tem Rardin asked if that would be an annual recurring expense. Police Chief Kunihiro said there will be recurring costs, but a lot of that is already in the $2,500,000 for two or three years, depending on software and maintenance fees. We tried to do two to three-year commitments, whereafter if there needs to be changes, we can do that. Acting City Manager Hernandez said we had the choice in some costs to do it either all up front or over a few years. Doing it over a few years came with things like warranties and having people who would do troubleshooting. We are spreading costs over two to three years. Mayor Pro-Tem Rardin asked if we currently owed Otero County any back money on TBRDA. City Attorney Mori said some of this will be an executive session item, but there is some dispute as to what the City and County feel about what has been owned or paid. Legal discourse needs to happen between the City and the County. Mayor Pro-Tem Rardin asked for a ballpark amount. Acting City Manager Hernandez said we owe for this year; there is no doubt about that. There are legal matters I cannot discuss on the record right now.

PUBLIC COMMENT

Rudy Contreras said he was here to advocate for the appointment of Acting City Manager Hernandez to City Manager. The other candidate is from Texas, does not have any connection to Alamogordo, and does not have a squeaky-clean record. He served as the City Manager of Dickinson, Texas, from July 21st to February 25th. He left because of different controversies and allegations.

Kim Great White Owl Murillo asked Commissioner Hernandez to step down if his agenda was not for the greater good. I support Dr. Hernandez to be City Manager. I also raise concerns about the Police and $1,000,000 dashboard cameras, and why they turn off at certain times.

CITY MANAGER'S REPORT

Acting City Manager Hernandez made the following comments:

1. We have once again received the Altus Award, marking our second recognition. The first in 2023 and now again in 2025. This award reflects the strong relationship between the City and Holloman Air Force Base, not only at the leadership level but through the close connection between our airmen, their families, and our community. I also want to recognize the Alamogordo Chamber of Commerce for its work on the application. The Altus submission is a heavy lift with over one hundred pages with extensive documentation and community input. The Chamber took on the responsibility of compiling the application, which removed a considerable burden from both the City and Holloman. We anticipate hosting a celebration at the Civic Center on May 21, pending confirmation of the generals' availability from Washington. Once confirmed, I will send a calendar invitation.
2. The City is wrapping up negotiations with the APSOA union. The negotiating teams have reached an agreement, and I understand that the APSOA membership has voted to ratify the contract. Our employment law attorney, Dina Holcomb, will attend a future Commission meeting to present the agreement for formal approval. In previous years, Fire and Police were represented under APSOA. However, last fiscal year, the Fire Department selected to separate and establish its own union under the International Association of Fire Fighters. Negotiations with the fire union are still ongoing. The transition and separation of representation created some delays in the negotiation process for both unions.
3. Since January 2025, staff have been working on updates to the subdivision ordinance and the broader Planning and Zoning ordinance rewrite. One of the consistent concerns raised during outreach has been the complexity of the development process, including the number of departments developers must work with. At the same time, we have faced ongoing recruitment challenges, including multiple unsuccessful recruitments for a Civil Engineer, City Planner, and a second Assistant City Planner. Based on stakeholder feedback, consultant recommendations, and a cost-benefit review, we are in a good position to re-establish a Community Development Department that would oversee Engineering, Planning, and Zoning to streamline the development process. A formal item will come before the Commission in a future meeting.
4. At the next meeting, several things will happen. Clinton from the New Mexico Municipal League will be present to provide Commissioner training. We will also have Mike Bradley give a presentation about the current status of the Golf Course. Bidders will present their proposals regarding the Golf Course. Under New Business, the Commission will have the opportunity to consider and potentially award the bid.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Commissioner Tapley said that the owner of the local McDonalds, Josh Ramsey, wished to express his gratitude to the Fire Department for responding so quickly this morning. Acting City Manager Hernandez said she would let them know. Commissioner Tapley said the bowling recently had their first tournament, and it was highly successful. Mayor Pro-Tem Rardin said Mr. Ramsey also reached out to me and praised the Fire Department. He said they were very professional, and it was a design flaw.

Mayor McDonald said that when we previously went up for Otero County Days in Santa Fe, I followed up with our ICIP letter about what the City was asking for. They won't announce that until next week, but I wanted to let the Commission know that I sent it to everyone on the Panel. Once the announcement goes out next Friday, we will know what the City of Alamogordo will be awarded, like fishing access and day-use reopening at Bonito Lake, maintaining and beautifying the exterior of City buildings, procurement of Police Department vehicles and equipment, a plan-design-construct of the Zoo perimeter, including fenced-in runs as needed, and Dry Canyon Arroyo Improvements Phase 1. On March 2nd, thirty-nine honorary Holloman Air Force Base Commanders were named from the City of Alamogordo, which included myself, Acting City Manager Hernandez, and former Commissioner Sikes. I attended the Sendero Apartments Groundbreaking Ceremony on March 3rd. It will be able to house ninety airmen by the end of this year. While there, I was put in contact with the Regional Finance Manager for Southeastern New Mexico, who stated they are looking for developers, contractors, and non-profit organizations to apply for State funds of $100,000,000. We wish to see what we can do here, like the MRA, to see what our City needs to grow, or the Comprehensive Plan for the City. Last Friday, I attended the 2025 Annual Wing Mania Ceremony at Holloman

Air Force Base. Contractors were awarded recognition. I can really see the relationship that Alamogordo has fostered with Holloman Air Force Base.

CONSENT AGENDA

2. Approve the minutes for the Regular Commission Meeting on February 24, 2026, and also the Special Commission Meetings on March 2, March 3, and March 4, 2026. ***(Rachel Hughs, City Clerk)***

3. Approve the statements related to the Executive Closed Sessions of the Special Meetings held on March 2, March 3, and March 4, 2026. ***(Rachel Hughs, City Clerk)***

4. Investment Report for the quarter ending Dec 31, 2025, in accordance with the City of Alamogordo Investment Ordinance. ***(Evelyn Huff, Finance Director)***

5. Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of $120,000, to purchase and install a columbarium at Monte Vista Cemetery. ***(Debbie Osborne, Grant Coordinator)***

6. Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of $550,000, to plan, design, renovate and construct a building at the Alamogordo Family Recreation Center. ***(Debbie Osborne, Grant Coordinator*****)**

7. Consider, and act upon, acceptance of a grant agreement between the State of New Mexico, Department of Finance & Administration, and the City of Alamogordo, in the amount of $1,064,700.00, to purchase and equip body cameras and to purchase and install dashboard cameras for Alamogordo Police Department. ***(Debbie Osborne, Grant Coordinator)***

8. Consider, and act upon, Resolution 2026-07 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of March 10, 2026. ***(Evelyn Huff, Finance Director)*** **(Roll Call Vote Required)**

9. Consider, and act upon, Resolution No. 2026-08, authorizing the Submission of an Application to the New Mexico Department of Transportation Project Fund for the South Florida Avenue Construction and Construction Management Project (Panorama Boulevard to 1st Street) for the FY2026 Funding Cycle. ***(Jimmy Vargas, Public Works Director)*** **(Roll Call Vote Required)**

Mayor Pro-Tem Rardin moved to approve the Consent Agenda.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ITEMS REMOVED FROM CONSENT AGENDA

None.

NEW BUSINESS

10. Consider, and act upon, appointing a board member and alternate to the Southeast Regional Transportation Planning Organization (SERPTO). ***(Rachel Hughs, City Clerk)***

City Clerk Hughs said SERPTO is asking for the appointment of a board member and alternate for the next two years. The Representative position became vacant when the former City Planner retired. When a vacancy occurs, the member reverts to the Mayor until someone is appointed. Commissioner Tapley currently serves as the Alternate

position. The meetings are held in rotating locations every two to four months. Past locations have included Ruidoso, Roswell, Carlsbad, and Vaughn.

Mayor Pro-Tem Rardin asked if it needed to be a staff member or a Commissioner. City Clerk Hughs said it could be either. Acting City Manager Hernadez said it was typically one Commissioner and one staff member, but it could be two Commissioners or two staff members. Mayor Pro-Tem Rardin asked if we had any staff member in the department who could do that. City Clerk Hughs said they meet at the same times as the New Mexico DOT and District Two meet. Each municipality designates representatives and alternates, who are typically representatives or public works staff.

Commissioner Tapley said he would need to be removed from the Alternative position, but he would like to nominate Commissioner Robinson for that position.

Commissioner Burnett said he needed to know if it was during the day or on weekends. Acting City Manager Hernandez said it is usually during the day and week. City Attorney Mori said their website states that meetings are scheduled by the Committee at the end of each meeting. Meetings start at 10 AM unless otherwise specified on a meeting agenda. Commissioner Burnett said that rules him out. Acting City Manager Hernandez said putting Public Works Director Vargas in there as the Representative makes sense, and Commissioner Robinson can be the Alternate. Acting City Manager Hernandez said the Commission needs to vote to put in a Commission member as the Alternate, but I can just put in the staff member as the Representative.

Commissioner Tapley moved to appoint Commissioner Robinson to the Alternate position of SERPTO.
Commissioner Hernandez seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

11. Consider, and act upon, appointing a board member to the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) Board. ***(Rachel Hughs, City Clerk)***

City Clerk Hughs said this is an external board that is requesting a board member for the next two years. Mayor Payne was a previous board member. The meetings are quarterly and normally held in Roswell. For the last twelve years, the City of Alamogordo has annually contributed $9121 to this. Their mission is to strengthen the region's economic base, which is responsible for providing quality jobs to the area residents. This is a nonprofit involved in business development, business retention, community and facilities planning, economic development, grant assistance, human resources development, landwater management planning, legislative initiatives, transportation planning and development, and urban and regional planning.

Acting City Manager Hernandez asked if it was necessary for us to be on this. I have not seen any benefit from it. City Clerk Hughs said it is not necessary, but we are paying a membership fee and contributions. Commissioner Robinson asked who the representatives were in the past. City Clerk Hughs said it was Mayor Payne, and before that, I believe it was Commissioner Hernandez. Commissioner Hernandez said if there is no one else, I will volunteer for this. I have done this for several years.

Commissioner Hernandez moved to appoint Commissioner Hernandez as the board member.
Mayor Pro-Tem Rardin seconded the motion.
Motion Passed with a vote of 6 - 0 - 1. Commissioner Hernandez abstained.

EXECUTIVE SESSION

12. Recess into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: Limited Personnel Matters (Hiring of the City Manager) and 10-15-1(H)(7) Pending Litigation: Case D-1215-CV-2022-00434. (Roll Call Vote Required)

Commissioner Rardin moved to Recess to Executive Session at 7:45 PM.
Commissioner Robinson seconded the motion.

DRAFT

Motion Passed with a vote of 7 - 0 - 0.

RECONVENE INTO OPEN SESSION

Commissioner Hernandez moved Reconvene into Open Session at 10:11 PM
Commissioner Robinson seconded the motion.
Motion passed with a vote of 7 - 0 - 0 .

13. Action, if any, related to Limited Personnel Matters. (Roll Call Vote Required)

Mayor Pro-Tem Rardin said depending on the action taken tonight, do we have to vote? Or do we just give you direction based on what was discussed? City Attorney Mori said you do not have to take an action if there is no official action. You can give directions based on what was discussed in there. The decision does not have to be made at this point. Mayor Pro-Tem Rardin said let's say the consensus was to hire one of the candidates. Would the direction be for the staff to enter into contract negotiations with that candidate, and not to vote on that? Then, when the contract comes up, that is when we will actually vote? Commissioner Burnett said we would just have to vote on whether we are hiring or not. City Attorney Mori said my thought is, you would move to hire candidate A or candidate B. Mayor Pro-Tem Rardin said so it is an actionable item. City Attorney Mori said based on that, we will proceed. Then that's when the negotiation part proceeds regarding the type of offer you wish to make. Then it is up to the candidate to either accept or enter into negotiations. Mayor Pro-Tem Rardin said once that contract is put together, that is when it will be put on the next agenda to vote on. City Attorney Mori said yes.

Commissioner Tapley moved to enter into a contract with Stephanie.

Commissioner Burnett said no, hire. Mayor McDonald said hire. Mayor Pro-Tem Rardin said hire.

Commissioner Tapley said to hire Dr. Hernandez.

Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ADJOURNMENT

Mayor Pro-Tem Rardin moved to adjourn at 10:16 PM.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ATTEST: Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on March 24, 2026.

DRAFT

CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION SPECIAL DRAFT MEETING MINUTES
5:30 PM, DONALD E. CARROLL COMMISSION CHAMBERS
March 17, 2026

SHARON MCDONALD, MAYOR
JOSHUA RARDIN, MAYOR PRO-TEM
BAXTER PATTILLO, COMMISSIONER
STEPHEN BURNETT, COMMISSIONER
WARREN ROBINSON, COMMISSIONER
AL HERNANDEZ, COMMISSIONER
MARK TAPLEY, COMMISSIONER
STEPHANIE HERNANDEZ, ACTING CITY MANAGER
DARRELL MORI, CITY ATTORNEY
RACHEL HUGHS, CITY CLERK

CALL TO ORDER & ROLL CALL

Mayor McDonald called the meeting to order at 5:30 PM. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present.

INVOCATION & PLEDGE OF ALLEGIANCE

The Invocation was given by Commissioner Robinson, and the Pledge of Allegiance was led by Commissioner Patillo.

APPROVAL OF AGENDA

Commissioner Tapley moved to approve.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

EXECUTIVE SESSION

1. Recess into Executive Closed Session in compliance with 10-15-1(H)(2) NMSA (as amended) to discuss: Limited Personnel Matters (Hiring of the City Manager). (Roll Call Vote Required)

Commissioner Robinson moved to Recess to Executive Session at 5:33 PM.
Commissioner Burnett seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

RECONVENE INTO OPEN SESSION

Commissioner Robinson moved to Reconvene into Open Session at 7:00 PM.
Commissioner Burnett seconded the motion.
Motion passed with a vote of 7 - 0 - 0.

2. Action, if any, related to Limited Personnel Matters. (Roll Call Vote Required)

Mayor McDonald said we have agreed to enter into contract negotiations with our legal counsel for the contract for the City Manager. Mayor Pro-Tem Rardin asked if a motion was needed for that. City Attorney Mori said no, that was just direction to give transparency. There is no action actually being taken.

ADJOURNMENT

Commissioner Burnett moved to adjourn at 7:02 PM.
Commissioner Robinson seconded the motion.
Motion Passed with a vote of 7 - 0 - 0.

ATTEST:

Mayor Sharon McDonald

City Clerk Rachel Hughs

(Prepared by Dylan Aleshire, Deputy Clerk)
Approved at the Regular Meeting held on March 24, 2026.

DRAFT

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/18/2026 **Report No:** 5.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, Resolution 2026-09 requesting written approval from the Local Government Division of the Department of Finance and Administration, State of NM for the revised budget numbers computed as of March 24, 2026. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: Beginning Cash Balances - $96,403,576
Revenues - $7,761 increase
Expenditures - $4,127,627 Increase
Transfers In - $0 change
Transfers Out - $0 change

Recommendation: Approve the Resolution Request

Background: The City Commission adopted the FY 2025-2026 budget on July 30, 2025. Resolution 2026-07 amends the budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of the revisions are attached for your review.

RESOLUTION NO. 2026-09

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2025-2026.

WHEREAS, the City of Alamogordo, New Mexico wishes approval to change some of the budget line-item figures of various funds; and

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written final approval to the City of Alamogordo, New Mexico's annual preliminary budget on June 30, 2025, for fiscal year 2025-2026; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated the additional resources and expenditures for fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2025-2026 be and hereby is revised as of March 24, 2026, to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2025-2026.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on March 24, as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2025-2026.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 24th day of March 2026.

CITY OF ALAMOGORDO, NEW MEXICO,
A NEW MEXICO MUNICIPAL CORPORATION

By: _____
Sharon McDonald, Mayor

ATTEST:

_____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

_____
Darrell Mori, City Attorney

ALL FUNDS SUMMARY
BUDGET 2025-2026

1/12TH REQ RSRV
2,023,172
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
819,587

FUND NO.	FY 2025-2026 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	10,793,460	30,769,897	2,678,063	16,651,858	(13,973,795)	24,278,058	3,311,504	2,491,917	819,587
12	INTERNAL SERVICE FUND	306,878	319,738	6,764,179	0	6,764,179	7,300,262	90,533		$90,533
15	CORRECTIONS-JAIL	53,672	42,000	62,500	0	62,500	157,781	391		$391
16	LODGER'S TAX-PROMOTIONAL FUND	28,217	0	275,000	0	275,000	302,525	692		$692
17	POLICE COURT BOND	8,638	0	0	0	0	0	8,638		$8,638
19	COURT AUTOMATION FUND	39,730	0	0	0	0	0	39,730		$39,730
20	LODGER'S TAX-CITY	52,739	33,025	484,361	0	484,361	568,892	1,233		$1,233
21	D.A.R.E. DONATIONS FUND	9,417	2,000	50,000	0	50,000	61,417	(0)		($0)
24	GRANT CAPITAL IMPROVEMENT	(0)	10,907,495	2,895,173	0	2,895,173	12,327,232	1,475,436		$1,475,436
27	MUNICIPAL COURT OPERATIONS	0	8,000	535,000	0	535,000	541,156	1,844		$1,844
28	POLICE CONTINGENCY	71,295	1,820	0	0	0	10,000	63,115		$63,115
31	CEMETERY-PERPETUAL CARE	856,809	39,016	0	42,735	(42,735)	0	853,090		$853,090
32	COMMUNITY SERVICES	3,687	737,879	6,588,407	0	6,588,407	7,326,999	2,974		$2,974
33	FIRE PROTECTION	2,187,055	1,196,388	0	0	0	3,383,398	45		$45
35	HIDTA GRANT FUND	0	20,200	0	0	0	20,200	0		$0
36	LAW ENFORCEMENT FUND	75,399	167,000	0	0	0	242,399	0		$0
37	STATE HIGHWAY FUND	164,736	33,395	0	0	0	7,920	190,211		$190,211
38	TRAFFIC SAFETY FUND	96,610	16,628	0	0	0	86,058	27,180		$27,180
39	STATE JUDICIAL	17,876	20,000	0	0	0	20,000	17,876		$17,876
42	1984 GROSS RECEIPTS TAX	2,684,010	2,621,431	0	3,156,706	(3,156,706)	44,206	2,104,529	252,119	$1,852,410
44	TRANSPORTATION FUND	825,277	1,285,797	3,076,336	507,737	2,568,599	4,641,585	38,088		$38,088
48	NEW MEXICO C.D.B.G.	0	0	0	0	0	0	0		$0
49	1986 GROSS RECEIPTS TAX	6,684,978	2,700,508	0	4,943,062	(4,943,062)	1,149,699	3,292,725	268,391	$3,024,334
50	PROPERTY ACQUISITION	85,010	0	0	0	0	0	85,010		$85,010
53	GENERAL OBLIGATION	1,107,017	1,298,051	0	0	0	1,255,070	1,149,998	557,029	$592,969
54	REVERSE OSMOSIS PROJECT RSV	20,950	0	9,431	0	9,431	9,431	20,950		$20,950
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	267,593	0	267,593	267,593	0		$0
59	REVENUE BOND P & I FUND	0	0	2,427,668	0	2,427,668	2,427,668	0		$0
61	MUNICIPAL INFRASTRUCTURE .0625%	2,788,565	702,890	0	1,435,554	(1,435,554)	11,052	2,044,849		$2,044,849
63	COMMUNITY DEVELOPMENT	2,133	26,863	1,208,140	53,051	1,155,089	1,183,176	909		$909
69	1994 GROSS RECEIPTS	5,860,986	2,673,776	0	2,083,919	(2,083,919)	44,206	6,406,637	553,051	$5,853,586
71	ALAMO SENIOR CENTER	2,294	787,258	1,085,915	0	1,085,915	1,873,567	1,900		$1,900
74	ALAMO SENIOR CENTER GIFT	116,405	10,018	0	0	0	30,269	96,154		$96,154
75	RETIRED & SENIOR VOL. PROGRAM	6,434	92,057	41,990	0	41,990	136,336	4,145		$4,145
81	WATER/SEWER OPERATING	17,997,605	45,661,379	3,360,435	3,790,374	(429,939)	54,671,507	8,557,538	3,504,403	$5,053,135
82	98 JT WATER/SEWER BOND P&I	43,131	0	3,383,045	0	3,383,045	3,383,045	43,131		$43,131
86	SOLID WASTE COLLECTION SYS.	1,539,752	2,592,809	0	98,694	(98,694)	2,814,852	1,219,015	178,583	$1,040,432
88	BONITO CAMPGROUND	457,453	11,590	0	0	0	237,827	231,216		$231,216
89	ESGRT .0625%	2,394,896	700,153	0	1,000,000	(1,000,000)	635,052	1,459,997		$1,459,997
90	GOLF COURSE	1,478	1,412,025	878,544	0	878,544	2,289,380	2,667		$2,667

ALL FUNDS SUMMARY
BUDGET 2025-2026

1/12TH REQ RSRV
2,023,172
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
819,587

FUND NO.	FY 2025-2026 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
91	AIRPORT	0	1,328,407	240,890	0	240,890	1,186,626	382,671		$382,671
94	OTERO GREENTREE REG LANDFILL	5,570,829	1,445,016	0	0	0	4,599,842	2,416,003		$2,416,003
96	SELF-INSURED FUND	228,046	57,075	0	0	0	127,868	157,253		$157,253
98	PAYROLL CLEARING	244,581	0	0	0	0	0	244,581		$244,581
104	UTILITY DEPOSITS	721,997	0	0	0	0	0	721,997		$721,997
105	ECONOMIC DEVELOPMENT	3,994,847	50,000	0	385,000	(385,000)	2,725,000	934,847		$934,847
107	SELF INSURED/LIABILITY	891,276	22,484	0	0	0	450,000	463,760		$463,760
109	2004 GRT CAPITAL OUTLAY	19,728,390	5,583,051	0	2,378,050	(2,378,050)	13,358,440	9,574,951	534,452	$9,040,499
114	SIDEWALKS REVOLVING LOANS	948	0	0	0	0	0	948		$948
115	CORP ESCROW ACCOUNT RESERVE	1,000	0	0	0	0	0	1,000		$1,000
119	2012 GRT REF/IMP REVBD	36,124	3,401	0	0	0	21,474	18,051		$18,051
121	2015 GO BONDS-FUN CENTER	97,257	3,029	0	0	0	0	100,286		$100,286
122	2015 GO BONDS-STREETS	188,457	5,869	0	0	0	0	194,326		$194,326
124	AMERICAN RESCUE PLAN ACT	2,613,888	165,228	0	0	0	2,206,062	573,054		$573,054
125	CANNABIS GRT	301,796	290,534	0	500,000	(500,000)	15,637	76,693		$76,693
126	OPOID FUNDS	0	342,663	814,615	100,545	714,070	0	1,056,733		$1,056,733
127	QUALITY OF LIFE CAPITAL	4,399,550	1,354,145	0	0	0	4,022,104	1,731,591		$1,731,591
	TOTALS FY2026	**96,403,577**	**117,541,988**	**37,127,285**	**37,127,285**	**0**	**162,452,871**	**51,492,694**	**8,339,945**	**43,152,749**

ALL FUNDS SUMMARY

BUDGET 2025-2026

1/12TH REQ RSRV
2,023,172
1/12TH REQ RSRV
0
Fund Reserve Policy
468,745
Bal. Remaining
819,587

FY26 BUDGET - RESOLUTION 2026-09 (#9) March 24, 2026

FUND NO.	FY 2025-2026 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	10,793,460	30,769,897	2,678,063	16,651,858	(13,973,795)	24,128,058	3,461,504	2,491,917	969,587
	#2026-1294 Planning and Zoning Support					0	150,000	(150,000)		(150,000)
	Total Revised Fund 11	**10,793,460**	**30,769,897**	**2,678,063**	**16,651,858**	**(13,973,795)**	**24,278,058**	**3,311,504**	**2,491,917**	**819,587**
12	INTERNAL SERVICE FUND	306,878	319,738	6,764,179	0	6,764,179	7,300,262	90,533		90,533
	Total Revised Fund 12	**306,878**	**319,738**	**6,764,179**	**0**	**6,764,179**	**7,300,262**	**90,533**		**90,533**
15	CORRECTIONS-JAIL	53,672	42,000	62,500	0	62,500	157,781	391		391
	Total Revised Fund 15	**53,672**	**42,000**	**62,500**	**0**	**62,500**	**157,781**	**391**		**391**
16	LODGER'S TAX-PROMOTIONAL FUND	28,217	0	275,000	0	275,000	302,525	692		692
	Total Revised Fund 16	**28,217**	**0**	**275,000**	**0**	**275,000**	**302,525**	**692**		**692**
17	POLICE COURT BOND	8,638				0		8,638		8,638
	Total Revised Fund 17	**8,638**	**0**	**0**	**0**	**0**	**0**	**8,638**		**8,638**
19	COURT AUTOMATION FUND	39,730				0		39,730		39,730
	Total Revised Fund 19	**39,730**	**0**	**0**	**0**	**0**	**0**	**39,730**		**39,730**
20	LODGER'S TAX-CITY	52,739	33,025	484,361	0	484,361	568,892	1,233		1,233
	Total Revised Fund 20	**52,739**	**33,025**	**484,361**	**0**	**484,361**	**568,892**	**1,233**		**1,233**
21	D.A.R.E. DONATIONS FUND	9,417	1,350	50,000	0	50,000	60,767	(0)		(0)
	#2026-358 Donations		650			0	650	0		0
	Total Revised Fund 21	**9,417**	**2,000**	**50,000**	**0**	**50,000**	**61,417**	**(0)**		**(0)**
24	GRANT CAPITAL IMPROVEMENT	(0)	10,900,384	2,895,173	0	2,895,173	12,320,121	1,475,436		1,475,436
	#2026-1176 BPV Grant		7,111			0	7,111	0		0
	Total Revised Fund 24	**(0)**	**10,907,495**	**2,895,173**	**0**	**2,895,173**	**12,327,232**	**1,475,436**		**1,475,436**
27	MUNICIPAL COURT OPERATIONS	0	8,000	535,000		535,000	541,156	1,844		1,844
	Total Revised Fund 27	**0**	**8,000**	**535,000**	**0**	**535,000**	**541,156**	**1,844**		**1,844**
28	POLICE CONTINGENCY	71,295	1,820			0	10,000	63,115		63,115
	Total Revised Fund 28	**71,295**	**1,820**	**0**	**0**	**0**	**10,000**	**63,115**		**63,115**
31	CEMETERY-PERPETUAL CARE	856,809	39,016	0	42,735	(42,735)		853,090		853,090
	Total Revised Fund 31	**856,809**	**39,016**	**0**	**42,735**	**(42,735)**	**0**	**853,090**		**853,090**
32	COMMUNITY SERVICES	3,687	737,879	6,588,407	0	6,588,407	7,326,999	2,974		2,974
	Total Revised Fund 32	**3,687**	**737,879**	**6,588,407**	**0**	**6,588,407**	**7,326,999**	**2,974**		**2,974**
33	FIRE PROTECTION	2,187,055	1,196,388			0	3,383,398	45		45
	Total Revised Fund 33	**2,187,055**	**1,196,388**	**0**	**0**	**0**	**3,383,398**	**45**	**0**	**45**

35	HIDTA GRANT FUND	0	20,200			0	20,200	0		0
	Total Revised Fund 35	**0**	**20,200**	**0**	**0**	**0**	**20,200**	**0**		**0**
36	LAW ENFORCEMENT FUND	75,399	167,000	0	0	0	242,399	0		0
	Total Revised Fund 36	**75,399**	**167,000**	**0**	**0**	**0**	**242,399**	**0**		**0**
37	STATE HIGHWAY FUND	164,736	33,395			0	7,920	190,211		190,211
	Total Revised Fund 37	**164,736**	**33,395**	**0**	**0**	**0**	**7,920**	**190,211**		**190,211**
38	TRAFFIC SAFETY FUND	96,610	16,628	0	0	0	86,058	27,180		27,180
	Total Revised Fund 38	**96,610**	**16,628**	**0**	**0**	**0**	**86,058**	**27,180**		**27,180**
39	STATE JUDICIAL	17,876	20,000			0	20,000	17,876		17,876
	Total Revised Fund 39	**17,876**	**20,000**	**0**	**0**	**0**	**20,000**	**17,876**		**17,876**
42	1984 GROSS RECEIPTS TAX	2,684,010	2,621,431	0	3,156,706	(3,156,706)	44,206	2,104,529	252,119	1,852,410
	Total Revised Fund 42	**2,684,010**	**2,621,431**	**0**	**3,156,706**	**(3,156,706)**	**44,206**	**2,104,529**	**252,119**	**1,852,410**
44	TRANSPORTATION FUND	825,277	1,285,797	3,076,336	507,737	2,568,599	4,641,585	38,088		38,088
	Total Revised Fund 44	**825,277**	**1,285,797**	**3,076,336**	**507,737**	**2,568,599**	**4,641,585**	**38,088**		**38,088**
48	NEW MEXICO C.D.B.G.	0				0		0		0
	Total Revised Fund 48	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
49	1986 GROSS RECEIPTS TAX	6,684,978	2,700,508	0	4,943,062	(4,943,062)	1,149,699	3,292,725	268,391	3,024,334
	Total Revised Fund 49	**6,684,978**	**2,700,508**	**0**	**4,943,062**	**(4,943,062)**	**1,149,699**	**3,292,725**	**268,391**	**3,024,334**
50	PROPERTY ACQUISITION	85,010	0			0	0	85,010		85,010
	Total Revised Fund 50	**85,010**	**0**	**0**	**0**	**0**	**0**	**85,010**		**85,010**
53	GENERAL OBLIGATION	1,107,017	1,298,051			0	1,255,070	1,149,998	557,029	592,969
	Total Revised Fund 53	**1,107,017**	**1,298,051**	**0**	**0**	**0**	**1,255,070**	**1,149,998**	**557,029**	**592,969**
54	REVERSE OSMOSIS PROJECT RSV	20,950		9,431		9,431	9,431	20,950		20,950
	Total Revised Fund 54	**20,950**	**0**	**9,431**	**0**	**9,431**	**9,431**	**20,950**		**20,950**
56	99 GRT FLOOD CONTROL BOND PROJ	0	0	267,593	0	267,593	267,593	0		0
	Total Revised Fund 56	**0**	**0**	**267,593**	**0**	**267,593**	**267,593**	**0**		**0**
59	REVENUE BOND P & I FUND	0		2,427,668		2,427,668	2,427,668	0		0
	Total Revised Fund 59	**0**	**0**	**2,427,668**	**0**	**2,427,668**	**2,427,668**	**0**		**0**
61	MUNICIPAL INFRASTRUCTURE .0625%	2,788,565	702,890	0	1,435,554	(1,435,554)	11,052	2,044,849		2,044,849
	Total Revised Fund 61	**2,788,565**	**702,890**	**0**	**1,435,554**	**(1,435,554)**	**11,052**	**2,044,849**		**2,044,849**
63	COMMUNITY DEVELOPMENT	2,133	26,863	1,208,140	53,051	1,155,089	1,183,176	909		909
	Total Revised Fund 63	**2,133**	**26,863**	**1,208,140**	**53,051**	**1,155,089**	**1,183,176**	**909**		**909**
69	1994 GROSS RECEIPTS	5,860,986	2,673,776	0	2,083,919	(2,083,919)	44,206	6,406,637	553,051	5,853,586
	Total Revised Fund 69	**5,860,986**	**2,673,776**	**0**	**2,083,919**	**(2,083,919)**	**44,206**	**6,406,637**	**553,051**	**5,853,586**
71	ALAMO SENIOR CENTER	2,294	787,258	1,085,915	0	1,085,915	1,873,567	1,900		1,900
	Total Revised Fund 71	**2,294**	**787,258**	**1,085,915**	**0**	**1,085,915**	**1,873,567**	**1,900**		**1,900**
74	ALAMO SENIOR CENTER GIFT	116,405	10,018	0	0	0	30,269	96,154		96,154
	Total Revised Fund 74	**116,405**	**10,018**	**0**	**0**	**0**	**30,269**	**96,154**		**96,154**
75	RETIRED & SENIOR VOL. PROGRAM	6,434	92,057	41,990	0	41,990	136,336	4,145		4,145
	Total Revised Fund 75	**6,434**	**92,057**	**41,990**	**0**	**41,990**	**136,336**	**4,145**		**4,145**
81	WATER/SEWER OPERATING	17,997,605	45,661,379	3,360,435	3,790,374	(429,939)	54,671,507	8,557,538	3,504,403	5,053,135
	Total Revised Fund 81	**17,997,605**	**45,661,379**	**3,360,435**	**3,790,374**	**(429,939)**	**54,671,507**	**8,557,538**	**3,504,403**	**5,053,135**

82	98 JT WATER/SEWER BOND P&I	43,131		3,383,045		3,383,045	3,383,045	43,131		43,131
	Total Revised Fund 82	**43,131**	**0**	**3,383,045**	**0**	**3,383,045**	**3,383,045**	**43,131**	**0**	**43,131**
86	SOLID WASTE COLLECTION SYS.	1,539,752	2,592,809	0	98,694	(98,694)	2,787,352	1,246,515	178,583	1,067,932
	#2026-1067 Containers					0	27,500	(27,500)		(27,500)
	Total Revised Fund 86	**1,539,752**	**2,592,809**	**0**	**98,694**	**(98,694)**	**2,814,852**	**1,219,015**	**178,583**	**1,040,432**
88	BONITO CAMPGROUND	457,453	11,590	0	0	0	237,827	231,216		231,216
	Total Revised Fund 88	**457,453**	**11,590**	**0**	**0**	**0**	**237,827**	**231,216**	**0**	**231,216**
89	ESGRT .0625%	2,394,896	700,153	0	1,000,000	(1,000,000)	635,052	1,459,997		1,459,997
	Total Revised Fund 89	**2,394,896**	**700,153**	**0**	**1,000,000**	**(1,000,000)**	**635,052**	**1,459,997**	**0**	**1,459,997**
90	GOLF COURSE	1,478	1,412,025	878,544	0	878,544	2,289,380	2,667		2,667
	Total Revised Fund 90	**1,478**	**1,412,025**	**878,544**	**0**	**878,544**	**2,289,380**	**2,667**	**0**	**2,667**
91	AIRPORT	0	1,328,407	240,890	0	240,890	1,186,626	382,671		382,671
	Total Revised Fund 91	**0**	**1,328,407**	**240,890**	**0**	**240,890**	**1,186,626**	**382,671**	**0**	**382,671**
94	OTERO GREENTREE REG LANDFILL	5,570,829	1,445,016	0	0	0	4,599,842	2,416,003		2,416,003
	Total Revised Fund 94	**5,570,829**	**1,445,016**	**0**	**0**	**0**	**4,599,842**	**2,416,003**	**0**	**2,416,003**
96	SELF-INSURED FUND	228,046	57,075			0	127,868	157,253		157,253
	Total Revised Fund 96	**228,046**	**57,075**	**0**	**0**	**0**	**127,868**	**157,253**	**0**	**157,253**
98	PAYROLL CLEARING	244,581				0		244,581		244,581
	Total Revised Fund 98	**244,581**	**0**	**0**	**0**	**0**	**0**	**244,581**	**0**	**244,581**
104	UTILITY DEPOSITS	721,997				0		721,997		721,997
	Total Revised Fund 104	**721,997**	**0**	**0**	**0**	**0**	**0**	**721,997**	**0**	**721,997**
105	ECONOMIC DEVELOPMENT	3,994,847	50,000		385,000	(385,000)	2,725,000	934,847		934,847
	Total Revised Fund 105	**3,994,847**	**50,000**	**0**	**385,000**	**(385,000)**	**2,725,000**	**934,847**		**934,847**
107	SELF INSURED/LIABILITY	891,276	22,484			0	450,000	463,760		463,760
	Total Revised Fund 107	**891,276**	**22,484**	**0**	**0**	**0**	**450,000**	**463,760**	**0**	**463,760**
109	2004 GRT CAPITAL OUTLAY	19,728,390	5,583,051	0	2,378,050	(2,378,050)	9,416,074	13,517,317	534,452	12,982,865
	#2026-1293 Traffic Management Plan					0	3,862,366	(3,862,366)		(3,862,366)
	#2026-1295 Fairgrounds CO					0	80,000	(80,000)		(80,000)
	Total Revised Fund 109	**19,728,390**	**5,583,051**	**0**	**2,378,050**	**(2,378,050)**	**13,358,440**	**9,574,951**	**534,452**	**9,040,499**
114	SIDEWALKS REVOLVING LOANS	948				0		948		948
	Total Revised Fund 114	**948**	**0**	**0**	**0**	**0**	**0**	**948**	**0**	**948**
115	CORP ESCROW ACCOUNT RESERVE	1,000	0			0		1,000		1,000
	Total Revised Fund 114	**1,000**	**0**	**0**	**0**	**0**	**0**	**1,000**	**0**	**1,000**
119	2012 GRT REF/IMP REVBD	36,124	3,401	0	0	0	21,474	18,051		18,051
	Total Revised Fund 119	**36,124**	**3,401**	**0**	**0**	**0**	**21,474**	**18,051**		**18,051**
121	2015 GO BONDS-FUN CENTER	97,257	3,029			0		100,286		100,286
	Total Revised Fund 121	**97,257**	**3,029**	**0**	**0**	**0**	**0**	**100,286**		**100,286**
122	2015 GO BONDS-STREETS	188,457	5,869					194,326		194,326
	Total Revised Fund 122	**188,457**	**5,869**	**0**	**0**	**0**	**0**	**194,326**		**194,326**
124	AMERICAN RESCUE PLAN ACT	2,613,888	165,228	0	0	0	2,206,062	573,054		573,054
	Total Revised Fund 124	**2,613,888**	**165,228**	**0**	**0**	**0**	**2,206,062**	**573,054**		**573,054**
125	CANNABIS GRT	301,796	290,534	0	500,000	(500,000)	15,637	76,693		76,693
	Total Revised Fund 125	**301,796**	**290,534**	**0**	**500,000**	**(500,000)**	**15,637**	**76,693**		**76,693**
126	OPOID FUNDS	0	342,663	814,615	100,545	714,070		1,056,733		1,056,733
	Total Revised Fund 126	**0**	**342,663**	**814,615**	**100,545**	**714,070**	**0**	**1,056,733**	**0**	**1,056,733**
127	QUALITY OF LIFE CAPITAL	4,399,550	1,354,145			0	4,022,104	1,731,591		1,731,591
	Total Revised Fund 127	**4,399,550**	**1,354,145**	**0**	**0**	**0**	**4,022,104**	**1,731,591**	**0**	**1,731,591**
		0	0			0		0		0
		0	**0**	**0**	**0**	**0**	**0**	**0**		**0**
	TOTALS FY2026	**96,403,577**	**117,541,988**	**37,127,285**	**37,127,285**	**0**	**162,452,871**	**51,492,694**	**8,339,945**	**43,152,749**

