

**CITY of ALBUQUERQUE
TWENTY SIXTH COUNCIL**

COUNCIL BILL NO. O-25-71 ENACTMENT NO. _____

SPONSORED BY: Joaquín Baca, by request

1 ORDINANCE
2 AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALBUQUERQUE,
3 NEW MEXICO TAXABLE INDUSTRIAL REVENUE BOND (UNITED ATHLETIC
4 CLUB PROJECT), SERIES 2025 IN THE MAXIMUM PRINCIPAL AMOUNT OF
5 \$30,000,000 TO PROVIDE FUNDS TO ACQUIRE, CONSTRUCT, IMPROVE AND
6 EQUIP A MULTI-USE ENTERTAINMENT VENUE/STADIUM FOR SOCCER,
7 OTHER SPORTS AND NON-SPORTING EVENTS; AUTHORIZING THE
8 EXECUTION AND DELIVERY OF AN INDENTURE, LEASE AGREEMENT, BOND
9 PURCHASE AGREEMENT, BOND, AND OTHER DOCUMENTS IN CONNECTION
10 WITH THE ISSUANCE OF THE BOND AND THE PROJECT; MAKING CERTAIN
11 DETERMINATIONS AND FINDINGS RELATING TO THE BOND AND THE
12 PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND
13 REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

14 WHEREAS, the City of Albuquerque (the "City") is a legally and regularly created,
15 established, organized, and existing municipal corporation of the State of New
16 Mexico (the "State"); and

17 WHEREAS, pursuant to Sections 3-32-1 through 3-32-16, New Mexico Statutes
18 Annotated, 1978 Compilation, as amended (the "Act"), the City is authorized to
19 acquire industrial revenue projects located within the corporate limits of the
20 municipality for the purpose of promoting industry and trade by inducing commercial
21 enterprises to locate or expand in the State of New Mexico; and

22 WHEREAS, pursuant to the Act, the City is authorized to issue revenue bonds for
23 the purpose of defraying the cost of acquiring any project and to secure the payment
24 of such bonds, all as provided in the Act; and

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1 WHEREAS, United Athletic Club, LLC (the “Company”) is a corporation
2 organized under the laws of the State of New Mexico and is authorized to do
3 business in New Mexico; and

4 WHEREAS, the Company has requested that the City issue its industrial revenue
5 bond pursuant to the Act for the purpose of providing funds to acquire, construct,
6 improve and equip a multi-use entertainment venue/stadium for soccer, other sports
7 and non-sporting events within the corporate limits of the City (the “Project”); and

8 WHEREAS, the City Council of the City of Albuquerque (the “Council”) has
9 adopted an ordinance establishing the Albuquerque Development Commission (the
10 “Commission”) to review projects proposed to be financed with an industrial revenue
11 bond pursuant to the Act pursuant to City Resolution No. 16-1985, as amended; and

12 WHEREAS, the Company has presented to the City and the Commission a
13 proposal (the “Project Plan”) whereby the Company shall, pursuant to the Act,
14 acquire, construct, improve and equip a venue with 7,592 fixed seats, and a total
15 capacity including general admission of 10,042 people, which facility will be
16 activated for up to 100 soccer, other sports, and non-sporting events per year,
17 providing new opportunities and enhancing the City’s reputation as a hub for sports
18 tourism and other high-quality entertainment and cultural programming, and will be
19 located on seven acres at Balloon Fiesta Park (the “Project Property”). The Project
20 Property is located within the boundaries of the City, and pursuant to which the City
21 would issue its taxable industrial revenue bond in order to finance the Project; and

22 WHEREAS, the Commission has reviewed the Project Plan, and on December
23 19, 2024, has determined that the Company has complied with City Resolution No.
24 16-1985, and has recommended approval of the Project Plan by the Council; and

25 WHEREAS, under the Company’s Project Plan, the City would enter into an
26 Indenture dated as of March 1, 2025 (the “Indenture”) between the City and BOKF,
27 NA or other corporate depository satisfactory to the City to be designated at a later
28 date, as depository (the “Depository”), pursuant to which, together with this
29 ordinance (the “Bond Ordinance”), the City would issue its bond designated as the
30 City of Albuquerque, New Mexico Taxable Industrial Revenue Bond (United Athletic
31 Club Project), Series 2025 (the “Bond”); and

32 WHEREAS, under the Company’s Project Plan, the City and the Company would
33 enter into a Lease Agreement dated as of March 1, 2025 (the “Lease”), pursuant to

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1 which the Company will lease the Project Property from the City and will make
2 payments to the Depository sufficient to pay the principal of, redemption premium, if
3 any, and interest on the Bond, and to pay all other obligations incurred pursuant to
4 the provisions of the Lease and the Bond Ordinance; and

5 WHEREAS, under the Company’s Project Plan, the Lease will provide that the
6 Company shall maintain the Project and carry all proper insurance with respect
7 thereto; and

8 WHEREAS, the proceeds of the Bond shall be used for the purpose of financing
9 the acquisition, construction, renovation and equipping of the Project (the
10 “Financing”); and

11 WHEREAS, the City is authorized to enter into the Lease, the Indenture, and
12 other related documents and to issue the Bond pursuant to the Act and the Bond
13 Ordinance; and

14 WHEREAS, the Bond in an aggregate principal amount not to exceed
15 \$30,000,000 will be issued, sold and delivered by the City in a private sale to an
16 affiliate of the Company (the “Purchaser”) pursuant to a bond purchase agreement
17 (the “Bond Purchase Agreement”) among the City, the Company, and the
18 Purchaser; and

19 WHEREAS, the proceeds of the Bond shall be applied to pay the costs of the
20 Project and to pay certain costs associated with the transaction; and

21 WHEREAS, after having considered the provisions of the Project Plan and the
22 Financing, the Council has concluded that it is in the best interest of the City to
23 authorize the issuance of the Bond to finance the Project, and that the City’s
24 issuance of the Bond shall constitute a valid public purpose under the Act; and

25 WHEREAS, the Council has been advised by the Company that the disclosure
26 provisions of Rule 15c2-12 of the Securities and Exchange Commission are not
27 applicable to this transaction inasmuch as the Bond is being sold to the Purchaser,
28 which is an affiliate of the Company, in a private sale without the participation of an
29 underwriter; and

30 WHEREAS, there has been published in the Albuquerque Journal, a newspaper
31 of general circulation in the City, public notice of the Council’s intention to adopt this
32 Bond Ordinance, which notice contained certain information concerning the
33 ownership, purpose, location and size of the Project and the Project Property, and

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1 the amount of the Bond to be issued to finance the Project, which notice was
2 published at least fourteen (14) days prior to hearing and final action on this Bond
3 Ordinance; and

4 WHEREAS, the proposed forms of the following documents have been filed with
5 the City Clerk and presented to the Council: (1) Project Plan; (2) Lease; (3)
6 Indenture; and, (4) Bond Purchase Agreement (collectively the “Bond Documents”);
7 and

8 WHEREAS, the City has delivered notice to the County of Bernalillo, State of
9 New Mexico, of its intent to consider issuance of the Bond, which notice was given
10 at least thirty (30) days prior to the meeting at which final action is to be taken on this
11 Bond Ordinance as required by Section 3-32-6.1, New Mexico Statutes Annotated,
12 1978 Compilation, as amended;

13 BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
14 ALBUQUERQUE:

15 Section 1. RATIFICATION. All actions not inconsistent with the provisions of
16 this Bond Ordinance previously taken by the Council and the officials of the City
17 directed toward approval of the issuance and sale of the Bond be approved and the
18 same hereby are ratified, approved and confirmed.

19 Section 2. THE PROJECT PLAN. The Project to be financed with the Bond is
20 to acquire, construct, improve and equip a venue with 7,592 fixed seats, and a total
21 capacity including general admission of 10,042 people, which facility will be
22 activated for up to 100 soccer, other sports, and non-sporting events per year,
23 providing new opportunities and enhancing the City’s reputation as a hub for sports
24 tourism and other high-quality entertainment and cultural programming. The
25 Company may use additional available money to accomplish the Project. The
26 Project Plan is hereby approved in all respects.

27 Section 3. FINDINGS.

28 (A) General. The Council hereby declares that it has considered all relevant
29 information presented to it relating to the Bond and the Project and hereby finds and
30 determines that the issuance of the Bond pursuant to the Bond Ordinance and the
31 Act to provide funds for the Project is necessary and advisable and in the interest of
32 the public, and will promote the public health, safety, morals, convenience,
33 economy, and welfare of the City and the residents of the City.

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- 1 (B) The Council finds that:
- 2 (1) The Bond will be issued for the purpose of financing the Project;
- 3 (2) The aggregate face amount of obligations to be issued for the
- 4 purpose of financing the Project is \$30,000,000;
- 5 (3) The developer and operator of the Project is the Company; and
- 6 (4) The Project Property is located in the City at 4900 Balloon Fiesta
- 7 Parkway NE Albuquerque, New Mexico.

8 Section 4. AUTHORIZATION AND APPROVAL OF THE BOND. To finance
9 the cost of acquiring, constructing, improving and equipping the Project Property, the
10 City hereby authorizes and approves the issuance and sale of its industrial revenue
11 bond to be designated "City of Albuquerque, New Mexico Taxable Industrial
12 Revenue Bond (United Athletic Club Project), Series 2025" in the principal amount of
13 \$30,000,000 and the use of the proceeds of the Bond to finance the cost of the
14 Project and to pay expenses relating thereto.

15 Section 5. SALE OF THE BOND. The sale of the Bond to the Purchaser at a
16 purchase price equal to the par amount of the Bond is hereby authorized and
17 approved.

18 Section 6. FORM AND TERM OF THE BOND. Subject to the limitations set
19 forth in this Bond Ordinance, the Bond shall be: (i) in the form and shall be
20 numbered and dated all as set forth in the Indenture; (ii) payable as to principal and
21 interest, and subject to optional and mandatory redemption and defeasance in the
22 amounts, upon the conditions and at the times and prices set forth in the Indenture;
23 and, (iii) issued in the principal amount of \$30,000,000, bearing interest at the rates
24 and maturing on the dates set forth in the Indenture. The interest rate on the Bond
25 shall not exceed 12% per annum. The Mayor or the Chief Administrative Officer of
26 the City shall sign the Bond.

27 Section 7. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS.
28 The form, terms, and provisions of the Bond Documents in the form on deposit in the
29 office of the City Clerk are in all respects approved, authorized, and confirmed, and
30 the City shall enter into such Bond Documents substantially in the form of each such
31 document on deposit with the City Clerk, with only such changes as are not
32 inconsistent with this Bond Ordinance or such other changes as may be approved
33 by supplemental resolution of the Council.

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1 (A) The Council authorizes the Mayor or the Chief Administrative Officer of the
2 City to execute and deliver the Bond Documents in the name and on behalf of the
3 City, and the Council authorizes the City Clerk or Deputy City Clerk to attest to, as
4 necessary, the Bond Documents and the Bond with such changes therein as are not
5 inconsistent with this Bond Ordinance.

6 (B) The Mayor, Chief Administrative Officer, Chief Financial Officer, City
7 Treasurer and City Clerk are further authorized to execute, authenticate and deliver
8 such certifications, instruments, documents, letters and other agreements, including
9 security agreements, and to do such other acts and things, either prior to or after the
10 date of delivery of the Bond, as are necessary or appropriate to consummate the
11 transactions contemplated by the Bond Documents.

12 (C) The officers of the City shall take such action as is necessary to effectuate
13 the provisions of the Indenture and shall take such action as is necessary in
14 conformity with the Act and this Bond Ordinance to finance the costs of the Project
15 and for carrying out other transactions as contemplated by this Bond Ordinance and
16 the Bond Documents including, without limitation, the execution and delivery of any
17 closing documents to be delivered in connection with the sale and delivery of the
18 Bond.

19 Section 8. DELIVERY OF THE BOND. Upon the execution of the Bond
20 Documents and the satisfaction of the conditions set forth in the Bond Documents,
21 the Bond shall be executed, authenticated, and delivered to the Purchaser. No
22 Bond shall be valid for any purpose until such Bond has been properly authenticated
23 as set forth in the Indenture.

24 Section 9. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND
25 INTEREST AND OTHER MATTERS. The Council makes the following
26 determinations and findings in accordance with the Act:

27 (A) The maximum amount necessary in each year to pay the principal of and
28 interest on the Bond, assuming issuance of the Bond as of March 1, 2025 in the
29 amount of \$30,000,000 and bearing interest at the rate of 4% and the first Bond
30 payment occurring on March 1, 2026, is as follows:

31	<u>Year Ended</u>	<u>Maturing Principal</u>	<u>Interest Amount</u>	<u>Total Debt Service</u>
32	2/1/26	-\$0-	\$1,200,000	\$1,200,000
33	2/1/27	-\$0-	\$1,200,000	\$1,200,000

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1	2/1/28	-\$0-	\$1,200,000	\$1,200,000
2	2/1/29	-\$0-	\$1,200,000	\$1,200,000
3	2/1/30	-\$0-	\$1,200,000	\$1,200,000
4	2/1/31	-\$0-	\$1,200,000	\$1,200,000
5	2/1/32	-\$0-	\$1,200,000	\$1,200,000
6	2/1/33	-\$0-	\$1,200,000	\$1,200,000
7	2/1/34	-\$0-	\$1,200,000	\$1,200,000
8	2/1/35	-\$0-	\$1,200,000	\$1,200,000
9	2/1/36	-\$0-	\$1,200,000	\$1,200,000
10	2/1/37	-\$0-	\$1,200,000	\$1,200,000
11	2/1/38	-\$0-	\$1,200,000	\$1,200,000
12	2/1/39	-\$0-	\$1,200,000	\$1,200,000
13	2/1/40	-\$0-	\$1,200,000	\$1,200,000
14	2/1/41	-\$0-	\$1,200,000	\$1,200,000
15	2/1/42	-\$0-	\$1,200,000	\$1,200,000
16	2/1/43	-\$0-	\$1,200,000	\$1,200,000
17	2/1/44	-\$0-	\$1,200,000	\$1,200,000
18	2/1/45	\$30,000,000	\$1,200,000	\$31,200,000

19 (B) The terms under which the Project Property is leased provide that the
20 Company shall maintain the Project Property and carry all proper insurance (or self-
21 insure) with respect to the Project Property.

22 (C) The lease rentals payable under the Lease shall be at least sufficient to
23 pay the principal and interest payments on the Bond set forth in Paragraph (A) of
24 this Section 9 when due and otherwise render the financing of the acquisition,
25 construction, renovation and completion of the Project Property entirely self-
26 liquidating. There shall be no payments to any reserve fund or sinking fund
27 installment payments.

28 Section 10. NON TAXABLE TRANSACTION CERTIFICATES. The Company,
29 as agent for the City, will acquire the Project. The City will cooperate with the
30 Company to obtain and allow use of Type 9 Nontaxable Transaction Certificates
31 ("Certificates") that have been properly executed for acquisition of tangible personal
32 property relating to the Project as applicable under the New Mexico Gross Receipts
33 and Compensating Tax Act. The Company shall not use the Certificates other than

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1 for such things as may be permitted by law, if any, nor shall the Company use such
2 Certificates after the completion of the Project. No costs, expenses or other
3 monetary relief will be recoverable from the City by vendors of equipment.

4 Section 11. LIMITED OBLIGATIONS. The Bond shall be a special limited
5 obligation of the City payable solely from the revenues derived from the Lease and
6 payable by the Company as described in the Indenture, and shall never constitute a
7 debt or indebtedness of the City or the State or any political subdivision thereof
8 within the meaning of any provision or limitation of the State Constitution, statutes, or
9 home-rule charter of the City, and shall not constitute or give rise to a pecuniary
10 liability of the City or a charge against its general credit or taxing power. Nothing
11 contained in the Bond Ordinance or the Bond Documents, or any other instrument,
12 shall be construed as obligating the City (except with respect to the Project Property
13 and the application of the revenues therefrom and the proceeds of the Bond, all as
14 provided in the Bond Documents), nor as incurring a pecuniary liability or charge
15 upon the general credit of the City or against its taxing power, nor shall the breach of
16 any agreement contained in the Bond Ordinance, the Bond Documents, the Bonds,
17 or any other instrument be construed as obligating the City (except with respect to
18 the Project Property and the application of revenues therefrom and the proceeds of
19 the Bond all as provided in the Bond Documents) nor as incurring a pecuniary
20 liability or a charge upon the general credit of the City or against its taxing power, the
21 City having no power to pay out of its general funds, or otherwise contribute any part
22 of the costs of acquiring the Project Property, nor power to operate the Project as a
23 business or in any manner except as lessor and seller of the Project Property.

24 Section 12. APPROVAL OF INDEMNIFICATION. The Council specifically
25 approves the provisions of the Lease relating to indemnification which provide that
26 the Company shall indemnify and hold harmless the City and its City Councilors,
27 officials, members, officers, employees, and agents against liability to the Company
28 or to any third parties that may be asserted against the City, its City Councilors,
29 officials, members, officers, employees, and agents with respect to the City's
30 ownership of the Project Property or the issuance of the Bond and arising from the
31 condition of the Project Property or the acquisition or operation of the Project
32 Property by the Company, except to the extent that Section 56-7-1, New Mexico
33 Statutes Annotated, 1978 Compilation, as amended, applies, and except claims for

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1 any loss or damage arising out of or resulting from the gross negligence or willful
2 misconduct of the City or any official, member, officer, employee, or agent of the
3 City.

4 Section 13. BOND ORDINANCE IRREPEALABLE. After the Bond is issued,
5 this Bond Ordinance shall be and remain irrepealable until the Bond, including all
6 interest thereon, is fully paid, cancelled, and discharged, or until there has been
7 defeasance of the Bond in accordance with the Indenture.

8 Section 14. SEVERABILITY. If any section, paragraph, clause or provision of
9 this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the
10 invalidity or unenforceability of that section, paragraph, clause, or provision shall not
11 affect any of the remaining provisions of this Bond Ordinance.

12 Section 15. REPEALER. All by-laws, ordinances, resolutions, and orders, or
13 parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond
14 Ordinance but only to the extent of that inconsistency. This repealer shall not be
15 construed to revive any by-law, ordinance, resolution, or order, or part thereof,
16 previously repealed.

