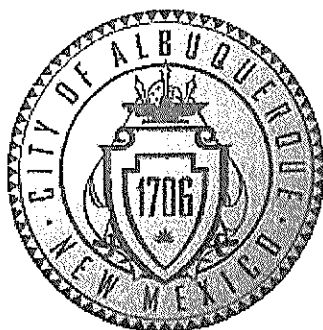




CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

July 2, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: Mayor's Recommendation of Award for RFP-2025-737-PRK-MP –
Golf Course Concessions Ladera Golf Course

The City of Albuquerque's Parks and Recreation Department, in conjunction with the Department of Finance and Administration Services, Purchasing Division, issued the RFP for a Golf Course Concessions, Ladera Golf Course.

The solicitation was posted on the Purchasing e-Procurement, Bonfire website on January 21, 2026, and advertised on Social Media on February 1, 2026. The number of responses received for evaluation was six (6).

The Ad Hoc evaluation committee evaluated and scored the proposals received in accordance with the evaluation criteria published in the RFP. After thoroughly reviewing and scoring the proposals, the Ad Hoc committee found that Bill Harvey Golf LLC met all required criteria, was qualified, received the highest score, and was recommended for the award.

I concur with this recommendation.

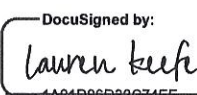
The City of Albuquerque's Parks and Recreation Department will manage this contract.

Mayor’s Recommendation of Award for RFP-2025-737-PRK-MP –
Golf Course Concessions Ladera Golf Course

Approved:

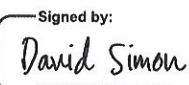

Samantha Sengel, Esq. Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 8/4/2026 | 1:51 PM MDT
1A21D96D32674EE...
Lauren Keefe Date
City Attorney

Initial DS
 

Recommended:

Signed by:
 8/2/2026 | 11:25 AM MDT
3A1B8403E7FE4D0...
David Simon Date
Director

Cover Analysis

1. What is it?

This legislation is for the Mayor's Recommendation of Award for RFP No. 2025-737-PRK-MP

2. What will this piece of legislation do?

This legislation will approve the City's recommendation of award to Bill Harvey Golf LLC.

3. Why is this project needed?

The City Parks and Recreation Department \ Golf Division requires concession services at its Ladera Golf Course.

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

There are no new or additional costs associated with this agreement beyond those contained in the previous agreement.

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

The Concession agreement has a minimal annual guarantee of \$135,000.00.

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

If the agreement is not approved, the City will be unable to implement the updated concession terms and operational requirements for Ladera Golf Course. The current agreement structure would remain in place or alternative operational arrangements would need to be developed, potentially delaying the implementation of enhanced accountability measures, updated revenue-sharing provisions, and increased maintenance responsibilities for City facilities.

7. Is this service already provided by another entity?

No. Ladera Golf Course is a City-owned facility, and the services covered under this agreement are provided through a concession arrangement authorized by the City. While other golf courses operate within the Albuquerque area, the operation and management of Ladera Golf Course and its associated amenities are unique to this concession agreement.

FISCAL IMPACT ANALYSIS

TITLE: Concessionaire Contract with Bill Harvey Golf LLC. for the operation of Ladera Golf Course

R:

O:

FUND: 110

DEPT: 4512007

- ☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2026	Fiscal Years 2027	2028	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
☐ Estimated revenues not affected				
☐ Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: The award for the Concessionaire contract for Ladera Golf Course will not have a negative impact on Golf's Budget. The awardee is currently the concessionaire for Ladera golf course and the revenues and expenses are expected to remain the same.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:**PREPARED BY:**

DocuSigned by:

Jonell L. Safaya

FISCAL ANALYST

APPROVED:

Signed by:

David Simon

8/2/2026 | 11:25 AM MDT

DIRECTOR

REVIEWED BY:

DocuSigned by:

UNDA CUTLER PADILLA

EXECUTIVE BUDGET ANALYST

Signed by:

Donna Sandoval 8/4/2026 | 12:35

BUDGET OFFICER

Signed by:

Christine Barner

CITY ECONOMIST



City of Albuquerque
Department of Finance and Administrative Services

Timothy M. Keller, Mayor

Interoffice Memorandum Date: May 4, 2026

TO: Dr. Samantha Sengel, Chief Administrative Officer

FROM: David Simon, Parks and Recreation Department

SUBJECT: **Recommendation of Award –**
RFP Number: RFP-2025-737-PRK-MP
RFP Name: Golf Course Concessions Ladera Golf Course

Initial
DS

The Department of Finance and Administrative Services, Purchasing Division, issued the subject solicitation in conjunction with the Parks and Recreation Department and developed an RFP for Golf Course Concessions Ladera Golf Course.

The solicitation was posted on the Purchasing website. The number of responses received for evaluation were six (6).

The Ad Hoc Evaluation Committee evaluated and scored the responses in accordance with the evaluation criteria published in the RFP and recommends awarding a contract to Bill Harvey Golf LLC.

I concur with this recommendation. Listed below are the composite scores for the top responses received:

COMPANY NAME	SCORE
Bill Harvey Golf LLC	798.40/1000
CJ Golf LLC	791/1000
DMG Golf Management	647.40/1000
Maxim Golf Solutions	645.80/1000
American Golf Corporation	644.80/1000
Golf Guys Management LLC	585.40/1000

The Department that will be managing this contract is Parks and Recreation Department

Approved:

DocuSigned by:

BC2424C09B8741A...

5/22/2026 | 4:54 PM MDT

Dr. Samantha Sengel (Date)
Chief Administrative Officer

Attachment: Scoring Summary



RFP-2025-737-PRK-MP - Golf Course Concessions Ladera Golf Course
Scoring Summary

Active Submissions

	Total	A - Main Evaluation	A-1 - Offeror submitted a Technical proposal?	A-2 - Offeror submitted a Cost proposal?	A-3 - Proposed income / revenue sharing plan submitted?	A-4 - Do you acknowledge receiving copies of Appendix A through Appendix E?	A-5 - Do you agree to provide the required insurance?	A-6 - Do you agree to the City's terms and conditions	A-7 - Do you acknowledge and agree to the Minimum Annual Guarantee (MAG)?	A-8 - Do you acknowledge and agree to the minimum percentage payment requirement?	A-9 - Signed pay equity form submitted	B - Evaluation Factors	B-1 - General Approach	B-2 - Detailed Plan	B-3 - Experience and Qualifications	B-4 - Proposed Project Management	B-5 - Past Performance	B-6 - Overall Ability	B-7 - Cost Proposal
Supplier	/ 1,000.00 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 1,000.00 pts	/ 100 pts	/ 200 pts	/ 200 pts	/ 100 pts	/ 100 pts	/ 200 pts	/ 100 pts
Bill Harvey Golf LLC	798.4	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	798.4	74.8	154	161	74.2	76.4	158	100
CJ Golf LLC	791	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	791	76.6	146	155	75.6	77.8	160	100
DMG Golf Management	647.4	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	647.4	62.6	118.4	112.8	66.2	56.6	130.8	100
Maxim Golf Solutions	645.8	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	645.8	62	117	130.2	52.8	63.8	120	100
American Golf Corporation	644.8	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Fail	Pass	644.8	60	112	137	59	54.8	122	100
Golf Guys Management LLC	585.4	0	Pass	Fail	Fail	Pass	Pass	Pass	Pass	Pass	Pass	585.4	54.2	92.2	113.6	57.8	57.6	110	100

City of Albuquerque

Request for Proposals

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course

Open Date: January 21st, 2026



Deadline for Receipt of Proposals: February 20th, 2026: 4:00 p.m. (Mountain Time)

The City eProcurement System will not allow Proposals to be submitted after this date and time.

Non-Mandatory Pre-Proposal Conference

Date: February 2nd, 2026

Time: 1:00PM (Mountain Time)

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
V2024.07.10 JLB**

TABLE OF CONTENTS

	Page
Introduction	3
Part 1 Instructions to Offerors	7
Part 2 Proposal Format	18
Part 3 Scope of Services	22
Part 4 Evaluation of Proposals	33
Appendix A Historical Golf Rounds	
Appendix B Historical Revenue Sharing, Annual Gross Revenue	
Appendix C CABQ Golf Operations & Concession Manual 2025	
Appendix D Ladera Golf Course Layout	
Appendix E Fee Reduction Form	

INTRODUCTION

I. GENERAL

The City of Albuquerque is currently accepting Proposals from qualified individuals, qualified teams of individuals, and/or firms for operation and management services for the Ladera Municipal Golf Course located in Albuquerque, New Mexico. The intent of this Request for Proposals (RFP) is to consider Clubhouse operations that include the clubhouse buildings, banquet facility, pro-shop, snack bar/restaurant, the power cart storage area, and the immediate surrounding areas of the Clubhouse (collectively, "Clubhouse").

Ladera Golf Course
3401 Ladera Drive NW
Albuquerque, New Mexico 87120

Ladera Golf Course occupies 240 acres on the City's west side. Ladera measures 7,060 yards from the championship tees, 6,618 yards from the regulation tees (par 72), and 5,966 yards from the forward tee (par 72). The course includes a 9-hole Executive Course that stretches 2,053 yards from the regulation tees and 1,852 yards from the forward tees. The Executive Course also has an embedded disc golf course. Ladera Golf Course also includes a 25-acre driving range for golf lessons and ball rentals, a 9000 + square foot practice putting green, and a practice chipping green. The Albuquerque metropolitan area averages 280+ days of sunlight annually. This equates to just over 40 weeks of golf-playing opportunities.

Ladera includes a snack bar/restaurant, a full-service kitchen, a banquet facility (8,651 sq. ft.) with an occupant load of 300 individuals, an outdoor dining/gathering patio, and a bar/cantina located adjacent to the restaurant, patio, and banquet hall. The Ladera banquet facility has been used for parties, community functions, and special events.

II. BACKGROUND

The City of Albuquerque is situated in the high desert of north-central New Mexico, at an elevation of 5,100 feet above mean sea level. The City of Albuquerque operates four municipal golf courses: 1.) Ladera, 2.) Arroyo del Oso, 3.) Los Altos and 4.) Puerto del Sol. All four courses are currently operated on a professional, technical service contract model with turf maintenance provided by the City. The intent of this request for proposals is to operate the Ladera Golf Course on a concessions contract and not a professional, technical service contract.

A concessions contract is generally an agreement where a private operator runs a City-owned facility or service at their own risk, in exchange for the right to generate revenues, with a portion of revenues remitted to the City.

Original Construction (1980)

- Ladera was built in **1980** as a municipal 27-hole course and covers 240 acres.
- It also functions as a retention basin for flood control.

Pro Shop, Restaurant & Banquet Facilities (2001)

- A pro shop, restaurant and banquet building were added in 2001.
- These facilities are quite substantial: the banquet hall is ~8,651 ft² and seats hundreds.

Irrigation Overhaul (~2011)

- In 2011, the city began a major irrigation system renovation.
- The work cost was significant (approx. \$1.5 million) and was funded via city bonds.

Fairway / Turf Restoration

- Alongside irrigation, there was turf restoration: reseeding, re-sodding fairways, greens, and cart-path work.
- By the mid-2010s, the front nine and back nine had been renovated
- The city's capital improvements included 4.5 miles of new concrete cart paths.

Solar / Photovoltaic Installation (~2019)

- In 2019, Ladera added a **photovoltaic (solar) parking canopy** with over 120 parking spots. Estimated system generation: 713,108 kWh per year - enough to power maintenance, clubhouse, pro shop, etc. This reflects the city's sustainability investments.

Cantina / Lounge Remodel (2024)

- In early 2024, construction began on a **1,000 ft² remodel** of the west side of the clubhouse to create a lounge ("cantina") that connects to the outdoor patio.

Lighting / Night Driving Range (2025)

A lighted driving range (using energy-efficient LEDs) opened, allowing play during evening hours. The lights are designed to minimize light pollution. This is part of a broader \$1.8 million investment in recent years (since ~2020) to improve Ladera, including water-conservation upgrades, patio improvements, and more. Over the past 20+ years, the City reports having invested over \$9 million in Ladera.

Ladera Golf Course serves a dual purpose as a City golf course and as a retention basin for the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA). The Albuquerque Metropolitan Arroyo Flood Control Authority was established in 1963 by the New Mexico Legislature, with a specific responsibility for addressing flooding problems in the greater Albuquerque area. AMAFCA's purpose is to prevent injury or loss of life, and to eliminate or minimize property damage. AMAFCA does this by building and maintaining flood control structures, which help alleviate flooding. Use of the Golf Course premises is subject to the terms and conditions of the AMAFCA license agreement, which allows Ladera to function as a golf course and as a flood-control

retention basin, with obligations to preserve the flood-control infrastructure, and abide by maintenance and design standards. The agreement is how the city balances recreational use with flood mitigation.

The last significant flooding of the Ladera Golf Course that impacted golf play happened in the 1990s. The Albuquerque area averages less than ten (10) inches of measurable rainfall in a year.

Beginning fiscal year 2021, concessions revenue has increased over 23% in the last five years, and golf rounds have increased 28% in the last five years. Historical information on green fees revenue (i.e. golf rounds) and other golf course revenue is provided in Appendices A and B. The Golf Course Operations Manual is provided as Appendix C. A copy of the Ladera Golf Course layout is provided as Appendix D. Revenue sharing is outlined in Appendix B.

III. MAINTENANCE OPERATIONS

Ladera Golf Course is maintained by a nine-person, City of Albuquerque maintenance crew. It is not the intent of this proposal for the qualified firm or individual to bid on turf maintenance services. Golf course turf maintenance will continue to be provided by the City's Golf Management Division. The City retains the sole authority over the number and layout of the holes at Ladera Golf Course.

IV. INTENT OF OPERATIONS

It is the intent and expectation of the City of Albuquerque to provide for its citizens and visitors a professional and desirable golfing experience with a customer service level commensurate with "*best practices*" of public golf facilities. The City views the golf course as a source of community pride and a testament to the City's progressive attitude and support for recreational programming. The City expects the facility to be operated at the highest golf industry standards while allowing the City to offer golf at an affordable price.

With the completion of the numerous capital improvements over the past two decades, Ladera Golf Course is Albuquerque's premier west side golf destination. The popular course and new cantina, along with the banquet facility with its 300-seat capacity, picturesque landscaping next to the irrigation ponds, lighted driving range and ease of access from Interstate 40 provide a unique opportunity for special event programming.

Offeror must possess or explain how they will obtain the resources for staffing, training and operations on behalf of the City of Albuquerque. The intent of the RFP is to award such a contract to a single management company, an individual, or a team of individuals who will provide the most cost effective and customer friendly operations and management - returning the highest possible revenue sharing to the City. Offeror

will be responsible for cohesive day-to- day functions of multiple operational areas including, but not limited to, Clubhouse operations, pro shop operations, golf professional services, driving range operation, snack bar/restaurant operations, banquet facility operations, and golf cart operations.

At the time of the proposal, the Offeror shall be a PGA Class 'A' Golf Professional with a minimum member classification of A-1, A-2, A-4, A-6, A-8, A-9, A-13 and/or A-14. Upon award of contract: The Concessionaire will be required to provide the services of one (1) Class 'A' Professional Golf Association (PGA) Golf Professional. During normal hours of golf course operation, the absence of a required Class "A" Golf Professional may be interchangeable with two (2) Class "B" Golf Apprentice Professionals. One PGA Golf Professional will be required to be available at all times during normal golf course operational business hours.

PART 1

INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP-2025-737-PRK-MP, “Golf Course Concessions Ladera Golf Course”

1.2 Proposal Due Date: February 20th, 2026 - NLT 4:00 PM (Local Time)

The time and date Proposals are due shall be strictly observed.

1.2.1 Non-Mandatory Pre-Proposal Conference: This is not a mandatory pre-Proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

Date: February 2nd, 2026

Time: 1:00PM (Mountain Time)

Location: <https://cabq.zoom.us/j/87494191003>

Meeting ID: 874 9419 1003

1.2.2 Questions: All questions shall be submitted in written format in the City’s eProcurement system prior to the close date for questions and answers.

1.3 Purchasing Division: This Request for Proposals (“RFP”) is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (“Public Purchases Ordinance”). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Proposal: Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: These Rules and Regulations (“Regulations”) are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and

guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: The Offeror may not use the

consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation. The City Contact will communicate with Offerors through its e-procurement system, Bonfire. Offerors will receive e-mail notifications from Bonfire to the e-mail that Offeror included in its Bonfire registration. Offerors are responsible for monitoring any communications sent through Bonfire and responding to any requests for information or directives within stated deadlines. Offerors who fail to abide by this instruction may be deemed nonresponsive.

- Matthew Pierce, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 767-5710 or E-Mail: mpierce@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Parks and Recreation Department, Golf Management Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein and must be submitted through the City's eProcurement system Bonfire. **The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

1.9 Submission of Proposals. The Offeror's Proposal must be submitted **electronically** through the eProcurement system pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact support@gobonfire.com or 1-800-354-8010. **Failure to submit your proposal electronically through the City's eProcurement system shall result in your proposal being deemed nonresponsive.**

1.9.2 Format. Each file uploaded to the eProcurement System shall be in single PDF format unless otherwise indicated. The City's preferred format is Optical Character Recognition (OCR) searchable PDF format. Do not encrypt files and do not password protect the documents submitted.

1.9.3 ALL PROPOSALS MUST BE RECEIVED BY THE CITY PURCHASING DIVISION AS SPECIFIED HEREIN. IF YOU FAIL TO COMPLY WITH THE SUBMISSION REQUIREMENTS IN THIS SECTION 1.9, THE CITY SHALL DEEM YOUR PROPOSAL NONRESPONSIVE.

1.9.4 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

1.9.5 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

1.9.6 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals by City Purchasing Office is the time-date stamp of the eProcurement System.

1.9.7 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

1.10 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.11 Required Contract Terms: The Required Contract Terms can be accessed at this link <https://www.cabq.gov/dfa/purchasing-division/vendor-services/terms-and-conditions>, click on "Request for Proposals Required Contract Terms". The Offeror certifies that it accepts the Required Contract Terms, or has uploaded its exceptions to the Required Contract Terms in the City's e-Procurement system, under "Requested Information" "Exceptions to Section 1.11 Required Contract Terms." Any exceptions shall be identified by the RFP Section, Subsection, and must state the specific exception the Offeror has, as well as any alternative language. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Required Contract Terms. The Required Contract Terms may differ from the terms in the final contract awarded under this RFP.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have a term of **5 years with one possible 5 year extension.**

1.13 Evaluation Period: The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels,

in its sole discretion, such an extension would be in the best interest of the City.

1.14 Evaluation Assistance: The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.15 Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.16 Award of Contract:

1.16.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.16.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

1.17 Cancellation: This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

1.18 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.19 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Public Records:

1.20.1 The Purchasing Division's procurement file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection in accordance with applicable law after the recommendation of award of a contract has been approved by the Mayor or the Mayor's designee.

1.20.2 An Offeror who chooses to submit material they consider a "Trade Secret" must do so in a segregated file clearly designated as containing trade secrets both in the file name and within the contents of the file itself. These segregated files are to be used by the City for reference only. An Offeror's failure to segregate such materials constitutes a failure to reasonably, under the circumstances, maintain the materials' secrecy and Offeror indemnifies and holds the City harmless for any and all liability resulting from the disclosure of any materials not segregated as described above.

1.20.3 If an Offeror submits with a proposal material required by law to be kept confidential, the Offeror must segregate such material in a separate file. Such a file should be clearly designated as "Legally Confidential" in both the file name and within the contents of the file. The contents of the file must include a description and citation to the legal basis for why the material must be kept confidential. Failure to

segregate the material and describe the legal basis for why it is to be kept confidential may result in the information being disclosed. Designating the entire proposal confidential is not acceptable without providing the legal basis and may result in the information being disclosed. Offeror indemnifies and holds the City harmless for any and all liability resulting from such disclosure resulting from information not segregated as described above.

1.20.4 Pricing, makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be designated as trade secrets or required to be kept confidential by law.

1.20.5 The City will endeavor to restrict the release of material segregated and designated as “Trade Secret” or “Legally Confidential” to only those individuals involved in the review and analysis of the Proposals, and to any other party as required by law or court order. Under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) (“Act”) the City may redact trade secrets and other material required to be kept confidential by law, but may not redact proprietary or confidential information. Any Proprietary or Confidential Data provided as part of a Proposal is subject to public inspection under the Act. **Notwithstanding any provision of this RFP, the City shall not be responsible or liable to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

1.21 Procurement Preferences: A Pay Equity Preference as provided in Section 5-5-31 R.O.A. 1994 (as amended by C/S O-17-33) and the State Preferences as provided in 13-1-21 NMSA 1978 are applicable to this solicitation. To request the application of a preference, as applicable, Offeror shall submit with its Proposal a City Pay Equity Preference Form or the New Mexico State Certification for the requested preference.

1.22 Request for Proposals Protest Process:

1.22.1 RFP Documents: If the protest concerns the specifications for the RFP or other matters pertaining to the solicitation documents, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m., ten (10) business days prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns the Recommendation of Award, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth (10th) business day after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a

delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.22.4 How to File a Protest: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be electronically delivered via email or mailed. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

1.22.5 Required Information: The protest shall contain at a minimum the following:

1.22.5.1 The name and address of the protesting party;

1.22.5.2 The number of the competitive solicitation;

1.22.5.3 A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;

1.22.5.4 Details concerning the facts, which support the protest;

1.22.5.5 Attachments of any written evidence available to substantiate the claims of the protest; and

1.22.5.6 A statement specifying the ruling requested.

1.22.6 Delivery of Protests:

1.22.6.1 By Mail: Protests may be mailed in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed should be addressed as follows:

Chief Procurement Officer
City of Albuquerque, Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
PROTEST, RFP Number

1.22.6.2 By Electronic Mail: Protests may be emailed to:

Kathleen Oney, Chief Procurement Officer
koney@cabq.gov

The message should clearly indicate "PROTEST" and the RFP number in the subject line.

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined

in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance: **(Note: If you anticipate requesting waiver of standard insurance requirements – commercial general liability and automobile liability, please discuss that with Purchasing and Risk and remove the requirements prior to issuing the RFP. Also, add any additional insurance which may be required such as professional liability insurance.**

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) are filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.23.3 Coverage Required: The kinds and amounts of insurance required are as

follows:

1.23.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.23.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.23.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.23.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.23.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

If you request a Proposal Bond, Performance Bond, Labor and Material Payments Bond, or any other bonding requirements they will be added as Optional or Additional Instructions on the online solicitation coverpage. When requiring bonds, the City's bond forms will be attached to the RFP or to the solicitation as a separate document. Contact the Senior Buyer in charge of the procurement for further information and language. THE CITY WILL REJECT ANY BONDS THAT ARE NOT ISSUED ON THE CITY REQUIRED FORMS).

1.24 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form that can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative>. Offerors who believe they are exempt because they are an out-of-state contractor (meaning that you have no facilities and no employees working in New Mexico) are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying the exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31.** A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please contact the "City Contact" identified above in Section 1.6 with any questions about the Pay Equity Reporting Form.

PART 2

PROPOSAL FORMAT

A “Proposal” consists of two distinct sections—a “Technical Proposal” and a “Cost Proposal”—that are submitted separately in Bonfire. Failure to submit the Technical Proposal and Cost proposal separate, shall result in the City deeming your submission non-responsive.

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name, email address and telephone number of person(s) in your organization authorized to execute the contract/agreement resulting from this RFP. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement to the required contract terms; state exceptions as directed in Section 1.11. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the following areas of golf course operations: golf course management, pro shop operation, restaurant / snack bar operation, banquet facility operation, alcohol sales and service and marketing / advertising. Submit resumes and references for the individuals who will be performing the service. Provide proof of the financial stability of the company and person(s) who will be actively engaged in golf course operations and food service operations. Letter of Credit – Bank.

2.1.2.2 Past Experience. Describe relevant past or current management experience of a golf course, pro shop, snack bar/restaurant and banquet facility of similar size, scale, fee schedule and budget to the Ladera Golf Course. In Fiscal Year 2025, Ladera Golf Course booked 89,544 rounds of golf and generated \$768,473 in food and beverage, alcohol and merchandise sales (not including range balls and lesson revenue). Submit references for work performed in the past three (3) to five (5) years. Elaborate on the relevant experience in working with other municipalities or government entities.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Pay close attention to the

green fees rate schedule which is established by the City of Albuquerque. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque's Golf Management Division employees – to include the employees of the City's golf course maintenance staff staff. Describe resources to be drawn from in order to complete tasks.

2.1.5 Management and Operating Plan: Describe each of the following:

2.1.5.1 Management Structure.

2.1.5.2 Company Mission Statement.

2.1.5.3 Resumes of key management personnel and resources.

2.1.5.4 Customer service philosophy.

2.1.5.5 Forecasts of gross receipts for the first three years of operation/Business Plan.

2.1.5.6 Personnel policies, safety and training program.

2.1.5.7 Quality control program.

2.1.5.8 In general, provide marketing plans, selling approach, advertising plans and other promotional activities/Marketing Plan.

2.1.5.9 Investment plans for golf course capital improvements.

2.2 Proposed Income / Revenue Sharing to the Golf Management Division including Percentage of gross receipts, Section Two

2.2.1 Submit your Proposed Income / Revenue Sharing separately from your Technical Proposal. Follow the sample format below.

2.2.2 Proposed Income / Revenue Sharing should, at a minimum, contain the following information:

2.2.2.1 Minimum Annual Guarantee: \$135,000.00 per year

2.2.2.2 Percentage Payment (minimum requirements outlined in Part 3)

2.2.2.3 Additional Revenue Share Incentive Based on Total Rounds Played

(The minimum amounts in this Section 2.2.2. are not negotiable.)

2.2.3 Annual Gross Receipts and Percent of Gross Receipts chart (To be completed by Offeror as follows.):

Sample Below: (Please fill out and submit with your proposal)

CATEGORY	ANNUAL GROSS RECEIPTS (Based on Proposed Projections)	PERCENT OF GROSS RECEIPTS
Alcohol / Liquor Sales	\$0.00 To\$	%
Banquet Facility Sales	\$0.00 To\$	%
Golf Cart & Range Ball Sales	\$0.00 To\$	%
Golf Lesson Sales	\$0.00 To\$	%
Merchandise Sales	\$0.00 To\$	%
Other Rental Sales	\$0.00 To\$	%
Snack Bar / Restaurant Sales	\$0.00 To\$	%

2.2.3 Offerors should show detailed revenues/costs by task and number of hours dedicated to each category as listed in the scope of service for categories listed above.

2.2.4 Offerors should submit a detailed revenue and expenditure forecast (similar to sample above) for the first three years of operation of the Ladera Golf Course, including the number of rounds projected, major revenue expenditures and gross revenues - to include revenue paid to the City of Albuquerque.

2.3 Cost Proposal Format, Section Two

2.3.1 Total Cost: Submit your Cost Proposal separately from your Technical Proposal (upload in the City's eProcurement system). Failure to submit your Cost Proposal separately from your Technical Proposal shall result in your proposal being deemed non-responsive.

2.3.2 The Cost Proposal should, at a minimum, contain the following information:

- The cost for the entire project broken down by the activities or steps shown on the project schedule.
- Estimated periodic billing to the City based on the cost of the deliverable items.
- Cost or pricing details should be shown by task. This might include, but is not limited to:

- Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.
- Purchased materials, unit costs, and quantities.
- Travel, lodging, and other direct expenses.
- Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.3.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

2.3.4 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

PART 3
SCOPE OF SERVICES
Ladera Golf Course Concessions 2025

3.1 Golf Course Management / Revenue Sharing

3.1.1 Course Patrol: The Concessionaire shall patrol the Golf Course a minimum of one time per hour during peak periods and every ninety (90) minutes during off peak periods. Additional patrols will be needed during peak Albuquerque ballooning season (August through October) because of the possibility of hot air balloons landing on the golf course in the AM hours. Concessionaire shall regularly patrol the main parking lot with a marked security vehicle on the same schedule.

3.1.2 Customer Service / Professional Conduct: The Concessionaire shall require employees and staff to present a professional, cordial and friendly approach to the public. Concessionaire shall require its staff and employees to follow the rules of conduct and dress as prescribed by the PGA.

3.1.3 Green Fees: Fees are established by municipal ordinance for the public's use of the golf course - for playing the game of golf. The fees are charged on the basis of 9 or 18-hole games and the rates vary by season of the year and/or time of day. Seniors, youth and other groups may be charged discounted rates and the City may from time-to-time offer various specials and promotional rates. The Concessionaire is expected to provide one hundred percent (100%) of greens fees to the City of Albuquerque. Credit or Barter Accounts may not be extended for daily greens fees to any customer. The following greens fees are currently in effect and are applicable for this Request for Proposals. Greens fees for weekday holidays are established at the weekend rates.

Rates (including tax)	<u>WEEKDAY</u>			<u>WEEKEND</u>		
	Adult	Senior	Junior	Adult	Senior	Junior
18 Holes or Replay	\$27.00	\$20.00	\$14.00	\$34.50	\$34.50	\$17.25
18 Hole Afternoon	\$22.00	\$17.00	\$11.25	\$26.50	\$26.50	\$13.25
9 holes, All City Courses	\$20.00	\$15.50	\$ 11.00	\$17.25	\$13.00	\$ 8.50
9 Hole Replay	\$ 8.00	\$ 5.50	\$ 4.00	\$17.25	\$13.00	\$ 8.50
9 Hole Executive Ladera	\$14.50	\$11.75	\$ 8.25	\$15.50	\$15.50	\$ 8.25
Tournaments Ball Golf	\$32.00	\$32.00	\$32.00	\$36.00	\$36.00	\$36.00

Tournaments Disc Golf	\$17.00	\$17.00	\$17.00	\$19.00	\$19.00	\$19.00
9 Holes Disc Golf	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00

3.1.4 Groups, Tournaments and Special Events: A tournament is defined as a championship series of games or athletic contests where competitors compete for a prize. For City of Albuquerque purposes, a tournament is further defined as any group greater than thirty-two (32) players that compete for a prize. Tournaments and/or tournament play must be approved by the Superintendent of the Golf Management Division. Tournaments commonly include a fee structure that includes the following fees: greens fees, cart rental fees, range fees, food and beverage fees, cork fees (i.e. a tournament administration fee), gift card fee (i.e. a prize) and a benefit fee – paid if the tournament is a fund-raising event. Tournament events and the number of participants shall be communicated in email form to the Golf Management Division Superintendent prior to the 1st of each month.

The Concessionaire shall have the right to charge a fee for tournament administration and preparation costs. The Director of the Parks and Recreation Department retains course operations authority, including the right to close the course for periods of time and to limit the amount of play, including the right to reduce or waive Greens Fees for tournaments where it serves the welfare of the community. Concessionaire will be required to use City approved Tournament software.

3.1.5 Hours of Operation: The Golf Course and clubhouse shall be open for play every day of the year except December 25, unless an emergency or natural catastrophe prevents operation of the Golf Course or clubhouse. City owned golf courses are scheduled to be open for play, daylight to dusk. Concessionaire shall provide services to the public to meet seasonal demand and shall keep the clubhouse and pro-shop open each day the Golf Course is open for play. The Golf Professional(s), in agreement with the Golf Management Division, may close a course (or portions thereof) for emergency repairs, maintenance, or weather-related events. In the event of a course closure, the pro shops and/or concession operations may remain open at the discretion of the Golf Course Supervisors along with Golf Professional(s) and/or the concession operators.

3.1.6 Lessons: The Concessionaire shall ensure that golf instruction be provided by certified PGA Class “A” golf professionals as described.

3.1.7 Management and Staff: The Concessionaire shall provide at its own expense all staff necessary to perform the Concessionaire’s obligations.

3.1.8 Minimum Annual Guarantee (MAG): Per calendar year, the Concessionaire shall pay the City a “Minimum Annual Guarantee” (MAG) of One Hundred Thirty Five Thousand and No/00 Dollars (\$135,000.00). The final MAG if any, shall be paid by the end of June of each City fiscal year. Such payments shall be made through an electronic deposit process as established by the City Treasurer. MAG is not negotiable. Concessionaire will be responsible for initiating an Annual Compliance Audit performed by a reputable CPA firm and providing findings to the Fiscal Manager of the Parks and Recreation Department by December 31 of each calendar year included under this contract. Concessionaire will be responsible for any and all expenses related to the initiation and completion of the Annual Compliance Audit.

3.1.9 Percentage Payment: The City of Albuquerque Golf Courses are operated as a General Fund with the expectation that golf course revenues pay for one hundred percent (100%) of the operation costs of the courses. The Concessionaire shall pay the City of Albuquerque, at a minimum, the following percentages of Gross Receipts generated during the Term of the agreement.

- Food and beverages excluding alcohol- Fifteen percent (15%)
- Merchandise - Five percent (5%)
- Golf Cart Rentals - Fifteen percent (15%)
- Range Balls - Fifteen percent (15%)
- Golf Lesson Sales - Five percent (5%)
- Alcohol/ Liquor- Twenty Five percent (25%)
- Banquets and other Rentals - Fifteen percent (15%)

Current rates for
golf cart rentals
and range balls
are as follows:

Golf Cart Rental

	Double	Half	Single
18 Holes	\$36	\$18	\$26
9 Holes	\$18	\$9	\$13
Afternoon Cart		\$14	\$19
18 Hole Pull Cart			\$8.00

9 Hole Pull Cart (same)			\$4.50
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Range Balls

RANGE TOKENS 2	\$10
RANGE TOKEN	\$5
RANGE BALLS SPECIAL	\$5
RANGE YOUTH TOKEN	\$3
RANGE CLUB	\$90

Equipment
Rental

9 Hole Club Rental	\$10
18 Hole Club Rental	\$20

3.1.10 Additional Revenue Share Incentive Based on Total Rounds Played:
Upon written notice by the Concessionaire to the city, an annual increase in the total number of paid eighteen (18) hole rounds played as compared with the total number played for the prior fiscal year, will result in the City paying the Concessionaire an incentive, listed below. Concessionaire must invoice the city within sixty (60) days of the end of the City’s fiscal year on June 30 to receive incentive payment. For the purpose of this paragraph, two (2) nine (9) hole paid rounds shall equal one (1) eighteen (18) hole paid round. The basis for this incentive will be on rounds played in the previous fiscal year.

Percentage Increase	Incentive
1%	\$10,000
2.5>	\$20,000

3.1.11 Point of Sale: The Concessionaire shall use the City’s Point of Sale (POS) system to record all business transactions. POS system software and hardware (including all computers, printers, firmware, and any other attached devices) are and shall remain the property of the City. City shall supply POS software and hardware for the Pro Shop, Clubhouse and Snack Bar/ Restaurant and to support on-course food and beverage sales. Concessionaire shall not use the Point of Sale System or any other devices for anything other than normal business. Internet usage on City

computers and use of City Internet service is strictly prohibited. Concessionaire will be responsible for any repairs to any computer and/or system if damaged as a result of Concessionaire accessing Internet sites which cause the computer or the City's system to be infected with viruses, malware, etc. Surveillance cameras shall be located at all POS locations and any other locations on the property as deemed necessary by the City to record transactions and activity.

3.1.12 Promotion of Youth Programming: The Concessionaire shall make the Golf Course, including the clubhouse and Concessions, available to the youth (as well as the adults) of the City during regular business hours and shall promote formal youth golf programs. The City reserves the right to enter into various agreements to promote youth golf participation.