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 9 358					
BUA 021.000.0000.0000.40601.	MISC REVENUE-DONATIONS		5		650.00
03/05/2026 DARE Don 3526	MISC REVENUE-DONATIONS	T			
[2026-03-13 14:50:08 teresa.guiterrez]:					
[2026-03-09 11:36:19 teresa.guiterrez]:					
[2026-03-05 10:52:23 teresa.guiterrez]:					
DARE HAS RECEIVED DONATIONS TOTALING $1,650.00 FOR THE DARE PROGRAM SPONSORSHIP AND PICNIC; BECAUSE WE ALREADY HAVE BUDGETED $1,000 FOR DONATIONS, THE REMAINING AMOUNT OF $650 NEEDS TO BE INCLUDED IN DARE'S OTHER-SPECIAL EVENTS LINE.					
BUA 021.400.2400.0000.56015.	OTHER-SPECIAL EVENTS		5	650.00	
03/05/2026 DARE Don 3526	OTHER-SPECIAL EVENTS	T			
				.00	.00
BUA 021.000.0000.0000.30301.	APPROPRIATIONS				650.00
03/05/2026 DARE Don 3526					
BUA 021.000.0000.0000.30303.	ESTIMATED REVENUE			650.00	
03/05/2026 DARE Don 3526					
	SYSTEM GENERATED ENTRIES TOTAL			650.00	650.00
	JOURNAL 2026/09/358 TOTAL			650.00	650.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 9 1067					
BUA 086.600.1003.0000.57011.	CAPITAL-EQUIPMENT		5	27,500.00	
03/12/2026 CONTAINERS CONTAI	CAPT.EQUIP	T			
1-30 CUBIC YARD STANDARD ROLL OFF CONTAINER, 3- 40 CUBIC YARD STANDARD ROLL OFF CONTAINER FOR COLLECTION CENTER.					
				.00	.00
BUA 086.000.0000.0000.30301.	APPROPRIATIONS				27,500.00
03/12/2026 CONTAINERS CONTAI					
BUA 086.000.0000.0000.30302.	BUDGET FUND BAL - UNRESERVED			27,500.00	
03/12/2026 CONTAINERS CONTAI					
	SYSTEM GENERATED ENTRIES TOTAL			27,500.00	27,500.00
	JOURNAL 2026/09/1067 TOTAL			27,500.00	27,500.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 9 1176					
BUA 024.000.0000.0000.40701.	GRANTS-FEDERAL		5		7,111.00
03/13/2026 BVP Proj 031326	GRANTS-FEDERAL	T			
[2026-03-13 15:33:41 teresa.guiterrez]:					
APD RECEIVED A GRANT IN 2024 FROM THE U.S. BUREAU OF JUSTICE IN THE AMOUNT OF $7,111 FOR THE BULLETPROOF VEST PROGRAM, WHICH WAS NOT ENTERED IN AS A PROJECT AT THAT TIME. A PROJECT HAS NOW BEEN CREATED FOR THE PROGRAM.					
BUA 024.000.0000.0000.56012.	OTHER-UNIFORMS		5	7,111.00	
03/13/2026 BVP Proj 031326	OTHER-UNIFORMS	T			
				.00	.00
BUA 024.000.0000.0000.30301.	APPROPRIATIONS				7,111.00
03/13/2026 BVP Proj 031326					
BUA 024.000.0000.0000.30303.	ESTIMATED REVENUE			7,111.00	
03/13/2026 BVP Proj 031326					
	SYSTEM GENERATED ENTRIES TOTAL			7,111.00	7,111.00
	JOURNAL 2026/09/1176 TOTAL			7,111.00	7,111.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026 9 1293					
BUA 109.500.9003.0000.57002.	CAPITAL-ENGINEERING		5	3,862,366.00	
03/16/2026 TMP EAH147	Transportation Management Plan				
[2026-03-16 16:38:02 evelyn.huff]:					
Development of a comprehensive, data-driven framework for managing and improving the City's transportation system. This plan will take close to two years to accomplish and will provide a technical management and capital programming tool.					
				.00	.00
BUA 109.000.0000.0000.30301.	APPROPRIATIONS				3,862,366.00
03/16/2026 TMP EAH147					
BUA 109.000.0000.0000.30302.	BUDGET FUND BAL - UNRESERVED			3,862,366.00	
03/16/2026 TMP EAH147					
	SYSTEM GENERATED ENTRIES TOTAL			3,862,366.00	3,862,366.00
	JOURNAL 2026/09/1293 TOTAL			3,862,366.00	3,862,366.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026 9 1294					
BUA 011.500.3705.0000.54520. 03/16/2026 Comp Plan EAH148 [2026-03-16 16:50:23 evelyn.huff]: The City of Alamogordo needs a new comprehensive plan to stay in compliance with state requirements. This will also give the City a definitive roadmap for future growth and planning.	SERVICES-CONTRACT Comprehensive Plan	5		150,000.00	
				.00	.00
BUA 011.000.0000.0000.30301. 03/16/2026 Comp Plan EAH148	APPROPRIATIONS				150,000.00
BUA 011.000.0000.0000.30302. 03/16/2026 Comp Plan EAH148	BUDGET FUND BAL - UNRESERVED			150,000.00	
	SYSTEM GENERATED ENTRIES TOTAL			150,000.00	150,000.00
	JOURNAL 2026/09/1294 TOTAL			150,000.00	150,000.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: evelyn.huff

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2026 9 1295					
BUA 109.500.9003.0000.57018.	CAPITAL-STREET	5		80,000.00	
03/16/2026 WS & FG EAH149	Change Order #1				
[2026-03-16 17:00:38 evelyn.huff]:					
Additional funds are needed to cover additional design work for the intersection. There will also be a change order to make the sub-grade more stable for construction.					
				.00	.00
BUA 109.000.0000.0000.30301.	APPROPRIATIONS				80,000.00
03/16/2026 WS & FG EAH149					
BUA 109.000.0000.0000.30302.	BUDGET FUND BAL - UNRESERVED			80,000.00	
03/16/2026 WS & FG EAH149					
	SYSTEM GENERATED ENTRIES TOTAL			80,000.00	80,000.00
	JOURNAL 2026/09/1295 TOTAL			80,000.00	80,000.00

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/19/2026 **Report No:** 6.

Submitted By: Evelyn Huff

Subject: Consider, and act upon, adoption and final publication of Ordinance 1722 authorizing the delivery of a loan agreement and intercept agreement for $12,000,000 for the construction, equipping and furnishing of a municipal natatorium. *(Evelyn Huff, Finance Director)* **(Roll Call Vote Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve the ordinance

Background: This is the next step in applying for the $12,000,000 loan to construct the new natatorium. The initial application has been submitted to the New Mexico Finance Authority. This loan will be funded with the GRT that was rededicated through referendum.

STATE OF NEW MEXICO)
COUNTY OF OTERO) ss.
CITY OF ALAMOGORDO)

The City Commission (the "Governing Body") of the City of Alamogordo, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at Alamogordo Municipal Offices, 1376 East Ninth Street, Alamogordo, New Mexico, being the regular meeting place of the Governing Body, on the 24th day of March, 2026, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present: _____

_____

_____

_____

_____

_____

_____

Absent: _____

Also Present: _____

_____

_____

_____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1722

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT NOT TO EXCEED $12,865,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST TO (I) ACQUIRE, CONSTRUCT, PURCHASE, EQUIP, FURNISH, MAKE ADDITIONS TO, RENOVATE, REHABILITATE BEAUTIFY OR OTHERWISE IMPROVE THE CITY'S NATATORIUM, (II) FUND A LOAN AGREEMENT RESERVE ACCOUNT, AND (III) PAY EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE 0.125% MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED PURSUANT TO GOVERNMENTAL UNIT ORDINANCE NO. 1091, ADOPTED MAY 9, 2000, AS AMENDED BY GOVERNMENTAL UNIT ORDINANCE NO. 1721, ADOPTED FEBRUARY 24, 2026, AND SECTION 7-19(D)-9, NMSA 1978, AS AMENDED; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN AGREEMENT PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interests of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues may be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the improvements financed with the proceeds of the Loan Agreement are to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein with the final interest rates and principal amount set forth in the Sale Certificate; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-11 NMSA 1978, as amended (the "Supplemental Public Securities Act"), the Commission is authorized to adopt an ordinance delegating to one or more of its members, City officers, or City employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the City flexibility in setting the pricing date of the Loan and optimize interest rates for the City, the Commission desires to grant to the Mayor, Manager, Finance Director or any other employee of the City when designated by a certificate signed by the Mayor (collectively, the "Designated Officers"), the authority (a) to determine the terms of the Loan within the parameters set forth herein; and (b) to make any changes with respect thereto from those terms which were before the Commission at the time of adoption of this Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Ordinance; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE GOVERNMENTAL UNIT:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12, 6-14-1 through 6-14-12, NMSA 1978, and 7-19(D)-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, Manager, Finance Director and Treasurer, and Clerk of the Governmental Unit.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expense Fund" means the expense fund created pursuant to the Indenture to be held and administered by the Trustee to pay Expenses.

"Expenses" means the cost of execution of the Loan Agreement and costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Alamogordo, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Income Fund" means the "City of Alamogordo, New Mexico Gross Receipts Tax Income Fund" created by the Governmental Unit and to be maintained by the Governmental Unit to which all Pledged Revenues are credited.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means the Intercept Agreement between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State

Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component to be paid by the Governmental Unit as payment of the Loan Agreement as shown on Exhibit "B" thereto.

"Loan Agreement Payment Date" means each date a payment is due on the Loan Agreement as shown on Exhibit "B" thereto.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on the Term Sheet.

"NMSA" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means this Ordinance adopted by the Governing Body on March 24, 2026 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues, as amended from time to time.

"Parity Obligations" mean the Loan Agreement and any other obligations now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

"Pledged Revenues" means the revenues derived from the Governmental Unit's 0.125% municipal infrastructure gross receipts tax imposed pursuant to Governmental Unit Ordinance No. 1091, adopted May 9, 2000, as amended by Governmental Unit Ordinance No. 1721, adopted February 24, 2026, and section 7-19(d)-9, NMSA 1978, as amended, imposed on all persons engaging in business in the Governmental Unit, which tax equals, subject to the exemptions specified in Section 7-19D-9 NMSA 1978, one-eighth of one percent of the gross receipts of all persons engaging in business in the Governmental Unit for the month in which the tax is distributed to the Governmental Unit (provided that the Governmental Unit is not pledging and the term "Pledged Revenues" does not include the state-shared gross receipts tax or any other local option gross receipts tax income received by the City). Pledged Revenues also means (i) the distribution to the Governmental Unit pursuant to Section 7-9-46 NMSA 1978, which is in lieu of revenue that would have been received by the Governmental Unit pursuant to

Section 7-19(D)-9 NMSA 1978, but for the deductions provided by 7-9-92 and 7-9-93 NMSA 1978, and (ii) any similar distributions made to the Governmental Unit in lieu of gross receipts tax revenues.

"Program Account" means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the (i) acquisition, construction, purchase, equipping, furnishing, making additions to, renovating, rehabilitating, beautifying or otherwise improving the Governmental Unit's natatorium, (ii) funding of a Loan Agreement Reserve Account, and (iii) paying Expenses.

"Sale Certificate" means one or more certificates executed by the Mayor, Manager, or Finance Director, dated on or before the date of execution of the Loan Agreement, setting forth the final terms of the Loan Agreement.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Trustee" means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the completion of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The Project and the method of financing the Project through the pledge of the Pledged Revenues and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit and its residents.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary or advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will complete the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan will not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law, with the final interest rate approved in the Sale Certificate.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-quarters majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the Pledged Revenues and execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay the principal amount not to exceed $12,865,000, and the pledge of the Pledged Revenues and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized, subject to final approval of the principal amount and interest rates in a subsequent Sale Certificate. The Governmental Unit shall use the proceeds of the Loan to finance the completion of the Project, fund the Loan Agreement Reserve Account, and to pay Expenses.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be

in an original aggregate principal amount not to exceed $12,865,000, shall be payable in installments of principal due on June 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on June 1 and December 1 of each year, commencing on December 1, 2026, at the rates designated in Exhibit "B" to the Loan Agreement, as approved in the Sale Certificate.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved, subject to final terms as set forth in the Sale Certificate. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers and as provided in the Sale Certificate, and the Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the (i) Finance Authority Debt Service Account to be held and maintained by the Finance Authority, (ii) Program Account to be held by the Trustee pursuant to the

Indenture, and (iii) Loan Agreement Reserve Account to be held by the Trustee, each in connection with the Loan. The Governmental Unit hereby approves: (i) of the deposit of the portion of the proceeds of the Loan Agreement in the Program Account, the Loan Agreement Reserve Account, and the Finance Authority Debt Service Account, and (ii) for payment of the Expenses.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, the Loan Agreement Reserve Account, and the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

The money in the Program Account shall be used and paid out solely for the purpose of completing the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon completion of the Project, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest and other amounts due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in such account totals a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such account shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance

Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of Parity Obligations and bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien and a first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and therein. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Pursuant to the Supplemental Public Securities Act, Section 6-14-8 et seq., NMSA 1978, the Mayor, Manager, or Finance Director is hereby delegated authority to execute the Sale Certificate and to determine any or all of the final terms of the Loan Agreement, subject to the parameters and conditions contained in this Ordinance. The Manager shall present the Sale Certificate to the Governing Body in a timely manner, before or after the execution and delivery of the Loan Agreement, at a regularly scheduled public meeting of the Governing Body.

Section 12. Amendment of Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority. This Ordinance will be supplemented by the terms set forth in the Sale Certificate.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain

irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 18 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Alamogordo, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1722 duly adopted and approved by the Governing Body of the City of Alamogordo, New Mexico, on March 24, 2026. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1376 East Ninth Street, Alamogordo, New Mexico.

The title of the Ordinance is:

CITY OF ALAMOGORDO, NEW MEXICO
ORDINANCE NO. 1722

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT

NOT TO EXCEED $12,865,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF DEFRAYING THE COST TO (I) ACQUIRE, CONSTRUCT, PURCHASE, EQUIP, FURNISH, MAKE ADDITIONS TO, RENOVATE, REHABILITATE BEAUTIFY OR OTHERWISE IMPROVE THE CITY'S NATATORIUM, (II) FUND A LOAN AGREEMENT RESERVE ACCOUNT, AND (III) PAY EXPENSES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF THE 0.125% MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX IMPOSED PURSUANT TO GOVERNMENTAL UNIT ORDINANCE NO. 1091, ADOPTED MAY 9, 2000, AS AMENDED BY GOVERNMENTAL UNIT ORDINANCE NO. 1721, ADOPTED FEBRUARY 24, 2026, AND SECTION 7-19(D)-9, NMSA 1978, AS AMENDED; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE LOAN AGREEMENT PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL INFRASTRUCTURE GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF MARCH, 2026.

CITY OF ALAMOGORDO, NEW MEXICO

By_____
Mayor

[SEAL]

ATTEST:

By _____
Clerk

Commissioner _____ then moved adoption of the foregoing Ordinance, duly seconded by Commissioner _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

_____

_____

Those Voting Nay: _____

Those Absent: _____

_____ (__) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF ALAMOGORDO, NEW MEXICO

By _____
Mayor

[SEAL]

ATTEST:

By_____
Clerk

[**$12,865,000**]

LOAN AGREEMENT

dated

[**May 1, 2026**]

by and between the

NEW MEXICO FINANCE AUTHORITY

and

CITY OF ALAMOGORDO, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated [May 1, 2026] is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF ALAMOGORDO, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs to (i) acquire, construct, purchase, equip, furnish, make additions to, renovate, rehabilitate, beautify or otherwise improve the Governmental Unit's natatorium, (ii) fund the Loan Agreement Reserve Account, and (iii) pay Expenses, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Municipal Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978, as amended; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the one-eighth of one percent (0.125%) increment of Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Municipal Infrastructure Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the third and fourth increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Ordinance; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12 and Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Ordinance.

"Additional Payment Obligations" mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required to

replenish the Loan Agreement Reserve Account and payments required pursuant to the provisions of Article IX and Article X hereof.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means, in the case of the Governmental Unit, the Mayor, Manager, Finance Director and Treasurer, and Clerk, and, in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

"Blended Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Bond Counsel" means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer's Municipal Marketplace, or any successor publication.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Expenses" means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

"Finance Authority Debt Service Account" means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

"Fiscal Year" means the period beginning on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Commission of the Governmental Unit, and any successor governing body of the Governmental Unit.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Independent Accountant" means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intercept Agreement" means the Intercept Agreement dated [May 1, 2026], between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan" means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

"Loan Agreement" means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Principal Amount" means the original principal amount of this Loan Agreement as shown on the Term Sheet.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of this Loan Agreement and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account deposit on the Term Sheet which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"NMSA" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means the Governmental Unit Ordinance No. _____ adopted by the Governing Body on March 24, 2026 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Parity Obligations" means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit "B" hereto.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project(s) described on the Term Sheet.

"Tax Ordinance" means Ordinance No. 1091 passed and approved by the Governmental Unit pursuant to the Act on May 9, 2000, with an effective date of January 1, 2001, as amended by Ordinance No. _____ on February 24, 2026, which imposes a one-eighth of one percent (0.125%) increment of Municipal Gross Receipts Tax of the gross receipts of all persons engaging in business within the Governmental Unit. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the third and fourth increments of Municipal Infrastructure Gross Receipts Tax and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, as amended of two and one-half percent (2.50%), which is pledged to the Loan Agreement Payments.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed the Trustee by the Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of the administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or

agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the deposits to the Loan Agreement Reserve Account, if any, and the Finance Authority Debt Service Account) to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring and completing the (i) acquisition, construction, purchase, equipping, furnishing, making additions to, renovating, rehabilitating, beautifying or otherwise improving the Governmental Unit's natatorium, (ii) funding of a Loan Agreement Reserve Account, and (iii) paying Expenses. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-9, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of _____ years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is _____ (__) years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; (ii) the Loan Agreement Reserve Requirement; and (iii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Tax Ordinance and the Ordinance, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to

be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date.

(x) Pledged Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing the Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept

Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of its Public Project Revolving Fund Senior Lien Revenue Bonds, Series 2026A to be issued on or around the Closing Date.

ARTICLE III
LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV
LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Trustee, the amount shown on the Term Sheet as the Loan Agreement Reserve Account deposit shall be deposited in the Governmental Unit's account maintained in the Loan Agreement Reserve Fund by the Trustee pursuant to the Indenture; and

(c) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof.

ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account and the Loan Agreement Reserve Account, such accounts being held by the Trustee, and; (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues, the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance

Authority Debt Service Account and the amount provided in subsection (c) for deposit into the Loan Agreement Reserve Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority and the Loan Agreement Reserve Account shall be established and held by the Trustee, each on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account and Loan Agreement Reserve Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. (A) Monthly, beginning on the first day of the second month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is _____, 20___), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (A) Monthly, beginning on the first day of the second month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is _____, 20___), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) As a second charge and lien on the Pledged Revenues received from the Governmental Unit after deposits in (a) and (b) have been made, the Trustee shall transfer and deposit to the Loan Agreement Reserve Account any amounts necessary to replenish the Loan Agreement Reserve Account to the Loan Agreement Reserve Requirement. Moneys in the Loan Agreement Reserve Account shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Principal Component and Interest Component of the Loan Agreement Payments resulting from a failure to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service requirements on the Loan; provided, that the final two Interest Components and the final Principal Component on the Loan shall be payable from the Loan Agreement Reserve Account. If funds are withdrawn from the Loan Agreement Reserve Account to pay debt service on the Loan, at the direction of the Finance Authority or the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve

Account in amounts in equal monthly installments sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one (1) year following such withdrawal; provided, that no additional Pledged Revenues shall be intercepted to replenish the Loan Agreement Reserve Account following the transfer of the amount in the Loan Agreement Reserve Account to the Finance Authority Debt Service Account for payment of the final two Interest Components and the final Principal Component.

Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, applied to the prepayment of the Loan pursuant to Article VIII hereof, or released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

(d) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account and the Loan Agreement Reserve Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to the Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account and the Loan Agreement Reserve Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in each respective account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally

available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI
THE PROJECT

Section 6.1 Agreement to Acquire the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII
PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after ten (10) years following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under

this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX
INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then

due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or

determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 1376 East Ninth Street, Alamogordo, New Mexico 88310, Attention: City Manager; if to the Finance Authority, New Mexico Finance Authority, 810 W. San Mateo Road, Santa Fe, New Mexico 87505, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the

Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on February 26, 2026, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By_____
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

CITY OF ALAMOGORDO, NEW MEXICO

[SEAL]

By_____
Mayor

ATTEST:

By_____
Clerk

7658421

EXHIBIT "A"

TERM SHEET
New Mexico Finance Authority Loan No. PPRF-7033

Governmental Unit:	City of Alamogordo, New Mexico
Project Description:	(i) acquisition, construction, purchase, equipping, furnishing, making additions to, renovating, rehabilitating, beautifying or otherwise improving the Governmental Unit's natatorium, (ii) funding of a Loan Agreement Reserve Account, and (iii) paying Expenses
Loan Agreement Principal Amount:	[$12,865,000]
Original Issue Premium:	$_____
Pledged Revenues:	The revenues of the Tax Ordinance passed and approved by the Governmental Unit pursuant to the Act on May 9, 2000, with an effective date of January 1, 2001, as amended by Ordinance No. _____ on February 24, 2026, which imposes a Municipal Gross Receipts Tax in the amount of one-eighth of one percent (0.125%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Tax Ordinance originally imposed what was known as the third and fourth increment of Municipal Infrastructure Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the Municipal Infrastructure Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the third and fourth increments and instead comprises one-eighth of one percent (0.125%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.50%).
Coverage Ratio:	125%
Distributing State Agency:	State of New Mexico Taxation and Revenue Department
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Ordinance No. _____ adopted on March 24, 2026
Closing Date:	[May 1, 2026]

Blended Interest Rate: _____%

Program Account Deposit: $_____

Loan Agreement Reserve
Account Deposit: $_____

Finance Authority Debt Service
Account Deposit: $_____

First Interest Payment Date: _____, 20___

First Principal Payment Date: _____, 20___

Final Payment Date: _____, 20___

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A LATER DATE IS APPROVED IN WRITING TO THE TRUSTEE AND THE FINANCE AUTHORITY BY BOND COUNSEL TO THE FINANCE AUTHORITY

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: [$12,865,000] Loan Agreement by and between the City of Alamogordo, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account – City of Alamogordo, New Mexico (2026 Natatorium Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-7033 CLOSING DATE: [May 1, 2026]

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

AMOUNT OF PAYMENT: $_____

PURPOSE OF PAYMENT: _____

_____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Alamogordo, New Mexico (2026 Natatorium Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Alamogordo, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Alamogordo, New Mexico, shall, and understands its obligation to, complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: [$12,865,000] Loan Agreement by and between the City of Alamogordo, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
PPRF@nmfa.net

Rich Wood
Senior Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-7033 CLOSING DATE: [May 1, 2026]

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into [May 1, 2026], by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CITY OF ALAMOGORDO, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the (i) acquisition, construction, purchase, equipping, furnishing, making additions to, renovating, rehabilitating, beautifying or otherwise improving the Governmental Unit's natatorium, (ii) funding of a Loan Agreement Reserve Account, and (iii) paying Expenses; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow [$12,865,000] from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of a one-eighth of one percent (0.125%) increment of Municipal Gross Receipts Tax revenues (the "Pledged Revenues") from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for

all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of [$12,865,000] to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from distributions of the Pledged Revenues pursuant to Section 7-19D-9, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Ordinance No. _____, passed and adopted on March 24, 2026 by the Governing Body of the Governmental Unit, which Ordinance is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy

of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in _____, 20___.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

CITY OF ALAMOGORDO, NEW MEXICO

By_____
Mayor

[SEAL]

ATTEST:

By_____
Clerk

Acknowledged:

By_____
Taxation and Revenue Department

Date_____

EXHIBIT "A"

INTERCEPT SCHEDULE

CITY OF ALAMOGORDO, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Monthly beginning:	The revenues of the Tax Ordinance passed and approved by the Governmental Unit pursuant to the Act on May 9, 2000, with an effective date of January 1, 2001, as amended by Ordinance No. _____ on February 24, 2026, which imposes a Municipal Gross Receipts Tax in the amount of one-eighth of one percent (0.125%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Tax Ordinance originally imposed what was known as the third and fourth increment of Municipal Infrastructure Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the Municipal Infrastructure Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the third and fourth increments and instead comprises one-eighth of one percent (0.125%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.50%).	$

7658422

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/17/2026 **Report No:** 7.

Submitted By: Barbara Pyeatt

Subject: Consider, and act upon, the award of the RFP 2026-001 Golf Course Management and Operation Services to one of the following qualified vendors: Maxim Golf, American Golf, or Kemper Golf Management. *(Belinda Bass, Parks and Recreation Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Select top proposal and authorize staff to proceed with agreement.

Background: RFP 2026-001 Scope of Work: The City seeks an experienced operator to manage the day-to-day operations of the Desert Lakes Golf Course, including the driving range, pro shop, clubhouse/restaurant operations, course restrooms, and surrounding landscaped areas, (excluding course maintenance) and to promote the course as an accessible community resource through excellence in customer service, responsible financial and data stewardship, and increased community engagement. Four (4) proposals were received and deemed responsive. The top three (3) proposals were selected for presentation to the Commission.

MAXIM GOLF

DESERT LAKES GOLF COURSE MANAGEMENT PROPOSAL

Request for Proposal Response - February 27th, 2026

Maxim Golf Solutions LLC
5757 E Eagle Knoll Dr.
Hartsburg, MO 65039

February 27th, 2026

RFP NO. 2026-001

Copyright © 2026 by Maxim Golf LLC
All rights reserved.

TABLE OF CONTENTS

QUALIFICATIONS AND EXPERIENCE

Letter of Transmittal 3
Organizational Overview 4
Client Portfolio 8
Public-Sector/Municipal Experience 9
Non-Golf Activities and Events 10
Capital Construction and Improvements 11
Proprietary Systems and Incentive Programs 12
Meeting City Desired Outcomes 13

MANAGEMENT STRUCTURE AND TRAINING

Organizational Staffing Plan 16
General Manager Qualifications 17
Incident Response and On-Site Support 18
Customer Service Training 26
Equity and Inclusion Training 28
Youth Development / Internships 28
Routine Maintenance and Repairs 29
Electric Cart and Cart Barn Experience 32

FINANCIAL MANAGEMENT

Purchasing Systems and Standards 32
Financial and Operating Systems 32
Accounting, Financial Controls, and Reporting 34

MARKETING PLANS

Marketing Strategy and Promotion 36
Expanding Access to New / Frontline Users 40
Non-Profit Partners 42

TRANSITION AND QUALITY ASSURANCE

Transition Plan 43
Performance Management and Improvement 43

FINANCIAL PROPOSAL

Financial Proposal 44
Course Improvements 46
Client Referrals 51
Sample Contract 56

TRANSMITTAL LETTER

TO PROVIDE THE HIGHEST LEVEL OF QUALITY GOLF, RECREATIONAL, AND SOCIAL EXPERIENCES POSSIBLE TO OUR MEMBERS AND PATRONS.

City of Alamogordo
Barbara Pyeatt - Chief Procurement Officer
Desert Lakes Golf Course RFP Evaluation Committee
2600 N Florida Ave.
Alamogordo NM 88310

February 27th, 2026

Subject: Response to RFP issued by the City of Alamogordo regarding the management of Desert Lakes Golf Course.

Dear Evaluation Committee Members,

Maxim Golf Solutions LLC is please to offer the enclosed proposal for the management of Desert Lakes Golf Course.

We acknowledge that we received the official RFP via email from: bpyeatt@ci.alamogordo.nm.us on January 16th, 2026 at 3:14pm. We fully understand the RFP as written and believe that we have addressed all of the requirements set forth therein in the response submitted. We have also received both Amendments 1 and 2 with receipts on pages 70 and 71.

Maxim Golf Solutions LLC will provide all future management services as it relates to Desert Lakes Golf Course through its corporate offices.

Maxim Golf Solutions
Attn: Bryan Minnis
5757 E. Eagle Knoll Dr.
Hartsburg, MO 65039

Mobile: (785) 766-5208
Email: bryanm@maxim.golf
Website: maximgolfsolutions.com

Sincerely,

Bryan Minnis
CEO
Maxim Golf Solutions LLC

OPERATING COMPANY

Maxim Golf Solutions LLC
5757 E. Eagle Knoll Dr.
Hartsburg, MO 65039

AUTHORIZED REPRESENTATIVE

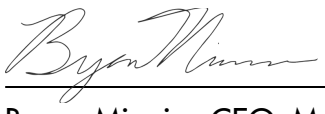
Bryan Minnis
CEO - Maxim Golf Solutions LLC
bryanm@maxim.golf
(785) 766-5208

OPERATING COMPANY TAX IDENTIFICATION

EIN:	86-1203527
MISSOURI TAX ID:	26576333
CERTIFICATE OF GOOD STANDING ID:	LC1751127

STATEMENT OF UNDERSTANDING

I, Bryan Minnis, the duly authorized representative for Maxim Golf Solutions LLC, do hereby certify that I along with my representatives fully understand and agree to provide the scope of work requested by the City of Alamogordo as it relates to the management services to be provided for Desert Lakes Golf Course. These services include but may not be limited to: Staffing, day-to-day management, development of an annual budget, tracking daily usage and inventory of assets, ongoing course maintenance and establishing best sustainable practices, marketing and promotion of golf facilities, customer service (including solidifying current relationships and building new ones), concession and merchandise sales, golf cart operations, all aspects of financial reporting, developing rules/regulations to protect the condition of the course, and benchmarking/developing standards in course/financial operations.



Bryan Minnis - CEO, Maxim Golf Solutions LLC

02/23/2026

Date

ORGANIZATIONAL OVERVIEW

Bryan Minnis

Founder and Principal

Bryan Minnis' golf career spans more than 40 years. From his early years as a caddie and player assistant staff member at Chillicothe Country Club to his oversight of multi-million-dollar golf operations, Bryan's career has afforded him the opportunity to serve the golf community in several capacities throughout multiple markets. Bryan is the founder and CEO of Maxim Golf Solutions, a golf industry consulting firm, which also owns Golf MidMO, which operates seven facilities throughout Central Missouri and Eastern Kansas. Bryan formally served as the Chief Development Officer of GreatLIFE Golf & Fitness and the Chief Operating Officer of GreatLIFE Kansas City. GreatLIFE Golf is one of the nation's top 10 golf course ownership and management companies along with becoming one of the fastest growing fitness and recreational companies in the world today. Bryan has also consulted for and managed properties across the country as well as having overseen more than 25 golf course acquisitions. Bryan has also served in Directorship positions for such distinguished clubs as Alvamar Country Club (Lawrence, KS), The National Golf Club of Kansas City (Kansas City, MO), The Wigwam Resort (Goodyear, AZ), and Kemper Sports' Shoal Creek and Hodge Park (Kansas City, MO). Bryan's club ownership background includes Alvamar Country Club (Lawrence, KS), now known as The Jayhawk Club, and Eagle Knoll Golf Club (Jefferson City, MO), which he currently owns. Bryan has served on a number golf industry advisory and development boards as well as having provided leadership for a number of golf industry led charitable organizations and endeavors. In addition to his ownership and management background, Bryan was also the Director of Instruction at Palm Valley Golf Club in Goodyear, Arizona and Head Golf Professional at Stonecreek the Golf Club in Paradise Valley, Arizona. Bryan played collegiate golf at William Jewell College and then professionally on the Ben Hogan Tour, Western States Mini-Tour, and in the Southwest Section of the PGA.

Jim Jamis

Chief Operating Officer

Jim is a Kansas City native and attended Ottawa University where he received his bachelor's degree. He began his career in professional golf at Swope Memorial Golf Course and continued working his way up in the industry as a Golf Professional and General Manager for several courses in the Kansas City area. He eventually became a Regional Manager and then a Vice President for a Golf Course Company which oversaw 18 courses within the Midwest. Jim transitioned his golf facility management into a career in commercial property management with Price Management for a number of years. He has always had a love for the game and the golf business, which played a significant role in his decision to return to the industry .

Chris Jones

New Mexico Maxim Golf Representative

Chris became the General Manager at Piñon Hills Golf Course (Farmington, NM) in December 2007. A 25-year PGA Member, Chris has worked in Missouri at a number of golf courses. He was the Head Golf Professional at Creekmoor Golf Club in Raymore, Missouri, Silo Ridge Country Club in Bolivar, Missouri, and the General Manager for Greene Hills Golf Course, a municipal course, in his hometown of Chillicothe, Missouri.

ORGANIZATIONAL OVERVIEW

Toby Burkhart

Chief Agronomic Officer

Toby Burkhart has more than two decades of experience as a golf course superintendent in the state of Missouri. He has been a certified GCSAA Member for 15 years and has held such distinguished positions as Superintendent of Johnny Morris' Top of the Rock (designed by Jack Nicklaus). Toby's oversight of Top of the Rock brought him industry wide critical acclaim when he hosted the 2017 & 2018 PGA Bass Pro Shop Legends event at his course in Branson. Toby has also served as Head Superintendent for Island Green Golf Club, Ledgestone Golf Club, and John Daly's Murder Rock. Toby is a key component to the success of Maxim Golf. His leadership and cooperative planning ability has enabled the superintendents within the Maxim Golf and Maxim Golf Springfield markets to flourish in their responsibilities as course caretakers.

Ann Monday

Chief Financial Officer

Ann handles all property financial needs for Maxim Golf. Her duties include bill pay, bank reconciliation, production of profit and loss statements/balance sheets/AP & AR reports. Ann works closely with the Maxim Golf property GM's to ensure accurate and timely payment of invoices as well as the accurate accounting of daily sales and deposits.

Kailyn Smith

Corporate Office Manager

Kailyn holds a Bachelor of Arts degree for Hospitality Administration/Management from Kansas State University. She has practical experience in the golf industry, formerly serving in food and beverage and golf shop assistant capacities for Alvamar Country Club. She also served as a front desk agent for Bluemont Hotels and most recently before coming to Maxim Golf, Kailyn served as Guest Relations manager for Marriott's Hilton Head Resort. Kailyn handles all HR, Membership Management, Corporate Compliance, and Payroll needs for the Maxim Golf network of facilities. She works closely with property GM's to ensure that proper implementation of Maxim Golf's procedures and protocols are consistently and accurately implemented.

Griffin Mott

Director of Marketing

Griffin Mott oversees marketing content for all Maxim Golf properties. He played collegiate golf at Washburn University holds degrees in Marketing and Finance, as well as a Master's in Business Administration. Before joining the Maxim Golf team in 2023, he served the title of Marketing Director for GreatLIFE Topeka as he oversaw marketing efforts for 12 golf and fitness locations in the Midwest. His experience marketing in the golf industry and as a collegiate golfer bring extraordinary value to the Maxim team.