17 Section 16. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE
18 DATE. This Bond Ordinance, immediately upon its final passage and approval, shall
19 be recorded in the ordinance book of the City, kept for that purpose, and shall be
20 there authenticated by the signature of the Mayor and the presiding officer of the
21 City Council, and by the signature of the City Clerk or any Deputy City Clerk, and
22 notice of adoption thereof shall be published once in a newspaper that maintains an
23 office in, and is of general circulation in, the City, and shall be in full force and effect
24 five (5) days following such publication.

25 Section 17. GENERAL SUMMARY FOR PUBLICATION. The title and general
26 summary of the subject contained in the Bond Ordinance shall be published in
27 substantially the following form:

28 CITY OF ALBUQUERQUE, NEW MEXICO
29 NOTICE OF ADOPTION OF ORDINANCE

30 Notice is hereby given of the title and of a general summary of the subject matter
31 contained in a City Ordinance (the "Ordinance"), duly adopted and approved by the
32 City Council of the City of Albuquerque, New Mexico, on February 3, 2025.
33 Complete copies of the Ordinance are available for public inspection during the

1 normal and regular business hours of the City Clerk City Clerk in the office of the
2 City Clerk, Albuquerque, New Mexico.

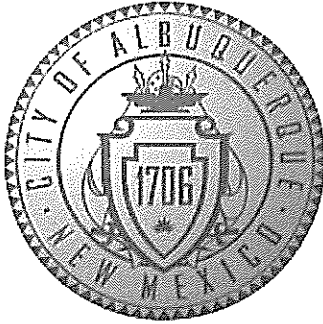
3 The title of the Ordinance is:

4 AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ALBUQUERQUE,
5 NEW MEXICO TAXABLE INDUSTRIAL REVENUE BOND (UNITED ATHLETIC
6 CLUB PROJECT), SERIES 2025 IN THE MAXIMUM PRINCIPAL AMOUNT OF
7 \$30,000,000 TO PROVIDE FUNDS TO ACQUIRE, CONSTRUCT, IMPROVE AND
8 EQUIP A MULTI-USE ENTERTAINMENT VENUE/STADIUM FOR SOCCER,
9 OTHER SPORTS AND NON-SPORTING EVENTS; AUTHORIZING THE
10 EXECUTION AND DELIVERY OF AN INDENTURE, LEASE AGREEMENT, BOND
11 PURCHASE AGREEMENT, BOND, AND OTHER DOCUMENTS IN CONNECTION
12 WITH THE ISSUANCE OF THE BOND AND THE PROJECT; MAKING CERTAIN
13 DETERMINATIONS AND FINDINGS RELATING TO THE BOND AND THE
14 PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND
15 REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

16 The title sets forth a general summary of the subject matter contained in the
17 Ordinance.

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CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

January 7, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Approving an Ordinance Involving BFP Stadium Project Pursuant to the Industrial Revenue Bond Act (IRB Project 25-3)

Attached for your consideration and approval is an Ordinance involving BFP Stadium IRB Project, Pursuant to the Industrial Revenue Bond Act (IRB-25-3).

United Athletic Club, LLC (“New Mexico United” or “United”) is an American professional soccer team based in Albuquerque, New Mexico. Founded June 6, 2018, the team currently plays in the USL Championship, the second division of American soccer. In November 2023, Albuquerque City Council approved a Lease Agreement (“Lease”) between the City of Albuquerque and United (EC-375) for a site consisting of approximately seven acres within Balloon Fiesta Park and access to parking areas. The Lease requires that the team secure Industrial Revenue Bonds in support of the project.

The team is requesting \$30 million in City-issued industrial revenue bonds (IRB). City IRBs are issued to support eligible economic development projects that meet established policies and plans. The team is responsible for funding the purchase of the bonds; no City funds are utilized to purchase or pay off the bonds, and no City credit is used to enhance the bonds. The project will be exempt for up to 20 years from property taxes on land, buildings, and equipment. Equipment purchased with bond proceeds is exempt from gross receipts or compensating taxes.

Currently, the United play their home games at Rio Grande Credit Union Field at Isotopes Park. The proposed project is the construction of a new, best-in-class entertainment venue that will not only support the team’s operations and growth, but also serve as a hub for sports tourism and other high-quality entertainment and cultural programming. The proposed project is located at 4900 Balloon Fiesta Parkway NE, Albuquerque NM 87113 at Balloon Fiesta Park. The project site is zoned NON-RESIDENTIAL – PARK AND OPEN SPACE ZONE DISTRICT (NR-PO-A), which lists sports stadiums as an allowable use. The proposed use of the facility by the Company would not require a change in zoning.

The stadium will have 7,592 fixed seats, and a total capacity including general admission of 10,042. The new facility will be activated for up to 100 soccer, other sports, and non-sporting events per year, providing new opportunities for the Albuquerque community and visitors to convene and connect. The project will expand and modernize parking and infrastructure at Balloon Fiesta Park. The new facilities will fill a gap in the existing local entertainment landscape that enables the City to attract and experience a broader array of professional sporting events and other community events.

The project represents a \$40 million investment by the United. Once complete, the New Mexico United organization is expected to employ 120 full-time employees, as well as an estimated 136 event-based and seasonal staff. The Project is expected to generate up to 310 construction jobs.


The salaries for the 53 new positions range from \$25,000 to \$150,000, are considered full time positions, and come with full employee benefits with the company paying 50% of monthly healthcare premiums. Event-based staff roles include event day security, ushers, retail associates, cleaning crew, technology operations, and other hospitality staff.

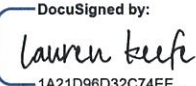
This project includes a fiscal impact analysis prepared by the University of New Mexico's Bureau of Business and Economic Research (BBER). The fiscal impact presented shows that operations related to the \$30 million bond will generate an estimated total of slightly over \$9 million in taxes by 2043, with a continued upward trend anticipated thereafter. Project BFP Stadium is expected to remain tax positive throughout the span of the contract. As New Mexico United gradually scales up its operations to reach full capacity, which includes hiring 53 new full-time employees by 2028, the job creation will generate a tax impact throughout the lifespan of the IRB and beyond. In addition to full-time staff, the organization will also be bringing on part-time and dedicated event staff, further contributing to the economic landscape of Albuquerque.

Your consideration and approval are requested.


Approved:

Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer

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1/13/2025 | 10:05 AM MST
Lauren Keefe Date
City Attorney

Recommended:

DocuSigned by:

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Max Gruner, Date
Director

Cover Analysis

1. What is it?

This is an ordinance authorizing an Industrial Revenue Bond Project for the United Athletic Club, LLC (“New Mexico United” or “United”) BFP Stadium Project in the amount of \$30,000,000 from the City of Albuquerque (IRB Project 25-3).

Founded June 6, 2018, the team currently plays in the USL Championship, the second division of American soccer. In November 2023, Albuquerque City Council approved a Lease Agreement (“Lease”) between the City of Albuquerque and United (EC-375) for a site consisting of approximately seven acres within Balloon Fiesta Park and access to parking areas. The Lease requires that the team secure Industrial Revenue Bonds in support of the project.

Currently, the United play their home games at Rio Grande Credit Union Field at Isotopes Park. The proposed project is the construction of a new, best-in-class entertainment venue that will not only support the team’s operations and growth, but also serve as a hub for sports tourism and other high-quality entertainment and cultural programming. The proposed project is located at 4900 Balloon Fiesta Parkway NE, Albuquerque NM 87113 at Balloon Fiesta Park.

The Team is requesting \$30,000,000 in City-issued industrial revenue bonds. City IRBs are issued to support eligible economic development projects that meet established policies and plans. The Company is responsible for funding the purchase of the bonds; no City funds are utilized to purchase or pay off the bonds, and no City credit is used to enhance the bonds. The project will be exempt for up to 20 years from property taxes on land, buildings, and equipment.

The project represents a \$40 million investment by the United. The New Mexico United organization is expected to employ 120 full-time employees, as well as an estimated 136 event-based and seasonal staff. The Project is expected to generate up to 310 construction jobs. The salaries for the new positions range from \$25,000 to \$150,000, are considered full time positions, and come with full employee benefits with the company paying 50% of monthly healthcare premiums. Event-based staff roles include event day security, ushers, retail associates, cleaning crew, technology operations, and other hospitality staff.

2. What will this piece of legislation do?

The ordinance would support the construction of the new stadium. The project will also expand and modernize parking and infrastructure at Balloon Fiesta Park. The new facilities will fill a gap in the existing local entertainment landscape that enables the City to attract and experience a broader array of professional sporting events and other community events. The project represents a \$40,000,000 million investment by the team.

The company is requesting \$30,000,000 in City-issued industrial revenue bonds. City IRBs are issued to support eligible economic development projects that meet established policies

and plans. The Company is responsible for funding the purchase of the bonds; no City funds are utilized to purchase or pay off the bonds, and no City credit is used to enhance the bonds.

3. Why is this project needed?

The Project represents a significant capital investment in our community and the creation of 53 new jobs ranging from \$25,000 to \$150,000. This legislation is a vital component in the overall financial feasibility of the planned project. The stadium will support significant growth above the current New Mexico United operations, primarily through additional activities the stadium will enable, including non-soccer events (concerts, festivals, etc.) and the launch of a professional women's team. These additional activities are expected to generate a combined \$20 million in additional annual revenue at full scale.

This project includes a fiscal impact analysis prepared by the University of New Mexico's Bureau of Business and Economic Research (BBER). The fiscal impact presented shows that operations related to the \$30 million bond will generate an estimated total of slightly over \$9 million in taxes by 2043, with a continued upward trend anticipated thereafter. Project BFP Stadium is expected to remain tax positive throughout the span of the contract. As New Mexico United gradually scales up its operations to reach full capacity, which includes hiring 53 new full-time employees by 2028, the job creation will generate a tax impact throughout the lifespan of the IRB and beyond. In addition to full-time staff, the organization will also be bringing on part-time and dedicated event staff, further contributing to the economic landscape of Albuquerque.

4. How much will it cost and what is the funding source?

There is no cost to the City. The City is proposing to issue \$30,000,000 in industrial revenue bonds which will be a self-purchase process for the company. City IRBs are issued to support eligible economic development projects that meet established policies and plans. The Company is responsible for funding the purchase of the bonds; no City funds are utilized to purchase or pay off the bonds, and no City credit is used to enhance the bonds.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

No. There is no direct revenue to the City.

6. What will happen if the project is not approved?

The incentive is critical to the success of the Project. If the legislation does not pass, the result would be a potential cancellation of the Project and the associated loss of new jobs and revenue. The team would not be able to pursue the Project without approval.

7. Is this service already provided by another entity?

No.

**ALBUQUERQUE DEVELOPMENT COMMISSION
Industrial Revenue Bond Hearing**

December 10, 2024

Case #2024-17 BFP Stadium IRB

IRB-25-3: BFP Stadium Project

REQUEST: Approval of \$30,000,000 in City Industrial Revenue Bonds is requested.

PROJECT SUMMARY: United Athletic Club, LLC (“New Mexico United” or “United”) is an American professional soccer team based in Albuquerque, New Mexico. Founded June 6, 2018, the team currently plays in the USL Championship, the second division of American soccer. In November 2023, Albuquerque City Council approved a Lease Agreement (“Lease”) between the City of Albuquerque and United (EC-375) for a site consisting of approximately seven acres within Balloon Fiesta Park and access to parking areas. The Lease requires that the team secure Industrial Revenue Bonds in support of the project. The Lease as shown in Exhibit 3 provides additional details.

Currently, the United play their home games at Rio Grande Credit Union Field at Isotopes Park. The proposed project is the construction of a new, best-in-class entertainment venue that will not only support the team’s operations and growth, but also serve as a hub for sports tourism and other high-quality entertainment and cultural programming. The company is requesting \$30 million in City-issued industrial revenue bonds (IRB). City IRBs are issued to support eligible economic development projects that meet established policies and plans. The Company is responsible for funding the purchase of the bonds; no City funds are utilized to purchase or pay off the bonds, and no City credit is used to enhance the bonds.

The stadium will have 7,592 fixed seats, and a total capacity including general admission of 10,042. The new facility will be activated for up to 100 soccer, other sports, and non-sporting events per year, providing new opportunities for the Albuquerque community and visitors to convene and connect. The proposed project is located at 4900 Balloon Fiesta Parkway NE, Albuquerque NM 87113 at Balloon Fiesta Park. The project site is zoned NON-RESIDENTIAL – PARK AND OPEN SPACE ZONE DISTRICT (NR-PO-A), which lists sports stadiums as an allowable use. The proposed use of the facility by the Company would not require a change in zoning.

The project will expand and modernize parking and infrastructure at Balloon Fiesta Park. The new facilities will fill a gap in the existing local entertainment landscape that enables the City to attract and experience a broader array of professional sporting events and other community events. The project represents a \$40 million investment by the United. The New Mexico United organization is expected to employ 120 full-time employees, as well as an estimated 136 event-based and seasonal staff. The Project is expected to generate up to 310 construction jobs.

The salaries for the new positions range from \$25,000 to \$150,000, are considered full time positions, and come with full employee benefits with the company paying 50% of monthly healthcare premiums. Event-based staff roles include event day security, ushers, retail associates, cleaning crew, technology operations, and other hospitality staff.

The State of New Mexico and its local governments are empowered to offer discretionary incentives to companies that support economic development projects that foster, promote, and enhance local economic development efforts. More specifically, New Mexico municipal IRB legislation specifically identifies “projects” as land, buildings, equipment and improvements which are suitable for use by the following:

1. any business in which all or part of the activities of the business involve the supplying of services to the general public or to governmental agencies or to a specific industry or customer but does not include establishments primarily engaged in the sale of goods or commodities at retail;

The IRB application, as shown in Exhibit 1 provides details of the Project and the number and types of jobs to be created.

This project includes a fiscal impact analysis prepared by the University of New Mexico’s Bureau of Business and Economic Research (BBER). The fiscal impact presented shows that operations related to the \$30 million bond will generate an estimated total of slightly over \$9 million in taxes by 2043, with a continued upward trend anticipated thereafter. Project BFP Stadium is expected to remain tax positive throughout the span of the contract. As New Mexico United gradually scales up its operations to reach full capacity, which includes hiring 53 new full-time employees by 2028, the job creation will generate a tax impact throughout the lifespan of the IRB and beyond. In addition to full-time staff, the organization will also be bringing on part-time and dedicated event staff, further contributing to the economic landscape of Albuquerque.

The project plan as shown in Exhibit 2 provides details of the project.

FINDINGS:

1. IRB 25-3 is a qualified project as defined by the State’s Industrial Revenue Bond Act and the City enabling legislation (Resolution R-196, Sixth Council (126-1985) as amended by Resolution 350 Sixth Council; and
2. IRB 25-3 would make positive substantive contributions to the local economy and community by creating 53 jobs; and
3. IRB 25-3 will make positive impacts on Albuquerque’s tourism and entertainment industries through the development of new venue and infrastructure at Balloon Fiesta Park; and
4. IRB 25-3 would comply with the adopted City plans and policies, and meet community economic development priorities and objectives; and
5. IRB 25-3 would adequately meet the evaluation criteria established by the City for Industrial Revenue Bond Act projects, including the requirement that the City recoup the value of its investment over the term of the bonds.

PROJECT ANALYSIS: The project, as proposed in the project application, will be analyzed in accordance with the City’s IRB project evaluation criteria.

I. INITIAL QUALIFYING TEST; PASS/FAIL CRITERIA

1. Economic Base Company * that meets statutory requirements	Pass
2. Satisfactory initial demonstration of ability to service debt or self-fund purchase of the bonds, or evidence of an acceptable financing commitment.	Pass
3. Conforms to City planning and zoning policies.	Pass
4. Firm has no outstanding substantive federal, state or local tax issues.	Pass
5. Proposed project complies with all federal, state, and local environmental laws, regulations, and rules.	Pass
6. Jobs created by the project meet or exceed the median wage for similar jobs in the community	Pass
7. Per state requirements, the firm covers 50% of health insurance premiums for employees.	Pass
8. Other additional factors.	
RESULT	PASS

1. NM United qualifies under the IRB Act and the City’s Ordinance as:

- a. “any business in which all or part of the activities of the business involve the supplying of services to the general public or to government agencies or to a specific industry or customer base but does not include establishments primarily engaged in the sale of goods or services at retail.”

- 2. The bonds will be considered a “self-purchase”- purchased by a subsidiary or affiliate of the Company.
- 3. The project site is zoned NON-RESIDENTIAL – PARK AND OPEN SPACE ZONE DISTRICT (NR-PO-A), which lists sports stadiums as an allowable use. No Zone changes are required for this project.
- 4. NM United has certified that it has no outstanding substantive federal, state, or local tax issues.
- 5. The Project, in its design, complies with environmental regulations. Permits are required for the renovations and new developments. Additional information regarding environmental implications is contained in the following section and in the Project Plan.
- 6. Jobs for the positions meet or exceed the median wages for similar jobs in the community. The salaries and positions are more fully described in Section II-7 and in the Application.
- 7. NM United pays at least 50% percent of the health insurance premiums for its employees.

II. LAND USE, PLAN AND DESIGN ELEMENTS

- 1. PLAN & ZONING:

Legal Description

The proposed project is located at 4900 Balloon Fiesta Parkway NE, Albuquerque NM 87113. The site is legally described as Tract A-1 Plat of Tracts A-1, B-1, C-1, D-1, E-1, F-1, G-1-A, H-1, I-1-A & I-2-A at Balloon Fiesta Park.

Prevailing Site Conditions

The stadium is located within the northeast section of Balloon Fiesta Park, the City's largest regional park. With over 360 acres of space, the park is home to the annual Albuquerque International Balloon Fiesta and provides for a wide variety of year-round cultural, recreational, and community programs for all New Mexicans. Prior to the creation of the park in 1996, the site had been used as a gravel quarry.