3.1.13 Rentals:

3.1.13.1 Golf Cart Fleet: The City will provide a fleet of sixty-five (65) leased golf carts for daily rental to the Concessionaire. The Concessionaire shall be responsible for all annual golf cart preventive maintenance and liable for any golf cart loss or damage. The Concessionaire shall pay for such loss or damage within thirty (30) days of receipt of an invoice from the City.

The Concessionaire and City will execute a sublease agreement, which shall include (but not be limited to) the following responsibilities on the part of the Concessionaire, at its own expense: operate the golf cart fleet, perform all aspects of preventative as well as curative maintenance, keep the fleet clean and prepared for daily rental, pull and store carts daily, fuel carts as needed, and coordinate all warranty work through City personnel and golf cart vendor. The Concessionaire shall pay the City's monthly lease payment for sixty-five (65) carts at one hundred thirty-six and 48/100 dollars (\$136.48) per golf cart. For providing this service, the Concessionaire will retain eighty-five percent (85%) of all cart rental income. The Concessionaire will pay to the City the balance of fifteen percent (15%) daily through the point of sale. The Concessionaire will provide one (1) golf cart from the current fleet free of charge to the City for its sole use.

3.1.13.2 Other Rentals and Revenue Generating Activities: Rentals other than golf carts and range balls often supplement the public's ability to play the game of golf as well as generate additional revenue. Variations on the game of golf, including special events and activities (e.g., driving and putting contests, nighttime golf, and special on-course food and golf events), can create attraction and interest in the course. Activities other than traditional ball golf (e.g., disc golf) can diversify the public's use of the course, make it more accessible to a broader segment of the public, and generate additional

revenue streams. The successful Offeror's proposal shall include detailed ideas for how the Concessionaire will offer these other types of rentals and activities.

3.2 Golf Course Pro Shop Operations:

3.2.1 Full-Time Golf Professional: The Concessionaire shall provide the services of, at least one (1) Class "A" Professional Golf Association (PGA) Golf Professional, and one (1) Class "B" PGA Golf Professional. The PGA professionals shall devote their respective full-time skill, labor and attention to the operation of the Golf Course, including the clubhouse and Concessions. One PGA Professional is required to be available at all times during normal golf course operational hours. Each Golf Professional shall provide his / her services to the Concessionaire twelve (12) months each year, except for absences which are authorized. A substitute for a named Golf Professional may be utilized if the substitute is a PGA Class "A" member and the Concessionaire has obtained the prior approval of the Director of the Parks and Recreation Department for both the substitute and the time period of the substitution.

The following PGA member classifications are acceptable.

PGA Member Classification:

- A-1 Head Professional at a PGA Recognized Golf Course,
- A-2 Head Professional at a PGA Recognized Golf Range,
- A-4 Director of Golf at PGA Recognized Golf Facilities,
- A-6 Golf Instructor at a PGA Recognized Facility,
- A-8 Assistant Pro
- A-9 Employed in Professional Positions in Management, Development, Ownership Operation and/or Financing of Facilities,
- A-13 General Manager, and
- A-14 Director of Instruction
- B-1 / B-2 Apprentice Head Professional
- B-8 Apprentice Assistant Golf Professional

3.2.2 Hours of Operation: The clubhouse and its services shall be available to the public during Golf Course Hours of operation.

3.2.3 Merchandise Inventory: The Concessionaire holds the exclusive right to sell golf equipment and apparel and to render golf-related services. The Concessionaire shall provide an attractive and amply supplied Pro Shop for the sale of golf-related equipment and supplies, equipment for rental of power and caddy carts, equipment for rental of driving range balls and clubs, equipment for rental of other golf equipment and other services that promote convenience to the public in

the game of golf. **The inventory of golf equipment, supplies and apparel shall be maintained at a minimum wholesale value of fifty thousand (\$50,000)** or PGA equivalent of per square foot Merchandising Inventory Sales standards. Inventory sales must equal one and one half (1 ½) turnover each year. The Concessionaire shall prove adequate pro shop staffing levels to meet peak periods of business.

3.2.4 No Gifts: The Concessionaire shall not give away any of the following without the prior written approval of the Director of the Parks and Recreation Department (“Director”): food, beverages, merchandise, services or equipment usage or golf course usage. The Concessionaire shall not permit play at less than the rate approved by the City or allow free play or provide free passes for play unless such passes or play have been approved by the Director. Concessionaire employees may have limited greens fees privileges provided no such employee shall displace any greens fee-paying customer. Discounted/Complimentary greens fees privileges/employee rounds will only be offered after 10:00 AM. Discounted employee rounds may not exceed two (2) rounds per week.

3.2.5 Operating Policy: The Concessionaire must operate and manage the clubhouse, Concessions and Golf Course in compliance with the current Operation Manual for the City of Albuquerque Municipal Golf Courses. The Concessionaire must acknowledge receipt of a copy of the current Operation Manual for the City of Albuquerque Municipal Golf Courses.

3.2.6 Professional Instruction: The Concessionaire shall ensure that golf instruction is provided by certified PGA Class “A” golf professionals. Only the Concessionaire or employee of the concessionaire certified as a PGA Class A professional is permitted to teach at City facilities. No other individuals are permitted to give lessons at City golf facilities. The Golf Professional shall promote and conduct golf tournaments and exhibits to benefit and enhance the general operation of the Golf Course. The Golf Professional shall have the right to use his personal identification as a qualified Class “A” member of the PGA in all advertising and promotion of tournaments.

3.2.7 Staffing: The Concessionaire shall provide adequate pro shop staffing levels to meet peak periods of business.

3.3 Clubhouse: Snack Bar/Restaurant Operations

3.3.1 Care of the Buildings and Equipment: Concessionaire shall keep all City real and personal property used pursuant to this Agreement in good condition; ordinary wear and tear excepted. Concessionaire shall provide daily custodial, maintenance, and upkeep services as necessary to maintain an attractive

appearance for the clubhouse and other buildings used by Concessionaire, including keeping the clubhouse (including restrooms) neat, clean, and in good condition at all times. Concessionaire shall pay for all related costs for labor, upkeep, equipment, janitorial material and maintenance supplies (including light bulbs), and repairs due to concessionaire negligence or intentional acts or omissions. The Concessionaire shall provide all routine janitorial and maintenance services on the exterior of the clubhouse and all buildings used by the Concessionaire within a 100-foot perimeter as necessary to keep these areas neat, clean, and in good repair, including free of litter and weeds, at all times. The Concessionaire will also provide quarterly enzyme treatments on all plumbing, specifically kitchen sinks and grease traps. Concessionaire is responsible for the pumping cost associated with a minimum of bi-annual pumping of grease and sand traps used by the Concessionaire. The Concessionaire shall not make any repairs or building renovations at the expense of the City, unless specific, prior authorization of the Director is obtained. The Concessionaire shall pay any repair, upkeep, custodial, repair or maintenance expenses incurred by the City as a result of Concessionaire's negligence or intentional acts or omissions within 30 days of receipt of an invoice.

3.3.2 Food and Beverage Service: All food and beverage service in the snack bar shall be operated in compliance with the City health regulations and requirements and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Albuquerque. Concessionaire agrees to maintain a daily beginning food and beverage service inventory of a wholesale value of at least twenty-five hundred dollars (\$2,500.00) on site. The Concessionaire shall provide healthy food menu options, including, but not limited to, fresh fruits, fresh vegetables, and other minimally processed, nutritious items. Offerors shall describe in their proposals how they will source food and beverage items locally, including identifying regional suppliers or distributors and seasonal availability of produce. The Concessioner shall also be required to establish and maintain a Food Rescue Program to ensure that safe, unused food is donated to local organizations serving food-insecure populations. While supporting the City's waste-reduction goals, the Concessioner shall implement a Food Waste Prevention and Composting Program to divert food scraps and organic waste from the landfill.

3.3.3 Point of Sale: The Concessionaire shall use the City's Point of Sale (POS) system to record all business transactions. At least one Point of Sale station must be fully operational during normal hours of operation.

3.3.4 Utilities: The Concessionaire will provide and pay for all utilities used in snack bar/restaurant operation, including but not limited to internet, electricity

and gas. **The City will provide and pay for water, sewer, telephone and refuse services.**

3.3.4.1 Ladera Golf Course has successfully implemented a photovoltaic (PV) solar-powered lighting system. This innovative solution will enhance the illumination of parking areas, pathways, maintenance zones, and other designated outdoor spaces. By doing so, it not only reduces utility costs but also aligns with the City's commitment to advancing renewable energy initiatives.

3.3.5 No Assignment: The Concessionaire shall not assign, delegate, sublease or assign any snack bar/restaurant service or any right or privilege or obligation arising under the agreement.

3.3.6 Preventative Maintenance: The Concessionaire shall perform all regular annual preventive maintenance on all kitchen equipment and exhaust systems as per warranty instructions provided with the equipment and as per manufacturer specifications. The Concessionaire must provide quarterly (four times per year) enzyme treatments on all plumbing paying specific attention to kitchen sinks. The Concessionaire shall be liable for any and all damages to equipment caused by improper preventive maintenance and repair. The City shall maintain the electrical system, the plumbing system, and the heating, fire alarms, and air conditioning system.

3.4 Clubhouse: Banquet Facility Operations

3.4.1 Banquet Facility: In the clubhouse, the Concessionaire shall establish, equip, operate and maintain a banquet facility with kitchen facilities for food preparation available for rental for special functions. Only employees of the Concessionaire shall operate the on-site kitchen facilities and such facilities shall only be used to service the patrons of the golf course.

3.4.2 Clubhouse Manager/ Banquet Facility Manager: In addition to the PGA Golf Professionals, the Concessionaire shall have on site during all hours of operation, a Clubhouse Manager/banquet facility Manager. The Clubhouse Manager/banquet facility shall be on-call after hours for emergencies related to the clubhouse and banquet facility.

3.4.3 No Assignment: The Concessionaire shall not assign, delegate, sublease or assign any food and beverage service, or banquet facility service, or any right or privilege or obligation arising

under the agreement.

3.4.4 Preventative Maintenance: The Concessionaire shall perform all regular annual preventive maintenance on all kitchen equipment and exhaust systems in the banquet facilities as per warranty instructions provided with the equipment and as per manufacturer specifications. The Concessionaire must provide quarterly (four times per year) enzyme treatments on all plumbing paying specific attention to kitchen sinks. The Concessionaire shall be liable for any and all damages to equipment caused by improper preventive maintenance. The City shall maintain the electrical system, plumbing system, and heating and air conditioning system.

3.4.5 Utilities: The Concessionaire will provide and pay for all utilities used in the banquet facility, including but not limited to telephone, electricity and gas. The City will provide and pay for water, sewer and refuse services.

3.5 Alcohol Service

3.5.1 Alcohol Service / Liquor Lease Agreement: The City of Albuquerque holds the governmental liquor license for Ladera Golf Course. The Concessionaire must apply to the State of New Mexico, Regulation and Licensing Department, Alcohol and Gaming Division (“AGD”) to lease the City’s liquor license for the service and sale of alcoholic beverages in the snack bar/restaurant and/or banquet facility. The Concessionaire must meet all requirements of the State of New Mexico to qualify to operate pursuant to the liquor license, including but not limited to meeting requirements under the Alcohol Server Education Article of the Liquor Control Act (“Alcohol Server Act”). The Concessionaire must meet all such requirements on a continuous basis and be qualified for each annual renewal of the liquor license, Payment of fines for any violations of the liquor license shall be the responsibility of the concessioner.

3.6 Marketing / Advertising: The City shall expend a minimum of five percent (5%) of the Concessionaire’s Combined Concessions Gross Receipts for marketing and/or advertising purposes. The Concessionaire shall establish and maintain a five-year marketing plan for Ladera Golf Course with the intent of growing all Concessionaire revenue activity where new market revenue segments are identified and strategically outlined for the development of the golf course.

3.7 Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree this agreement may be

electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

3.8 Force Majeure. The City shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to perform its duties or obligations under this Agreement caused by strikes, lockouts, fire, theft, shortage, inability to obtain materials, breakdowns, delays in carriers, manufacturers, or regulations, riot, civil commotion, war, malicious mischief, or by any cause beyond the City's reasonable control.

3.9 This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

PART 4

EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

4.1.1 Selection of Finalist Offerors (If Applicable). The Ad Hoc Advisory Committee may select Finalist Offerors (also known as the “short list”). The Purchasing Office will notify the Finalist Offerors. Only Finalist Offerors will be invited to participate in the subsequent steps of the procurement if this Finalist process is used.

4.1. 2. Oral Presentation or Demonstrations by Finalists (If Applicable). Finalist Offerors may be required to present their proposals to the Ad Hoc Advisory Committee (“Oral Presentation”). The Purchasing Office will schedule the time for each Finalist Offeror’s presentation. All Finalist Offeror Oral Presentations will be held remotely via Zoom unless notified otherwise. Each Oral Presentation will be limited to one (1) hour in duration unless notified otherwise. NOTE: The scores from the initial proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

4.2 Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

100 - The Offeror’s general approach and plans to meet the requirements of the RFP.

200 - The Offeror's detailed plans to meet the objectives of each task, activity, etc., on the required schedule.

200 - Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

100 - Adequacy of proposed project management and resources to be utilized by

the Offeror.

100 - The Offeror's past performance on projects of similar scope and size.

200 - The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 - Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

Appendix A

Historical Golf Rounds

	<i>Ladera</i>					
	<i>FY25 Rounds</i>	<i>FY24 Rounds</i>	<i>FY23 Rounds</i>	<i>FY22 Rounds</i>	<i>FY21 Rounds</i>	<i>FY20 Rounds</i>
July	9,813	7,949	7,893	7,609	8,065	5,288
August	9,418	8,293	8,200	7,632	8,203	5,304
September	7,965	7,194	7,197	6,541	7,171	5,310
October	7,932	6,813	5,961	6,046	6,238	3,969
November	5,351	5,103	4,299	5,360	2,763	2,992
December (Closed 25th)	5,373	4,098	3,375	3,520	3,487	1,968
January	3,550	3,966	3,357	4,219	4,031	2,418
February	6,378	4,962	3,893	3,512	3,882	2,932
March	6,955	6,605	5,198	5,371	5,602	3,641
April	7,707	7,592	7,146	6,120	6,547	0
May	9,282	9,019	7,475	7,393	6,780	8,467
June	9,820	9,689	8,660	7,169	6,766	7,721
Total Rounds	89,544	81,283	72,654	70,492	69,535	50,010

Appendix B

Ladera Golf Course Pro Shop FY25		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Concessionaire Proshop Revenue
Total Cart and Range Ball Sales w/out tax		90,904	87,578	74,476	72,819	46,863	47,474	35,383	53,577	60,093	71,095	96,232	106,270	
Percentage = 15%	Cart and Range Balls - COA % collected from Rectrac POS	13,636	13,137	11,171	10,923	7,030	7,121	5,307	8,037	9,014	10,664	14,435	15,940	
Percentage = 85%	Cart and Range Balls - LD Concess. % collected from Rectrac POS	77,268	74,441	63,305	61,896	39,834	40,353	30,075	45,540	51,079	60,431	81,797	90,329	716,349
Merchandise Sales w/out tax		21,153	19,798	14,919	12,762	8,282	11,940	6,981	10,404	12,069	18,528	19,631	20,238	
Percentage = 5%	Merchandise/Banquet - COA % collected from Rectrac POS	1,056	990	746	638	414	597	349	520	603	926	982	1,012	
Percentage = 95%	Merchandise/Banquet - LD Concess. % collected from Rectrac POS	20,057	18,808	14,173	12,124	7,877	11,343	6,632	9,884	11,466	17,602	18,649	19,226	167,840
Total Lessons w/out tax		0	0	390	0	0	148	0	0	0	0	400	0	
Percentage = 5%	Lessons - COA % collected from Rectrac POS	0	0	20	0	0	7	0	0	0	0	20	0	
Percentage = 95%	Lessons - LD Concess. % collected from Rectrac POS	0	0	371	0	0	141	0	0	0	0	380	0	892
Tuesday Special w/out tax		3,462	3,425	2,587	2,762	1,561	1,572	854	1,942	1,876	3,127	3,555	4,354	
Percentage = 15%	Food and Beverage - COA % collected from Rectrac POS	519	514	388	414	234	236	128	291	281	469	533	653	
Percentage = 85%	Food and Beverage - LD Concess. % collected from Rectrac POS	2,942	2,912	2,200	2,348	1,327	1,336	726	1,651	1,594	2,658	3,022	3,701	26,416
Total Pro Shop Sales w/out tax		115,519	110,801	92,372	88,343	56,706	61,134	43,218	65,923	74,038	92,750	119,818	130,862	1,051,484
Total Concessionaire Pro Shop Revenue														911,496
COA Pro Shop Revenue														139,988

2025

City of Albuquerque

Golf Operations and Concession **Manual**

Parks and Recreation Department

Golf Management Division

CITY OF ALBUQUERQUE
PARKS & RECREATION
DEPARTMENT

FOREWORD

The Parks and Recreation Department's Golf Management Division (GMO) is committed to providing affordable, quality golf and the high quality maintenance of municipal golf facilities. This manual provides policies and procedures that support Golf Management Division's purpose. Green fees paid by golf course customers and the percentage payments for food and beverage sales, cart and range ball rentals, pro shop sales, and alcohol sales from the golf course concessionaires provides the city with revenue to the general fund.

"Four Great Courses and One Awesome City!"

INTRODUCTION	5
DEFINITIONS	6
MUNICIPAL GOLF COURSES	7
NORTH EAST ALBUQUERQUE	7
ARROYO DEL OSO GOLF COURSE	7
ARROYO DEL OSO GOLF COURSE	8
SOUTH EAST ALBUQUERQUE	8
PUERTO DEL SOL GOLF COURSE	8
NORTHWEST ALBUQUERQUE	9
LADERA GOLFCOURSE	9
GOLF COURSE CONCESSIONAIRES	10
GENERAL OPERATIONAL POLICIES	10
ALBUQUERQUE MUNICIPAL GOLF COMMON RULES	10
ALCOHOL/ LIQUOR SALES	11
ANNUAL PASSES	11
CHILDREN	11
COMPLIMENTARY PLAY	12
CONDUCT OF PLAYERS	12
COURSE CONTROL/ MARSHALLING	12
GIFT CARDS	13
EXISTING PAPER GIFT CERTIFICATES	13
NEW GIFT CARDS	13
HOURS OF OPERATION	14
LIFETIME MEMBERSHIP PASSES	14
LIGHTNING/ HAZARDOUS WEATHER ALERT	15
PRACTICE AREAS	16
PROFESSIONAL GOLFERS' ASSOCIATION (PGA) OF AMERICA	16
RAIN CHECKS OR DAY OF PLAY REFUNDS	16
RESTRICTED AREAS AND USES	17
RIDING AND HANDCARTS	17
SPECIAL TEETIMES	17

Appendix C

TEE TIME RESERVATIONS 17

TOURNAMENTS18

TOURNAMENT APPROVAL.19

"SHOTGUN" TOURNAMENTS"20

TOURNAMENT FEE REDUCTIONS AND WAIVERS20

GOLF MANAGEMENT DIVISION FEE WAIVER REQUESTS20

USE OF CITY PROPERTY/ GOLF COURSES22

ALBUQUERQUE PUBLIC SCHOOLS JOINT USE AGREEMENT 22

 HIGH SCHOOL USE OF CITY OWNED GOLF COURSES..... 22

 GOLF COURSE RATES23

GOLF ADVISORY BOARD23

POINT OF SALE(POS)..... 24

 MONEY HANDLING & REPORTING 24

 DAILY CASH DEPOSITS25

 DAILY DEPOSIT RECONCILIATION25

 PERCENTAGE PAYMENTS 26

APPENDIX27

 GOLF MANAGEMENT DIVISION 28

 GOLF COURSE MAINTENANCE 29

 FEE WAIVER/ FEE REDUCTION REQUEST FORM.....30

 CASH HANDLING 32

INTRODUCTION

The Golf Management Division is responsible for managing all aspects of the City's golf program, including oversight of concessionaires and the physical maintenance of each golf course. Independent concessionaires are City contractors responsible for managing business operations and concession activities at each of the City's four golf courses. The City manages the day-to-day turf maintenance.

DEFINITIONS

90° Degree Rule: Carts are not to be driven on fairways until 90 degrees to the ball. Only then should the cart leave the path, driving directly to the ball. Following the golf shot, the golfer then drives directly back to the cart path at 90 degrees.

Chief Administrative Officer (CAO): The Chief Administrative Officer of the City of Albuquerque. Cork Fee: A Fee collected for the coordination/organization of a tournament.

Director: The Director of the City's Parks and Recreation Department.

Point of Sale (POS) System: A system used to record all business transactions, including but not limited to green fees, pro-shop, other concession sales, golf lessons, golf banquets, alcohol sales, and any other business that is part of the Concessionaire's operation.

Shotgun: A simultaneous start of a tournament at each golf hole.

Tournament: A championship series of games or athletic contests where competitors compete for a prize. For City of Albuquerque purposes, a tournament is further defined as any group greater than thirty two (32) players that compete for a prize.

MUNICIPAL GOLF COURSES

City golf courses are open 364 days out of the year (CLOSED on Christmas Day) from dawn to dusk. Golf Management Division maintains 90 holes of golf and four driving ranges. The driving ranges at Puerto Del Sol and Ladera Golf Course are unique because they are lighted and available for evening practice from Memorial Day through the Albuquerque International Balloon Fiesta in October, weather permitting. The City maintains the following four golf courses in three of the major quadrants of Albuquerque. Easy-to-get-to locations and affordable rates are two of the current strengths of the City's golf courses.

NORTH EAST ALBUQUERQUE

ARROYO DEL OSO GOLF COURSE

Arroyo Del Oso (ADO) Golf Course is located in the Bear Canyon Arroyo in NE Albuquerque. This 27-hole course is noted for its interesting topography, large greens, rolling fairways and six water-hole obstacles. ADO was opened in 1965 and was finally built out to its current 27-hole configuration in 1987 with the addition of the 9-hole "*Dam 9*" course.

The "*Dam 9*" course shares double duty as a municipal golf course and as an Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA) facility. Parts of the "*Dam 9*" course are located next to the Bear Canyon Arroyo and serve as a temporary water storage basin during significant summer Monsoon rain events.

ADO's primary 18-hole course is 6,545 yards (Par 72) from the rear tees and 6,015 (Par 73) from the forward tees. In 1981, Golf Digest Magazine rated Arroyo Del Oso among the "Top 50 Municipal Golf Courses" in the nation. Arroyo Del Oso meets the needs of intermediate and advanced golfers.

This course is irrigated with reclaimed water from the Albuquerque Bernalillo County Water Utility Authority (ABCWUA). The use of reclaimed water promotes increased water conservation by reducing dependency on the fresh water supply.

Arroyo Del Oso Golf Course
7001 Osuna Rd NE
Albuquerque, **NM** 87109
505-884-7505

LOS ALTOS GOLF COURSE

Los Altos is the oldest of the City's four courses - having opened for business in 1960. This course was built to favor the weekend golfer with a natural slice. The course is intended for relatively fast play. A good foursome can play an 18-hole round in less than four hours while the 9-hole Executive (Par 29) Course is designed specifically for golfers with limited time.

The 18-hole course measures 6,180 yards (Par 71) from the rear tees and 5,895 yards (Par 74) from the forward tees. Arroyo Del Oso presents an apparently easy flat terrain next to Interstate 40. However, the course features two large lakes, numerous mature trees and large sand traps. Arroyo Del Oso is ideal for the beginner to intermediate golfer. The course features a pro shop, banquet facility and grill.

Los Altos Golf Course
9717 Copper NE
Albuquerque **NM** 87123
505-298-1897

SOUTH EAST ALBUQUERQUE

PUERTO DEL SOL GOLF COURSE

Puerto Del Sol features a lighted driving range that is open seven nights a week - Memorial Day through the Albuquerque International Balloon Fiesta in October (weather permitting). The course is located at the intersection of Gibson and Girard right next to the Albuquerque International Airport (AKA: Sunport).

Puerto Del Sol was rated as an *"Outstanding 9-Hole Course"* by the National Golf Foundation, Best of the City 9-hole course in 2025, and features ample-sized greens and wide, tree-lined fairways. The course is pleasurable to walk, making it popular with beginner golfers, seniors, and anyone interested in fitness. This course measures 3,030 yards from the championship tees, 2,830 yards from the regulation tees, and 2,525 yards from the forward tees. The 9-hole Par is 35 for both men and women.

The course is irrigated with reclaimed water from the Albuquerque Bernalillo County Water Utility Authority (ABCWUA) since May 29, 2013. The use of reclaimed water promotes increased water conservation by reducing dependency on the fresh water supply.

Puerto Del Sol Golf Course
1800 Girard SE
Albuquerque, **NM** 87106
(505)265-5636

NORTHWEST ALBUQUERQUE

LADERA GOLF COURSE

Ladera Golf Course is located on Albuquerque's Westside and was opened in 1980. The views of the Sandia Mountains to the east and the five "*Sister Volcanoes*" to the west are unmatched in the City. This 27-hole, 240 acre course is noted for the longest playing yardage of any of the other three City golf courses. Ladera measures 7,107 yards from the championship tees, 6,618 yards from the regulation tees (Par 72) and 5,966 yards from the forward tees (Par 72). Ladera Golf Course also includes a 25-acre Lighted Driving Range for golf lessons and ball rentals, a 9000 + square foot practice putting green, and a practice chipping green. Ladera has the reputation of being one of the best practice courses in New Mexico.

As with Arroyo Del Oso, Ladera Golf Course serves a dual purpose as a City golf course and as a retention basin for the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA).

Ladera includes a snack bar, cantina, and a banquet facility (8,651 sq. ft.) with an occupant load of 300 individuals. The banquet hall is the largest of the four municipal courses. The Ladera banquet facility has been used for parties, community functions and special events. The facility includes a full-service kitchen, banquet hall and snack bar / restaurant.

Since 2011, the City has invested \$4,000,000 in capital improvement projects that include a complete irrigation system renovation, green and fairway turf renovation and 4.5 miles of concrete, cart path improvements. Green and fairway capital improvement renovations of the "Front Nine" and "Back Nine" were completed in October 2014.

Ladera Golf Course
3401 Ladera Drive NW
Albuquerque, New Mexico 87120
(505)836-4449

GOLF COURSE CONCESSIONAIRES

The City of Albuquerque historically has chosen to operate each golf course by contracting for the services of a Professional Golfers' Association (PGA) member to operate the Pro Shop, Clubhouse, Banquet Hall and Restaurant. Current concessionaires and contract expirations for each course are identified below.

Golf Course	Concessionaire (OBA)	Concessionaire	Contract Expiration
Los Altos	CR Golf LLC	Colby Reddoch	December 31, 2029
Puerto Del Sol	CDK Golf Management	Colby Reddoch, David Muttitt, Kevin Richards	May 13, 2029
Ladera	Bill Harvey Golf, LLC	Bill Harvey	May 5, 2026
Arroyo Del Oso	New Mexico Golf LTD	Tony Hidalgo Jr.	March 20, 2029

GENERAL OPERATIONAL POLICIES

BACKGROUND

The Golf Management Division (GMO) of the City's Parks and Recreation Department (PRO) is responsible for oversight of concessionaire operations and maintenance of the golf course grounds.

ALBUQUERQUE MUNICIPAL GOLF COMMON RULES

As Adopted by:

United States Golf Association
Sun Country Golf Association
National Golf Foundation

- Replace divots on fairway and repair your ball mark on the green, as well as one other.
- If looking for a lost ball, wave the group behind you to play through your group.
- Tee off only between markers on tee boxes or specified forward locations
- Smooth footprints in the sand bunkers.
- Do not take carts onto the green with the exception of ADA-compliant vehicles.

- Play no more than one ball.
- Call "*fore*" loudly if ball is in danger of hitting another player.
- Do not play unless the players in front of you are out of range.
- Mark your ball with a ball marker. Do not scratch or dig into the green.
- Lay the flag pole gently on the green, do not throw it down.
- Play holes in a natural sequence; no cutting across holes.
- Do not walk through the sand bunkers or hazards.
- Move off the green immediately after putting out.
- Make efforts to maintain the proper pace of play.
- Mark scores away from greens.
- Players are allowed five minutes to look for a lost ball.

ALCOHOL/ LIQUOR SALES

Dispensing of liquor on a City owned and operated golf course shall comply with all prevailing laws, rules and regulations of the State of New Mexico and the City of Albuquerque. The Liquor License is owned by the City of Albuquerque and is subsequently leased / rented to the golf course concessionaire for a percentage of alcohol sales as defined by the existing liquor license agreements.

ANNUAL PASSES

A variety of annual passes are available for sale at each course's pro shop and at the Golf Management Division located at 6401 Osuna NE. Contact Golf Management Division for details.

- Golf passes generally are not refundable. In unusual circumstances, pro-rated refund requests may be approved by the Director. Requests for pro-rated refunds shall be made in writing to the Golf Management Division. Should a refund be approved, it will be processed in accordance with the schedule outlined in the Annual Pass Policy and Use Agreement.
- Refunds are not available on PM Passes and special promotions.

CHILDREN

Children ages 10 - 13 are allowed to play golf on municipal golf courses when accompanied by a parent, guardian or other adult (responsible for the actions of the child). Children under age 10 are encouraged to play on the Parks and Recreation Division's 6-hole "Pitch and Putt" course located at Balloon Fiesta Park.

- Children ages 10-13 may play on an 18-hole course when accompanied by an adult or upon certification by a Golf Professional that the player is knowledgeable of the rules and conduct of golf.
- Children under age 13 are allowed to use the practice areas with adult supervision or the approval of the Golf Professional.

COMPLIMENTARY PLAY

The Department Director and/or the City's Chief Administrative Officer (CAO) may approve complimentary play on City of Albuquerque golf courses. Complimentary play is also designed to assist in the transfer or exchange of information, programs, and technologies that impact golf operations. It also exists to educate and inform those who are involved in golf operations.

Complimentary golf is generally not available during weekends and holidays without approval of the Golf Professional at no time will complimentary play displace paying customers to include annual pass holders. Complimentary play is limited to the following:

- Participants in an event sponsored by the City for promotion of conventions, tourism, economic development and industrial development.
- Members of the PGA and GCSAA
- CAO, Deputy CAO, Department Director and elected officials of the City of Albuquerque
- Pro shop/concessions employees on their "home" course.
- Golf Management Division employees on any municipal golf course.
- Municipal Golf Advisory Board (GAB) Members are awarded one complimentary play upon attendance of a regularly scheduled GAB meeting.

CONDUCT OF PLAYERS

All players should conduct themselves in a manner that enforces the ethics, traditions and integrity of the game of golf. In doing so, players shall:

- Refrain from loud, abusive and vulgar language.
- Be courteous and avoid actions that may endanger persons or property (i.e., throwing of clubs, hitting balls into the group ahead).
- Dress appropriately (wear a shirt, shorts, slacks, skirt, and shoes).
- Be familiar with rules of etiquette and follow them.
- Obey the instructions of the Course Marshals.
- As a condition of play golfers are responsible for damages or injury to property, vehicles, or persons on or off the course. The City of Albuquerque will not be liable.

COURSE CONTROL/ MARSHALLING

Golf Course Marshals and marshaling services are provided for municipal golf courses by the concessionaire. A minimum of one Course Marshal is required during peak times (9am-3pm). Course Marshals are authorized to enforce the following rules of play.

- All players shall have an age appropriate (Jr. or Sr.) paid green fee or authorized receipt in their possession. Players not able to provide information regarding payment of a green fee will be required to pay such fees and may be subject to removal from the

course. Season cardholders / golfers with memberships shall register and obtain a receipt for each round prior to play.

- Each player shall have a set of clubs.
- Wearing metal spike shoes is not permitted on any course or practice area.
- Players should make every effort to finish the round of play in four hours and thirty minutes. The Course Marshal is authorized to assist with speed of play by requiring slow playing groups to *"pick up"*, *"skip a hole"*, or allow faster groups to *"play through"*.
- Players using a golf course do so at their own risk.
- Singles and twosomes have no standing on the course. Threesomes and foursomes have priority over individuals and twosomes. Golf Professionals have the right to pair players whenever course conditions dictate.
- Five players in a group are not permitted before 11:00 AM and shall not impede the pace of play. Golf carts are recommended to assist with an appropriate pace of play.
- Rain checks redeemed are subject to verification by Course Marshal with an original receipt.

GIFT CARDS

Plastic gift cards are the only medium designed to interface with the City of Albuquerque's point of sale system. It is the intent of Golf Management Division to transition all of the old, existing paper gift certificates to the modern cards so that all transactions are reported through the POS.

EXISTING PAPER GIFT CERTIFICATES

According to New Mexico state law, existing paper gift cards and paper gift certificates shall be honored by the issuing golf course concessionaire until redeemed. The purchase money for the gift certificate is expected to be held in escrow indefinitely. Use of the old paper gift certificates shall be handled as follows:

- When tendered as payment, existing, old gift cards and certificates shall be entered into the RecTrac POS system. Zero balance gift cards shall be turned into the Golf Management Division with the prospective End of Month packet.
- Each golf course concessionaire / pro shop shall submit the outstanding inventory of all existing gift cards and paper gift certificates by July 1 - the start of the new fiscal year.
- Each golf course concessionaire / pro shop shall maintain the ongoing, outstanding inventory of all existing gift cards and paper gift certificates. This inventory shall be reported to the Golf Management Division with the prospective End of Month packet.
- Golf course concessionaires are no longer authorized to issue any paper gift certificates.

NEW GIFT CARDS

(Cards Issued After Sirius Ware Installation - July 1, 2014)

Any gift card sold at a municipal golf course is valid and redeemable at any City golf course. The gift card serves as a form of tendered payment and is not specific for use at the issuing golf

course pro shop. This is a significant change in how gift cards **were** historically sold and redeemed.

- Gift cards may be used to redeem purchases of green fees, merchandise, food, golf lessons and beverages.
- All gift card transactions shall be entered in the City's point of sale (POS) system. Gift card transactions will be automatically tracked by the POS system.
- The City of Albuquerque will hold all funds received from the purchase of gift cards in a separate escrow account - until the gift card is redeemed. This is a City Treasury requirement.
- The golf course concessionaires will be responsible for all of the costs associated with new gift cards to include but not be limited to the purchase of gift card control numbers, the purchase of media and the production of art work.

HOURS OF OPERATION

City-owned golf courses are open for daily play, dawn to dusk. The courses are closed on Christmas Day.

- Golf Professional(s), in agreement with the Golf Management Division may close a course (or portions of a course) for emergency repairs, maintenance or weather related events.
- In the event of a course closure, the pro shops and/or concession operations may remain open at the discretion of the Golf Course Supervisors and/or the concessionaire.
- Puerto Del Sol's lighted driving range is open 7 days a week from Memorial Day until Labor Day, from dawn until 10:30pm.

LIFETIME MEMBERSHIP PASSES

Golf Management Division's Lifetime Golf Membership Pass Policy

A golfer may qualify for a Lifetime Golf Membership Pass singularly or in combination of the following:

- Long standing City of Albuquerque Golf Management Division annual pass member
- Long standing City of Albuquerque, golf course association member, and
- Long standing playing history at a City of Albuquerque Golf Course or courses

Application Process: Once a golfer reaches 85 years of age, contact the Golf Management Division to initiate the process. The application packet is compiled by the Golf Management Division and forwarded for Department Director approval. Upon Director approval, the application will be forwarded to the City's Chief Administrative Officer (CAO) for final approval. Award of the lifetime pass is contingent upon final CAO approval.