Spencer Ellsperman

Director of Food and Beverage

Spencer Ellsperman oversees the Food & Beverage for Maxim Golf. He graduated from Ottawa University, where he played collegiate golf and earned a degree in Exercise Science. Although his original intent was to pursue nursing, Spencer's journey led him to opportunities in golf. With over a decade of experience in the golf sector and more than 5 years in golf management, Spencer held various roles that have equipped him with a comprehensive background in hospitality. He currently oversees food and beverage operations across Maxim's portfolio. Spencer is passionate about enhancing our members and patrons experiences, fosters a vibrant atmosphere, and he remains dedicated to promoting exceptional service.

Russ Madsen

Director of Purchasing/Jr. Golf Development

Russ is a 30-year golf industry professional. He has served in multiple capacities over the years, including GM positions at two distinguished Missouri based private clubs. Russ has been a part of Maxim Golf since 2016 serving as Director of Jr. Golf. Russ was formerly the General Manger of Liberty Hills Country Club. He currently serves both the Corporate Office as Purchasing Director for Maxim Golf and as the General Manager of Green Hills Golf Club in Chillicothe, MO. Russ also orchestrates and performs Maxim Golf's summer Jr. Golf programs. He has years of teaching experience with an emphasis in Jr. Golf as well as over 25 years of Merchandise expertise. Russ handles all ordering and inventory management for the mid-Missouri properties.

Kyna Smith

Membership and Events Director

Kyna holds a Bachelor of Arts Degree in Marketing from Coe College.She is directly responsible for the promotion and sale of memberships for Maxim Golf. Kyna also handles membership event programming for Maxim Golf, as well as non-golf event programming for the Network of properties. Kyna also handles Stay and Play reservations for Maxim Golf Members and Patrons visiting the mid-Missouri network of properties. Kyna works directly with Maxim Golf property GM's to help orchestrate and track membership sales, renewals, cancellations, and collections.

LENGTH OF TIME FIRM HAS BEEN IN BUSINESS

Maxim Golf Solutions has been in business since 2011. It's Founder and Principal, Bryan Minnis, has also served in Executive and Management Level Positions for nationally recognized management companies for more than 30 years. The companies in which he has served in these capacities include:

American Golf – Head Golf Professional (Stonecreek The Golf Club)
Starwood Hotels – Director of Golf Sales & Marketing (The Wigwam Resort)
Five Star Lifestyles – Director of Golf (The National Golf Club of Kansas City)
Kemper Sports – Director of Sales and Marketing (Kansas City Market)
Orion Golf Management – Director of Operations (Alvamar Country Club)
GreatLIFE Golf & Fitness - Chief Development Officer and Chief Operating Officer

CURRENT MUNICIPAL RELATIONSHIPS

Frank E. Peters Golf Course – Nevada, MO
Green Hills Golf Course –Chillicothe, MO
The Fast Lane Entertainment Center (Bowling) – Chillicothe, MO
Heritage Hills Golf Course –Moberly, MO
Jackson Park Golf Course – Palmyra, MO
Jeremy's Creek Golf Course – Lamar, MO
North Terra Golf Club – West Plains, MO
Osawatomie Golf Course – Osawatomie, KS
Shawnee Bend Golf Course – Warsaw, MO
Siloam Springs Golf Club – Siloam Springs, AR
Spring Valley Golf Club – Neosho, MO

CURRENT NON-MUNICIPAL RELATIONSHIPS

Dub's Dread Golf Club – Kansas City, KS
Eagle Knoll Golf Course – Hartsburg, MO
Edgewater Golf Course - Oelwein, IA
Hail Ridge Golf Course – Boonville, MO
Hannibal Country Club – Hannibal, MO
Millsite Golf Course – Ferron, UT
Nevada Country Club – Nevada, MO
River Ridge Golf Course - Independence, IA
The Ranches Golf Club – Eagle Mountain, UT
Tiffany Greens Golf Club – Kansas City, MO

PREVIOUS MUNICIPAL RELATIONSHIPS

Heritage Park Golf Course – County of Johnson County, KS
Eagle's Landing Golf Course – City of Belton, MO
Eagle Bend Golf Course – City of Lawrence, KS
Osage City Golf Course – City of Osage City, KS

Number of Full-Time Personnel:
47

Number of Full-Time Client Support Personnel Available During City's Normal Business Hours:
22

Office Locations:

All Operations
5757 East Eagle Knoll Dr.
Hartsburg, MO 65039

Agronomic Operations
210 Whitetail Dr.
Walnut Shade, MO 65771

Maxim Golf has experience operating and supporting facilities that require the same standards of transparency, reporting, and stakeholder accountability expected in municipal environments. Managing publicly owned golf courses differs from private facilities in that success is measured not only by financial performance, but also by accessibility, community value, asset preservation, and alignment with government oversight. Public courses require structured communication, clear documentation, budget discipline, and adherence to procurement and policy requirements. Our operating approach is built around these principles, ensuring decision-makers have full visibility into performance, expenditures, and improvement initiatives while maintaining a high-quality experience for residents and guests.

We understand that working with municipal partners requires collaboration, patience, and respect for process. Public-sector projects often involve longer timelines, formal approvals, and regulatory considerations that private ownership does not. Maxim Golf is structured to operate effectively within these frameworks by planning proactively, presenting clear data to support recommendations, and maintaining consistent communication with governing bodies. This ensures the City retains full control and confidence in operational direction while benefiting from professional management that prioritizes efficiency, accountability, and responsible stewardship of a public recreational asset.

Across our portfolio, we have successfully implemented a variety of community-focused events that demonstrate both our operational capability and our understanding of how to responsibly utilize public golf assets.

WEDDINGS

We've coordinated private event rentals that generated incremental facility revenue while showcasing the property as a premier community venue. All logistics, vendor coordination, setup, and cleanup were managed without disruption to golf operations.

LIVE MUSIC

We've organized live music nights designed to attract new visitors, increase food and beverage revenue, and create a welcoming social environment for residents.

FLING GOLF

Introduced a FlingGolf tournament at Spring Valley Golf Club as a new recreational option that welcomed additional players to the course and will gain national exposure in 2026.

SEASONAL EVENTS

We've hosted themed events from Easter Egg Hunts to a Halloween Hayride event that grew from 200 people our first year to over 500 this past year (2nd year). These events have encouraged family participation, strengthened community relationships, increased facility utilization, and most importantly drove first timers to the golf course to experience our facility.

CAPITAL CONSTRUCTION AND IMPROVEMENTS

Maxim Golf has been involved in numerous capital projects across its brand of properties. These projects include:

Clubhouse Remodels
Irrigation System Installations
Irrigation Pump Installations
Bunker Renovations and Installations
Cart Path Constructions
Golf Green Builds
Tee Complex Builds
Golf Simulator Builds
Clubhouse Deck Constructions
Golf Cart Barn Conversions (Electrical Installations)
Pond Builds
Parking Lot Renovations (Pavement /Lighting)
Erosion Corrections
HVAC Installations and Repairs

Maxim has served as project planners, project managers, and general contractors throughout this scope of projects. We have partnered with engineering and architectural firms (both golf and general industry), Municipal Clients, Private Equity, Charitable Organizations, and Private Ownership Partners across the range of these projects.

Maxim Golf has contributed more than $300,000 of cash, personnel, and in-kind resources to Capital Projects over the past 15 years.

Siloam Springs Golf Club
Green
Reconstruction

Dub's Dread White
Sand/Wood Planks
Bunker Renovation

PROPRIETARY SYSTEMS AND INCENTIVE PROGRAMS

Each course under the Maxim Golf portfolio utilizes both their mobile app and POS system, foreUP, as both an operational tool and a community engagement asset.

To encourage adoption, Maxim Golf introduces launch incentives that immediately reward guests for downloading the app. Examples include a complimentary cart fee, a discount in the golf shop, or a food and beverage promotion. These initial offers accelerate user enrollment and quickly establish a direct communication channel between the facility and its patrons. For the City, this means faster awareness of programming, events, and announcements without additional marketing expense or reliance on third-party platforms.

Once users are onboarded, the platform allows the facility to guide engagement through targeted push notifications. Messaging can be scheduled and segmented based on player behavior and visitation patterns to promote tee times, restaurant specials, community events, or seasonal programming. This capability is especially valuable for increasing participation during off-peak hours, filling unused tee times, and driving additional revenue from existing infrastructure.

The app also serves as an effective promotional channel for food and beverage operations. Daily specials, limited-time menu features, and event announcements can be communicated instantly to users, helping the facility increase restaurant participation.

Maxim also integrates its automated loyalty rewards structure through foreUP across its managed courses. Guests earn rewards automatically for purchases made anywhere at the facility including green fees, merchandise, and food and beverage. For every $200 spent, the guest receives $5 in facility credit redeemable on property. This program encourages repeat visitation and increases overall spending while requiring no manual tracking or administrative burden for staff.

From a municipal perspective, these tools provide meaningful advantages:

- Increased course usage from residents and visitors
- Higher revenue without rate increases
- Stronger community engagement with the facility
- Direct communication channel for City-approved announcements and programs
- Improved long-term financial stability of the asset

The result is a system that benefits all stakeholders: guests receive rewards and convenience, the facility gains revenue and operational efficiency, and the City gains a well-utilized, financially responsible recreational amenity that continues to serve the community at a high level.

Expanding Access & Growing Interest in Golf

Maxim Golf's operating philosophy centers on making golf accessible, welcoming, and engaging for all residents and visitors. We achieve this through targeted beginner programming, youth initiatives, and barrier-removal strategies. Across our portfolio, we host free or low-cost introductory clinics designed specifically for first-time players, along with annual free junior golf camps for ages 5–17 and discounted youth rates to encourage early participation. These initiatives consistently convert new participants into repeat users and long-term players.

To further broaden access, Maxim facilities often provide complimentary rental clubs for guests without equipment, eliminating a common financial barrier to entry. Technology-enhanced practice amenities such as interactive range systems also create welcoming entry points for beginners, families, and casual users. These combined efforts increase participation across demographics while supporting the City's goal of ensuring Desert Lakes serves residents of all backgrounds.

Financial Sustainability & Operational Systems

Maxim Golf utilizes integrated management platforms to ensure strong financial oversight, reporting accuracy, and operational efficiency. Our technology stack—including foreUP, QuickBooks Online, and ADP—provides real-time financial tracking, automated reporting, payroll compliance, and transparent performance metrics accessible to both management and City stakeholders.

Revenue optimization tools such as dynamic pricing software analyze tee sheet demand and adjust rates strategically to maximize both rounds and revenue. Historical performance across our facilities shows this approach increases utilization while protecting rate integrity. In addition, our mobile platform and loyalty system drive repeat visitation and spending through automated engagement tools and rewards programs, strengthening long-term financial stability without increasing operating costs.

Commitment to Customer Service Excellence

Customer service at Maxim Golf is governed by formal service standards and training protocols that apply to every employee. Our service philosophy emphasizes professionalism, responsiveness, attention to detail, and proactive hospitality. Staff are trained to anticipate guest needs, deliver consistent first impressions, and maintain clean, welcoming facilities at all times.

We operate under a structured service framework built around appearance, attitude, awareness, accountability, and attention to detail. This consistent training model ensures that every guest interaction, from check-in to departure, reflects a high level of professionalism and reinforces positive perceptions of the facility.

Innovative Programming & Revenue Opportunities

Maxim Golf has a proven record of developing creative programming that increases facility usage while serving community interests. Examples implemented across our portfolio include live music nights, weddings, seasonal festivals, alternative golf formats, and family-focused events. These programs attract new visitors, strengthen community relationships, and generate additional revenue streams without disrupting golf operations.

We also leverage marketing strategies including social media, search optimization, and collaborative promotions with local businesses to increase awareness and drive visitation. Our approach emphasizes low-cost, high-impact marketing that delivers measurable results while respecting municipal budget priorities.

Community Integration & "Good Neighbor" Practices

Municipal facilities must serve both golfers and the broader community. Maxim Golf structures programming and operations to support local engagement while maintaining respect for surrounding residents and businesses. This includes thoughtful scheduling of events, responsible noise and traffic planning, and open communication with stakeholders.

Our community-focused events, such as family festivals and seasonal gatherings, demonstrate how golf facilities can function as civic gathering spaces that strengthen community identity and participation. These initiatives bring first-time visitors onto the property and reinforce the course's role as a valued public asset.

Partnership with Alamogordo Parks & Recreation

Maxim Golf's management model is built on collaboration with municipal partners. We maintain consistent communication with City leadership, provide structured reporting, and conduct regular review meetings to evaluate progress toward goals. Our approach ensures decision-makers maintain full visibility into operations, finances, and improvement initiatives.

We have extensive experience planning and executing capital projects ranging from facility renovations to infrastructure upgrades, often coordinating with architects, engineers, and public agencies. Over the past 15 years, Maxim has contributed more than $300,000 in cash, labor, and resources toward capital improvements across its managed facilities.

These projects are guided by data, user feedback, and staff expertise to ensure investments produce measurable benefits.

Operational Reliability & Facility Stewardship

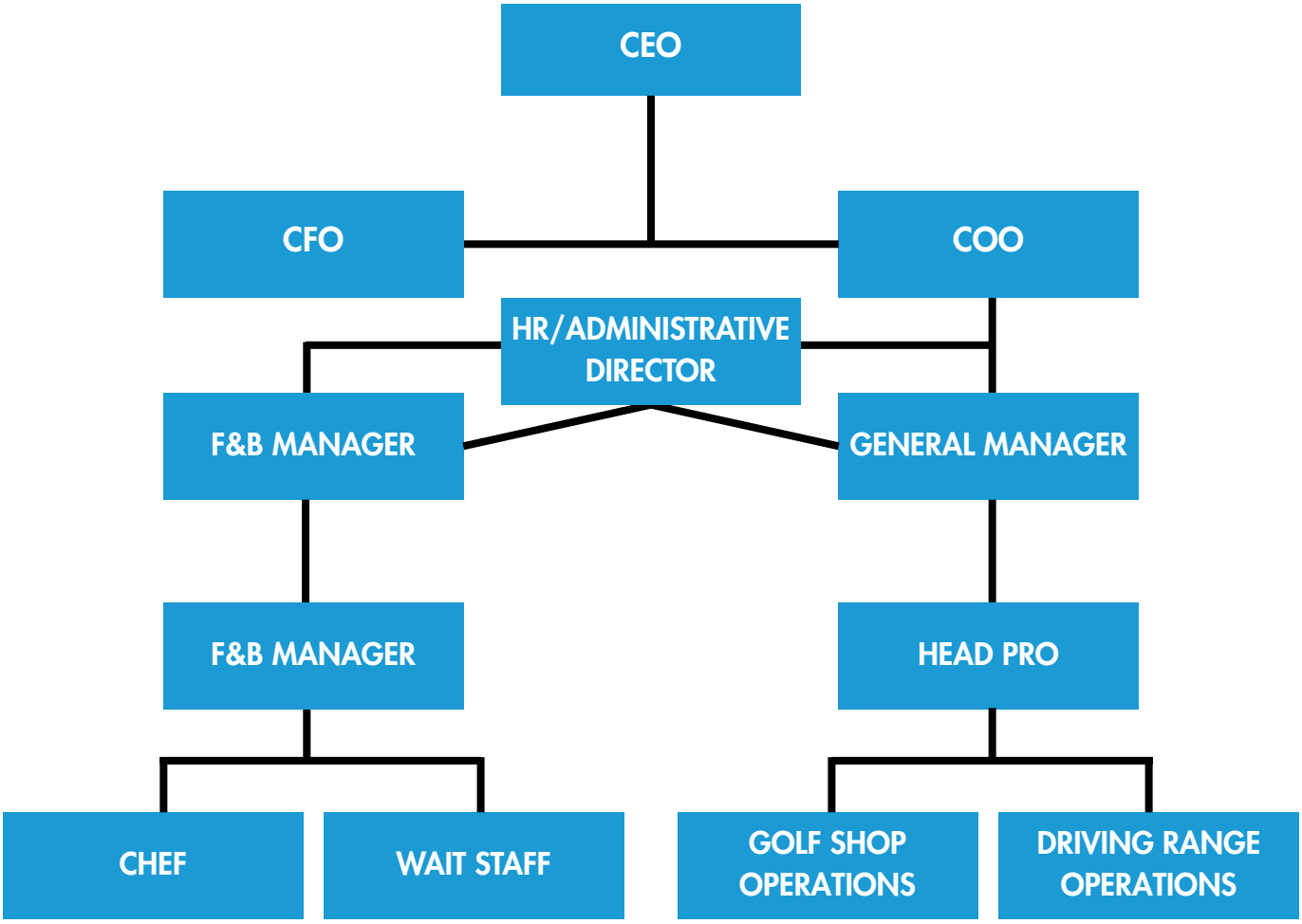
Maxim employs structured preventative maintenance systems and monthly inspection checklists to ensure all public-facing areas remain clean, safe, and functional. Routine inspections cover infrastructure, common areas, signage, pathways, cart barns, and practice facilities. Any issues are documented, prioritized, and addressed promptly, with reporting provided to the City for transparency.

This disciplined approach protects public assets, reduces long-term maintenance costs, and ensures the facility consistently reflects professional standards.

In Conclusion

Maxim Golf's management approach is designed to deliver measurable results across participation, financial performance, community engagement, and operational excellence. By combining proven programming, transparent financial systems, strong customer service standards, and collaborative municipal partnership practices, we position Desert Lakes Golf Course to serve residents more effectively while strengthening its long-term sustainability as a public recreational asset.

MAXIM STAFFING HEIRARCHY



GENERAL MANAGER QUALIFICATIONS

5757 E. Eagle Knoll Dr.
Hartsburg, MO 65039
(573) 761-4653

Position: General Manager

Supervisor: Chief Operating Officer of Maxim Golf Properties

Responsibilities:

- Provide service to members and patrons in all areas.
- Manage all golf shop operations including tee sheet management, membership sales, scheduling of golf shop and player service personnel, managing member and outside tournament and league activity, creating and maintaining reports, and answering and assisting in any golf related questions or inquiries.
- Oversee tournament management including tournament set up, cart staging, preparing sscorecards/cart signs/welcome letters/player lists, on-course assistance, and storing.
- Manage all outside service operations including cart staging, cart storage, setting up the practice facility, cleaning, and cart maintenance.
- Inventory management of all Food and Beverage and Golf Shop merchandise. Oversee and account for sales food, beverage, alcohol, clubs, apparel, and accessories. Keeping a clean and well-kept shop. Work with members and guests on special orders.
- Responsible for all opening and closing duties including end of day deposit.
- Oversight of all monthly, quarterly, and annual inventories.
- Oversight of all purchasing, including the proper coding of invoices.
- Aid in development of marketing ideas from sales to member events.
- Manage golf car fleet rotation, cleanliness, and GPS programming.
- Manage range including quality and quantity of practice ball inventory, range baskets and bags, targets, and practice facility area amenities and accessories.

Preferred Proficiencies:

- Microsoft Office Products (Excel, Word, Outlook, Access, PowerPoint)
- Ability to learn/manage online tee-times and cloud based POS (foreUP)
- Ability to manage Textron GPS Fleet Management golf cart system

Compensation:

- Compensation based on experience - $60,00 - $80,000 annually
- Bonuses for Membership and Tournament Sales

Any insurance held by Maxim Golf with include the city as co-insurers.

Incident Report

Procedures for reporting work related employee injuries and non-employee injuries and incidents:

- All work-related injuries, including First Aid only, must complete this packet and send to kailyns@maxim.golf.
- All non-employee injuries and incidents must complete the Patron Incident Report along with the Patron Incident Supervisor Report and send to kailyns@maxim.golf.
- If treatment is sought by the employee, please send employee to preferred physician for your location. If you need assistance locating a physician, please email Kailyn at kailyns@maxim.golf.

• Employee should clock out for doctor's appointments related to the injury and employee should do their best to schedule doctor appointments during breaks, lunches or days off.

• Work restrictions must be accommodated, and the employee must return to work unless the physician orders differently. Transitional duties should be clearly discussed with employee and the form signed by the employee. If you need assistance, please contact Human Resources.

• If any changes in condition or other issues arise during an employee's claim, please notify Human Resources.

SUPERVISOR REPORT

Your Name _____ Date _____

Employee Name_____

Date of Injury _____/_____/_____ Time of Injury _____:_____ AM PM (***circle one***)

Date Reported _____/_____/_____

Facility _____

Location of injury if different from above _____

Occupation _____ Date of Hire _____/_____/_____

How did the injury occur? _____

_____

What body part was injured & to what extent? _____

_____

Witness Name _____

Type of Safety equipment provided? _____

Type of Safety equipment used? _____

If safety equipment was not used, why? _____

Will the employee miss any work? _____

If yes, indicate dates missed _____

Did employee receive wages on the date of injury? _____

If the employee is working with restrictions, what are the restrictions?

_____

List any concerns you have regarding this incident _____

_____

Has employee received education about causes of injury prior to injury?

_____

WITNESS STATEMENT

(To be completed by the Witness)

Your Name _____ Date _____

Your Phone Number (_____) _____ Email _____

Address _____

City _____ State _____ Zip _____

Name of injured employee/patron _____

Date of Injury/Incident _____ Time of Injury/Incident _____

Witness to accident, injury, or incident is required to answer all the following questions:

1. Did you witness the accident, injury, or incident? Yes ☐ No ☐

Please describe what you saw _____

_____

_____

2. What part of the body was injured? _____

3. Describe the injury (strain, bruise, cut) _____

4. What did the employee/patron say at the time of injury? _____

_____

5. Did the employee/patron complain of pain? Yes ☐ No ☐ If so, where? _____

_____

6. Explain what the employee/patron was doing at the time the injury occurred? _____

_____

The above statement is true and correct:

_____ Date _____

(Signature of Witness)

Willfully making a false statement for the purpose of obtaining or denying benefits is a crime and subject to both penalties and prosecution.

PATRON INCIDENT – SUPERVISOR REPORT

Your Name _____ Date _____

Patron Name_____ Patron Contact Number (_____)_____-_____

Patron Address _____

Patron Email _____

Date of Injury _____/_____/_____ Time of Injury _____:_____ AM PM (***circle one***)

Date Reported _____/_____/_____

Date of **Non-Injury** Incident _____ Time of Incident _____ Date Reported _____

Facility _____

Location of injury/incident if different from above _____

_____

Is Person a: (***check one***) Member ☐ Patron ☐

How did the injury occur? _____

_____

What body part was injured & to what extent? _____

_____

What is the nature of the **non-injury** incident? _____

_____

Witness Name _____

Did the injury or incident involve property equipment (golf cart / maintenance equipment / etc.)?

Please describe_____

_____

Were first responders called: (Fire/Medical/Police)? Yes ☐ No ☐

Describe any interactions you had with first responders _____

_____

List any concerns you have regarding this incident _____

_____

_____

AUTHORIZATION FOR TREATMENT – WORK RELATED

(Please send a copy with employee for physician visit)

Name _____ Date of injury_____

Employer Name _____

A claim number will be assigned in the near future.

Please send bills and medical records until otherwise instructed to:

Attn: Maxim Golf - Work Comp

5757 E Eagle Knoll Dr

Hartsburg, MO 65039

or E-Mail to: kailyns@maxim.golf.

Remarks _____

_____

_____

_____

Authorized Signature _____ Date _____

DECLINE OF MEDICAL TREATMENT FORM

This form is only to be signed if you DO NOT require medical attention in relation to your report of an on-the-job incident.

I, _____, acknowledge that I have reported an on-the-job incident. The facility has offered me medical attention to be administered by the facility's designated workers' compensation physician. However, at this time I feel I DO NOT REQUIRE medical attention and by signing this form I am stating that I can safely complete the essential functions of my job without compromising the safety of my coworkers, customers, or myself. I understand that if my condition changes in relation to this work-related incident that I must notify the Manager before seeking any medical attention.

By signing this form, I am declining medical attention by a physician at this time.

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date

TRANSITIONAL DUTY ASSIGNMENTS

Employee Name _____ Date _____

Date of Injury _____ Return to Work _____

Physician Restrictions _____

_____

Any Restriction of Work Hours_____

Office / Administrative Department(s)

Supervisor _____

_____ Answer Phones

_____ File

_____ Computer Work

_____ Deliver Mail / Run Errands

_____ Shred

Golf Shop / Golf Course / F&B Department(s)

Supervisor _____

_____ Clean Facilities (Restrooms/Office/Kitchen)

_____ Wash Windows

_____ Clean common areas

_____ Vacuum

_____ Sweep outside areas

Other duties:

_____

_____

_____

_____

By signing this form, I am acknowledging that I understand my responsibilities and duties while on Transitional Duty. I understand that I must always follow my physician's restrictions and this facility's Transitional Duty Policy until I am fully released by my physician. Failure to comply with my physician's restrictions and / or the Transitional Duty Policy is subject to disciplinary action.

_____ _____

Employee Date Supervisor Date

☐ I refuse the Transitional Duties offered to me by the employer.

_____ _____

Employee Date Supervisor Date

AUTHORIZATION FOR MEDICAL RECORDS AND COMMUNICATION RELEASE

By this form, or copy thereof, I hereby authorize any licensed physician, chiropractor, medical practitioner, hospital, clinic, or other medical or medically related facility, insurance company, or other organization, institution, or person, that has any records or knowledge of my mental or physical health, history, condition or well-being, to supply such information to my employer, its insurer, claims administrator, or attorneys. I specifically authorize any treating physician, or medical care provider to communicate orally, or in writing, with my employer, its insurer, claims administrator, rehabilitation, or medical management consultant, or attorneys, as to my care and treatment, and as to any other issues including diagnosis, prognosis, causal connection of care and treatment of my work injury or duties and ability to work. In conjunction with this, I also authorize any treating physician or medical provider to review any additional materials provided to them.

A photocopy of this authorization shall be as valid as the original. This release shall remain valid for the length of my claim.

_____

Employee Signature

_____

Print Name

_____

Date

The Maxim Golf Employee Service Standards are rooted in our mission and our five vision points.

MISSION

To enrich the lives of families and individuals through golf, fitness and healthy lifestyles.

VISION

- Be the best in guest satisfaction, value and convenience for golf, social, and healthy activities
- Help families build strong relationships through involvement in golf, and other healthy activities.
- Make a difference in people's lives, especially those of children.
- Educate people about golf, fitness, nutrition and healthy lifestyles.
- Support Maxim's Veterans Ventures foundation.

We believe these principles are wholly compatible with the City's Philosophy, Intent, and Expectations for the operation of its municipal golf course. Our vision to be the best in guest satisfaction, value and convenience in golf, social and other healthy activities exceeds the City's expectation to have course conditions and customer service commensurate with other quality courses in the area. Maxim provides a superior value and a better customer experience than traditional public golf models.

All Maxim employees are held to the standards outlined in the Maxim Service Providers Handbook. Maxim employees are instructed in how they are to deliver the best possible service to our members and patrons through a detailed plan that covers everything from answering the phone to ensuring our facilities are always neatly kept, swept, and scrubbed. Maxim team members are taught that "there is never a right way to do the wrong thing". At Maxim we believe in ensuring our team members look the part, talk the part, and act the part of being a golf industry professional. This standard is upheld in every area of our operation from the maintenance staff to those that work in and around the clubhouse areas.

Below are a few excerpts and examples from our Service Provider handbook:

Maxim Team Member Mission Statement

"We will strive daily to meet needs and exceed the expectations of our members and patrons in every way. To accomplish this, we will locate, educate, evaluate, appreciate and compensate our service providers to create **GREAT** team members who are equipped and prepared to deliver an experience that is unmatched in our industry." *Maxim Service Handbook (September 2021) pg.1*

What **GREAT** means to us:
Greet each member and patron with eye contact, and a warm welcome
Respect all members and patrons as well as fellow team members
Enthusiasm toward your job shows pride and effort
Actions not words are what ultimately matters most
Teamwork at all levels is what makes service "click" *Maxim Service Handbook (September 2021) pg.2*

Service at Maxim is what separates us from other clubs and organizations in our industry. Great services are what we are striving for and expect from all our team members. Always remember that Great Service must start with a Great First Impression. **Great starts with the Greet.** You only get **one chance** to make a first impression. This begins with the impression our members and patrons receive as soon as they enter our grounds and facilities. It happens before a single personal interaction takes place and continues when we immediately acknowledge our members and patrons and greet them with a warm and sincere welcome. Great Service requires a complete effort on all fronts by all team members and is attainable if we focus on the Five A's of Service.
Appearance · **A**ttitude · **A**wareness · **A**ccountability · **A**ttention to Detail

Maxim Service Handbook (September 2021) pg.2

---

10 Essential Attributes of Maxim Team Members

1. **Natural Ability to Anticipate Member/Patron Needs:** Our team member's ability to anticipate needs provides the opportunity to extend service above and beyond member and patron expectations. Remember this saying at all times "The answer is "I'm happy to assist you, now what's the question?"
2. **A Sincere Desire to Please:** Service may be good, but when sincerity is added it becomes GREAT.
3. **Genuinely Friendly:** At Maxim Golf we want team members who like people and who truly enjoy interacting with others. Having this quality decompresses our member/patron and allows us to do what we do best.
4. **Smile:** A smile is something that can change someone's perception of you. A smile goes a long way and doesn't cost a thing.
5. **Intelligence:** Intelligence is a form of common sense and good judgement that is needed to serve our members and patrons. This common sense and good judgement makes serving our members and patrons second nature.
6. **High Energy:** Great service comes from team members who always perform their job with a spark of enthusiasm and eagerness that conveys a positive energy to members and patrons.
7. **Pride:** Team members who understand the importance of their job and the contribution they are making have a pride, self-esteem and an attitude that is evident to everyone around them.
8. **Ability to Change:** Change is never easy or comfortable, but it is your ability to change in order to accomplish different tasks that sets you apart.
9. Trustworthiness. At Maxim Golf we have a moral responsibility to our members and patrons to always work to earn their trust. Once trust is achieved, we win.
10. **Relentless:** It is not our ability to succeed in our jobs that set us apart, but a relentless and never-ending pursuit of perfection. Satisfied members and patrons is not enough; we need to create Raving Fans. *Maxim Service Handbook (September 2021) pg.4*

EQUITY AND INCLUSION TRAINING

Maxim Golf is made up of a diverse team of employees. Employees are hired promoted and rewarded based strictly upon performance, acumen, and capability.

YOUTH DEVELOPMENT/INTERNSHIPS

Now more than ever, families are looking for safe and healthy outdoor activities in which to participate. Golf is the perfect opportunity for those people. At Maxim Golf we have always invested in Jr. Golf and Family Golf. Most golfers learn their love of the game from playing as children with their family members and friends. While it's true that some people learn their love for the game later in life, statistics by the NGF, USGA, and AJGA clearly demonstrate that the most devoted players of the game learn at an early age. This is why all Maxim Golf facilities offer a once-a-year FREE 2-day Jr. Golf Camp to all kids ages 5-17. Maxim Golf also offers affordable summer only Jr. Golf walking memberships and heavily discounted Jr. Golf rates to children after 3pm each day of the week (children under the age of 12 must be accompanied by an adult). If Maxim Golf is selected to manage Desert Lakes Golf Course, we would immediately institute these proven programs.

Maxim Golf provides internships in all facets of golf operations. Many of our staff at our facilities have been promoted from cart attendants all the way up to managers. We have a proven track record of developing our current staff into organizational leaders.

Siloam Springs Junior Golf Camp, 2024

ROUTINE MAINTENANCE AND REPAIRS

Maxim Golf manages routine maintenance and repairs for facility infrastructure through a structured system of preventative planning, scheduled inspections, and documented accountability designed to ensure all non-course areas remain safe, functional, and visually aligned with City standards. Our team utilizes monthly operational checklists and inspection protocols covering all operational structures and public-use spaces. Outdoor facilities such as pathways, seating areas, signage, exterior surfaces, entry points, and common-use areas are reviewed regularly for safety, cleanliness, and condition. Any issues identified are documented, prioritized, and addressed promptly, with clear reporting provided so the City maintains full visibility into maintenance activity and facility status.

Landscaping surrounding retail areas, operational buildings, cart barns, practice facilities, and driving range spaces is maintained with a strong emphasis on presentation and usability. These areas form the first and last impressions guests have of the facility, and Maxim treats them as critical components of the overall experience. Routine care includes trimming, debris removal, edging, surface cleaning, waste management, and detail work to keep high-traffic zones clean and welcoming. Cart barns and practice areas are inspected for organization, safety, and functionality, while range equipment and practice-use infrastructure are routinely checked to ensure consistent performance. This disciplined approach ensures all City-facing portions of the property operate as a clean, professional, and well-maintained public recreational asset.

The following 2-pages show our checklists regarding regular cart maintenance to ensure all golf cars are running at their highest ability.

ROUTINE MAINTENANCE AND REPAIRS

Remarks	Daily Pre-Operation	40 Rounds 20 Hrs. 100 Miles 150 kms (Every Month)	250 Rounds 125 Hours 600 Miles 1000 kms (Every 6 Months)	500 Rounds 250 Hours 1200 Miles 2000 kms (Every year)	1000 Rounds 500 Hours 2500 Miles 4000 kms (Every 2 years)	2000 Rounds 100 Hours 5000 Miles 8000 kms (Every 4 years)
Replace engine oil				R	R	R
Grease primary and secondary clutch				L		
Adjust throttle cables, check electronic fuel injection, throttle shaft for wear				CA	CA	CA
Check starter V-belt for damage and tension				CS	CS	CS
Check drive belt for slippage, wear, or scratches				CS	CS	CS
Check operation of speed limiter				CS	CS	CS
Apply battery terminal protectant				S	S	S
Check wiring connections and insulation				CS	CS	CS
Check rear axle bearing play for roughness or freeplay				CS	CS	CS
Performs primary and secondary clutch maintenance: (primary) Inspect sheaves for wear and damage Inspect weights/washer and sliders for wear (secondary) Inspect ramp shoes for wear Replace if necessary				CL	CL	CL
Check steering knuckle bushing free play / adjust wheel alignment				CA	CA	CA
Check wheel nut tightness, front wheel bearing play				CS	CS	CS
Adjust parking brake release				CA	CA	CA
Check tail screen for clogging				CS		
Replace brake cables					R	
Check start brushes for wear and commutator for dirt					CS	S
Replace transmission oil						R
Replace fuel hoses						R
Check tightness of cylinder head / adjust valves						CA
Inspect brake shoes and adjust or replace if necessary						CS R

C=Check, CA=Check/Adjust, R=Replace, S=Perform, CL=Clean/Lubricate						
	Before Use	40 Rounds 20 Hrs. 100 Miles 150 kms (Every Month)	250 Rounds 125 Hours 600 Miles 1000 kms (Every 6 Months)	500 Rounds 250 Hours 1200 Miles 2000 kms (Every year)	1000 Rounds 500 Hours 2500 Miles 4000 kms (Every 2 years)	2000 Rounds 100 Hours 5000 Miles 8000 kms (Every 4 years)
Battery Charger	S	S	S	S	S	S
Clean Battery	S	S	S	S	S	S
Check Brakes	C	CA	CA	CA	CA	CA
Check Steering	C	C	C	C	C	C
Check Tites	C	CA	CA	CA	CA	CA
Check Body	C	C	C	C	C	C
Battery Discharge Test				S	S	S
Replace Rear Axle Lubricant				R	R	R
Clean and Lubricate Pedals		CL				

ELECTRIC CART AND CART BARN EXPERIENCE

Maxim Golf maintains over 1,400 golf cars across its brand comprised both of gas powered and battery powered fleets. Represented by all 3 major manufacturers (EZGO, Yamaha, Club Car). Maxim Golf's belief is that lithium powered golf cars will continue to be the powered source of the future. Maxim Golf uses it's economies of scale to negotiate and procure golf cars for the best pricing found within the industry. On behalf of Maxim's clients and Maxim's owned facilities, the advancements of lithium battery powered cars has proven to provide the best experience to it's members and patrons and, when amoritized over time, has shown to be the most financially sensible choice for golf car provisions.