The stadium development area consists of 7 acres of land within an existing degraded parking lot running along the eastern property line of the park. A small portion of the development site, along the east and south sides, includes land situated on a steep escarpment. At the top the escarpment, to the east and south, are existing parking areas used by the park for special events, while due west of the site is the Balloon Fiesta Launch field. Note that high voltage power lines running north-south across the park separate the area of the launch field from the proposed stadium site. The area due north of the stadium development site has additional existing parking areas that will be improved as part of the overall site improvements in support of the project. Vehicular access to the stadium site will come primarily from I-25 via the southbound frontage road turning onto Balloon Fiesta Parkway, which brings visitors into the northeast corner of the park.

Present Assessed Value

The assessed value of the site is \$683,020, based on the known value of nearby undeveloped properties and factoring the poor condition of the existing site. This equates to \$2.24 per square

foot. The Bernalillo County Assessor's 2024 Notice of Value for 4900 Balloon Fiesta Parkway NE is \$23,122,100.00

Present and Proposed Zoning

The project site is zoned NON-RESIDENTIAL – PARK AND OPEN SPACE ZONE DISTRICT (NR-PO-A), which lists sports stadiums as an allowable use. No Zone changes are required for this project.

2. LAND USE:

The stadium construction will develop a multi-purpose sports facility on its 7-acre leased site and will be a catalyst for overall site improvements within the park, including a total of 25 acres of grading and drainage, paving, and landscape improvements across the existing east parking lot the stadium is located within.

New Mexico United planned the proposed project development to mitigate light and sound pollution to the surrounding neighborhoods to the greatest extent possible. Impact analyses based on specific project design criteria and environmental modeling show that the proposed design will fall within acceptable parameters. The construction of this project will initiate the installation of additional new landfill gas monitoring wells around an adjacent old landfill site near the south boundary of the project, further improving safety year-round for all visitors to the park. Furthermore, the regrading and repaving of the parking lot to the north of the stadium site along with stabilization of the surrounding steep escarpment areas will improve long-standing water runoff issues, allowing for greater water retainage and percolation during storms while reducing surface runoff.

A comparative traffic analysis for the project shows that the existing infrastructure will be adequate to serve peak events at the stadium. The stadium will utilize existing parking and traffic access systems at Balloon Fiesta Park, which accommodates nearly 100,000 visitors per day during the International Balloon Fiesta. A peak event at the stadium will draw approximately 12,000 fans (3,000 cars). The team will utilize traffic control policies before and after games to ensure safe ingress/egress at the site, while also ensuring no vehicles cut through sensitive neighborhoods.

An existing Verizon equipment building will be relocated as part of the site improvement coordination efforts. The new location will be planned to work in conjunction with the stadium location and coordination efforts among COA, Verizon and team have been established.



3. Competition

New Mexico United does not have any direct competition in Albuquerque, as there are no other professional soccer franchises operating. There are also no existing stadiums with comparable layout, capacity, and amenities to what is proposed for this project.

Indirect competitors fall into two categories: sports teams and stadiums and entertainment venues. Of the professional and semi-professional sports teams considered indirect competition for the United, none play outdoor soccer. Numerous, comparably-sized venues in the metro area host sporting events and other events that may overlap with the proposed uses of the New Mexico United stadium. Other events hosted by the United stadium will largely be additive to the state's entertainment offering portfolio rather than redistributive. No other stadium is equipped to host major professional sporting events beyond the City's current event portfolio. In addition, a mid-sized outdoor concert venue with the flexible, configurable layout offered by a soccer stadium footprint does not exist in the City.

4. Effect on Existing Industry and Commerce during and after Construction

Once the City delivers the pad-ready site, the construction phase for the stadium will last approximately 18 months. Construction activities will be sequenced so as not to conflict with the Exclusive Use period of time that AIBF needs leading up to and immediately after the Balloon Fiesta (part of September and the first half of October). During the 18-month construction phase, it's estimated that nearly \$10 million will be spent directly on local labor, generating up to 310 construction jobs, with the potential to increase depending on final stadium design.

Once the stadium is completed, the team projects total employment of 120 full-time roles, as well as over 130 temporary and seasonal roles to staff New Mexico United matches and other stadium events. This represents significant growth from the current New Mexico United operations, primarily through additional activities the stadium will enable, including non-soccer events (concerts, festivals, etc.) and the launch of a professional women's team. These additional activities are expected to generate a combined \$20 million in additional annual revenue at full scale.

Stadium events will also draw out-of-state tourism, particularly in the form of fans from opposing teams who travel to New Mexico to support their hometown players, spending money not just on game tickets, but on lodging, meals and entertainment in the region.

The project would support: a) An Economic Development Strategy for Albuquerque/Bernalillo County to attract, develop, and retain responsible and responsive businesses; nourish expansion of existing and new local businesses; and emphasize economic base companies; and b) The Comprehensive Plan Economic Development Policies to: encourage expansion of export-based business to customers across the country that strengthen the economy; encourage prospective employers willing to hire local residents and able to diversify the employment base; development of local business enterprises as well as the recruitment of outside firms. The project also supports the economic development priorities and objectives of the City's Local Economic Development Act.

The United Project further supports the EDD's criteria for the use of incentives by Leveraging our Core Assets, Implementing Place-Based Strategies, Supporting Focused and Positive ROI Projects, and creating 53 new full-time jobs.

5. INFILL:

The stadium is meant to serve as a catalyst for additional development of Balloon Fiesta Park. The park's master plan calls for additional, mixed-use applications at the park that enhance the International Balloon Fiesta and the multitude of events that happen at the park each year. Considering the stadium as just one phase, there is an opportunity to see additional public and private investment in the park for decades to come.

The stadium is located within the northeast section of Balloon Fiesta Park, the City's largest regional park. With over 360 acres of space, the park is home to the annual Albuquerque International Balloon Fiesta and provides for a wide variety of year-round cultural, recreational, and community programs for all New Mexicans. Prior to the creation of the park in 1996, the site had been used as a gravel quarry.

The stadium development area consists of 7 acres of land within an existing degraded parking lot running along the eastern property line of the park. The stadium will comprise 140,500 square feet of total occupied space including the seating bowl, view terraces, plazas, and open-air concourses.

As the site was a former gravel quarry, no historic or archeological materials exist at the site.



6. DESIGN AND CONSERVATION:

Best practice water conservation strategies will be used in the design and planning of the stadium as well as the surrounding site improvement areas.

The proposed stadium will take a post-industrial area of Balloon Fiesta Park currently in poor condition and transform it into a positive community asset. The stadium will be a catalyst for multiple sustainable planning strategies such as long-overdue grading and drainage improvements to the site; extensive landscape improvements to reduce heat-island effect; safe and accessible pedestrian walkways; and EV charging stations within parking areas. The landscape features incorporated will consist largely of xeric plants and drought tolerant trees requiring low water usage.

7. RENEWABLE ENERGY:

The stadium design incorporates low-flow plumbing fixtures and energy efficient LED lighting systems, and composting stations will be located throughout the facility. The team will continue its collaboration with the Climate Change Leadership Institute at Isotopes Park to compost waste from all games and events at the new stadium. Water harvesting in landscape areas will reduce irrigation water loads. Photovoltaic panels will be installed at various locations including on top of shade canopies.

III. ECONOMIC BENEFITS

1. COMPETITION:

New Mexico United does not have any direct competition in Albuquerque, as there are no other professional soccer franchises operating. There are also no existing stadiums with comparable layout, capacity, and amenities to what is proposed for this project.

Indirect competitors fall into two categories: sports teams and stadiums and entertainment venues. Of the professional and semi-professional sports teams considered indirect competition for the United, none play outdoor soccer. Numerous, comparably-sized venues in the metro area host sporting events and other events that may overlap with the proposed uses of the New Mexico United stadium. Other events hosted by the United stadium will largely be additive to the state’s entertainment offering portfolio rather than redistributive. No other stadium is equipped to host major professional sporting events beyond the City’s current event portfolio. In addition, a mid-sized outdoor concert venue with the flexible, configurable layout offered by a soccer stadium footprint does not exist in the City.

2. JOBS:

Projected wages for new positions are competitive with comparable roles at other Albuquerque event- and entertainment-focused businesses.

The New Mexico United organization is expected to employ 120 full-time employees, as well as an estimated 136 event-based and seasonal staff. Of these 120 full-time staff, 67 will be retained from the current organization, and 53 will be new.

New job types will be:

Job Type (new roles only)	Number of Positions	Salary Range
VP / Director	6	\$90-125,000
Organization Operations Management	3	\$50-80,000
Organization Coordinators	6	\$35-60,000

and Assistants		
Stadium and Event Operations Management	3	\$75-80,000
Stadium and Event Operations Coordination	7	\$35-40,000
Technical: Head Coach	1	\$150,000
Technical: Assistant Coaches and Staff	5	\$30-75,000
Technical: Players	22	\$25-\$75,000
TOTAL NEW FULL-TIME POSITIONS	53	
Stadium Operations Staff: Event-Based	136	\$15-25 / hour

Event-based staff roles include event day security, ushers, retail associates, cleaning crew, technology operations, and other hospitality staff.

- a. What percentage of the permanent new jobs is expected to be filled by current Albuquerque area residents, as opposed to people relocated from elsewhere?

Aside from coaching staff and players,, we anticipate that 90% of permanent new jobs will be filled by current Albuquerque residents.

- b. Will jobs benefit low- and moderate-income residents?

Yes. The positions created will be filled by employees with diverse range of skills, experience and backgrounds. Approximately 95% of new positions will be available to people without college degrees.

- c. Will the jobs meet or exceed median wages for the industry within the community?

Projected wages for new positions are competitive with comparable roles at other Albuquerque event- and entertainment-focused businesses.

New Mexico United’s current payroll is \$3.9 million annually, including players, technical staff, front office staff, and temporary roles. The stadium will enable the organization to grow its employment and payroll by an estimated 6% each year. Future annual payroll is

projected to reach \$9.2 million by the end of the third full year of stadium operations, including:

- \$2.80 million for New Mexico United men’s team and technical staff (including some positions shared between men’s and women’s team)
- \$1.25 million for New Mexico United women’s team technical and player wages
- \$4.16 million for front office operations serving the two professional teams and stadium operations
- \$0.99 million for temporary and seasonal event staffing

d. Will the jobs match skills of current city residents?

Yes. The Albuquerque labor pool has the available skills to perform most jobs. The team is committed to prioritizing the local labor market to fill the majority of staffing needs. In addition, New Mexico United has a demonstrated commitment to upskill the local labor pool to fill positions jobs from players to coaches to the front office. The New Mexico United Academy, a U23 team, has produced two local players signing full-time contracts with the team, as well as the development and training of a professional quality local coaching pool. Programs such as New Mexico United’s Diversity Fellowship, front office internships, and partnership with the University of New Mexico to source and train employees, have also enabled the team to hire local talent across the spectrum of available positions. This commitment to local sourcing, hiring, and training will be magnified when the stadium is in operation.

e. Will new employees be trained to fill the positions?

Yes. The United has a documented onboarding and training process for new employees, which will be implemented across all new roles.

f. What stated advancement opportunities are there?

All full-time staff positions will have the opportunity for advancement in their respective departments (finance and administration, marketing and creative, merchandise, revenue and partnerships, and technical).

g. Will “Job Training Incentive Program” or other job training programs be used?

Yes. The team anticipates making use of the JTIP program and other programs that may be relevant to any qualifying position.

h. Will at least 50% of health insurance premiums be covered for employees?

Yes. The United After 60 days of service, all regular full-time employees are eligible to participate in the New Mexico United health plan. The team offers two different elective health plans for both the front office staff and players. This policy will remain in effect after completion of the stadium project. The team contributes 50% of the employees’ monthly health insurance premiums.

3. LOCAL PURCHASING

Throughout its history, New Mexico United has been committed to local procurement whenever possible. In 2023, the organization purchased an estimated \$1.73 million in goods and services from Albuquerque area businesses subject to local GRT, including over \$200,000 on local apparel and printing; \$75,000 on local multimedia and production; \$40,000 on local food; and over \$250,000 on services from accounting, legal, and other New Mexico-based professional firms.

With the opening of full stadium operations including a women's team, annual local spending is projected to increase to \$3.44 million initially, growing by 6% per year on average.

IV. PROJECT FEASIBILITY

1. COST/ FEASIBILITY/ FINANCING:

Cost of Improvements, Bond Amount and Private Financing

A summary of the project is as follows:

Cost of Improvements

The total cost of improvements to be constructed will be \$40 million. The amount of bonds requested will be \$30 million, which will be funded by existing organization owners and additional independent entities.

The commencement of the construction for the stadium is contingent upon the City providing a "pad-ready" site.

Bond Amount – NM United is requesting a City-issued Industrial Revenue Bond in the amount of \$30,000,000.

Project Financing

If approved, the IRB will provide an essential component of the financing required to construct the stadium and hire staff needed for the organization's operations. The current stadium construction budget is approximately \$40 million, with anticipated debt and equity commitments from private entities of \$30 million. Without the IRB, the project will likely face a shortfall in the resources required for completion.

2. DEVELOPER'S RECORD:

Established in 2018, New Mexico United competes in the United Soccer League - Championship (USL), currently sanctioned as Division 2 by the United States Soccer Federation (USSF). Only Major League Soccer (MLS) holds a higher sanction. The team currently plays its home matches at Isotopes Park and owns and operates a practice facility at Mesa Del Sol.

New Mexico United has exceeded initial attendance expectations, drawing over 700,000 attendees between 2019 and 2023. The club averaged 9,619 fans per game in 2023, which placed it fourth among USL teams despite the Albuquerque MSA having one of the smallest market sizes in the league. The team also achieved an opening day attendance of over 11,000 fans in 2024, demonstrating its growing popularity.

New Mexico United has not only excelled in attendance, but also in brand recognition, leading apparel sales in the league since its inception. Corporate sponsorships have also flourished and topped the league.

Brief summaries of the relevant experience of the United executive team are included below. Additional information about other key individuals with the company can be found on the company's website <https://www.newmexicoutd.com/>.

Peter Trevisani

Owner & CEO

Peter Trevisani is the first Club President, CEO and majority owner of New Mexico United. Peter attended Boston College and has an MBA from Columbia University. Peter had a varied career across the globe and ultimately ended up in Santa Fe, retiring as a Partner at Thornburg Investment Management.

Ron Patel

President

Ron Patel is the President of New Mexico United. After co-founding New Mexico United in 2018 with the club's Majority Owner & CEO Peter Trevisani, Ron helped guide the team to become the USL league leaders in attendance and merchandise sales as its Vice President of Sales. After a brief stint away from New Mexico, overseeing a Sports and Entertainment group in McAllen, TX, Ron and his family returned home to New Mexico in 2021. Ron and Peter "got the band back together" in January of 2022, with Ron returning as New Mexico United's Chief Business Officer. Ron was promoted to President of the club in January of 2024, a role in which he proudly serves through the present day.

Clint Gray

Vice President, Business Development & Facilities

Clint Gray is the Vice President of Business Development & Facilities for New Mexico United. Clint brings over 25 years of experience from the banking sector, where he cultivated his expertise in financial management, strategic planning, and operational efficiency. Leveraging this extensive background, Clint orchestrates a multifaceted approach to drive growth with New Mexico United.

Based on the description and information given in the project plan, the company's performance, and operations at their current facilities, the team appears to have the track record to ensure a successful project.

Additional information is available on <https://www.newmexicoutd.com/frontoffice/>

3. EQUITY:

The current stadium construction budget is approximately \$40 million, with anticipated debt and equity commitments from private entities of \$30 million.

4. MANAGEMENT:

IRB 25-3: BFP Stadium Project

United currently has a management team for the site. Executive team biographies are found in Section 10 above.

Based on the description and information given in the project plan, management appears to be qualified to manage the project.

5. FISCAL IMPACT ANALYSIS

This Project includes an impact analysis prepared by the University of New Mexico's Bureau of Business and Economic Research (BBER) as required given the project is a recipient of City funds.

The fiscal impact presented shows that operations related to the \$30 million bond will generate an estimated total of slightly over \$9 million in taxes by 2043, with a continued upward trend anticipated thereafter. Project BFP Stadium is expected to remain tax positive throughout the span of the contract. As New Mexico United gradually scales up its operations to reach full capacity, which includes hiring 53 new full-time employees by 2028, the job creation will generate a tax impact throughout the lifespan of the IRB and beyond. In addition to full-time staff, the organization will also be bringing on part-time and dedicated event staff, further contributing to the economic landscape of Albuquerque.

The fiscal impact analysis demonstrates that the City will recoup the value of its investment within the term of the bonds.

FINDINGS:

1. IRB 25-3 is a qualified project as defined by the State's Industrial Revenue Bond Act and the City enabling legislation (Resolution R-196, Sixth Council (126-1985) as amended by Resolution 350 Sixth Council; and
2. IRB 25-3 would make positive substantive contributions to the local economy and community by creating 53 jobs; and
3. IRB 25-3 will make positive impacts on Albuquerque's tourism and entertainment industries through the development of new venue and infrastructure at Balloon Fiesta Park; and
4. IRB 25-3 would comply with the adopted City plans and policies, and meet community economic development priorities and objectives; and
5. IRB 25-3 would adequately meet the evaluation criteria established by the City for Industrial Revenue Bond Act projects, including the requirement that the City recoup the value of its investment over the term of the bonds.

STAFF RECOMMENDATION:

Based on the above findings, staff recommends approval of IRB 25-3 as proposed in the project plan application.

Chris Chavez, Economic Development Manager
Economic Development Department



BUREAU OF BUSINESS
& ECONOMIC RESEARCH



Fiscal Impact Analysis of Proposed New Mexico United Stadium (BFP Stadium) on the City of Albuquerque

Prepared for the City of Albuquerque Economic Development Department

Alexis P. Amodio-Cardwell

NOVEMBER 2024

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Introduction

The Economic Development Department at the City of Albuquerque (the City) has requested that UNM's Bureau of Business & Economic Research (UNM BBER) conduct a fiscal impact analysis regarding an industrial revenue bond (IRB) application submitted by United Athletic Club, LLC ("New Mexico United, LLC"). The current project name is titled "BFP Stadium."

Founded in 2018, New Mexico United is a professional soccer team competing in the United Soccer League (USL) Championship.¹ Presently, the team plays its home games at the Rio Grande Credit Union Field at Isotopes Park, a multi-purpose facility with a maximum capacity of 13,279. This venue, originally constructed in 2003, primarily serves as the home ground for the Albuquerque Isotopes (minor league baseball).