Application Packet shall include the following:

- Letter of participation describing the golfer's playing history at the City's municipal golf courses. The letter should include the number of years as an annual pass holder, the number of years as an association member at a City course, and any other volunteer or community/City golf program involvement such as being a member of the City's Golf Advisory Board.
- Copy of the applicant driver's license or valid New Mexico state identification.
- A letter or letters of support that document golf course participation. The letters of support have been historically provided by golf course concessionaires and Professional Golf Association (PGA) members.

Approval Process:

- Director Approval: Once the application packet has been completed and approved by the Golf Management Division Superintendent, Golf Management Division will turn the packet into the Director of Parks and Recreation for signature approval. The Director will forward the approved application onto the Mayor's office for COA approval.
- CAO Approval: Once the Mayor's Office returns an approved application packet, the Golf Management Division will contact the applicant and complete the process by issuing a valid Lifetime Golf Membership Pass to the applicant.

Lifetime Golf Membership Pass Award: The award of a Lifetime Golf Membership Pass should always be coordinated through the department's Public Information Officer with the Office of the Mayor. Such an award should always be considered and used as a good news story to promote quality of life, lifelong recreational pursuits and affordable golf at the City's municipal golf courses.

Lifetime Golf Membership Award Expiration/Renewal/Use:

- Renewal: A lifetime pass is not issued with an expiration date. Golf Management Division is interested in knowing how many lifetime members are still actively playing the game of golf at City courses. Lifetime pass holders will be asked to renew their membership at no charge every two years - simply by contacting the Golf Management Division. The intent of renewing the lifetime pass is to know how many lifetime members are still golfing at City courses.
- Pass Use: Lifetime golf passes may be used seven days a week at any of the City's municipal golf courses.

LIGHTNING/ HAZARDOUS WEATHER ALERT

At the time a siren or similar signal is sounded as a hazardous weather alert, players on the course shall immediately suspend play and seek shelter. The safest shelter will always be the golf course clubhouse. A double signal will be sounded when it is determined to be safe to

resume play, at which time the players should continue from the point at which play was suspended.

PRACTICE AREAS

Practice areas are open daily (except Christmas Day), from dawn to dusk. Practice areas may be temporarily closed for maintenance or a hazardous weather related event.

- Practice areas may be closed to the general public by the Golf Professional no earlier than:

TIME
4:00 PM
5:30 PM
6:30 PM
7:00 PM
6:30 PM
5:30 PM
4:00 PM

- The Puerto Del Sol and Ladera practice areas may remain open until 10:30 PM during daylight savings time (usually Memorial Day through the Albuquerque International Balloon Fiesta held in October, weather permitting.)

PROFESSIONAL GOLFERS' ASSOCIATION (PGA) OF AMERICA

On an annual basis (on or before January 31), the Concessionaire at each golf course shall submit a photo copy of the most current PGA Class A Classification Card(s) to the Golf Management Division.

RAIN CHECKS OR DAY OF PLAY REFUNDS

Rain Checks may be issued if player pays for 18-hole play and if:

- Player has played less than 10-holes, a 9-hole rain check will be issued
- Player has played less than 5-holes, a 18-hole rain check will be issued.

Rain Checks are NOT available if player pays for 9-hole play.

Rain Check Redemption:

- Rain checks cannot be used on 9-hole play, afternoon rates, and sundown rates; or combined with any other coupons and/or special rates.

The Starter is responsible for validation of rain check with receipt upon redemption.

RESTRICTED AREAS AND USES

For safety and security reasons, certain areas of golf courses may have limited or restricted general public access. Activities such as bicycle riding, fishing, walking, pet walking, jogging, running, roller blading, skate boarding, etc., are not permitted. Signs prohibiting these activities are posted in prominent places. No pets allowed on golf courses, with exception of service animals; certification will be required.

RIDING AND HAND CARTS

- The golf courses allow the use of rental riding carts only. Privately owned riding carts are not allowed.
- The golf courses allow the use of rental and privately-owned hand carts. Hand carts include battery operated "*pull carts*".
- The 90-degree rule is to be observed at all times for riding carts, including handicap flag carts.
- At no time are riding carts to be driven within 30 feet of the collar of the green. Riding carts are restricted to paved paths around greens and tees with the exception of ADA compliant vehicles or a handicap flag has been requested and issued by the Pro shop.
- Hand carts are not allowed on greens or manicured areas with the exception of ADA compliant vehicles.
- The Golf Professional will determine the fitness and ability of a person to rent riding or hand carts.
- ADA accessible, single-rider golf carts are available at Arroyo del Oso and Puerto Del Sol Golf Courses.

SPECIAL TEE TIMES

Any men's and/or women's golf association, formed and recognized at a City Golf Course, may reserve a group starting time at the course of regular play, on a weekday coordinated with the Golf Professional. Each association shall furnish the Golf Professional with a schedule of tee times desired on an annual basis.

The number one tee will be reserved for only as long as necessary to accommodate the members of the association. During play, up to 144 players are allowed and shall be approved by the Golf Professional. The Golf Professional will post a public announcement in at least two general public areas notifying the public of the policy regarding men's and women's golf association starting times.

TEE TIME RESERVATIONS

Reservations will be accepted for starting times on Saturdays, Sundays, and holidays at Arroyo Del Oso, Arroyo del Oso and Ladera Golf Courses. The Executive Courses at Arroyo Del Oso, Ladera,

Arroyo del Oso-Dam nine, and the 9-hole Puerto Del Sol Golf Course will be open for play on a first-come, first-served basis.

Weekend and holiday starting time reservations will be taken promptly at 7:00 AM, every Wednesday, beginning with the first person registered on the arrival list at the pro shop. This person will be allowed one reservation time. The first person on the phone will then choose one starting time. The procedure will continue, alternating between in person and on the phone reservations until everyone on the list or using the phone has made a reservation. Using the same alternating procedure, starting with first name on the list, and continuing as before, people whose names are on the list will be given the opportunity of making a second and/or third reservation during those weeks which contain a holiday and starting time reservations apply.

- The pro shop's list of names will be established on an individual basis, first-come, first-served, on the designated day for making reservations. All players holding a reservation shall check-in with the starter and pay green fees no later than 15 minutes prior to starting time. Failure to do so shall result in forfeiture of the player's reservation and a player from the work-in list will replace forfeited player.
- Should a person arrive at the pro shop after all present have chosen one time, but before all present have chosen the second time, that person will be given preference of one starting time.
- If a group consistently fails to be present for a schedule starting time, the Golf Professional has the discretion to disallow future starting time reservations.
- A group may have access to the tee only after the entire group has paid the appropriate green fees.

TOURNAMENTS

A tournament is defined as a championship series of games or athletic contests where competitors compete for a prize. For City of Albuquerque purposes, a tournament is further defined as any group greater than thirty two (32) players that compete for a prize. Tournaments, tournament play, and the tournament fee structure shall be approved by the Superintendent of the Golf Management Division and the Director of the Parks and Recreation Department.

Tournaments commonly include a fee structure that includes the following: green fees, cart rental fees, range fees, food and beverage fees, cork fees (i.e. a tournament administration fee), gift card fee (i.e. a prize) and a benefit fee - paid if the tournament is a fund raising event. The Concessionaire shall have the right to charge a fee for tournament administration and preparation costs. The Director of the Parks and Recreation Department and/or the Chief Administrative Officer retain course operations authority, including the right to close the course for periods of time and to limit the amount of play including the right to reduce or waive Green Fees for tournaments where it serves the welfare of the community

- A group may use City golf courses for tournament play. Applications are available in the golf pro shop and shall be submitted at least 21 days before the date of play. The Golf Professional will act upon the application immediately upon receipt of the application.
- Tournaments shall have a minimum of 32 players.
- Each organization sponsoring a tournament is limited to one weekend event per year on each of the four City courses. The men's and women's golf association, at their respective courses, may select the starting time for their weekend tournaments, not to exceed one weekend tournament per month.
- Three professional-amateur (Pro-Am) tournaments will be allowed at each course each calendar year with the recommendation of the Golf Superintendent and the approval of the Director of the Parks and Recreation Department.
- Starting times for tournaments are recommended to back up from no earlier than 1:00 PM (May through August). During the remaining months of daylight savings time, starting times back up from no earlier than 11:00 AM. Tournaments held by course associations may choose a starting time that is mutually agreed upon by the Golf Professional and the Association
- Puerto Del Sol is a 9-hole golf course. The application of certain parts of this section may not apply.
- Extraordinary maintenance and/or course preparation costs for a tournament may be passed along to the tournament organizer from the Golf Management Division (except Men's' City Tournament)
- Tournament organizers are encouraged to make use of available facilities for post tournament functions. Use of non-course food or prize providers requires approval from the Superintendent of the Golf Management Division and the Parks and Recreation Department Director.
- Tournament organizers and Golf Professionals are encouraged to design a Tee-Off schedule that alleviates any unused tee times to the general public.
- Annual membership passes may be used for league tournaments. PM passes are not valid for League tournaments.
- For Non-League tournaments on weekdays, annual passes may be used; however, a tournament green fee rate of \$5.50 (weekday tournament rate less the weekday 18 regular rate) will be charged. Rate is subject to change.
- Annual **passes** may not be used for non-league tournaments scheduled on weekends.

TOURNAMENT APPROVAL

For all tournaments the Golf Management Division Superintendent shall be notified in writing by the 15th day of the month preceding the proposed/requested tournament. The notice will include an outline of costs and tournament fees that will be applied to the event. Full tournament green fees shall be charged unless otherwise agreed to by parties and as approved by the Department Director and/or the Chief Administrative officer. The waiver or reduction of full tournament green fees can only be authorized by the Director using the City Reduced or

Waived Green Fee Form. Tournament play, fee structure, prizes, etc. shall be recommended by the Superintendent of the Golf Management Division.

The tournament and the tournament fee structure shall be approved by Golf Management Division before being scheduled by the golf course concessionaire or golf course professional. Requests for tournament play and scheduling should be turned into the Golf Management Division by the 15th day of the month preceding the proposed / requested tournament.

"SHOTGUN " TOURNAMENTS"

The minimum number of players required for a "*shotgun*" tournament will be 108 on weekdays and 120 on weekends. Back nine "*shotguns*" may be held if a tournament has a minimum of 60 players.

- Recommended shotgun starting times for play are the following:

START TIME
9:00 AM
8:30 AM
8:00 AM
7:00 AM
8:00 AM

The Golf Management Division encourages all patrons to contact each pro shop for current tournament schedules and events.

TOURNAMENT FEE REDUCTIONS AND WAIVERS

Tournament fee reductions and/or a waiver of tournament green fees may be requested from the Department Director through the Golf Management Division Superintendent. Fee reductions and waivers are reviewed on a case-by-case basis and shall be approved by the City of Albuquerque's Parks and Recreation Department Director and/or the City's Chief Administrative Officer (CAO). A green fee waiver/reduction request form shall be filled out and submitted for approval to the Golf Management Division.

GOLF MANAGEMENT DIVISION FEE WAIVER REQUESTS

Parks and Recreation Department (PRD) Policy on Fee Waiver Requests

Organizations and individuals requesting a waiver of PRO fees are required to submit a written request to the Department Director. The Parks and Recreation Department will evaluate fee waiver requests similar to the guidelines used by the Family and Community Services Department. Approval authority will be based on the dollar amount of the fee reduction or

waiver, but only the Director of Parks and Recreation or the Chief Administrative Officer will have the authority to approve such a request.

General Guidelines for Consideration of a Fee Reduction or Waiver:

- **Is the fee waiver request for a City golf course?** Requests for waiver of golf course green fees or tournament fees should be evaluated with respect to the potential negative impact on golf course revenues.
- **Does the fee waiver for a tournament benefit the City of Albuquerque?** The waiver of tournament fees should be evaluated on a case by case basis. The tournament fee waiver should be evaluated in light of the expected economic or promotional benefit to the City. Tournaments bringing in out of the metropolitan area or out of state participants will (in general) have a larger economic impact than a tournament attracting City residents. However, events, such as the Men's City Golf Tournament, featuring residents of the metropolitan area still have the benefit of show-casing the amenities of Albuquerque
- **Is the fee waiver request for a City golf course banquet facility?** Fees for banquet facility use should rarely be waived. The golf course banquet facilities are operated under contract. However, from time to time, neighborhood organizations have asked to use the golf course banquet hall as a meeting area. Use of the banquet hall may be granted provided that the fee waiver request does not displace a previously scheduled fee event. The Director and the Concessionaire should concur with such a request.
- **What is the benefit to the community?** The community benefit should be evaluated on a case by case basis. Fee waiver requests should receive favorable consideration when the benefit to the community closely relates to the mission of the Parks and Recreation Department.
- **Is the person or organization (requesting a fee waiver) charging a fee for the event?** If the organization is charging a fee for the event, then it is reasonable for the Department to charge a fee for the rental and/or program fee.
- **What is the impact on existing Department operations or facility availability?** The granting of a fee waiver should have minimal impact on existing operations. Fee waivers, reduction and/or facility rentals may be more favorably considered during the facility's slow season. Events with fee waivers shall not displace previously scheduled revenue generating events.

Golf Management Division (GMD) Policy on Fee Waiver Requests

- Requests by elected officials from outside City government may be waived for weekday play and approved by the Department Director.
- Requests by elected officials within or outside City Government to use Banquet rooms for public meetings may be approved jointly by the Concessionaire and the Department Director provided that the room is not in use for any other event.
- Requests for the use of banquet rooms for meetings conducted by Neighborhood Associations, registered with the City of Albuquerque Office of Neighborhood

Coordination, may be approved jointly by the Concessionaire and the Department Director provided that the room is not in use for any other event.

- Requests for greens fee reductions or tournament fee waivers by public interest, non-profit organizations, commercial businesses and other groups may be approved as follows:
 - \$0 to \$2,500: by the Department Director for weekday events
 - \$2,501 & Up: Recommended by the Director and approved by the Chief Administrative Officer.
 - All requests for weekend green fees or tournament waivers shall be recommended by the Director and approved by the Chief Administrative Officer.
 - Fee reduction or waiver requests for use of banquet room for public interest, non-profit organizations, commercial businesses and other groups shall be approved by the concessionaire except as noted above.

USE OF CITY PROPERTY/ GOLF COURSES

Any request to use any part of the City of Albuquerque golf course property shall be recommended by the Golf Management Division Superintendent and approved by the Parks and Recreation Department Director and/or the Chief Administrative Officer. Contact the Golf Management Division to obtain a usage of City Property /Golf Course Form. This includes any and all areas such as gazebos, banquet rooms and the golf course.

ALBUQUERQUE PUBLIC SCHOOLS JOINT USE AGREEMENT

HIGH SCHOOL USE OF CITY OWNED GOLF COURSES

The City of Albuquerque has entered into a Joint Use Agreement with the Albuquerque Public Schools (APS) System for the use of turf areas (i.e., the golf courses and City parks). The agreement provides that APS high school golf teams may book municipal golf course use with no green fee charge. Non-APS high schools are required to pay green fees for practices and/or tournaments.

Current operating practice for APS high school golf teams include, but is not limited to the following:

- Each golf course may honor privileges to a maximum of four Albuquerque Public School golf teams.
- The team coach or assistant coach shall be present at all times in order for players to be allowed to practice on any area of the golf facility including play on the course.
- Practice times will begin after 3:00 **PM**.

GOLF COURSE RATES

- *Article 8: Municipal Golf Courses, Section 10-8-4 Administrative Rate Setting*

Green fees charged for the right to use municipal golf course facilities shall be established by rules adopted by the Parks and Recreation Department of the City of Albuquerque. The same procedure may be used to create special rate programs to include but not be limited to annual passes. Any such rule shall be adopted under the procedures of Chapter 2, Article 15 ROA 1994.

Article 15 of the ROA 1994 specifically outlines how rules and regulations that regulate the conduct of the public in any manner will be adopted by the City of Albuquerque. The following procedures are required:

- (A) When the city agency proposes to adopt rules or regulations, it shall first have the Chief Administrative Officer appoint a city employee to serve as a hearing officer to conduct the public hearings required in this article.*
- (B) The hearing officer shall submit a report to the head of the city agency that will administer the proposed rules or regulations and to the Chief Administrative Officer. The report shall describe in general terms the public comment received, the city agency response to that public comment, if any, and shall contain recommendations for changes to the proposed regulations when appropriate.*
- (C) The rules or regulations shall not go into effect until signed by the Chief Administrative Officer and filed with the City Clerk. (Ord. 43-2007)*

In addition, the **Municipal Golf Advisory Board (MGAB)** under City Ordinance *Article 8: Municipal Golf Courses, Section 10-8-2 Duties and Power of the Board*:

- (D) Make recommendations for green fee and membership changes.*

GOLF ADVISORY BOARD

The Municipal Golf Advisory Board (MGAB) was created by City ordinance. (*Article 8: Municipal Golf Courses, Section 10-8-1 Municipal Golf Advisory Board*) The Board consists of 11 members and four non-voting members (golf professionals from each course). Members serve for three year terms.

The duties and powers of the Board are outlined in *Article 8: Municipal Golf Courses, Section 10-8-2 Duties and Powers of Board*. The Board shall act in an advisory capacity to the Mayor, Council, and staff of the Parks and Recreation Department. The Board shall promote and

encourage private and public programs to further the development and public awareness of, and interest in the municipal golf courses. The Board shall act in an advisory capacity to the Department of Parks and Recreation in connection with the development and promotion in golf. In carrying out its duties and powers the Board shall:

- (A) Keep itself informed of the needs of the golf courses and serve as a public forum for discussion.*
- (B) Recommend to the Mayor and Council policies for overall development of the Golf Courses to include plans for additional facilities, and ways and means of financing improvements.*
- (C) Seek input and work cooperatively with the Metropolitan Parks and Recreation Advisory Board.*
- (D) Evaluate operational policies and procedures.*
- (E) Make recommendations for green fee and membership changes.*
- (F) Review audited revenue and expenditure reports.*

The MGAB regularly meets on the third Thursday of the month at 3:00 PM. Meeting locations are shared among Arroyo Del Oso, Ladera and Arroyo Del Oso golf courses. Prospective Board members may apply for membership on the City's website at <http://www.cabq.gov> by searching for "boards and commission memberships." Board members with expired terms are eligible to continue serving as a board member until they are reappointed or replaced.

POINT OF SALE (POS)

GENERAL

The City of Albuquerque's current "Point of Sale" system is Rec Trac and is installed at all municipal golf courses. The Concessionaire shall use the City's Point of Sale system to record all business transactions, including but not limited to green fees, pro-shop sales, other concession sales, golf lessons, banquets, alcohol sales, and any other business that is part of the Concessionaire's operation. All items for sale or any special merchandise orders are subject to the City of Albuquerque's Cash Management Policies and Procedures Manual.

The POS system software and hardware (including all computers, cameras, printers, firmware, and any other attached devices) are and shall remain the property of the City. The Concessionaire shall not use the POS system, computers, printers, or any other devices for anything other than normal business.

MONEY HANDLING & REPORTING

Wells Fargo Bank is the City of Albuquerque's current bank of record. Any checks written for green fees shall be made payable to the City of Albuquerque. Regarding the green fees, the Concessionaire is the fiduciary of the City. Credit or Barter Accounts shall not be extended for daily green fees to any customer.

Green Fees and Daily Transaction Cash Report. The Concessionaire shall be responsible for collecting all Green Fees and all other cash received for Concessions, and shall deposit the Green Fees and all other cash received for Concessions, daily, seven (7) days a week in the bank designated by the City to the credit of the City by close of business each day. (See Administrative Instruction No. 2-8: Handling and Deposit of Public Monies). If the City's designated bank is closed then the deposit shall take place on the next day the City's designated bank is open. The Concessionaire shall prepare and submit a true and accurate Daily Cash Report on the form approved by the Director and shall deliver it as required by the Director. In regards to the Green Fees and all other cash received for Concessions the Concessionaire is the fiduciary of the City. Credit or barter accounts shall not be extended for daily Green Fees or for all other cash received for Concessions to any customer. Violation of this provision is cause for immediate termination of the concessionaires' contract with the City of Albuquerque

DAILY CASH DEPOSITS

The Concessionaire is the fiduciary of the City and shall follow regulations as outlined by State Statute. City Treasury (as required by State Statute **NMSA** 1978, Section 6-10-2 and 6-10-3) requires that City cash sites enter deposits daily. City Treasury is obligated to have daily cash deposits entered into PeopleSoft within a 24-hour period. The municipal golf courses are considered to be City cash sites.

As of September 13, 2015, the Concessionaire is required to manage and prepare two deposits to Wells Fargo Bank:

- One deposit for all Food and Beverage Sales, and
- One deposit for all Pro-Shop Sales.

City Treasury and the Golf Management Division will monitor concessionaires for daily deposit compliance. Treasury monitoring ensures that revenue collected at the cash-site is recorded correctly and assigned to the Golf Enterprise Fund.

DAILY DEPOSIT RECONCILIATION

The Golf Revenue Coordinator, in conjunction with the Assistant Superintendent, will reconcile deposits with Point of Sale information on a daily basis (Monday through Friday). Friday, Saturday, and Sunday deposits are reconciled at the Golf Management Division on Monday. Upon completion of the reconciliation process, the Revenue Coordinator will authorize an electronic "automated clearing house" (ACH) transaction to the Concessionaire (via City Treasury). Percentage payment amounts (due to the City) are automatically deducted at that time.

This reconciliation process and discrepancies in the reconciliation process are routinely reviewed by the Parks and Recreation Fiscal Division Manager to ensure compliance with State Law, City Regulations, and the Concessionaire Contracts. "Automated clearing house" (ACH)

Transactions typically take 48-96 hours to post in the Concessionaire's designated bank account.

PERCENTAGE PAYMENTS

The Percentage Payments (as identified in the Concessionaire contract) are automatically tracked in the City's Point of Sale system and deducted from the electronic funds transfer daily (as outlined above).

Appendix C

APPENDIX

GOLF MANAGEMENT DIVISION

HISTORY

New Mexico and Albuquerque in particular, has proven to be well suited for golfers with over 300 days of sunshine per year, a mild climate and moderate temperatures - creating some of the most hospitable golfing conditions in the country. Albuquerque's first golf course was established around 1920. By the late 1950's and into the 1960's, the city experienced significant growth in the number of golf courses.

The City of Albuquerque opened its first golf course, Arroyo Del Oso, in 1960 and its second golf course, Arroyo del Oso in 1965. By 1980, the City had expanded to its current four citywide courses, adding Puerto del Sol and Ladera. By the mid-1980's, the golf course market in Albuquerque was heavily segmented between the public courses (City of Albuquerque and the University of New Mexico) and the private membership-only country clubs including: Tanoan, Albuquerque Country Club and Four Hills Country Club.

The rise of casinos on Native American reservations around Albuquerque has turned them into popular resort destinations, featuring amenities such as golf courses, spas, restaurants, and valet parking. This transformation began with the establishment of the Isleta Casino in 1996, followed by the Sandia Pueblo Casino in 2005. In the post-COVID era, the introduction of Topgolf in Albuquerque has appealed to a new audience and encouraged families to participate in golf together. Over the past five years, these changes, combined with affordable greens fees, have led to a record number of rounds played at city courses, surpassing 285,000 rounds in Fiscal Year 2025.

ORGANIZATION

The Golf Management Division operates the four municipal golf courses using a two-part model. Golf course operations are contracted out to concessionaires via a competitive bidding process. Golf course turf maintenance is provided by City of Albuquerque employees.

Appendix C

GOLF MANAGEMENT DIVISION SUPERINTENDENT



Aaron Sunderlin is an accomplished Class A Golf Course Superintendent with extensive expertise in agronomy, turfgrass management, irrigation strategies, and leadership within the golf course management community. Before joining the City of Albuquerque, Sunderlin successfully oversaw Black Mesa Golf Club in northern New Mexico, where he led a comprehensive revitalization of the course. His efforts contributed to several National Top-100 Public Course Rankings. He also served as President of the Rio Grande Chapter of the Golf Course Superintendents Association of America (RGGCSA), a prominent regional organization with over 100 Superintendent members across New Mexico. His leadership in this role demonstrates his commitment to education, professional development, and community-building within the turfgrass and golf course maintenance sectors. Aaron Sunderlin began his new role in May 2025, overseeing the city's four golf courses, which together comprise 90 holes.

ASSISTANT SUPERINTENDENT



Vince Sena serves as the Assistant Golf Division Superintendent and has been with the City of Albuquerque for nearly 25 years. Throughout his career, he has gained extensive experience in golf management, having held various positions within the industry. For the past nine and a half years, he has effectively managed Ladera Golf Course and created a welcoming and successful environment. As an avid golfer with over 20 years of playing experience, Vince brings a proactive approach and strong team-building skills to his role, demonstrating his commitment to fostering a collaborative atmosphere.

REVENUE COORDINATOR



Gabe Moreno is the Golf Revenue Coordinator. He has been with the City of Albuquerque for over five years. Gabe has over 20 years in the public accounting, project management, and golf retail sales fields. He received his BBA from the University of New Mexico Anderson School of Management in Accounting. His accounting/finance experience, IT/software knowledge, and customer service skills help provide timely and accurate reporting with prompt service to the customers and concessionaires on a daily basis. Gabe also provides maintenance and addresses any issues with the Point of Sales (POS) systems at the city golf courses and restaurants. He has been playing golf for over 30 years and his many years of related experience have been a welcome addition to the management team.

Appendix C

ADMINISTRATIVE ASSISTANT



Melissa DeHerrera is an experienced Administrative Assistant with a strong background in golf management, specializing in purchasing, requisitions, and daily operations. She has dedicated 21 years to serving as a city employee and is recognized for her ability to provide effective solutions to various challenges while consistently delivering exceptional customer service. Melissa has previously held positions in several city departments, including Transit, Risk Management, Fleet, Municipal Development, and City Security, and was a Health Ambassador for 5 years. After a nine-year absence, she returned to the Parks & Recreation Department, bringing with her a wealth of experience. Highly dependable, detail-oriented, and proactive, Melissa is always ready to take on any task to support her team. Her positive attitude and commitment to excellence make her a valuable asset to the city's golf management team.

GOLF COURSE MAINTENANCE

Each Course Supervisor is responsible for ensuring that the courses are maintained at the highest standards possible, within the constraints of the budget and weather conditions. The Course Supervisors are also responsible for:

- The status of each course is reported to the Golf Advisory Board monthly.
- Quarterly reports provided to the Chief Administrative Officer and Chief Operations Officer at regular meetings with Concessionaries and Parks and Recreation administration.
- Possession of a New Mexico Public Applicator's License and maintaining the license by attending continuing education classes.
- Superintendent scheduling annual turf management training, and attending annual training in October with the SW Turf Grass Association and the GCSAA Conference.
- Conduct weekly on-site review with the Golf Superintendent at each site.



City of Albuquerque
Parks and Recreation Department
P. O. Box 1293
Albuquerque, New Mexico 87012

Office: (505) 768-5354 Fax (505) 768-5305

FEE WAIVER / FEE REDUCTION REQUEST FORM

Organization Name: _____

Organization Address: _____

Point of Contact: _____

Address: _____ City: _____ State/Zip: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Check Appropriate Box:

- ☐ Non Profit ☐ Commercial (For Profit) ☐ Government ☐ Neighborhood Organization
☐ Individual ☐ Political Event ☐ Other

(Non-profit groups with 501 (c) status must provide IRS proof of 501 (c) status.)

Please provide the following information:

Name of the Event: _____

Location of the Event / Facility Requested: _____

Date(s): _____ Start Time: _____ End Time: _____

Expected Number of Participants / Number of Players: _____

Fee Waiver / Reduction Amount Requested: _____

Appendix C

Details/Description: *(Include relevant information about the event.)*

Event Fees and Charges: *(Please answer the following questions about the event.)*

Will the organization / individual be charging a fee for the event? ☐ Yes ☐ No

If yes, what type of fees?

Benefit to Albuquerque: *(Describe how the waiver / reduction of fees for this event will benefit the City and/or the Parks and Recreation Department.)*

General Information:

Fees for the Parks and Recreation Department's programs, facilities and activities have long honored the profession's historical roots in social equity and affordability. The municipal golf courses, in particular, are operated as an enterprise fund with the expectation that the costs of operation and maintenance be covered by golf course revenues. This request for fee waiver / reduction will be evaluated with the above information and the answer to the following questions.

- What is the requestor's user group or category?
- Is the organization or individual charging a fee for the event?
- What is the impact of the event on existing Parks and Recreation Department operations or facility availability?
- What is the impact on the Parks and Recreation Department revenues and operating budget?
- What is the benefit to the community?

OFFICIAL USE:

Record Entry Date: _____

Appendix C

Objectives of the Cash Handling Policy and Procedure

This procedure provides an executive overview of the city's cash handling policy and procedures. However, many if not most, City employees who handle cash do not work in the Treasury Division or are supervised directly by the Treasurer. As this policy is the city's Cash Handling Policy and Procedure, it shall serve as guidance to departments as they create their individual policies and procedures that correlate to their specific departmental needs.

In recognition of the importance of increased accountability and internal controls within the various cash handling operations, the Treasury Division has developed a Cash Management Policies and Procedures Manual in keeping with recommended practices of the Association of Public Treasurers of the United States and Canada. Continuing toward the goal of increased customer service and performance standardization, the Treasurer has established training programs to educate cash handlers on the policies and procedures outlined in this Manual.

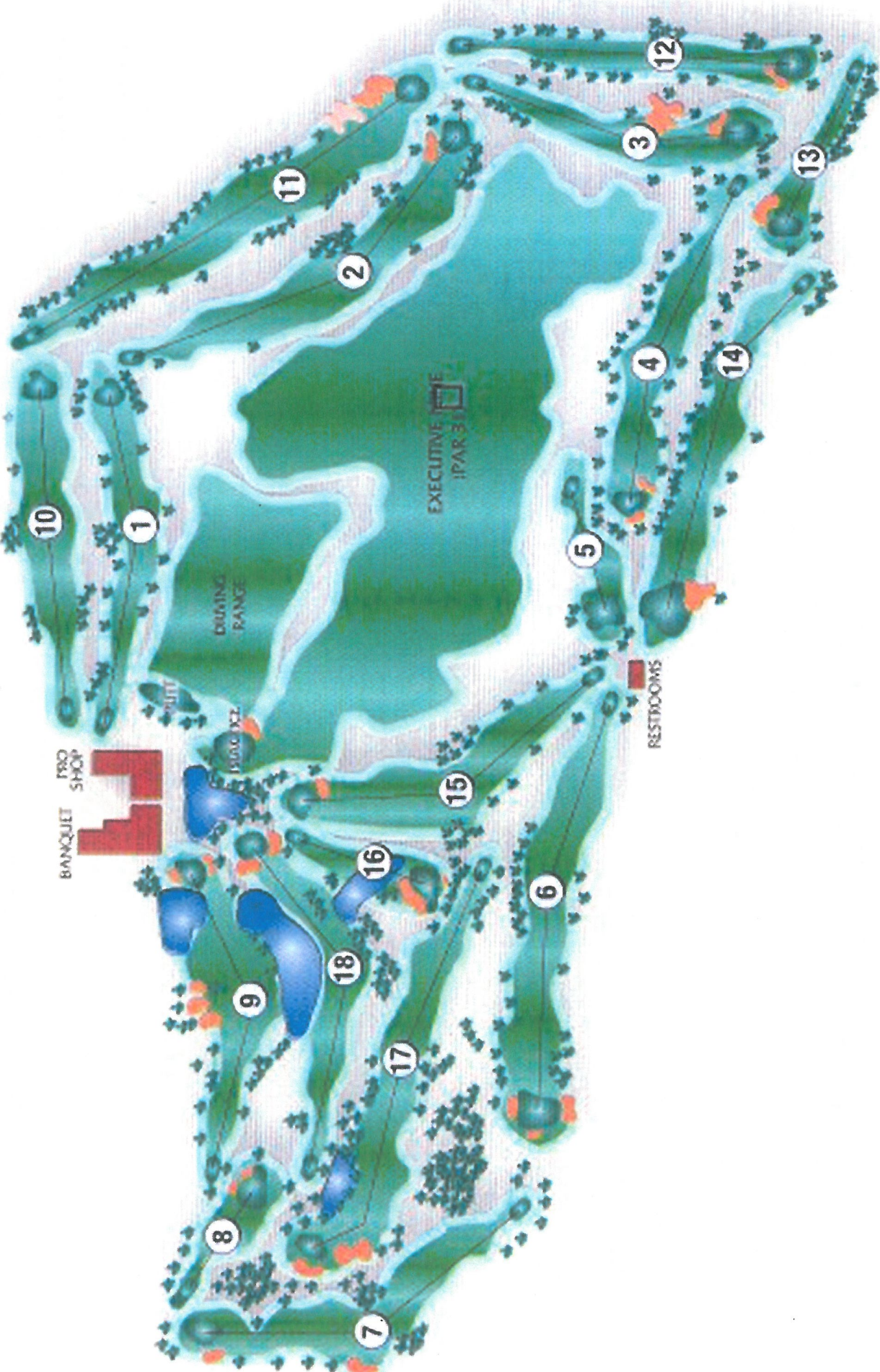
Treasury Division Mission Statement

The Treasury Division of the City of Albuquerque ("City") is the fiscal agent for the city. As guardian of the City of Albuquerque's financial resources, the Treasury's mission is to ensure accountability and excellence in the management of its banking services, tax collection & permitting compliance, and financing services.

Required Training

The City Treasurer is required by law to receive, retain, invest, and disburse all City revenue and keep detailed records of these transactions. The Treasurer is charged with the responsibility of overseeing the proper receipting and safeguarding all City funds.

The first required training is *Cash Handling*. In accordance with AI 2-8, all employees who handle monies (cash, checks, or credit cards) must complete a Cash Handling class offered through the Public Service University in the Employee Learning Center. Certification in Cash Handling is required every three years. Following completion of the class, the Treasury Department requires employees to pass a test with a score of 80% or higher before they are authorized to handle City monies.



Appendix E



City of Albuquerque
Parks and Recreation Department
P. O. Box 1293
Albuquerque, New Mexico 87012
David Simon, Director
Office: (505) 768-5354 Fax (505) 768-5305



FEE WAIVER / FEE REDUCTION REQUEST FORM

Organization Name: _____

Organization Address: _____

Point of Contact: _____

Address: _____ City: _____ State/Zip: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Check Appropriate Box:

☐ Non Profit ☐ Commercial (For Profit) ☐ Government ☐ Neighborhood Organization
☐ Individual ☐ Political Event ☐ Other

(Non-profit groups with 501 (c) status must provide IRS proof of 501 (c) status.)

Please provide the following information:

Name of the Event: _____

Location of the Event / Facility Requested: _____

Date(s): _____ Start Time: _____ End Time: _____

Expected Number of Participants / Number of Players: _____

Fee Waiver / Reduction Amount Requested: _____

Appendix E

Details/Description: *(Include relevant information about the event.)*

Event Charges: *(Please answer the following questions about the event.)*

Will the organization / individual be charging a fee for the event? ☐ Yes ☐ No

If yes, what type of fees?

Benefit to Albuquerque: *(Describe how the waiver/reduction of fees for this event will benefit the City and/or the Parks and Recreation Department.)*

General Information:

Fees for the Parks and Recreation Department’s programs, facilities, and activities have long honored the profession’s historical roots in social equity and affordability. This request for a fee waiver/reduction will be evaluated with the above information and the answer to the following questions.