PURCHASING SYSTEMS AND STANDARDS

Maxim Golf possess significant economies of scale as well as years of product experiences which are leveraged on behalf of all of Maxim's clients. Maxim possesses relationships with all major service and produt providers across the golf industry and continues to negotiate better offerings for it's members, patrons, and client owners. The list includes, but is not limited to:
Acushnet (Titleist/Foot Joy), John Deere, Yamaha, Wilson Sporting Goods, Jacobsen, Central Turf, Ping, Toro, Kansas Golf & Turf, Taylor Made, Reinder's, Van Diest, Bridgestone/Srixon, Van Wall, Soil Tech, Bermuda Sands, Napa, Sysco Foods, Lucky Brand, Capital Sand, Standard Liqour, Next Belt, EZGO, All Star Pro Golf, Club Car

FINANCIAL AND OPERATING SYSTEMS

Maxim Golf deploys a fully integrated technology stack designed to streamline and enhance the guest experience, as well as provide ownership with clear financial visibility. Each system listed below has been vetted across our portfolio of managed facilities and selected based on reliability, reporting capability, scalability, and long-term cost efficiency. We believe that these selected playtforms will position Desert Lakes Golf Course for both immediate stability and long-term performance.

foreUP

foreUP will serve as the central operating system for the facility. This platform manages point-of-sale transactions, tee sheet operations, memberships, leagues, tournaments, retail inventory, and reporting within one unified environment. The system allows real-time data visibility across all departments, enabling staff to make informed operational decisions while providing ownership with transparent performance metrics. Its cloud-based architecture also ensures system stability, remote access, and automatic updates without disruption to daily operations. Desert Lakes Golf Course already functions with foreUP, making the transition seamless. Our team has leverage with foreUP and would use this to negotiate a better monthly price for the golf course.

GolfBack

GolfBack will be utilized to drive incremental revenue through dynamic pricing strategies and automated customer retention campaigns. The platform has helped us maximize the rounds at the golf course, as well as the revenue by dynamically updating the pricing based on tee sheet availability. GolfBack also analyzes player behavior and purchasing patterns to deliver targeted messaging that increases return visits and fills off-peak tee times. This integration comes at no-cost to the facility, as each tee time will be charged a $1.25 booking fee ($0.75 going towards GolfBack and the other $0.50 will be donated to our non-profit, Veterans Ventures, helping active military transition from service to civilian careers).

Gallus Golf Mobile App

The Gallus mobile application enhances the golfer experience while creating additional revenue channels. Features include mobile tee time booking, food and beverage ordering, GPS yardage, push-notification promotions, digital loyalty programs, and tournament and league scoring. The app also serves as a direct communication channel between the facility and its patrons, strengthening brand engagement and improving operational efficiency by reducing call volume while increasing in-store traffic. Desert Lakes Golf Course will get their own personally branded app that will increase revenue in numerous ways.

QuickBooks Online

QuickBooks Online will be used as the facility's accounting and financial reporting platform. This system provides accurate real-time tracking of revenue, expenses, payroll allocations, vendor payments, and budget performance. Both our ownership group and the city will receive structured financial statements, custom reports, and forecasting tools that provide a clear view of operational health. The platform integrates seamlessly with POS reporting exports, reducing manual entry and minimizing accounting errors.

ADP Payroll

ADP will manage payroll processing, tax compliance, benefits administration, and workforce reporting. This system ensures timely and accurate employee compensation while maintaining full compliance with federal and state employment regulations. ADP's reporting tools also allow management to monitor labor cost percentages, overtime exposure, and staffing efficiency, allowing us to budget more effectively and cut unneeded expenses.

ACCOUNTING, FINANCIAL CONTROLS, AND REPORTING

See below for our detailed P&L statements as well as our balance sheets that you can expect.

Dubs Dread
Profit and Loss
January - December 2025

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025
Income						
4100 Membership						
4120 Membership Dues	$ 15,893	$ 15,697	$ 19,240	$ 19,972	$ 22,317	$ 22,327
Total 4100 Membership	**$ 15,893**	**$ 15,697**	**$ 19,240**	**$ 19,972**	**$ 22,317**	**$ 22,327**
4200 GO						
4210 Green Fees	$ -	$ 7,673	$ 61,372	$ 92,228	$ 155,580	$ 167,781
4220 Golf Carts	$ -	$ 1,435	$ 15,775	$ 41,584	$ 59,157	$ 64,438
4230 Driving Range	$ 5	$ 202	$ 3,550	$ 4,484	$ 8,308	$ 8,113
4250 Tournaments / Leagues	$ -	$ -	$ -			
4260 Golf Shop						
4261 Apparels Sales	$ 1,107	$ 1,565	$ 9,402	$ 14,536	$ 17,118	$ 23,837
4262 Balls Sales	$ 4,381	$ 683	$ 6,508	$ 6,268	$ 11,250	$ 16,029
4263 Shoes Sales	$ 96	$ 455	$ 2,254	$ 1,364	$ 1,743	$ 996
4264 Clubs Sales	$ 315	$ 818	$ 2,222	$ 4,156	$ 4,181	$ 6,332
4265 Bags Sales	$ -	$ 150	$ 462	$ 754	$ 612	$ 888
4266 Misc Merch Sales	$ 1,400	$ -	$ 775	$ 1,126	$ 1,302	$ 2,188
Total 4260 Golf Shop	**$ 7,299**	**$ 3,671**	**$ 21,622**	**$ 28,204**	**$ 36,206**	**$ 50,271**
4290 Rental Clubs	$ -	$ 35	$ 350	$ 400	$ 1,330	$ 2,126
4295 Handicap	$ -	$ -	$ 4,765	$ 1,329	$ 321	$ 229
Total 4200 GO	**$ 7,304**	**$ 13,016**	**$ 107,434**	**$ 168,229**	**$ 260,902**	**$ 292,958**
4400 F&B Operations						
4401 Grill Sales						
4410 Food Sales	$ 209	$ 1,011	$ 7,467	$ 10,174	$ 16,886	$ 21,035
4415 Soft Drink Sales	$ 104	$ 306	$ 2,134	$ 2,549	$ 4,929	$ 5,360
4420 Beer Sales	$ 1,831	$ 3,103	$ 14,403	$ 18,508	$ 34,149	$ 30,822
4430 Wine Sales	$ 68	$ 129	$ 91	$ 215	$ 528	$ 251
4440 Liquor Sales	$ 3,133	$ 2,142	$ 11,255	$ 17,172	$ 25,894	$ 27,214
4445 Tobacco Sales	$ 7	$ 61	$ 233	$ 332	$ 542	$ 1,043
Total 4401 Grill Sales	**$ 5,351**	**$ 6,752**	**$ 35,584**	**$ 48,949**	**$ 82,928**	**$ 85,725**
Other F&B						
4456 Event Rental	$ 600	$ 150	$ -	$ 150	$ 400	$ 500
4457 Service Fee & Tips	$ -	$ -	$ -	$ -	$ -	$ -
Total Other F&B	**$ 600**	**$ 150**	**$ -**	**$ 150**	**$ 400**	**$ 500**
Total 4400 F&B Operations	**$ 5,951**	**$ 6,902**	**$ 35,584**	**$ 49,099**	**$ 83,328**	**$ 86,225**
Other Income	$ -	$ -	$ -			
Uncategorized Income	$ -	$ -	$ -	$ -	$ -	$ -
Total Income	**$ 29,148**	**$ 35,615**	**$ 162,258**	**$ 237,300**	**$ 366,547**	**$ 401,510**
Cost of Goods Sold						
5200 GO COGS						
5260 Golf Shop COGS						
5261 Apparels COGS						

Other Current Assets		
Credit Account AR	$	765
Deposits In Transit	$	102,518
Due from Bryan	$	10,000
Due From Green Hills	$	-
Due From Maxim	$	2,452
Due from Maxim - Golf Carts	$	43,800
Due From Siloam Springs	$	17,947
Due From Tiffany Greens	$	60,000
Earnest Money New Course	$	33,667
Food Inventory	$	3,673
Inventory Pro Shop	$	46,312
Liquor Inventory	$	9,076
Maxim Uniforms	$	1,021
Total Other Current Assets	**$**	**331,231**
Total Current Assets	**$**	**341,414**
Fixed Assets		
2024 John Deere Equipment	$	55,511
Accumulated Depreciation	$	(413,333)
Buildings	$	500,000
Bunker Improvement 2024	$	276,965
Clubhouse Equipment	$	150,000
Equipment	$	14,436
Golf Carts - 2024 GH	$	180,000
JD Fairway Mower	$	37,500
John Deere 2020 7700A Fairway Mower	$	49,096
Land Improvements	$	450,000
Land- Excess	$	750,000
Land- Golf	$	100,000
Maintenance Equipment	$	390,000
Range Equipment	$	8,213
Skid Steer	$	15,000
Total Fixed Assets	**$**	**2,563,388**
TOTAL ASSETS	**$**	**2,904,802**
LIABILITIES AND EQUITY		

One of Maxim Golf's greatest strengths is its marketing ability. The development and execution of an affordable, yet effective, marketing plan is a science that requires years of trial an error to perfect. We have built and executed annual marketing programs with budgets of over $250,000 all the way down to individual property marketing budgets that range under $5,000. We pride ourselves in using golf course marketing assets such as email and social media to effectively deliver messaging at no cost to the property. Cooperative and collaborative marketing with other businesses that can derive mutual benefit from ad spends is also a focus of our efforts to affordably deliver messaging. Above all, we pride ourselves in developing marketing materials that display the highest level of quality and professionalism.

MOBILE APP

We've developed a strong relationship with Gallus Golf, and have secured the best pricing in the market with our portfolio leverage. In the past year, we've added **11** mobile apps to our courses and have seen so much success that case studies have been done on our facilities. See below the perks of our mobile app:

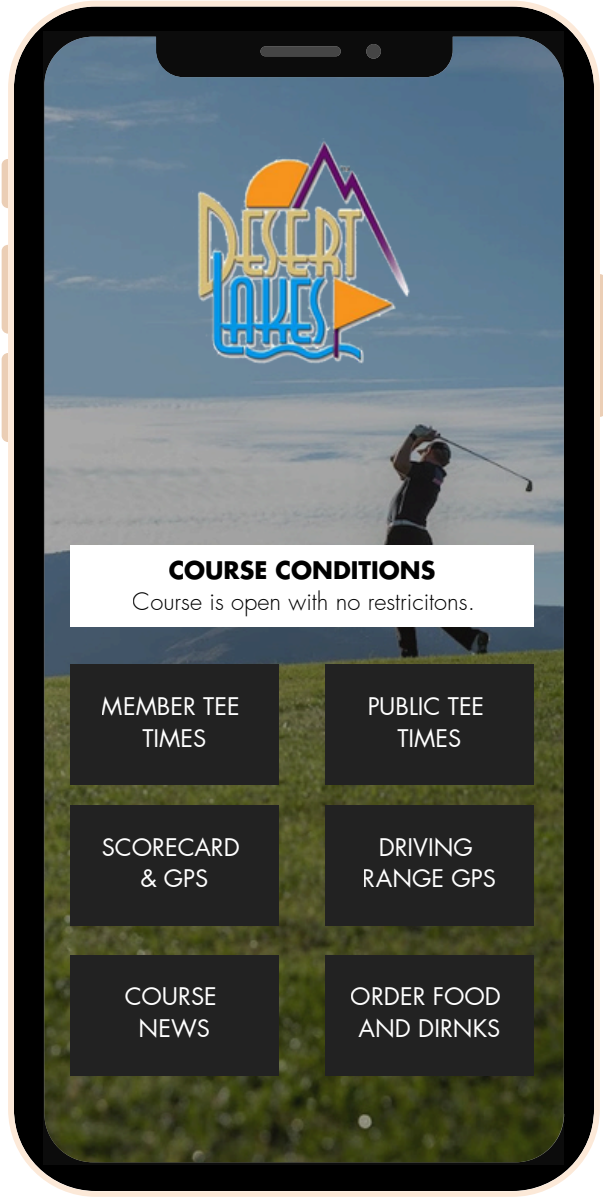
Seamless Tee Time Integration
- Both members and the public can book their tee times directly through the app.

Course and Driving Range GPS
- Dial in your yardages whether you're clearing the tree line or picking targets on the range.

Tournament and League Scoring
- Built-in scoring integrations along with print materials for day of.

Stay Up To Date With Upcoming Events
- Create sign up forms, promote upcoming events, and watch your attendance rise.

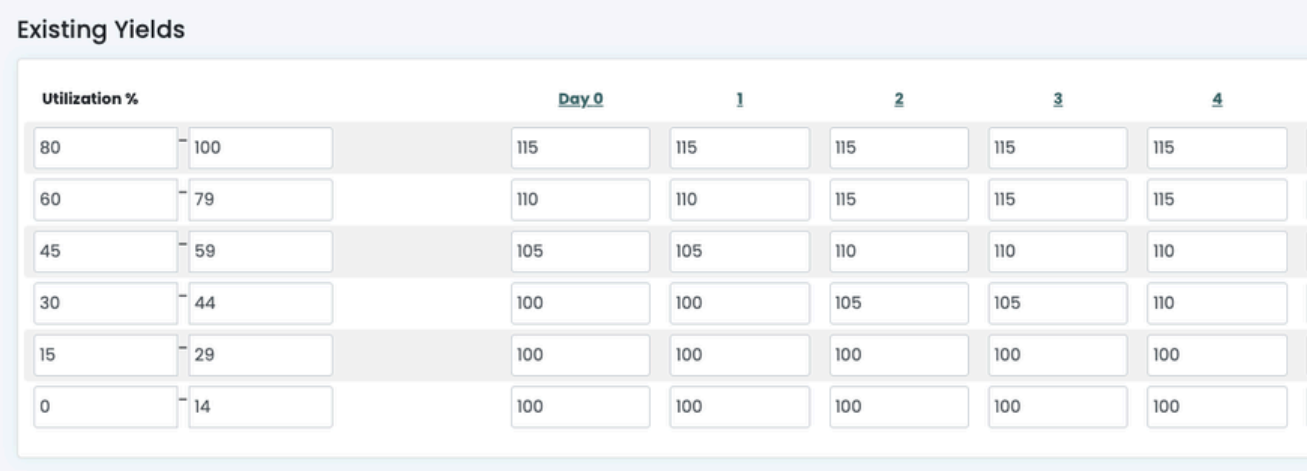
Order F&B From The 19th Hole Bar & Grill
- This optional feature provides another alternative for the community to dine.



The result is a modern, branded experience that elevates the course's reputation and converts digital engagement into on-property spending.

DYNAMIC PRICING INTEGRATIONS

We've partnered with GolfBack, a dynamic pricing tool that allows us to maximize our green fee revenue based on the market demands. This solution automatically adjusts rates dynamically as the tee sheet fills. In the example below, if the tee sheet is 70% full 2 days out, then we dynamically raise prices by 15% above the normal rack rate.



RESULTS WE'VE SEEN

The data below is comprised of tee times booked between May 1 - September 1 compared YoY from 2024 to 2025. This data shows that finding the right price point is key. Some of our courses saw lower average prices per round (APR) that turned into 2x the number of bookings.

	EAGLE KNOLL GOLF CLUB	SPRING VALLEY GOLF CLUB	SILOAM SPRINGS GOLF CLUB
2025	**3,146 Rounds**	**2,473 Rounds**	**739 Rounds**
2024	*1,549*	*17*	*374*
2025	**$41.40 APR**	**$35.67 APR**	**$34.94 APR**
2024	*$43.04*	*36.62*	*$32.47*
2025	**$130,399 Online Rev.**	**$88,041 Online Rev.**	**$25,844 Online Rev.**
2024	*$66,610*	*$617*	*$12,165*

The result?
Pricing too high leaves rounds on the table.
Pricing too low leaves revenue on the table.

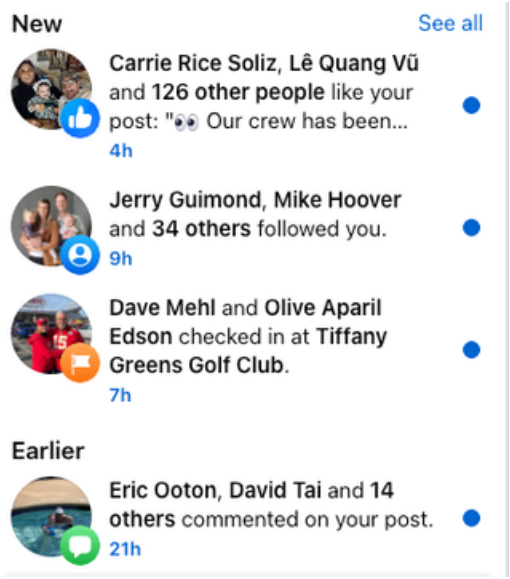
With our dynamic pricing, you maximize **BOTH** your rounds and revenue.

SOCIAL MEDIA

At Maxim Golf, we recognize how important social media has become. It's become the ultimate showcase of the product we offer, and convinces that questionable golfer to come out to the facility. Our dedicated social media team has uncovered the secret behind what gains the most traction and engagement, and we see the results below on a consistent basis.

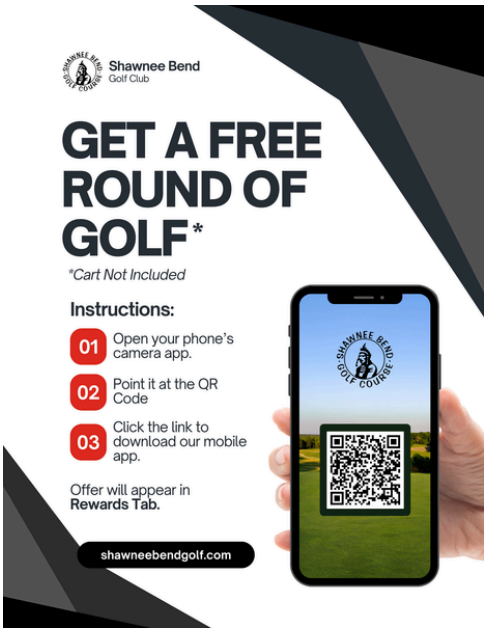
In the current era of social media, everything seems to need to be picture perfect. However, not everything is photoshopped when they come to the course but the authenticity you feel on social media is reciprocated in person.

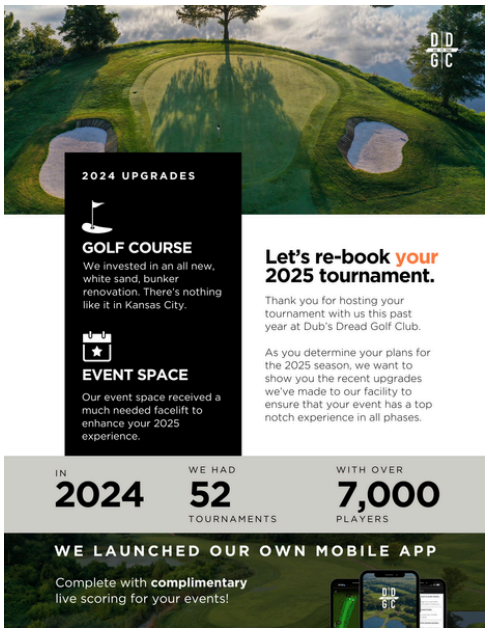
Desert Lakes Golf Course has a proven track record of posting and generating followers. Our team would look to take that in stride and continue to build on top of the strong foundation that's been built.



CONTENT CREATION

On top of our social media expertise, Maxim Golf has an in-house design team that generates flyers for menus, tournaments, community events, promotions, and more.





WEBSITE DESIGN AND SEO

Our team focuses on a very overlooked aspect of marketing, Search Engine Optimization. If Google doesn't know about you, then how will your customers? All of our golf courses rank on the first page of Google, even in our extremely saturated Kansas City markets. While Desert Lakes Golf Course doesn't have direct golf related competition in Alamogordo, we still want to be competitive when people are searching for golf in New Mexico. There is also a great opportunity to rank the 19th Hole Bar and Grill on the first page and compete with local area restaurants.

Examples of how we would pull this off would be to create a full menu on the website (rather than images of the menu). This would allow Google to understand what's on the menu so when somebody searches "Tuesday Lunch Specials in Alamogordo", the 19th Hole would begin to rank higher for that specific query.

On top of that, we would continue to optimize the Google Business Listing by providing our framework for generating positive reviews, updating the profile with current photos of the course, and optimizing it for specific keywords that users are searching for.

TOPTRACER RANGE

Maxim Golf supports the addition of technology-driven amenities that make golf more approachable and accessible to a broader audience. The City has expressed interest in enhancing the driving range at Desert Lakes through the installation of 80-foot safety netting and the potential addition of Toptracer Range technology. While Toptracer is not currently installed within our portfolio, members of our team have direct experience managing the installation process from planning through launch and understand the infrastructure, coordination, and operational requirements involved. Interactive range technology transforms the traditional practice experience into an activity that appeals to beginners, families, youth, and casual users, as well as experienced golfers. By creating a welcoming, entertainment-driven environment, the range becomes a community recreation hub that attracts first-time visitors and encourages repeat usage, ultimately increasing participation and revenue while expanding access to the game.

FREE CLINICS

Across Maxim Golf facilities, we have successfully increased participation by offering free or highly affordable introductory clinics specifically designed for individuals new to golf. These programs are structured to be supportive and relaxing, helping participants build confidence while learning basic skills. Clinics often serve as a first point of contact for individuals who may have previously viewed golf as inaccessible or unfamiliar. At courses such as Green Hills, these initiatives have consistently introduced new players to the game and converted many into returning guests and active participants. By removing cost and experience barriers, these programs expand access to recreational opportunities and ensure that facilities serve a wider cross-section of the community.

FREE RENTAL CLUBS

One of the most effective ways to increase inclusivity is to eliminate equipment barriers. Several Maxim-managed facilities provide complimentary rental clubs for guests who do not own equipment or may not have the means to purchase their own. This allows individuals to participate immediately without financial pressure or preparation requirements. Offering equipment access ensures that curiosity can turn into participation the moment someone arrives at the facility. This small operational decision has proven to be a meaningful step in making golf more accessible to individuals from a wide range of backgrounds and experience levels.

BENEFIT TO FRONTLINE USERS IN ALAMOGORDO

Together, these initiatives create a comprehensive participation strategy that supports the City's goal of ensuring Desert Lakes Golf Course is welcoming, inclusive, and accessible to all residents. Technology-enhanced practice options, beginner-focused instruction, and equipment accessibility work in tandem to attract new users and increase facility utilization. For the City, this means broader public benefit from an existing recreational asset, increased participation without requiring major expansion, and a facility that actively serves residents of all ages, backgrounds, and experience levels while strengthening long-term financial sustainability.

NON-PROFIT PARTNERSHIP

Maxim Golf is proud to support Veterans Ventures, a nonprofit initiative dedicated to assisting active-duty service members as they transition into civilian careers. Through this program, a portion of revenue generated from tee time bookings within our management network is directed toward funding career development resources, job placement assistance, and transitional support services for military personnel. This initiative reflects Maxim Golf's belief that recreational facilities can play a meaningful role in strengthening communities beyond traditional operations by supporting those who have served.

For a community such as Alamogordo, home to a strong military presence and a population that includes active-duty members, veterans, and military families, this partnership provides direct local relevance. The presence of a golf facility that actively contributes to veteran-focused programs demonstrates a commitment not only to recreation but also to community values. By supporting Veterans Ventures, Desert Lakes Golf Course would serve as more than a recreational amenity; it would also become part of a broader effort to recognize and support military service members and their families in a tangible way.

From the City's perspective, participation in a program like Veterans Ventures reinforces Alamogordo's identity as a community that values service, opportunity, and civic partnership. It strengthens the course's role as a community asset while contributing to workforce development and transition resources that benefit residents. Importantly, the program operates without requiring additional municipal funding, allowing the City to participate in a meaningful community initiative without added financial burden.

Beyond financial contributions, Maxim Golf also supports Veterans Ventures through awareness campaigns, on-site promotional events, and community engagement opportunities that highlight the program's mission. These efforts help connect local residents, businesses, and organizations with the initiative, further integrating the golf course into the civic fabric of the community.

Through Veterans Ventures, Maxim Golf demonstrates that responsible facility management extends beyond operations: it includes investing in people, supporting communities, and creating opportunities that positively impact the regions we serve.

TRANSITION PLAN

Maxim Golf desires to work with the current operator in every capacity to make a smooth transition for the City of Alamogordo, patrons, and members of the golf facility. This would include the sharing of knowledge and resources by Maxim, and appropriate compensation for the current operator. Maxim Golf is open to retaining the current operator in a partnership or employed agreement.

PERFORMANCE MANAGEMENT AND IMPROVEMENT

Maxim Golf has a clear and auditable set of policies and practices evidenced in Maxim's Golf Management Service and Operational Policies handbook. Maxim has a number of client references (attached to this RFP response) that clearly indicate our performance ability across a number of clubs that vary in size, location, demographics, infrastructure, and revenue. We ask any potential client to reach out to ANY of our existing clients in the municipal space to get a firsthand reference of how we plan, cooperate, and execute our client's desired outcomes. We meet regularly with our clients (city staff and elected leadership) to plan and audit the progress of our client's goals.

MANAGEMENT AND COMPENSATION STRUCTURE (ATTACHMENT 2)

Maxim Golf proposes a fixed annual management fee of $58,000 for golf shop and food and beverage operations or a fixed annual management fee of $70,000 for golf shop, food and beverage, and golf course grounds and maintenance. It's Maxim Golf's suggestion that a flat fee proposal is a more advantageous and sound solution for the management of Desert Lakes Golf Course. While all employees under the contract remain Maxim employees and the expenses of those associated employees will be attributed to the operation, this proposed flat fee service will equate to a better financial performance for the city of Alamogordo. These terms are negotiable but represent the management fee structure found throughout Maxim's portfolio of clients and throughout the golf management industry at large.

This fee covers all executive management oversight, operational supervision, reporting, strategic planning, vendor management, marketing coordination, financial controls, and administrative support required to operate Desert Lakes Golf Course at a professional standard. The fixed-fee structure provides the City with cost certainty and eliminates variable administrative expenses that can fluctuate under percentage-based agreements.

In addition to the fixed fee, Maxim Golf proposes a performance-based participation in Net Operating Income (NOI). This structure aligns the operator's success directly with the City's success and ensures our incentives remain focused on increasing revenue, controlling expenses, and improving operational efficiency.

The percentage of NOI allocated to Maxim Golf would be mutually negotiated with the City prior to contract execution and can be structured in a way that protects municipal interests, such as:

- Applying only after a defined revenue or profitability threshold is achieved
- Implementing tiered percentages based on performance milestones
- Structuring participation only on incremental NOI growth

This model ensures Maxim is rewarded only when the facility performs well financially, creating a true partnership approach rather than a fixed-cost vendor relationship.

All clubhouse and golf shop personnel would be employees of Maxim Golf and managed directly by our leadership team. While staff would operate under Maxim Golf's employment structure, all personnel costs would remain part of the City's operational budget, ensuring full transparency and municipal oversight of labor expenses. This structure allows the City to benefit from Maxim's professional hiring systems, training protocols, scheduling efficiencies, and HR compliance processes while maintaining clear visibility into staffing costs.

Under this model, the City retains full ownership of all revenues generated by the facility. Maxim Golf's role is to operate, manage, and improve the asset on the City's behalf for the fixed management fee outlined above. This ensures:

- Clear separation between operator compensation and facility revenue
- Predictable budgeting for municipal planning
- No hidden administrative markups
- Full financial transparency and reporting

Maxim's incentive is performance-driven: when the course performs well, the partnership succeeds, the facility improves, and the City benefits from increased revenue and community satisfaction.

Maxim Golf recommends a 4-year initial term with a 4-year extension option, consistent with the City's baseline structure. Municipal golf course improvements, particularly those involving infrastructure upgrades, programming development, and user growth, require time to implement, stabilize, and demonstrate measurable results. A four-year period allows for:

- Implementation of operational improvements
- Establishment of consistent service standards
- Execution of capital improvement strategies
- Measurable growth in rounds, revenue, and community engagement

The optional extension period gives the City flexibility while also allowing continuity if performance benchmarks are met or exceeded.

Annual Management Fee: $58,000 or $70,000 (plus performance-based percentage of NOI)

This fee represents the total fixed annual cost for Maxim Golf's management services and includes all direct, indirect, administrative, travel, lodging, overhead, and corporate support expenses required to perform the work. No additional management charges, consulting fees, or reimbursable administrative costs will be billed to the City beyond this amount.

Bryan Minnis, CEO

2/23/2026

Date

See our sample contract below for our operations at Dub's Dread Golf Club.

ON-COURSE RESTROOMS

Course restrooms, particularly on-course facilities, play a larger role in guest satisfaction than many realize. Guests may forget a missed putt, but they rarely forget a poor restroom experience. Maxim Golf places significant emphasis on maintaining what is often perceived as the most difficult area of an operation to keep clean. Our standard is simple: the area most likely to be judged should also be the most consistently maintained.

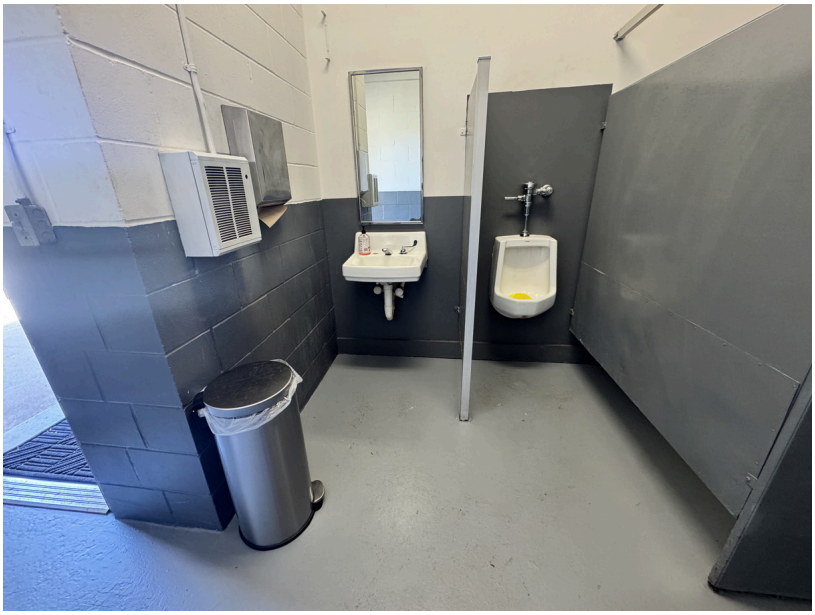
We would propose upgrading existing metal restroom fixtures to more durable, modern materials, including new sinks, toilets, and interior finishes designed for longevity, sanitation, and ease of maintenance. We would also implement a secure access code or key entry system, an enhancement the City has already considered, to protect the facility from vandalism and unauthorized use while preserving access for paying guests.

Maxim would collaborate with City leadership on scope, materials, budgeting, and installation timing to ensure improvements align with municipal procurement standards and funding guidelines. All work would be scheduled to avoid disruption to daily operations.

Sustainability Considerations

- Water-efficient fixtures to reduce utility consumption
- Durable materials that extend replacement cycles
- Low-maintenance finishes to reduce chemical use and labor

Current Bathrooms at Desert Lakes Golf Course



Bathrooms at Maxim Golf's Tiffany Greens Golf Club

BUNKERS

Several bunkers at Desert Lakes are showing signs of age and overgrowth. Left unaddressed, bunkers can become one of the most labor-intensive and costly maintenance elements on a golf course. Maxim Golf has implemented bunker renovation programs across multiple facilities that improve playability, enhance course aesthetics, and significantly reduce ongoing maintenance requirements.

Our recommended approach would modernize bunker shaping, drainage, and sand containment to create cleaner visual lines and more consistent playing conditions. These improvements not only enhance course presentation for guests but also reduce the daily maintenance burden on staff.

Our Maxim Golf team has an incredible relationship with the Better Billy Bunker team and would be able to leverage that relationship into a budget friendly option.

We would work alongside the City to prioritize bunker phases based on need, budget availability, and course play patterns. Phased implementation allows improvements to be completed responsibly over time while maintaining uninterrupted course access for residents.

Sustainability Considerations

- Improved drainage systems that reduce water retention and washouts
- Reduced maintenance frequency and equipment usage
- Long-term material stability that minimizes future reconstruction

Current Bunkers at Desert Lakes Golf Course

Better Billy Bunker Finished Product

GOLF CART FLEET

Maxim Golf strongly recommends transitioning the current golf car fleet to lithium-powered electric vehicles. Across our portfolio, lithium fleets have consistently delivered the best overall experience for players while proving to be the most financially practical option when evaluated over their full lifecycle. These units operate more quietly, accelerate smoothly, require less routine maintenance, and eliminate fuel handling.

Leveraging our purchasing scale and vendor relationships with the 3 main golf cart players (EZ-GO, Yamaha, ClubCar), Maxim negotiates fleet pricing and service agreements on behalf of our clients that are typically not available to individual facilities. We would present the City with multiple procurement options, including lease, lease-to-own, or purchase, along with comparative cost analyses so decision-makers can select the structure that best fits municipal financial priorities.

Sustainability Considerations

- Zero on-course fuel emissions
- Reduced noise pollution for players and nearby residents
- Lower long-term maintenance waste compared to gas fleets
- Energy-efficient charging infrastructure

Branded Golf Carts At Maxim Golf's Dub's Dread

Updated State of the Art New Lithium Powered Golf Carts

SHORT GAME AREA

The 100-yard practice area is a valuable asset that can significantly enhance both the golfer experience and the overall utilization of the facility. Short-game practice areas are among the most frequently used amenities at well-run golf courses because they allow players to work on the part of the game that most directly impacts scoring. Reviving this space would give Desert Lakes an additional draw for residents who want to practice without committing to a full round or using the full driving range.

An upgraded short-game area also expands programming opportunities. It allows the facility to host clinics, junior instruction, beginner programs, and group lessons without tying up tee times or large sections of the range. This improves operational efficiency while creating new revenue opportunities and increasing community engagement. Just as importantly, visible reinvestment in practice facilities demonstrates to patrons that the City is committed to maintaining a high-quality recreational amenity for its residents.

Maxim Golf would work collaboratively with the City to determine the scope of improvements, which may include turf restoration, target installation, signage, and practice station enhancements. Any proposed updates would be presented for approval with clear cost estimates, timelines, and expected outcomes. Implementation would be scheduled to minimize disruption and coordinated with existing maintenance plans to ensure responsible use of municipal resources.

Sustainability & Maintenance Considerations

- Selection of turf varieties suited to local climate conditions for durability and reduced water demand
- Target and practice features designed for long-term use with minimal upkeep
- Efficient irrigation planning to support turf health without excess water usage
- Layout designed to withstand high-traffic practice patterns

Reviving this practice area supports multiple municipal objectives simultaneously: it increases facility usage, supports player development, attracts new golfers, and enhances the public perception of the course. For residents, it creates an accessible space to improve their skills. For the City, it represents a highly visible improvement that strengthens the course's role as a well-maintained, community-focused recreational asset.

IN REVIEW

These proposed investments reflect Maxim Golf's philosophy that capital improvements should produce measurable returns across every level of operation: financially, operationally, and experientially. Thoughtful, targeted upgrades elevate the overall quality of the facility, which strengthens both community value and long-term revenue potential. Each recommendation is structured to:

- Protect and enhance a public recreational asset
- Improve resident satisfaction and overall facility perception
- Reduce long-term maintenance demands on staff and City resources
- Strengthen operational efficiency and financial sustainability
- Demonstrate responsible stewardship of municipal infrastructure
- Position the course to support appropriate rate growth tied directly to improved quality and amenities

Strategic reinvestment plays a critical role in the long-term success of municipal golf facilities. When patrons see visible improvements, whether through upgraded infrastructure, enhanced practice amenities, or improved course presentation, they recognize the value being delivered and are more receptive to modest pricing adjustments that remain competitive within the regional market.

This allows the facility to generate additional revenue that can be reinvested back into the course, **creating a sustainable improvement cycle** rather than relying on subsidies or deferred maintenance.

Maxim Golf's objective is to partner with the City to implement upgrades that are practical, transparent, and aligned with long-term community benefit. By focusing on high-impact improvements that elevate the guest experience and operational efficiency, Desert Lakes Golf Course can continue serving residents at a high level while strengthening its financial position and preserving the asset for years to come.

Moberly MO

11/9/2022

To whom it may concern,

Let this letter serve as a recommendation for Maxim Golf Solutions. In 2019 the city of Moberly, MO sought professional management for its 18-hole golf course that had recently been purchased by the city from the Orscheln company. At that time, we contacted Bryan Minnis, chief operating officer of GreatLIFE Kansas City. After a presentation and several interviews, Mr. Minnis and his firm were awarded by unanimous council confirmation the contract for the management of Heritage Hills Golf Course. After several years under Mr. Minnis' leadership, GreatLIFE and Mr. Minnis approached the city about an assignment of the contract to Mr. Minnis' newly formed entity. Because of the consistent leadership that Mr. Minnis and his team provided previously, it was decided that the city would indeed award Mr. Minnis and his new firm the remainder of the contract. Since that time Mr. Minnis and his team have provided excellent management services to the golf course, and Mr. Minnis and his corporate staff have personally visited the property on a regular bases and worked directly with his on-site employees to ensure that the golf course is performing at its highest capacity. Both the golf course conditions and services provided have been above the expectations of our city leadership and customer base. Under Mr. Minnis and Maxim Golf, the city's golf course property has been a self-sustaining operation with only the need for capital investment rather than operational support investment to be made. Maxim's attention to their fiduciary responsibilities and their willingness to work closely with city leadership and city administration, have made the relationship one of cooperation and trust. We highly endorse Mr. Minnis and Maxim Golf Solutions for any type of golf operational management, especially those owned by municipalities.