Recognizing the need for a dedicated home venue, New Mexico United, LLC proposes the development of a cutting-edge entertainment facility aimed at bolstering the ongoing success of New Mexico United. The new stadium, Project BFP Stadium, will have a seating capacity of 7,592 and an overall capacity of 10,042 when including general admission areas. Project BFP Stadium will be designed to host up to 100 events annually, ranging from soccer games to other sporting and non-sporting events.

During the construction phase of the stadium, it is anticipated that 310 jobs will be created. Additionally, 120 full-time and over 130 part-time and seasonal staff will also be hired for ongoing operations. Of the 120 full-time staff, 67 will be retained from the current organization, and 53 will be new. Dedicated event staff include security personnel, ushers, retail associates, cleaning crews, technology operations, and other hospitality staff.

In pursuit of this project, New Mexico United is requesting a \$30 million bond from the City. In addition, New Mexico United, LLC is also seeking a 75% real and personal property tax abatement.

Property

Project BFP Stadium will be located within the northeast section of Balloon Fiesta Park, the City's largest regional park. The address is 4900 Balloon Fiesta Parkway NE, Albuquerque, NM 87114. The site is legally described as Tract A-1 Plat of Tracts A-1, B-1, C-1, D-1, E-1, F-1, G-1-A, H-1, I-1-A, & I-2-A at Balloon Fiesta Park containing approximately 184.5111 acres.

Data and Methods

This analysis is based on self-reported budget and expenditures information provided by New Mexico United, LLC representatives. The figures submitted in the IRB application to the City have also been taken into account. Given that New Mexico United, LLC is seeking a 20-year bond rate, data includes expected payroll and employment figures, operational spending, and capital expenditures over the next 20 years.

Employment data includes the creation of 53 new full-time jobs from 2026 to 2028. Total compensation for these jobs, which includes salaries and benefits, ranges from \$45,738 for the players to \$187,500 for the head

¹ New Mexico United is considered a United States Soccer Federation (USSF) Division 2 Professional League.

coach. New Mexico United also plans to offer an average salary increase of 5% for the managerial positions and 8% for the coaches and players.

In 2023, New Mexico United, LLC purchased an estimated \$1.73 million in goods and services from Albuquerque area businesses subject to local GRT. Based on estimates from New Mexico United, LLC, annual local spending is projected to increase to \$3.44 million initially, growing by 6% per year on average. Taxes for electricity and natural gas have also been considered in this analysis.

This analysis assesses the tax impact of New Mexico United, LLC's operations on the City of Albuquerque over the next 20 years, focusing on gross receipts, property, and other taxes. It includes the effects of spending related to direct, indirect, and induced jobs generated by New Mexico United, LLC operations, including construction. The analysis also incorporates the expected tax contributions from the industry.

Major assumptions were undertaken to complete this analysis, all of which are listed below:

1. Aside from the coaching staff and players, it is anticipated that 90% of permanent jobs will be filled by current Albuquerque residents.
2. The commencement of the construction for Project BFP Stadium is contingent upon the City providing a "pad-ready" site. The City's estimated completion date of a pad-ready site will be on or before June 30, 2026. Thus, for this analysis, we have assumed that construction will begin in 2026.
3. All construction jobs are expected to be sourced from within the city. New Mexico United, LLC representatives estimate that \$9.7 million will be spent directly on local labor.
4. The fiscal impact assumes a 75% abatement of gross receipts and compensating taxes on purchases of eligible tangible personal property acquired in connection with Project BFP Stadium, as well as a 75% real and personal property tax abatement for the project site with a 25% PILOT (payments in lieu of taxes) to the City.
5. The numbers provided in the analysis assume that all components will be purchased locally, except for pre-fabricated stadium-specific components.
6. With regards to depreciable business and personal property, the estimates are uncertain. This is because the actual breakdown of purchases made from New Mexico versus Non-New Mexico vendors are unknown until the specific furniture, fixtures, & equipment (FF&E) vendors are selected.
7. This analysis assumes that all employment resulting from this agreement – including construction, research and development, and manufacturing activities – will be a net gain to Albuquerque. Company spending is a net gain. The purchase of goods and services, real and personal properties, and construction expenditures are considered for gross receipt, compensating, and property taxes.
8. Only the City of Albuquerque incentives and the ensuing fiscal impact on the City are considered; incentives received from the State of New Mexico and/or any other governing entity are not included in this analysis.
9. Multipliers used for estimating the impacts of the project were based on historical budget information and the industry for which the impact was modeled – NAICS 711211: Sports Teams and Clubs. The following is the 2022 NAICS Definition for NAICS 711211: "This U.S. industry comprises professional or semiprofessional sports teams or clubs primarily engaged in participating in live sporting events, such as baseball, basketball, football, hockey, soccer, and jai alai games, before a paying audience. These

establishments may or may not operate their own arena, stadium, or other facility for presenting these events.”²

Results

The fiscal impact presented in Table 1 shows that operations related to the \$30 million bond will generate an estimated total of slightly over \$9 million in taxes by 2043, with a continued upward trend anticipated thereafter.³ Project BFP Stadium is expected to remain tax positive throughout the span of the contract. As New Mexico United gradually scales up its operations to reach full capacity, which includes hiring 53 new full-time employees by 2028, the job creation will generate a tax impact throughout the lifespan of the IRB and beyond. In addition to full-time staff, the organization will also be bringing on part-time and dedicated event staff, further contributing to the economic landscape of Albuquerque.

² <https://www.census.gov/naics/?year=2007&input=711211&details=711211>

³ The \$4 million cumulative total is determined around the current 20-year general obligation bond rate of 3.68%.

Table 1. IRB Analysis: Estimated Tax Revenues for Proposed New Mexico United Stadium Project (Project BFP Stadium), Including Incremental Tax, Present Value of City Taxes, TIDD Taxes, and Net Tax Increment, and Cumulative Net Present Value by Year (2024 dollars)

	Gross Receipts and Compensating Taxes							Property Tax			Other Taxes	Total Revenues	Foregone			City Costs	Fiscal Impact		
	Company Employees	Indirect and Induced Employees	Company Purchases	Company Sales	Construction	Construction Employees	Utilities	Real (Company)	Personal (Company)	Real (Employees)			Real Property Tax	Personal Property Tax	GRT & CMP		Annual	Present Value	Cumulative
2024	-	-	72,791	150,017	-	-	299	-	-	-	-	223,107	-	-	-	0	223,107	223,107	223,107
2025	-	-	70,629	155,675	161,412	-	316	-	4,263	-	-	392,295	-	3,197	17,829	0	371,268	357,849	580,956
2026	4,188	5,845	83,623	293,901	456,980	65,434	345	80,740	11,068	1,253	388	1,003,765	60,555	8,301	530,095	4,131	400,683	372,241	953,197
2027	4,403	6,144	89,914	329,994	249,586	48,364	367	137,481	12,786	1,253	388	880,679	103,111	9,589	383,050	4,131	380,799	340,982	1,294,179
2028	7,115	12,163	98,274	449,307	-	-	522	132,844	11,171	2,554	791	714,742	99,633	8,378	2,248	8,420	596,062	514,445	1,808,624
2029	7,466	12,950	104,290	485,031	-	-	554	128,327	9,570	2,554	791	751,534	96,245	7,178	2,626	8,420	637,065	529,960	2,338,584
2030	7,634	13,791	110,603	475,305	-	-	587	123,831	7,896	2,554	791	742,992	92,873	5,922	2,691	8,420	633,085	507,614	2,846,198
2031	8,131	14,690	117,151	514,573	-	-	622	119,299	6,151	2,554	791	783,963	89,475	4,613	2,784	8,420	678,671	524,496	3,370,694
2032	8,662	15,650	124,137	558,986	-	-	659	114,802	4,366	2,554	791	830,607	86,101	3,274	3,010	8,420	729,801	543,625	3,914,320
2033	6,041	16,677	131,722	561,446	-	-	699	110,330	3,114	2,554	791	833,375	82,747	2,336	3,129	8,420	736,743	528,960	4,443,280
2034	5,747	17,774	139,587	616,950	-	-	741	105,836	2,869	2,554	791	892,849	79,377	2,152	3,351	8,420	799,548	553,304	4,996,583
2035	5,653	18,947	148,079	676,548	-	-	785	101,417	3,079	2,554	791	957,854	76,062	2,309	3,713	8,420	867,349	578,528	5,575,111
2036	5,523	20,202	157,008	710,376	-	-	833	97,038	3,303	2,554	791	997,626	72,778	2,477	3,979	8,420	909,971	585,020	6,160,131
2037	5,939	21,544	166,428	745,894	-	-	882	166,428	3,537	2,554	791	1,040,251	69,511	2,653	4,218	8,420	955,449	592,055	6,752,186
2038	3,784	22,683	176,414	783,189	-	-	935	88,347	3,780	2,554	791	1,082,478	66,260	2,835	4,471	8,420	1,000,491	597,558	7,349,744
2039	4,059	23,903	186,998	822,349	-	-	992	84,038	4,030	2,554	791	1,129,713	63,028	3,022	4,739	8,420	1,050,502	604,749	7,954,493
2040	846	25,208	198,218	863,466	-	-	1,051	79,754	4,288	2,554	791	1,176,176	59,816	3,216	5,024	8,420	1,099,700	610,189	8,564,683
2041	432	26,604	210,111	906,639	-	-	1,114	75,499	4,554	2,554	791	1,228,299	56,624	3,416	5,325	8,420	1,154,514	617,449	9,182,132
2042	(1,074)	28,099	951,971	-	-	-	1,181	71,272	4,829	2,554	791	-	53,454	3,622	5,645	8,420	(71,141)	(36,672)	9,145,460
2043	(1,285)	29,700	999,570	-	-	-	1,252	67,077	3,688	2,554	791	-	50,307	2,766	-	8,420	-	-	9,145,460

Gross Receipts Taxes, Company Employees: Gross receipts taxes on local purchases by new operating personnel employed by applicant.

Gross Receipts Taxes, Indirect and Induced Employees: Gross receipts taxes on local spending by those supported by company's purchases of local goods and services and by spending by operating personnel.

Gross Receipts Taxes, Company Purchases: Gross receipts taxes on increased company purchases of local goods and services as a result of the project.

Gross Receipts Taxes, Company Sales: Only sales in-state generate gross receipts taxes.

Gross Receipts Taxes, Construction: Gross receipts taxes on contractor receipts and on local spending by construction workers and those supported indirectly by the project.

Other Revenues: Increased employment, resulting from the project, will increase Albuquerque's population and this new population will pay taxes and various City charges for services. Taxes include property tax operating and debt service levies, franchise fees, State-shared revenue distributions other than gross receipt, permits and charges for services, including rent on city properties.

Total Revenues: Gross receipt tax revenues and other revenues associated with the additional population resulting from the project.

Foregone Property Taxes: Property taxes that would have been paid on land, buildings and equipment financed by the IRB. Title to properties financed are held by the City and the properties are exempt from taxes during the life of the bond. There is a minimum Payment in Lieu of Taxes of 5% of the taxes foregone.

Foregone Sales Taxes: Gross receipts taxes that would have been owed on local equipment purchases in the absence of the IRB.

City Costs: Costs of providing City services and infrastructure to the additional population and additional employment supported by the project. Costs include general fund expenditures, the subsidy for Transit, city street fund expenditures and average spending over past 5 years in the City's Capital Acquisition less that supported by Federal funds or transfers. The cost of services provided by the city is split between businesses (based on employment) and residents (based on additional population).

Fiscal Impact, Annual: The annual fiscal impact is the total revenue less the cost for each year of the Industrial Revenue Bond.

Fiscal Impact, Present Value: Present value of the stream of annual net fiscal impacts discounted to current values. Here the discount rate is the real rate of interest on GO bonds.

Fiscal Impact, Cumulative: The running total of state present value fiscal impacts over the life of the Industrial Revenue Bond, where the last year is the net present value of the Industrial Revenue Bond.

Company Purchases includes employer paid health care insurance as well as G&S expenditures.

Property Tax includes Real and Personal property for applicant and employees.

APPLICATION

for

INDUSTRIAL REVENUE BOND

Name of Project: BFP Stadium

Location of Project: 4900 Balloon Fiesta Parkway NE
Albuquerque NM 87113

Company Name: United Athletic Club, LLC

Contact Person: Kate Ferlic

Address: 123 W. San Francisco St., Second Floor Santa Fe, NM 87501

Telephone: (505)986-9641

Email: kate@egolflaw.com

Bond Counsel: Rodey Law Firm c/o David Buchholz and Peter Kelton

Address: 201 3rd St NW #2200, Albuquerque, NM 87102

Telephone: (505)765-5900

Bond Amount Requested: _____

Fee Submitted: _____

SECTION I: GENERAL DESCRIPTION

Give an overview of the project, including general location, proposed development, use, brief description of the company, and total bond amount requested. Include a statement of the benefit to be gained by the Albuquerque community from this development. The

General Description should explain what will be done with the IRB if approved. Note that detailed project information will be included in Project Plan, Section III.

The New Mexico United Stadium project is the private construction of a new, best-in-class entertainment venue in the City of Albuquerque, New Mexico (City), built for three purposes:

- To facilitate the continued success of New Mexico's only professional soccer team, New Mexico United (Team)
- To fill a gap in the existing City entertainment landscape that enables the City to attract and experience a broader array of professional sporting events and other community events
- To provide opportunities for Albuquerque residents to come together and connect around positive events that benefit people throughout the community

The stadium will have 7,592 fixed seats, and a total capacity including general admission of 10,042. The new facility will be activated for up to 100 soccer, other sports, and non-sporting events per year, providing new opportunities for the Albuquerque community and visitors to convene and connect, and enhancing the City's reputation as a hub for sports tourism and other high-quality entertainment and cultural programming.

The stadium will also benefit the community by employing 310 people during the construction phase, as well as 120 full-time staff and over 130 part-time and seasonal staff for ongoing operations.

If approved, the IRB will provide an essential component of the financing required to construct the stadium and hire staff needed for the organization's operations. The current stadium construction budget is approximately \$40 million, with anticipated debt and equity commitments from private entities of \$30 million. Without the IRB, the project will likely face a shortfall in the resources required for completion.

SECTION II: SITE AND EXISTING CONDITIONS

A. Legal Description

Give both the precise and complete legal description and address or identification of location. (For example: The proposed project is located at 5300 2nd Street N.W. The site is more particularly described as Tracts B-1 and C of the Plan of Division of Lands of Mel Sanchez and Lath & Plaster Supply Company, as the same is shown and designated on the plat of said land filed in the office of the County Clerk on April 27, 1979 in Bernalillo County, New Mexico, containing approximately 11.15 acres.)

The proposed project is located at 4900 Balloon Fiesta Parkway NE, Albuquerque NM 87113. The site is legally described as Tract A-1 Plat of Tracts A-1, B-1, C-1, D-1, E-1, F-1, G-1-A, H-1, I-1-A & I-2-A at Balloon Fiesta Park containing approximately 184.5411 acres.

B. Prevailing Site Conditions

Describe the present use and development of the site, including any improvements, vacant land, etc.

The stadium is located within the northeast section of Balloon Fiesta Park, the City's largest regional park. With over 360 acres of space, the park is home to the annual Albuquerque International Balloon Fiesta and provides for a wide variety of year-round cultural, recreational, and community programs for all New Mexicans. Prior to the creation of the park in 1996, the site had been used as a gravel quarry.

The stadium development area consists of 7 acres of land within an existing degraded parking lot running along the eastern property line of the park. A small portion of the development site, along the east and south sides, includes land situated on a steep escarpment. At the top the escarpment, to the east and south, are existing parking areas used by the park for special events, while due west of the site is the Balloon Fiesta Launch field. Note that high voltage power lines running north-south across the park separate the area of the launch field from the proposed stadium site. The area due north of the stadium development site has additional existing parking areas that will be improved as part of the overall site improvements in support of the project. Vehicular access to the stadium site will come primarily from I-25 via the southbound frontage road turning onto Balloon Fiesta Parkway, which brings visitors into the northeast corner of the park.

The site offers magnificent vistas, featuring the Sandia Mountains to the east and the lower tip of the Jemez Mountains to the north. To the west, one can admire the Rio Grande Bosque, the West Mesa, and Mount Taylor in the distance.

See Attachment: NMU BFP Site Location Map.pdf

C. Present Assessed Value

Give the present assessed value according to the Bernalillo County Assessor's office. You may also list a current appraised value if you feel it will make the post-development value clearer.

The assessed value of the site is \$683,020, based on the known value of nearby undeveloped properties and factoring the poor condition of the existing site. This equates to \$2.24 per square foot.

D. Present and Proposed Zoning: Regulatory Issues

Give the current zoning of the property. If any change in zoning is required for the proposed use, give the proposed new zone. We recommend that zoning changes required be requested before the project plan reaches the Development Commission. Describe any particular permitting or regulatory matters that might be different from general development projects.

Zoning:

The project site is zoned NR-PO-A, which lists sports stadiums as an allowable use. No Zone changes are required for this project.

Permitting / Regulatory Items:

An existing Master Development Plan governs allowed uses within Balloon Fiesta Park. The project is seeking an amendment to the Master Development Plan to allow the stadium use, as well as Site Plan approval from the City's Environmental Planning Commission (EPC). The application was unanimously approved by the EPC at a hearing held on April 11, 2024. The EPC decision was upheld on appeal by the City's Land Use Hearing Officer (LUHO) on July 25, 2024 with the LUHO recommending approval of the application. On August 19, 2024, the Albuquerque City Council adopted the LUHO's recommendation without additional conditions. This completes the entitlement process for land-use permitting.

The project site is located within the 500-foot buffer around the Old Nazareth Landfill, which is located to the south/southeast of the site. In response to staff comments a Landfill Gas Assessment Report was produced and submitted as part of the EPC application. The report found that soil gas levels do not exceed New Mexico Environment Department screening standards for an industrial setting and that no further investigation was warranted. The project has incorporated remedial measures to ensure that all concerns with soil gasses are addressed consistent with the recommendations of the City's Environmental Health Department. The project will further outline and develop this voluntary mitigation as the project progresses.