- What is the requester’s user group or category?
- Is the organization or individual charging a fee for the event?
- What is the impact of the event on existing Parks and Recreation Department operations or facility availability?
- What is the impact on the Parks and Recreation Department revenues and operating budget?
- What is the benefit to the community?

OFFICIAL USE:		Record Entry Date:
Recommended By:	Approved By:	Date:



BILL HARVEY GOLF, LLC

Response to City of Albuquerque
Solicitation Number: RFP-2025-737-PRK-MP
Golf Course Concessions Ladera Golf Course

MARCH
2026



City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
Albuquerque, New Mexico

Re: Response to Request for Proposals

RFP: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course

Dear Evaluation Committee Members:

On behalf of **Bill Harvey Golf, LLC** ("Offeror"), we are pleased to submit this response to the above-referenced Request for Proposals issued by the City of Albuquerque (the "City").

Offeror has carefully reviewed the RFP, including all instructions, submission requirements, evaluation criteria, insurance requirements, and proposed contract terms. This submission has been organized to conform closely to the City's electronic solicitation instructions and to facilitate efficient review by the Purchasing Division and the evaluation committee.

To assist the City in navigating the materials included in this response, the Technical Proposal includes a Proposal Submission Cross-Reference Map that identifies the specific location within the Technical Proposal, Exhibits and Appendices where each RFP requirement is addressed. The Cross-Reference Map functions as a navigation guide to the submission and is intended to allow evaluators to quickly locate the relevant narrative responses, operational procedures, supporting documentation and certifications provided in the proposal.

This response consists of multiple separately uploaded components, each submitted as an independent, single-page PDF in accordance with the RFP and the City's online submission portal instructions, including:

- A **Technical Proposal**, which includes this cover letter, **the Table of Contents, the Proposal Submission Cross-Reference Map**, all narrative responses **to the Technical Proposal**, and all administrative and contractual compliance items requested in Section 1 of the RFP, together with the supporting **Exhibits** and **Appendices**;
- A separately submitted **Proposed Income / Revenue Sharing Plan**, uploaded independently as required by the solicitation;
- A separately submitted **Cost Proposal**, uploaded independently as required by the solicitation;



- A separately labeled **“Trade Secret – Legally Confidential”** submission, containing proprietary and confidential information provided pursuant to applicable law and the RFP’s confidentiality provisions ; and

- A separate submission identifying the Concessionaire’s comments and requested clarifications titled **Exceptions to Section 1.11 – Required Contract Terms**, submitted in accordance with the RFP instructions for identifying any proposed exceptions or clarifications to the City’s standard contract language.

Administrative and compliance-related requirements requested in Section 1 of the RFP are addressed in a dedicated **Section 1 – Administrative & Compliance Responses** within the **Technical Proposal**, with supporting certifications and documentation provided in the associated **Exhibits**.

The substantive technical, operational, and management narrative responses requested by the City are provided in **Sections 2 and 3 of the Technical Proposal**, with additional operational detail, training procedures, quality control measures and marketing strategies provided in the **Appendices** referenced throughout the submission.

All statements, representations, and certifications contained in this submission are true and correct to the best of Offeror’s knowledge.

We appreciate the opportunity to submit this response and look forward to the City’s review. Should the City require clarification, supplemental information, or additional documentation at any stage of the evaluation or award process, Offeror will respond promptly.

Respectfully submitted,

BILL HARVEY GOLF, LLC

By: 

Name: Bill Harvey

Title: Principal/Concessionaire

Phone: (505) 401-0622

Email: Bharvey@pga.com

Date: 03/11/2026



City of Albuquerque
Solicitation Number: RFP-2025-737-PRK-MP
Golf Course Concessions Ladera Golf Course

TECHNICAL PROPOSAL – RFP SECTIONS 1, 2 AND 3

TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	7-10
Proposal Submission Cross-Reference Map.....	9-12
1.0 PART 1 – ADMINISTRATIVE & COMPLIANCE RESPONSES	13
1.1 RFP Number and Title	13
1.2 Proposal Due Date	13
1.3 Purchasing Division	13
1.4 Authority	13
1.5 Acceptance of Proposal	13
1.6 City Contact	13
1.7 Contract Management	13
1.8 Clarification	13
1.9 Submission of Proposals	13
1.10 Modifications to Scope of Services	13
1.11 Required Contract Terms	13
1.12 – 1.19 Contract Term; Evaluation; Award; Negotiations; City Rights	14
1.20 Public Records	14
1.21 Procurement Preferences	14
1.22 Request for Proposals Protest Process	14
1.23 Insurance	14
1.24 Pay Equity Documentation	14
2.1 PART 2 – TECHNICAL PROPOSAL	15
2.1.1 Offeror Identification	15-16
2.1.2 Experience	16

2.1.2.1	Current Experience	16
2.1.2.2	Past Experience	21
2.1.3	Proposed Approach to tasks	22
2.1.4	Management Summary	22
2.1.5	Management & Operations Plan	23
2.1.5.1	Management Structure	23
2.1.5.2	Company Mission Statement	23
2.1.5.3	Resumes of Key Management Personnel and Resources.....	23
2.1.5.4	Customer Service Philosophy.....	23
2.1.5.5	Forecasts of Gross Receipts for the First Three (3) Years of Operations / Business Plan	23
2.1.5.6	Personnel Policies, Safety and Training Program	23
2.1.5.7	Quality Control Program	23
2.1.5.8	Marketing Plans, Selling Approach, Advertising Plans and Other Promotional Activities/Marketing Plan	23
2.1.5.9	Investment Plans for Golf Course Capital Improvements	24
3.0	PART 3 – SCOPE OF SERVICES	24
3.1	Golf Course Management / Revenue Sharing	24
3.1.1	Course Patrol	24
3.1.2	Customer Service / Professional Conduct	25
3.1.3	Green Fees.....	26
3.1.4	Groups, Tournaments and Special Events	26
3.1.5	Hours of Operation	26
3.1.6	Lessons	27
3.1.7	Management and Staff	27
3.1.8	Minimum Annual Guarantee (MAG)	28
3.1.9	Percentage Payment	28
3.1.10	Additional Revenue Share Incentive Based on Total Rounds Played	28
3.1.11	Point of Sale / Revenue Reconciliation and Financial Controls	29
3.1.12	Promotion of Youth Programming	29
3.1.13	Rentals	30
	3.1.13.1 Golf Cart Fleet	30
	3.1.13.2 Other Rentals and Revenue Generating Activities	30
3.2	Golf Course Pro Shop Operations	30
3.2.1	Full-Time Golf Professional	31
3.2.2	Hours of Operation	31
3.2.3	Merchandise Inventory	31
3.2.4	No Gifts	31

3.2.5	Operating Policy	31
3.2.6	Professional Instruction	31
3.2.7	Staffing	31
3.3	Clubhouse: Snack Bar / Restaurant Operations	31
3.3.1	Care of the Buildings and Equipment	31
3.3.2	Food and Beverage Service	31
3.3.3	Point of Sale	31
3.3.4	Utilities	32
3.3.5	No Assignment	32
3.3.6	Preventative Maintenance	32
3.4	Clubhouse: Banquet Facility Operations	32
3.4.1	Banquet Facility	32
3.4.2	Clubhouse Manager / Banquet Facility Manager.....	32
3.4.3	No Assignment	32
3.4.4	Preventative Maintenance	32
3.4.5	Utilities	32
3.5	Alcohol Service	32
3.6	Marketing / Advertising	32
3.7	Electronic Signatures	33
3.8	Force Majeure	33
3.9	Approval / Effective Date.....	33

Exhibits.....

Exhibit A-1 Statement of Acceptance of Proposal

Exhibit A-2 Certificate - Statement of Insurance Compliance

Exhibit B-1 - BH Golf Key Management Personnel Resumes

Exhibit B-2 - Job Descriptions

Exhibit C - Recommendation Letters

Exhibit D - UMB Bank Reference

Exhibit E - Going Concern Stmt - Jones Little & Co CPAs

Exhibit F - PayEquityReportingForm

Exhibit G - NMResidentBusinessCertificate

Appendixes.....

Appendix 1, Business Plan

Apendix 2 Operations Manual

Appendix 3, Quality Control Program

Appendix 4 Marketing and advertising

Exceptions to Section 1.11 Required Contract Terms.....



EXECUTIVE SUMMARY

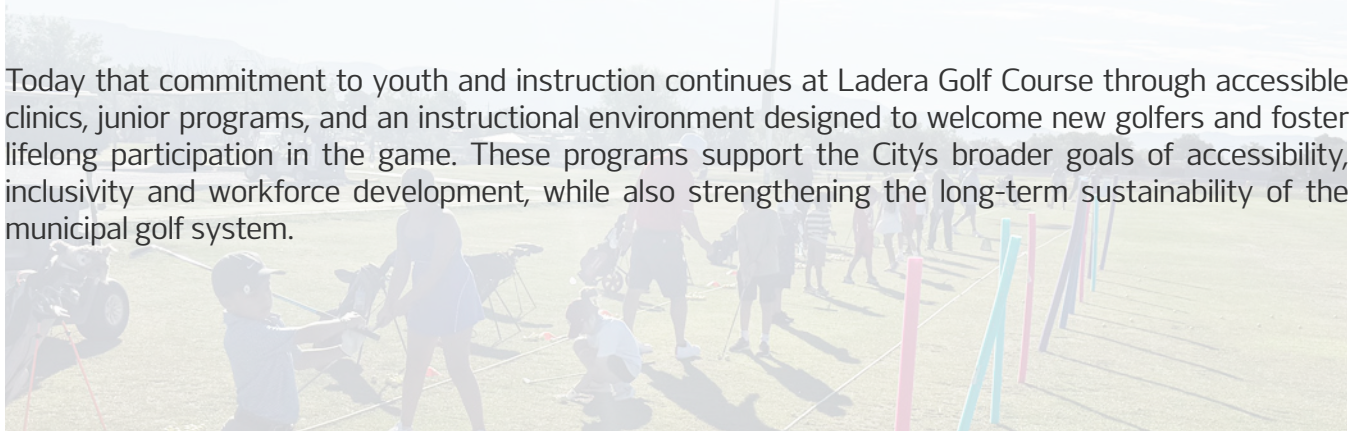
Bill Harvey Golf, LLC (“BH Golf” or the “Concessionaire”), led by Bill Harvey, PGA Class A Professional, respectfully submits this Technical Proposal in response to the City of Albuquerque’s Request for Proposals for the continued management of Ladera Golf Course. The Concessionaire brings decades of professional golf experience, a proven record of public-course stewardship, and an unmatched commitment to instruction, youth development, and community engagement.

Bill Harvey has served as the Director of Golf at Ladera Golf Course (“Ladera GC”) for nearly a decade, during which time the course has undergone a material, positive transformation in participation, financial performance, and community relevance. Under his leadership, Ladera evolved from an underperforming municipal facility into a high-participation public golf course serving tens of thousands of rounds annually, supported by strong food and beverage operations, instructional programming, and community events. These results were achieved through close coordination with the City, a disciplined focus on customer experience, and the development of a stable, diverse, and well-trained staff with deep institutional knowledge of the facility.

Central to the Concessionaire’s qualifications is Bill Harvey’s career as a PGA professional and instructor. With more than forty years in the golf industry and over 22,000 lessons delivered during his instructional tenure, he is widely recognized as one of New Mexico’s most accomplished teaching professionals. His work has spanned all skill levels, from beginners to elite competitors, and has been consistently recognized through regional and national honors, including multiple PGA Teacher of the Year and Player of the Year awards, as well as induction into the Northern New Mexico Golf Hall of Fame.

Of particular importance to the City’s public-service mission is the Concessionaire’s longstanding commitment to youth golf. Throughout his career, Bill Harvey has dedicated significant time and energy to junior instruction, player development, and mentorship. His efforts include the creation of junior and women’s golf academies, coaching at the scholastic level, and the personal instruction and guidance of young golfers who have gone on to compete successfully at the collegiate and professional levels. Beyond technical instruction, this work has emphasized personal development, integrity, discipline, confidence, and sportsmanship—values that align directly with the role of municipal golf as a community asset.

Today that commitment to youth and instruction continues at Ladera Golf Course through accessible clinics, junior programs, and an instructional environment designed to welcome new golfers and foster lifelong participation in the game. These programs support the City’s broader goals of accessibility, inclusivity and workforce development, while also strengthening the long-term sustainability of the municipal golf system.



BH Golf's qualifications are further reinforced by comprehensive operating systems, training programs, and quality control protocols that ensure consistency, compliance, and risk management across all aspects of facility operations outside of course maintenance, which remains under the City's purview. The Concessionaire's experience, institutional knowledge, and collaborative approach uniquely position BH Golf to continue managing Ladera Golf Course in a manner that preserves continuity, protects public investment, and enhances community value.

Continuity, Stability, and Proven Execution

The financial expectations embedded in this RFP reflect the strengthened revenue foundation of Ladera GC under BH Golf's management. That foundation was built incrementally through disciplined operations, sustained programming innovation, instructional leadership, youth development, customer relationship cultivation, and coordinated partnership with the City and State capital investment initiatives.

Under BH Golf's leadership, Ladera GC has experienced uninterrupted year-over-year growth in rounds played, including during periods of pandemic disruption, infrastructure challenges, and construction impacts. This consistency is not incidental; it is the product of systems, relationships, and operational discipline developed over nearly a decade of focused management.

Continuity of leadership preserves institutional knowledge, vendor partnerships, workforce stability, programming cadence, and community trust – all of which directly support revenue stability and public access. Transition to a new operator, while within the City's discretion, would necessarily require a period of operational acclimation that introduces variability into a system currently producing consistent upward performance.

BH Golf respectfully submits that its proven execution, deep instructional experience, longstanding youth development leadership, and demonstrated operational resilience uniquely position it to continue delivering stable revenue growth, expanded participation, and enhanced community value at Ladera GC.



“

Golf has the power to bring people together and open doors for the next generation.

My goal at Ladera has always been to create a welcoming place where anyone—regardless of age, background, or skill level—can learn the game, improve, and enjoy a first-class golf experience that remains accessible and affordable for the entire community.

”

City of Albuquerque

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course

PROPOSAL SUBMISSION CROSS-REFERENCE MAP

The following Submission Map identifies where each required element of the Request for proposals is addressed within BH Golf's submission. Materials are provided within the Technical Proposal, through separate proposal submissions where required by the RFP, or through the online solicitation response fields of the Bonfire procurement portal.

For clarity and ease of evaluation, references in this Submission Map identify both the document and the specific section or exhibit in which the required information appears.

RFP Section	Requirement	Where Provided	Location / File
Sections 2–3	Technical Proposal	Separate Submission	<i>Technical Proposal – RFP Sections 1, 2 and 3 (Entire Document)</i>
Section 2.2	Proposed Income / Revenue Sharing Plan	Separate Submission	<i>Revenue Sharing Proposal (Entire Document)</i>
Section 2.3	Cost Proposal	Separate Submission	<i>BH Golf – Cost Proposal (Entire Document)</i>
Section 1.20	Trade Secret – Legally Confidential Submission	Separate Submission	<i>Trade Secret – Legally Confidential (Entire Document)</i>
SECTION 1 – PROPOSAL INFORMATION			
1.5	Statement of Acceptance of Proposal	Technical Proposal	<i>Exhibit A-1, Statement of Acceptance of Proposal (Executed Certification)</i>
1.5.5 / 1.23	Insurance Requirements Acknowledgement	Technical Proposal	<i>Exhibit A-2, Certificate/Statement of Insurance Compliance</i>
1.11	Exceptions to Contract Terms	Separate Submission	<i>Exceptions to Section 1.11 Required Contract Terms (Separate Submission)</i>
1.21 / 1.24	Pay Equity Reporting Form	Bonfire Portal Submission/ Exhibit	<i>Bonfire Portal Submission, Exhibit F, Pay Equity Reporting Form</i>

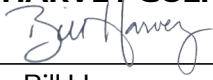
RFP Section	Requirement	Where Provided	Location / File
1.21	NM Resident Business Preference	Bonfire Portal Submission/ Exhibit	Bonfire Portal Submission, <i>Exhibit G, NM Resident Business Preference</i>
Section 1	Other Administrative Certifications	Bonfire Portal Submission	<i>Bonfire Portal Response Fields</i>
SECTION 2 – EXPERIENCE AND QUALIFICATIONS			
2.1.1	Offeror Identification	Technical Proposal	<i>Technical Proposal - Section 2.1.1 (Offeror Identification)</i>
2.1.2	Current Experience	Technical Proposal	<i>Technical Proposal - Section 2.1.2 (Current Experience)</i>
2.1.2	Past Experience	Technical Proposal	<i>Technical Proposal - Section 2.1.2 (Past Experience)</i>
2.1.2	Resumes and References	Exhibits	<i>Exhibit B-1 – Resumes of Key Management Personnel (Bill Harvey, CFO, etc.); Exhibit C – Letters of Recommendation (Community, Professional and Public Officials)</i>
2.1.2	Financial Stability Documentation	Exhibits	<i>Exhibit D – UMB Bank Reference; Exhibit E – CPA Going Concern Statement</i>
2.1.3	Proposed Approach to Tasks	Technical Proposal & Appendices	<i>Technical Proposal Sections 2.1.3 (Proposed Approach to Tasks), 3.1 (Golf Course Management/ Revenue Sharing); Appendix 1 – Business Plan (Operational, Marketing & Financial Strategy); Appendix 2 – Operations & Training Manual (Sections 3, Golf Operations Procedures; Section 4, Food & Beverage Operations; Section 5, Banquet Operations, Section 6, Staffing and Scheduling; Section 7, Training and Professional Development; Staffing Matrix); Appendix 4 – Marketing & Advertising Plan</i>

RFP Section	Requirement	Where Provided	Location / File
2.1.4	Management Summary	Technical Proposal & Appendix	<i>Technical Proposal Section 2.1.4 (Management Summary); Exhibit B-2 – Job Descriptions; Appendix 1 – Business Plan (Sections 8-9, Management Structure)</i>
2.1.5	Management & Operating Plan	Technical Proposal + Appendices	<i>Section 2.1.5; Appendix 1 – Business Plan; Appendix 2 – Operations & Training Manual</i>
2.1.5.1	Management Structure	Technical Proposal + Appendices	<i>Section 2.1.5.1; Appendix 1 – Business Plan; Appendix 2 – Operations & Training Manual</i>
2.1.5.2	Company Mission Statement	Technical Proposal + Appendix	<i>Section 2.1.5.2; Appendix 1 – Business Plan</i>
2.1.5.3	Resumes of Key Management Personnel	Exhibit	<i>Exhibit B-1, Resumes of Key Management Personnel</i>
2.1.5.4	Customer Service Philosophy	Technical Proposal + Appendices	<i>Sections 2.1.5.4, 3.13; Appendix 1 – Business Plan; Appendix 2 – Operations & Training Manual; Appendix 4 – Marketing & Advertising Plan</i>
2.1.5.5	Forecasts of Gross Receipts	Technical Proposal + Appendix	<i>Section 2.1.5.5; Appendix 1 – Business Plan, Financial Projections</i>
2.1.5.6	Personnel Policies and Training Program	Appendix	<i>Appendix 2 – Operations & Training Manual</i>
2.1.5.7	Quality Control Program	Appendix	<i>Appendix 3 – Quality Control Program (Section 1 – Quality Assurance Philosophy; Section 2 – Separation of Duties; Section 5 – Financial Controls)</i>
2.1.5.8	Marketing Plans / Promotional Activities	Appendix	<i>Appendix 4 – Marketing & Advertising Plan (Section 2 – Market Segmentation; Section 3 – Integrated Marketing Channels; Section 3.1 – YouTube Instructional Series; Section 8 – Strategic Partnerships)</i>
2.1.5.9	Capital Improvement Coordination	Technical Proposal + Appendix	<i>Section 3.1.1; Appendix 1 – Business Plan</i>

RFP Section	Requirement	Where Provided	Location / File
SECTION 3 – TECHNICAL APPROACH / OPERATIONS			
3.1	Golf Course Management / Revenue Sharing	Technical Proposal + Appendix	Section 3.1; <i>Appendix 1 – Business Plan</i>
3.1.2	Customer Service / Professional Conduct	Technical Proposal + Appendices	Section 3.1.2; <i>Appendix 1 – Business Plan; Appendix 2 – Operations & Training Manual</i>
3.6	Marketing / Advertising	Technical Proposal + Appendix	Section 3.6; <i>Appendix 4 – Marketing & Advertising Plan</i>
3.1 – 3.6	Operational Procedures, Service Delivery and Compliance Controls	Technical Proposal + Appendices	Sections 3.1 – 3.6; <i>Appendix 2 – Operations & Training Manual; Appendix 3 – Quality Control Program</i>

Certification: Offeror certifies that all required submission components identified in the City’s solicitation and online submission portal have been provided in the formats and locations identified above.

BILL HARVEY GOLF, LLC

By: 
 Name: Bill Harvey

Title: Principal/Concessionaire

Phone: (505) 401-0622

Email: Bharvey@pga.com

Date: 03/11/2026





1.0 PART 1 – ADMINISTRATIVE & COMPLIANCE RESPONSES

1.1 RFP Number and Title. Offeror submits this Proposal in response to RFP-2025-737-PRK-MP, “Golf Course Concessions – Ladera Golf Course.”

1.2 Proposal Due Date. Offeror acknowledges that Proposals are due March 13, 2026, no later than 4:00 PM (Local Time), and that the City will strictly enforce the stated deadline.

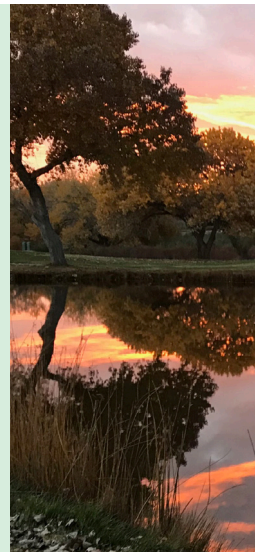
1.3 Purchasing Division. Offeror acknowledges that the City of Albuquerque Purchasing Division is the sole point of contact for this procurement.

1.4 Authority. Offeror acknowledges that this solicitation is issued pursuant to the City of Albuquerque Public Purchases Ordinance, Chapter 5, Article 5, R.O.A. 1994.

1.5 Acceptance of Proposal. Offeror’s certification and agreement to comply with Section 1.5 (Acceptance of Proposal), including all referenced sub-sections, is provided in two separately executed statements: (i) Statement of Acceptance of Proposal and (ii) Certificate / Statement of Insurance compliance, both incorporated herein by reference and subject only to those specific exceptions, if any, expressly submitted under Section 1.11.

This includes compliance with the following, as applicable:

- City Public Purchases Ordinance (1.5.1)
- City Purchasing Rules and Regulations (1.5.2)
- Civil Rights Compliance (1.5.3)
- Americans with Disabilities Act Compliance (1.5.4)
- Insurance and Bonding Compliance (1.5.5)
- Ethics: Fair Dealing and Conflict of Interest (1.5.6)
- Participation / Offeror Preparation (1.5.7)
- Debarment or Ineligibility Compliance (1.5.8)
- Goods Produced Under Decent Working Conditions (1.5.9)
- Graffiti-Free Requirement (1.5.10)



Supplemental Exhibit: Exhibit A-1 – Statement of Acceptance of Proposal

Supplemental Exhibit: Exhibit A-2 – Certificate / Statement of Insurance Compliance

1.6 City Contact. Offeror acknowledges the City Contact identified in the RFP and agrees that all communications shall occur through the City’s eProcurement system.

1.7 Contract Management. Offeror acknowledges that the contract resulting from this RFP will be managed by the Parks and Recreation Department, Golf Management Division.

1.8 Clarification. Offeror acknowledges that all requests for clarification must be submitted in writing through the City’s eProcurement system and that oral explanations are not binding.

1.9 Submission of Proposals. Offeror certifies that its Proposal has been submitted electronically through the City’s Bonfire eProcurement System in compliance with all format, timing, addenda acknowledgment, and submission requirements set forth in Section 1.9.

1.10 Modifications to Scope of Services. Offeror acknowledges the City’s right to modify the Scope of Services based on funding availability.

1.11 Required Contract Terms. Offeror certifies that it has reviewed the Required Contract

Terms and has submitted its exceptions, if any, through the City's eProcurement system in accordance with the RFP. The City's receipt of such exceptions is acknowledged not to constitute acceptance.

Supplemental Upload (Bonfire – Requested Information): Exceptions to Section 1.11 Required Contract Terms

1.12 – 1.19 Contract Term; Evaluation; Award; Negotiations; City Rights. Offeror acknowledges the anticipated contract term, evaluation period, use of evaluation assistance, rights of rejection and waiver, conditions of award, right of cancellation, negotiation provisions, and City-furnished property terms set forth in Part 1 of the RFP.

1.20 Public Records. Offeror acknowledges the applicability of the New Mexico Inspection of Public Records Act and certifies that any materials claimed as Trade Secret or Legally Confidential have been properly segregated, labeled, and submitted in separate files in accordance with Section 1.20.

Supplemental Submission: Trade Secret – Legally Confidential Proposal (separate PDF upload)

1.21 Procurement Preferences. Offeror certifies that it has submitted the required Pay Equity Reporting Form and any applicable preference documentation in accordance with the RFP.

Supplemental Submission: Pay Equity Reporting Form (separate upload) & **Preference Documentation** (if applicable)

1.22 Request for Proposals Protest Process. Offeror acknowledges the protest procedures, deadlines, and requirements set forth in Section 1.22.

1.23 Insurance. Offeror's insurance compliance is addressed in **Exhibit A-2** and incorporated herein by reference.

1.24 Pay Equity Documentation. Offeror certifies compliance with the Pay Equity reporting requirements of Section 1.24.

FINAL CERTIFICATION

Offeror certifies that all requirements of Part 1 – Instructions to Offerors have been reviewed and satisfied, and that all required certifications, acknowledgments, and submissions have been provided as identified above, subject only to those exceptions expressly submitted under Section 1.11.

BILL HARVEY GOLF, LLC

By: 
Name: Bill Harvey
Title: Principal/Concessionaire
Phone: (505) 401-0622
Email: Bharvey@pga.com
Date: 03/11/2026

2.1 PART 2 – TECHNICAL PROPOSAL

2.1.1 Offeror Identification

Organization Name and Address

Bill Harvey Golf, LLC (“BH Golf”, “Offeror” or “Concessionaire”)
8119 Calle Ensueno NW
Albuquerque, NM 87120

Subcontractor Name and Address – N/A; no subcontractors

Individual with Authorization to Execute Agreement

Bill Harvey (Class A Member, PGA of America)

📍 8119 Calle Ensueno NW
Albuquerque, NM 87120

✉ Bharvey@pga.com

📞 (505-401-0622)

Statement of Compliance with All Laws Stated Herein. BH Golf has reviewed and understands the requirements set forth in Request for Proposals No. RFP-2025-737-PRK-MP for the management and operation of Ladera Golf Course and confirms its readiness to perform the services described in the Scope of Services.

As more fully certified in Part 1 – Administrative & Compliance Responses, BH Golf agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and policies governing the operation of a municipal golf course. In addition, BH Golf affirms its operational compliance with all industry-specific and site-specific requirements, including those applicable to:

- Golf course operations and maintenance;
- Food and beverage service, including alcohol service;
- Health, safety, and sanitation standards; and
- Required business, professional, and regulatory licenses and permits.

BH Golf further certifies that it possesses the experience, staffing, systems, and financial capacity necessary to deliver the services required under this RFP in a manner consistent with City standards and public expectations.

BH Golf agrees to maintain continuous operational compliance throughout the term of any resulting agreement and to promptly address any operational or regulatory deficiencies identified by the City.

· **Statement of Agreement of Terms and Conditions.** BH Golf has reviewed the City's Required Contract Terms and agrees to comply with such terms subject only to those specific exceptions, if any, expressly submitted under Section 1.11 (Exceptions to Required Contract Terms).

All certifications and acknowledgments required under Part 1 of the RFP are provided in Part 1 – Administrative & Compliance Responses and are incorporated herein by reference.

· **Section 1.11 Statement of Exceptions to Terms and Conditions.** BH Golf's exceptions to the City's Required Contract Terms are submitted separately through the City's eProcurement system in accordance with Section 1.11 of the RFP and are incorporated herein by reference.

· **Acknowledgement of Receipt of Addenda.** BH Golf acknowledges receipt of all addenda issued for RFP-2025-737-PRK-MP and confirms that such addenda (Addendum 1, as amended, Addendum 2, Addendum 3 and Attachment A thereto, all as attached following Appendix 4) have been reviewed and incorporated into the preparation of this Proposal, as acknowledged in the City's eProcurement system.

· **Statement of Ability to Carry Insurance.** BH Golf's certification regarding insurance and bonding capability is provided in Part 1 – Administrative & Compliance Responses and Exhibit A-2 (Certificate / Statement of Insurance Compliance) and is incorporated herein by reference.

2.1.2 Experience

2.1.2.1 Current Experience – Incumbent Golf Course Manager/Concessionaire – Ladera Golf Course.

Bill Harvey, through BH Golf, has served as Director of Golf / Head Golf Professional of Ladera Golf Course ("Ladera GC") since 2016, with full responsibility for the day-to-day management, operation, and financial performance of the facility under contract with the City of Albuquerque.

In this role, Harvey oversees all aspects of golf, retail sales and merchandising, food and beverage, banquet hall rental and event planning, driving range, and golf instruction, while coordinating closely with the Superintendent of the City's Golf Management Division to ensure compliance with municipal course standards and public service expectations.

Scope of Responsibilities

As the incumbent manager, BH Golf is responsible for:

- Overall operational leadership and financial performance;
- Pro shop management and merchandising;
- Food and beverage and banquet operations;
- Driving range management and programming;
- Golf instruction and play development programs;



- Tournament and league administration;
- Staff hiring, training and supervision;
- Vendor and supplier management;
- Customer service standards and complaint resolution; and
- Compliance with City policies, insurance and regulatory requirements.

These responsibilities are performed in close partnership with management staff, and, where applicable, with City personnel to ensure transparency, accountability and alignment with public objectives.

Operational Performance and Results

Since assuming management of Ladera GC, BH Golf has achieved uninterrupted year-over-year growth in total rounds played and delivered sustained improvements in utilization, revenue performance and community engagement, resulting in measurable gains across core operating indicators. Importantly, this growth has been sustained during periods of extraordinary operational disruption, including:

- The COVID-19 pandemic;
- Sewer infrastructure replacement and related construction impact in the spring and summer of 2024
- Periods of temporary access limitations affecting course play; and
- Construction / remodeling of the Ladera Cantina area.

During each of these periods, participation at Ladera GC increased rather than declined. Under BH Golf's management, the course has not experienced a single year-over-year decrease in rounds played. This performance reflects durable customer loyalty, disciplined programming and operational adaptability rather than short-term fluctuations.

In contrast, over the same period of time, publicly available City participation data indicates that other municipal courses have experienced year-over-year decreases. While market conditions affect all facilities, Ladera's consistent upward trajectory demonstrates the effectiveness of proactive management, community programming, instructional development and customer-centric operations implemented under BH Golf's leadership.

The following snapshot summarizes key operating and financial performance indicators achieved by BH Golf during its tenure as incumbent Concessionaire of Ladera Golf Course.

Rounds Played: Annual rounds increased from approximately 34,000 (FY 2015) to more than 89,000 (FY 2025), representing **growth of more than 160% over the period of BH Golf's tenure** as Concessionaire.

- **Recent Momentum:** During the first five months of the City's Fiscal Year 2026 (July–November), rounds played increased by **over 13% year-over-year**, demonstrating continued demand beyond peak seasonal periods.
- **Green Fee Revenue:** Over the same FY26 period (July–November), **green fee revenue increased by more than 16% year-over-year**, outperforming systemwide growth rates and peer facilities.
- **Driving Range & Instruction:** Targeted rehabilitation and programming initiatives, along with unwavering pursuit of State capital outlay funds in collaboration with the City, resulted in significant capital investments secured for range lighting and measurable and sustained increases in driving range utilization and instructional participation.
- **Food & Beverage Performance:** Food, beverage, and banquet operations evolved from a historically unstable revenue stream into a material and reliable contributor to overall course performance.
- **Community Activation:** Introduction of recurring social programming, including **"Thirsty Thursday Nights,"** expanded non-golf patronage, increased evening utilization, and strengthened Ladera Golf Course's role as a community gathering destination.
- **Strong demand through traditionally slower fall months:** Demonstrating exceptional customer retention through consistent service delivery and dedicated operational management, paired with exceptional course conditioning by the City's maintenance crew.

As noted above, a key contributor to the growth in food and beverage revenue and overall course engagement has been the introduction of **Thirsty Thursday Nights**, a recurring live-music and social activation event held on the Ladera GC outdoor patio. These events transformed traditionally underutilized evening periods into high-participation community gatherings, driving incremental food and beverage sales while expanding Ladera GC's role as a neighborhood social hub. The program has measurably increased repeat visitation, broadened the customer base beyond traditional golfers, and strengthened Ladera GC's visibility as a community-centered municipal asset.

These results reflect disciplined operational management, targeted programming, and sustained reinvestment, reinforcing BH Golf's long-term commitment to customer service and relentless dedication to its team.

Facility Stabilization and Community Engagement

At the time BH Golf's assumed management of the Ladera GC, the course and facilities were in the midst of a period of operational instability and deferred maintenance. Significant corrective efforts were required before growth could occur.

Under BH Golf's management, major stabilization and improvement initiatives included:



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- Refurbishment and modernization of café and indoor facilities;
 - Rehabilitation of driving range which was previously almost entirely dirt (initiative involved hands-on turf restoration efforts by Bill Harvey and one team member requiring collection of soil cores from the aeration of the course's twenty-seven (27) greens and plugging of those nutrient-rich cores into the driving range to encourage and propagate new grass growth);
 - Remediation of dusty course conditions and removal of perimeter wind barriers that prevented public viewing and appreciation for the course;
 - Removal of a number of sand traps to improve playability and experience for the average golfer;
 - Collaboration with City and State officials to secure funding for installation of driving range lighting to extend operating hours; and
 - Introduction of Thursday night live music events on the Ladera GC outdoor patio to engage community members and expand social and community engagement.

These efforts transformed Ladera GC from an operation in distress into a well-maintained and financially productive municipal asset.

Capital Investment Collaboration

Through its active engagement with City leadership and members of the New Mexico Legislature, BH Golf has also supported efforts to secure State capital outlay funding for improvements benefiting Ladera Golf Course and the surrounding community. Working in coordination with local officials and community stakeholders, these efforts contributed to the successful approval of funding for improvements including installation of lighting for the driving range, which expanded operating hours, increased utilization of the practice facility, and enhanced the accessibility of the course for working families and evening users.

State Senator Moe Maestas, whose district includes the Ladera Golf Course area, played an invaluable role in supporting these capital investment initiatives and recognizing the value of the course as a community recreation asset. The Senator's support reflects the broader community and legislative recognition that Ladera Golf Course serves not only as a golf facility, but as a public gathering place that supports youth programming, instructional opportunities, and affordable recreational access for Albuquerque residents.

The Concessionaire's collaboration with City officials, legislative representatives, and community partners demonstrates BH Golf's commitment to responsible stewardship of public facilities and its ability to work constructively with governmental partners to secure resources that benefit both the City and the golfing public.

A letter of recommendation from Senator Maestas addressing these efforts and the importance of Ladera Golf Course as a community asset is included in Exhibit C.