Respectfully,

Brian Crane

Brian Crane
City Manager – Moberly, MO
660-269-8705, ext. 2062

December 28, 2023

To the City of Neosho,

Please accept this letter as the City of Warsaw's support and recommendation of Maxim Golf to manage your public golf course.

I have been with the City of Warsaw for 24 years and our golf course was always a burdensome problem under our management. We were losing customers and the actual course itself was not consistent year after year for patrons to want to continue using the course. About six years ago we decided to hire a management company to relieve us of the duty of the golf course management. After an interview process, we selected Bryan Minnis and Maxim Golf. It was understood up front that it would take some time to turn the operation around. We started to see positive changes in 2019. In 2020 the course condition was obviously getting better, and this year, the course condition and patronage usage hit a level we have not seen in over a decade.

The improved condition of the course can be directly tied to the additional patrons this year. We had numerous positive comments and witnessed more patrons from out of town. All this is a direct correlation to the management structure that Maxim Golf possess.

Again, I highly recommend Maxim Golf to manage your course.

Respectfully,

Randy Pogue
City Administrator and Planner

December 22, 2023

To the City of Neosho,

I understand that your city is considering a golf course management company to manage your municipal golf course in Neosho. I would like to tell you about our experience in Chillicothe, Mo with Maxim Golf and their management of our city owned golf course. I am proud to say that I was part of group that got our golf course [Green Hills Golf Course] started which opened in 1993. We struggled financially for many years and had to subsidize the golf course each year just to keep it afloat. When I was on the City Council, and later when I was Mayor, we spent many hours discussing the future of our golf course because, in the view of many on the Council, the subsidies were not sustainable. We considered management companies as an option, but we balked at the monthly fees for their services….and that option was always "tabled" The City Council always appreciated what an asset our course was to the community, but the financial picture continued to be bleak and finally the City had to make some hard decisions. The city requested management companies to submit proposals to manage our golf course and the finalists gave an in person "pitch" to the Council. By that time, I had left City politics, but I was in attendance that night and was thoroughly impressed with the presentation by Bryan Minnis. I met with the City Administrator the next morning to discuss the proposals and we both agreed that Bryan's company was the best fit for Chillicothe. Everything Bryan promised us in his proposal has come to fruition–including getting our course back on solid ground financially. Bryan knows every facet of the golf industry and has done two things that, in my opinion are particularly impressive [and important]. He has a long-range plan for golf course improvements at Green Hills and his goal is to make our course a "destination " course. The second thing that really impresses me is Bryan's desire to improve our Jr. golf program and he is on his way to making it one of the best in the state. From the City's standpoint the biggest benefit is that the city no longer has the burden of running a golf course– and has turned over those responsibilities to Maxim Golf. I apologize for the length of this letter, but I hope it helps with the important decisions that you are considering. I encourage you to contact me with any questions or concerns that you may have or if you need clarification on anything I stated in this letter.

Sincerely,

Todd Rodenberg – Golf Course Oversight Committee Chair
(660) 973-1646

ForeUP Golf Software

1064 S. North County
Blvd., Ste. 260
Pleasant Grove, UT
84062

November 14th, 2022

To whom it may concern:

I confirm that Maxim Golf Solutions is a customer of foreUP Golf Software and has paid a total of

$45,000 over the past 24 months. Payments have been made in full and in a timely and reasonable manner. Maxim Golf Solutions remains in good standing with our company and is eligible for expanded ordering opportunity.

If additional information is required, please contact me at the information provided below.

Regards,

Bradley Roeske
Controler
broeske@foreup.com

CREDIT REFERENCES

pepsi bottling ventures

October 27th 2022

To Whom it may Concern:

Maxim Golf Solutions is a customer of Pepsi Cola Bottling Company of Chillicothe Missouri, and has paid a total of 18,440.86 over the past 24 months. In addition, our other Company called Midwest Vending has received $6,533.30 this calendar year from Maxim. Payments have been made in full and in a timely and reasonable manner. Maxim Golf Solutions remains in good standing with our company and would be eligible for expanded ordering opportunity.

If any additional information would be requested, please contact me as provided below.

Regards,

Donnie Moxley, GM

400 S Mitchell
Chillicothe, MO

660-707-0963

PERSONAL SERVICES AGREEMENT

For the Management of

Dub’s Dread Golf Course

This PERSONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 1st day of March, 2026 by and between the Dub’s Dread Golf Development, LLC ("Owner"), and Maxim Golf, LLC, a Missouri limited liability company, ("Maxim").

Recitals

A. Owner desires to promote and provide for the management of Dub’s Dread Golf Course, including, but not limited to, golf course, clubhouse, pro shop, maintenance building, driving range and appurtenances (collectively referred to as the "Facility").

B. Maxim is a professional golf course management company whose principals have experience and expertise related to golf course management and promotion.

C. Owner desires to retain Maxim to manage and operate the Facility on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall begin on 1st day of May, 2023 (the "Start Date"), and shall end at 11:59 p.m. on December 31st, 2027, subject to the termination provisions stated herein. If, on or before the expiration of the original term of this Agreement, the parties shall agree to mutually acceptable terms for a new Schedule of Fixed And Contingent Management Fees, then this Agreement shall be extended for an additional one year, and all terms and conditions of this Agreement between Owner and Maxim, other than the terms and conditions set forth in paragraph 7.c. or otherwise agreed upon shall remain as set forth herein. In no event shall the term of this Agreement exceed six (6) years. This Agreement is specifically conditioned upon an annual appropriation by Owner and in the event that the Owner shall, in its sole and exclusive discretion, determine not to make an annual appropriation of funds necessary for this Agreement, then this Agreement shall terminate and be null and void as of the last day of the fiscal year for which the golf course operation was funded. In the event Owner fails to approve appropriation of funds provided for in this Agreement for any year, Owner will pay Maxim the applicable Monthly Management Fee for three months thereafter, provided that such three-month period remains within the term of this Agreement. In the event that the Owner shall enter into a written contract with another to sell the Facility or the real estate upon which the Facility is located, then Owners shall give Maxim notice of the same and the intended date of Closing within 7 calendar days of its complete execution and this Agreement shall terminate upon the Closing of the Sale of the Facility or the property upon which it is located. In this event there shall be no payment of termination or cancellation fees, only liability for fees earned for services performed prior to termination. In the event that a determination is made by the Owner to discontinue its ownership of the Facility, Owner agrees that it will consider sale of the Facility to Maxim among its options. The preceding sentence shall not be construed so as to create a right of first refusal or an option to purchase on behalf of Maxim. Maxim can make a reasonable proposal for the purchase of

the Facility at any time for consideration by Dub's Dread Golf Course's Board of Directors.

2. SERVICES TO BE PERFORMED BY MAXIM. During the term of this Agreement, Maxim shall operate the Facility, which shall include, but not be limited to, the collection and disbursement of all monies, the employment of all employees, the promotion and management of the golf course, the purchase and sale of food, beverages, merchandise, supplies and services, the purchase and maintenance of insurance coverage for its operations and equipment, the handling of disputes with third parties, the collection and payment of all appropriate taxes, the securing of all appropriate licenses, permits and approvals and the performance of all other day-to-day activities relative to the Facility. With respect to the operation of the Facility, the parties hereto agree as follows:

a. Owner Authorization. Owner hereby grants and delegates to Maxim the authority and the responsibility necessary to permit Maxim to perform its duties under this Agreement and agrees to take such additional steps as are necessary to evidence such delegation and authorization as are reasonably requested by Maxim. Owner hereby grants to Maxim the exclusive right to manage the Facility according to the terms of this Agreement for the term of this Agreement.

b. Major Decisions. From time to time, Maxim shall submit to Owner or Owner's representative(s) for approval, proposals for major activities, improvements or events, including, but not limited to, capital improvements and expenditures and the Proposed Annual Budgets (as defined in subparagraph 2(d) ~~b~~elow). Maxim shall secure Owner's prior approval of all such major proposals. Maxim shall, to the best of its ability, operate the Facility in accordance with the major policy decisions approved by Owner.

c. Operational Guidelines. Maxim shall develop a set of written guidelines ("Operational Guidelines") for the Facility. The Operational Guidelines shall include information necessary for the operation of the Facility, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shop and other operations of the Facility, the hours of operation and other policies relating to the operation of the Facility. Upon development of the Operational Guidelines, same shall be submitted to Owner for approval and shall become effective only upon approval by Owner, which approval shall not be unreasonably withheld or delayed.

d. Annual Budgets. Not later than November 15th of each year during the term of this Agreement, Maxim shall submit a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming calendar year. The Proposed Annual Budget shall specify the amount of working capital required to continue operations of the Facility for the upcoming calendar year in light of all major policy decisions, specify all anticipated expenses required to maintain a reasonable level of equipment, supplies and inventory and all projected expenses for long term capital improvements and equipment. Owner shall approve or reject the Proposed Annual Budget by December 15th, annually. Owner shall specify, in writing, the basis for any rejected item in the Proposed Annual Budget. The Proposed Annual Budget, once approved by Owner, shall be referred to as the "Annual Budget". In the event that the Owner and Maxim are unable to reach agreement regarding the Annual Budget, then either party may notify the other of their intent to terminate and this Agreement shall terminate on the last day of the term for which there was a budget approved by Owner.

e. Promotion of Golf Activities. Maxim shall coordinate with and direct to Owner all work done in the promotion, advertisement and public relations with respect to the Facility. Maxim shall coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes,

temporary and permanent signs, brochures, information profiles, progress reports, press releases, digital media, website, and bulletins. Maxim will use reasonable efforts (as limited by Annual Budgets) to assure that the Facility will be favorably presented in print and communications media. All materials or items developed pursuant to this paragraph shall be the exclusive property of Owner and shall be shown to the agent designated by Owner prior to dissemination.

f. Facility Personnel. Maxim shall hire Facility staff, including all on-site management personnel, golf professional staff, assistant golf professional staff, golf course superintendents, food and beverage staff, house and grounds maintenance personnel, janitorial staff, and others deemed by Maxim to be appropriate for the efficient operation of the Facility and to the extent authorized by the Budget for the Facility as approved by Owner. All Facility personnel shall be hired by and be employees of, Maxim, except that Maxim may, in its discretion, elect to have some routine functions, such as janitorial functions, performed by independent contractors rather than employees. Maxim will not prevent any of the personnel employed at the Facility from going to work for Owner or another management company in the event this Agreement expires or is terminated. At termination, Owner and Maxim shall have the right to offer employment to any employee of the Facility. During the term of this Agreement, Maxim shall not remove or relocate the General Manager and/or the golf course superintendent of the Facility to another Facility managed by Maxim without obtaining prior Owner consent, which will not be unreasonably withheld or delayed.

g. Corporate Personnel Visitation and Inordinate Time Requirements. To the extent it is necessary for Maxim extended service personnel, or corporate personnel to assist in the daily management of the facility, Maxim shall be reimbursed up to $9,000.00 per year for the reimbursement of such additional management needs. For onsite personnel visitations, Maxim shall bill these charges on an hourly rate of $50.00 per hour plus travel expenses associated therewith for personnel with a maximum expense not to exceed $9,000.00 per year for any given fiscal year. Maxim shall have the right to bill the property directly for such expenses and all such expenses shall be reported in the monthly profit and loss statements as an operational expense of the property.

h. Food, Beverage and Merchandise. To the extent permitted by law, Owner shall permit the sale of food, beer, wine and liquor at the Facility. Maxim shall apply for and obtain required State of Missouri and City of Warsaw liquor licenses, and all other required permits and approvals. Owner shall cooperate with Maxim in obtaining such licenses, permits and approvals. Maxim shall comply with all laws relating to the sale of alcoholic beverages. In addition, Maxim shall purchase and sell such other food, beverage and merchandise at the Facility for such prices as Maxim deems prudent.

3. REVENUES, EXPENSES, APPROVED CAPITAL EXPENDITURES & APPROVED RESERVES.

a. Revenues. "Revenues" shall mean all cash receipts of any kind from operation of the Facility, including, but not limited to, membership fees, green fees, cart rentals, range fees, proceeds from the sale of food, beverage and merchandise, rebates, rentals, interest income, and insurance proceeds designated for revenue losses. Revenues shall not include fees collected for golf lessons if the fees are paid directly to the professional providing such lessons. Owner also has the right to conduct lessons, schools and other activities on the Facility and any fees paid by Owner to Maxim to conduct such lessons, schools, or other activities under an agreement with Maxim shall be included as "Revenues".

b. Expenses. "Expenses" shall mean all necessary, reasonable and ordinary cash expenditures authorized by the Annual Budget established by Owner and Maxim and incurred in connection with the

Facility, including, but not limited to:

i. Payroll, payroll taxes, employee benefits (including, without limitation, insurance, health and welfare benefits) and unemployment insurance and taxes, and sales, rental and other taxes and governmental fees and charges assessed against the Facility or its operation;

ii. Payments for food, beverage, merchandise and supplies;

iii. Insurance costs for the insurance coverage specified in paragraph 13 hereof and approved in the Annual Budget for the Facility;

iv. Payments for advertising and promotion of the Facility;

v. Acquisition costs, lease payments and debt service payments for the Facility, equipment, furniture, fixtures and other capital items as included in the Annual Budget;

vi. License fees, dues and subscriptions;

vii. Expenses of hiring and training personnel, except expenses of training Maxim management personnel;

viii. Costs of maintaining and improving the golf course, pro shop and other Facility assets;

ix. Fees of outside consultants and third party contractors retained by Maxim in connection with the operation of the Facility, such as accountants, attorneys, tax advisers, and marketing public relations consultants, if approved in advance by Owner or Owner's representative;

x. All Management Fees (as defined in paragraph 7, below) paid to Maxim in accordance with this Agreement, including the Fixed Management Fee;

xi. Expenses associated with an annual audit of the Facility by an Owner designated auditor; and

xii. Expenses not specifically authorized by the Annual Budget that are approved in advance by the Owner or the Owner's representative.

c. Approved Capital Expenditures. "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, Facility improvements or other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval.

d. Approved Reserves. "Approved Reserves" shall mean the amount of cash approved by Owner to be held by Maxim for future operation of the Facility.

4. ADVANCES FROM OWNER. If at any time the Net Cash Flow from the operation of the Facility is not sufficient to meet the Approved Capital Expenditures or Expenses as they become due, Owner shall advance, unless such advance is prohibited by law, to Maxim the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance").

5. ACCOUNTS. All Revenues, Advances and Approved Reserves shall be held by Maxim for Owner, in an account designated as such and sufficient to protect Owner's interest in such funds, subject to such funds being disbursed for Expenses and Approved Capital Expenditures. Maxim shall maintain one or more separate accounts so designated (collectively referred to as "Facility Accounts"), which shall, whenever possible, include interest bearing accounts, at one or more commercial banks in Missouri, each approved in advance by Owner, for the receipt of Revenues, Advances and Approved Reserves and for the payment of Approved Capital Expenditures Expenses and Approved Reserves. Maxim agrees that Owner shall have two designated signators on such accounts (who will provide Maxim reasonable notice of and account for any transactions conducted by them with respect to the accounts) and that Owner may have access to such accounts via the internet or other methods so that Owner may, without notice, review transaction activity on the accounts. Any check or other order to pay, written for more than $10,000 (Ten Thousand Dollars) will require a third signature by one of the Owner's designated signers. Maxim shall account to Owner and pay all payments due to Owner from Facility Accounts in accordance with this Agreement. Maxim shall not commingle Revenues, Advances and Approved Reserves with other money or accounts, and shall not take any money or property from the Facility Accounts or from the Facility, except to make payments for Approved Capital Expenditures and Expenses as set forth in this Agreement. Maxim shall not purchase goods or services from an entity affiliated with Maxim unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources. Maxim shall comply with requirements, if any, which may become applicable to it regarding purchase of equipment, materials and services.

6. EMPLOYEES. All employees of the Facility shall be employees of Maxim.

7. MANAGEMENT FEES. In exchange for services rendered by Maxim under this Agreement, Maxim shall be (1) reimbursed from Facility Accounts for all direct and indirect out-of-pocket expenses authorized by this Agreement in connection with the operation of the Facility, (2) paid from Facility Accounts a Fixed Management Fee as described in subparagraph 7.a. hereinafter, and (3) subject to the terms and conditions of subparagraph 7.b. below, paid from Facility Accounts a Contingent Management Fee. If on any date when any of the foregoing amounts is owing to Maxim the Facility Accounts contain insufficient funds to pay Maxim the amounts owing, Owner, unless prohibited by law, shall immediately make a disbursement to Maxim to cover the shortfall.

a. Fixed Management Fee. A "Fixed Management Fee" shall be paid to Maxim for each month this Agreement is in effect in the applicable amount described in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees). For any partial month, the Fixed Management Fee shall be prorated. The Fixed Management Fee shall be due and payable on the first day of each month.

b. Contingent Management Fee. A "Contingent Management Fee" shall accrue and be payable to Maxim at the end of the first (1st) month following a calendar year in which Revenues equals or exceeds Revenues Base set forth in subparagraph 7.c. (Schedule of Fixed and Contingent Management Fees),

provided, however, that no such Fee shall be due and owing unless and until the Owner has received the audited financial statements referenced in paragraph 8 hereof and as hereinafter provided. Within thirty (30) days of receipt of the unaudited annual financial statements for the Facility that are in form and substance satisfactory to the Owner, said Owner will make a provisional payment of the Contingent Management Fee equal to seventy five percent (75%) of the Contingent Management Fee as calculated based upon the unaudited financial statements. Upon receipt of the audited financial statements for the Facility, the Contingent Management Fee will be recalculated based upon the audited financial statements, and the balance paid or refunded as the case may be. If the Owner does not exercise its option to conduct an audit of the Facility annual financial statements, then the balance of the Contingent Management Fee shall be paid on or before March 1 of the following year. The amount of the Contingent Management Fee shall be determined by multiplying the Contingent Management Fee Percent set forth in subparagraph 7.c. by the amount by which Revenues for such year exceeds the Revenues Base for the applicable year as set for the in subparagraph 7.c. For purposes of determining the Contingent Management Fee, "Revenues" shall mean the total sum of all Revenues generated by the operation of the Facility as specifically defined by Section 3(a). However, Revenue for purposes of this paragraph shall not include interest, proceeds from the sale of major assets, insurance proceeds, developer subsidies, advances and draws on letters of credit or other revenues not attributable to the operation of the Facility.

c. Schedule of Fixed and Contingent Management Fees.

Year	Fixed Monthly Fee	Contingent Management Fee Percentage	Revenues Base
2023	$8,000	10%	$2,250,000
2024	$8,000	10%	$2,300,000
2025	$8,000	10%	$2,350,000
2026	$8,000	10%	$2,400,000
2027	$8,000	10%	$2,450,000

*If Revenues for Owner equals $2,280,000 then the Contingent Management Fee would be computed as follows: (Example Revenue Base) = $ 2,250,000
($30,000 times 10% or a contingent management fee of $3,000).

If this Agreement is terminated prior to the end of any fiscal year, for purposes of determining the Contingent Management Fee the dollar amount of Revenue Base for that year set forth above shall be adjusted downward, based upon reasonable proration, as determined by utilizing the monthly average of the preceding two calendar years. If Revenues for any fiscal year are less than Adjusted Revenues Base, Owner may, in Owner's sole discretion, consent to the payment of all or any portion of the Contingent Management Fee for that period.

8. ACCOUNTING. Maxim shall maintain books and records relating to the business activities of the Facility separate from its other books and records. Maxim shall prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Facility. Thereafter, Maxim shall have monthly financial statements prepared which shall include unaudited balance sheets and income statements (each month’s records shall be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Facility is a business entity separate from Maxim and Owner. Maxim

shall deliver a copy of each month's Monthly Financial Statements by the twentieth day of the following month except where circumstances beyond the reasonable control of Maxim delay delivery of such statements. Owner agrees that if the deadline set forth in the preceding sentence is impractical or impossible for Maxim to meet, Owner shall modify such requirements. In addition, Maxim shall deliver to Owner, not later than March 1st of each year during the term of this Agreement, a copy of year-end financial statements for the Facility for the preceding calendar year prepared in accordance with General Accepted Accounting Principles. At any time during the term of this Agreement and for three (3) years thereafter, Owner shall be entitled to inspect and make copies of the books and records of the Facility maintained by Maxim, and Owner may conduct a separate audit of the Facility and/or include the Facility within the audit of Owner conducted by Owners independent auditors, all Monthly Financial Statements and all annual financial statements. As a Facility Expense, Maxim shall comply with Owner's audit recommendations. Additionally, at the request of the Owner, Maxim will provide any and all supporting documentation that substantiates the monthly/annual Financial Statements.

9. OWNER'S OPTION TO TERMINATE FOR DEFAULT. At any time during the term of this Agreement, Owner shall have the option of terminating this Agreement upon the occurrence of an event of Default, as defined in subparagraph ~~9.a.~~ below. At any time during this Agreement, Maxim shall have the option of terminating this Agreement for cause upon the occurrence of a material breach by Owner of any material term or provision of this Agreement, which breach remains uncured following notice and opportunity to cure as provided elsewhere in this Agreement.

a. Events of Default. Any one or more of the following events shall, unless cured in accordance with paragraph 9.b below, constitute a default of this Agreement by Maxim ("Default"):

i. Any breach by Maxim or Owner of the obligations under the terms of paragraph 5 of this Agreement;

ii. A discontinuance by Maxim or Owner of its business or abandonment of its activities at the Facility;

iii. A material breach by Maxim or Owner of any material term or provision of this Agreement; or

iv. The filing of a voluntary or involuntary action by Maxim, Owner or its creditors seeking to declare it as bankrupt.

b. Cure. Maxim shallhavethirty(30)days after receipt of written notice from Owner specifying the nature of its Default underparagraph9.a.above within which to cure such Default, or such longer period of time as may bereasonablyrequired to cure such Default, provided that Maxim promptly commences the remedyingofsuchDefaultand is continuing diligently to complete such cure. Owner shall have thirty (30) daysafterreceiptofwritten notice from Maxim specifying the nature of its Default under paragraph 9. abovewithinwhichtocure such Default, or such longer period of time as may be reasonably required to curesuchDefault,provided that Owner promptly commences the remedying of such Default and is continuingdiligentlytocomplete such cure, and provided further that Maxim will not discontinue performingservicesunderthis Agreement in the event that Owner disputes, in good faith, that it is in default untilthepartieshaveresolved the dispute.

c. Exercise of Termination Option. In the event of a Default, the Owner may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Maxim written notice of its election to terminate this Agreement, provided that Maxim has not timely cured the Default. Should Termination Option be exercised, Owner would pay to Maxim the Management Fee and Contingent Fee through the date of termination and reimburse Maxim for all expenses authorized under the terms of this Agreement incurred through the date of termination. For purposes of this paragraph, the date of termination is the date specified by Owner in its notice to Maxim. In the event of a Default by Owner, Maxim may terminate this Agreement upon expiration of the cure period described in subparagraph 9.b above by giving Owner written notice of its election to terminate this Agreement, provided that Owner has not timely cured the Default, or is not diligently attempting to cure said default.

10. OPTION OF EARLY TERMINATION. Owner shall have the option to terminate this Agreement if any of the following occur without Owner approval: (1) Maxim or substantially all of its assets are sold without Owner's prior consent; (2) Maxim's management team or executive officers significantly change; (3) there is a change in control of Maxim or Owner finds reasonable evidence of fraud or defalcation of its funds or assets by employees or agents of Maxim. Owner may exercise the option for a period of six (6) months after receipt of notice that the respective event has occurred by notifying Maxim in writing. Unless otherwise agreed by the parties, the effective date of termination shall be thirty (30) days from the date Owner gives notice to Maxim except for evidence of theft or defalcation, in which Owner's Notice may be immediate. Early Termination shall not absolve the parties from any obligations of accounting and reimbursement for actions occurring prior to termination.

11. TRANSFER UPON TERMINATION. Upon termination of this Agreement, Maxim shall immediately transfer and assign to Owner any and all interest of Maxim in the Facility, including the assets set forth in subparagraph 11.a. below, and Owner shall assume and agree in writing to indemnify Maxim against all liabilities set forth in subparagraph 11.b. below, and any existing obligations and liabilities relating to the Facility authorized by the Annual Budget or approved by Owner. However, Owner shall have no obligation to indemnify Maxim for tort liabilities or other claims against Maxim that result from the negligence, intentional malfeasance, gross negligence or other misconduct of Maxim or its agents.

a. Assets to be Transferred. Assets to be transferred and assigned to Owner shall include, but not be limited to, all of Maxim's right, title and interest in and to any of the following arising out of activities of the Facility or purchased by Maxim from Advances from Owner or Revenues of the Facility (other than insurance proceeds relating to liabilities not required to be assumed by Owner, which proceeds will be assigned by Owner to Maxim):

i. Cash in all Facility Accounts;

ii. Accounts receivable;

iii. Other receivables;

iv. Inventories of merchandise, food, beverages and supplies;

v. All equipment, furniture and fixtures;

vi. Prepaid accounts and deposits;

vii. Contract rights;

viii. Trade names;

ix. Books and records relating to the Facility;

x. Goodwill; and

xi. Operational guidelines and procedures.

b. Liabilities to be Assumed. Liabilities Owner shall assume, or against which Owner shall indemnify Maxim, shall be all debts and other contractual obligations arising out of the operation of the Facility. Provided however, Owner shall have no obligation to indemnify Maxim for a debt or contractual obligation incurred by Maxim that was not authorized under the terms of this Agreement.

c. Closing. The rights and responsibility of management of the Facility shall transfer to Owner on the effective date of any termination of this Agreement unless the parties agree otherwise.

12. INDEMNITY. The parties agree that Maxim is not an agent or employee of Owner, and all activities of Maxim relating to the Facility shall be in Maxim's capacity as independent contractor to Owner.

a. Obligations of the Facility. Maxim shall pay all obligations and defend all disputed claims arising out of or resulting from Maxim's activities conducted in connection with or incidental to this Agreement. If the obligation or claim arises from activities authorized under the terms of this Agreement, then Maxim's defense and payment of such claims shall be an Expense of Facility. Maxim shall keep Owner advised of any such matters.

b. Notice of Claims. Maxim and Owner shall provide each other with prompt written notice of any claim.

13. INSURANCE. As an Expense of the Facility, Maxim shall obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the State of Missouri. Maxim shall furnish to Owner certificates of insurance or copies of policies, evidencing the required insurance, on or before March 1, 2026, and thereafter shall furnish new certificates upon request.

a. Type and Amount of Insurance. The type and amount of insurance Maxim shall obtain for the Facility shall be:

Worker's Compensation and Employer's Liability or reasonably acceptable alternative as provided by law.

The Limits for the Employer's Liability shall be not less than:

Bodily Injury by Accident	$1,000,000 Each Accident
Bodily Injury by Disease	$1,000,000 Policy Limit
Bodily Injury by Disease	$1,000,000 Each Employee

Commercial General Liability Policy with a Combined Single Limit of $2,000,000.00/$4,000,000.00

including (but not limited to) Premises/Operation, Independent Contractors, Personal Injury, and Products/Completed Operation.

Commercial crime coverage to include:

Forgery or alteration	$25,000	$ 1,000 ded.
Theft, Disappearance & Destruction	$15,000 $300,000	$100 ded. $10,000 ded.

Employee Dishonest-Per Loss

Comprehensive Automobile Liability (or its equivalent) to include coverage for:

a) Owned/Leased Automobiles

b) Non-owned Automobiles

c) Hired Cars

Limits of $1,000,000.00 Liability for Bodily Injury and/or Property Damage.

Excess Liability for general and automobile liability purposes in the amount of $5,000,000.

b. Additional Insurance, Requirements, With respect to the above-described insurance, Maxim agrees to:

1. Have Owner named as an insured as its interest may appear.

2. Provide for thirty days written notice of cancellation, termination or any material change to the insurance.

3. All of the above stated limits shall apply separately to each location managed by Maxim.

14. COVENANT OF COOPERATION. Maxim shall provide Owner with prompt written notice of any material injuries suffered at the Facility, significant complaints in reference to service or conditions, whether written or otherwise, about the Facility or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Maxim further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Maxim in resolving any such complaints, disputes or claims.

15. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Maxim to enter into this Agreement, Owner makes the following representations and warranties to Maxim:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Owner has power and authority and all legal rights to enter into and perform this Agreement. The officers of Owner executing this Agreement are duly and properly in office and fully authorized to execute this Agreement, subject to express ratification by the Owner's Governing Body. This Agreement, when duly executed, ratified and delivered by the parties hereto, shall create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

16. MAXIM'S REPRESENTATION AND WARRANTIES. To induce Owner to enter into this Agreement, Maxim makes the following representations and warranties to Owner:

a. Each of the Recitals set forth in this Agreement is true and correct.

b. Maxim is a duly organized and validly existing company in good standing under the laws of the State of Missouri.

c. Maxim has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein or contemplated by this Agreement. This Agreement, when duly executed and delivered by the parties hereto, shall create a valid and binding obligation on the part of Maxim, enforceable against Maxim in accordance with its terms.

d. Maxim has sufficient knowledge, training, expertise, skill and resources as to enable it to operate the Facility in a reasonable and prudent business manner.

e. During the term of this Agreement, Maxim will use all reasonable care to prevent the introduction of any hazardous substances into the Facility, whether contained in barrels, tanks, equipment (movable or fixed) or other containers deposited or located in land, water, sumps or any other part of the Facility or incorporated into any structure on the Facility. Maxim will hold owner harmless from and indemnify owner for any damages and expenses which owner may incur as a result of Maxim's failure to comply with this warranty. Owner acknowledges that some substances necessary for performance of this Agreement may be deemed "hazardous." Owner agrees that this paragraph shall not apply to such necessary substances, provided that Maxim uses all care necessary in the handling and use of such substances.

17. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Maxim shall be and at all times remain that of owner and independent contractor, respectively. Neither Owner nor Maxim shall be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor Maxim shall be authorized by the other to contract any debt, liability or obligation for or on behalf of the other.

18. CONFIDENTIALITY.

a. Each party agrees that Maxim will provide its knowledge and advice concerning marketing, equipment, financial models, membership retention and other expertise to the Owner, and Owner will provide similar information to Maxim ("Proprietary Information" of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party, shall take reasonable protective measures to ensure same (and at least the same measures it takes for its own Proprietary Information) and shall similarly bind its employees in writing. Nothing herein shall prevent Maxim Employees from disclosing Facility performance data to Dub's Dread Golf Course's authorized representatives upon request as determined from time to time by its Board of Directors, but such information should never be provided to Owner's members or competitors. The receiving party shall not be obligated under this Section with respect to information the receiving party can document:

i. is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or

ii. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or

iii. was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or

iv. was independently developed by employees or consultants of the receiving party without access to such Proprietary Information; or

is required to be disclosed by law.

If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to equitable relief, including specific performance or an injunction, in addition to any other rights or remedies, including money damages, provided by law.

c. The obligation to keep this information confidential shall continue indefinitely during and following the termination of the term of this Agreement.

19. GOVERNANCE. The parties agree to attempt informal dispute resolution before proceeding with further action.Specifically, should either party believe that a dispute has risen, then that party shall meet and confer withadesignated representative of the other party.

20. NOTICES.Except as otherwise specifically provided herein, any and all notices required or permitted under thisAgreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first-class postage prepaid,registered or certified mail, return receipt requested, or when properly addressed upon deposit withFederal Express, Express Mail or other overnight courier service. Notices shall be properly addressedifaddressed to the parties as follows:

If to Owner: Agent for Dub's Dread Golf Development LLC - Dub's Dread GC
Attn:

If to Maxim: Bryan Minnis
CEO
5757 E. Eagle Knoll Drive
Hartsburg, MO 65039

The addresses for notices may be changed by written notice given to the other party as provided above.

21. FURTHER ACTS AND COMPETITION. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further

steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein. During the term of this Agreement Maxim will not directly or indirectly invest in nor provide services, whether or not for fees or other consideration, to another entity that has one or more golf courses any part of which is located in Benton County, Missouri, unless agreed upon by Maxim and Owner.

22. SECTION HEADINGS. The section headings in this Agreement are for convenience of reference only and shall in no way define, limit, extend or interpret the scope of this Agreement or of any particular section contained herein.

23. INTERPRETATION. Unless the context requires otherwise, words used in the singular number shall include the plural and vice-versa; words used in the masculine shall include the feminine and vice-versa.

24. AMENDMENTS AND WAIVERS. This Agreement shall be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement shall be made in writing executed by the party who could demand fulfillment of such waived provision.

25. ASSIGNMENT. This Agreement shall not be assigned by Maxim without the express written consent of Owner.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

28. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

29. SEVERABILITY. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provision or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

30. ENTIRE AGREEMENT. This Agreement (together with any attached Exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

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

Owner:
Dub's Dread Golf Development, LLC

By: _____

ATTEST:
_____

Maxim:
Maxim Golf, LLC.

By: _____
Bryan Minnis, CEO
5757 E Eagle Knoll Dr
Hartsburg, MO 65039

ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1

RFP No. 2026-001 Golf Course Operationaland Management Services – Desert Lakes Golf Course

Received By: Griffin Mott

Date Received: 2/11/2026

Business Name: Maxim Golf Solutions

Name: Griffin Mott

Signature: Griffin Mott

ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 2

RFP No. 2026-001 Golf Course Operationaland Management Services – Desert Lakes Golf Course

Received By: Griffin Mott

Date Received: 2/11/2026

Business Name: Maxim Golf Solutions

Name: Griffin Mott

Signature: Griffin Mott

ATTACHMENT THREE

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable Public Official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family Member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the Procurement Process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective Contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.**"Representative**

of a Prospective Contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

_____ _____

Signature Date

_____

Title

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ 2/23/2026

Signature Date

ATTACHMENT FOUR

NON-COLLUSION AFFIDAVIT

STATE OF Kansas)
County OF Johnson)
Griffin Mott (name) being first duly sworn, deposes and says that he/she is(title) Director of Marketing of (organization) Maxim Golf, LLC who submits herewith to the City of Alamogordo, proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Alamogordo, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal

2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;

3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;

4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that City of Alamogordo, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: Griff Mott
Title: Director of Marketing

SUBSCRIBED and sworn to before me this 24th day of February, 20 26.
Notary Public:
My Commission Expires: 12-20-28
(Print Name and Title): Jake Richardson Notary Public

ATTACHMENT FIVE

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local department or agency;

2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Iunderstand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Bryan Minnis, CEO

Typed Name & Title of Authorized Representative Signature of Authorized Representative

Date: 2/23/2026

February 27, 2026

Via Overnight Courier

Barbara Pyeatt, Chief Procurement Officer
Purchasing Department
2600 N. Florida Ave.
Alamogordo, NM 88310

RE: **RFP No. 2026-001** - **Golf Course Operations and Management Service – Desert Lakes Golf Course**

Dear Ms. Pyeatt:

American Golf Corporation is pleased to submit this response to the City of Alamogordo's Request for Proposals for professional Golf Course Operations and Management for the Desert Lakes Golf Course.

American Golf has built a solid operating foundation and assembled an exceptionally experienced team based on knowledge gained from more than 50 years operating golf courses and country clubs. The largest segment of our experience is operating public golf courses on behalf of municipal governments. American Golf specializes in municipal leases and management contracts with 35 of our 42 golf courses operated under long-term lease or management agreements with Cities, Counties, States, and related Park Districts.

American Golf is extremely experienced with the RFP's requested scope of work and the City's objectives and is committed to fulfilling the required services with professionalism and courtesy. Our proposal is designed to provide Desert Lakes Golf Course with high-quality, experienced management on a long-term basis and to provide an efficient and financially stable golf course that will benefit the citizens of Alamogordo.

On the following pages you will see details about American Golf's operating history and experience as well as details about our management and operating practices. American Golf has real examples of revenue increases and operational improvement upon assuming golf operations including a recent 27% revenue increase at Knabe Golf Center in Los Angeles after taking over management from a national golf management company. We expect similar positive results at Desert Lakes Golf Course.

Our goal is to maintain economically viable, affordable, accessible and sustainable golf operations to benefit the entire City of Alamogordo. American Golf acknowledges receipt of all addendums. Thank you for the opportunity to submit this proposal and we look forward to working with you as the City performs the evaluation process.

Very truly yours,

Paul W. Ballam

Paul Ballam
Senior Vice President

Qualifications and Experience

1.1 Organizational Overview

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. **The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.**

American Golf is particularly proud that it has recently, on October 1, 2025, expanded its relationship with Los Angeles County to extend the term of Lakewood Golf Course for an additional 15 years and added 2 new LA County courses, El Cariso and Victoria Golf Course for similar terms.