E. Renewable Energy

Indicate in detail if and how the Project will create, produce or use renewable energy and renewable energy technology.

The proposed stadium will take a post-industrial area of Balloon Fiesta Park currently in poor condition and transform it into a positive community asset. The stadium will be a catalyst for multiple sustainable planning strategies such as long-overdue grading and drainage improvements to the site; extensive landscape improvements to reduce heat-island effect; safe and accessible pedestrian walkways; and EV charging stations within parking areas. The landscape features incorporated will consist largely of xeric plants and drought tolerant trees requiring low water usage.

The stadium design incorporates low-flow plumbing fixtures and energy efficient LED lighting systems, and composting stations will be located throughout the facility. The Team will continue its collaboration with the Climate Change Leadership Institute at Isotopes Park to compost waste from all games and events at the new stadium. Water harvesting in landscape areas will reduce irrigation water loads. Photovoltaic panels will be installed at various locations including on top of shade canopies.

SECTION III: PROJECT PLAN

A. Information Concerning Applicant

Describe the development entity – corporation, syndicate, individual, etc., and give information about the experience of the company or of significant individuals involved in the type of development or industry proposed. Include as an attachment resumes of main principles, or other information which will bear on the experience and credibility of the development entity.

Established in 2018, New Mexico United competes in the United Soccer League - Championship (USL), currently sanctioned as Division 2 by the United States Soccer Federation (USSF). Only Major League Soccer (MLS) holds a higher sanction. The Team currently plays its home matches at Isotopes Park and owns and operates a practice facility at Mesa Del Sol.

Soccer stands as the world's most popular sport, boasting over 3.5 billion fans globally. In the United States, soccer's popularity is growing at three times the rate of its closest major sport competitor. The USL plays a pivotal role in this growth trajectory.

Albuquerque possesses a rich sports culture, with loyal fans supporting various teams like the University of New Mexico Lobos and the AAA Minor League Albuquerque Isotopes.

New Mexico United has exceeded expectations, drawing over 700,000 attendees between 2019 and 2023. The club averaged 9,619 fans per game in 2023, which placed it fourth among USL teams despite the Albuquerque MSA having one of the smallest market sizes in the league. The Team also achieved an opening day attendance of over 11,000 fans in 2024, demonstrating its growing popularity.

New Mexico United has not only excelled in attendance, but also in brand recognition, leading apparel sales in the league since its inception. Corporate sponsorships have also flourished and topped the league. Albuquerque's expanding economy, marked by large investments from major companies like Netflix, Amazon, Maxxeon Solar, and NBC Universal, underscores enormous growth potential.

Key organization leaders include:

Peter Trevisani

Owner & CEO

Peter Trevisani is the first Club President, CEO and majority owner of New Mexico United. He is motivated by a commitment to community, a love of competition, and a concrete belief that soccer can pave the path to meaningful growth and increased positive outcomes in the state of New Mexico.

Born just outside of Boston, MA, sometime between the Boston Tea Party and Tom Brady being drafted, Peter attended Boston College where he played the other kind of football: American Football. After graduating, and attempting to go pro in Italy, he spent three years building personal computers for small businesses in Boston before trading in his floppy drives for a calculator and embarking on a successful career in finance. After an MBA from Columbia University, a stint in London and then a move to Santa Fe in 1999, he retired as a Partner at Thornburg Investment Management.

After leaving Thornburg in 2015, Peter wrote down five things he loved, including immersive theater and health and fitness. His passion for immersive theater led to an early investment and advisory work with the Santa Fe-based art collective Meow Wolf. His passion for health and fitness inspired "Project 47," a self-induced fitness challenge where Peter worked out for 47 days in a row, but each workout involved a different fitness discipline. This challenge led Peter to some familiar workouts such as CrossFit and mountain biking, but it also found him in some less comfortable environments, such as a water aerobics class and playing dodgeball with the 6th grade class at his son's school.

Peter also listed the word “Community.” It was this single word that inspired him to lead a group of like-minded individuals who shared his vision to inspire and elevate fellow New Mexicans. And the medium for this change and inspiration became soccer. Peter sees this Team as a vehicle for community engagement and the catalyst for beneficial change. The Team competes at an elite level, with the foundational goals of winning the USL and Open Cup, but beyond that, it will overtly, and positively improve the self-worth of his home state.

When he is not focused on community, health and fitness, immersive theater, music or learning, Peter can be found with his wife of 20 years Wendy, three generally well-behaved kids, Blake, Luke and Pierce, and two giant Leonbergers, Barcelona (aka: Beezus) and Goose.

Ron Patel
President

Ron Patel is the President of New Mexico United. After co-founding New Mexico United in 2018 with the club’s Majority Owner & CEO Peter Trevisani, Ron helped guide the Team to become the USL league leaders in attendance and merchandise sales as its Vice President of Sales. After a brief stint away from New Mexico, overseeing a Sports and Entertainment group in McAllen, TX, Ron and his family returned home to New Mexico in 2021. Ron and Peter “got the band back together” in January of 2022, with Ron returning as New Mexico United’s Chief Business Officer. Ron was promoted to President of the club in January of 2024, a role in which he proudly serves through the present day.

In 2006, prior to his sports career, Ron became an entrepreneur by forming "Just Dine In," a multi-restaurant delivery service. Starting in Albuquerque, his company merged with a Portland, OR based Delivered Dish in 2013. A couple of mergers and acquisitions later, the company grew to seven markets in the Western United States. Publicly traded GrubHub purchased the budding company in late 2015 when Ron exited the organization. Ron founded Albuquerque Sol, an amateur soccer club, in 2013 before turning to the formation of what would become New Mexico’s first professional soccer franchise.

Ron was born in Liverpool, England and is still an avid fan of his beloved hometown team, Liverpool FC. Ron is married to Isabell and is a proud stepfather to Jose (29), Dominique (26), their newborn baby girl Nadia (whom Ron and Isabelle adopted in October of 2023) and a small but loud Yorkshire Terrier named Rocky.

Clint Gray

Vice President, Business Development & Facilities

Clint Gray is the Vice President of Business Development & Facilities for New Mexico United. Clint brings over 25 years of experience from the banking sector, where he cultivated his expertise in financial management, strategic planning, and operational efficiency. Leveraging this extensive background, Clint orchestrates a multifaceted approach to drive growth with New Mexico United.

Clint transitioned from his previous role as Director of Corporate Partnerships from March 2020 to December 2023, a role in which he demonstrated exceptional leadership in managing a diverse portfolio of over 80 partners, culminating in the generation of more than \$4 million in revenue. His tenure was distinguished by his adept negotiation skills and strategic acumen, which enabled him to forge strong alliances and cultivate mutually beneficial relationships.

As Vice President of Business Development & Facilities, Clint continues to focus on corporate partnerships while also ensuring the smooth functioning of facilities.

His attention to detail in facilities management also extends to budgeting and resource allocation; ensuring that expenditures are optimized while meeting the needs of the organization; and fostering a physical environment that supports the company's goals and enhances the overall employee experience.

Clint is known for making a positive impact, helping the company grow, and adapting to change.

Outside of work, Clint is married to Jamie and is the proud father to Tevin (30), Tylor (28), Taylin (26), Landon (19), and Paxton (15). He is also a loving stepfather to Moth (18) and Taylor (13). Clint's dedication to his family fuels his drive for success, balancing his professional achievements with personal fulfillment and happiness. His leadership style, shaped by professional expertise and personal values, positions him as a respected figure in both his professional and personal communities.

David Wiese-Carl

Vice President, Media & Impact

David Wiese-Carl serves as the Vice President of Media & Impact at New Mexico United. Wiese-Carl's leadership has spanned community engagement and communications across various sectors. His career began as a television reporter in West Virginia, where David earned recognition for investigative journalism, including multiple Emmy nominations and the prestigious Edward R. Murrow Award for Journalistic

Excellence. He later served as a lead anchor in both West Virginia and Ohio before relocating to New Mexico in 2016.

During his time in the state, David's contributions were celebrated with multiple awards from the New Mexico Broadcaster's Association and additional Emmy nominations. As Director of Communications for the New Mexico Office of the Attorney General, he played a pivotal role in crisis communication efforts that safeguarded public safety.

David's lifelong passion for soccer led him to co-found and lead New Mexico United's largest supporters group, The Curse, significantly shaping the local soccer community. Since joining New Mexico United in 2020 as Director of Communications & Fan Experience, he has spearheaded the Team's achievements in communications, broadcasting, social media, and marketing efforts within the USL landscape, collaborating closely with the Team's six active supporters groups.

In January 2024, David was appointed Vice-President of Media & Impact, a role that reflects his deep commitment and contributions to New Mexico United. His dedication to uniting people through sports and community initiatives continues to drive his impact within the organization. David is a proud son of Philadelphia, a loving husband to Chanel, and a devoted dog dad to Olivia, Whiskey, and Henry.

Full current leadership team listed at: <https://www.newmexicoutd.com/frontoffice/>

Key future leadership and management hires include:

- Chief Administrative Officer
- Chief Business Officer
- VP of Stadium Operations
- Director of Finance
- Director of Marketing

B. Tax Issues

Please provide a statement declaring that the applicant has no outstanding substantive federal, state or local tax issues. If, however, there are pending issues, thoroughly describe all issues and their status.

There are no outstanding substantive federal, state, or local tax issues.

C. Information Concerning Products and Process

Identify the products and/or processes involved with this project. Specifically

address the question of whether the proposed development will generate air, noise, or waste pollution or traffic congestion. Include any plans for the reduction and disposal of waste and/or project emissions. Describe the general types of traffic patterns expected, and parking needs.

New Mexico United planned the proposed project development to mitigate light and sound pollution to the surrounding neighborhoods to the greatest extent possible. Impact analyses based on specific project design criteria and environmental modeling show that the proposed design will fall within acceptable parameters. The construction of this project will initiate the installation of additional new landfill gas monitoring wells around an adjacent old landfill site near the south boundary of the project, further improving safety year-round for all visitors to the park. Furthermore, the regrading and repaving of the parking lot to the north of the stadium site along with stabilization of the surrounding steep escarpment areas will improve long-standing water runoff issues, allowing for greater water retainage and percolation during storms while reducing surface runoff.

A comparative traffic analysis for the project shows that the existing infrastructure will be adequate to serve peak events at the stadium. The stadium will utilize existing parking and traffic access systems at Balloon Fiesta Park, which accommodates nearly 100,000 visitors per day during the International Balloon Fiesta. A peak event at the stadium will draw approximately 12,000 fans (3,000 cars). The Team will utilize traffic control policies before and after games to ensure safe ingress/egress at the site, while also ensuring no vehicles cut through sensitive neighborhoods.

See Attachment: Combined NM United Noise Study Report_Final.pdf

See Attachment: United Lighting Exhibit Data.pdf

See Attachment: BFP United Traffic Comparison Memo.pdf

See Attachment: Nazareth Landfill Report.pdf

D. Competition

Please describe any competition in the same area of commerce or industry existing in the City. Since the Development Commission and City Council do not wish to make industrial revenue bonds, with their associated tax abatements, available for projects with local competition, this statement is very important.

New Mexico United does not have any direct competition in Albuquerque, as there are no other professional soccer franchises operating. There are also no existing stadiums with comparable layout, capacity, and amenities to what is proposed for this project. Indirect competitors fall into two categories: sports teams and stadiums and entertainment venues:

PROFESSIONAL AND MAJOR COLLEGIATE SPORTS TEAMS

1. **Albuquerque Isotopes:** The Isotopes are a minor league professional baseball team and Triple-A affiliate of the Colorado Rockies (MLB) currently playing in the East Division of Triple-A West. The Isotopes were formerly members of the Triple-A Pacific Coast League, and the team was organized into the Triple-A West due to the restructuring of Minor League Baseball in 2021. The team was initially founded in 1985 as the Calgary Cannons, the Triple-A affiliate of the Seattle Mariners (MLB). In 2001, ownership of the Calgary Cannons signed a letter of intent to sell the team to an ownership group from Albuquerque contingent upon voters in New Mexico approving a referendum to develop a new ballpark. In 2003, the Cannons relocated to Albuquerque and were renamed the Albuquerque Isotopes. The team was affiliated with the Miami Marlins (MLB) from 2003 to 2008 and the Los Angeles Dodgers (MLB) from 2009 to 2014. The Isotopes have been the Triple-A affiliate of the Colorado Rockies (MLB) since 2015. The team has won three division titles in 2003, 2009, and 2012. The Isotopes currently play their home games at Rio Grande Credit Union Field at Isotopes Park.
2. **Duke City Gladiators (Rio Rancho):** The Gladiators are a professional indoor football team currently playing in the Indoor Football League (IFL). The team was founded and began play in 2015 as a member of the Champions Indoor Football (CIF) league. The team originally planned to join the X-League Indoor Football, but due to financial and geographical considerations, the team instead joined the CIF. The team is owned by Duke City Entertainment Group, Inc., which consists of several investors including Gladiators Founder and General Manager Matt Caward as well as Co-founder and Head Coach Dominic Bramante. The Gladiators won two CIF Championships in 2018 and 2019 prior to joining the IFL in 2020. The Gladiators made their IFL debut in 2021. The Gladiators played their home games at Tingley Coliseum in 2021-2022, then relocated to the Rio Rancho Event Center in 2023.
3. **New Mexico Runners (Rio Rancho):** The Runners are a professional indoor soccer club competing in M2, a developmental league to Major Arena Soccer League (MASL). M2 was founded in 2017 with the mission to "provide an outlet for teams to either reorganize for a re-emergence in the MASL or an avenue for teams to compete in smaller markets in hopes of rising to MASL status." The Runners were founded by local businessmen Andres Trujillo and his father Edwin Trujillo in 2018 and became New Mexico's first professional indoor soccer club. The Runners play their home matches at Rio Rancho Events Center.
4. **New Mexico Bullsnares:** The Bullsnares are a semi-professional basketball team currently playing in the ABA's Far West Division. The ABA was founded in 1999 and bears no relation to the original ABA which merged with the NBA in 1976.

The Bullsnares joined the ABA in 2019 under the leadership and ownership of Nick Lourenco. The team mainly consists of local talent from New Mexico and the Southwest region. The Bullsnares play their home games at various locations around Albuquerque and Rio Rancho, primarily high school gymnasiums and community facilities.

5. **University of New Mexico Sports:** University of New Mexico fields 16 varsity athletics programs (seven men's teams and nine women's teams) that generally compete in the Mountain West Conference. Men's programs include baseball, basketball, cross country, football, golf, tennis, and track & field. Women's programs include basketball, cross country, golf, soccer, softball, swimming & diving, tennis, track & field, and volleyball. UNM men's soccer team competed from 1983 to 2019. Despite the soccer team's success, the University cut the program along with three other varsity programs due to a budget deficit. The team competed in Conference USA winning four Conference Tournament Championships and made 12 NCAA Tournament appearances from 2001 to 2016 (the team was national runner up in 2005 and made a Final Four appearance in 2013). In 2018, the team had an average announced attendance of 1,081 (32nd in the NCAA). UNM women's soccer team has won three regular season Mountain West Conference Titles (2011, 2012, and 2018) and one Conference Tournament Championship (2011). The women's team has made two NCAA postseason appearances (2010 and 2011). In 2018, the team had an average announced attendance of 846 (31st in the NCAA). UNM men's and women's basketball regularly rank in the top 25 nationally for attendance. UNM has won three NCAA team national championships: two in Women's Cross Country (2015 and 2017), and one in co-ed skiing in 2004 (team was discontinued in 2019).

ENTERTAINMENT VENUES

The following venues host sporting events and other events that may overlap with the proposed uses of the New Mexico United stadium.

Venue	Capacity	Year Built	Primary Tenant	Other Events	Key Amenities
Rio Grande Credit Union Field at Isotopes Park	13,279 (11,124 fixed capacity)	2003	Albuquerque Isotopes	Current home of New Mexico United	30 luxury suites, 661 club seats
Isleta Amphitheater	15,500	2000 (ren. 2009)		From 2015-2019, estimated 16 events per yr	68 VIP suites
Rio Rancho Events Center	7,000	2006	Duke City Gladiators, NewMexico Runners	Various concerts and other events	30 luxury suites, 500 club seats
Sandia Amphitheater	4,000	2005 (ren. 2018)		Various concerts	
Tingley Coliseum	11,571	1957			Since 1999, renovations and upgrades at Tingley Coliseum have totaled a reported \$9.6 million
Branch Field at University Stadium	39,200	1960 (ren. 2004)	UNM Lobo Football		
University Arena (The Pit)	15,411	1966 (ren. 2009)	UNM Lobo Basketball (men's and women's)		40 luxury suites, 365 club seats
UNM Soccer and Track & Field Complex	6,200	1985 (ren. 1996)			

Smaller stadiums and facilities include:

1. Johnson Gymnasium - capacity of 4,000
2. Santa Ana Star Field - capacity of 3,500
3. Lobo Softball Field - capacity of 1,500
4. McKinnon Family Tennis Stadium / Linda Estes Tennis Complex - capacity of approximately 1,000
5. Indoor Track at the Albuquerque Convention Center - capacity of 2,000
6. Wilson Stadium - capacity of 5,800; shared high school football stadium
7. Milne Stadium - capacity of 6,000; shared high school football stadium
8. Nusenda Community Stadium - capacity of 7,000; shared high school football stadium
9. Other community-use recreational facilities and high school football stadiums

While other sports franchises and entertainment venues exist in Albuquerque and surrounding area, a New Mexico United Stadium will fill a unique role in the city and is not anticipated to disrupt business from other venues or organizations. In 2023, United had an average attendance of 9,619 fans per game. This number is anticipated to hold roughly steady in the new stadium, meaning that the landscape for professional sports attendance will not significantly change from the current state.

Other events hosted by the stadium will largely be additive to the state's entertainment offering portfolio rather than redistributive. No other stadium is equipped to host major professional sporting events beyond the City's current event portfolio. In addition, a mid-sized outdoor concert venue with the flexible, configurable layout offered by a soccer stadium footprint does not exist in the City.

E. Effect on Existing Industry and Commerce During and After Construction
Describe the predicted effects of the project including construction jobs generated, increased employment, increased sales, new industrial base, possible spin-off business, etc.