BH Golf has also made targeted operator-funded improvements designed to enhance instruction and golfer engagement. In December 2022, the Concessionaire installed an indoor golf simulator within the Ladera GC Pro Shop at its own expense. The simulator facility was developed as an instructional and training environment that supports lessons, club fitting services, junior development, and year-round golfer engagement.



The simulator installation included structural improvements, professional launch monitor technology, projection systems, and instructional equipment with a total capital investment of approximately \$12,600 in equipment and materials plus installation labor.

The system incorporates FlightScope and Bushnell launch monitor technology and has been updated periodically since installation to maintain instructional capability. The simulator remains fully operational and provides an additional amenity that enhances the instructional environment at Ladera GC without requiring capital investment from the City.

Management Philosophy and Community Focus

BH Golf approaches municipal golf course management with an emphasis on:

- Long-term stewardship of public assets;
- Uncompromising commitment to the customer experience;
- Accessibility and affordability for the community;
- Disciplined balance of revenue generation and public service obligations;
- Sustained reinvestment in City facilities and personnel; and
- Consistent responsiveness to customer feedback.

This philosophy has guided decision-making throughout the term of the BH Golf's Ladera GC management and has contributed directly to the course's improved reputation and adoption by the community.

Staffing and Leadership

The current management team is fully intact and consists of experienced professionals in customer service, golf operations, food and beverage service, retail merchandising and golf instruction. Many team members have worked multiple years with BH Golf, providing continuity, institutional knowledge and consistent customer service and, most importantly, building and contributing to a community of friends, neighbors and patrons very much devoted to the fellowship that Ladera GC provides to its guests.

Ongoing staff development initiatives include:

- PGA professional standards and continuing education;
- Customer service and safety training;
- Cross-training across operational areas; and
- Compliance with federal, state and local employment practices.



BH Golf's stable, long-tenured and well-trained staff has been central to its management efforts and critical to the success of Ladera GC. That staff remains intact and is hopeful and eager to continue serving the community under a new Concessionaire agreement for BH Golf.

Resumes and References

Detailed resumes for BH Golf's principal and key management personnel, together with letters of reference and professional endorsements, are provided in the Exhibits to this Proposal and are incorporated herein by reference.

These materials document the depth of experience, professional credentials, and long-standing relationships supporting BH Golf's management of Ladera Golf Course and further substantiate the experience and qualifications described above.

Supplemental Exhibits:

- **Exhibit B-1 – Resumes of Key Management Personnel**
- **Exhibit C – Letters of Reference**

Proof of Financial Stability

Documentation supporting BH Golf's financial capacity and stability, including a bank letter and a CPA letter of comfort, is provided in the Exhibits to this Proposal and is incorporated herein by reference.

These materials confirm BH Golf's ability to meet the financial obligations associated with the management and operation of Ladera Golf Course and further substantiate the financial qualifications described above.

Supplemental Exhibits:

- **Exhibit D – Bank Letter**
 - **Exhibit E – CPA Letter of Comfort**
- 

2.1.2.2 Past Experience

In addition to the current performance results described above, BH Golf's past experience provides the institutional depth and historical perspective necessary to sustain long-term success at Ladera Golf Course. BH Golf has served as the Concessionaire of Ladera Golf Course since 2016 and is directly responsible for the stabilization, rejuvenation, and current financial performance of this municipal asset. Through collaboration with the City's Golf Management Division on playability-focused course design adjustments, restoration and modernization of café and indoor facilities, targeted rehabilitation of the driving range through soil and turf improvements, and the successful pursuit of state capital funding for driving range lighting and patio enhancements, BH Golf transformed Ladera Golf Course from a severely underperforming facility into a financially stable and well-utilized municipal asset.



Prior to his tenure at Ladera Golf Course, Bill Harvey, BH Golf's principal, began his career in the golf industry in 1982 on Long Island, New York, as a caddy at the National Golf Links of America. Harvey turned professional in 1985 and has been a member of the PGA of America since 1989, developing experience across all facets of golf operations, instruction and facility management over more than four decades.

Immediately prior to entering into his Concessionaire agreement for management of Ladera Golf Course, Harvey spent seventeen (17) years at Arroyo del Oso Golf Course ("ADO") as its Head Teaching Professional and Assistant Golf Professional. During his tenure at ADO, Harvey gained extensive experience operating within a City-managed municipal golf system, balancing public service objectives with revenue performance and operational discipline. Under the mentorship of Tony Hidalgo, Harvey developed management practices and instructional programs that he later successfully implemented as the Ladera Golf Course Concessionaire. While at ADO, Harvey earned numerous teaching awards at both the sectional and national levels and provided more than 21,000 lessons to members of the Albuquerque community. In 2014, he proudly represented ADO in the United States Senior Open, and he again represented the City in 2018 and 2022 as the Director of Golf and Head Golf Professional at Ladera Golf Course.

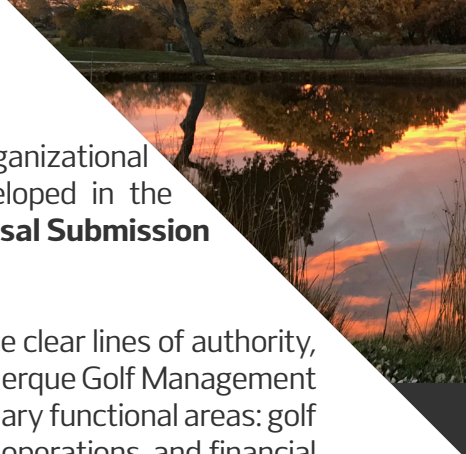
With nearly a decade of direct oversight at Ladera Golf Course, Harvey has developed a level of institutional knowledge, operational insight, and community connection that supports consistent performance over time. Through periods of transition, recovery, and sustained growth, he has demonstrated the ability to stabilize operations, implementing long-term improvements and align private management practices with the public service and financial objectives of the City of Albuquerque. This combination of experience, proven judgment, and sustained commitment uniquely positions BH Golf to continue providing effective, accountable, and community-focused leadership for Ladera Golf Course.

References and Letters of Recommendation

Professional references and letters of recommendation supporting BH Golf's past experience and performance are provided in the Exhibits to this Proposal, as previously identified in Section 2.1.2.1 (Current Experience), and are incorporated herein by reference.

These materials further substantiate the experience, qualifications, and long-standing professional relationships described above.

2.1.3 Proposed Approach to tasks. BH Golf's proposed approach to the tasks required under this RFP emphasizes disciplined municipal asset stewardship, customer-focused service delivery, and sustainable revenue generation aligned with City objectives. The complete approach, including operational methodology, revenue-sharing framework, implementation practices and performance oversight, is documented in the materials identified in the **Proposal Submission Cross-Reference Map**, all of which are incorporated herein by reference.



2.1.4 Management Summary. BH Golf’s management approach, organizational philosophy, and strategic priorities for Ladera Golf Course are developed in the Business Plan and related supporting documents identified in the **Proposal Submission Cross-Reference Map** and are incorporated herein by reference.

The management structure for Ladera Golf Course is designed to provide clear lines of authority, operational accountability, and close coordination with the City of Albuquerque Golf Management Division. Key operational responsibilities are organized around three primary functional areas: golf operations and professional services, clubhouse and food and beverage operations, and financial administration and reporting.

Resumes for key management personnel are provided in Exhibit B-1 to the Technical Proposal, and detailed position descriptions outlining the duties, qualifications, and supervisory responsibilities for operational staff are provided in Exhibit B-2 – Job Descriptions.

Supplemental Exhibits:

- **Exhibit B-1 – Resumes of Key Management Personnel**
- **Exhibit B-2 – Job Descriptions**

This structure ensures that all operational areas of the facility – including pro shop services, instruction, food and beverage operations, banquet programming and customer service – are professionally managed while maintaining efficient communication with City staff responsible for course maintenance and municipal oversight.

2.1.5 Management & Operations Plan. BH Golf’s management and operations plans address all elements required by this RFP, including governance, staffing, operational controls, customer service standards, financial oversight and compliance practices. The full plan is provided in the documents identified in the **Proposal Submission Cross-Reference Map**, which collectively address all elements required by this section.

2.1.5.1 Management Structure. BH Golf’s management structure, lines of authority, and operational oversight framework are documented in the materials identified in the **Proposal Submission Cross-Reference Map** and support effective decision-making, accountability and coordination with City personnel.

2.1.5.2 Company Mission Statement. BH Golf’s mission statement, reflecting its commitment to public service, customer experience, and long-term stewardship of municipal golf assets, is provided in the documents identified in the **Proposal Submission Cross-Reference Map** and is incorporated herein by reference.

2.1.5.3 Resumes of Key Management Personnel and Resources. Resumes of BH Golf’s principal and key management personnel, demonstrating the experience and qualifications necessary to perform the services required under this RFP, are provided in the Exhibits identified in the **Proposal Submission Cross-Reference Map** and are incorporated herein by reference.

2.1.5.4 Customer Service Philosophy. BH Golf’s customer service philosophy is embedded



throughout its proposed operations and emphasizes professionalism, accessibility, responsiveness, and community engagement. This philosophy is documented consistently across the Business Plan, Operations & Training Manual, Quality Control Program, and Marketing & Advertising Plan identified in the **Proposal Submission Cross-Reference Map**.

2.1.5.5 Forecasts of Gross Receipts for the First Three (3) Years of Operations/Business Plan. Forecasts of gross receipts for the first three years of operation, together with supporting assumptions and methodology, are provided in the Business Plan and related financial materials identified in the **Proposal Submission Cross-Reference Map** and are incorporated herein by reference. Detailed pricing and revenue-sharing information is provided in the separately submitted Cost Proposal and Proposed Income / Revenue Sharing Plan, in accordance with the RFP.

2.1.5.6 Personnel Policies, Safety and Training Program. BH Golf's personnel policies, training programs, and performance standards are designed to support consistent service delivery, regulatory compliance, and staff development. These materials are provided in the Operations & Training Manual and Quality Control Program identified in the **Proposal Submission Cross-Reference Map** and are incorporated herein by reference.

2.1.5.7 Quality Control Program. BH Golf's Quality Control Program, including operational controls, monitoring procedures, corrective action protocols, and continuous improvement practices, is provided in the document identified in the **Appendix Cross-Reference Index** and is incorporated herein by reference.

2.1.5.8 Marketing Plans, Selling Approach, Advertising Plans and Other Promotional Activities/Marketing Plan. BH Golf's marketing, selling, and promotional strategies—designed to grow participation, diversify revenue, and strengthen community engagement—are detailed in the Marketing & Advertising Plan and supporting documents identified in the **Proposal Submission Cross-Reference Map** and are incorporated herein by reference.

2.1.5.9 Investment Plans for Golf Course Capital Improvements. BH Golf's planned investments in golf course capital improvements, including priorities, funding strategies, and alignment with operational and revenue objectives, are documented in the materials identified in the **Proposal Submission Cross-Reference Map** and are incorporated herein by reference.



3.0 PART 3 – SCOPE OF SERVICES

3.1 Golf Course Management / Revenue Sharing

3.1.1 Course Patrol. BH Golf will provide consistent, professional, and highly visible course patrol services designed to promote safety, maintain pace of play, protect City assets, and enhance the overall customer experience.

Patrol practices will reflect BH Golf's long-standing commitment to hands-on management and relationship-based service developed through nearly a decade of disciplined operational oversight at Ladera GC. Rather than functioning as



enforcement personnel, marshals serve as visible ambassadors for the course – supporting pace of play, safety, and customer enjoyment through presence, communication, and professionalism. This approach has proven effective in maintaining orderly operations while preserving the welcoming, community-oriented character of the facility.

The City retains authority over course maintenance, agronomic standards, capital improvements, and public-use policies. BH Golf’s scope includes facility operations, customer experience, and revenue activities, coordinated with City maintenance and the Golf Management Division through established communication and escalation protocols.

Trained course marshals will be assigned during peak operating periods in compliance with the RFP’s seasonal requirements. Scheduling may be expanded beyond minimum coverage windows based on play volume, events, seasonal demand, and operational needs. Additional coverage will be deployed during tournaments, special events, or periods of unusually high play to preserve service standards and pace of play.

Marshals serve as ambassadors for the course. Their role emphasizes customer assistance, flow management, and education—not punitive enforcement. Responsibilities include monitoring pace of play, supporting compliance with course rules and safety standards through courteous reminders, assisting golfers with navigation and amenities, identifying and reporting safety or facility concerns, monitoring high-traffic areas, and serving as accessible points of contact for customer assistance.

Marshals do not impose penalties or remove patrons except at management direction. Recurring or material issues are escalated promptly to supervisory staff. Prior to each shift, marshals coordinate with the Pro Shop to review the tee sheet, scheduled events, and operational priorities. Patrol activity and incidents shall be documented in daily logs and reviewed by management for continuous improvement and City reporting as required.

3.1.2 Customer Service / Professional Conduct. BH Golf is committed to providing outstanding customer service and maintaining the highest standards of professionalism in all interactions with patrons, City staff, vendors, and community partners.

At Ladera GC, BH Golf’s service philosophy emphasizes relationship-based engagement. Team members are encouraged to recognize repeat customers, understand patron preferences where appropriate, and build long-term rapport with golfers and guests. This continuity of service has contributed directly to increased participation, customer loyalty, and positive word-of-mouth within the community, reinforcing Ladera’s reputation as an accessible and welcoming municipal course.

Every customer and guest is greeted promptly, courteously, and with respect. Service delivery is consistent from first contact at the Pro Shop or starter station through completion of play and departure. BH Golf emphasizes relationship-based



service, encouraging staff to engage positively with patrons, recognize repeat customers, and foster long-term community relationships that support repeat play and participation.



Customer service standards—including greeting protocols, telephone etiquette, complaint handling, and escalation—are standardized, trained, and reinforced pursuant to the Operations & Training Manual (Appendix 2). Staff are empowered to resolve routine service issues appropriately while maintaining accountability and consistency. When concerns arise, team members respond calmly, respectfully, and constructively, emphasizing listening, fairness, and reasonable resolution.

3.1.3 Green Fees. BH Golf will implement, administer, and maintain all green fees, discounts, and related pricing structures strictly in accordance with the City’s approved schedule and policies. Staff are trained to apply pricing consistently and transparently. Any fee changes will be implemented only upon City approval and communicated clearly to patrons. Fee administration, POS configuration, and reporting controls are integrated into daily operations.

3.1.4 Groups, Tournaments and Special Events. BH Golf will comply fully with all City requirements governing tournaments and organized events, including scheduling, advance notice, coordination with the Golf Management Division, and required approvals.

Formally organized tournaments and special events involving reserved blocks of tee times, structured competition administered by BH Golf, sponsorships, or entry fees will be coordinated with the City under established approval procedures. Routine leagues and association-based play that reserve tee times through standard booking channels are treated as part of normal daily operations unless administered by BH Golf as formal tournaments.

BH Golf’s experience managing Ladera GC has demonstrated that maintaining flexibility for informal league and association play—while preserving clear approval protocols for formally administered tournaments—supports strong participation and sustained utilization without compromising public access. This balanced approach reflects the practical realities of municipal golf operations and has allowed Ladera to serve a wide range of community users while remaining compliant with City policies.

When availability permits, short-notice group reservations may be accommodated as part of normal customer service, provided such accommodation does not disrupt public access or course operations. BH Golf remains committed to working collaboratively with the City to distinguish clearly between routine group activity and events requiring formal approval.

3.1.5 Hours of Operation. BH Golf will operate Ladera Golf Course in accordance with City-mandated schedules and the RFP’s “dawn to dusk” intent, subject to weather and safety conditions. Seasonal operating hours are adjusted based on daylight conditions and customer safety.



BH Golf monitors weather, daylight, and demand and coordinates with the City regarding any necessary temporary adjustments. Opening and closing procedures follow documented readiness and security protocols, including alarm systems, gate control, POS readiness, and cash controls.

3.1.6 Lessons. BH Golf will deliver professional, high-quality golf instruction that promotes player development, customer satisfaction, and long-term participation. Instruction is provided by qualified PGA professionals and trained instructional staff in a supportive environment emphasizing safety, accessibility, and enjoyment.

As detailed in the Past Experience section of this proposal, Bill Harvey of BH Golf brings extensive professional teaching credentials and instructional leadership to this role, including more than three decades of experience as a PGA professional and seventeen (17) years as Head Teaching Professional at Arroyo del Oso Golf Course. This background includes national and sectional teaching recognition and the delivery of more than 22,000 lessons to the Albuquerque community.

Instruction at Ladera GC has historically served not only as a revenue-generating function but as a cornerstone of community engagement and player development. BH Golf's instructional philosophy emphasizes accessibility, encouragement, and long-term enjoyment of the game, supporting both new golfers and those seeking continued improvement. This approach has helped cultivate a diverse and engaged golfing population at Ladera.

Lesson scheduling, pricing, and administration are coordinated through the Pro Shop to avoid disruption to regular play. Instructional programming supports the City's objectives of growing the game and strengthening community engagement.

3.1.7 Management and Staff. BH Golf is solely responsible for recruiting, employing, training, supervising, and retaining all personnel necessary to fulfill the concession agreement, excluding City maintenance personnel who remain under City supervision.

Staffing includes PGA professionals, instructional staff, Pro Shop personnel, starters and marshals, outside services staff, food and beverage staff, banquet personnel, and administrative support as required.

BH Golf places particular importance on staff continuity and institutional knowledge. Many members of the current management and staff team have worked at Ladera GC for multiple seasons and have developed strong working relationships with regular patrons, league participants, and community partners. The organizational familiarity developed over the years of tenure for many BH Golf personnel, supports consistent service delivery, reduces operational risk, and minimizes the learning curve that would otherwise be required to understand the facility, customer base, and operational rhythms of the course.

BH Golf's staffing approach emphasizes continuity, cross-training, documented onboarding, and ongoing performance coaching to maintain institutional knowledge and reduce operational risk. Coordination with City staff occurs regularly to ensure





alignment with public-use objectives and compliance requirements.

BH Golf remains fully staffed with tenured personnel and requires no additional resources to assume continued responsibility of management and operational duties under a new Concessionaire agreement.

3.1.8 Minimum Annual Guarantee (MAG).

BH Golf will comply with the Minimum Annual Guarantee requirements and commits to meeting or exceeding the specified minimum payment obligation. BH Golf acknowledges the City's requirement for the retention of a CPA firm to conduct annual compliance audits as required.

The increased Minimum Annual Guarantee reflected in this RFP represents a significant expansion of the City's revenue expectations relative to prior contract terms. These enhanced expectations are not the result of market conditions alone, but rather the cumulative effect of sustained operational improvements, reinvestment, community programming, instructional development, and revenue diversification implemented during BH Golf's tenure.

The financial capacity of Ladera GC has been deliberately strengthened through structured programming such as Thirsty Thursday community events, expanded youth engagement, disciplined retail merchandising, banquet growth, and systematic customer retention practices. These initiatives required strategic planning, measured risk assumption, vendor development, and consistent execution over multiple seasons.

While the City retains full discretion in awarding the contract, it is important to recognize that continuity of management preserves the institutional knowledge, staff stability, vendor relationships, operational cadence and community trust that produced these results. Transition to an unproven operator would necessarily introduce variability in revenue performance during a learning and stabilization period. In a facility where participation growth has been deliberately cultivated year after year, continuity serves as a risk-mitigation strategy that protects both revenue expectations and customer experience.

BH Golf remains committed to maintaining and building upon this performance, in partnership with the City, to ensure consistent and increasing revenue share for the benefit of the public.

3.1.9 Percentage Payment. BH Golf agrees to the revenue-sharing percentages set forth in the RFP and will comply with all calculation, documentation, reporting, and payment requirements. Approved rental rates and fee structures will be maintained in accordance with City schedules.

3.1.10 Additional Revenue Share Incentive Based on Total Rounds Played. BH Golf acknowledges the additional revenue share incentive provisions related to total rounds played and will comply fully with eligibility, calculation, documentation, and payment requirements. Participation growth efforts are supported through disciplined operations, customer experience initiatives, instruction, marketing, and



community engagement.



BH Golf notes that it has achieved the rounds-played incentive threshold in each of the four most recent operating years (2022–2025), reflecting sustained growth in participation under its management. This performance has been supported through coordinated investments in customer service, instruction, programming, and marketing, undertaken in partnership with the City and consistent with the public mission of the facility.

3.1.11 Point of Sale / Revenue Reconciliation and Financial Controls. BH Golf will utilize City-approved POS systems in compliance with all policies and procedures. Staff are trained in POS operation, cash handling, reconciliation, and data security. Daily reconciliations and deposit controls are maintained and documented for transparency and City review.

The POS system also serves as the operational foundation for daily revenue reconciliation and financial control procedures governing concession operations at the facility.

Ladera Golf Course operates under a revenue reconciliation framework integrated with the City of Albuquerque’s point-of-sale (POS) system and financial reporting processes. All transactions are processed through the City-controlled POS platform, ensuring that the City maintains full visibility into all sales activity generated through concession operations.

In 2017, City golf management personnel implemented a revised settlement methodology intended to simplify the daily reconciliation process. Under this approach, the City calculates its share of total daily course receipts, allocates and retains that share for itself from the daily credit card receipts, all of which it collects on behalf of the Concessionaire, and remits the Concessionaire’s net, remaining share of credit card receipts through an ACH transfer.

Because the City collects all green fee revenues and processes electronic transactions through the City’s POS settlement system, the City maintains direct visibility into the facility’s primary revenue stream and retains its allocated share of revenues within its own financial systems before any distribution to the Concessionaire occurs.

BH Golf implemented internal reconciliation procedures consistent with this City-directed operating framework and has continued to follow the established process since its introduction. The Concessionaire’s reconciliation documentation, POS reporting, and ACH settlement records provide a complete and transparent audit trail for all revenues generated at the facility.

BH Golf remains fully committed to transparency, financial accountability, and cooperation with City financial oversight. To the extent the City wishes to modify or standardize reconciliation practices or cash-handling procedures under the new concession agreement, the Concessionaire will work collaboratively with City finance and Parks & Recreation personnel to ensure that operational procedures





align with the City's preferred accounting and revenue-control framework.

Detailed daily procedures governing register reconciliation, POS reporting, and revenue documentation are contained in Appendix 2 (Operations & Training Manual), while oversight, monitoring, and internal control standards governing financial integrity are established in Appendix 3 (Quality Control Program).

3.1.12 Promotion of Youth Programming. Youth golf development is a central mission of BH Golf. BH Golf actively supports Youth on Course, high school golf initiatives, junior clinics, camps, and beginner programs. Instruction emphasizes fundamentals, sportsmanship, safety, confidence-building, and enjoyment. Programs are coordinated with City staff, schools, and regional golf organizations to maximize outreach and participation.

Youth instruction and mentorship have been a defining element of BH Golf's presence at Ladera GC. Through decades of professional experience, Bill Harvey has emphasized not only technical instruction but also personal development, confidence-building, and sportsmanship. These values continue to guide youth programming at Ladera and align closely with the City's objectives for accessibility, inclusion, and long-term engagement in the sport.

3.1.13 Rentals

3.1.13.1 Golf Cart Fleet. BH Golf will coordinate with the City and approved vendors to ensure reliable, well-maintained golf cart services within the City's leasing framework. Daily fleet management includes staging, cleaning, inspection, and reporting. ADA accessibility is supported consistent with the City's municipal fleet program and applicable requirements.

3.1.13.2 Other Rentals and Revenue Generating Activities. BH Golf will maintain rental clubs, bags, push carts, and range clubs to support accessibility and visitor play. Subject to City approval, BH Golf may pursue additional amenities and programs that enhance utilization and revenue while protecting City assets.

A proprietary extended-season driving range amenity is proposed in a separate confidential trade-secret addendum. Any implementation would be subject to City review and approval and phased to ensure compatibility with City policies.

3.2 Golf Course Pro Shop Operations

3.2.1 Full-Time Golf Professional. BH Golf will maintain the required full-time PGA professional staffing in full compliance with Section 3.2.1 of the RFP, with qualifications, roles, and responsibilities as further detailed in Appendix 2 (Operations & Training Manual).



3.2.2 Hours of Operation. BH Golf will operate the Pro Shop and related facilities during all City-approved hours and seasonal schedules in accordance with Section 3.2.2 of the RFP and documented opening and closing procedures in Appendix 2.

3.2.3 Merchandise Inventory. BH Golf will maintain merchandise inventory levels, selection standards, and merchandising practices in compliance with Section 3.2.3 of the RFP, with inventory controls and retail procedures governed by Appendix 2.

Likewise, BH Golf will provide club fitting services conducted by PGA professionals. These services are provided to assist golfers in selecting equipment properly suited to their swing characteristics and skill level and support both instructional programming and retail merchandising. Club fitting services are coordinated through the Pro Shop and instructional staff, with operational procedures and instructional integration described in the Operations and Training Manual (Appendix 2).

3.2.4 No Gifts. BH Golf will comply fully with all City “No Gifts” and ethics requirements applicable to Pro Shop operations, as required under Section 3.2.4 of the RFP.

3.2.5 Operating Policy. BH Golf acknowledges receipt of and agrees to comply with the City of Albuquerque Golf Operations and Concessions Manual as required under Section 3.2.5 of the RFP, coordinated with BH Golf’s Operations Manual (Appendix 2).

3.2.6 Professional Instruction. BH Golf will provide professional golf instruction in compliance with Section 3.2.6 of the RFP, utilizing qualified PGA professionals and instructional staff as outlined in Appendix 2 and the Business Plan.

3.2.7 Staffing. BH Golf will maintain sufficient, qualified staffing to support Pro Shop operations in compliance with Section 3.2.7 of the RFP, with staffing plans, training, and supervision detailed in Appendix 2.

3.3 Clubhouse: Snack Bar / Restaurant Operations

3.3.1 Care of the Buildings and Equipment. BH Golf will provide routine custodial care, cleanliness, and day-to-day upkeep of City-owned clubhouse facilities and equipment in compliance with Section 3.3.1 of the RFP and Appendix 2 procedures.

3.3.2 Food and Beverage Service. BH Golf will operate food and beverage services in compliance with all applicable City, State, and health department requirements as required under Section 3.3.2 of the RFP and Appendix 2.

3.3.3 Point of Sale. BH Golf will utilize and maintain City-approved POS systems for food and beverage operations in full compliance with Section 3.3.3 of the RFP and Appendix 2 controls.



3.3.4 Utilities. BH Golf will manage assigned utility responsibilities in compliance with Section 3.3.4 of the RFP and coordinate utility usage and conservation practices consistent with City policies.

3.3.5 No Assignment. BH Golf will not assign, sublease, or delegate snack bar or restaurant operations without prior written City approval, in full compliance with Section 3.3.5 of the RFP.

3.3.6 Preventative Maintenance. BH Golf will perform routine preventative maintenance within its scope of responsibility in compliance with Section 3.3.6 of the RFP and documented maintenance schedules in Appendix 2.

3.4 Clubhouse: Banquet Facility Operations

3.4.1 Banquet Facility. BH Golf will operate and manage the banquet facility in compliance with Section 3.4.1 of the RFP, utilizing City-approved facilities and BH Golf staff as outlined in Appendix 2.

3.4.2 Clubhouse Manager / Banquet Facility Manager. BH Golf will maintain qualified management oversight of banquet operations in compliance with Section 3.4.2 of the RFP, including staffing, scheduling, and event execution.

3.4.3 No Assignment. BH Golf will not assign or delegate banquet operations without prior written City approval, in compliance with Section 3.4.3 of the RFP.

3.4.4 Preventative Maintenance. BH Golf will perform preventative maintenance for banquet facilities and equipment within its operational scope in compliance with Section 3.4.4 of the RFP and Appendix 2.

3.4.5 Utilities. BH Golf will manage utilities associated with banquet operations in compliance with Section 3.4.5 of the RFP and City utility allocation requirements.

3.5 Alcohol Service. BH Golf will comply fully with all laws and regulations governing alcohol service and will maintain a current liquor license agreement with the City throughout the concession term. Alcohol service is provided only by trained and permitted staff under active management oversight.

3.6 Marketing / Advertising. BH Golf will implement a comprehensive, results-oriented marketing program leveraging City communication channels, social media, email marketing, on-site signage, and community partnerships. Marketing is integrated with service delivery and evaluated using participation and performance data. Privacy-compliant visibility initiatives may be implemented subject to City approval. A detailed Marketing & Advertising Plan is included as Appendix 4.

At the core of BH Golf's marketing philosophy is the belief that the most effective promotion of a municipal golf course is the experience delivered on-site. Positive word-of-mouth generated through friendly service, playable conditions, and welcoming programming remains the primary driver of participation. Marketing initiatives are therefore designed to amplify –

not replace – the customer experience delivered daily at Ladera GC.

3.7 Electronic Signatures. BH Golf agrees to the use of electronic signatures in accordance with applicable law and City policy.

3.8 Force Majeure. BH Golf agrees to the force majeure provisions of the RFP and will cooperate with the City to minimize disruption and resume operations promptly following any such event.

3.9 Approval / Effective Date. BH Golf acknowledges the City's approval requirements and will submit all actions requiring approval in accordance with the concession agreement and City policy.



**BILL HARVEY GOLF, LLC****City of Albuquerque****Solicitation Number: RFP-2025-737-PRK-MP****Golf Course Concessions Ladera Golf Course****STATEMENT OF ACCEPTANCE OF PROPOSAL**

- 1.5** The undersigned Offeror (“Offeror”), by submission of this Proposal, hereby certifies and agrees that acceptance of its Proposal by the City of Albuquerque (the “City”) is contingent upon Offeror’s compliance with, and agreement to act in accordance with, the provisions set forth in Section 1.5 of the Request for Proposals, subject only to those specific exceptions, if any, expressly identified by Offeror in Section 1.11 (Exceptions to Contract Terms) of this Proposal.

Without limiting the foregoing, and except as expressly stated in Section 1.11, Offeror certifies and agrees as follows:

- 1.5.1 City Public Purchases Ordinance (Section 1.5.1).** Offeror certifies and agrees to comply with and act in accordance with all applicable provisions of the City of Albuquerque Public Purchases Ordinance.
- 1.5.2 City Purchasing Rules and Regulations (Section 1.5.2).** Offeror certifies and agrees to comply with the City of Albuquerque Purchasing Rules and Regulations, which implement and clarify the Public Purchases Ordinance and govern procurement, management, control, and disposal of goods and services.
- 1.5.3 Civil Rights Compliance (Section 1.5.3).** Offeror certifies and agrees to comply with all applicable provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all other applicable federal statutes and executive orders, New Mexico statutes, and City of Albuquerque ordinances and resolutions relating to civil rights and affirmative action.
- 1.5.4 Americans with Disabilities Act Compliance (Section 1.5.4).** Offeror certifies and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990, as amended, and all federal regulations promulgated thereunder.
- 1.5.5 Insurance and Bonding Compliance (Section 1.5.5).** Offeror certifies that it is capable of complying with the insurance requirements set forth in the RFP and has provided a Certificate or Statement of Insurance Compliance in this Proposal. Offeror further acknowledges that bonds will be furnished if and to the extent required by the City in accordance with the RFP.



1.5.6 Ethics (Section 1.5.6).

1.5.6.1 Fair Dealing (Section 1.5.6.1). Offeror warrants that its Proposal is submitted in good faith, without collusion or fraud, and that no gratuities, gifts, or inducements of any kind have been offered or will be offered to any City officer or employee for the purpose of securing an award or favorable treatment.

1.5.6.2 Conflict of Interest (Section 1.5.6.2). Offeror warrants that it has no present interest, and shall not acquire any interest, direct or indirect, that would conflict with the performance of services under a contract resulting from this RFP, and that no City officer or employee involved in this procurement has or will have a personal or pecuniary interest in Offeror's business.

1.5.7 Participation / Offeror Preparation (Section 1.5.7). Offeror certifies that it has not used the consultation or assistance of any person or entity that participated, in whole or in part, in the preparation of the RFP specifications or Scope of Services, in the preparation of its Proposal or in the management of its business in connection with this procurement.

1.5.8 Debarment or Ineligibility Compliance (Section 1.5.8). Offeror certifies that it is not debarred or otherwise ineligible to receive funds from any federal, state, or local public body, and agrees to immediately notify the City if it becomes subject to debarment, suspension, or ineligibility at any time prior to or during the term of any resulting contract.

1.5.9 Goods Produced Under Decent Working Conditions (Section 1.5.9). Offeror certifies that any goods offered to the City were produced under decent working conditions, as defined by City policy and Council Bill No. M-8, Enactment No. 9-1998.

1.5.10 Graffiti-Free Requirement (Section 1.5.10). When applicable, Offeror certifies that any equipment, facilities, or other items furnished under a contract resulting from this RFP will be graffiti-free, and acknowledges that failure to comply may result in cancellation of the contract.

This Statement of Acceptance is executed by an authorized representative of the Offeror and is binding upon the Offeror upon submission of its Proposal, subject only to those exceptions expressly stated in Section 1.11.

BILL HARVEY GOLF, LLC

By: 

Name: Bill Harvey

Title: Principal/Concessionaire

Phone: (505) 401-0622

Email: Bharvey@pga.com

Date: 03/11/2026

**BILL HARVEY GOLF, LLC****City of Albuquerque
Solicitation Number: RFP-2025-737-PRK-MP
Golf Course Concessions Ladera Golf Course****CERTIFICATE / STATEMENT OF INSURANCE COMPLIANCE****INSURANCE REQUIREMENTS**

(RFP Section 1.23 – Insurance)

The undersigned Offeror (“Contractor”) hereby certifies and affirms that it has obtained, maintains, and will continue to maintain for the duration of any contract resulting from this Request for Proposals, insurance coverage meeting or exceeding the requirements set forth in RFP Sections 1.23.3 through 1.23.5, as summarized below.

1. Commercial General Liability Insurance

The Contractor maintains a Commercial General Liability (“CGL”) insurance policy providing coverage for all operations performed for the City of Albuquerque, including contractual liability coverage expressly insuring the hold-harmless and indemnification provisions of the contract resulting from this RFP. Coverage limits are as follows:

- \$2,000,000 – Per Occurrence
- \$2,000,000 – General Aggregate
- \$1,000,000 – Products Liability / Completed Operations
- \$1,000,000 – Personal and Advertising Injury
- \$5,000 – Medical Payments

2. Automobile Liability Insurance

The Contractor maintains a Comprehensive Automobile Liability insurance policy with limits of not less than:

- \$1,000,000 Combined Single Limit per occurrence for bodily injury (including death) and property damage,

which includes coverage for the use of all owned, non-owned, and hired automobiles, vehicles, and other equipment, whether used on or off the worksite.



3. Workers' Compensation Insurance

The Contractor maintains Workers' Compensation insurance coverage in compliance with the Workers' Compensation Act of the State of New Mexico, covering all eligible employees.

☐ *If applicable:* The Contractor certifies that it currently employs fewer than three (3) employees and is therefore not subject to the Act at this time. The Contractor further certifies that it will promptly notify the City and obtain Workers' Compensation coverage should it become subject to the Act at any time during the contract term.

4. Increased Insurance Limits

The Contractor acknowledges and agrees that, pursuant to RFP Section 1.23.4, the City may require increased insurance limits during the life of the contract, and that any such requirement shall be addressed through an appropriate adjustment to the contract amount.

5. Additional Insurance and Bonding

The Contractor acknowledges that, pursuant to RFP Section 1.23.5, the City may require additional types or limits of insurance, or bonding (including Proposal Bonds, Performance Bonds, or Labor and Material Payment Bonds), as a condition of award, and agrees to comply with all such requirements. The Contractor further acknowledges that any required bonds must be issued on City-approved forms, and that bonds not issued on such forms will be rejected.