Additionally, since taking over operations in 2023 at Los Angeles County owned Alondra, Marshall Canyon and Knabe Golf Center, American Golf has dramatically increased revenue and participation at each of those facilities exemplifying American Golf's experience and proven approach to operating municipal golf courses as a good value and important public amenity.

- **Alondra revenue has increased 35% or $1.8 million over prior operations**
- **Marshall Canyon revenue has increased 59% or $1.47 million over prior operations**
- **Knabe Golf Center revenue has increased 27% or $181,000 over prior operations**

We expect similar positive results at Desert Lakes Golf Course.

Additionally, American Golf has recently extended two leases with the City of New York for the operations of Pelham Bay & Split Rock and Dyker Beach Golf Courses, facilities American Golf has operated on behalf of New York City since 1983.

A sample list of some of our clients is below:

County of Los Angeles	14 Courses	Lessee Since 1982
New York City	3 Courses	Lessee Since 1983
City of Long Beach	5 Courses	Lessee Since 1984
State of California	1 Course	Lessee Since 1985
City of San Leandro	2 Courses	Manager Since 1997
Ventura County	1 Course	Lessee Since 1996

American Golf employs just over 2,300 people and is one of the largest and most experienced operators of government-owned golf courses in the Country. American Golf specializes in municipal contracts with 36 of our 43 golf courses operated under long-term leases or management agreements with Cities, Counties, States, and related Park Districts.

American Golf is fully vested in every aspect of golf management. We have invested millions of dollars over the years to develop leading programs to increase community participation and generate additional

revenue for our clients and partners. At American Golf we understand how to quickly adjust to current market conditions in an ever-changing social space. We cultivate databases of our local golfers, tournaments, and private events to increase our understanding of, and penetration within, the local market.

With our background and resources, American Golf will ensure that Desert Lakes Golf Course plays an ever-increasingly important role in providing compelling recreation and social options for City of Alamogordo residents.

We are a full-service management firm whose services include:

- Operations
- Sales and Marketing
- Human Resources
- Internet/Online Management
- Staff Training
- Food and Beverage
- Revenue Management
- Agronomy
- Accounting
- Social Media Management
- Construction and Capital Management
- Merchandising
- Purchasing
- Risk Management

American Golf's position as a leader in the industry has allowed it to develop and recruit some of the best people in the business, including the team that would seamlessly transition Desert Lakes Golf Course into the American Golf portfolio.

Food & Beverage & Catering Experience

American Golf takes pride in the fact that we are responsible for over $40 million dollars in food and beverage sales across our portfolio. We provide everything from fine dining to large catering operations to sports bars and grab and go snack bars for our clients. The success of American Golf's food service operations is based on providing members and guests with consistently high-quality food and beverage products, combined with efficient and friendly service in attractive surroundings. This is accomplished through qualified regional support staff as well as food-service systems and standard operating procedures that have been developed and refined over the years.

We are committed to maintaining strict food safety and sanitation procedures. To do this, we require among other things that all F&B Managers and Chefs be Serv Safe certified, a designation that derives from responsible handling of food products. In addition, we employ the assistance of Ecosure Services, an independent company that provides regular health inspections. These inspections also provide hands-on educational training for our managers and staff on food safety and sanitation practices. In addition, co-workers receive on-going education regarding food codes, recommendations for improvements, and detailed reports for review.

DRIVE SHACK. American Golf. puttery

Qualifications and Experience

Redefining the Experience

The establishment of technologically driven golf entertainment venues is helping reshape the "green grass" golf experience. Whether it be from music in the golf carts, driving range technology or modern food and beverage offerings, the "green grass" experience is changing at a very rapid pace. To that end, American Golf is on the leading edge of this change.

American Golf is the ONLY integrated golf course management and golf entertainment company in existence today. Merging the elements of technology with traditional golf is a challenging task. Working with our parent company, which operates golf entertainment venues with the goal of bringing golf experiences to more people in non-traditional and vibrant urban settings, AGC will continue to be on the leading edge of advancements in how to enjoy and experience the game of golf.

Management Transition – Operations Support Team

American Golf has transitioned numerous golf course facilities into its portfolio over the years. We have the experience and operations support team to provide seamless transition and on-boarding services. We endeavor to interview existing candidates currently employed at Desert Lakes Golf Course who meet our criteria and integrate that team with the American Golf team to build on past successes and continue to improve the operational standard for facility quality and customer service.

American Golf employes just over 2,300 people and our position as a leader in the industry has allowed us to develop and recruit some of the best people in the business, including the Operations Support Team that would seamlessly transition Desert Lakes Golf Course into the American Golf portfolio.

Qualifications and Experience

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.

American Golf has more than 75 teammates operating Tanoan Country Club in Albuquerque. This proximity will provide exceptional support and oversight to the management and recruitment of American Golf's Desert Lakes Golf Course team.

American Golf Operations Support Team

Kyle Rickman
Chief Operating Officer and President

Kyle Rickman has served as the President and Chief Operating Officer of Drive Shack Inc. since August 2023. Since joining the company in January 2019, he has been instrumental in driving growth, innovation, and operational excellence across Drive Shack Inc. and its portfolio of brands. His leadership has been key to the company's expansion and continued success.

With a deep understanding of the entertainment and hospitality sectors, Kyle has held various leadership roles within the organization, bringing strategic vision and operational expertise to every facet of the business. Prior to his tenure at Drive Shack Inc., Kyle gained extensive industry experience at Topgolf, where he contributed to the company's growth and development. His commitment to delivering exceptional guest experiences and fostering innovation continues to shape Drive Shack Inc.'s future.

Paul Ballam
Senior Vice President, Head of Real Estate & AGC Strategy

Paul has been a member of American Golf's executive committee since 2014 and has led American Golf's national business development efforts since 2007.
In addition to his extensive involvement in numerous golf facility purchase and sale transactions, he has extensive experience negotiating and implementing golf facility leases and management agreements. Throughout his more than 20-year career with American Golf, Paul has held senior golf operations positions and has been integral to the Company's efforts in partnering with golf course owners including numerous municipalities to provide capital improvements and professional golf management services to their constituents.

Prior to joining American Golf, Paul held various management and operations positions at a wide variety of golf facilities including a municipally owned course, member-owned private clubs, and a major golf resort.

Qualifications and Experience

Brian Bode
Vice President of Operations

Brian serves as Vice President of Operations supporting our Public golf courses.

Brian has been with American Golf for over 30 years in various management and regional positions. Brian is on the Board of Directors of the American Golf Foundation for several years and currently serves as AGF CFO. Brian has been a Class A Member of the PGA of America for over 30 years.

Brian holds a bachelor's degree in business administration from Azusa Pacific University where he played college basketball and tennis.

Scott Scozzola
Vice President of Business Development

Scott is a seasoned golf industry executive with over 25 years of experience in golf operations, management, and ownership. Throughout his career, Scott has served in leadership roles as both General Manager and Owner, combining entrepreneurial insight with operational discipline. For 17 years, he led SS Golf Inc., a company that leased and operated an 18-hole golf property in Southern California.

In 2018, Scott joined American Golf Corporation as the General Manager of Brookside Golf Club at the Rose Bowl, where he led one of Southern California's most iconic public golf facilities. During his tenure, he successfully enhanced operational performance, built a strong team culture, and positioned the property as a hub for large-scale community and corporate events.

Now serving as Vice President of Business Development for American Golf, Scott leads strategic growth initiatives through high-impact partnerships and large-scale event activations. His work continues to expand the company's presence in both the golf and broader hospitality sectors, showcasing his ability to drive revenue, strengthen brand relationships, and scale complex operations.

A graduate of New Mexico State's Professional Golf Management Program, Scott is widely respected for his ability to build high-performing teams and lead cross-functional collaboration across sales, marketing, operations, and food & beverage. His leadership style emphasizes alignment, accountability, and innovation—consistently delivering results across diverse business environments.

He holds bachelor's degrees in finance and marketing from New Mexico State University, where he also completed the university's Professional Golf Management Program. A member of the PGA of America for over 25 years, Scott continues to be recognized as a trusted leader in the golf and hospitality industries.

Rick Crowder
Regional Vice President – Revenue

Rick Crowder is a seasoned corporate operations leader with extensive experience in the hospitality industry. Having served as a General Manager for has worked for American Golf from 2008 to 2018, and again from 2022 to the present, Rick has a proven track record of excellence in managing company operations and driving revenue growth.

Beginning his career in 2002, Rick led corporate operations for two different hotel ownership companies when he was not with AGC and was responsible for overseeing all operational revenue streams. His leadership and strategic vision have been pivotal in optimizing operational efficiencies and expanding revenue-generating opportunities.

Rick is also known for his expertise in negotiating complex third-party contracts. He brings a wealth of knowledge and experience to every business negotiation he leads. His ability to build strong relationships and ensure favorable terms for his companies has made him a trusted leader in the industry.

With his vast operational and legal expertise, Rick continues to significantly impact the companies he works with, ensuring success in an ever-evolving market.

Mark Lilleberg
National Director of Agronomy

Marc Lilleberg holds a Bachelor of Science in Environmental and Life Sciences with a specialization in Horticulture and Turfgrass Management. He began his career in golf course maintenance in 1989, gaining extensive experience across private equity, privately owned, public, municipal, and county courses in Rhode Island, Massachusetts, Washington State, and California. Two of the courses he managed earned Golf Digest Top 10 in-State rankings.

Marc has hosted prestigious tournaments, including the Rhode Island State Open and the Long Beach Open. His expertise encompasses the construction and grow-in of a 9-hole golf course and short game practice facility, as well as course restorations, irrigation conversions, green expansions, and bunker redesigns.

Since joining AGC in 2010, Marc served as a Regional Superintendent (Agronomist) since 2019 and was recently promoted to National Director of Agronomy in recognition of his experience, expertise and support of his fellow golf course superintendents.

Marc is a Past President of the Golf Course Superintendents Association of Southern California and received the 2023 Employee Excellence Award from the CGCOA.

Mike Chicoine
Head of Construction and Project Development

Mike serves as the Head of Construction and Project Development at Golf Entertainment Group Inc., a leading owner and operator of golf-focused leisure and entertainment businesses, including American Golf Corporation, Drive Shack, and its newest concept, Puttery. With over 20 years of comprehensive professional experience in construction, development, and real estate, Mike brings a deep understanding of project execution and strategic growth.

Mike holds a Bachelor's degree in Mechanical Engineering from the University of Maine and has been with Drive Shack and American Golf for the past five years, leading all construction and development initiatives since 2020.

Qualifications and Experience

Sue Scharf
National Director of Event Sales

Sue Scharf is an accomplished Sales Leader with over 15 years of experience driving revenue growth, building high-performing teams, and delivering strategic sales initiatives across the wedding and event industry. Known for her results-driven approach, she has consistently exceeded targets and fostered strong professional relationships. Passionate about leadership, innovation, and hospitality, Sue brings a proven track record of scaling sales operations and mentoring future leaders.

When she's out of the office, Sue enjoys spending time with her family, sunshine, strong coffee and great food.

Jorge Badel
Community Engagement Director

Jorge joined American Golf as Community Engagement Director (CED). As CED he will be responsible for managing community relations and contractual requirements associated with community initiatives between American Golf and its landlords. Jorge most recently served as Senior Golf Director for the County of Los Angeles Department of Parks and Recreation. In that role, he and his team oversaw all aspects of the County's 20 golf course system including the complex lease agreements between the County and its various lessees, contract development, compliance, capital projects and community relations. Prior to his County service, he served on the ground level in the golf industry as a general manager and golf professional at public and municipal facilities.

He is a Class "A" Member of the PGA of America. In 2022 he was bestowed an Honorary Life Member by the association. He is a Board member for the Southern California Golf Association, Serves on the PGA of America's A Place to Play committee, the USGA's Advocacy workgroup and is an SCPGA Advisory Committee member. Jorge believes that we must nurture and continue to build relationships with our guests and non-golfer constituent neighbors as well. Collectively, they allow us to thrive in the industry and collectively we will work together to fend off future economic and political pressures to repurpose our golf courses.

Matt Walker
Director of Technology

Matt began his career with American Golf in 1998 as a Corporate Travel Counselor with American Express, managing corporate travel planning. In 2001, he transitioned to the IT department as a System Support Specialist. By 2004, Matt advanced to the role of Lead Technical Support Specialist, and he is currently serving as the National Director of Technology, overseeing all technology operations for American Golf Corporation.

Matt holds an Associate of Arts in Business Computer Science from Condie Jr. College in Campbell, CA, as well as an ITIL Essentials certification and several other IT-related credentials.

Qualifications and Experience

1.2 Client Portfolio

List of American Golf Operated Properties

California

Alondra Park Golf Course
Lawndale, CA Public-Municipal

Anaheim Hills Golf Course
Anaheim, CA Public-Municipal

Chester Washington Golf Course
Los Angeles, CA Public-Municipal

Coyote Hills Golf Course
Fullerton, CA Public

Dad Miller Golf Course
Anaheim, CA Public-Municipal

Diamond Bar Golf Course
Diamond Bar, CA Public-Municipal

Don Knabe Golf Center & Junior Academy
Norwalk, CA Public-Municipal

El Cariso Golf Course
Sylmar, CA Public-Municipal

El Dorado Golf Course
Long Beach, CA Public-Municipal

Heartwell Golf Course
Long Beach, CA Public- Municipal

Knollwood Country Club
Granada Hills, Ca Public-Municipal

La Mirada Golf Course
La Mirada, CA Public-Municipal

Lake Forest Golf and Practice Center
Lake Forest, CA Public-Municipal

Lake Tahoe Golf Course
South lake Tahoe, Ca Public-Municipal

Lomas Santa Fe Executive Golf Course
Solana Beach, CA Public

Los Coyotes Country Club
Buena Park, CA Private

Los Verdes Golf Course
Rancho Palos Verdes, CA Public-Municipal

Maggie Hathaway Golf Course
Los Angeles, CA Public-Municipal

Marshall Canyon Golf Course
La Verne, CA Public-Municipal

Mission Trails Golf Course
San Diego, CA Public-Municipal

Monarch Bay Golf Club
San Leandro, CA Public-Municipal

Mountaingate Country Club
Los Angeles, CA Private

Mountain Meadows Golf Course
Pomona, CA Public-Municipal

National City Golf Course
National City, CA Public-Municipal

Oso Creek Golf Course
Mission Viejo, CA Public-Municipal

Rancho San Joaquin Golf Course
Irvine, CA Public

Recreation Park 18 Golf Course
Long Beach, CA Public-Municipal

Recreation Park 9 Golf Course
Long Beach, CA Public-Municipal

Qualifications and Experience

California *(cont.)*

Lakewood Country Club
Lakewood, CA Public-Municipal

River Ridge Golf Course
Oxnard, CA Public Municipal

San Dimas Golf Course
San Dimas, CA Public-Municipal

Victoria Golf Course
Sylmar, CA Public-Municipal

Saticoy Regional Golf Course
Ventura, CA Public-Municipal

Vineyard at Escondido
Escondido, CA Public-Municipal

Scholl Canyon Golf Course
Glendale, CA Public-Municipal

Westchester Golf Course
Los Angeles, CA Public-Municipal

Skylinks at Long Beach
Long Beach, CA Public-Municipal

Whittier Narrows Golf Course
Rosemead, CA Public-Municipal

Florida

Lely Resort Golf and Country Club
Naples, FL Public

The Classics Resort
Naples, FL Private

New Mexico

Tanoan Country Club
Albuquerque, NM Private

New York

Dyker Beach Golf Course
Brooklyn, NY Public-Municipal

Pelham/Split Rock Golf Course
Bronx, NY Public-Municipal

Texas

Waterview Golf Course
Rowlett, TX Public-Municipal

The responding firm is American Golf Corporation, established in 1973, and the authorized representative is Paul Ballam. Contact information is as follows:

American Golf Corporation
Paul Ballam
Senior Vice President
700 Canal Street, 3rd Floor
Stanford, Connecticut 06902
PH: 703-772-3593
pballam@americangolf.com

1.3 Public-Sector/Municipal Experience

As noted above, American Golf specializes in municipal contracts with 35 of our 42 golf courses operated under long-term leases or management agreements with Cities, Counties, States, and related Park Districts. We understand the balance of operating a for-profit golf operation and providing meaningful and attractive public recreation options for City residents. We consult with our municipal partners to provide affordable access while mindfully managing so the golf course is not a burden on our municipal partner's City General Fund and is a self-sustaining public benefit opportunity.

Please find below contact information for references related to facilities operated by American Golf similar to Desert Lakes Golf Course. Also noted is the length of time operated and size of the contract:

Name of Golf Course(s)	Name of Municipality	Contact Person / Phone	Project Scope
County of Los Angeles Alondra Golf Course Chester Washington GC Maggie Hathaway GC Diamond Bar GC Don Knabe Golf Center El Cariso GC Knollwood GC La Mirada GC Lakewood GC Los Verdes GC Marshall Canyon GC Mountain Meadows GC Victoria GC Whittier Narrows Golf Course GC	County of Los Angeles, California	**Norma E. García-González, Director** **County of Los Angeles Department of Parks and Recreation** PH: (626) 588-5382 negarcia@parks.lacounty.gov	Leases for the complete management and operation of the entire facility and golf course including capital improvement management. 2-50 Years Since 1982 $1m + Contracts
City of San Leandro Monarch Bay Golf Course (19 years) (Since 1997) $1m+ Contract	City of San Leandro, CA	**David Sams** **City of San Leandro** **Municipal Golf Advisor** PH: (510)-980-1148 Sams4munigolf@comcast.net	Management Agreement for the complete management and operation of the entire facility and golf course including capital improvement management.
City of Oxnard River Ridge Golf Course (10 years +) (Since 2019) $1m+ Contract	City of Oxnard, CA	**Steve Howlett** **City of Oxnard** **Asst. Public Works Director** PH: (805)-385-7830 Steve.howlett@oxnard.org	Management Agreement for the complete management and operation of the entire facility and golf course including capital improvement management.

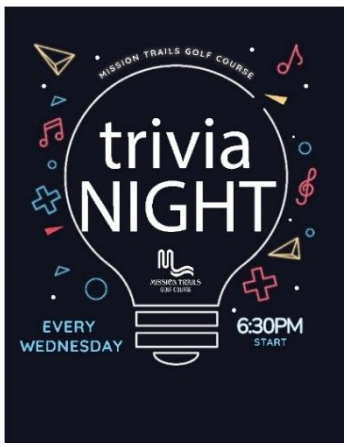
1.4 Non-Golf Activities and Events

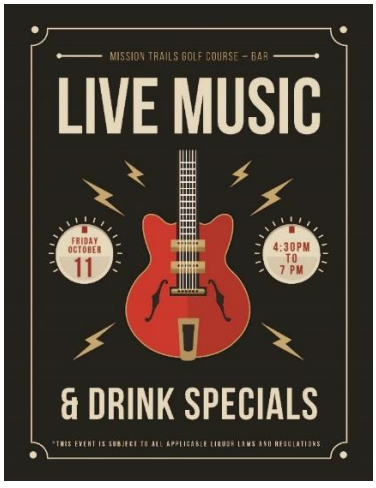
Community Relations & Public Programming

At American Golf we pride ourselves on being good neighbors and strong corporate citizens. At American Golf we believe being an active member of the local community is an important part to the overall success of any municipal golf facility. This entails working with local groups to ensure successful golf events and active participation in local civic and community organizations.

Additionally, American Golf believes that the golf course should be enjoyed by the entire community and has endeavored to develop new and exciting offerings and public programs to attract non-golfers to utilize this important community recreational asset. This entails hosting a variety of golf and non-golf events at the course to attract community members that may have never been to the course. These events can include everything from Easter Egg Hunts, Trivia Nights, Wine Tastings and movie nights to exploring alternative uses such as speed golf. We believe the more people in the surrounding community that enjoy the facility the more successful the property will be.

The following pages illustrate event concepts and a sample Calendar of Events.





Qualifications and Experience

Qualifications and Experience

Supporting The Communities We Serve

The Mission of the AG Foundation:

To promote the game of golf and its ideals through charity, education, and community service.

An important part of our culture is giving back to the communities in which we operate. This is accomplished through the AG Foundation. Created in 1995, the AG Foundation is a 501c3 and a 509 a2 public charity that works with municipal, resort and daily fee golf courses across the country to actively support a wide spectrum of worthy local and national non-profit organizations that make a difference in local communities. The Foundation mobilizes a dedicated team of 700 volunteer Ambassadors at host golf courses. Ambassadors donate their time, energy, skills and knowledge to conduct fundraising activities, participate in community outreach programs, educate guests on proper golf course etiquette, rules and safety, and help make the game of golf accessible to people of all ages and backgrounds. We would look to implement this program at Desert Lakes Golf Course for the benefit of the Alamogordo Community and enjoyment of the Desert Lakes Golf Course participants.

$4.5 Million Donated in the Last 10 Years

AGF Partners:
SCGA Junior
Folds of Honor Foundation
Jordan & Kyra Memorial Foundation
American Red Cross and other disaster relief charities

1.5 Capital Construction and Facility Improvements

Renovation, Design & Construction Experience

American Golf routinely invests its own capital in Capital Improvements across its portfolio of 35 leased and owned golf courses. From multi-million-dollar clubhouse renovations to golf course irrigation improvements, to snack bar and café transformations, our team has extensive experience implementing capital improvements of varying costs and complexities.

Our team is currently managing more than $12 million of capital improvements across our portfolio and has extensive experience working with Departments of Buildings, Departments of Environmental Protection and community boards in numerous jurisdictions. We make every effort to ensure no time is lost during permitting and approval for each project so that we can get to work bringing new social and recreation opportunities to the citizens of the communities in which we operate.

1.6 Proprietary Systems and Incentive Programs

THE PLAYERS CLUB

The Players Club

The golf business is evolving in an ever-changing social space and creating new challenges and opportunities for operators and owners. To adapt to these changes and continue to grow participation and revenue, AGC has spent the last several years developing a "New Public Golf Model" that is currently in use at the vast majority of our public golf facilities. This model creates a quality experience and provides accessibility. Due to our size and financial strength, AGC has been able to develop, test, and refine this model to a point where we have proven results that are unmatched in the industry. These results along with independent third-party analysis validate the success of the program and the work behind it.

The Player's Club is American Golf's monthly dues subscription model. With over 30,000 members nationally, it is the premier player development program in golf today, designed to keep players loyal to their home course with an affordable program for practice and play.

For a monthly fee, members of The Players Club typically receive daily access to the driving range, access to the golf course during low demand periods for a nominal access fee, and weekly group instructional clinics hosted by the club.

Qualifications and Experience

American Golf has also used The Players Club to partner with other organizations to create twilight leagues and other creative programming with sponsored prizes, which drives even more rounds at participating clubs.

Desert Lakes Golf Course will receive the full benefit of American Golf's extensive marketing research. Our team of industry-leading Revenue Managers utilize these tools and The Players Club membership to fill out the tee sheet without having to lean on third-party distributors. The ability to leverage these assets reduces commission and barter costs, keeping revenue at the club and making booking tee times more convenient for our players.

Because The Players Club product focuses on range usage and off-peak golf access it:

- Doesn't cannibalize top rated guests.
- Encourages mid-tier guests to spend more with Desert Lakes Golf Course vs. the competition.
- Serves as a bridge from "entertainment" to green grass.

The Player's Club has been rolled out across our portfolio over the last 10 years, driving significant positive revenue impact for the golf courses operated by American Golf.

What we did wasn't easy, it required drawing on years of expertise as well as utilization of newly available applications and technology. What resulted were fundamental changes to our business in the way we view and deliver the experience and analyze the data.

This program is a true win-win-win. The golfer wins through affordable access and ability to improve their game through practice. Our clients win through increased utilization and loyalty. Our teammates win though increased earnings through a $20 commission on each new member.

1.7 Meeting City's Desired Outcomes

It is clear that Desert Lakes Golf Course has struggled with course conditions resulting in declining revenues and a strain on City of Alamogordo resources. The golf course has been forced to close on Mondays removing one-seventh or 14% of Desert Lakes operating hours – hours that could be better spent providing recreational opportunities to Alamogordo residents and generating revenue to offset rising operating costs. American Golf is confident that through our proposed operating plan for Desert Lakes, that we can restore Desert Lakes golf course conditions, improve customer service, expand operating hours and overall make Desert Lakes a profitable partner and general fund contribute to benefit the entire City of Alamogordo.

We have made every effort in this proposal to outline our proven strategies to achieve and align with the City's desired outcomes including:

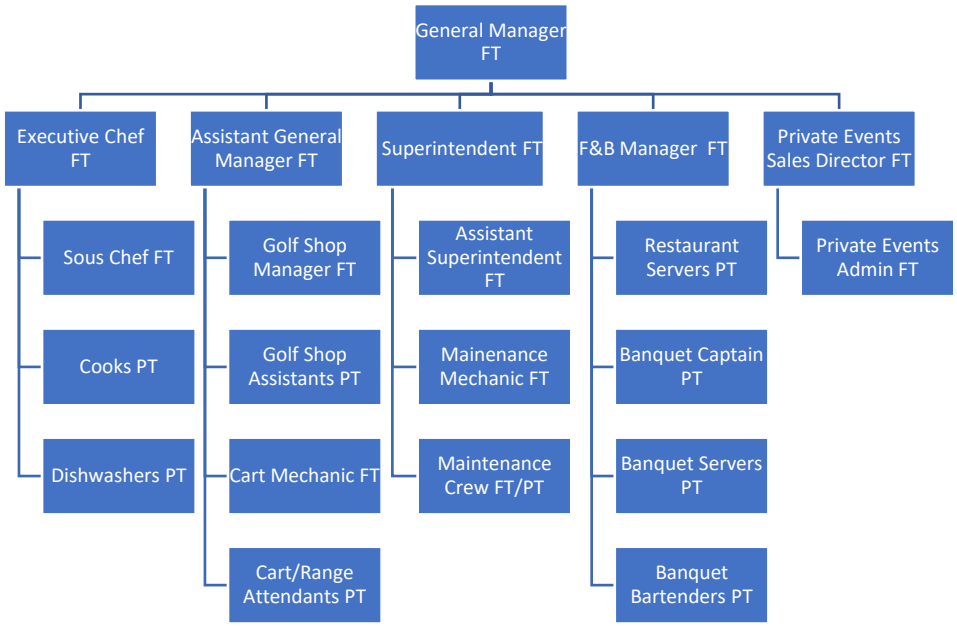
- Increasing access to and interest in golf for all City residents and visitors including families, youth ages 13-17, and frontline communities. All of this most achieved through American Golf's Players Club Program and proven outreach as well as, equally as important, improving the day-to-day maintenance of the golf course which will make the facility more attractive to a wider audience and provide a better customer experience and value for users fee investment.
- Ensure strong systems and policies that support the sustainable financial health of the City's golf facilities, including financial performance management, data privacy and fiscal reporting. In addition to the systems and procedures outlined above, American Golf's proven expense management and expertise in providing quality golf course maintenance and customer service and proprietary programs to increase utilization of the facility, will eliminate City operating losses at Desert Lakes and eliminate the need for the City's General Fund to subsidize the golf course operation. It is the expressed goal of this proposal to make Desert Lakes a net contributor of positive operating profits to the City's General Fund.
- Commit to excellence in customer service across all aspects of golf course operations. This is achieved through our extensive training and oversight as outlined above, as well as, the improve golf course playing conditions resulting from American Golf's professional golf course maintenance systems and management.
- Provide innovative programming opportunities, including:
    - New golf-related revenue opportunities including American Golf' Players Club Program
    - Appropriate non-golf activities including trivia nights, live music events, easter egg hunts
    - Collaboration with City of Alamogordo business units through our youth programs, American Golf Foundation and partnerships with local community groups
    - Practices that position the golf facilities as a "good neighbor" to surrounding residents and businesses including potentially adding electric golf carts to reduce noise and pollution as well as providing space for community meetings and collaboration on facility use and activities
- Establish a strong working partnership with Alamogordo Parks & Recreation to implement capital construction projects and facility improvements utilizing American Golf's proven capital project management expertise and sensitivity to user feedback and staff expertise.

Management Structure and Training

2.1 Organizational Staffing Plan

Staffing Plan

American Golf has transitioned numerous golf course facilities into its portfolio over the years. We have the experience and operations support team to provide seamless transition and on-barding services. We are committed to interviewing the existing employees of Desert Lakes Golf Course who express interest in joining the American Golf Team to determine those candidates who meet our criteria. Our proposed organization chart for Desert Lakes Golf Course is follows:



2.2 General Manager Qualifications

Responsibilities

- Serve as the primary leader and ambassador for the club, fostering strong relationships with members, guests, associates, and the surrounding community
- Maintain visibility and open communication through daily walkthroughs and regular engagement with members and guests
- Address member and guest concerns promptly and professionally to drive satisfaction, retention, and loyalty
- Operate the club in a fiscally responsible manner in alignment with approved budgets and ownership expectations
- Oversee Profit & Loss performance, including revenue, labor, cost controls, and inventory management
- Review financial reports, general ledger activity, accounts payable, and accounts receivable on a regular basis to ensure accuracy and timely follow-up
- Monitor inventory levels across merchandise, food, and beverage to balance service quality and cost efficiency

- Drive revenue growth by acting as the sales leader for the club, including oversight of reservations, tee sheets, utilization, and pricing integrity
- Analyze demand patterns and initiate promotional, demand-management, and demand-creation strategies
- Support membership growth, event sales, and utilization through strategic outreach and relationship building
- Recruit, hire, train, develop, and retain a diverse, high-performing management and hourly team
- Provide clear direction, coaching, performance feedback, and corrective action when necessary
- Lead weekly department head meetings and bi-monthly all-staff meetings to ensure alignment and accountability
- Serve as a role model by demonstrating the professionalism, work ethic, and values expected of all American Golf employees
- Partner closely with the Superintendent, Food & Beverage Director, and department heads to ensure operational excellence and adherence to American Golf standards
- Ensure the club operates in compliance with all applicable federal, state, and local laws and regulations
- Enforce all safety, health, and sanitation standards across the property
- Oversee facility condition and maintenance to ensure a safe, welcoming, and well-maintained environment
- Act as the club's community liaison by engaging with local organizations, special interest groups, and partners to support membership and event growth
- Maintain strong working relationships with ownership and represent American Golf Corporation professionally and transparently
- Perform other related duties as assigned to support business needs and organizational objectives

Qualifications

- Minimum of 5 years of General Manager experience, preferably in golf, hospitality, or service-driven environments
- 1–2 years of experience managing food and beverage operations of $1M or more
- 2–3 years of experience managing financials, including P&L statements
- Proven ability to develop and execute financial and operational plans
- Strong leadership, communication, and organizational skills
- Experience conducting performance evaluations and managing employee relations
- Proficiency in Microsoft Word, Excel, PowerPoint
- Experience with CRM systems, Point of Sale systems, and timekeeping platforms (ADP/Kronos preferred)
- Familiarity with collaboration tools such as MS Teams, Zoom, and Workplace
- Working knowledge of social media platforms including LinkedIn, Facebook, Instagram, TikTok, and others
- Knowledge of the golf industry
- PGA or LPGA certification

2.3 Incident Response and On-Site Report

Safety

Teammate safety training is a key component of any safety program. American Golf's goal is to ensure all teammates receive initial, monthly, job-specific and refresher training as applicable to ensure a safe and healthy work environment for those we employ and serve. We are committed to the safety of our teammates and guests and strive to continue to reduce incidents, increase productivity, improve teammate morale and our guest's experience.

At American Golf we have designed a customized golf course safety training program for each department within our organization. Management is provided with a training structure and materials to ensure our teammates receive quality and effective training that exceeds local, state and federal training standards. Although the training program has a strong foundation it is not considered all-inclusive. Management is encouraged to go beyond the training matrix and encompass location-specific safety topics into their meetings as necessary.

Key Components of our Safety program are:

- **Annual Safety Audits** performed to assess and prevent liability situations or defects from both a customer and teammate perspective
- **Management Incident Reporting** system to reduce false claims and aid in appropriate defense
- **Guest Incident Reporting** to aggressively adjust claims immediately
- **Safety Requirements** including steel-toed boots for all course maintenance staff, slip resistant floors in kitchen and food & beverage preparation areas, and the use of hard hats by all teammates working on the golf course

2.4 Customer Service Training

Customer Service

Consistent with our purpose statement, our customer service program focuses on each team member at the course working to implement our 3 Steps of Service: **Warm Greeting, Memorable Experience and Fond Farewell**. This is not just a program; it is the culture we have built at American Golf.

3 Steps of Service

1. Warm Greeting

- Greet every member and guest with a big smile using their name when possible.

2. Memorable Experience

- Anticipate member and guests' needs, and act on them with a sense of urgency.

3. Fond Farewell

- Sincerely thank each member and guest for visiting and invite them back again.

American Golf views a guest's day at the course in terms of an experience. From the time they drive up in the parking lot to the time they drive out, our job is to create an enjoyable experience that creates loyal customers. We strive to accomplish that through the above mentioned "***3 Steps of Service*****".** As a Company, we are proud of the fact that we have had the opportunity to provide great experiences to our guests for the past 50+ years. **This pride is further reinforced by the fact that after 50 years we still have the privilege of operating our first portfolio course, Westchester Golf Course in Los Angeles.**

While driving revenue is key to our operating strategy, we continue to optimize the balance between Revenue and Service. Integrating these two elements is essential to consistent and sustainable revenue growth. Our key strategies revolve around:

- **Training**- The 3 Steps of Service are continually reinforced through training and during site visits from support staff.
- **Direct Customer Communication**- Our online tee sheet provides communication tools for confirmation and thank you emails to enhance the customers experience and gain feedback.
- **Uberall**- AGC utilizes Uberall to help manage the customer experience to provide real time feedback to our managers at their facilities.
- **Triple Seat**- National CRM tool to centralize and manage private event, member, and tournament contacts
- **SendGrid**- Robust e-mail marketing platform that allows mass distribution and customized marketing approaches to our proprietary databases.
- **Contact Us**- Through all our online channels we provide mechanisms for customers to provide feedback and have procedures in place to respond.
- **Third Party Reviews**- General Managers, Revenue Managers, and Event Sales staff continually reference third party reviews for ratings and feedback including: Greenskeeper.org, Yelp, Golf Advisor.

Operations Excellence – Training and Recognition

We believe that outstanding operations begin with outstanding people. With TEAM as one of our core values, American Golf understands that we can never be better than the team we assemble at our courses and clubs. Our philosophy is that quality local management is essential to successful guest service and financial results. To this end, our company relies on extensive teammate recruitment, selection and training processes to attract and retain the most talented, seasoned professionals from a variety of golf and hospitality disciplines.

Successful candidates who meet American Golf's stringent qualifications are entered into training programs designed to provide teammates with the skills and tools necessary to make good decisions, provide excellent customer service, take responsibility for their actions, and excel in the operating requirements of their respective positions. We utilize a variety of proprietary and industry-leading training and oversight tools to ensure our General Managers and their staffs provide quality customer service including:

Management Structure and Training

Training - Defining the Culture

At American Golf everything we do each day at our facilities is guided by our company's overall culture and our Purpose Statement "***Creating Enjoyment for Everyone We Serve***". At American Golf we have teammates not employees. We believe that our teammates are critical to the success of any property and value their participation in achieving the City's goals. Our Purpose Statement and Core Values of: ***Integrity, Team, Growing, Fun, and Safety*** allow our over 2,300 teammates to provide high levels of product quality, hospitality and service to all our clients while at the same time having the opportunity to grow personally and professionally in a fun and safe environment.

PURPOSE STATEMENT

Creating Enjoyment for Everyone We Serve

- We proudly serve to improve the lives of our members, guests, and teammates.

VALUES

Integrity

- We act in a Manner That Builds Trust
- We live by our values and beliefs and never compromise

Team

- **T**ogether **E**veryone **A**chieves **M**ore
- We Act as One Team

Growing

- We Win by Growing
- We strive to get better every day to improve our clubs and the lives of our teammates, members, and guests.

Fun

- We Create Exceptional Experiences
- We have members and guests, not customers.
- We have fun and exceptional experiences, not transactions.