Once the City delivers the pad-ready site, the construction phase for the stadium will last approximately 18 months. Construction activities will be sequenced so as not to conflict with the Exclusive Use period of time that AIBF needs leading up to and immediately after the Balloon Fiesta (part of September and the first half of October). During the 18-month construction phase, we estimate that \$9.7 million will be spent directly on local labor, generating up to 310 construction jobs, with the potential to increase depending on final stadium design.

Once the stadium is completed, we project total employment of 120 full-time roles, as well as over 130 temporary and seasonal roles to staff New Mexico United matches and other stadium events. This represents significant growth from the current New Mexico United operations, primarily through additional activities the stadium will enable, including non-soccer events (concerts, festivals, etc) and the launch of a professional women's team. These additional activities are expected to generate a combined \$20 million in additional annual revenue at full scale.

New Mexico United's current payroll is \$3.9 million annually, including players, technical staff, front office staff, and temporary roles. The stadium will enable the organization to grow its employment and payroll by an estimated 6% each year. Future annual payroll is projected to reach \$9.2 million by the end of the third full year of stadium operations, including:

- \$2.80 million for New Mexico United men's team and technical staff (including some positions shared between men's and women's team)
- \$1.25 million for New Mexico United women's team technical and player wages
- \$4.16 million for front office operations serving the two professional teams and stadium operations
- \$0.99 million for temporary and seasonal event staffing

Stadium events will also draw out-of-state tourism, particularly in the form of fans from opposing teams who travel to New Mexico to support their hometown players, spending money not just on game tickets, but on lodging, meals and entertainment in the region.

F. Land Acquisition

Indicate if IRB proceeds will be used to acquire land, and whether land is presently owned by the applicant, or is under option.

The IRB proceeds will not be used to acquire land. The City owns the stadium site and will remain the site's owner over the organization's term operating the stadium, after which the City will assume full ownership of the stadium for \$1. In September 2023, the organization and the City entered a 30-year lease agreement ensuring the organization's ability to construct and operate the stadium in mutual collaboration with the City. The organization is responsible for the stadium's financing, construction, and operation. The lease term begins upon the organization securing a certificate and permit of occupancy, at which point the organization will rent the stadium site for \$35,000 each year, with annual increases up to 2%. The lease term is 30 years followed by two optional 15-year terms.

G. Description of Proposed Development

Provide a detailed description of the Project. Describe the construction to be undertaken in the project, including square footage, construction type, and location of construction on the project site. Indicate whether existing buildings on the site will be rehabilitated or incorporated in the construction, and a description of the type and amount of additional investment planned. Detail any demolition which will be required by the project, and indicate whether demolition involves any identified historic properties. If possible, attach a conceptual site plan and elevation (alternately, these may be presented at the Development Commission hearing).

This project is more than just a stadium. It is an icon of the best of New Mexico. From the energy of the sport, to the food, art and people, each experience will point toward the uniqueness of this community. The facility will also be designed to allow for community use that extends beyond New Mexico United soccer matches. It will be a place that New Mexicans can come together for youth sports, family events, festivals, music, and art.

The stadium construction will develop a multi-purpose sports facility on its 7-acre leased site and will be a catalyst for overall site improvements within the park, including a total of 25 acres of grading and drainage, paving, and landscape improvements across the existing east parking lot the stadium is located within.

See Attachment: Conceptual Site Plan.pdf

See Attachment: EPC Project exhibit drawings.pdf

Building Area:

140,500 square feet of total occupied space including the seating bowl, view terraces, plazas, and open-air concourses.

Construction Type: II-B

Demolition:

An existing Verizon equipment building will be relocated as part of the site improvement coordination efforts. The new location will be planned to work in conjunction with the stadium location and coordination efforts among COA, Verizon and Team have been established.

Historic Properties:

As the site was a former gravel quarry, no historic or archeological materials exist at the site.

H. Infrastructure

Indicate if the Project will require any extension or relocation of utility or road systems. If additional infrastructure is required, what cost sharing agreements have been reached between the applicant and the city or the water utility authority? Are there any needs for substantial additional electric, gas, or communications infrastructure, and how are they being addressed?

Infrastructure improvements at the site are currently being coordinated with the City and AIBF. City-led infrastructure improvements consist of:

- Incorporation of conduits for data lines to serve the stadium as part of larger Balloon Fiesta Park infrastructure improvements due west of the site
- Extension of SAS, water, and gas lines to the edge of the leased project development site
- Extension of PNM electrical service along Balloon Fiesta Parkway and terminated at a transformer near the edge of the footprint of the stadium
- Burying existing low-voltage power lines along the Magic Avenue, running along the west side of the leased project site
- Modification of existing easements related to the existing high-voltage power lines
- Installation of Landfill gas monitoring probes as part of the Landfill Gas Mitigation procedures being coordinated with the Environmental Health Dept.

I. Area Enhancement

Describe how project design, placement and development will enhance the surrounding area.

The stadium is meant to serve as a catalyst for additional development of Balloon Fiesta Park. The park's master plan calls for additional, mixed-use applications at the park that enhance the International Balloon Fiesta and the multitude of events that happen at the park each year. Considering the stadium as just one phase, there is an opportunity to see additional public and private investment in the park for decades to come.

Such improvements could further enhance the park, beautify the adjacent park landscape and improve accessibility overall; support Balloon Fiesta and improve year-round

programming to the park; attract local businesses; support youth sports programs, and local arts; and improve the overall quality of life for the surrounding community and the entire state.

J. Local Purchasing

Please provide an estimated annual expenditure of goods and services locally procured that are subject to the New Mexico gross receipts tax, and an estimated annual increase in such an expenditure.

Throughout its history, New Mexico United has been committed to local procurement whenever possible. In 2023, the organization purchased an estimated \$1.73 million in goods and services from Albuquerque area businesses subject to local GRT, including over \$200,000 on local apparel and printing; \$75,000 on local multimedia and production; \$40,000 on local food; and over \$250,000 on services from accounting, legal, and other New Mexico-based professional firms.

With the opening of full stadium operations including a women's team, annual local spending is projected to increase to \$3.44 million initially, growing by 6% per year on average.

K. Water Conservation

Estimate average daily and monthly water consumption and include any plans for the conservation, reduction or re-use of water.

Best practice water conservation strategies will be used in the design and planning of the stadium as well as the surrounding site improvement areas.

L. Relocation of Individuals or Businesses

No individuals, families or businesses should be displaced by the activities outlined in this plan. If any relocation is required, detail the assistance the applicant will give in relocation.

No individuals, families, or businesses will be displaced by the activities outlined in this plan.

M. Number and Types of Jobs Created

Identify the number and type (i.e., professional, clerical, assembly line, etc.) of

permanent jobs which will be created in the project. If any existing jobs are to be retained to the project site, describe separately. Please include the wages of all positions to be created.

The New Mexico United organization is expected to employ 120 full-time employees, as well as an estimated 136 event-based and seasonal staff. Of these 120 full-time staff, 67 will be retained from the current organization, and 53 will be new. New job types will be:

Job Type (new roles only)	Number of Positions	Salary Range
VP / Director	6	\$90-125,000
Organization Operations Management	3	\$50-80,000
Organization Coordinators and Assistants	6	\$35-60,000
Stadium and Event Operations Management	3	\$75-80,000
Stadium and Event Operations Coordination	7	\$35-40,000
Technical: Head Coach	1	\$150,000
Technical: Assistant Coaches and Staff	5	\$30-75,000
Technical: Players	22	\$25-\$75,000
TOTAL NEW FULL-TIME POSITIONS	53	
Stadium Operations Staff: Event-Based	136	\$15-25 / hour

Event-based staff roles include event day security, ushers, retail associates, cleaning crew, technology operations, and other hospitality staff.

The following questions must also be answered:

- 1. What percentage of the permanent new jobs is expected to be filled by current Albuquerque area residents, as opposed to people relocated from elsewhere?**

Aside from coaching staff and players,, we anticipate that 90% of permanent new jobs will be filled by current Albuquerque residents.

2. Will jobs benefit low- and moderate-income residents?

Approximately 95% of new positions will be available to people without college degrees.

3. Will the jobs meet or exceed median wages for the industry within the community?

Projected wages for new positions are competitive with comparable roles at other Albuquerque event- and entertainment-focused businesses.

4. Will the jobs match skills of current city residents?

In our experience, the Albuquerque labor pool has the available skills to perform most jobs. The Team is committed to prioritizing the local labor market to fill the majority of staffing needs. In addition, New Mexico United has a demonstrated commitment to upskill the local labor pool to fill positions jobs from players to coaches to the front office. The New Mexico United Academy, a U23 team, has produced two local players signing full-time contracts with the Team, as well as the development and training of a professional quality local coaching pool. Programs such as New Mexico United's Diversity Fellowship, front office internships, and partnership with the University of New Mexico to source and train employees, have also enabled the Team to hire local talent across the spectrum of available positions. This commitment to local sourcing, hiring, and training will be magnified when the stadium is in operation.

5. Will new employees be trained to fill the positions?

We have a documented onboarding and training process for new employees, which will be implemented across all new roles.

6. What stated advancement opportunities are there?

All full-time staff positions will have the opportunity for advancement in their respective departments (finance and administration, marketing and creative, merchandise, revenue and partnerships, and technical).

7. Will "Job Training Incentive Program" or other job training programs be used?

We anticipate making use of the JTIP program and other programs that may be relevant to each position.

8. Will at least 50% of health insurance premiums be covered for employees?

After 60 days of service, all regular full-time employees are eligible to participate in the New Mexico United health plan. The Team offers two different elective health plans for

both the front office staff and players. This policy will remain in effect after completion of the stadium project.

N. Corporate Citizenship Policy/Plan

List any company policies/plans regarding the promotion of donations and volunteerism policy.

All New Mexico United technical and front office employees are engaged in the promotion of positive outcomes for New Mexicans through their participation in Somos Unidos Foundation initiatives and projects (detailed in Section O).

Players under contract with the Team are expected to participate in volunteer engagements such as youth organizational visits, projects and programs, skills shows, talks, speeches, clinics, or hospitality or promotional events. Front office employees participate in planning, facilitating, and contributing to these types of engagements, as well as taking part in positive school and youth programming, supply donation drives, and other volunteer opportunities.

O. Positive Contributions

List all positive contributions that the project will make to the neighborhood.

New Mexico United endeavors to drive positive change that reaches far beyond the confines of the soccer field. Through a dedicated focus on unity and inclusivity, the organization aims to inspire collective action for societal progress, including economic development, job creation, and enhanced social welfare. This commitment motivates New Mexico United to **Unite**, **Engage**, and **Elevate** the community through a variety of impactful initiatives and themed events:

- **Unite:** Since 2019, New Mexico United has utilized its platform for impactful in-stadium activations and meaningful theme nights, which are aimed at letting every New Mexican know that they are a welcome addition to the New Mexico United family, and that the world of sports, which has not traditionally been a welcoming place for those from marginalized communities, has a place for them.

These events and theme nights include, but are not limited to:

- **Celebración de Nuevo Mexico/New Mexico True Night** - Our celebration of all things New Mexican! has included hot air balloons; New

Mexican tattoo artists; New Mexican food trucks; live music from New Mexican bands and DJs; the National Anthem sung by New Mexican legends like Al Hurricane Jr. and Toni; pre-match elements from New Mexicans who represent the state pride and spirit, including Poet-Laureate Hakim Bellamy, NFL player Zach Gentry; and more.

- **Pride on the Pitch** - New Mexico United's celebration of our LGBTQ+ community. Activities include a pre-match drag show in the tailgate lot; highlights of New Mexican trailblazers in the LGBTQ+ community; seasonal Pride merchandise; and participation in the Prideraiser program, wherein fans and staff make a per-goal-donation to local LGBTQ+ non-profits throughout the month of June. In addition, proceeds from the sale of our Pride merchandise are donated to local LGBTQ+ nonprofits such as Casa Q, GLSEN, the New Mexico Transgender Resource Center and others.

- **Soccer Salutes Service/4th of July Celebration** - Each season, New Mexico United honors America and our nation's veterans with either or Soccer Salutes Service Night, a Memorial Day Remembrance, or a 4th of July Celebration, depending upon when our matches are scheduled. In 2024, United hosted both a Soccer Salutes Service Night and a 4th of July Celebration. These evenings are simultaneously reverent and celebratory in nature. Fans are invited to submit names and photos of their loved ones who have served or are currently serving in the United States Armed Services to be honored on the video board throughout the match. In addition, the Team collaborates with local military personnel to bring in National Anthem and Taps performers to honor our military. The Team has also facilitated multiple military homecomings, bringing the surprise of a lifetime to reunite New Mexican families with a loved one serving overseas. In addition, the Team has worked alongside the United States Citizenship and Immigration Services Department to host a once-a-year Naturalization Ceremony on the field. More than 200 individuals have been surrounded by their New Mexican family as they take the oath to become US citizens before a crowd of thousands.

- **Noche de la Gente/Hispanic Heritage Night** - United proudly honors our Hispanic/Chicano community each season with a night focused on Hispanic pride. Activities for this evening include on-field recognition for leaders in the Hispanic community; exciting identity-focused merchandise such as the Mexican Shield United Flag; updated in-stadium playlists, DJs

near entrances; Flamenco and Ballet Folklorico dancers performing for fans; Mariachi artists performing on the concourse, and more.

- **Juneteenth/Celebrating Black Excellence Night** - Much like Noche de la Gente focuses on celebrating the Hispanic community in New Mexico, our Celebrating Black Excellence Night is a celebration of the Black community in the Land of Enchantment. Activities include a free pre-match soccer clinic for children. Each season, New Mexico United and the Somos Unidos Foundation work alongside Black-led organizations to create an accessible, welcoming space. This clinic includes instruction from United players and coaches, free food from Black-owned food trucks for kids, free haircuts, terrific giveaways of player cards and T-shirts, and much more. On matchday, each child who attended the clinic – and their parents – receives a free ticket to the match, to cheer on the very players who worked alongside them at the clinic.
- **Everyday Heroes Night** - This theme night came about as a result of the 2020 pandemic. Created as a method to honor those within our community whose efforts – while crucial to our everyday lives – are often overlooked. Honorees often include teachers, sanitation workers, food service workers, law enforcement, firefighters, doctors and health care workers, municipal service employees, truck drivers, and more. Groups of employees from organizations and businesses like these are welcomed to the match with discounted tickets that also include proceeds donated to their organization to help continue their incredibly important work. These vital members of our community are also honored on the video board throughout the match.
- **Inspiring Women’s Night** - A new effort in 2024, New Mexico United is excited to honor the women who have built the foundation of our community for generations. Our Inspiring Women’s Night will include a pre-match Women In Sports/Women In Business panel; pre-match elements honoring incredible female New Mexican leaders; partnership with women’s health and women’s rights organizations and more.
- **School’s Out Night** – The Team’s opportunity to celebrate the summer with students, teachers, faculty, staff and families. This night brings together people from across the education landscape to celebrate another year of accomplishments and achievements. Activities include a teacher-of-the-year recognition ceremony on the field and family-focused tailgating with dunk tanks, BBQ, live music, and more.

- **Non-Profit Night** - A celebration of non-profit organizations from across all spectrums of New Mexico society, ranging from supporting families of veterans, to environmental impact, social justice initiatives, and disease prevention. Inspired by the Team’s previous work alongside the ALS Association, the event brings together dozens of non-profits who do incredible work in New Mexico, to provide them with a platform to discuss their efforts, recruit volunteers and additional support, and continue to make New Mexico a better place for all.

- **Indigenous Peoples Night** - Alongside Noche de la Gente and Celebrating Black Excellence Night, another of United’s “Heritage Nights” is Indigenous Peoples Night, which celebrates the Native communities that have been here far longer than any soccer team, city, state, or nation. Activities include honoring of incredible Indigenous leaders in our state, traditional drum and dance performances that serve as educational opportunities for fans, and a distinct focus on two important pieces of every United New Mexico matchday: The NB3 Foundation Flag Run and Land Acknowledgement. The Flag Run is an opportunity for kids from the Notah Begay III Foundation to run flags around the field prior to the match – promoting health and fitness for Native kids. This leads directly into the Land Acknowledgment that happens before every match. As the Flag Run ends, the kids plant a flag in the middle of the pitch, and together with fans in the stadium take a moment to honor the land that we play on, and the Indigenous people who have stewarded it throughout the generations before us.

- **United in Health Night** - An opportunity to honor doctors, nurses, and health care workers who keep New Mexicans happy and healthy, and to highlight New Mexico United’s growing health-based initiatives through the United in Health Program. (See below for more details on this program.) United in Health Night welcomes health-based organizations to provide free screenings, medical consultations, and resources for every New Mexican, aimed at preventing disease, promoting physical and mental fitness, and serving our community.

- **Kick Out Cancer Night** - New in 2024, Kick Out Cancer Night brings together cancer-fighting organizations to provide resources for New Mexicans battling or at-risk for all types of cancer. Activities include video board presentations honoring those lost to cancer, as well as those

currently fighting, free mammograms and skin cancer screenings, a specialty jersey to be worn by players during the match and auctioned off after the match to raise money for cancer-fighting organizations, and much more.

- **Engage:** New Mexico United consistently engages local people and businesses to contribute to the growth of a better community.

Some of the ways that United accomplishes these goals include:

- **Partnerships** - New Mexico United is proud to partner with 79 businesses, organizations, and departments. Of these corporate partners, 57 are New Mexican owned and operated. In addition, 14 local organizations participate in our business-to-business packages, which include networking opportunities, tickets to matches and more.

While other professional sports teams search for high dollar, out-of-state partnerships to carry them through each season, New Mexico United is proud to partner with New Mexico businesses first, supporting local business owners, operators and employees, and keeping our dollars in the Land of Enchantment.

The clearest representation of this can be seen on our jerseys. While other clubs in the USL Championship sport front-of-jersey partners like Coca-Cola, Toyota, or Chevrolet, New Mexico United has taken a different approach: The Team has split out their jersey assets in an effort to make them more affordable for New Mexico business owners. Jersey sponsors are local companies that represent some of the state's strongest sectors such as dining, travel and the arts. They are: Meow Wolf (front of home jersey); Sandia Resort & Casino (front of away jersey); Visit Taos (front of third kit); Vara Wines (back of home jersey); Bosque Brewing (back of away jersey); Ex Novo Brewing (back of third kit); and Duke City Cares (sleeve sponsor.)