6. Evidence of Coverage

The Contractor certifies that certificates of insurance evidencing the required coverage will be provided upon request, prior to contract execution, and at any time thereafter as required by the City.

BILL HARVEY GOLF, LLC

By: 
Name: Bill Harvey
Title: Principal/Concessionaire
Phone: (505) 401-0622
Email: Bharvey@pga.com
Date: 03/11/2026



BILL HARVEY

8119 CALLE ENSUENO NW, ALBUQUERQUE, NM 87120

505.401.0622

BHARVEY@PGA.COM

SUMMARY

Motivated, caring, and enthusiastic PGA golf professional with Forty plus years of experience in the golf business. Excellent teaching professional, open minded builder, promoter and grower for the game of golf.

PROFESSIONAL SKILLS

- Tremendous, successful, and proven Golf Teacher/Instructor for all levels
- Strong Leader
- Selfmotivated
- Competitor/Player
- Team Builder
- Excellent Communicator
- Reliable
- Outstanding Interpersonal skill set
- Tireless promoter of golf

EXPERIENCE

- Director of Golf Ladera Golf Course, Albuquerque NM. Transformed an underachieving public golf course that was generating 33,000 rounds annually and operating at a large deficit, to a profitable operation generating almost 90,000 rounds in just 9 years. Created an atmosphere of enjoyment and fun for the west side golfing community of Albuquerque. Put together an outstanding team that is fully committed to excellent customer service in all facets of the golf operation, including the café, patio, and banquet operations.
- As Head Teaching Professional at Arroyo del Oso Golf Course gave more than 22,000 lessons from April 1999 through April 2016. Developed the Harvey's Hitters Golf Academy: A Women's and Juniors Golf Academy at Arroyo del Oso Golf Course. Published a monthly newsletter, Outside the Box Golf, to inform students/members about changes to rules, new products, clinics, and events.
- Worked as interim Head Golf Professional at Spring Mill CC, Warminster PA. Gaining invaluable firsttime head professional experience for fifteen months.
- Began career in Golf as a caddy, National Golf Links of America, Southampton NY 1979-1984. Turned Professional in 1985 working as an assistant professional at various clubs, San Juan CC, Farmington NM, Rio Rancho CC, Rio Rancho NM, Albuquerque CC, Albuquerque NM and Spring Mill CC, Warminster PA.

PROFESSIONAL ACHIEVEMENTS

- Class A Member, Professional Golfers Association of America PGA 1989Present
 - Sun Country Section PGA Teacher of the Year 2002 & 2008
 - Golf Digest New Mexico Teacher of the Year 2002 & 2011
 - United States Senior Open - Oak Tree CC, Oklahoma 2014
 - United States Senior Open- Broadmoor CC, Colorado 2017
 - United States Senior Open- Saucon Valley CC, Pennsylvania 2022
 - Sun Country Section PGA Player of the Year 2006, 2007, 2008, 2009, 2010
 - Sun Country Section PGA Senior Player of the Year 2014, 2016, 2017
 - PGA Professional National Championship Qualifier2004, 2006, 2007, 2008, 2009, 2010, 2014, 2017, 2018, 2020
 - Senior PGA Professional National Championship Qualifier2011, 2013, 2014, 2017, 2018, 2019, 2020
 - Founding Member United States Senior Tour 2013
 - Northern New Mexico Golf Hall of Fame Inductee, 2014
 - Girls Golf Coach, Bosque Prep School, 2010 - 2012
 - Board Member, Sun Country Section PGA, 2004 - 2008
 - Tournament Chairman, Sun Country Section PGA, 2006 - 2008
 - Helped place over 25 aspiring junior golfers into college programs a
 - Golf Coach to Katie Kempter, and Sammie Stevens former LPGA and Symetra Tour players

EDUCATION

University of New Mexico, Bachelors of University Studies 1984

Athletic Scholarship University of New Mexico Basketball 19801983

Athletic Scholarship West Georgia College Basketball/Baseball 1979

REFERENCES

Cameron Doan, PGA
Director of Golf
Preston Trail Country Club
(972) 248-8448

Katie Kempter
Symetra Tour Player
Denver University Alumni
(505) 328-1677

Jacqui Spence
Strategic Planning &
Marketing Consultant
Bosque Prep School
(505) 385-6312

Bradley Lane, Assistant Professor
University of Kansas
Rice University Alumni
(812) 219-8417

Tony Hidalgo, PGA
Director of Golf
Arroyo del Oso Golf Course
(505) 884-7433

Ellen C. Dunn

8119 Calle Ensueno NW
Albuquerque, NM 87120

Cell: (516) 524-9402

ellencdunn@aol.com

Experience

- May 2016 to Present* **Ladera Golf Course** Albuquerque, New Mexico
CFO
Oversees of all finances pertaining to the concessionaire's business of running the city owned Golf Course. Files and pays monthly gross receipts taxes. Advised the city's tech department on the preparation of the necessary reports their new POS system needed to run nightly because of the split transaction agreement.
- Mar. 2009 to May 2016* **Ross School** East Hampton, New York
Accountant/Account Payable - full-time
Assisted Controller with all aspects of accounting, reconciled all the bank accounts, took over accounts payable, assist accounts receivable and payroll. Prepared and enter various journal entries. Entered budget information. Reviewed general ledger and prepared monthly reports for all departments.
- Aug. 2006 to March 2009* **Ross School** East Hampton, New York
Development Associate/Administrative Manager - full-time
Manage donor database, receive and post all donations, prepare tax deduction thank you letters, cultivate and research donors, assist with fund-raising efforts, prepare all reports on giving and budgets for events.
- Jan. 2002 to Aug. 2006* **Ross School/Ross Institute** East Hampton, New York
Accountant-Part-time (20 –30 hours per week)
Assisted Controller with all aspects of accounting, reconciled all the bank accounts, oversaw accounts payable, accounts receivable and payroll. Prepared and entered journal entries to record ADP payroll in the general ledger. Reviewed general ledger and prepared monthly budget to actual reports for all departments.
- Jan.1996 to 2006* **Ellen Dunn Bookkeeping Services** East Quogue, New York *Owner*
Did bookkeeping and accounting work for the following businesses: Weekly - LaRonde Beach Club, 3-D Building & Construction Management Corp. Monthly - Okey Plumbing & Heating, Inc., JDB Carpentry, Physio-Dyne Instruments, Inc., Bub's Tavern, Inc., Rod & Reel Hotel Corp., Currin Communications, Inc., Estabrook Plumbing Annually – Rock Solid Land Development Corp., Underhill Development Corp.
- Dec.1992 to Nov. 1997* **Rip Tide Restaurant** Hampton Bays, New York (Business Closed)
Part-time Full-Charge Bookkeeper
- Mar. 1989 to Feb. 1991* **Charlie's Restaurant** Westhampton Beach, New York (Business Sold)
Part-time Full-Charge Bookkeeper
- Jan. 1989 to Dec. 1995* **Gajowski & Dunn Bookkeeping Services** East Quogue, New York
Partner
Did weekly and monthly bookkeeping and accounting services for more than

twenty local businesses and some individuals as well.

Feb. 1987 to Mar. 1988 **Lumbering Lyons, Inc.** Hampton Bays, New York (Business Sold)
Full-Charge Bookkeeper
 Responsible for accounts receivable, accounts payable, weekly payroll, payroll taxes, sales tax, bank reconciliations through trial balance and profit & loss reports.

April 1980 to Feb. 1987 **John J. Charde, CPA** Southampton, New York (Retired to Florida)
Bookkeeper
 Write-ups, bank reconciliations through general ledger and trial balance. Preparation of all payroll tax forms including year end W-2's, sales tax returns, personal and corporate tax returns, for all different types of businesses.

Computers

QuickBooks Pro & QuickBooks Premier Accountants Edition, Microsoft Office including Word, Excel, Access & PowerPoint, PC Anywhere, Blackbaud's Financial Edge & Raisers Edge

Education

June 1980 **Hampton Bays Junior Senior High School** Hampton Bays, New York
Regents Diploma
Suffolk Community College Riverhead, New York
 Attended Accounting Classes at night while working for John Charde

References

Roy Little, CPA
 Jones, Little & Co. (631) 728-4020 –
 Hampton Bays office
 (631) 277-8500 - East Islip office

Duane Ritter, CPA
 Former Controller – Ross School
 (631) 375-0652

Kim Bass
 Business Manager – LaRonde Beach Club
 (631) 288-4122

David E. Lovato

923 Tumulus Dr. NW, Albuquerque, NM 87120

(505) 553-2367 | David.Lovato@pga.com

Professional Summary

Strategic leader dedicated to growing the game of golf through 8+ years of leadership in junior player development, men's and women's amateur golf, community engagement, and high-performance operations. Combines a deep commitment to expanding golf accessibility with a robust technical background in federal records archiving and data integrity across complex organizational structures.

Professional Experience

Ladera Golf Course | Albuquerque, NM

Head Golf Professional | November 11, 2017 – Present

- Direct all daily golf operations for a premier public facility, including staff supervision, tournament coordination, and pro-shop management.
- Conduct professional club fittings for industry-leading brands including Titleist, TaylorMade, and Callaway using advanced launch monitor technology to analyze ball speed, launch angle, and spin rates, ensuring data-driven equipment optimization.
- Technical Equipment Services & Calibration: Perform advanced club repairs including regripping and reshafting while utilizing a loft and lie machine to accurately measure and bend irons and wedges; execute precision loft and lie alterations to fine-tune ball flight, launch angle, and turf interaction, achieving consistent distance gapping and improved shot accuracy for clients.
- Manage pro shop merchandising, including inventory procurement, creative displays, and vendor relationships to drive retail revenue and customer satisfaction.
- Serve as the on-site IT and Point of Sale (POS) expert, managing system configurations, troubleshooting technical issues, and ensuring seamless transaction processing.
- Oversee golf cart fleet management and maintenance operations, serving as the lead mechanic while providing technical training to staff to ensure equipment safety, reliability, and longevity.
- Develop and manage comprehensive golf programs for junior players, as well as men's and women's amateur golfers, to foster engagement, skill development, and retention.
- Spearhead community engagement and customer retention programs, enhancing the course's reputation and revenue.
- Lead professional instructional clinics and individual coaching, utilizing advanced knowledge of the game to serve a diverse clientele.

Bosque School | Albuquerque, NM

Head Golf Coach | Fall 2019 – Present

- Lead the varsity and junior varsity golf programs, focusing on technical skill development, course management, and competitive strategy.
- Coordinate team schedules, including practices and tournament travel, while maintaining strong communication with student-athletes and parents.
- Foster a positive team culture centered on sportsmanship, discipline, and academic excellence.

Chickasaw Nation Industries | Albuquerque, NM

Post Data Quality Analyst | 09/09 – 01/15

- Performed post-document quality control and analysis of Individual Indian Accounts.
- Traveled to DOI, Special Trustee, and BIA sites to inventory and archive federal records for national repositories.
- Reviewed, indexed, and prepared government documents using the Indian Affairs Records Schedule (IARS) and General Records Schedule (GRS).
- Managed and updated Individual Indian Allotment accounts regarding Oil and Gas royalty payments.
- Supervised and managed the Document Control team while on-site and during travel.

Labat-Anderson, Inc. | McLean, VA

Task Supervisor | 02/04 – 04/09

- Managed the inventory and archiving process for federal records across multiple client sites.
- Created and maintained project-specific databases using Microsoft Excel and Access.
- Oversaw daily schedules and timesheets for the Document Control team.
- Assisted attorneys and client staff with document retention and discovery processes during active litigation.
- Utilized high-volume document imaging and scanning programs for company projects.

Education

- **PGA of America** | *Currently pursuing PGA Class A membership on Level 1*
- **New Mexico Highlands University** | *August 2000 – May 2001*
- **Goddard High School** | *High School Diploma, May 2000*

 David Michael Schlem

845-531-1957 david.schlem@yahoo.com 217 Piedra Lisa St. Bernalillo, NM, 87004

BAR & CAFÉ MANAGER | HOSPITALITY OPERATIONS

Experienced Bar and Café Manager with 9 years in food and beverage service and 3 years in management within a golf course hospitality environment. Proven leader overseeing staff, inventory, budgeting, and guest experience. Known for increasing sales and profitability through community-driven events, strong operational controls, and consistent service standards. Background in business and marketing with hands-on bar, café, and event operations.

PROFESSIONAL EXPERIENCE

Ladera Golf Course Café – Albuquerque, NM

3 Years as Manager | 9 Years Total with Organization

- Lead daily bar and café operations, ensuring high standards of service, food safety, and alcohol compliance
- Supervise, train, and schedule a team of 10–12 staff, promoting accountability, teamwork, and guest-focused service
- Manage ordering, inventory, and cost control for food, beverages, and bar supplies
- Oversee budgeting and labor management, contributing to improved profitability
- Plan and execute weekly events and bar-focused gatherings that significantly increased sales and strengthened community engagement
- Deliver exceptional customer experiences for golfers, event guests, and local patrons
- Coordinate food and beverage service for tournaments, leagues, and special events

EDUCATION

- *Manhattan College* (New York, NY) 2012-2014
- *University of New Mexico* (Albuquerque, NM) 2014-2017

CORE SKILLS

- Bar & Café Operations
- Alcohol Service & Compliance
- Staff Leadership & Training
- Scheduling & Labor Control
- Inventory & Cost Management
- Guest Experience & Service Standards
- Event Planning & Promotions
- Sales Growth & Community Engagement

CERTIFICATIONS

- **Food Handler Certification** – Food Trainer (ANAB Certified)
- **Alcohol Server License** – New Mexico Alcohol Beverage Control (ABC)

KATARZYNA LA FATA

PROFESSIONAL PROFILE

Hospitality and operations professional with extensive experience managing high-volume food service environments, staff supervision, and customer-facing service operations. Demonstrated ability to coordinate service teams, manage food and beverage logistics, oversee vendor relationships, and maintain consistent guest service standards. Brings a strong operational management style well suited to golf course banquet operations, tournament events, and community hospitality programming.

CORE COMPETENCIES

- Banquet & Event Operations
- Food & Beverage Service Management
- Staff Supervision & Scheduling
- Customer Service & Guest Experience
- Vendor Coordination & Purchasing
- Inventory & Cost Control
- Operational Logistics & Event Support
- QuickBooks & Business Administration

PROFESSIONAL EXPERIENCE

Owner / Operator – Dairy Queen Orange Julius, Albuquerque, NM | 2019 – Present

- Manage daily food and beverage operations including staff scheduling, inventory purchasing, and vendor coordination.
- Train and supervise staff to maintain consistent service standards and positive guest experiences.
- Oversee food preparation operations, equipment maintenance, and operational readiness.
- Manage financial operations including payroll, purchasing, and operational cost control.
- Coordinate staffing and service during high-volume periods, promotions, and special events.

Key Accomplishments:

- Increased sales approximately 60% during the first year of ownership despite acquiring the business with near-complete staff turnover.
- Store recognized as one of the highest-performing locations in the Southwest franchise region.
- Selected by International Dairy Queen, Inc. as a training store for new franchise operators.

Property Operations Manager – Lake Two, LLC | 2017 – 2018

- Managed operations for a 62-unit residential property including vendor coordination and maintenance scheduling.
- Improved tenant relations and service response procedures.
- Reduced vacancy rates and improved operational efficiency.

Administrative & Operations Support – Legal Office Management Services | 2009 – 2018

- Provided financial administration, billing, payroll, and office management services.
- Managed vendor coordination, accounts payable/receivable, and insurance renewals.

EDUCATION

Master's Degree – Geography, Pedagogical University of Krakow, Poland

Bachelor's Degree – Business (Tourism), Krynica, Poland

Michael Gutierrez

5053859360 | michaelcoygutz@gmail.com | Albuquerque, NM 87114

SUMMARY

Dedicated and energetic leader with exceptional customer service, multitasking, and time management abilities. Devoted to giving every customer a positive and memorable experience. Driven golf professional with distinguished understanding of event administration, golf instruction and equipment maintenance. Adept at marketing events and budgeting for special programs. Successful in inventory management and increasing sales. Enthusiastic golf professional with 15 years of experience. Successful in executing golf events, golf instruction, and upselling products with extensive knowledge of the golf industry.

SKILLS

- Event Planning
- One-on-One Instruction
- Tournament Facilitation
- Attention to Detail

EXPERIENCE

Associate in the PGA, Golf Professional, Ladera Golf Course, September 2023-Current
Albuquerque, NM

- Provided golf instruction to players of all skill levels.
- Head of the Ladera Junior program.
- Assisted with the organization and execution of golf tournaments and events.
- Managed tee time reservations and handled customer inquiries.
- Coach and mentor associates in the guest service department.

Parts Specialist, Wagner Equipment Co, January 2012-Current Albuquerque, NM

- Inspected and verified incoming parts for accuracy against invoices, delivery notes, and packing slips.
- Maintained accurate records of all inventory transactions in the computer system.
- Assisted customers with product selection based on their needs.
- Received customer orders and placed them into the system for processing.

Assistant Golf Professional, Sandia Golf Club, August 2008-October 2011 Albuquerque, NM

- Provided golf instruction to players of all skill levels.
- Assisted with the organization and execution of golf tournaments and events.
- Managed tee time reservations and handled customer inquiries.
- Maintained accurate records of inventory, sales, and financial transactions.
- Coach and mentor associates in the guest service department

EDUCATION AND TRAINING

High School Diploma Menaul High School, Albuquerque, NM May 1988

New Mexico State University, Las Cruces NM August 1989 – May 1992

University of New Mexico, Albuquerque NM August 1992

- May 1994

Registered as an Associate Professional in the PGA. Working towards membership in the PGA.

REFERENCES

Derek Gutierrez

Email: dcgpga@santaanagolf.com Phone: 505.264.3790

Bill Harvey

Email: bharvey@pga.com Phone: 505.836.4449

Cody Stubbs

Email: cody.stubbs.gs@gmail.com Phone: 682.270.1798 Derek Reeder Email: dreeder2249@yahoo.com Phone: 720.505.6292

ALAN W. TURNEY

8516 Eagle River Road NW • Albuquerque, NM 87120 • 505.463.4806 • alanqretired@aol.com

CAREER OBJECTIVE

Bring my collective knowledge, military, work, and life experiences to a diverse and inclusive golf facility where I can contribute to growing the game of golf while growing and learning alongside industry professionals.

SUMMARY OF QUALIFICATIONS

- Professional Golfer (12 years)
- Program Manager-Personnel Security (4 years)
- Physical Security Program Manager (3 Years)
- Budget Planning & Execution
- Accounting & Financial Methods
- Contract Management, Source Selection, & Cost Estimation
- Training & Development
- Customer & Employee Relations
- Staff Supervision, Performance Planning & Evaluation (20+ years)
- Strategic Planning & Implementation
- Classroom & Flight Instruction
- Curriculum Development
- Excellent Written & Oral Communications
- Acquisition Courses Completed
- Briefing and Presentation Skills
- MS Office Suite and various employer- specific software programs

PROFESSIONAL EXPERIENCE**SELF-EMPLOYED**

Professional Golfer / Golf Instructor, Oct 2014 - Present

Summary: I stepped away from full-time employment to pursue full-time golfing as an amateur/professional golfer. I competed on the Golf Channel Amateur Tour while looking for professional opportunities, and joined the newly formed United States Senior Professional Tour (USSPT) in its inaugural season in the Fall of 2015. Being a professional golfer requires researching opportunities for tour play; schedule management for tournaments, practice, workouts, and coaching/lessons; coordinating travel arrangements; seeking sponsors; accurate documentation; and running a business. As an intelligent, steadfast, hard-working, and self-motivated golf professional, I am positioned to apply my broadened skill set to an exciting business environment. Currently enrolled in the Professional Golf Management program through the PGA of America.

- Teaching Professional- Provide quality instruction to students in all aspects of the game of golf
- Provide customer service as a Pro Shop Customer Service Representative
- Certified Yamaha Golf Cart Fleet Manager and Maintenance Technician
- Tournament Director for the Ladera Golf Association scheduling, conducting, and managing association tournaments
- Assists with instruction during Junior Golf Camps conducted at Ladera Golf Course
- Assists with tournament scheduling for Ladera Golf Course

US DEPT. OF AGRICULTURE, FOREST SERVICE, ALBUQUERQUE, NM**SEPTEMBER 2008 – SEPTEMBER 2014**

- Managed Personnel Security Program responsible for initiating, processing, and adjudicating background investigations for all USDA Forest Service (FS) employees consisting of a base of 39,000 permanent employees with additional seasonal appointments averaging 20,000. Program operated in accordance with NISPOM and HSPD-12 Directives.
- Coordinated with local, state, and federal authorities during the conduct of investigations.
- Assessed program progress applying current methods and procedures using schedules, cost estimates, and performance metrics. Continually studied, reviewed and evaluated program to provide periodic (weekly, monthly, quarterly) progress reports and statistical analysis for senior managers in support of long-range planning.
- Planned, organized, and coordinated activities for five Personnel Security Specialists, twelve HR Assistants, one Supervisory Personnel Security Specialist, and nine 'Pathways' Student Interns. Developed performance plans with measurable outcomes; evaluated performance to achieve program objectives.

- Formalized personnel security program requirements into FS policy and policy change drafts.
- Prepared and presented strategic planning, manning, and program progress briefings to in-line FS management through senior USDA leadership.
- Participated in contract process for augmentee staff positions to include requirements for RFP and source selection.
- Developed project action plans and recommended courses of action to support Human Resource Management and USDA FS objectives.
- Participated in USDA team to evaluate legislation for impact on FS program; translated legislation into program goals and objectives.
- Led and participated in teams to develop requirements for and perform test & evaluation of in-house and vendor software to achieve automated process improvement and tracking program milestones.
- Developed budget projections for additional resources and manpower to support new taskings for Personnel Security program.
- Authored comprehensive Standard Operating Procedures/Desktop Guide for program; condensed Career Education and Training Plan (CETP) to better meet department training objectives.
- Developed training materials and provided training for team members on a weekly basis.
- Worked closely with local and federal labor unions to create a safe and effective workplace environment.

AIR FORCE RESEARCH LABORATORY, KIRTLAND AFB, NM

MAY 2004 – MAY 2008

- Program manager for classified laser detection system requiring TS/SAP/SCI access.
- Security Manager responsible for the physical security of a \$14M state of the art Laser Communications research program accountable for 500+ classified documents, two SCIF facilities, SIPRNet computing, and secure communications; administered \$700K, 200 line item inventory of essential laboratory test equipment.
- Responsible for the construction, completion, and certification of a Sensitive Compartmented Information Facility in accordance with NISPOM and Air Force Directives.
- Evaluated contractor facilities during scheduled and spontaneous inspections to identify security vulnerabilities; recommended appropriate corrective actions in accordance with terms and conditions set forth in contracting plans and subcontract participation, up to and including discontinuance of work by contractor.
- Planned, organized and managed critical aspects of two R&D contracts to include budget, schedule, Scope of Work reviews, and contractor performance.
- Created contractor security status briefings for senior program managers.
- Applied knowledge of contracting principles, policies and procedures acquired in *Acquisition 101* and *Acquisition 201A* courses to program and contract management.
- Prepared technical reports for senior program leaders compiled from test scenario data collected, recorded and analyzed.
- Applied theories, principles, and practices of electronics to assist lab engineers and scientists in design, fabrication and testing of electronic components and systems.

UNITED STATES AIR FORCE, ACTIVE DUTY, VARIOUS LOCATIONS

DEC 1977 – JAN 2004

EDUCATION, CERTIFICATION & LICENSE

Masters of Business Administration/Human Resource Management

Bachelor of Business Administration/Management

REFERENCES

Professional

Bill Harvey
Albuquerque, NM
505-401-0622

Ron Allen
Albuquerque, NM
505-507-5039

David Lavato
Albuquerque, NM
505-553-2367

Personal

Phil Scott
Albuquerque, NM
505-265-93

Ms. Kathy Sheehan
Kansas City, KS
719-432-6549



Director of Golf

Summary (1)

Responsible for the overall operation of the Ladera Golf Course, including the Food & Beverage Operation

- Full Time/Exempt

Essential Functions (1)

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Provides direct supervision of all personnel within the Pro Shop and Food & Beverage Department of the Ladera Golf Course

Supervisory Responsibilities

- Responsibilities include interviewing/hiring, planning, assigning/directing work, appraising performance, rewarding/disciplining, addressing complaints/resolving problems, providing feedback to management as to operating policies and procedures
- Provides prompt, courteous and competent service to the customers at the facility
- Create team members' schedules to meet the demand and budget requirements
- Assist in training team members in product work knowledge and sales techniques
- Work with the Golf Course Superintendent and his/her team members to coordinate maintenance schedules with the daily play requirements and all special events
- Establish a "Calendar of Events" for the golf facility that would include coordination with maintenance schedules
- Assists in the inspection of the grounds on a regular basis to ensure in the best possible playing conditions
- Represent Ladera Golf Course in local, sectional and regional Pro-Ams and other P.G.A. recognized golf tournaments. (1)

Qualification Requirements

- Must have a valid New Mexico driver's license
- Must maintain an active classification in the PGA of America

Education and Experience

- Must be a Class A Member of the PGA of America
- College degree required
- 5 years' experience as a Director of Golf/Head Golf Pro

Knowledge, Skills and Abilities

- Computer knowledge
 - Have a thorough understanding of the entire golf operation

Physical Requirements

- Must be able to lift, move, and place 25 lbs.
- Must be able to sit, stand, and walk for extended periods of time

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events



Chief Financial Officer

Summary (1)

Responsible for the overall financial operations of Ladera Golf Course in the following sections:

- Full Time/Exempt
- Reports to Director of Golf

Essential Duties and Responsibilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Prepares monthly operating budget versus actual financial report
- Responsible for reconciling all bank accounts monthly and cash management
- Reconcile daily report with incoming funds, make deposits at appropriate banks
- Prepare monthly Gross Receipts Tax report and file online
- Prepare monthly packet of receipts, reports etc., that gets submitted to the COA
- Prepare monthly budget- projection and update with actual figures after reconciliations are complete
- Prepare monthly Profit and Loss Statement to be reviewed with Owner/Director of Golf
- Prepare and post adjusting journal entries to QuickBooks in preparation for annual tax return
- Print daily report from COA Report Manager System and calculate the amount of ACH for credit cards due from city or cash amount due to city
- Issue purchase orders and maintain purchase order log
- Receive vendor statements and invoices, produce checks, and mail bills
- Review food and alcohol invoices for proper prices and work closely with Food and Beverage manager to verify food is being purchased at the best prices
- Obtain proper documentation for new employees, W-4, indicating SS#, address, contact information, copies of driver's licenses, social security cards and servers license if applicable
- Responsible for submitting payroll hours bi-weekly to Paychex and review payroll taxes and W-2's prepared by Paychex
- Receive and process all banquet deposits and payments
- Assist with banquets when necessary
- Meet with potential banquet clients when Banquet manager is unavailable
- Other duties as assigned

Supervisory Responsibilities

- Responsibilities include interviewing and hiring; planning, assigning and directing work; appraising performance; rewarding and disciplining; addressing complaints and resolving prob-

lems; providing feedback to management as to operating policies and procedures, and suggestions on how to make the overall golf course operations run more efficiently and cost-effectively.

- Provide direct supervision of Banquet Manager and indirect supervision of Food and Beverage Manager/Chef

Qualification Requirements

- Must have a valid New Mexico driver's license

Education and Experience

- Minimum of 5 years accounting experience and training in all aspects of small business accounting.

Knowledge, Skills and Abilities

- The ability to use a personal computer to accurately enter financial data into QuickBooks, Excel and MS Word programs.
- Ability to comprehend, create, and carry out instructions furnished in written/oral form
- Ability to problem solve
- Ability to prepare reports
- Ability to relocate from one physical space to another throughout the course of the day as well as attend off site meetings
- Ability to read, analyze, develop and interpret documents
- Ability to effectively communicate with vendors
- Ability to engage in team work and work cooperatively with others

Physical Requirements

- Must be able to lift, move, and place 25 lbs.
- Must be able to sit, stand, and walk for extended periods of time

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events



Head Golf Professional

Summary

Responsible to assist the Director Golf with all phases of golf operations, including Food & Beverage operations and works under the immediate supervision of the Director of Golf.

- Full Time/Exempt
- Reports to Director of Golf

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Assist Director of Golf in the general operation of the facility
- Assist Director of Golf with an annual buying plan
- Assist Director of Golf with recruitment of team members
- Train team members in daily procedures
- Greet players and guests with open hospitality on a daily basis
- Play with the customers and work on his/her game
- Conduct facility tournaments and assist with tournament contracts and pricing
- Teach the players and guests the game of Golf
- Organize team member meetings
- Create daily team members schedules
- Oversee the team members to assure proper performance
- Assist Director of Golf with inventory procedures, ordering, receiving and pricing of merchandise
- Open and sort daily mail
- Oversee all league activities
- May be assigned to drive company vehicle on public roads, to and from City of Albuquerque golf properties, and/or other destinations, during shift
- Follow all established daily procedures
- Other duties as assigned

Supervisory Responsibilities

- Responsibilities include interviewing and hiring; planning, assigning and directing work; appraising performance, rewarding and disciplining; addressing complaints and resolving problems; providing feedback/suggestions to management as to operating policies and procedures and how to make operations run more efficiently and cost-effectively.
- Provide direct supervision of Assistant Golf Professionals and Food and Beverage Manager/Chef and indirect supervision of Banquet Manager

Qualification Requirements

- Must have a valid New Mexico driver's license
- Must maintain active classification within the PGA during the time employed by BH Golf

Education and Experience

- College graduate required
- PGA Class A Member
- At least 5 years' experience working as a Head Golf Professional

Knowledge, Skills and Abilities

- Computer knowledge
- Have a thorough understanding of the entire golf operation

Physical Requirements

- Must be able to lift, move, and place 25 lbs.
- Must be able to sit, stand, and walk for extended periods of time

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events



Assistant Golf Professional

Summary

Performs duties of daily sales, accounting, customer relations and training of assigned team members.

- Full Time/Non-Exempt
- Reports to Head Golf Professional

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Daily sales and accounting
- Merchandising
- Training of assigned team members
- Responsible for helping with tournament operations
- Clinics and seminars
- Assist Pro Shop Clerks in daily activities
- Other duties as assigned

Supervisory Responsibilities

- Responsibilities include interviewing and hiring; planning, assigning and directing work; appraising performance; rewarding and disciplining; addressing complaints and resolving problems; providing feedback to management as to operating policies and procedures, and suggestions on how to make the Golf operations run more efficiently and cost-effectively.
- Provides direct supervision over the Shop Clerks, Outside Service, Marshals and Starters

Qualification Requirements

- Must have a valid New Mexico driver's license
- Two-year experience at a PGA recognized facility in an Assistant Golf Professional Position
- Class A-8 Registered Apprentice or Pre-Enrolled PGA PGM
- Must maintain active classification within the P.G.A during the time employed with the Bill Harvey Golf.
- Must have completely passed the Playing Ability Test (P.A.T.)

Education and Experience

- Two-year college degree preferred

Knowledge, Skills and Abilities

- Computer knowledge

Physical Requirements

- Must be able to lift, move and place 25 lbs.
- Must be able to sit, stand and walk for extended periods of time

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events



Shop Clerk

Summary

Assist in daily shop operations to include merchandising, phones, reservations and counter.

- Part Time/Non-Exempt
- Reports to Assistant Golf Professional

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Responsible for good working knowledge of the shop's merchandise
- Responsible for good working knowledge of the shop's cash register operation
- Follow all established accounting procedures
- Assist customers with any purchases and/or questions they may have concerning the merchandise
- Assist with all sale events at the Pro Shop
- Change displays on a regular basis
- Assist shop team members with receiving, pricing and displaying of all merchandising
- Keep shop in a neat and professional looking manner at all times
- Keep "Special Events Calendar" boards up to date, and the team members informed about special events coming up
- Answer phones and makes reservations
- Assist with counter work
- May be assigned to drive company vehicles
- Other duties as assigned

Supervisory Responsibilities

- None

Qualification Requirements

- Must have a valid New Mexico driver's license

Education and Experience

- One-year customer service experience
- One-year experience working in a golf course, preferred
- Sales experience helpful

Knowledge, Skills and Abilities

- Customer service and customer service satisfaction
- Must have a pleasant and courteous demeanor
- Must be able to interact easily with guests

Physical Requirements

- Must be able to stand for extended periods of time
- Must be able to lift, move and place 25 pounds

Working Conditions

- May be a seasonal position
- Possible flexible schedule, working weekends, holidays and special events



Outside Service

Summary

Responsible for loading and cleaning golf bags, golf carts: staging/cleaning range; picking/ball washing/dispenser filling; (All positions will be required to rotate).

- Part Time/Non-Exempt
- Reports to Assistant Golf Professional

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Keep Pro Shop apprised of all conditions and potential situations involving safety and customer/co-worker satisfaction.
- Other duties as assigned
- Golf Car Attendants: All essential functions, and appearance of golf cars, staging, player service
- Range Attendants: All essential functions, and clearing driving range free of balls, washing balls and filling ball dispensers
- Starters: All essential functions, and direct golfers to first tee at assigned starting time
- Marshals: Applicable essential functions, and evaluate if golfers are following course rules and regulations and maintaining proper speed of play

Supervisory Responsibilities

- None

Qualification Requirements

- Must have a valid New Mexico driver's license

Education and Experience

- None

Knowledge, Skills and Abilities

- Must possess good communication skills
- Must possess customer service skills
- Knowledge of golf helpful

Physical Requirements

- Must be able lift, move, and place 50 pounds
- Must be able to perform physically strenuous activities
- Must be able to lift awkward and heavy golf bags and range baskets (filled with balls)

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events
- May be required to work in inclement weather conditions common to the region
- May be a seasonal position



Banquet Manager

Summary

Responsible for the Banquet operation of the Ladera Golf Course, including booking and executing all banquets and events.

- Full Time/Exempt
- Reports to Chief Financial Officer and/or Head Golf Professional

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Focus on increasing catering and golf tournament revenue
- Scheduled appointment and meet with perspective clients
- Return phone calls within 24 hours
- Emails prices and menus to prospective clients
- Prepare banquet event order and review food with chef and set up with banquet team members
- Prepare invoice
- Collect deposit and payments; submit to CFO with copy of invoice to be submitted to the COA
- Attend and supervise all catered events
- Responsible for the weekly ordering of all linen
- Scheduling, management, and training of Banquet team members
- Working knowledge of alcoholic and non-alcoholic beverages
- Other duties as assigned

Supervisory Responsibilities

- Responsibilities include assisting in interviewing and hiring; and planning, assigning and directing work; evaluating performance; addressing complaints and resolving problems; providing feedback to management as to operating policies and procedures, and suggestions on how to make the Banquet operation run more efficiently and cost-effectively.
- Provides direct supervision of Banquet team members

Qualification Requirements

- Must have a valid New Mexico driver's license
- Must possess a New Mexico Alcohol Servers Permit

Education and Experience

- Must have a High School Diploma or G.E.D. equivalent
- At least 5 years' experience working as a Banquet Manager

Knowledge, Skills and Abilities

- Must possess good communication skills
- Must possess customer service skills
- Knowledge of golf helpful
- Ability to use a personal computer, including MS Excel and Word programs
- Ability to comprehend, create, and carry out instructions furnished in written/oral form
- Ability to problem solve
- Ability to execute banquets
- Ability to relocate from one physical space to another throughout the course of the day as well as attend off site meetings
- Ability to read, analyze, develop and interpret documents; multilingual helpful
- Ability to effectively communicate with vendors
- Ability to engage in team work and work cooperatively with others

Physical Requirements

- Must be able to perform physically strenuous activities
- Must be able to lift awkward and heavy items

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events



Food & Beverage Manager/Prep Cook

Summary

Responsible for the Food and Beverage operation of the Ladera Golf Course, including preparing food for customers and guests.