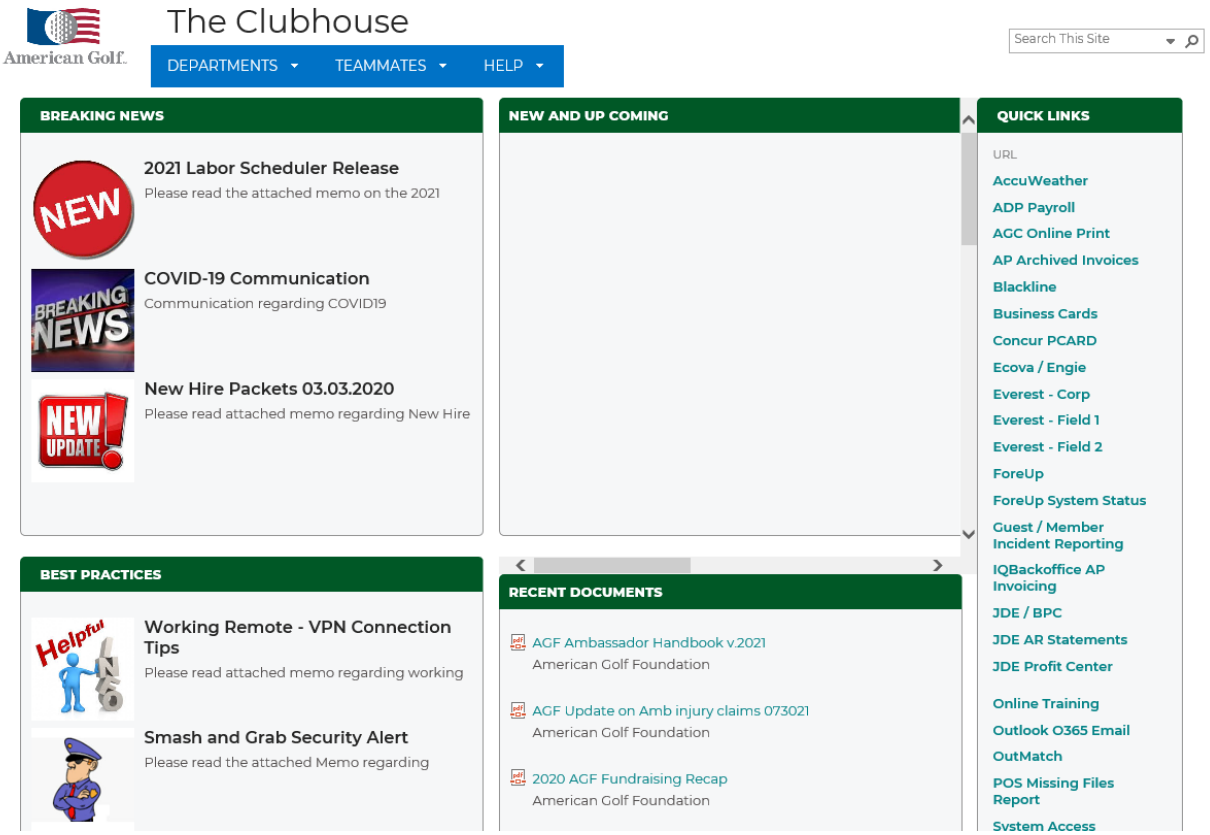
Safety

- We Operate Safely
- We have a responsibility to create a safe environment for our members, guests, and teammates.

Management Structure and Training

Company Intranet

The Clubhouse (American Golf Company Intranet) provides our team with access to all programs, accounting, financial reporting and sales management systems, and serves as a conduit to deliver important information to the field and provide electronic access to all documents and files related to best management practices, key policies, procedures, operating standards, tools and training.



In addition to The Clubhouse, American Golf's golf course Superintendents have access to the American Golf Superintendent Blog where they can share "Best Practices" along with finding useful training videos for both equipment operation and routine maintenance practices.

Management Structure and Training

Teammate Satisfaction/Retention

Well-trained and motivated teammates have been key to the success of American Golf's portfolio. In addition to hiring the right person for each job, American Golf provides both the training that results in top performance of that job, as well as, the training that will help the co-worker reach his or her full potential within the organization.

We strive to promote teammates from within to fill roles of increasing responsibility and offer a variety of personal and professional growth programs as well as continuing education programs that are designed to provide interested individuals with the skills and resources necessary to advance within the organization.

Complementing these comprehensive training and development programs are a variety of co- worker benefits. The company's benefits package includes both PPO and non-PPO medical plans, a dental plan, group term life and AD&D, long-term disability, a teammate 401(k) savings plan, holiday and vacation pay, and other important benefits.

Clubhouse Operations / Events

Our Clubhouse and Event Operations Plan centers around three main components:

Physical Plant: Consistently maintaining a quality venue through thoughtful, periodic capital improvements and ongoing improved day-to-day maintenance.

People: Hiring and training the best catering, sales, event management, and food preparation talent. We will draw on American Golf's catering support structure for oversight, training programs and measurement systems to ensure high-quality service and consistent improvement.

Marketing and Sales: Implementing a targeted and aggressive marketing and out-bound sales effort to drive wedding, social, corporate, and golf-related events. We will design and market menus and event packages that complement the quality and setting of the newly renovated event space.

Food and Beverage Maintenance and Sanitation

We are committed to maintaining strict food safety and sanitation procedures. To do this, we require among other things that all F&B Managers and Chefs be Serv Safe certified, a designation that derives from responsible handling of food products. In addition, we employ the assistance of Ecosure Services, an independent company that provides regular health inspections. These inspections will also provide hands-on educational training for our managers and staff on food safety and sanitation practices. In addition, co-workers will receive on-going education regarding food codes, recommendations for improvements, and detailed reports for review.

General and Administrative

While the team members at the course are focusing on their operations and our purpose statement of "***Creating Enjoyment for Everyone We Serve*"** behind the scenes American Golf has a corporate team that is focused on supporting the administrative tasks integral to any operation. Below is a partial list of those services.

Following are some key items we provide:

Loss and Liability Prevention

Maintain an aggressive and proactive liability prevention program that significantly reduces cost, unsafe conditions and legal exposure. This program, which begins with comprehensive training for General Managers and department heads, is supported by a specific and actionable follow-up process.

Pro Shop Operations - Merchandise

American Golf plans to offer a golf Pro Shop that is stocked with high quality brand name items at a fair price, thereby contributing to an overall quality experience. Utilizing out National Account buying power, American Golf will implement a buying plan that maximizes inventory turns and sell through of goods. Particular focus will be put into logo soft goods, hats, gloves, shoes, accessories, and other in demand retail items. Hard goods will be available for purchase through a customized special-order program. Through our partners we can obtain point of purchase materials and displays to promote products and increase the attractiveness of the merchandising experience. To monitor sales and inventory, our on-site team is required to perform a physical inventory and reconciliation on a monthly basis.

Home and Local Golf Clubs

Local Golf Leagues and Clubs are extremely important to any local golf course and Desert Lakes Golf Course is no exception. Leagues and Clubs are responsible for driving a significant amount of play and loyalty. To support these groups, AGC attends Monthly Club meetings to optimize scheduling and management support of the clubs and provides support resources (online and in shop) to grow membership levels and improve participation in our leagues and clubs.

2.5 Equity and Inclusion Training

American Golf Corporation is committed to equal employment opportunities for all. We will not discriminate against employees or applicants for employment on any legally recognized basis, (protected class), including but not limited to race, color, religion, genetic information, national origin, sex, pregnancy, childbirth, medical conditions, age, disability, citizenship status, uniform service member status, or any other protected class under federal, state, and/or local law.

Management Structure and Training

In addition in 2025, leadership development aligned to individual evaluation paths was structured around three core pillars: Communication, Coping, and Leadership. Within these pillars, select development tracks reinforced trust-building, empathetic communication, inclusive leadership behaviors, and long-term leadership continuity across the organization.

Pillar I: Empathetic Communication & Psychological Safety
This pillar strengthened respectful dialogue, active listening, and conflict prevention to ensure teams operate in environments where individuals feel heard, valued, and empowered to contribute.

Focus Areas

- Active, non-judgmental listening
- Empathetic engagement
- Psychological safety
- Respectful dialogue practices
- Conflict prevention through listening

Leadership Standards Reinforced

- Listen to understand before responding
- Reflect rather than react
- Avoid interruption and dismissive language
- Honor diverse perspectives and experiences
- Act on feedback to reinforce trust

Organizational Impact

- Encourages equitable participation in discussions
- Reduces reactive and bias-driven responses
- Strengthens psychologically safe environments for collaboration

Pillar II: Culture of Trust & Cross-Functional Collaboration
This pillar reinforced trust as the foundation for operational alignment, guest experience consistency, and cross-functional collaboration.

Focus Areas

- Workplace credibility (reliability and consistency)
- Relational trust and connection
- Intentional trust-building across teams and functions
- Leadership visibility and follow-through
- Transparent communication practices

Leadership Standards Reinforced

- Deliver on commitments and avoid overpromising
- Communicate clearly and consistently
- Clarify assumptions before reacting
- Respect expertise across roles and departments
- Model integrity through alignment of words and actions
- Invite input and encourage cross-functional collaboration

Organizational Impact

- Reinforces fairness and consistency in leadership behavior
- Reduces siloed thinking and operational friction
- Promotes transparency and shared accountability
- Strengthens psychological safety across departments

Pillar III: Leadership Capability & Succession Readiness

This pillar established a structured approach to building internal leadership pipelines and ensuring leadership continuity across roles.

Focus Areas

- Succession planning and internal pipeline development
- Formal leadership training pathways
- Stretch assignments and progressive responsibility
- Cross-training across departments
- Integrated and systematic leadership development
- Mentoring and coaching frameworks

Leadership Standards Reinforced

- Prepare successors intentionally rather than reactively
- Develop leaders across functions, not in silos
- Increase responsibility based on demonstrated capability
- Invest consistently in mentoring and coaching
- Build leadership readiness through structured processes
- Prioritize long-term organizational stability

Organizational Impact

- Supports structured access to leadership development opportunities
- Encourages transparent succession planning
- Promotes cross-functional understanding and collaboration
- Strengthens continuity in leadership transitions

Organizational Intention

This three-pillar framework strengthens leadership capability and operational consistency through:

- Psychological safety in team environments
- Inclusive participation across roles and departments
- Conflict de-escalation through structured communication
- Fair and consistent leadership practices
- Long-term trust-building and leadership continuity

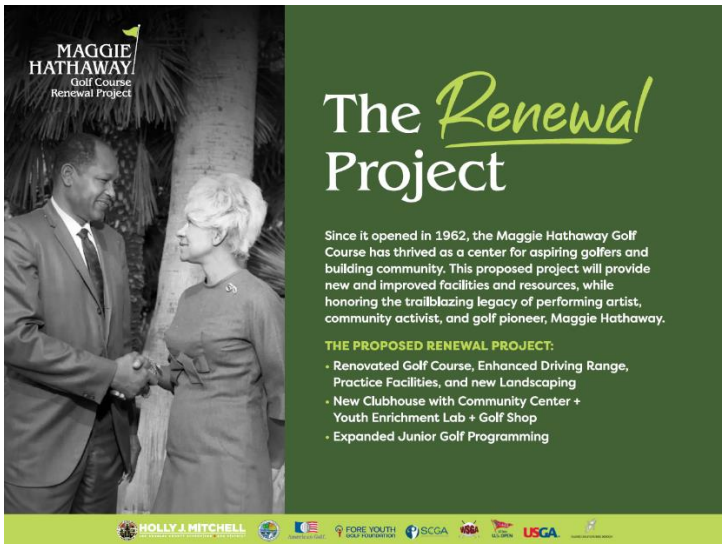
2.6 Youth Development / Internships

Player Development /School Teams/Junior Golf

Our public golf courses offer instruction for students of all ages and levels who want to enhance their golf skills and strategy. These programs include weekly Players Club Clinics, PGA Junior League, hosting Southern California Golf Association (SCGA) Junior events and providing discounted range balls and green fees to SCGA Junior participants.

We envision similar player development and junior golf programs at Desert Lakes Golf Course as well as hosting local area school golf programs as we do at the vast majority of American Golf's courses.

American Golf is dedicated to increasing access and interest in golf for all City residents and visitors, especially families, youth ages 13-17 and frontline communities. From our active involvement in First Tee and local youth and Park and Recreation Department Programs to major community renewal projects such as the Maggie Hathaway Renewal Project in South Los Angeles, American Golf design outreach and instructional programs and partnership to attract the entire community to the great game of golf.



2.7 Routine Maintenance & Repairs

Equipment and Facility Maintenance Standards

American Golf's standard is to provide high-quality day-to-day maintenance and service standards to ensure the product continues to develop and exceed guest expectations**.** The standard is to maintain the facilities and equipment in a manner to provide the front of the house and back of the house experience expected of a quality public golf facility in Desert Lakes Golf Course's market segment.

American Golf utilizes Corrigo, a facilities and field service management software solution to facilitate strategic facilities management. It provides features including work order management, preventive maintenance scheduling, and asset management. This ensures our teams are on top of preventive maintenance schedules for course maintenance equipment, golf carts and clubhouse mechanical systems thereby reducing costs and expenses associated with premature repair and replacement of these critical items.

All course restrooms shall be maintained daily in order to provide clean and sanitary facilities for the users and the employees of the course. Soap, towels, toilet paper, etc. shall be provided in adequate quantity at all times. Portable facilities shall be maintained similarly. All toilets shall be maintained in a like new condition with appropriate fixtures. Slip free flooring shall be maintained. Touch-up painting will be completed annually.

All buildings and structures shall be maintained in good repair at all times. Surrounding areas shall be maintained free of weeds, brush, disorganized junk or broken- down equipment, trash piles, etc. Interior areas shall be clean and neatly organized, safe and sanitary for customers and employees. Painting, rodent and insect control, and landscaping shall be performed as necessary. "Housekeeping" duties shall be assigned to all maintenance crew members and shall be performed daily. Exterior areas shall be clean and maintained in good repair at all times.

Golf Course Maintenance

Consistent course conditions are critical to creating a quality experience at any golf facility. For that reason, American Golf is proposing to take on golf course maintenance responsibilities at Desert Lakes and to provide a team of specialists that can support the existing team to deliver the most consistent product for the City and its golfers. American Golf will provide the resources and mentoring for the Superintendent and staff while at the same time improve course systems and procedures that will produce the consistent quality results City of Alamogordo is looking to achieve.

The golf course is an excellent facility that deserves consistent manicured conditions and attention to detail to give each guest a great experience when playing the course. American Golf provides a personalized approach with professionals that are committed to producing conditions that exceed expectations for public/municipal golf courses. American Golf provides established maintenance programs, best practices, sound business decision-making, training and multiple unique services to support our partnership with the City of Alamogordo.

Management Structure and Training

We understand the level of maintenance and the attention to detail that is critical to the success in our current market. We also understand the response time needed to avoid turf challenges that exist on a daily basis. To obtain consistent success, systems and procedures are crucial and reduce the risk in the field. American Golf has decades of experience overseeing the maintenance of numerous golf courses throughout the country. We have the vision and passion to produce superior golf course conditions. American Golf offers a unique combination of expertise along with a proven track record of working in all facets of maintenance including agronomy, irrigation, equipment maintenance, business management, leadership skills, environmental practices and construction management.

Golf Courses will still have challenges, but American Golf is better prepared to meet these challenges through the following:

- An experienced team of professionals.
- A resource library that can be available at a moment's notice.
- Networking with the company's superintendents and industry agronomists.
- Detailed record-keeping and information systems implemented at the course level.
- Course visits that identify current program successes and promotes incremental improvement upon each visit to the properties.
- Develop preventative maintenance (PM) programs that provide fact based historical data and accountability.
- Turf Centric equipment management program to ensure proper warranty and preventative repairs
- Equipment replacement programs that meet course needs and financial business models.
- A thorough review and development of course maintenance plan and budget to maximize efficiency and raise course quality.
- Staffing requirements based on manpower studies and course particulars.
- Scheduling 101 - multi-tasking and process mapping to optimize staffing efficiency and output.
- A thorough review and planning with City of Alamogordo to achieve the desired capital improvement strategy for the property along with project oversight.

2.8 Electric Cart and Cart Barn Experience

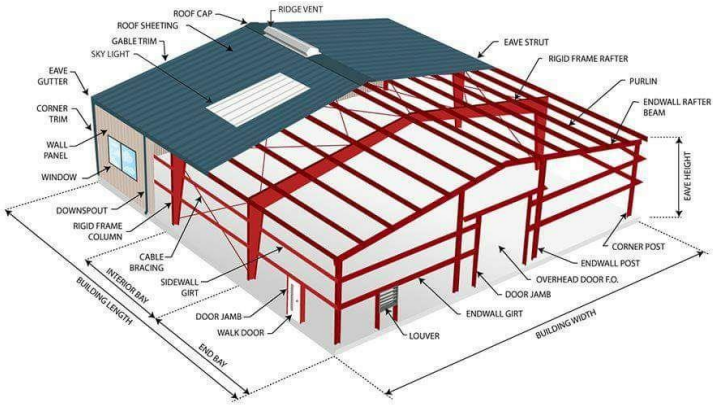
American Golf currently maintains a fleet of over 3,000 electric golf carts. The Ez-Go RXV Elite lithium battery-powered golf cart is American Golf's preferred golf cart and American Golf has a national account with Ez-Go that will benefit the City of Alamogordo with preferred pricing on carts and parts.

In addition to reduced Carbon Emissions, Electric Rental Cart Fleets reduce preventative maintenance requirements and operational costs (Example: elimination of annual oil and filter changes), reduced repair costs, and improve the player/community experience with reduced noise.

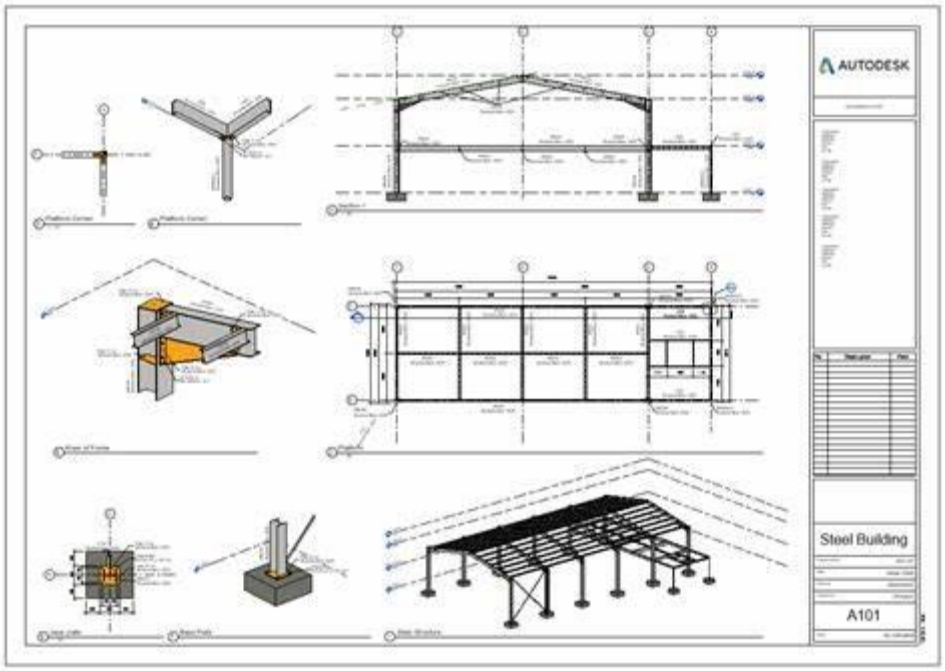
The conversion to an Electric Rental Cart Fleet requires an enclosed storage and charging facility. American Golf has a history of success with, and recommends, the use and installation of a prefabricated, engineer design stamped, steel building. Prefabricated steel buildings have a useful life expectancy of 50 to 100-years (Sustainable Construction) while providing the fastest to completion storage option.

Below are examples of prefabricated, steel building breakouts and elevations. The final building will be custom fit to the available location and engineered drawings will be provided for review/approval.

JMBS PRE-ENGINEERING BUILDING



Management Structure and Training



Financial Management

3.1 Purchasing Systems and Standards

Through its extensive network of vendor relationships American Golf has been able to obtain industry leading discount programs with most major vendors. As part of any management agreement with American Golf the City will benefit from these discounts. Below is a partial list of our vendors.

Additional Vendors

- EZ-Go Golf Carts
- Rain Bird
- Toro
- Syngenta
- GolfNow
- Simplot
- Entegra
- Harrell's

3.2 Financial and Operating Systems

Point of Sale

American Golf utilizes GOLF NOW 365 Electronic Tee Sheet and POS that offer the following benefits:

Reporting and Analysis – Improved reporting capabilities facilitate detailed analysis into demand patterns and allows for daily tee sheet- to-sales report reconciliation and cash handling audits by the General Manager. Revenue Managers and operators also use this information to develop and adjust core business strategies.

Improved Customer Service – This system's integration provides a seamless interface for computerized tee time reservations and assists us in providing exceptional customer service through automated confirmation emails, reminder emails and thank you emails. In addition, coupons can be automatically generated in our POS system and distributed by receipt to guests. The system also assists with pace of play tracking to reduce first tee delays.

Revenue Management

Smart revenue management will be a key strategy for American Golf at Desert Lakes Golf Course. City of Alamogordo will greatly benefit in terms of increased revenue generated by a partner who has the personnel, tools, and strategies to maximize the performance of the course. By utilizing our proprietary systems to maximize revenue and demand, we expect to achieve revenue growth consistent with the growth experienced by American Golf at other properties recently added to AGC's portfolio.

At AGC we utilize Revenue Managers to provide incremental support in maximizing golf-related revenue. These Revenue Managers work directly with our course managers to review tee sheets daily, monitor demand patterns and make pricing and marketing adjustments (in accordance with our agreements) to maximize yield and grow revenue (and therefore net income) at our properties. Revenue Managers also analyze each time slot to ensure as many golfers as possible can enjoy the game on any given day without compromising the golf experience.

As a result of American Golf's investment in electronic tee sheets, integrated POS and online and Internet technologies, promotional adjustments can be quickly executed to react to changing market conditions. These adjustments are communicated very quickly through all marketing sources including online channels, email marketing, print advertising, and bounce backs to ensure that the maximum inventory is available for sale at the right time and optimum price. To complement more traditional marketing channels, American Golf also utilizes cutting edge technological platforms such as **Pri Swing** to adjust pricing in real-time based on demand and the **Noteefy** tee time notification channel to notify customers in our database of last-minute tee time openings, all with the goal of maximizing utilization at our golf courses.

American Golf's commitment to maximizing social media channels and search engine optimization (SEO) will benefit Desert Lakes Golf Course's exposure and growth. Each Revenue Manager works with individual courses and website analysts at our home office to best optimize revenue through search engine and internet traffic management.

3.3 Accounting, Financial Controls, and Reporting

Accounting, Reporting and Oversight

Desert Lakes Golf Course's GolfNow 365 POS systems will be linked to American Golf's central accounting department where all financial data will be further audited, and reports developed for distribution. These reports allow for daily tee sheet and sales report reconciliation audits by the General Manger and periodic audits coordinated by our Regional Vice President. Any deficiencies can be quickly resolved before significant issues arise.

We are flexible and uniquely experienced in accommodating the special needs of our clients, including the high-level of accountability and customized reporting required by municipalities. Being part of a publicly traded company American Golf's accounting practices are some of the most stringent in the golf industry. We can provide detailed monthly financial statements to all our clients on a routine and timely basis. We expect routine audits and will maintain excellent internal controls over recording and reporting revenue properly, to comply with the requirements of our operating agreements.

Financial Management

Budgeting and Business Plans

American Golf's budgeting and business planning process is led by our Financial Planning and Accounting team (FPA). Our planning focuses on each individual courses position in the market based on its value and attractiveness compared to similar properties with similar offerings, conditioning and rate structure. We determine areas of improvement to improve each properties position in their market segment to be the leader in that segment. Pricing is determined annually based on market conditions, the competitive market and generally does not exceed changes in the local consumer price index (CPI). All our general managers are challenged to find opportunities for increased revenue and efficiency goals without compromising quality. The entire process is designed to operate and manage our facilities with an owners mentality and manage our clients dollars as they though they were our own.

Marketing Plans

4.1 Marketing Strategy and Promotion

Marketing and Promotion

Any marketing plan begins with good data and then using that data to learn more about our guests and potential guests. **But again, it is important to note that no marketing plan can substitute for quality and service.** Our Revenue Mangers will continuously work with our marketing team to make data driven decisions that will deliver the best results to our courses. Some of the key areas we will touch upon include:

- Overall management of all online portals (web site, email, POS) and collateral materials to make sure that the message is consistent and fits the expectations of the brand. Our marketing team also works with our individual facilities to develop high-quality, user-friendly internet websites and electronic collateral. The use of electronic collateral will allow the marketing team to reach more prospects faster and more efficiently than ever before.
- Begin an aggressive customer engagement program to learn about our guests by utilizing the programs discussed earlier in this response, allowing us to better identify key target audiences for future programming
- All sales people will be provided with ongoing sales training and placed on incentive plans to maximize sales performance and will be evaluated monthly to identify areas of improvement and/or provided with additional support in revising marketing efforts or developing new sales efforts.
- Develop an active customer retention program to make sure our members and guests stay engaged.
- Implement a program to reach out to American Golf's network of over 580,000 golfers and our industry leading tournament database.

Desert Lakes Golf Course's local team will receive support from American Golf's internal event sales and marketing departments, which will ensure that all print ads and sales collateral for the facility be professional and appropriate. American Golf has designers and the resources to produce flyers, posters, and all types of collateral quickly and efficiently. Tournament sales are further augmented by our dedicated event website www.golftournamentmanagement.com. This site allows Tournament Directors access to planning tools such as budget calculators and videos to help them run successful events.

To attract events through awareness marketing, our catering marketing plan includes prominently exhibiting the catering facility on websites, print ads as needed, and wedding magazines.

Our annual marketing efforts will target the following events:

- Birthdays
- Quinceañeras
- Rehearsal Dinners
- Anniversaries
- Civic Clubs
- Professional Organization Meetings
- Community and Special Events
- Other Social Functions

4.2 Expanding Access to New/Frontline Users

Our public golf courses offer instruction for students of all ages and levels who want to enhance their golf skills and strategy. These programs include weekly Players Club Clinics, PGA Junior League, hosting Southern California Golf Association (SCGA) Junior events and providing discounted range balls and green fees to SCGA Junior participants.

We envision similar player development and junior golf programs at Desert Lakes Golf Course as well as hosting local area school golf programs as we do at the vast majority of American Golf's courses.

In addition to the accessibility and instructional benefits of American Golf's **Players Club** Program, American Golf is dedicated to increasing access and interest in golf for all City residents and visitors, especially families, youth ages 13-17 and frontline communities. From our active involvement in First Tee and local youth and Park and Recreation Department Programs to major community renewal projects such as the Maggie Hathaway Renewal Project in South Los Angeles, American Golf design outreach and instructional programs and partnership to attract the entire community to the great game of golf.

4.3 Alignment with City Outcomes

As evidenced by our multiple long-term municipal relationships of over 30 years, American Golf takes pride in having a open and active relationship with our clients. We expect to attend regular meetings with Alamogordo Parks & Recreation to provide updates on golf course operations along with working with staff to resolve any issues and provide programming and capital improvement project planning for the residents of Alamogordo.

We have made every effort in this proposal to outline our proven strategies to achieve and align with the City's desired outcomes including:

- Increasing access to and interest in golf for all City residents and visitors including families, youth ages 13-17, and frontline communities. All of this most achieved through American Golf's Players Club Program and proven outreach as well as, equally as important, improving the day-to-day maintenance of the golf course which will make the facility more attractive to a wider audience and provide a better customer experience and value for users fee investment.
- Ensure strong systems and policies that support the sustainable financial health of the City's golf facilities, including financial performance management, data privacy and fiscal reporting. In addition to the systems and procedures outlined above, American Golf's proven expense management and expertise in providing quality golf course maintenance and customer service and proprietary programs to increase utilization of the facility, will eliminate City operating losses at Desert Lakes and eliminate the need for the City's General Fund to subsidize the golf course

operation. It is the expressed goal of this proposal to make Desert Lakes a net contributor of positive operating profits to the City's General Fund.

- Commit to excellence in customer service across all aspects of golf course operations. This is achieved through our extensive training and oversight as outlined above, as well as, the improve golf course playing conditions resulting from American Golf's professional golf course maintenance systems and management.
- Provide innovative programming opportunities, including"
    - New golf-related revenue opportunities including American Golf' Players Club Program
    - Appropriate non-golf activities including trivia nights, live music events, easter egg hunts
    - Collaboration with City of Alamogordo business units through our youth programs, American Golf Foundation and partnerships with local community groups
    - Practices that position the golf facilities as a "good neighbor" to surrounding residents and businesses including potentially adding electric golf carts to reduce noise and pollution as well as providing space for community meetings and collaboration on facility use and activities
- Establish a strong working partnership with Alamogordo Parks & Recreation to implement capital construction projects and facility improvements utilizing American Golf's proven capital project management expertise and sensitivity to user feedback and staff expertise.

Transition and Quality Assurance

5.1 Transition Plan

Transition

American Golf has transitioned numerous golf course facilities into its portfolio over the years. We have the experience and operations support team to provide seamless transition and on-barding services. We endeavor to interview existing candidates currently employed at Desert Lakes Golf Course who meet our criteria and integrate that team with the American Golf team to build on past successes and continue to improve the operational standard for quality and customer service.

5.2 Performance Management and Improvement

Electronic Trace Inquiry and Database Management System

As a standard operating procedure our catering team utilizes the Triple Seat database management system with customized templates to track all prospective and confirmed catering business. This system will allow the team to maintain a history with all prospects, plan sales calls, schedule and monitor next steps in the sales process, and review and prospect databases for future solicitation. This system will be installed on all catering computers and the sales staff will receive initial and on-going training on how to best utilize the system to drive catering revenues.

Yield Management and Booking Goal Standards

We also employ yield management programs to ensure that all catering facilities are maximizing their revenue potential. These programs take the annual revenue goal and based on the available prime dates creates a “minimum” expenditure for peak times. Our entire sales staff will be trained on how to sell minimums, maximize revenue, and achieve the highest possible yield from the available space.

Each facility will have a monthly booking goal that takes into consideration the yearly budget, what events are currently on the books, and expected attrition. Our sales staff will be required to track their booking progress on a PACE booking report that is reviewed monthly by our corporate support team to ensure those goals are being met.

Comprehensive Sales Training Programs

Event management will utilize best practices to ensure that all catering sales staff are properly equipped to achieve the qualitative and quantitative objectives of their facility. All sales staff will be trained in Professional Selling Skills (PSS), which provides salespeople with the tools to pre-qualify prospective business effectively and the skills to contract business above established minimums. Follow-up components reinforced in the training manual include sales standards, business planning, database management, and sales techniques.

Financial Proposal – Attachment Two

6.1 Clarity and Structure

American Golf proposes a Management Contract structure to include management of all operations at Desert Lake Golf Course including golf course maintnenance.

It is important that all interests of Desert Lakes Golf Course operations are aligned to achieve the City's Outcomes. This can only be achieved by one operator performing all function of the golf course. Arguably, golf course maintenance is the most important function of the golf operation as the golf course is the main product that attracts people to the facility. If conditions are not consistently maintained in a quality manner, all other functions of the operations will suffer.

Term: 4 year initial Term with one 4 year option Term

Base Management Fee: $100,000 annually paid in equal monthly installments

Incentive Management Fee: 20% of positive EBITDA

EBITDA Definition: EBITDA is defined as all Revenue less Cost of Good Sold less Payroll and other Operating expenses (excluding costs for golf carts and golf course maintenance equipment) less Base Management Fee

City retains all Free Cash Flow (after payment of the Incentive Management fee from EBITDA).

6.2 Alignment with City Interests

This structure best aligns with the City's interest because it provides the most advantageous method to delivery consistent, high-quality customer service across all points of interaction with golfers, visitors and the general public. And perhaps most importantly, is the only structure to achieve and maintain strong financial management systems that will sustain the financial health of the golf facility.

6.3 Risk Allocation and Transparency

While the City continues to maintain the risk of ownership of the facility and funds all expenses, American Golf's proven revenue growth strategies, competent and efficient expense management and golf course maintenance expertise, will all increase the EBITDA and Cash Flow from Desert Lakes Golf Course. We expect the golf course to achieve breakeven an profitability within the first 12 months of American Golf's operations.

Please find American Golf's proforma financials for Desert Lake Golf Course on the following page.

American Golf Corporation

Financial Proposal – Attachment Two

$ in 000's	Historicals Desert Lakes 2023 A	2024 A	2025 A	Projections Desert Lakes Year 1	Year 2	Year 3	Year 4	Year 5
Rounds Played	41k	39k	37k	41k	43k	45k	47k	48k
Green Fees, Cart Fees, Range Revenue	702	706	674	763	842	928	1,023	1,115
ID and Member Dues	-	-	-	-	-	-	-	-
Merchandise Sales	200	160	120	210	221	232	243	256
Tournament Revenue	18	18	18	19	20	21	22	24
Event Revenue	62	62	62	65	68	71	75	79
F&B Revenue	1,049	906	893	1,102	1,157	1,215	1,276	1,339
Other Revenue	330	302	243	255	268	281	295	310
Gross Revenue	**2,361**	**2,154**	**2,010**	**2,415**	**2,576**	**2,749**	**2,935**	**3,122**
Rev growth YoY				*20%*	*7%*	*7%*	*7%*	*6%*
Food & Beverage COGS				298	312	328	344	362
as % of F&B Revenue				*27%*	*27%*	*27%*	*27%*	*27%*
Merchandise COGS				137	143	151	158	166
as % of Merch Revenue				*65%*	*65%*	*65%*	*65%*	*65%*
COGS				**434**	**456**	**479**	**503**	**528**
Total Payroll				1,047	1,086	1,126	1,169	1,213
Total Payroll Cost				**1,047**	**1,086**	**1,126**	**1,169**	**1,213**
as % of Revenue				*43%*	*42%*	*41%*	*40%*	*39%*
General & Administrative				168	173	178	183	189
Facilities and Supplies				100	103	106	109	113
Repairs and Maintenance				215	222	228	235	242
Marketing				2	2	2	2	2
Utilities				147	151	156	160	165
Technology				16	17	18	19	20
Total Course Expenses				**648**	**667**	**688**	**709**	**730**
as % of Revenue				*27%*	*26%*	*25%*	*24%*	*23%*
EBITDAR				**286**	**367**	**456**	**555**	**652**
EBITDAR %				*12%*	*14%*	*17%*	*19%*	*21%*
Property Taxes				-	-	-	-	-
Insurance				93	97	102	107	113
Rent Expense				-	-	-	-	-
Non-Recurring Expenses				-	-	-	-	-
Management Fees				100	100	100	100	100
EBITDA				**94**	**169**	**254**	**348**	**439**
EBITDA %				*4%*	*7%*	*9%*	*12%*	*14%*
Incentive Fee				19	34	51	70	88
Free Cashflow				**75**	**136**	**203**	**278**	**351**
FCF Margin (operations)				*3%*	*5%*	*7%*	*9%*	*11%*

RFP 2026-001 Golf Course Operational and Management Services – Desert Lakes Golf Course

ACKNOWLEDGMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS
Proposal Based

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of acknowledged RFP.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the City's written responses to those questions in the form of an addenda.

COMPANY: American Golf Corporation

REPRESENTED BY: Paul Ballam

TITLE: Senior Vice President **PHONE NO.:** 703-772-3593

E-MAIL: pballam@americangolf.com **FAX NO.:**

ADDRESS: 700 Canal Street, 3rd Floor

CITY: Stamford **STATE:** CT **ZIP CODE:** 06902

SIGNATURE: **DATE:** 02/26/2026

This name and address will be used for all correspondence related to the Request for Proposals.

Company does/does not (circle one) intend to respond to this Request for Proposals.