- **Volunteerism** - New Mexico United is proud to donate its time, energy, and effort to making the Land of Enchantment a better place every single day. Those efforts span various areas of direct need and support including organizing supply drives for New Mexicans impacted by natural disasters; volunteering at local food banks; and restoring local parks in an effort to make soccer more accessible to New Mexican kids.

Recently, the Team called upon fans, local businesses, and everyday New Mexicans to support people in need following the horrific fires in Ruidoso. Over the course of two weeks, the community responded with gusto, donating more than 6,000 pounds of food, water, hygiene products, diapers, pet food, clothing, and more. New Mexico United drove box trucks to Ruidoso to distribute the donations. This is just one example of the way that the Team is proud to leverage its platform for societal betterment.

- **Supporters Groups** - Perhaps the most obvious representation of New Mexico United's ability to bring people together is through the creation of its six supporters' groups. These volunteer-led organizations work alongside the Team to better the lives of every person they touch and rally team spirit. The Curse, Galactic Ambassadors, Black Diamonds, La Maldicion, Los Cursitos, and Sektor 114 are independent, volunteer-led organizations that – in addition to creating terrific atmosphere at United matches – bring people together to cheer for their team and support their state.

- **Elevate:** New Mexico United is dedicated to elevating New Mexicans, with a focus on showing the rest of the world what our state and her people can accomplish together. Through the work of the Somos Unidos Foundation, the Team has generated programs that provide a platform for personal and societal growth. This programming includes, but is not limited to:
 - **The New Mexico United Academy** - The New Mexico United Academy is an anomaly in the world of youth soccer development. American youth soccer operates under what is commonly referred to as the “pay-to-play” system. Essentially, money often serves as a barrier to entry to the top levels of the youth game. Young players and their families are required to pay fees – often exorbitant ones – to participate in organized soccer programs. New Mexico United actively fights against this system and is the only program at this elite level to be provided completely free of charge through 100% scholarships provided by the Somos Unidos Foundation. The scholarships support travel, training, matches, equipment and all other expenses related to participation in this elite level program.

New Mexico United has shown that this can work at a high level, as well: In the three seasons of the existence of New Mexico United Academy, the

young players have qualified for the USL Academy Finals in Tampa each year.

In early 2024, superstar Trevor Noah created a five-part docuseries entitled *The World According to Football* and released on Showtime and Paramount+. The series focused on how soccer reflects society around the world. Each of the five episodes traveled to a different continent to take a deep dive into these reflections. Episode 2 of the series focused on New Mexico United Academy taking on the pay-to-play system and putting people ahead of profits.

Every Academy player is also held to rigorous academic standards and works directly with an on-staff educational liaison and mental health coach to help them discover what is next after soccer. For some players, the goal is going pro, but for many more that is finding the right college program for them. For others, it's career placement that sets them up for success. We are proud to help build young men that contribute to the growth of New Mexico.

- **The New Mexico United U-23 Program** - New Mexico has faced a longstanding problem of young people leaving the state, because they believe that there is no opportunity here for them. The New Mexico United U-23 program aims to help solve this problem by providing an outlet for college-aged New Mexican soccer players who are playing collegiately out-of-state.

This semi-professional team competes during the college summer break, allowing New Mexican players returning home for the summer to keep their skills sharp and compete at an elite level. United U-23's also does something unseen anywhere else in the soccer world: playing their home matches across the state in communities like Taos, Gallup, Roswell, Las Cruces, Santa Fe, Carlsbad, and other locations. The goal of this effort is to show the entire state that this club is for them. We are proud to be New Mexico's club.

- **The Diversity Fellowship Program** - A first-of-its-kind program in professional sports, the Somos Unidos Foundation's Diversity Fellowship Program aims to break down the barriers that keep sports from being an equitable space reflective of modern society. The program provides leadership development opportunities to people from marginalized

communities in the professional soccer industry, aiming to make boardrooms and sidelines as diverse as the communities they represent.

Since its inception, the DFP has been looked to as an inspiration, and has been adopted by other organizations across the country, and across sports. Even the USL Championship has adopted its own version of the Diversity Fellowship Program – exporting New Mexican values across the nation.

- **United in Health** - The Somos Unidos Foundation’s newest initiative, United in Health aims to create a healthier New Mexico, one day at a time. Programming through United in Health includes vaccination clinics (flu, Covid, etc.) that have inoculated hundreds of New Mexicans; the Move United 5k that got more than 100 fans up and running around the First Financial Training Center where New Mexico United trains every day; blood drives that have saved countless lives; free physicals for student athletes ahead of the school year; an annual health fair that provides health and wellness resources to New Mexicans; and health and wellness public service announcements aimed at creating healthier New Mexico citizens.
- **Community Clinics Program** - New Mexico United began holding community clinics before the Team ever played its first match. These free-to-attend clinics across New Mexico teach young children the fundamentals of soccer through fun drills with friends, encourage teamwork and pride in New Mexico, and typically include an art corner/cooldown station, as well.

New Mexico United and the Somos Unidos Foundation have offered more than 1,500 kids access to Community Clinics in dozens of towns, cities, villages, and pueblos across the state, with each child learning to love the game and themselves through instruction from the Team’s players, coaches, and staff.

- **New Mexico United’s Artist Series Program** - New Mexico is a land of incredible artistic talent, and New Mexico United is committed to bringing together art in sport in ways that have never been done.

The Team works with dozens of local artists who utilize its intellectual property to create terrific works of art, across various mediums. These pieces are then sold in the United Team Store with proceeds split between

the artists and the community impact work of the Somos Unidos Foundation.

- **School/Hospital Visits** - Since 2019, New Mexico United and the Somos Unidos Foundation have conducted more than 150 player and coach visits to more than 100 schools across New Mexico. These visits have included reading to kids, sharing experiences, playing at recess, signing autographs, and leading assemblies. Each time a player visits a school, they bring flags, posters, and additional Team memorabilia for teachers and staff to hang in their classrooms and offices, reminding students that they are in a safe, caring place.
- **Community Corner** - At every match in New Mexico United's history, the club has hosted what it refers to as the "Community Corner." This is an entire section of the stadium where nobody can purchase a single ticket. Instead, the Team gives tickets to deserving members of the community who achieve wonderful things and show the world what New Mexicans are made of.

Recipients of Community Corner tickets have included: Students with straight A's on their report cards; families of police officers; attendees of Community Clinics; families experiencing homelessness; newly-naturalized citizens; and many more. Since 2019, New Mexico United has distributed more than 15,000 Community Corner tickets, making sure that every New Mexican can afford to attend a United match.

New Mexico United's multifaceted approach not only enhances community cohesion but also showcases the potential of New Mexico on a broader stage. By embracing diversity, fostering engagement, and nurturing talent, the Team continues to embody the "Somos Unidos" spirit.

P. Management

Who will manage the project during development? Who will manage the Project's operations? If the project will be managed by someone other than the applicant, does the applicant have any long-range involvement?

The project will be managed by New Mexico United LLC both during the development phase and ongoing operations.

SECTION IV: PROJECT FINANCING

A. Cost of Improvement, Bond Amount and Private Financing

Provide the total cost of the improvements to be constructed and the amount of bonds requested. The amount requested should be no more than that needed to complete the project in addition to equity or conventional financing. Also provide the amount of private financing (equity or conventional financing) involved in this project; this may include the value of land and existing facilities, if relevant.

The total cost of improvements to be constructed will be \$40 million. The amount of bonds requested will be \$30 million, which will be funded by existing organization owners and additional independent entities.

B. Estimated Value After Completion

Indicate the estimated appraised value of the project after completion.

The total value of the project after completion is estimated at \$40 million, reflecting of \$30 million in private investment along \$10 million of public investment.

C. Feasibility

Present information to show that the project can reasonably be expected to generate sufficient revenue to liquidate the debt. This information may be an attached pro forma, and should be sufficiently detailed to show the assumptions on which the projections are based. However, a firm commitment to provide financing for the project will be considered sufficient evidence of feasibility, and no pro forma will be needed in such cases.

New Mexico United is committed to securing private financing of \$30 million for stadium construction. Once constructed, the stadium will generate sufficient operating margin to provide at least 2.0x debt service coverage. This projection is based on operating results consistent with what the organization has achieved to date, plus additional activities and revenue potential unlocked by the stadium. The commitments of project financiers will evidence the financial feasibility of the project.

The stadium will be an asset that will be activated for a diverse and consistent array of programming, benefiting Albuquerque through increased opportunities to bring residents together in a way that is financially sustainable for the organization and the city.

The operational growth of the organization through the activation of a professional women's soccer team and a multitude of other events will also lead to greater engagement and revenue potential for local businesses, giving them the opportunity to participate in and benefit from the Team's success. New Mexico United is committed to using the stadium to uplift residents, businesses, and nonprofits throughout the community.

D. Construction Schedule

Give the date of anticipated beginning and completion of construction.

The commencement of the construction for the stadium is contingent upon the City providing a "pad-ready" site. Once the stadium construction phase of the development begins the anticipated duration of construction is approximately 18 months.

E. Issuance of Bonds

Provide the anticipated date of bond issuance or a series of bonds.

The bond issuance will take place within nine months of the completion of the EPC process.

Attachments: Attach to the plan a map location of the project (you may use the base maps from the City Zone Atlas if you wish), and any other information as desired to supplement the plan. If you are attaching glossy or colored printed material, please submit 25 copies.

This Agreement (the “Agreement”) is made and entered into as of this ___ day of ____, 2023, by and between the City of Albuquerque, New Mexico, a New Mexico municipal corporation (the “City”), and United Athletic Club, a New Mexico limited liability company (“United” or “Tenant”).

RECITALS

WHEREAS, the City owns the Balloon Fiesta Park, located at the premises described on Exhibit A (the “Site”), which the City intends to renovate while maintaining and supporting the annual International Balloon Fiesta:

WHEREAS, United owns NM United, a professional soccer franchise that is a member of the United Soccer League and desires to privately finance the building of a multi-purpose stadium to benefit Balloon Fiesta Park and the community:

WHEREAS, United desires a location to build a multi-purpose stadium to enhance opportunities for sport and art in New Mexico, attract tourism to Albuquerque, create local and sustainable jobs, and to be a catalyst for enhanced public use and experiences at Balloon Fiesta Park, including to create a home for New Mexico United and a venue to host community events and entertainment experiences for New Mexicans:

WHEREAS, in 2020, 2021, and 2023, the New Mexico Legislature, appropriated funds for infrastructure to support a stadium in Albuquerque and designated the City as fiscal agent:

WHEREAS, United and the City desire that this Agreement shall set forth their full and complete understanding with respect to the subject matter contained herein and the terms and conditions under which United will (i) lease and occupy the Site; (ii) build and provide adequate security to City for the performance of United’s obligations hereunder; and (iii) schedule and play United’s home games and host other community events in the stadium:

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein set forth, City and United hereby agree as follows:

ARTICLE I. CONDITION PRECEDENT TO THE PARTIES’ OBLIGATIONS

Section 1.01. Agreement Date. This Agreement is effective and shall be binding on the parties (the “Agreement Date”) upon date of last signature.

Section 1.02. Conditions. This Agreement and the parties’ respective obligations contained herein are expressly conditioned upon (A) Tenant obtaining all necessary approvals from the United Soccer League, (B) Tenant obtaining private financing in an amount of at least thirty million dollars (\$30,000,000) to build a multi-purpose stadium at the Site, (C) Tenant securing Industrial Revenue Bonds by July 31, 2024, (D) the City’s infrastructure improvements to Balloon Fiesta Park as funded by the New Mexico Legislature, and (E) the City of

Albuquerque’s Environmental Planning Commission approving an amendment to the Balloon Fiesta Park Master Plan and approving a Site Plan.

ARTICLE II. LEASE OF PREMISES/TERM

Section 2.01. Demise. Unless otherwise terminated, effective on the Commencement Date, City hereby leases and demises exclusively unto Tenant, the Site (comprised of approximately seven acres within Balloon Fiesta Park and access to parking areas) described in Exhibit A, located in Bernalillo County, New Mexico, and all easements, appurtenances, covenants, privileges, access, utility, and solar rights, whether or not of record, belonging to or inuring to the benefit of City and pertaining to such land, if any, together with any adjacent strips, alleys, rights of way, public or private, open or proposed, and any street or road abutting such land (collectively, the “Land”).

Except as necessary to construct and operate the Stadium and appurtenances thereto, Tenant is not granted any air rights over or subsurface rights under the Land. Neither City nor Tenant will develop, permit any development of, or interfere in any way with any of the air rights or air space above the Land or any of the subsurface rights and space below the Land without the prior written consent of the other Party.

Tenant and City agree to develop the Stadium in a way that promotes synergy with and complements the Balloon Fiesta Park and agree to work together to ensure any Stadium events are coordinated and synchronized with the operations of Balloon Fiesta Park and timing each year and look for opportunities for the Stadium to enhance the park and the Albuquerque International Balloon Fiesta experience for the public. Unless otherwise agreed to with Albuquerque International Balloon Fiesta (“AIBF”) and the City, Tenant may not hold home soccer games at the Stadium during the AIBF, typically held in October of each year, except that nothing herein shall prevent Tenant from reasonable access to its facilities and operations during the AIBF.

Section 2.02. Term. The term of this lease (the “Term”) shall commence on the Commencement Date and shall continue for thirty (30) years thereafter (the “Expiration Date”), unless otherwise terminated in accordance with the terms herein. The “Commencement Date” shall mean the date that is ten (10) days following the delivery of written notice from Tenant to the City that Tenant has secured a certificate of occupancy for the Stadium from pertinent licensing authorities. On the Commencement Date, the Parties shall execute and deliver an “Acknowledgement of Commencement Date” and the Expiration Date shall be the last day of the 30th year following the Commencement Date and any extension so established.

(A) Options to Extend. Tenant, in its sole and absolute discretion, will have the option to extend this Lease (and to extend the Team Lease) for up to two (2) successive extension terms of fifteen (15) years each (each 15-year period, an “Extension Term”), each of which Extension Terms shall be upon all the same terms and conditions as set forth herein except for the reduction of the number of extension options as a result of each such exercise. If Tenant decides to exercise an extension option, then Tenant must provide written notice to City

of such election on a date (each, an “Extension Option Notice Date”) at least eighteen (18) months prior to the scheduled expiration of the Initial Term or any applicable Extension Term.

(B) **Conclusion of Term.** At the end of the term of the lease and any executed Options to Extend the Tenant agrees to sell the Stadium in its entirety to the City of Albuquerque for one (\$1) dollar unless the Term is extended by mutual agreement of the parties. At any time during the term of lease, Tenant may donate the Stadium to the City provided that the City accepts the donation. Tenant agrees to convey the Stadium in reasonable condition including all fixtures.

Section 2.03. Leasehold Priority. City covenants and agrees that Tenant’s leasehold estate in the Leased Premises shall be senior and prior to any lien or other encumbrance other than the encumbrances described herein or imposed by law.

ARTICLE III: PAYMENTS, RENT

Section 3.01. Base Rent Payment. From and after the Commencement Date and throughout the Term, Tenant shall pay to City the sum of \$35,000 per annum subject to a 2% annual increase at the discretion of the City, plus ten (10) percent net revenue from parking fees annually.

Section 3.02. Payments Due. Payments shall be made by Tenant to City by January 31 of each year for the previous year throughout the Term of the lease.

Section 3.03. Place of Payment. Rent shall be paid to City either at City Treasurer’s Office at One Civic Plaza or addressed to City Treasurer, P.O. Box 1293, Albuquerque, New Mexico, 87103, or at such other place as City may designate from time to time for this purpose.

Section 3.04. Accounting Matters. Tenant shall and hereby agrees to keep and maintain during the Lease Term and for a period of four (4) consecutive years following the end of each Lease Year, complete and accurate financial records for the gate and parking receipts and the expenses for operations of the Stadium, for each Lease Year. Tenant shall submit to the City on or before January 1 of each Lease Year, beginning on the first full year after the Commencement Date, a complete and accurate financial statement of the parking receipts. At any time, City shall have the right to inspect such financial statement with reasonable notice to the Tenant.

ARTICLE IV. STADIUM CONSTRUCTION

Section 4.01. Tenant’s Financing Obligation. Tenant agrees to invest a minimum of thirty million dollars (\$30,000,000) of private capital towards designing and building a stadium within the Site.

Section 4.02. Local Contractors. Tenant shall endeavor to hire and use local contractors for building and operating the Stadium, including construction and food and beverage services. All employees and contractors shall be paid no less than \$15 per hour or the prevailing minimum wage if higher than \$15 per hour for their services.

Section 4.03. Energy-Efficient Stadium. Tenant is committed to creating a Stadium that is energy-efficient, sustainable, environmentally conscious, including in the areas of solid waste (waste reduction, recycling, and composting) and water conservation.

Section 4.04. Project Construction Schedule. “Project Construction Schedule” means a schedule of critical dates relating to the stadium construction and the commencement of operations (which dates may be described or set forth as intervals of time from or after the completion or occurrence of the preceding task or event), which schedule shall include the estimated dates for (i) ordering and delivering of critical delivery items, such as construction components or items requiring long lead time for purchase or manufacture, or items which by their nature affect the basic structure or systems of the Stadium, (ii) completion of the Stadium’s design in detail sufficient for satisfaction of all Applicable Laws (including issuance of necessary building permits), (iii) issuance of all governmental authorizations prerequisite to commencement of the construction, (iv) commencement of any of Tenant’s construction and all other construction work, (v) substantial completion of the construction; and (vi) all material elements of pre-opening services. Tenant shall submit to City the Project Construction Schedule within sixty (60) days after City commences Site Development as stated in Section 8.01(D). The Project Construction Schedule shall be adjusted as appropriate to reflect any delay in construction that the parties agree is reasonable.

ARTICLE V. USE OF LEASED PREMISES

Section 5.01. Use and Possession Rights. Tenant shall be entitled to exclusive use and possession of the Site subject only to the encumbrances and exceptions stated herein, none of which shall materially diminish Tenant’s ability to use the Leased Premises for its intended purposes. Tenant shall be entitled to grant licenses with respect to the Leased Premises, and shall be entitled to revenue from all events and activities (other than Reserved Community Events).