- Full Time/Exempt
- Reports to Head Golf Professional and/or Chief Financial Officer

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Assist with the recruitment of team members
- Follow all established daily procedures
- Organize team members meetings
- Create monthly team members schedules
- Training of Food and Beverage team members in daily procedures
- Knowledge of local and state regulations related to alcohol service, food safety and health code compliance
- Oversee the Food & Beverage Coordinator and team members for proper performance
- Working knowledge of alcoholic and non-alcoholic beverages
- Competency with inventory procedures, ordering, receiving and pricing of merchandise
- Develop an annual buying plan for Food and Beverage operation
- Oversee the preparation of beverages and ensure quality of product served
- Measure and assemble ingredients for menu items
- Maintain accurate food inventories
- Properly prepare food accordingly to menu specifications
- Properly store food items at appropriate temperatures
- Restock kitchen for subsequent shifts
- Verify that food prep area and kitchen are cleaned and sanitized at the end of shift
- Follow all established daily procedures
- Other duties as assigned

Supervisory Responsibilities

- Responsibilities include assisting in interviewing and hiring; and planning, assigning and directing work; evaluating performance; addressing complaints and resolving problems; providing feedback/suggestions to management as to operating policies and procedures how to make the Food and Beverage operation run more efficiently and cost-effectively.
- Provides direct supervision of Food and Beverage Coordinator and team members

Qualification Requirements

- Must have a valid New Mexico driver's license
- Must possess a New Mexico Alcohol Servers Permit
- Must possess a New Mexico Food Handlers Permit

Education and Experience

- Must have a High School Diploma or G.E.D. equivalent
- At least 5 years' experience working as a Food and Beverage Manager

Knowledge, Skills and Abilities

- Must possess good communication skills
- Must possess customer service skills

Physical Requirements

- Must be able to perform physically strenuous activities
- Must be able to lift awkward and heavy items

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events

Food and Beverage Coordinator and Team Members and Banquet Team Members



Summary

Responsible for serving food and beverages including alcohol to customers/guests of the Ladera Golf Course in the Food and Beverage and Banquet Operations.

- Part Time/Non-Exempt
- Reports to Food & Beverage Manager and/or Banquet Manager

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Greet members and guests warmly
- Take food and beverage order and enter them into the POS system in a timely manner
- Memorize food and beverage menus
- Provide attentive service to customers and guests by taking food order to their tables in a timely fashion
- Promptly address guest service issues and refer guest to management and/or supervisor when necessary
- Follow all established daily procedures
- Maintain an accurate cash drawer throughout your shift and be able to account for any and all discrepancies in the final drawer tally
- Restock food and beverage items as needed
- Clean and sanitize counter and tables during your shift
- Other duties as assigned
- Café team members: All essential functions
- Bartender: Applicable essential functions, including mix drinks based on the appropriate serving sizes as to keep drink costs at a minimum
- Banquet team members: Applicable essential functions, including set up banquet room, serve banquet guests, and clean banquet room
- Beverage car team members: Applicable essential functions, including driving the beverage car

Supervisory Responsibilities

- None

Qualification Requirements

- Must have a valid New Mexico driver's license
- Must possess a New Mexico Alcohol Servers Permit
- Must possess a New Mexico Food Handlers Permit

Education and Experience

- High School Diploma or G.E.D. equivalent preferred
- At least 2 years' experience working as a Server or Bartender in a food and beverage operation

Knowledge, Skills and Abilities

- Must possess good communication skills
- Must possess customer service skills

Physical Requirements

- Must be able to perform physically strenuous activities
- Must be able to lift awkward and heavy items

Working Conditions

- Possible flexible schedule, working weekends, holidays and special events



SENATOR
ANTONIO "MOE" MAESTAS
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 Albuquerque, NM 87120

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New Mexico State Senate
State Capitol
Santa Fe

STANDING COMMITTEES

VICE CHAIR:

- Judiciary

MEMBER:

- Indian, Rural & Cultural Affairs

INTERIM COMMITTEES

VICE CHAIR:

- Transportation Infrastructure & Revenue

MEMBER:

- Courts, Corrections & Justice
 - Land Grant
- Economic & Rural Development & Policy

ADVISORY:

- Water & Natural Resources

DESIGNEE:

- Revenue Stabilization & Tax Policy

March 2, 2026

Dear City of Albuquerque:

I write in strong support of Mr. Bill Harvey as he reapplies through the RFP process to continue operating Ladera Golf Course. As a member of the Legislature and west side golfer, I have seen firsthand the positive impact this strong public-private partnership has had on our community. Mr. Harvey has proven to be a great partner to the CABQ and a great asset to the west side with his exceptional management of Ladera.

Under Mr. Harvey's leadership, Ladera Golf Course has experienced remarkable growth and transformation. Rounds played annually have increased from approximately 34,000 in 2016 to 90,000 in 2025. This is indicative of sound management and a commitment to improving the golfer experience.

Mr. Harvey has built a strong relationship with lawmakers in acquiring capital outlay as well a clear commitment to invest in the facility himself. Improvements such as patio awnings, the bar area, and nighttime driving range have been tremendous. These, along with strong management, have led to growth across all Ladera operations and increased city revenues. Notably, Ladera has matched Arroyo del Oso as the city's top course, which was unheard of 10 years ago. The course has regained its energy and reputation, attracting both longtime and new golfers.

Looking ahead, Mr. Harvey remains committed to Ladera's growth, including future course improvements and potential new amenities that would benefit the community. His vision aligns with community development, fiscal responsibility, and expanded recreation. We should not lose the momentum gained at Ladera through a change in management. Continuity matters when backed by results, fiscal responsibility, and a clear vision for Ladera's future.

For these reasons and more, I strongly encourage the City of Albuquerque to give Mr. Harvey RFP full and fair consideration and recognize the tremendous progress made under his stewardship.

Sincerely,

Antonio "Moe" Maestas
 New Mexico State Senator, District 26



Letter of endorsement for Bill Harvey

From Brad Lardon <blardon@clublc.com>

Date Fri 2/13/2026 10:29 AM

To Lafataja@hotmail.com <Lafataja@hotmail.com>

Cc ellencdunn@aol.com <ellencdunn@aol.com>

 1 attachment (4 KB)

Outlook-uuabzhgb;

Letter of Recommendation for Bill Harvey

To Whom It May Concern,

It is my distinct pleasure to recommend Bill Harvey for continued advancement within the golf industry. I have known Bill for the past ten years as both a professional colleague and a close friend, and during that time I have witnessed firsthand the meaningful impact he has had on his facility, his staff, and the broader golf community.

Over the course of our friendship, I have seen Bill significantly elevate operations at Ladera Golf Course. His leadership has strengthened the overall golf experience through improved operational structure, elevated service standards, and a clear commitment to player engagement. Bill approaches facility management with both strategic perspective and practical execution. He understands that sustained success requires disciplined systems, accountability, and consistent member interaction — and he delivers on all three.

Bill is highly respected among his peers throughout New Mexico and across the United States. As a long-standing member of the Professional Golfers' Association of America with more than 30 years of service to the profession, he has earned a reputation for professionalism, integrity, and competence. His longevity in the industry is a direct reflection of his adaptability, work ethic, and commitment to excellence.

He represents the complete PGA professional. Bill is an accomplished instructor who communicates complex swing concepts in a clear, structured, and results-oriented manner. He works effectively with players of all skill levels, building both technical skill and confidence. As a player himself, he maintains strong competitive credibility, which further enhances his effectiveness as a teacher and leader.

Equally important is his strength as a business operator. Bill possesses a firm grasp of golf shop management, merchandising strategy, tournament programming, and fiscal responsibility. He understands the balance between instruction, operations, and customer experience — a balance that defines high-performing golf facilities. His ability to lead staff, manage expectations, and maintain professionalism under pressure distinguishes him in today's competitive industry landscape.

Beyond credentials and performance metrics, Bill is a person of character. He leads with consistency, accountability, and genuine care for the people he serves. His influence extends beyond day-to-day operations; he builds culture, mentors others, and represents the profession in a manner that reflects positively on any organization he is part of.

I recommend Bill without reservation. Any club or facility that engages him in a leadership role will gain not only an experienced and capable PGA professional, but a steady and principled leader committed to long-term success.

Sincerely,
Brad Lardon



Brad Lardon, PGA

Director of Golf
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www.theclubatlascampanas.com www.theclubatlascampanas.com



**GOLF
MANAGEMENT**



College of Business

Department of Marketing, PGA Golf Management Program
MSC PGM, New Mexico State University
P.O. Box 30001, Las Cruces, NM 88003-8001
575-646-2814

February 24, 2026

To Whom It May Concern:

It is my distinct pleasure to recommend Bill Harvey as a candidate for the Ladera Golf Course contract. I have known Bill for more than ten years through our shared involvement as PGA Members in the Sun Country Section. Throughout that time, he has consistently demonstrated a competitive spirit and a genuine passion for growing the game of golf within the Albuquerque community.

From the beginning of our association, it was clear that Bill possesses not only a deep love for the game, but also a sincere commitment to helping others improve and engage with golf. We quickly found common ground in both playing and promoting the game, and over the years I have watched him invest significant time and energy into strengthening golf across New Mexico. Under Bill's leadership, Ladera Golf Course has flourished. The facility has become one of the busiest municipal courses in Albuquerque, a testament to his vision and operational expertise. The revitalization of Ladera speaks for itself. He has created an environment that is welcoming, well-managed, and positioned for continued success.

Bill combines his love for the game with meaningful community relationships, respected playing ability, and a clear desire to make a lasting impact through the game of golf. He understands both the operational demands of running a successful facility and the broader responsibility of serving the golfing public.

I am confident that Bill Harvey will continue to elevate Ladera Golf Course and positively serve the Albuquerque golf community. Thank you for your time and thoughtful consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josh Salmon".

Josh Salmon, PGA
Director, PGA Golf Management Program
New Mexico State University
President, Sun Country Section

February 1, 2026



Ladies and Gentlemen,

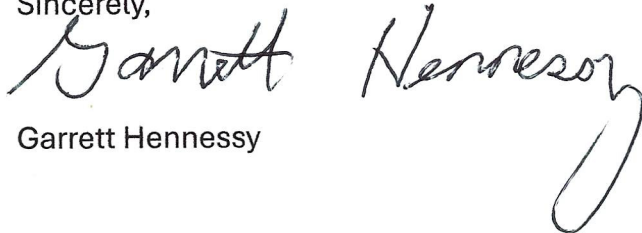
Bill Harvey and Ellen Dunn have done a remarkable job managing Ladera Golf Course these past ten years. I took up golf later in life and am a veteran of Albuquerque's municipal courses – Ladera is by far the most welcoming and accomodating of the city's four courses. Ladera's staff doesn't assume you've been golfing forty years; they answer your questions, explain the course layout and don't rush you out of the pro shop to the practice area and first tee.

Bill and Ellen manage from the top down; the staff keeps the course maintained, the restrooms and common areas clean and the grill and banquet room well managed. I was impressed in past years with how staff handled trying Covid operating conditions and the disruption of the Water Authority having to make construction staging areas on the course.

Bill and Ellen have trained the Ladera staff to handle situations diplomatically – I have witnessed marshals having to explain kindly that patrons can't take multiple shots when groups are waiting behind – the marshals don't come to those tough conversations easily – it is part of the training Bill and David Lovato give daily to all staff in all areas of the operation.

I had just started golfing when the former concessionaires ran Ladera – Bill and Ellen have raised the energy considerably. Ladera is affordable, accessible and fun. Bill and Ellen must continue running Ladera.

Sincerely,


Garrett Hennessy

**City of Albuquerque
Golf Management Division**



Re: Ladera Golf Course Concession Operations – Community Impact

To Whom It May Concern,

My name is James La Fata, and I am writing to share my family's experience with the current Concessionaire at Ladera Golf Course, Bill Harvey. My son, Max La Fata, began taking golf lessons at Ladera in October of 2024 when he was twelve years old. Since that time, his growth as a young golfer—and more importantly as a young person—has been remarkable.

While Max began with a few formal lessons, what has truly made the difference has been the environment Mr. Harvey has created at Ladera. Rather than limiting instruction to occasional lessons on the practice range, Mr. Harvey consistently welcomed Max into the broader golf community at the course. He introduced Max to regular players, invited him to join groups on the course, and encouraged him to spend time practicing and learning the game in a setting where people genuinely enjoy helping others improve.

Over time, Max has become part of that community. Wherever he goes at Ladera—the practice range, the putting green, the clubhouse, or the first tee—he is greeted with a warm hello and a conversation by staff members and regular patrons alike. It is clear that people take pride in the welcoming culture that exists at the course.

Equally important is the example set by the staff. On several occasions I have personally witnessed outside service personnel working at the driving range pause their normal duties to offer basic guidance to new golfers who were practicing but clearly had little experience with the game. Those interactions were not scheduled lessons or paid instruction; they were simply employees taking a moment to help someone enjoy golf a little more. From what I have seen, that type of generosity is not unusual at Ladera. It reflects a culture of service that the Mr. Harvey has created and that the staff have embraced.

By the summer of 2025, I felt completely comfortable dropping Max off at the course in the morning and picking him up in the evening after work. I knew he would be spending the day in a safe and supportive environment surrounded by people who genuinely cared about the game and about the young players learning it. In many ways, it felt as though the community at Ladera collectively looked out for him throughout the day.

The experience has been extraordinary for our family. Ladera has become a place where Max has grown not only as a golfer, but also in confidence and maturity through the encouragement and mentorship of the people around him.

What is particularly meaningful is that this experience is not unique to Max. It is clear that Mr. Harvey has spent years building a culture at Ladera where young players are welcomed, encouraged, and mentored by both staff and the broader golfing community. That culture makes the course more than simply a place to play golf—it makes it a place where people connect, learn, and feel welcome regardless of their age or experience.

For our family, the environment that has been cultivated at Ladera Golf Course represents something truly special. It reflects a spirit of mentorship, inclusion, and community that benefits young golfers and families throughout Albuquerque and that reflects positively on the City's municipal golf program.

Thank you for taking the time to consider our family's experience.

Sincerely,



James La Fata



Count on more.®

February 25, 2026

Bill Harvey Golf LLC

To Whom it may concern;

This letter will introduce Mr. Bill Harvey and his company Bill Harvey Golf LLC. They have been customers of our Bank (formerly New Mexico Bank & Trust) for over 10 years and have handled all accounts and loans as agreed.

We consider him an outstanding Customer. Should you have any questions, please feel free to contact me.

Sincerely,

Chris Gibbon

Chris Gibbon

Senior Vice President
Commercial Loans

UMB Bank

320 Gold Ave SW
Albuquerque, NM 87102
505-830-8127

Christopher.Gibbon@umb.com



Jones, Little & Co.
CERTIFIED PUBLIC ACCOUNTANTS, LLP

Thomas Jones, CPA
Roy Little, CPA
Kathleen Galway, CPA
Leanne Poe, CPA
www.jonesandlittle.com

MEMORANDUM

TO: Whom it may concern
FR: Roy Little, CPA – NY – License #056901
DA: February 26, 2026
RE: Financial Familiarity and Going-Concern Statement – Bill Harvey Golf LLC

We are the independent certified public accountants for Bill Harvey Golf LLC (the "Company"). We have provided professional accounting and tax services to the Company since approximately 2022. In the course of providing these services, we have become familiar with the Company's financial affairs, including its historical financial statements, operating results, and general financial condition, based on information prepared by management and provided to us in connection with our services. Based on our professional relationship with the Company and the information made available to us, we are not aware of any matters that would raise substantial doubt about the Company's ability to continue as a going concern, nor are we aware of any matters indicating that the Company is unable to meet its ordinary operating obligations as they come due in the normal course of business. This letter is provided at the request of our client for general informational purposes only. It does not constitute an audit, review, compilation, examination, or other attestation engagement, and we do not express an opinion, conclusion, assurance, or guarantee regarding the Company's financial position, creditworthiness, or future performance.

This letter should not be relied upon by any third party as a substitute for independently reviewed or audited financial statements, nor does it create any obligation or liability on the part of this firm.

A handwritten signature in black ink, appearing to read 'Roy Little CPA'.

86 West Main Street, Suite 2
East Islip, NY 11730-2323
(631) 277-8500 • Fax (631) 277-8502

5225 Nesconset Highway, Suite 50
Port Jefferson Station, NY 11776-2060
(631) 473-9500 • Fax (631) 473-1259

186 W. Montauk Highway, Suite D3
Hampton Bays, NY 11946-2347
(631) 728-4020 • Fax (631) 728-4649

VENDOR PREFERENCE-AFFIDAVIT OF ELIGIBILITY

City of Albuquerque
Purchasing Division

One Civic Plaza – 10th Floor
P.O. Box 1293 Room 10010
Albuquerque, NM 87103
Phone: (505) 768-3320



Preference Type: (Check applicable preference/s)

☒ Local-City Business ☒ Small Business ☒ State Preference ☐ Pay Equity Preference

Legal Name of Firm: BILL HARVEY GOLF LLC

Contact Person: BILL HARVEY

Telephone: 505-401-0622

E-mail Address: bharvey@pga.com

Fax:

Mailing Address:

8119 CALLE ENSUENO NW
ALBUQUERQUE, NM 87120

Physical Address (if Different):

SAME

Number of full-time employees working in the City of Albuquerque:

Attach 941 Tax Form

Check all that apply:

- ☒ I certify my company meets the following qualifications to be eligible for Local Business Preference:
1. Is headquartered within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County). Attach 941 I.R.S. Tax Form.
 2. Such location is staffed with full-time employees.
 3. Such location is open to the public on a regular basis.
 4. The vendor is operating or performing its business from this location.
 5. Note: A post office box shall not be considered a physical business address.

- ☒ I certify my company meets the following qualifications to be eligible for Small Business Preference:
1. Meets the requirements for a Local Business Preference (see above).
 2. Employs fewer than fifty (50) full-time employees in a calendar year. Attach 941 I.R.S. Tax Form

- ☒ I certify that I am attaching the Pay Equity Business Certificate. A Pay Equity Business Certificate can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative>. Please visit the website or contact the gender pay equity task force with questions: OEI@CABQ.GOV

- ☒ I certify that I am attaching the New Mexico State Certification for the applicable State Preference.

- ☒ I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for a preference shall be prohibited from bidding on City goods and/or services for a period of up to three (3) years.

Authorized Signature: William M. Harvey Date: 3-9-26

Printed Name: William M HARVEY Title: OWNER

ACKNOWLEDGMENT

State of New Mexico

County of Bernalillo

Signed and sworn to before me on 03/09/2026 by William M. Harvey

Notary [Signature]

My Commission expires on July 5, 2027



EMILIA LOPEZ
Notary Public
State of New Mexico
Comm. # 1140638
My Comm. Exp. Jul 5, 2027

Pay Equity Reporting Form



City of Albuquerque
www.cabq.gov



Bernalillo County
www.berncogov



Water Authority
www.abcwua.org

Company Details

Company Name	Bill Harvey Golf LLC	Mailing Address	8119 Calle Ensueno NW
Phone	5165249402		
Email Address	ellencdunn@aol.com	NM Employees?	yes

Job Category	No. Females	No. Males	Gap (Abs. %)
1.1 Exec/Senior Level Officials/Mgrs	0	1	N/A
1.2 First/Mid Level Officials/Mgrs	0	2	N/A
2 Professionals	0	2	N/A
3 Technicians	0	0	N/A
4 Sales Workers	14	17	0.03%
5 Office and Admin. Support	2	0	N/A
6 Craft Workers (Skilled)	2	0	N/A
7 Operatives (Semi-Skilled)	0	9	N/A
8 Laborers (Unskilled)	2	12	0.37%
9 Service Workers	0	0	N/A
Overall Total	20	43	0.14%

Total # of Females (all categories)	20	Total # of Males (all categories)	43
Total # Female Only Job Categories	2	Total # Male Only Job Categories	4
Total # Part Time Females	18	Total # Part Time Males	40
Female % Workforce	31.75%	Male % of Workforce	68.25%
Total # Employees	63	Total # Non-Binary Employees	0

Must be signed by a representative of the company. Signature certifies that all employees working in New Mexico are included, the data is for one year ending when the form is signed, and any challenges to your information may require you to get third party verification at your own expense.

Ellen Dunn

Name and Title

Ellen Dunn

Signature

Mar 8, 2026

Date Submitted

Following your submission, the system will calculate and certify your Overall Total Pay Gap. A copy of the Pay Equity Reporting Form will be emailed to you for inclusion with your bid or proposal. If the Overall Total Pay Gap on your form is 0%, you are eligible for a 5% preference. Please keep in mind that a completed Pay Equity Reporting Form must be submitted with all bids and proposals, regardless of the Overall Total Pay Gap. Please contact the contact person identified in the applicable Agency's solicitation documents with any questions about the Pay Equity Reporting Form.

VENDOR PREFERENCE-AFFIDAVIT OF ELIGIBILITY

City of Albuquerque
Purchasing Division

One Civic Plaza – 10th Floor
P.O. Box 1293 Room 10010
Albuquerque, NM 87103
Phone: (505) 768-3320



Preference Type: (Check applicable preference/s)

☒ Local-City Business ☒ Small Business ☒ State Preference ☐ Pay Equity Preference

Legal Name of Firm: BILL HARVEY GOLF LLC

Contact Person: BILL HARVEY

Telephone: 505-401-0622

E-mail Address: bharvey@pga.com

Fax:

Mailing Address:

8119 CALLE ENSUENO NW
ALBUQUERQUE, NM 87120

Physical Address (if Different):

SAME

Number of full-time employees working in the City of Albuquerque:

Attach 941 Tax Form

Check all that apply:

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1. Is headquartered within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County).
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 3. Such location is open to the public on a regular basis.
 4. The vendor is operating or performing its business from this location.
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- ☒ I certify my company meets the following qualifications to be eligible for Small Business Preference:
1. Meets the requirements for a Local Business Preference (see above).
 2. Employs fewer than fifty (50) full-time employees in a calendar year. Attach 941 I.R.S. Tax Form

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- ☒ I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for a preference shall be prohibited from bidding on City goods and/or services for a period of up to three (3) years.

Authorized Signature: William M. Harvey

Date: 3-9-26

Printed Name: William M HARVEY

Title: OWNER

ACKNOWLEDGMENT

State of New Mexico

County of Bernalillo

Signed and sworn to before me on 03/09/2026 by William M. Harvey

Notary [Signature]

My Commission expires on July 5, 2027



EMILIA LOPEZ
Notary Public
State of New Mexico
Comm. # 1140638
My Comm. Exp. Jul 5, 2027

Form 941 for 2025: Employer's QUARTERLY Federal Tax Return

(Rev. March 2025) Department of the Treasury — Internal Revenue Service

950124
OMB No. 1545-0029

Employer identification number (EIN) **8 3 - 4 3 9 9 7 4 6**

Name (not your trade name) **Bill Harvey Golf LLC**

Trade name (if any)

Address **3401 Ladera Drive Northwest**
Number Street Suite or room number

Albuquerque **NM** **87120**
City State ZIP code

Foreign country name Foreign province/county Foreign postal code

Report for this Quarter of 2025 (Check one.)

- ☐ 1: January, February, March
- ☐ 2: April, May, June
- ☒ 3: July, August, September
- ☐ 4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter. Employers in American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, and Puerto Rico can skip lines 2 and 3, unless you have employees who are subject to U.S. income tax withholding.

1	Number of employees who received wages, tips, or other compensation for the pay period including: Mar. 12 (Quarter 1), June 12 (Quarter 2), Sept. 12 (Quarter 3), or Dec. 12 (Quarter 4)	1	47
2	Wages, tips, and other compensation	2	230348.21
3	Federal income tax withheld from wages, tips, and other compensation	3	18041.39
4	If no wages, tips, and other compensation are subject to social security or Medicare tax	☐ Check here and go to line 6.	

	Column 1		Column 2
5a	Taxable social security wages	202258.21 × 0.124 =	25080.02
5b	Taxable social security tips	28090.00 × 0.124 =	3483.16
5c	Taxable Medicare wages & tips	230348.21 × 0.029 =	6680.10
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	× 0.009 =	
5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	35243.28
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	53284.67
7	Current quarter's adjustment for fractions of cents	7	0.10
8	Current quarter's adjustment for sick pay	8	
9	Current quarter's adjustments for tips and group-term life insurance	9	
10	Total taxes after adjustments. Combine lines 6 through 9	10	53284.77
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	
12	Total taxes after adjustments and nonrefundable credits. Subtract line 11 from line 10	12	53284.77
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), or 944-X filed in the current quarter	13	53284.77
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	
15	Overpayment. If line 13 is more than line 12, enter the difference		Check one: ☐ Apply to next return, ☐ Send a refund.

You MUST complete both pages of Form 941 and SIGN it.

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 17001Z

Form 941 (Rev. 3-2025)

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

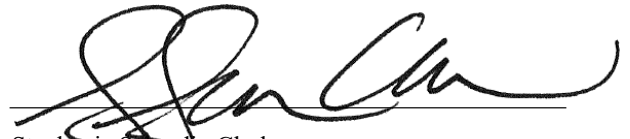
RESIDENT BUSINESS CERTIFICATE

Issued to: **BILL HARVEY GOLF LLC**
DBA: **LADERA GOLF COURSE**
3401 LADERA DR NW
ALBUQUERQUE, NM 87120-1440

Expires: **10-Mar-2029**

Certificate Number:

L2039116016



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



BILL HARVEY GOLF, LLC

LADERA GOLF COURSE – CONCESSIONAIRE OPERATIONS

BUSINESS PLAN

1. EXECUTIVE SUMMARY

Business: Bill Harvey Golf, LLC, Ladera Golf Course Concessions

Location: Albuquerque, New Mexico

Operating Structure: Municipal concession agreement with the City of Albuquerque

Bill Harvey Golf, LLC (“BH Golf”) operates Ladera Golf Course (“Ladera GC”) under a municipal concession agreement with the City of Albuquerque. This Business Plan presents a disciplined, experience-based strategy for sustaining and expanding the operational success, financial performance, and community value of Ladera Golf Course. It reflects nearly a decade of incumbent management experience and is grounded in proven operational results rather than speculative assumptions.

Since assuming responsibility for Ladera GC in 2016, the facility was emerging from a period of operational disruption and deferred maintenance. Through sustained reinvestment, hands-on leadership, and a customer-centric operating philosophy, the Concessionaire stabilized the operation, worked in collaboration with the City’s golf management and maintenance teams to improve course conditions and rehabilitate the driving range, expanded instructional and community programming, and meaningfully increased utilization and revenue across golf, food and beverage, and banquet operations.

As part of this collaborative effort, the initial identification of capital needs and the pursuit of external funding opportunities were driven by the Concessionaire, based on its on-the-ground operational experience and long-term vision for Ladera GC. Through sustained advocacy, persistence, and coordination with City leadership, BH Golf played a key role in advancing the case for investment, which ultimately resulted in the successful allocation of State of New Mexico capital outlay funding for course and facility improvements.

Those public investments were implemented under City oversight and prioritization, and BH Golf’s role has been to effectively integrate the resulting improvements into daily operations, ensuring that capital enhancements translated into tangible benefits for golfers, improved customer experience, increased participation, and stronger financial performance.



The progress achieved at Ladera GC thus reflects a team-based model: State investment secured through deliberate effort, City leadership and stewardship in approving and administering capital improvements, and the Concessionaire's operational execution, institutional knowledge, and commitment to maximizing the public return on those investments. This collaborative framework has allowed Ladera GC to emerge as one of the City's most active municipal courses while preserving its role as a responsibly managed public asset.

Within this context and with the benefit of almost a decade of experience managing Ladera GC, the Concessionaire's future value proposition to the City is defined by:

- proven incumbent performance and continuity;
- reduced operational risk through institutional knowledge;
- incremental revenue growth without public capital exposure;
- alignment with the City's recreational and community objectives; and
- responsible management of a public facility held in trust.

Projected growth for Fiscal Years 2026–2028 is intentionally conservative and driven by increased utilization of existing infrastructure, expansion of high-margin ancillary activities, and continuous operational refinement. Detailed financial projections are included in Section 9 and coordinated with the Cost Proposal.

The operational outcomes and performance described in this Business plan are supported by a documented Operations and Training Program included as Appendix 2, which formalizes procedures, staff training, supervisory oversight and coordination protocols with the City of Albuquerque. Together, these documents are intended to demonstrate not only strategic intent, but the systems and controls through which that intent is executed on a daily basis.

2. COMPANY DESCRIPTION

2.1. Mission. The mission of Concessionaire is to grow the game of golf while delivering exceptional customer service, providing high-quality instructional programs for players of all ages and skill levels, and fostering an inclusive and welcoming environment for the entire community that encourages both new and repeat participation. Through a consistent focus on professionalism, accessibility, and continuous improvement, Concessionaire is committed to creating positive, rewarding, and memorable golfing experiences for every guest. By combining outstanding service with responsible stewardship of public resources, the Concessionaire seeks to strengthen community engagement, maximize sustainable revenue for the City of Albuquerque, and ensure that Ladera GC remains a valued recreational asset for current and future generations. This mission is implemented through standardized operating procedures, ongoing employee training, and professional development practices that are documented in the Operations and Training Manual (Appendix 2), ensuring consistency, accountability, and continuity of service.



Equally as important, this mission is carried out with an emphasis on inclusivity with respect to staff and guests and the creation of opportunities for a diverse group of individuals to gain experience and exposure to the industry and the game of golf, supporting broader participation and engagement in the sport and the business of the sport.

2.2. Vision. To establish Ladera Golf Course as one of the most active, accessible, and financially stable municipal golf facilities in the region. This vision emphasizes long-term sustainability, community relevance and consistent service delivery rather than short-term revenue maximization.

2.3. History. The Concessionaire assumed management of Ladera GC in 2016 during a transitional period marked by operational challenges, deferred maintenance and declining customer confidence. Since that time, the Concessionaire has worked collaboratively with City golf management to stabilize and improve the facility through a series of deliberate, incremental actions. These efforts have included restoring course conditions and playability, rehabilitating the driving range, improving the visual presentation of the facility and the customer experience, expanding food, beverage, and banquet operations and introducing community-focused programming that broadened Ladera’s appeal beyond traditional daily golf. Equally important, BH Golf has built a stable, diverse and inclusive management and staff team with institutional knowledge of the facility, enabling consistent service delivery and reduced operational risk.

2.4. Objectives.

2.4.1. Short-Term (FY 2026–2028). BH Golf’s near-term objectives focus on disciplined growth and optimization:

- 2.4.1.1.** Sustaining growth in rounds played through repeat participation;
- 2.4.1.2.** Increasing instructional participation as a driver of long-term demand;
- 2.4.1.3.** Expanding utilization of the banquet and special event facility throughout non-peak golf periods; and
- 2.4.1.4.** Implementing City-approved ancillary revenue programs that enhance utilization without additional capital investment from the City or the State of New Mexico.

2.4.2. Long-Term. Long-term objections for the Concessionaire emphasize stewardship and system contribution:

- 2.4.2.1.** Preserving City-owned assets through preventative maintenance and care;
- 2.4.2.2.** Maintaining operational stability and continuity;
- 2.4.2.3.** Expanding year-round utilization where feasible; and
- 2.4.2.4.** Strengthening Ladera’s contribution to the broader municipal golf system.

3. PRODUCTS AND SERVICES

3.1. Core Offerings. Ladera GC’s core offerings include daily public golf, driving range and practice facilities, professional instruction, retail merchandise, golf cart rentals, food and beverage service, and banquet and event hosting. These offerings are managed as an integrated system rather than isolated departments.



3.2. Value Creation. The operation is designed to meet community demand for affordable public recreation, accessible instruction, and social gathering spaces. Ladera GC serves both traditional golfers and community members seeking informal social engagement, particularly through banquet and patio programming.

3.3. Differentiation. Ladera GC is differentiated by award-winning instructional leadership, integrated cross-department operations, and deep institutional knowledge of the facility. The Concessionaire has also demonstrated the ability to responsibly implement innovation – subject to City approval – without introducing undue operational or financial risk. Confidential proprietary revenue concepts are addressed separately in the Trade Secret submission.

4. MARKET ANALYSIS

4.1. Industry Overview. Public golf participation is increasingly driven by experience rather than exclusivity. Instructional accessibility, youth pipelines, social programming, and flexible participation options play a growing role in sustaining demand. Municipal facilities that adapt to these trends while maintaining affordability are best positioned for long-term viability.

4.2. Target Markets. Ladera GC serves a diverse mix of recreational golfers, seniors, beginners, juniors and families, organized leagues, tournament organizers, and banquet customers. BH Golf's strategy recognizes that different segments of the community utilize the facility for different reasons and at different times.

4.3. Barriers to Entry. Municipal concession structures, operational complexity, institutional knowledge requirements, and capital intensity create natural barriers to entry. Effective operation requires familiarity with City processes, public expectations, and the unique characteristics of a publicly owned facility. Just as crucial, BH Golf has a stable management and staff team already in place that has developed meaningful relationships with customers and accumulated extensive institutional knowledge of the course, the facility, and the Concessionaire's operations. This knowledge and continuity, which would be difficult and time-consuming to replicate, support consistent service delivery and materially reduce operational risk.

5. COMPETITIVE ANALYSIS

5.1. Competitive Landscape. Ladera Golf Course operates within a competitive environment that includes other City-owned municipal golf facilities, regional public courses, and, on a limited basis, private clubs. While the municipal facilities do not operate in formal collaboration with one another, BH Golf recognizes the interrelated nature of the City's golf system and that the collective strength of the system benefits from each course performing well, serving distinct segments of the golfing public, and maintaining positive public perception.

Accordingly, BH Golf approaches competition within the municipal system not as a zero-sum dynamic, but as an opportunity for complementary positioning, where each course emphasizes its unique characteristics, programs, and community role under a shared umbrella of public stewardship. From an operational and marketing standpoint, this perspective supports improved utilization across the system, reduces customer frustration during peak periods, and reinforces

the value proposition of public golf as a whole.



Within this landscape, Ladera GC is positioned as a high-value, community-oriented public course emphasizing playability, instruction, accessibility, and inclusive programming. BH Golf's focus is on delivering a consistently positive experience that encourages repeat play at Ladera while also contributing to the overall vitality of municipal golf in Albuquerque.

In addition, as previously mentioned, BH Golf will be introducing, in conjunction with its development partners, a confidential, City-compatible innovation (described in greater detail in the Trade Secret - Legally Confidential section) that is intended to enhance golfer experience and utilization in a manner that is additive rather than disruptive. While proprietary in nature, the concept is designed to align with the broader objectives of municipal golf by improving customer satisfaction, managing demand, and reinforcing public trust in City-owned recreational assets.

This balanced approach allows Ladera GC to remain competitive in the marketplace while supporting the long-term health and credibility of the City's municipal golf system.

5.2.Positioning. Ladera Golf Course is positioned as a high-value, community-oriented municipal golf facility that complements the City's broader golf ecosystem by emphasizing playability, instruction, accessibility, and inclusive programming. Rather than competing solely on price or exclusivity, Ladera GC focuses on delivering a consistently positive golfer experience that encourages repeat participation and strengthens public confidence in municipal golf as a whole.