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt
Chief Procurement Officer
Purchasing Department
2600 N Florida Ave
Alamogordo, New Mexico 88310
bpyeatt@ci.alamogordo.nm.us
Fax Number: (575) 439-4117

ATTACHMENT THREE

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable Public Official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Contract**" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"**Family Member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the Procurement Process**" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective Contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract."**Representative**

of a Prospective Contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

_____ _____
Signature Date

_____
Title

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

American Golf Corporation

_____ 02/26/2026
Signature Date

Paul Ballam, Senior Vice President

ATTACHMENT FOUR

NON-COLLUSION AFFIDAVIT

STATE OF Florida)
County OF Lee)
Paul Ballam (name) being first duly sworn, deposes and says that he/she is(title) Senior Vice President of (organization) American Golf Corporation who submits herewith to the City of Alamogordo, proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Alamogordo, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said bidder;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal

2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;

3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;

4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that City of Alamogordo, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____
Title: Senior Vice President

SUBSCRIBED and sworn to before me this 26th day of Feb, 2026.
Notary Public: Traci J Quade
My Commission Expires: 05/08/2029
(Print Name and Title): Traci J Quade NOTARY

Notary Public State of Florida
Traci J Quade
My Commission HH 666699
Expires 5/8/2029

ATTACHMENT FIVE

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

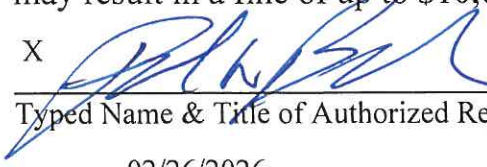
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local department or agency;

2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

X  Paul Ballam, Senior Vice President

Typed Name & Title of Authorized Representative Signature of Authorized Representative

Date: 02/26/2026

ATTACHMENT SIX **NOT APPLICABLE**

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

KemperSports

MANAGEMENT PROPOSAL

Golf Course Operations and Management Service for Desert Lakes Golf Course

RFP No. 2026-001

City of Alamogordo, NM
February 27, 2026

KemperSports Management

Northbrook, IL

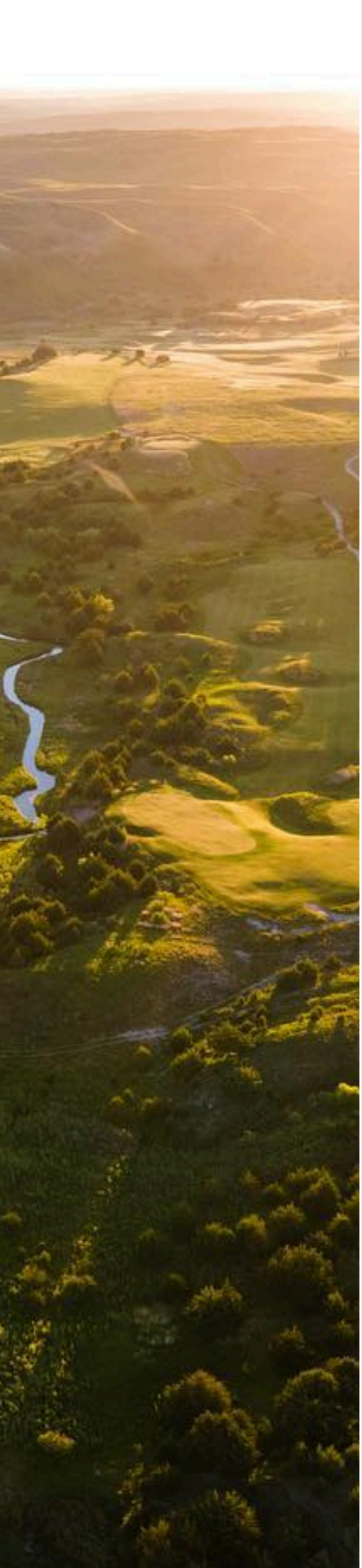


Table of Contents

Letter of Transmittal	3
Tab 1 - Qualifications & Experience	4
Tab 2- Management Structure & Training	15
Tab 3 - Financial Management	24
Tab 4 - Marketing Plans	27
Tab 5 - Transition & Quality Assurance	33
Tab 6 - Financial Proposal & Forms	36

KemperSports

City of Alamogordo
Purchasing Department
2600 N. Florida Ave.
Alamogordo, NM 88310

KemperSports Management
500 Skokie Blvd. #444
Northbrook, IL 60062

Re: RFP No. 2026-001
Golf Course Operations and Management Services - Desert Lakes Golf Course

Dear Evaluation Committee,

KemperSports Management is pleased to submit this proposal in response to the City of Alamogordo's Request for Proposals for Golf Course Operations and Management Services at Desert Lakes Golf Course.

Founded in 1978, KemperSports is a nationally recognized golf and hospitality management company with more than four decades of experience operating municipal, public, and private facilities throughout the United States. Today, KemperSports manages over 200 golf properties nationwide, including more than 60 publicly owned facilities, providing comprehensive operational, agronomic, and advisory services to cities, counties, and public agencies.

KemperSports respectfully submits this proposal as an integrated management model encompassing both daily golf operations and golf course maintenance. While the RFP scope focuses on operational services, our experience managing municipal golf facilities nationwide has consistently demonstrated that course conditioning, customer experience, and financial performance are inseparable. Unified operational and agronomic leadership ensures accountability, protects the City's asset, and delivers a consistent golf product for residents and guests. For this reason, KemperSports proposes a comprehensive approach that aligns all aspects of the facility under a single professional management structure.

Our philosophy emphasizes consistent playing conditions, strong customer service, financial transparency, and long-term stewardship of public assets. At Desert Lakes Golf Course, KemperSports would focus on operational efficiency, thoughtful programming, and increased utilization rather than fee escalation, while maintaining affordability and accessibility for the Alamogordo community. Supported by regional and corporate resources, our on-site team would work collaboratively with City staff to establish performance benchmarks, reporting protocols, and shared objectives.

KemperSports hereby acknowledges receipt of RFP Addendum #1 and Addendum #2.

We appreciate the opportunity to present our qualifications and approach and look forward to the possibility of partnering with the City of Alamogordo to provide professional, transparent, and community-focused management of Desert Lakes Golf Course.

Sincerely,

Alex Goodman

Alex Goodman
Senior Vice President

Tab 1

Qualifications & Experience

"Our business has been built on providing outstanding service to our clients, customers and staff, one property at a time. That is our passion, we deliver creative, innovative solutions that deliver real results."

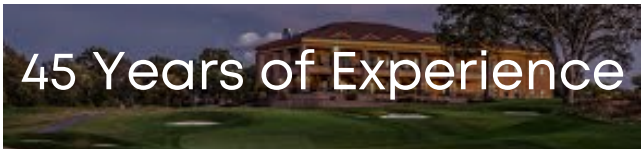
Steve Skinner
CEO, KemperSports

Company Background

KemperSports has provided full-service management, ownership, and consulting services since 1978, representing more than four decades of continuous experience in professional golf and hospitality operations. Our team brings proven expertise in every aspect of daily-fee, municipal, and private club management, combining a member-centric approach with innovative marketing strategies, proprietary technology, and disciplined financial practices. Supported by preferred vendor partnerships and best practices, we deliver efficient, results-driven operations that enhance guest satisfaction, strengthen community engagement, and optimize both performance and profitability.

So, what will drive success at Desert Lakes Golf Course? **It starts with who we are, then what makes us different.**

Who We Are:



What Makes us Different:

We champion our client's brand. Our clients and their brands are the stars. We enhance our client's efforts by leveraging our depth of expertise for their gain. We customize solutions and execute proven tactics to maximize results.

We take it one relationship at a time. Our company was built on family values. We have and always will act and conduct business with integrity while holding our relationships sacred. We treat our business, our teams, our clients and our customers like family. We focus on building one relationship at a time to grow and positively impact our communities.

We do things differently, because we can. We are an independent family company with the agility and willingness to follow our instincts that put us above the rest in delivering for our clients. It's our competitive entrepreneurial spirit that fuels us.

Our size is our strength. We offer a boutique, personalized service from single-course properties to expansive multi- experience operations. We have the exceptional talent and operational efficiencies of a large company with the attentive client and customer service of a small one.

We deliver results. Period. We have over 45 years experience powering our clients into profitable businesses and driving revenue growth. Our model allows us to make long-term business decisions and our core company value of financial discipline grounds us.

Our Mission & Values

To be the best club, golf, sports and hospitality management company, delivering outstanding customer experiences, operational excellence, and innovative client solutions in a socially and ecologically responsible manner.

Kemper Sports Management, LLC (KemperSports) is a privately held property and experience management company headquartered in Northbrook, Illinois, with regional offices across the United States including one in Mansfield, TX. We specialize in the management and marketing of golf courses, clubs, sports and event facilities, and destination resorts. Our portfolio includes hundreds of award-winning golf facilities, private clubs, municipal courses, and tournament venues, including more Top 100 courses recognized by leading golf publications than any other management company.

Our privately owned model allows us to make long-term business decisions that align with client goals, while our core company value of financial discipline ensures lasting success.

Our Values: **Service | Loyalty | Relationships | Integrity | Financial Discipline | Creativity**

Portfolio

KemperSports owns, leases, and manages more than 200 golf and hospitality facilities across the United States, including some of the most recognized resorts, public courses, and private clubs in the industry. Our diverse portfolio demonstrates success in every type of market and property setting, from destination resorts to daily-fee and collegiate environments.

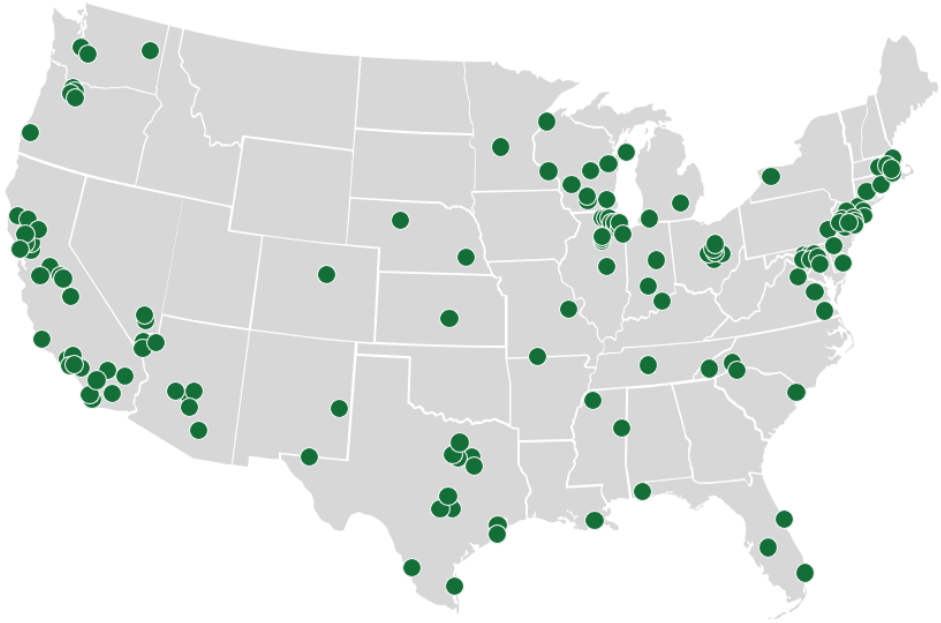
Our long-standing partnerships are built on a consistent ability to elevate the image and performance of each facility we manage. We achieve this by focusing on exceptional guest experiences, community engagement, operational excellence, and financial discipline. Through this approach, we have helped properties grow participation, strengthen brand identity, and create meaningful connections with their surrounding communities.

National Scope,
Local Focus

38 STATES

200+ FACILITIES

45+ YEARS



Experience

Operating as a Management Company

KemperSports currently operates 100+ golf courses under a third-party management agreement including properties in and around New Mexico such as Colonial Park Golf Course, Painted Dunes Golf Course, Forest Creek Golf Club, and Iron Horse Golf Course.

Managing Top-Tier Golf Courses

KemperSports manages more Top 100 courses than any other management company including 2015 US Open Host Chambers Bay, Streamsong Resort, Bandon Dunes, Sand Valley, Desert Willow, and many more.

Managing Public-Sector Properties

KemperSports manages 68 golf courses for 60 public-sector clients with an average client tenure of 13+ years. These clients include cities, counties, state port authorities, universities, and park districts.

Learning and Instruction Programs

KemperSports is committed to growing the game through youth development and instructional programming. Nearly every KemperSports-managed facility offers youth programs, clinics, and development initiatives that encourage participation and long-term engagement with the game at the community level.

Recreation and Event Facility Management

Our portfolio extends beyong golf. We manage over 50 pools, 250 tennis and pickleball courts, 100 event venues, and 10 hotels. Through our dedicated division, KemperSports Venues, we also manage more than 25 municipal sports parks and complexes across the country.

Resources to Assist Desert Lakes Golf Course

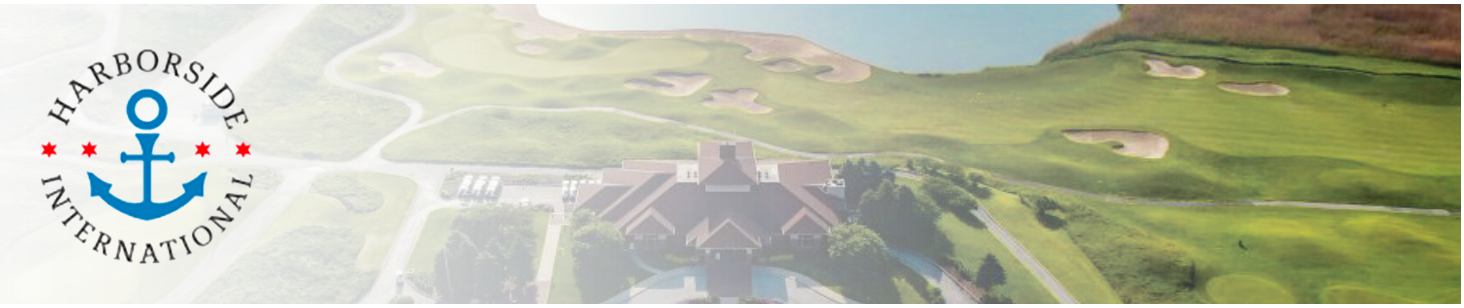
Desert Lakes Golf Course will have direct access to KemperSports' corporate resources, national procurement programs, marketing systems, agronomy expertise, and regional support network. Nearby KemperSports properties will act as operational partners, providing immediate peer support when needed for no extra cost.

Premier Daily Fee Experience

Chambers Bay Golf Course | University Place, WA

- KemperSports partners with Pierce County to bring a championship operation to Chambers Bay in the Pacific Northwest
- Managed by KemperSports since 2006
- Partnership began with KemperSports serving as an advisor for the planning, construction, grow-in, and marketing of the championship venue
- Upon completion of the golf course construction process, KemperSports has managed the property operations since opening
- A major piece of KemperSports' role has included tournament solicitation, assisting in bringing numerous USGA events to Chambers Bay including the 2015 US Open
- In order to keep attracting high profile events, a complete green renovation was planned and executed by the KemperSports team in 2019

Harborside International Golf Center | Chicago, IL



- KemperSports partners with the Illinois International Port District to bring an award-winning 36-hole golf offering to the Chicagoland area
- KemperSports has operated this property since 2013
- Our team at Harborside has assisted in fulfilling the Port District's mission of revenue growth, profitable golf operations, and best-in-class customer service.
- KemperSports is responsible for comprehensive management of all property operations, including golf, practice facility, course and grounds, and food and beverage
- Since taking over operations in 2013, Harborside has experienced a growth in rounds of over 15% and revenue growth of 60%
- The team at Harborside assisted The First Tee – Greater Chicago with expanding its footprint on the Southside of the City by adding classroom and office space for The First Tee staff, in addition to providing access to its 57-acre practice facility

Additional Daily Fee Experience

Union County Golf Courses | Union County, NJ

- KemperSports partners with Union County to operate three different golf properties, multiple food & beverage operations, and an ice rink facility
- Managed by KemperSports since 2009
- Improved brand recognition through improved marketing, logo development, merchandising, and social media presence
- Managed the design and construction of a 35k square foot clubhouse and 4k square foot performance center
- Scope of services included construction administration, building design, permitting, bidding & negotiation, budget schedule control, etc.

City of Portland Golf Courses | Portland, OR

- KemperSports partners with the City of Portland and the Portland Park & Recreation Department to manage four golf properties
- Heron Lakes Golf Club has been managed by KemperSports since 2008
- The City of Portland have entrusted KemperSports with the operation of three additional properties since then beginning with Colwood Golf Center in 2016 and then Eastmoreland Golf Course and Rose City Golf Club in 2022
- Operations at these facilities include high volume business at golf courses, numerous food & beverage outlets, range and practice facilities, and banquet & event space
- The operations team has focused on player development across all our properties in Portland through the use of programming, events, and technology
- This has lead to Colwood Golf Center being the recipient of the 2022 NGCOA Player Development award

Development & Renovation Experience

Tepetonka | New London, MN

- KemperSports partnered with Tepetonka Club in early 2024 to consult on the development of the club, leading to management once operational
- This unique club is being created to reflect the pure joy of golf and camaraderie in a magnificently natural setting
- A Geoff Ogilvy design, the club will be Minnesota's entry into the private, destination golf arena
- The property has three distinct types of land: a 120-acre glacial dunes area reminiscent of the Sand Hills of Nebraska, another 40 acres of Minnesota wetlands, and then the meandering Shakopee Creek area marked by cedar trees and high elevation

The Evans at Canal Shores | Evanston, IL

- Partnership with the Evanston Wilmette Golf Course Association to manage the golf course operations of Canal Shores, and more recently the redesign of the golf course
- Starting in 2023, Canal Shores has embarked on an $6M golf course redesign project that will re-imagine the 104-year-old course
- The project is focused on redesigning the golf course to make it more playable and entertaining
- Upon completion in late 2024, this property will become a home for youth golfers with programs such as the First Tee and Evans Scholars.

Cantigny Golf | Wheaton, IL

- A three-year major renovation project, redeveloping each nine-hole in succeeding years
- Overseeing this $15M redevelopment project and work hand in hand with Todd Quitno, lead architect over the renovation
- This project consists of:
  - Rebuilding and re-grassing all greens complexes and tee boxes
  - Redesigning and renovating bunkers and certain fairways to improve playability
  - Replacing irrigation systems for increased sustainability and water conservation

References

Below are a few references available for you to contact.

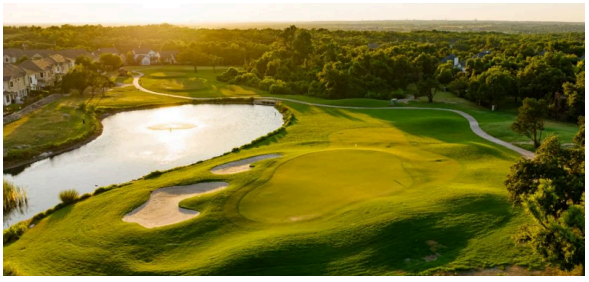
Chambers Bay Golf Course
Name of Firm: Pierce County Parks
Type of Service: Golf Course Management & Development
Contact Person: Roxanne Miles
Contact Person Title: Director of Parks and Recreation
Number: (253) 798-4007
City, State: Tacoma, WA Client Since: 2006

Galloping Hill Golf Course
Name of Firm: County of Union
Type of Service: Golf Course and F&B Mgmt (3 Courses)
Contact Person: Victoria Durbin Drak
Contact Person Title: Parks and Recreation Director
Number: (908) 421-9567
City, State: Kenilworth, NJ Client Since: 2009

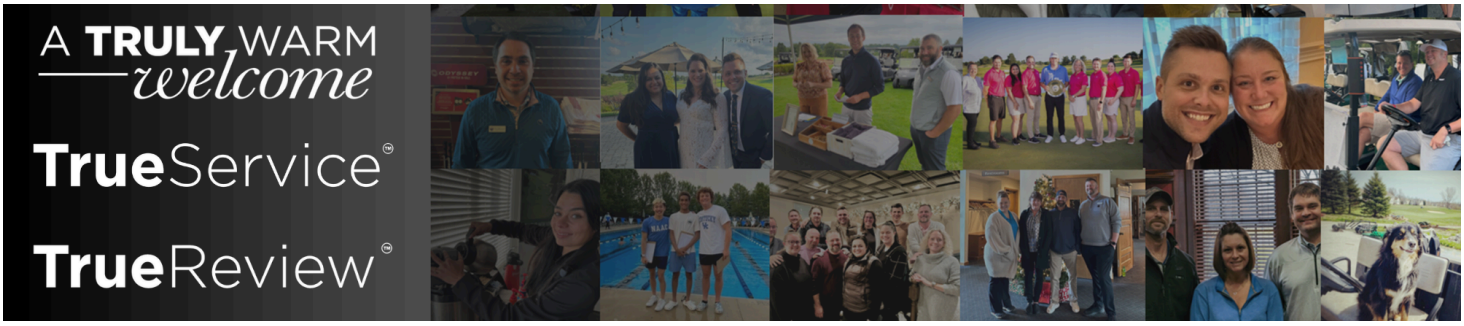
Heron Lakes Golf Course
Name of Firm: City of Portland
Type of Service: Golf Course Management (4 Courses)
Contact Person: John Ball
Contact Person Title: Director of Golf
Email: john.ball@portlandoregon.gov
City, State: Portland, OR Client Since: 2016

The Wilderness at Lake Jackson
Name of Firm: City of Lake Jackson
Type of Service: Golf Course Management
Contact Person: Robin Hyden
Contact Person Title: Parks and Recreation Director
Email: r.hyden@lakejackson.gov
City, State: Lake Jackson, TX Client Since: 2002

Forest Lake Golf Club
Name of Firm: City of Round Rock
Type of Service: Golf Course Management
Contact Person: Chad McKenzie
Contact Person Title: Dir of Sports Management & Tourism
Number: (512) 218-5488
Email: cmckenzie@roundrocktexas.gov
City, State: Round Rock, TX Client Since: 2017



Proprietary Programs



It's all about the Customer Experience

TrueService®

KemperSports is the recognized leader in providing great costumer service because of our progressive approach to ensuring every guest feels appreciated each time they interact with a staff member. **TRUE SERVICE™ means consistently doing the little things and going the extra mile to assure customer/resident satisfaction.**

Our True Service program is designed to improve and enhance each staffer's communication skills with guests and fellow staff members. The program is administered by our operations group and involves ongoing education.

The TRUE SERVICE™ strategy is a commitment to achieving personal relationships with our guests to take the facility to the highest level of operating professionalism and financial success.

The primary purpose of True Service is to create an atmosphere in which each staff member is encouraged to do something above and beyond "normal" service for guests and coworkers. The objective of the program is to accomplish growing the following goals:

- *Create a Welcoming Environment*
- *Ensure Mutual Respect Among Guests & Staff*
- *Improve Customer Satisfaction*
- *Encourage Resident Participation*
- *Focus on Customer Communications*
- *Ensure Consistency in Staff Execution*
- *Promote Guest Word-of-Mouth Marketing*
- *Prioritize Staff Retention*

TrueReview®

TrueReview is our proprietary survey tool that utilizes surveys to help our clients solicit feedback and establish Net Promoter Scores, a leading customer service benchmarking tool in the hospitality industry. Property leadership teams use this real-time data to improve service and the overall experience, quickly respond to customer feedback, and grow loyalty.

- *Customized Research and Response tracking to grow your business*
- *Internal Portfolio Benchmarking–comparisons with similar properties in your region*

Outcomes Narrative

KemperSports' approach to managing Desert Lakes Golf Course is built on an integrated management model that combines daily golf operations with full responsibility for course maintenance. Our experience managing municipal facilities nationwide has consistently demonstrated that course conditions, customer experience, and financial performance are inseparable. Unified operational and agronomic leadership provides clear accountability, supports consistent playing conditions, improves resource efficiency, and protects the City's long-term investment.

Increasing Access and Interest in Golf

KemperSports will position Desert Lakes Golf Course as an inclusive community amenity that welcomes families, youth, first-time golfers, and experienced players alike. Programming will focus on accessibility through youth clinics for ages 13 to 17, beginner instruction, family-friendly tee time opportunities, leagues, and short-format golf experiences designed to reduce barriers to participation.

Outreach efforts will be coordinated with City programs and local organizations to engage frontline communities and expand participation. Marketing and communication strategies will emphasize affordability, approachability, and the unique character of Desert Lakes Golf Course while improving digital visibility and community awareness. Participation trends, utilization rates, and repeat visitation will be tracked to measure success and guide ongoing adjustments.

Sustainable Financial Health and Operational Transparency

KemperSports provides disciplined financial management supported by centralized accounting systems, standardized internal controls, and consistent reporting. The City will receive monthly profit and loss statements, operational summaries, and key performance indicators to support transparency and informed decision-making.

Our financial strategy prioritizes increased utilization, thoughtful staffing models, and expense management rather than reliance on fee increases. Data privacy is managed through secure systems aligned with industry standards, and fiscal practices follow established municipal best practices. By aligning operational performance with course conditions under a single management structure, KemperSports creates a direct connection between quality of experience and financial outcomes, supporting long-term sustainability while maintaining affordability for Alamogordo residents.

Excellence in Customer Service

Delivering consistent, professional service across every guest interaction is central to KemperSports' operating philosophy. Staff training emphasizes hospitality, responsiveness, and accountability across golf operations, clubhouse services, and food and beverage.

Guest feedback will be actively monitored through surveys and direct input, allowing management to identify opportunities for improvement and respond proactively. Service standards will be reinforced through ongoing training and performance oversight to ensure Desert Lakes Golf Course operates as a welcoming, well-managed public facility.

Outcomes Narrative (Continued)

Innovative Programming and Community Integration

KemperSports will introduce golf-related revenue opportunities including tournaments, leagues, instructional programs, and special events designed to increase participation and strengthen engagement. Appropriate non-golf activities such as post-sunset programming, trivia nights, and casual social events will be evaluated to activate the facility during off-peak hours while remaining respectful of neighboring residents.

Collaboration with City of Alamogordo business units will be a priority. KemperSports will work with Parks and Recreation, the Senior Center, Recreation Center, and youth programs to develop coordinated offerings that expand access and strengthen community connections. Operational practices will emphasize being a good neighbor through thoughtful scheduling, well-maintained facilities, clear communication, and proactive response to community concerns.

Partnership on Capital Improvements and Facility Enhancements

KemperSports views capital planning as a collaborative process informed by user feedback, staff expertise, and operational data. Working closely with Alamogordo Parks and Recreation, KemperSports will assist in identifying improvement priorities, evaluating project scope, and supporting implementation of capital construction and facility upgrades.

Our team brings experience managing renovations, infrastructure improvements, and facility enhancements at municipal golf courses nationwide. Through integrated operational and maintenance oversight, KemperSports is well positioned to identify emerging needs early, provide practical recommendations, and support strategic reinvestment that aligns with user expectations and long-term asset stewardship.

Tab 2

Management Structure & Training

"It can be a challenge to operate a municipal course, under public procurement and other governance restrictions, while successfully competing with private courses. KemperSports has been open, flexible, and congenial to work with throughout their tenure. KemperSports has served us well as a full-service golf course management company that brings expertise in course management, pro-shop customer service, merchandising, and food & beverage. I highly recommend KemperSports management."

Roxanne Miles
Director of Pierce County Parks & Chambers Bay

Management Support

Consisting of some of the industry's top professionals, below are the KemperSports personnel that will be tasked with overseeing Desert Lakes Golf Course from a KemperSports corporate perspective. These team members will take accountability for their respective departments and work closely with our liaison to the City, the Senior Vice President of Operations, to enhance and implement the goals agreed upon in our relationship. The onsite staff will also be supported by additional regional operations executives as well as dozens more professionals at the corporate office and at regional properties near your clubs.

Brian Melody
Sr Vice President Operations

Chef Michael Ford
National Culinary Director

Julio Munoz
Senior Regional Controller

Ani Carrillo
Regional Director of Marketing

Dave Groelle
National Agronomist

Steve Skinner
Chief Executive Officer

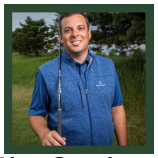
Mark Luthman
Executive VP, Operations

Shawn Richter
VP of Accounting

Laura Beth Wolfe
Director of H.R.

Jeremy Goldblatt
Chief Operating Officer

Jeff Osborn
VP of Strategic Partnerships



Alex Goodman
SVP of Business Development

Steve Kelley
EVP, General Counsel

Staffing Plan

KemperSports proposes a staffing model for Desert Lakes Golf Course that emphasizes experienced on-site leadership, operational efficiency, and consistent service and course conditions. The operation will be led by a full-time General Manager responsible for overall facility performance, including golf operations, food and beverage, and course maintenance, supported by KemperSports' regional operations, agronomy, finance, and marketing teams.

KemperSports anticipates maintaining approximately five to seven full-time equivalent management and supervisory positions, including the General Manager, Head Golf Professional, Golf Course Superintendent, Assistant Superintendent, Food and Beverage Manager, and Equipment Mechanic. These roles provide stable leadership and clear accountability across all departments.

Hourly staffing will be aligned with tee sheet demand, food and beverage activity, and seasonal operating patterns, with adjustments made during peak periods to maintain service standards while controlling labor costs.

KemperSports prioritizes employee retention and professional development and intends, where appropriate, to retain existing staff at transition and provide retraining based on operational needs and feedback from the City. Through standardized onboarding and ongoing training, KemperSports will foster continuity for guests and staff while maintaining flexibility to adapt to City objectives and evolving operational requirements.

Scope of Services

KemperSports continually refines its 45-year implementation of "best in class" management practices to not only keep pace with, but anticipate, industry changes. The following sections explain our approach in main verticals of golf course management along with our focus on our departmental expertise and proprietary programs.

Six Verticals of Management

OPERATIONS

Inside and outside services including reservations, merchandise, and logistics

MAINTENANCE

Course conditions and environmental conservation and sensitivity

FOOD & BEVERAGE

Restaurant, snack shop, a la carte, outing & events, and on-course services

SALES & MARKETING

Market analysis, social media, targeted campaigns, content creation and revenue mgmt.

HUMAN RESOURCES

Transition, onboarding, benefits, payroll and other services

ACCOUNTING

Bookkeeping, reports, compliance, receivables and audits

Departmental Expertise

KemperSports leverages its scale and departmental expertise to provide each partner with guidance and support in all areas of the operation. Subject matter experts curated decades worth of experience into a comprehensive policies and procures guide which informs and prepares department heads. These experts are available to consult with the onsite team to deliver the best possible results

Proprietary Programs

We have built proprietary programs to navigate some of the many challenges courses face today. TrueService is our customer service program, focusing on top-quality customer interactions. TrueReview is a program that allows us to obtain feedback and learn how we get better. And TrueDemand is our revenue management tool focused on driving revenue through data analytics.

Operating Strategy

We achieve success in golf course operations by providing customized services in a transparent manner making our clients goals and objectives our number one priority.

KemperSports is committed to delivering a high-quality, accessible golf experience at Desert Lakes Golf Course through professional operations, consistent course conditions, and responsible financial management. Our integrated management approach aligns daily golf operations, food and beverage, and course maintenance under a single leadership structure to ensure accountability, efficiency, and a consistently positive guest experience.

The City of Alamogordo will benefit from a transparent, hands-on management model with on-site leadership supported by KemperSports' regional and corporate teams. This "boots on the ground" approach ensures responsiveness, operational consistency, and alignment with City objectives. KemperSports' fee-for-service structure provides clear visibility into management fees and reimbursable costs, creating a straightforward, owner-focused partnership.

Key Focus Areas

- Experienced on-site leadership overseeing golf operations, food and beverage, and course maintenance, supported by regional professionals
- Strategic sales and marketing initiatives designed to grow participation and retain existing golfers
- Strong emphasis on consistent playing conditions and high-quality customer service
- Professional human resources support focused on staff training, retention, and workplace efficiency
- Centralized accounting and financial oversight delivering accurate, timely reporting and fiscal transparency

Agronomy Practices

Course upkeep and maintenance is a driving factor of creating and maintaining loyal members, happy golfers and guests.

Our facilities pride themselves on providing premier course conditions by utilizing precise operating standards and environmentally friendly practices. We are proud to have several properties certified Audubon Cooperative Sanctuaries. We can help you establish quality benchmarks and risk mitigation strategies to ensure your course's conditions keep players coming back round after round.

Green to a Tee
Our proprietary, multi-level certification program focuses on environmentally-friendly practices in habitat management, water and fuel conservation, energy usage and recycling. Not only does Green to a Tee demonstrate our dedication to the environment, it also helps save money and positively impact the property and beyond.

Green vendor utilization includes the purchase of products which are rated ENERGY 4 STAR, and the use of products and services that have the Green Seal Mark of Environmental Responsibility.

Waste management & recycling programs are implemented to limit the use of material resources and improve recycling practices and efficiencies.

- Paperless meetings, communications, and customer transactions
- Recycling of batteries, light bulbs, ink cartridges, and computer equipment
- Prominently placed recycling stations to encourage customer recycling on property

Golf course maintenance practices are evaluated and improved to support and promote biodiversity, reduce chemicals, and improve turf health.

- Environmentally friendly pest management
- Habitat management
- Use of organic fertilizers
- Attention to chemical storage and usage
- Naturalizing areas of the golf courses that don't come into play (i.e. no-mow areas)

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/18/2026 **Report No:** 8.

Submitted By: Dave Nunnelley

Subject: Consider, and act upon, appointing three board members to the Otero County Solid Waste Authority (OCSWA) Board. *(David Nunnelley, Utilities Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint the mayor and two other commissioners to the OCSWA board

---

Background: Per the bylaws of the Otero County Solid Waste Authority, the City of Alamogordo is afforded five spots on the eleven-person board. Historically, those spots have been held by the City Manager, the director overseeing the landfill operations, the mayor and two commissioners. Most recently, commissioners McDonald and Rardin served as board members, along with Mayor Payne.

OCSWA holds one to two meetings per year where they decide on items like the annual budget, financial reserves and capital plans. The Greentree Solid Waste Authority represents the Lincoln County interests and also meets to vote on similar items.

The commission needs to appoint three members to the OCSWA board

AGENDA REPORT

CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 3/24/2026 **Report Date:** 03/16/2026 **Report No:** 9.

Submitted By: Beau Dylan Aleshire

Subject: Appointments to Boards and Committees. *(Sharon McDonald, Mayor)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Staff recommends one appointment to the Airport Advisory Board, and one appointment to the Parks and Recreation Board.

Background:

Airport Advisory Board

- Two upcoming vacancies for applicants who live in either the County or City limits due to the expiring terms of Erich Wuersching on May 28, 2026, and Manuel Gonzales Jr. on May 28, 2026. A new application by Manuel Gonzales Jr. was received. Mr. Gonzales Jr. currently serves as the Chair of the Airport Advisory Board. If reappointed, this would be his 7th term on the board.

Airport Zoning Board

- One current vacancy for an applicant who lives within the City limits.

Parks and Recreation Board

- One upcoming vacancy due to the expiring term of Lori Armstrong on May 28, 2026. A new application by Mrs. Armstrong was received. Mrs. Armstrong currently serves as the Chair of the Board. If reappointed, this will be her 4th term on the Parks and Recreation Board.

Alamogordo Public Library Board

- One current vacancy for a County-appointed representative.

Senior Volunteer Programs Advisory Council

- Five current vacancies for applicants who live within the City limits.

Print

RECEIVED
MAR 04 2026
CITY CLERK

Application to Serve on a Board/Committee - Submission #9231

Date Submitted: 3/4/2026

City of ALAMOGORDO

City of Alamogordo Application to Serve on a City Board/Committee

First Name:*

Lorelei

Last Name:*

Armstrong

Phone Number:*

5754791028

Email Address:*

armstronglorelei@yahoo.com

Physical Address:*

3001 Sunland Drive

City:*

Alamogordo

State:*

nm

Zip Code:*

88310

Is the above address within City Limits?*

- (●) Yes
- ( ) No

Mailing Address:*

3001 Sunland Drive

City:*

Alamogordo

State:*

nm

Zip Code:*

88310

Present Employer:*

Alamogordo Public Schools

Job Title:

teacher

Board/Committee you would like to serve on:*

Parks & Recreation Board

You can only serve on one Board/Committee at a time. If you want to apply for multiple Boards/Committees, you can by submitting multiple forms. If submitting multiple forms, be sure to let us know which Board/Committee you would prefer.

Are you related to anyone who is presently employed by the City of Alamogordo?*

- ○ Yes
- ◉ No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

- ○ Yes
- ◉ No

Is so, what is their relation to you?

Experience and education relating to the Board/Committee:*

i am currently the Chair of the Parks and Rec Board, and have served on the board for 3 terms (?)

Please indicate your interest in serving on a City Board/Committee:*

I would like to continue my service on the Parks and Rec Board. I bring institutional memory to the board,

Print

RECEIVED
MAR 05 2026
CITY CLERK

Application to Serve on a Board/Committee - Submission #9232

Date Submitted: 3/5/2026

City of ALAMOGORDO

City of Alamogordo Application to Serve on a City Board/Committee

First Name:*

Manuel

Last Name:*

Gonzales, Jr.

Phone Number:*

575-430-7219

Email Address:*

mgonzalesjr@gmail.com

Physical Address:*

5 Briarwood Court

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Is the above address within City Limits?*

- ( ) Yes
- (•) No

Mailing Address:*

5 Briarwood Court

City:*

Alamogordo

State:*

NM

Zip Code:*

88310

Present Employer:*

Retired

Job Title:

Retired

Board/Committee you would like to serve on:*

Airport Advisory Board

You can only serve on one Board/Committee at a time. If you want to apply for multiple Boards/Committees, you can by submitting multiple forms. If submitting multiple forms, be sure to let us know which Board/Committee you would prefer.

Are you related to anyone who is presently employed by the City of Alamogordo?*

- Yes
- (•) No

If so, what is their relation to you?

Are you related to an Elected Official of the City of Alamogordo?*

- Yes
- (•) No

Is so, what is their relation to you?

Experience and education relating to the Board/Committee:*

I have served on the Airport Advisory Board since July of 2014. I am presently serving as the Board Chairman. I offer a broad range of experience in business, management and public service to this Board. I have achieved a Private Pilot's License (Single Engine-Land and a Glider rating).

Please indicate your interest in serving on a City Board/Committee:*

I know that our airport has significant potential for economic opportunity and growth. I reside very nearby our airport, and enjoy that close connection to General Aviation every day.