Section 5.02. Revenue from Events. Tenant shall be entitled to receive and retain all revenues, net of taxes, relating to the operations of the Team and the Stadium, including, but not limited to, revenues generated from the Stadium, the naming rights, sponsorship, advertising (including both in-stadium and exterior signage), tickets, merchandise, games, events, and ancillary revenues. Tenant agrees to bear all costs of operating the Stadium and parking on the Site at all times, including staffing, clean up and security.

Section 5.03. Concessions and Vendors. Tenant shall have the exclusive right to select and to establish the contractual terms for all stadium concessionaires and vendors. Tenant shall also have the exclusive right to market, sell, and retain all concessions, hospitality, merchandise, and other revenue from the Stadium and all events held at the Stadium except for Community Events as defined in Section 5.04 unless requested by the City. The Team shall endeavor to hire and use local contractors for building and operating the Stadium, including construction and food and beverage services.

Section 5.04. Public Use – Community Events. The City shall have the right to use the Stadium for at least ten (10) days per year for events as mutually agreed upon by the parties

(“Reserved Community Event Days”). On these Reserved Community Event days, Tenant shall provide the Stadium free of charge and the City will be responsible and assume liability for event planning, execution, and operating costs (excluding utilities) for and arising from each event for these Community Event Days.

ARTICLE VI. UTILITIES

Tenant shall pay the utility costs of Stadium operation and use to include water, sewer, electricity, gas, refuse services, internet and/ or television services and any such other cost reasonably understood as utility cost.

ARTICLE VII. TAXES

Tenant has the exclusive obligation to determine all applicable taxes to which it is subject, including gross receipts tax and compensating tax.

ARTICLE VIII CONDITIONS TO COMMENCEMENT OF LEASE TERM

Section 8.01. Conditions to Commencement of Lease Term. If the conditions set forth below (the “Conditions to Commencement”) are not timely satisfied or waived prior to the Commencement Date, City and Tenant shall each have the option in accordance with this Agreement to terminate this Lease and all future obligations hereunder.

(A) **Financing.** Tenant has obtained binding commitments in respect of the Project Financing within nine (9) months after the Environmental Planning Commission’s approval of the Master Plan amendment and Site Plan and all appeals therefrom have been exhausted.

(B) **Site Tests and Development.** The City’s Site Development shall include development of the Site in cooperation with the Tenant, including providing a build-ready pad for the Stadium pursuant to Section 13.02(A). The City’s work for the development of the Site shall include a site survey and any other necessary surveys and utility connectivity to the Site with relocation of existing utilities.

(C) **Suitability; Governmental Authorizations.** Tenant has determined that the Leased Premises are suitable for development as contemplated hereunder and has obtained all Governmental Authorizations necessary to permit commencement of construction of the Stadium, including building permits and engineering and land use approvals necessary for the commencement of development and construction of the Project Improvements, on or before September 30, 2024, provided, however, to the extent permitted by Applicable Laws, the construction permits and authorizations may be procured in stages and need not be obtained before such deadline.

(D) **Site Development Start Date.** City will begin groundwork on the Site within thirty (30) days of issuance of a building permit. **A BUILDING PERMIT CANNOT BE ISSUED UNTIL BALLOON FIESTA PARK MASTER PLAN IS AMENDED AND A SITE**

PLAN IS APPROVED BY THE ENVIRONMENTAL PLANNING COMMISSION AND ALL APPEALS FROM THE EPC HAVE BEEN EXHAUSTED.

(E) **Project Start Date.** Tenant has caused the construction of the Stadium to commence, subject to reasonable extensions due to any delays contrary to Section 8.01(D), on or before the later of (i) September 30, 2024, or (ii) sixty (60) days after City has met its obligations under Section 8.01(B) and (C).

(F) **USL Approval.** On or before March 31, 2024, United Soccer League has authorized Tenant to conduct its operations at the Stadium.

Section 8.2. Agreement to Consult. At any reasonable time, prior to the satisfaction of the Conditions in 1.02 or Conditions to Commencement, either Party may reasonably request a consultation meeting with the other party. In such event each Party shall designate a Representative, who shall meet, consult with and reasonably assist the other Party with respect to satisfaction of the Conditions to Commencement. Commencing on the date, which is thirty (30) days after the Execution Date and continuing monthly thereafter until Final Completion, Tenant shall give to the City Representative (i) a progress report each quarter concerning the status of Tenant's efforts to satisfy the Conditions to Continuance and (ii) a report setting forth any new matters occurring since the date of the last quarterly report that Tenant expects will change or significantly affect any such deadlines or milestones promptly after Tenant becomes aware of any such matters.

Section 8.3. Termination for Failure of Conditions to be Satisfied. If for any reason any Condition to Commencement has not been fully and timely satisfied (or waived in writing by City Representative and Tenant, as applicable) by the applicable deadline provided herein (as the same may be extended by City Representative) either Party may (subject to the limitations set forth herein), by Notice to the other Party elect to terminate this Lease, in accordance with Article XV.

ARTICLE IX. DELAYS AND EFFECT OF DELAYS

Section 9.01. Continued Performance. Upon the occurrence of a delay in any Party's performance of obligations agreed herein, the Parties shall endeavor to continue to perform their obligations under this Lease so far as reasonably practical. Toward that end, Tenant and City each hereby agree that each Party shall make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay and shall use its commercially reasonable efforts to ensure resumption of performance of its obligations under this Agreement after the occurrence of any delay.

ARTICLE X. REPAIRS AND MAINTENANCE

Section 10.01. Maintenance. Tenant will keep the Stadium in good, first-class working order, repair and condition, throughout the Term. Tenant and City, respectively, shall be responsible for repairs and maintenance for any component of the Stadium that they caused to be constructed, as stated more fully below.

Section 10.02. Tenant. Tenant shall be responsible, at its own cost and expense to repair and maintain in good, clean, safe and sanitary condition, and in compliance with all laws and USL requirements, all Stadium components that Tenant is responsible for constructing under this Agreement and under any amendments to this Agreement that the Parties may from time to time execute. Such components include, without limitation, all interior and exterior structures, areas (including the playing field), building systems, equipment, and fixtures existing at the Commencement Date stated in Section 2.02 of this Agreement or at any other time during the Term for which City was not responsible under this Agreement.

Section 10.03. City. City shall be responsible, at its own cost and expense, for repairs and maintenance of all components that (A) City caused to be constructed or (B) are required by this Lease to be open to the public. Such components include without limitation parking surfaces; utility lines to the point of connection to the Stadium; all retention ponds and all drainage pipes, culverts, basins, drop inlets and other drainage structures; and other public facilities constructed by the City.

In consideration for City's lease and Tenant's payment of rents, and subject to covenants stated in Article V, the Parties are entitled to reasonable use and enjoyment of the Site without regard to that Party's maintenance repair obligations.

ARTICLE XI. COMPLIANCE WITH LAW

Section 11.01. Tenant's Obligations. During the Term of this Agreement, Tenant shall, at its sole cost and expense:

(A) Legal Requirements. Comply with any notices of violations of any laws, orders, rules, regulations, directives, and orders (individually and collectively, "Legal Requirement(s)") of federal, state, county, municipal and local governments and quasi-governmental departments, commissions, boards, and public officers having jurisdiction over the Site (individually and collectively, "Governmental Authorities"), which may impose any violation, order, or duty upon Tenant with respect to the Stadium arising solely out of the business conducted by Tenant therein.

(B) Americans with Disabilities Act. Comply with all requirements of the Americans with Disabilities Act (ADA) and all applicable rules and regulations imposed directly on Tenant thereby. Tenant agrees to be responsible for knowing all applicable requirements of the ADA, and to defend, indemnify, and hold harmless City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any sort brought against said parties as a result of any acts of omissions of Tenant or its agents, with respect to the Stadium, during the Term of this Agreement in violation of the ADA.

(C) Appeal. Have the right to contest or appeal any Legal Requirement, the foregoing notwithstanding, and shall not be required to comply with any such Legal Requirement during the pendency of any appropriate proceedings, as permitted by law.

ARTICLE XII. INSURANCE

Section 12.01. Tenant. From the Commencement Date and throughout the Term, Tenant shall provide and cause to be maintained the following insurance:

(A) Builder’s Risk Policies for all construction work. Following the Execution Date and prior to the commencement of any construction work and at all times during the performance of such work and for so long after the completion thereof that (i) any of Tenant’s other contractors or subcontractors has not been paid in full with respect to the construction or (ii) any person has any repair obligations with respect to the construction, Tenant shall, at its cost and expense, obtain, keep and maintain or cause to be obtained, kept and maintained, builder’s “all risk” insurance policies (collectively, the “Builder’s Risk Policies for Construction”) affording coverage of such construction, whether permanent or temporary, against loss or damage due to insured casualty risks by the broadest form of extended coverage insurance generally available on commercially reasonable terms from time to time in the City of Albuquerque, New Mexico.

(B) General Liability. Comprehensive general public liability insurance (including contractual liability coverage), with an insurance carrier licensed to do business in New Mexico, with a minimum Best’s rating of A, against claims for bodily injury, death, or property damage occurring upon or in the Stadium, such insurance to afford minimum protection of not less than Two Million Dollars in respect of bodily injury or death to any one person, and of not less than Five Million Dollars in respect of any one accident, and of not less than One Million Dollars for property damage, or such lesser amounts as may be approved by City. City shall be named as a co-insured, and the policy shall not be canceled except upon thirty (30) days prior written notice thereof to City.

(C) Business Interruption. Tenant shall also obtain and maintain Business Interruption Insurance, with an insurance carrier licensed to do business in New Mexico, with a minimum Best’s rating of A, in an amount equal to \$150,000, showing City as co-insured. Tenant shall be responsible for any deductible amount payable under such coverage in the event of an insured loss. To the extent City receives the proceeds of Business Interruption Insurance, Tenant shall be relieved of the obligation to pay Rent for the period covered by the insurance proceeds.

Section 12.02. City Self Insurance. City may elect to self-insure against any or all of the risks, or any portion thereof, against which City is required to insure.

Section 12.03. Waiver and Release. The Parties hereby waive and release each other from any and all liabilities, claims and losses arising from damage to the waiving Party or its property, or damages to an individual or entity under the waiving Party’s control.

ARTICLE XIII. CITY’S WARRANTIES AND COVENANTS

Section 13.01. Representations. City represents, warrants, and covenants to Tenant:

(A) City has the right and lawful authority to enter into this Agreement and perform City’s obligations hereunder.

(B) City is the fee owner of good and marketable title to the Site, free and clear of any mortgages or liens, leases or tenancies, agreements, easements or restrictions, or other matters which would adversely affect Tenant’s use or occupancy of the Site.

(C) City has no actual knowledge that the Site has been used as a storage facility or burial site for hazardous materials or of the presence of hazardous materials on, in, or under the Site.

Section 13.02. City’s Additional Obligations.

(A) As fiscal agent for funds already appropriated by the State for Site Development and any additional State funding, the City agrees to grade, create and maintain parking areas suitable for Tenant use; create a public, common area plaza(s) generally to the North, West and South of the Stadium including lighting; stabilize, retain, and terrace the east and south edges of the bowl of the Site along the existing escarpment; provide lighting for urban greenspace areas, pedestrian use; landscaping for the Park, including the creation of shade areas and public restrooms which shall be accessible to the public during Balloon Fiesta; improve the fencing and entrance to the Stadium, by July 1, 2025; and execute on any infrastructure needs as agreed by the Parties.

(B) The City agrees to support and help secure Industrial Revenue Bonds (“IRBs”) for the Stadium.

ARTICLE XIV. TENANT’S WARRANTIES AND COVENANTS

Section 14.01. Representations. Tenant represents, warrants, and covenants to City that Tenant has the right and lawful authority to enter into this Agreement and perform Tenant’s obligations hereunder.

Section 14.02. Tenant’s Additional Obligations. Tenant covenants and agrees that it will:

(A) Market and promote the Club in Albuquerque commensurate with industry standards for similar USL soccer sports franchises.

(B) Retain, employ, compensate, train, and manage a sufficient number of personnel to discharge its responsibilities and obligations under this Agreement.

(C) Control ingress and egress to and from the On-Site Parking during Tenant-sponsored events, and to develop the Stadium in way that provides synergy with and complements the Park and agrees to work together to ensure any Stadium events are coordinated and synchronized with the Balloon Fiesta Park and the Balloon Fiesta timing each year and look for opportunities for the Stadium to enhance the Balloon Fiesta Park and the Balloon Fiesta experience for the public.

(D) Tenant agrees to use best efforts to operate a professional women’s soccer team franchise.

(E) Tenant agrees to use best efforts to host the men’s and women’s state high school soccer championship games.

(F) Provide the City with a box or cabana or specialized seating depending on the configuration of the Stadium for New Mexico United games and Tenant-sponsored public events for community use to be determined at the discretion of the City.

(G) Tenant agrees to work with the City to develop opportunities for art programming, sports programming, soccer tourism and / or other public events in order to facilitate community use of the Stadium and enhance the public experience of the Park.

(H) Tenant shall endeavor to minimize the impact on neighboring communities during construction of the Stadium. In conjunction with the City, Tenant agrees to develop a Community Benefits program.

(I) Tenant agrees it will use the Stadium as the official home field for a men’s professional soccer team (currently the New Mexico United).

ARTICLE XV. DEFAULT

Section 15.01. Tenant’s Default. The following shall constitute Tenant’s Events of Default under this Agreement:

(A) If Tenant fails to pay any payments due to City hereunder for ten (10) business days after receipt of written notice by certified mail from City to Tenant of such failure; or

(B) If Tenant fails to perform or observe any material requirement, obligation, agreement, covenant, or condition of this Agreement, and any such failure shall continue for forty-five (45) days after City gives Tenant written notice thereof.

Section 15.02. City’s Remedies. Except as to Section 17.01, City may not exercise any of the following remedies until after a breach of this Agreement by Tenant is established by a court in accordance with Section 17.05, whereupon such breach becomes an Event of Default as set forth in Section 15.01. At any time following any Event of Default, City, without waiving any

other rights herein or available to City at law or in equity, may give Tenant thirty (30) days' written notice of termination of this Agreement without or without notice of City's intention to re-enter and take possession of the Site. The giving of such notice to Tenant of City's election under this Section shall terminate Tenant's right to possession of the Site under this Agreement without prejudice, however, to the rights of City or Tenant to exercise all other available legal remedies and defenses and without discharging the Parties from any liabilities hereunder arising prior to termination.

Section 15.03. City's Termination. If City terminates this Agreement pursuant to Section 15.02 at any time after Commencement Date but before the expiration of the first extension Term, as defined in Section 2.02, Tenant shall be responsible for its outstanding debt from Tenant's financing of the Stadium's construction.

Section 15.04. City's Default. The following shall constitute City Events of Default under this Agreement:

- (A) Failure to comply with any covenant, agreement or condition contained in this Lease that remains uncured after a period of sixty (60) days after receipt of written notice of default from Tenant;
- (B) Failure to perform maintenance as required by this Lease that remains uncured after a period of sixty (60) days after receipt of written notice from Tenant;
- (C) City or any of its instrumentalities, departments, or authorities causes any authorization, approval, ordinance, filing, or registration necessary to enable City to comply with its obligations under this Lease to be revoked, rescinded, suspended, invalidated, or otherwise limited in effect in a manner that would affect materially and adversely City's ability to perform its obligations under this Lease.

Section 15.05. Tenant's Self-Help and Offset Remedies. In the case of a City Event of Default or if City fails to perform any obligation under this Lease, and City does not cure such failure or Event of Default within sixty (60) days after receiving written notice thereof (provided that, if the failure is of a nature that cannot be cured within sixty (60) Days, but the City commences in good faith to cure such failure within sixty (60) days and diligently and continuously pursues the cure to completion as soon as reasonably possible, City will not be deemed to have committed an Event of Default), Tenant may, without waiving any other rights herein or under law or equity, inform City that Tenant intends to perform the obligation that City has failed to perform. Tenant's notice must inform City of the action Tenant intends to take, and City shall have fifteen (15) days after receiving Tenant's notice to reject Tenant's proposed action. If City approves or fails timely to object to Tenant's notice, Tenant may take the proposed action and City will be obligated to reimburse Tenant for the reasonable, actual costs incurred by Tenant to effect such cure, to the extent documented by invoices or other written evidence. If City fails to pay the reasonable, actual costs and expenses within thirty (30) days after written demand therefor, Tenant may deduct the amount due by City to Tenant under this subsection as an offset from Tenant's Rent obligations. Tenant shall perform any work pursuant to this subsection in accordance with Article V of this Agreement.

ARTICLE XVI. UNAVOIDABLE DELAYS / FORCE MAJEURE

Time limits for each Party's satisfaction of any obligation or condition under this Agreement may be reasonably tolled in case of unavoidable delays or of any Force Majeure. "Force Majeure" means any act that (a) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Lease or delays such affected Party's ability to do so, (b) is beyond the reasonable control of the affected Party, and (c) is not due to the affected Party's negligence or willful misconduct and (d) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts, including the expenditure of any reasonable sum of money. Subject to the satisfaction of the conditions set forth in (a) through (c) above, Force Majeure shall include: (i) natural phenomena, such as storms, floods, lightning, pandemics, and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage, and threats of sabotage or terrorism; (iii) transportation disasters, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (v) fires; (vi) actions or omissions of a Governmental Authority (including the actions of City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Lease or any Applicable Laws; and (vii) failure of either Party to perform any of its obligations under this Lease within the time or by the date required pursuant to the terms of this Lease for the performance thereof.

ARTICLE XVII. MISCELLANEOUS

Section 17.01. No Waivers. The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party or any other such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

Section 17.02. Relationship of Parties. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties other than the relationship of Landlord and Tenant. Nothing contained herein shall in any way impose any liability upon the officers, directors, or employees of City or Tenant.

Section 17.03. Recording. A Memorandum of this Agreement will be recorded in the real property records of the County of Bernalillo.

Section 17.04. Captions. The captions, section numbers and index appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles nor in any way affect this Agreement.