BH Golf's position is further strengthened by the institutionalization of operational knowledge through written procedures, training protocols and quality control systems. As detailed in Appendix 2, these systems reduce reliance on individual personnel and ensure that service quality, compliance and operational discipline are repeatable and transferable over time.

Within the City's portfolio of courses, Ladera GC serves as a venue that is inclusive and approachable for beginners, welcoming to a broad and diverse group of families and seniors, supportive of leagues and instructional growth, and capable of hosting community-oriented programming that broadens the facility's reach. This positioning allows Ladera to attract and retain its natural user base while also helping to distribute demand across the municipal system during peak periods.

BH Golf's approach to positioning reflects an understanding that the long-term success of Ladera GC is tied to the overall health and reputation of the City's municipal golf offerings, and that complementary differentiation – rather than direct internal competition – best serves golfers and the public interest.

Consistent with its understanding that broader support of the municipal golf system furthers BH Golf's ultimate goal of a positive golfer experience, BH Golf believes that a broad and diverse community and an inclusive approach to both service delivery and workforce practices strengthens operations and enhances the customer experience. Accordingly, BH places special importance on employing team members who are representative of the local community and who reflect a range of backgrounds, perspectives and experiences. This diversity reinforces a welcoming environment, contributes to a workplace culture grounded in respect, professionalism



and opportunity, and promotes effective communication with guests. These principles are incorporated into training, supervision and daily operations as an extension of the Concessionaire's overall commitment to public service and stewardship.



5.3. Defensibility.

5.3.1. Incumbency. Ladera Golf Course's defensibility is grounded not in exclusivity, but in institutional continuity, operational credibility, and demonstrated ability to execute within a municipal framework. As the incumbent concessionaire, BH Golf brings nearly a decade of hands-on experience operating Ladera GC, with deep familiarity with its infrastructure, customer base, seasonal patterns, and operational constraints. Key elements of defensibility include:

- 5.3.1.1.** Proven incumbent performance, reflecting the ability to deliver consistent service and financial stability over time;
- 5.3.1.2.** Institutional knowledge of the facility and its integration within the City's broader golf system;
- 5.3.1.3.** Established customer relationships, including leagues, associations, instructional participants, and community partners;
- 5.3.1.4.** Operational flexibility, allowing the Concessionaire to adapt programming and staffing to demand patterns without disrupting service levels; and
- 5.3.1.5.** Responsible innovation, including the development of a confidential, City-compatible concept (described in the Trade Secret - Legally Confidential section) intended to enhance golfer experience and utilization in a manner that supports – not undermines – the municipal system.

Importantly, defensibility at Ladera GC is reinforced by the BH Golf's ability to work collaboratively with the City and to align operational decisions with public objectives. This cooperative posture reduces transition risk, preserves public trust, and ensures that innovations and operational refinements are introduced thoughtfully and with appropriate oversight.

5.3.2. Workforce Diversity and Inclusiveness. The Concessionaire's defensibility is further strengthened by the composition and stability of its workforce. By employing team members drawn from the local community who reflect a range of backgrounds, experiences, and perspectives, the Concessionaire benefits from stronger customer connections, improved communication, and a more resilient operating environment. Depending on the season, approximately 75-80% of the Concessionaire's employees identify as members of minority communities, reflecting both the diversity of the surrounding community and the Concessionaire's inclusive hiring practices. This diversity enhances problem-solving, supports a welcoming atmosphere for a broad public user base, and contributes to consistent service delivery across varying customer needs.

Importantly, inclusivity is not treated as an abstract objective, but as an operational asset that reinforces stability and continuity. Workforce practices that emphasize respect, equitable treatment, and opportunity have supported employee retention and institutional knowledge





accumulation, reducing turnover-related risk and the operational disruption associated with frequent retraining. As a result, diversity and inclusiveness function as practical components of the Concessionaire's defensibility, supporting reliability, adaptability, and long-term performance in a municipal setting.

Together, these factors create a defensible operating position rooted in experience, credibility, partnership, diversity and inclusivity, rather than reliance on short-term competitive tactics.

6. MARKETING AND SALES STRATEGY

6.1.Brand Positioning. Ladera Golf Course is marketed as a high-value, community-oriented municipal golf facility that compliments the City of Albuquerque's broader portfolio of public golf courses. BH Golf's marketing strategy is designed to highlight Ladera's distinct strengths—playability, instruction, accessibility, and community programming—while reinforcing public confidence in municipal golf as an affordable and welcoming recreational option.

Brand messaging emphasizes professionalism, inclusivity, and enjoyment rather than exclusivity or competitive displacement. This approach reflects BH Golf's understanding and belief that the long-term success of Ladera GC is closely tied to the overall perception and health of the City's municipal golf system.

6.2.Customer Acquisition Strategy. Customer acquisition at Ladera GC is driven primarily by experience-based and relationship-driven channels, rather than reliance on high-cost advertising. The Concessionaire's objective is to attract customers whose expectations align with Ladera's role as a public facility and who are likely to become repeat participants.

Primary acquisition channels will include:

- 6.2.1.** word-of-mouth referrals generated by positive golfer and community experiences;
- 6.2.2.** leagues, associations, and tournaments that introduce new participants to the facility;
- 6.2.3.** City website integration and approved communication channels;
- 6.2.4.** targeted digital and social media outreach highlighting programs and events; and
- 6.2.5.** email communications to existing customers and program participants.

These channels are selected for cost-effectiveness, relevance to municipal audiences, and consistency with the City's public-service mission.

6.3.Customer Retention and Relationship Development. Retention is the cornerstone of BH Golf's marketing and sales strategy. Experience has shown that repeat play and sustained participation are driven by trust, familiarity, and consistent service, rather than promotional incentives alone.

Retention strategies focus on:

- 6.3.1.** relationship-based customer service across all departments;

- 6.3.2. converting instructional participation into increased on-course play;
- 6.3.3. maintaining continuity in leagues, junior programs, and recurring events;
- 6.3.4. providing clear, reliable communication regarding schedules, programs, and conditions;
- and
- 6.3.5. offering community-oriented programming that encourages regular visitation.

By prioritizing retention, BH Golf seeks to stabilize utilization, reduce demand volatility, and support predictable revenue streams for both the City and the operation.

6.4. System-Aware Marketing Philosophy. Although City-owned golf courses do not operate in formal collaboration with one another, BH Golf approaches marketing with an understanding that the municipal golf system functions best when individual courses are positioned to complement—rather than cannibalize—each other. Marketing initiatives at Ladera GC are therefore designed to:

- 6.4.1. attract golfers who are well-matched to Ladera’s offerings;
- 6.4.2. reduce customer frustration during peak demand by setting clear expectations;
- 6.4.3. reinforce positive perceptions of public golf as a whole; and
- 6.4.4. support balanced utilization across the City’s portfolio of courses over time.

This system-aware philosophy aligns marketing objectives with public benefit and long-term sustainability.

6.5. Trade Secret Innovation. As part of its ongoing effort to enhance customer experience and utilization, BH Golf and its partners are developing a confidential, City-compatible innovation that will be introduced subject to City review and approval. While proprietary in nature, the concept is designed to be additive rather than disruptive, supporting improved demand management, customer satisfaction, and overall system performance.

Further detail regarding this innovation is provided exclusively in the “Trade Secret – Legally Confidential” section of the proposal.

7. OPERATIONS PLAN

7.1. Facilities and Asset Stewardship. BH Golf operates Ladera GC’s facilities – including the 18-hole championship course, the 9-hole executive course, the driving range, pro shop, café and bar, banquet facility, and golf cart fleet – with a focus on maximizing utilization while respecting the City’s maintenance standards and long-term asset preservation goals.

Likewise, to support year-round instructional programming, and player development, the Concessionaire and its team installed an indoor golf simulator training facility at Ladera Golf Course in December 2022. The simulator was funded entirely by the Concessionaire and its

team and represents a direct investment in programming that expands instructional opportunities and allows golfers to practice and train during periods when outdoor play is limited by weather or daylight conditions.



The installation included interior structural improvements, an impact screen and shadow box enclosure, a professional-grade hitting surface, and computer-based projection and launch-monitor technology used for swing analysis and instructional programming. Equipment includes FlightScope and Bushnell launch monitor systems integrated with projection and video analysis tools.

The Concessionaire and its team invested approximately \$12,600 in equipment and materials and approximately \$1,000 in installation labor, with periodic updates and technology improvements occurring annually since installation. The simulator supports lessons, junior training, winter practice programs, and technology-assisted instruction that enhances the overall instructional program at Ladera GC without requiring capital investment from the City.

Operational decisions are guided by:

- 7.1.1.** preventative care and cleanliness;
- 7.1.2.** efficient use of existing infrastructure;
- 7.1.3.** coordination with City maintenance and oversight staff; and
- 7.1.4.** avoidance of practices that would accelerate asset degradation.

7.2. Departmental Operating Model. Each operational department functions within an integrated framework that emphasizes accountability, coordination, and contribution to overall facility performance.

- 7.2.1.** Golf Operations focus on pace of play, tee-time management, and customer flow.
- 7.2.2.** Instruction serves as a high-margin demand generator and long-term participation driver.
- 7.2.3.** Range Operations emphasize extended utilization and accessibility.
- 7.2.4.** Retail prioritizes merchandising, margin optimization and appropriate inventory depth.
- 7.2.5.** Food & Beverage seeks to increase per-visit spend while supporting community use.
- 7.2.6.** Banquets & Events generate non-golf revenue during off-peak golf periods.
- 7.2.7.** Marketing supports acquisition and retention consistent with municipal values.
- 7.2.8.** Administration & Finance emphasize cost control, compliance, and reporting.

This integrated approach ensures that departmental objectives reinforce—rather than compete with—one another.

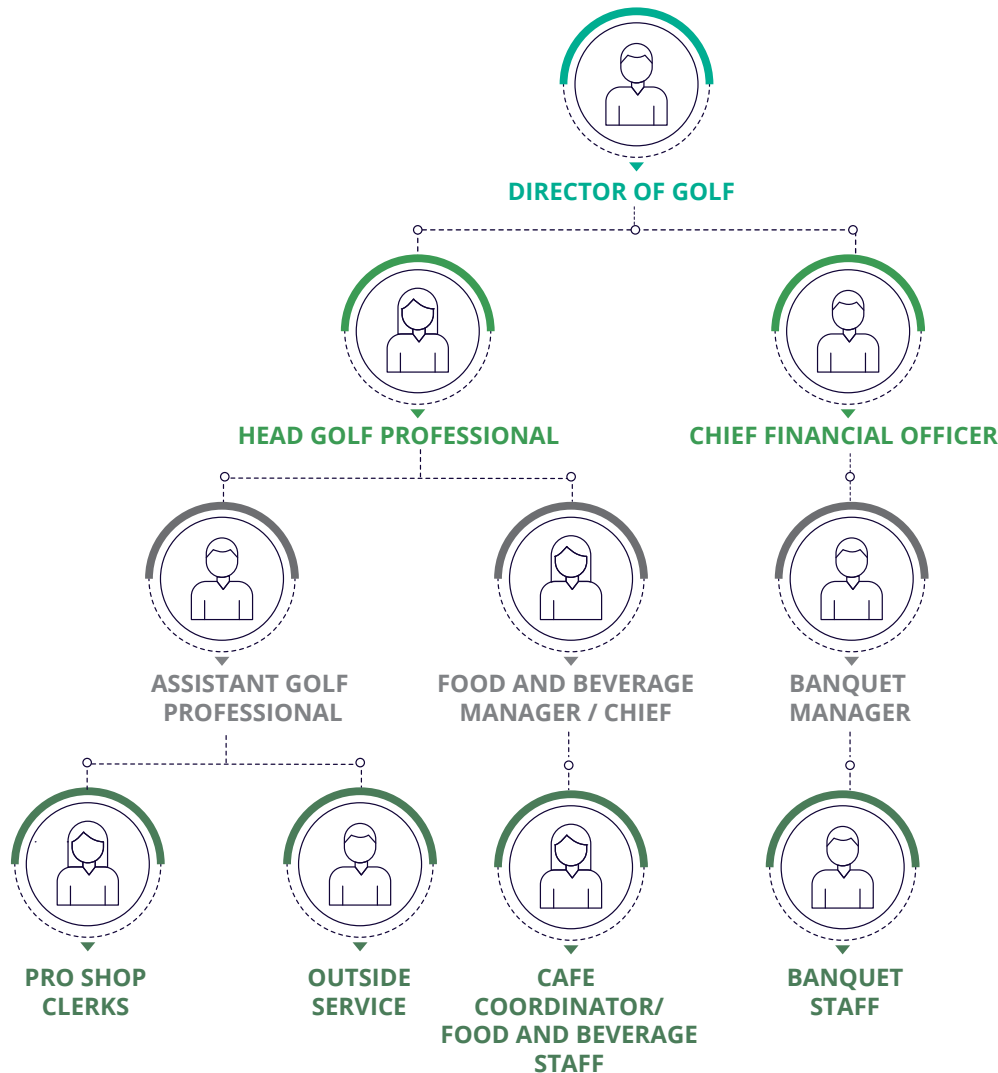
8. MANAGEMENT AND ORGANIZATION. BH Golf's management structure is designed to provide continuity, professionalism, and operational resilience. Leadership by a Class A PGA Professional is supported by additional PGA professionals, a food and beverage manager, a banquet facility manager, and trained operational staff. Recruitment and training emphasize:

- 8.1.** service orientation;
- 8.2.** professionalism and accountability;
- 8.3.** adaptability to municipal operating requirements; and

8.4. familiarity with City policies and public expectations.

This structure reduces operational risk and supports consistent service delivery.

9. ORGANIZATIONAL CHART



10. FINANCIAL PLAN. BH Golf's financial planning approach is grounded in continuity, risk management, and demonstrated operating performance rather than speculative growth assumptions. Projections for Fiscal Years 2026–2028 are intentionally conservative and calibrated to historical utilization trends, observed demand patterns across the City's municipal golf system, and the Concessionaire's direct operating experience at Ladera Golf Course.

10.1. Projections – Primary Areas of Focus. Financial projections for Fiscal Years 2026 – 2028 (inserted below in table format) prioritize:



- 10.1.1. reliability of City revenue streams;
- 10.1.2. coverage of all contractual payment obligations;
- 10.1.3. diversification of revenue sources to reduce volatility;
- 10.1.4. disciplined expense control aligned with municipal operating standards; and
- 10.1.5. incremental optimization of existing infrastructure rather than expansion dependent on public capital investment.

This approach reflects the Concessionaire's role as a steward of a City-owned recreational asset and is designed to protect both service continuity and the City's financial interests under varying demand conditions.

Fiscal Year		2026		2027		2028	
CATEGORY	COA %	ANNUAL GROSS REVENUE	COA GROSS REVENUE	ANNUAL GROSS REVENUE	COA GROSS REVENUE	ANNUAL GROSS REVENUE	COA GROSS REVENUE
Rounds		92,000		94,300		97,000	
Food	15%	300,000	45,000	330,000	49,500	350,000	52,500
Banquets	15%	135,000	20,250	140,000	21,000	150,000	22,500
Merchandise	5%	150,000	7,500	165,000	8,250	175,000	8,750
Golf Cart & Range Ball Rentals	15%	895,000	134,250	985,000	147,750	1,085,000	162,750
Golf Lessons	5%	2,000	100	2,050	103	2,100	105
Alcohol Sales	25%	350,000	87,500	375,000	93,750	400,000	100,000
Other Rentals	15%	50,000	7,500	51,000	7,650	52,000	7,800
NEW Shelter Rentals	20%			120,000	24,000	120,000	24,000
Gross Total		1,882,000		2,168,050		2,334,100	
BH Golf Total		1,579,900		1,816,048		1,955,695	
COA Total From Percentages			302,100		352,003		378,405
COA Total From Green Fees			1,269,600		1,301,340		1,338,600
GRAND TOTAL TO COA			\$ 1,571,700		\$ 1,653,343		\$ 1,717,005

10.2. City Golf Portfolio Context and Recent Performance. Recent performance across the City of Albuquerque's municipal golf portfolio provides important context for evaluating Ladera Golf Course's financial outlook.

Between Fiscal Year 2024 and Fiscal Year 2025, the City's golf system experienced measurable growth in both utilization and revenue, reflecting renewed participation and improved customer engagement across public golf facilities. This positive trend has continued into Fiscal Year 2026 on a year-to-date basis.



Within this system-wide improvement, Ladera Golf Course has functioned as a primary driver of incremental growth. Ladera accounted for a majority of the increase in total rounds played year-over-year and contributed a meaningful share of incremental green-fee revenue, despite operating without additional City capital investment during the period.

This performance supports BH Golf's position that Ladera Golf Course is not merely maintaining baseline activity but actively driving and strengthening the City's overall municipal golf portfolio.

10.3. Ladera Golf Course – Role in System Growth. Ladera GC's recent operating results highlight its importance within the City's golf system:

10.3.1. Ladera generated a majority of the City's net increase in rounds played year-over-year, demonstrating strong utilization and repeat participation.

10.3.2. Green-fee revenue growth at Ladera represented a substantial portion of the City's total incremental green-fee revenue during that same period.

10.3.3. Growth was achieved through increased participation and operational refinement rather than fee escalation or displacement of demand from other municipal courses.

These results reinforce BH Golf's system-aware operating philosophy, under which Ladera is positioned to absorb incremental demand, support access and affordability and contribute to balanced utilization across the City's golf portfolio.

10.4. Key Financial Performance Indicators (KPIs). To provide transparency and support ongoing evaluation, the following KPIs are used to assess financial performance at Ladera Golf Course:

10.4.1. Utilization and Demand:

10.4.1.1. Total rounds played;

10.4.1.2. Average rounds per available tee-time;

10.4.1.3. Peak vs. off-peak utilization; and

10.4.1.4. Instructional participation as a percentage of total rounds.

10.4.2. Revenue Efficiency:

10.4.2.1. Average green-fee revenue per round;

10.4.2.2. Ancillary revenue per round (cart/range, retail, food & beverage);

10.4.2.3. Banquet and event revenue during non-peak golf periods; and

10.4.2.4. Revenue diversification ratio (non-green-fee revenue as a percentage of total).

10.4.3. City Financial Projection:

10.4.3.1. Total City revenue share by department;

10.4.3.2. Minimum Annual Guarantee coverage ratio (where applicable); and

10.4.3.3. Stability of City revenue under downside utilization scenarios.



10.4.4. Operational Sustainability:

- 10.4.4.1. Labor cost as a percentage of gross revenue
- 10.4.4.2. Inventory turnover
- 10.4.4.3. Seasonal cash-flow coverage; and
- 10.4.4.4. Expense variability relative to utilization changes

These indicators allow the City to evaluate performance based on objective, repeatable metrics rather than short-term fluctuations.

10.4.5. innovation to bolster long-term revenue growth and sustainability across the municipal system.

10.5. Unit Economics and Revenue Mix Optimization. Ladera Golf Course operates with a deliberate focus on optimizing revenue mix rather than maximizing any single category. While green fees remain the foundation of public access, higher-margin ancillary activities play a critical role in financial sustainability.

Instructional programs, food and beverage service, retail merchandise, and banquet/event operations are managed as complementary components that increase overall contribution per visit while preserving affordability of core golf offerings. Instructional participation is further supported by the Concessionaire's private funded indoor simulator training facility, which enables year-round instruction and technology-assisted lessons without requiring capital investment from the City.

This model allows:

- 10.5.1. instructional participation to function as a long-term demand generator;
- 10.5.2. food, beverage, and social programming to increase dwell time and per-visit spend;
- 10.5.3. banquet and event activity to monetize off-peak periods without displacing golfers; and
- 10.5.4. diversified revenue streams to stabilize City payments during weather-impacted or seasonal fluctuations.

10.6. Expense Structure and Cost Control. The Concessionaire's cost structure is intentionally designed to balance service quality with financial discipline:

- 10.6.1. Semi-fixed costs (core staffing, insurance, administrative functions) are managed to ensure continuity and compliance.
- 10.6.2. Variable costs (seasonal labor, food and beverage cost of goods sold, retail inventory) flex with utilization levels.
- 10.6.3. Discretionary costs (marketing initiatives, program scale) can be adjusted responsively during demand shifts.

This structure allows the operation to absorb short-term volatility without compromising service standards or City revenue obligations.

10.7. Cash-Flow Management and Liquidity. Municipal golf operations are inherently seasonal. BH Golf manages cash flow through:

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- 10.7.1.** conservative working-capital practices;
 - 10.7.2.** disciplined inventory procurement and turnover;
 - 10.7.3.** advance booking deposits for banquets and events;
 - 10.7.4.** alignment of staffing levels with seasonal demand; and
 - 10.7.5.** maintenance of adequate liquidity to fund operations without reliance on City advances.

These practices reduce financial risk to the City and support uninterrupted service delivery throughout the year.

- 10.8. Sensitivity Analysis and Downside Protection.** Financial projections have been evaluated under multiple downside scenarios, including reduced rounds due to weather variability and slower ancillary revenue growth.

Under these scenarios:

- 10.8.1.** City revenue share remains protected;
- 10.8.2.** minimum contractual payment obligations remain covered; and
- 10.8.3.** the operation maintains sufficient flexibility to adjust expenses without degrading customer experience.

This analysis supports the conclusion that the proposed operating model is resilient and appropriately structured for a municipal environment.

- 10.9. Capital Neutrality and Risk Allocation.** No City capital funding is requested under this Business Plan. All proposed initiatives are structured to be implemented within the Concessionaire's existing operating framework and subject to City approval where required.

Operational risks related to staffing, inventory, programming, and demand variability are borne by BH Golf. This allocation of risk protects the City while enabling continued optimization of public assets.

- 10.10. Financial Outlook Summary.** The financial outlook for Ladera Golf Course reflects:

- 10.10.1.** demonstrated recent growth in utilization and revenue;
- 10.10.2.** conservative, experience-based projections for FY 2026–2028;
- 10.10.3.** diversified revenue streams that stabilize City payments;
- 10.10.4.** disciplined expense and cash-flow management; and
- 10.10.5.** a low-risk operating model aligned with public stewardship objectives.

Together, these factors support the conclusion that BH Golf is well positioned to continue delivering reliable financial performance, protecting City interests, and strengthening Ladera Golf Course's contribution to Albuquerque's municipal golf system.

- 10.11. Support for Financial Projections.** See Financial Performance Exhibits attached hereto as follows:

- Exhibit 10-A: Financial Performance and Revenue Stability Overview (FY 2024–2026 YTD)
- Exhibit 10-B: Revenue Mix and Cost Structure Narrative

- Exhibit 10-C: KPIs, KPI Methodology and Measure Notes
- Exhibit 10-D: Sensitivity Analysis – City Revenue Projection (Contract-Adjusted)



11. RISK FACTORS AND MITIGATION. BH Golf recognizes that municipal golf operations face inherent risks, including weather variability, staffing challenges, cost inflation, regulatory compliance requirements, and market competition. Mitigation strategies include:

- 11.1.** diversification of revenue beyond green fees;
- 11.2.** investment in staff training and workplace culture;
- 11.3.** conservative budgeting and pricing discipline;
- 11.4.** proactive compliance oversight;
- 11.5.** emphasis on value and service differentiation rather than price competition; and
- 11.6.** innovation in furtherance of the creation of new revenue streams.

These strategies reduce volatility and support operational stability.

12. Funding Request. No City capital investment is requested. All proposed initiatives are structured to be implemented within the concessionaire operating model and subject to City approval where required

13. EXIT / TRANSITION CONSIDERATIONS. The Concessionaire recognizes that effective transition planning is essential to protecting continuity of service, safeguarding public resources, and maintaining community confidence in a municipal golf facility. Whether the City elects to extend the BH Golf's Concessionaire management arrangement or transition operations to a successor operator, the timing and structure of any transition should be designed to align with the practical realities of golf operations and the natural business cycles that govern key operational obligations.

Based on its experience as the incumbent operator, the Concessionaire has observed that certain third-party contractual and quasi-contractual obligations integral to uninterrupted operations – such as liquor licensing arrangements, advance banquet and special-event commitments, merchandising procurement cycles, equipment leasing relationships, and instructional programming – often extend beyond a single fiscal or seasonal window. Misalignment between concession transition timing and these obligations can create avoidable operational disruption, regulatory exposure, and revenue interruption, risks that ultimately accrue to the City as owner of the facility and steward of a public asset.

For this reason, the Concessionaire believes that improved alignment among the City's golf concession contracts, transition timelines, and the underlying operational obligations that arise under those contracts would better serve the collective interests of the City, the community, and any concessionaire – incumbent or successor – than adherence to a presumed transition timeline that does not account for these factors. Alignment promotes continuity, preserves affordability, reduces transition risk, and minimizes the likelihood of service disruption to golfers and community users.

The Concessionaire emphasizes that this perspective is not dependent on the identity of the operator. Rather, it reflects a systems-based view of municipal golf operations in which orderly transitions, clear



authority, and synchronization with natural business cycles support cost efficiency, regulatory compliance, and consistent customer experience.



As further detailed in the Concessionaire's identified exceptions to Section 1.11 of the RFP, the Concessionaire remains fully willing to cooperate with the City and any successor operator to document existing obligations, facilitate appropriate assignments or transfers where feasible, and support a smooth and transparent transition that protects the City's interests and the expectations of community users.

14. STRATEGIC SWOT ANALYSIS. The Concessionaire's SWOT analysis reflects a balanced, system-aware view of Ladera GC's operating environment. Strengths are leveraged responsibly, weaknesses are managed transparently, opportunities are pursued incrementally and with oversight, and threats are mitigated through diversification and service quality.

14.1. Strengths – Institutional Capacity, Continuity and Workforce Stability. BH Golf's primary strength is its role as an experienced incumbent operator with deep institutional knowledge of Ladera Golf Course, the associated facilities, and the day-to-day operational rhythms of municipal golf. This knowledge has been developed through sustained operations, coordination with City maintenance staff, and ongoing engagement with golfers and community users.

Equally important, the Concessionaire has built a stable, diverse, and inclusive workforce that reflects the community it serves. Team members have established strong relationships with customers and possess operational knowledge that is difficult and time-consuming to replace. This continuity supports consistent service delivery, reduces turnover-related risk, and strengthens customer experience. These strengths are reinforced through documented operating procedures, training programs, and quality control systems that institutionalize best practices and reduce reliance on individual personnel

14.2. Weaknesses – Managed Through Systems Oversight. The Concessionaire does not identify material internal weaknesses affecting its ability to operate Ladera Golf Course effectively. Operational risks commonly associated with staffing, compliance, service consistency, or financial controls are addressed through standardized procedures, cross-training, supervisory oversight, and quality control mechanisms detailed in Appendix 2.

Where challenges exist, they arise primarily from external or structural conditions rather than deficiencies in management capacity or operational execution.

14.3. Opportunities – alignment, Optimization, and Long-Term Value. Opportunities exist to further strengthen operations through improved alignment between concession contract timelines and the natural business cycles of municipal golf. Synchronizing concession terms with obligations such as liquor licensing, equipment leasing, merchandising cycles, and advance banquet and event commitments would enhance continuity, reduce transition risk, and benefit the City, community users, and any concessionaire.

In addition to these alignment and operational optimization, BH Golf has identified a meaningful opportunity to deploy an innovative, proprietary concept that enhances participation, broadens community engagement, and diversifies revenue streams at Ladera Golf Course. While details of this concept are intentionally reserved for the confidential trade secret portion of the RFP response, the approach is designed to complement—rather than replace—the core mission





of municipal golf by attracting both golfers and non-golfing community members in a controlled, scalable, and operationally compatible manner. This innovation is intended to increase visibility, support food and beverage activity, and strengthen Ladera's role as a community gathering place without compromising playability or affordability.

Finally, additional opportunities include continued expansion of inclusive instructional programs, workforce development initiatives, and signature community events that broaden participation and strengthen engagement with the facility. Peak-demand periods also present opportunities for optimization through refined tee-sheet management, pace-of-play controls, and off-peak programming, improving both customer experience and revenue performance. Ongoing collaboration with the City on capital improvements further supports operational efficiency and long-term asset stewardship.

14.4. Threats – External and Mitigable Risks. Municipal golf operations in New Mexico are subject to evolving climate patterns, including increased temperature variability, seasonal weather extremes, and prolonged drought conditions. These factors may affect daily play, seasonal participation, and event scheduling, and they also shape public expectations regarding environmental stewardship.

In addition, long-term regional water scarcity represents a structural external risk that requires thoughtful coordination among City maintenance staff, policymakers, and facility operators. While responsibility for course maintenance rests with the City, the Concessionaire recognizes that customer communication, operational flexibility, and programming decisions must remain responsive to these conditions.

These climate-related threats are mitigated through adaptive operational planning, diversified programming, clear communication with customers, and close coordination with the City's maintenance and sustainability initiatives. By acknowledging these realities and operating within a framework of responsible stewardship, the Concessionaire supports both the long-term viability of the facility and the community's broader environmental priorities.

STRENGTHS

- Established incumbent operator with demonstrated performance and institutional knowledge of Ladera Golf Course
- Stable, diverse and inclusive workforce with strong customer relationships
- Documented operations, training, and quality control systems that reduce operational risk
- Strong coordination with City maintenance staff and alignment with municipal objectives

WEAKNESS

- No material weaknesses; operational risks are external or structural in nature and are mitigated through planning, coordination and documented procedures

OPPORTUNITIES

- Improved alignment of concession contract timelines with natural business cycles and 3rd party obligations to enhance continuity and reduce transition risk
- Continued growth of community engagement through inclusive instruction, workforce development and signature programming
- Optimization of peak-demand periods through refund scheduling, pacing and off-peak programming
- Ongoing collaboration with the City on capital improvements that support operational efficiency and customer experience
- Deployment of an innovative, proprietary, operational and engagement concept (further described in the confidential trade secret section) designed to enhance participation, diversify revenue and increase community visibility in a manner compatible with municipal golf objectives

THREATS

- External weather variability impacting daily play and event scheduling.

15. CLOSING. This Business Plan reflects a collaborative, experience-driven, and system-aware approach to municipal golf operations that recognizes both the operational realities of New Mexico and the City's stewardship of Ladera Golf Course as a public asset. It builds upon proven incumbent performance, long-standing relationships with the community, and a stable, diverse, and inclusive workforce with institutional knowledge of the facility and its operations.

By emphasizing operational excellence, customer experience, thoughtful alignment of business cycles, and responsible innovation, BH Golf seeks to support continuity, affordability, and resilience while adapting to evolving conditions, including climate patterns and resource constraints. Through this approach, BH Golf is committed to continuing to deliver consistent financial returns to the City while enhancing accessibility, strengthening community engagement, and supporting the long-term viability of Ladera Golf Course within Albuquerque's municipal golf system.

EXHIBIT 10-A:



Financial Performance and Revenue Stability Overview (FY 2024–FY 2026 YTD)

Purpose and Context

This exhibit is intended to supplement Section 10 of the Business Plan by presenting a concise, data-supported financial narrative for Ladera Golf Course within the City of Albuquerque’s municipal golf system. All metrics and observations are derived from City-issued golf reports and the BH Golf’s internal operating records and are presented in a manner consistent with existing City financial reporting conventions.

Table 1 – City Golf System Context: Utilization and Revenue Trends

Metric	FY 2024	FY 2025	Change	% Change
Total Rounds Played	270,329	285,424	+15,095	+5.58%
Green Fee Revenue	\$4,271,040	\$4,530,804	+\$259,764	+6.08%
Pass Revenue*	\$504,990	\$537,633	+\$32,643	+6.46%
Total Golf Revenue	\$4,776,030	\$5,068,437	+\$292,407	+6.12%

*Pass revenue is centrally administered by the City’s Golf Management Division and is not attributed to individual courses for operational evaluation purposes.

Key Observation: The City’s municipal golf portfolio experienced broad-based growth in both utilization and revenue, establishing a stable and improving baseline for individual course operations.

Table 2 – Ladera Golf Course Contribution to System Growth

Metric	FY 2024	FY 2025	Change	Share of System Growth
Rounds Played	81,283	89,544	+8,261	55%
Green Fee Revenue	\$1,151,970	\$1,232,844	+\$80,874	31%

Interpretive Note: Ladera Golf Course generated a majority of the City’s net increase in rounds played while contributing a significant share of incremental green fee revenue. This growth occurred without additional City capital investment and reflects improved utilization, repeat participation, and operational execution.

Table 3 – Revenue Efficiency (Green Fee Yield per Round)

Category	FY 2025 Green Fee Revenue	FY 2025 Rounds	Avg. Green Fee per Round
Ladera Golf Course	\$1,232,844	89,544	\$13.77

Category	FY 2025 Green Fee Revenue	FY 2025 Rounds	Avg. Green Fee per Round
City System Average	\$4,530,804	285,424	\$15.87

Interpretive Note: Ladera’s role within the municipal system emphasizes high utilization and accessibility. The revenue profile highlights opportunities for continued optimization through mix management and ancillary revenue attachment rather than fee escalation.

Table 4 – FY 2026 System Year-to-Date Momentum (Through November)

Metric	FY 2025 YTD	FY 2026 YTD	Change	% Change
Total Rounds Played	131,228	144,401	+13,173	+10.04%
Green Fee Revenue	\$2,057,450	\$2,339,071	+\$281,621	+13.69%
Total Golf Revenue	\$2,208,617	\$2,485,766	+\$277,149	+12.55%

Key Observation: Year-to-date performance demonstrates continued momentum and supports the reasonableness of forward projections for FY 2026–FY 2028.





EXHIBIT 10-B:

Revenue Mix and Cost Structure Narrative

Ladera Golf Course operates under a diversified revenue model designed to stabilize City payments and reduce reliance on any single demand driver.

Primary characteristics include:

- Green fees as the foundation of public access and utilization;
- Instructional programs as high-engagement demand generators;
- Food, beverage, and retail operations that increase per-visit contribution;
- Banquets and special events that monetize non-peak golf periods without displacing play.

Costs are managed through a hybrid structure of semi-fixed staffing and variable operating expenses, allowing BH Golf to respond to seasonal and weather-related variability while maintaining service standards and financial discipline.

No City capital investment is required to sustain this operating model.





EXHIBIT 10-C:

KPIs, KPI Methodology and Measurement Notes



One-Page KPI Summary – Ladera Golf Course

Core Performance Indicators (Tracked Monthly and Annually)

Utilization

- Total rounds played
- Average rounds per available tee time
- Peak vs. off-peak utilization ratio

Revenue Efficiency

- Green fee revenue per round
- Ancillary revenue per round (cart/range, retail, food & beverage)
- Non-green-fee revenue as % of total

City Revenue Protection

- Total City revenue share (by department)
- Minimum annual payment coverage ratio (where applicable)
- Revenue stability under reduced-round scenarios

Operational Sustainability

- Labor cost as % of gross revenue
- Inventory turnover (retail and food & beverage)
- Seasonal cash-flow coverage

Community and System Alignment

- Instructional participation rate
 - League and recurring event utilization
 - Banquet and community event bookings during non-peak periods
- 



Summary Statement: These KPIs collectively demonstrate that Ladera Golf Course functions as a high-utilization, financially stable municipal facility that materially supports City golf system performance while preserving affordability, continuity, and public stewardship.

Purpose of KPI Framework. The Key Performance Indicators (KPIs) identified in this Exhibit 10-C and Section 10 of the Business Plan are designed to support municipal oversight, financial transparency, and operational risk management. The KPI framework distinguishes between (i) metrics that are directly reported by the City of Albuquerque, (ii) metrics that are internally tracked by the Concessionaire as part of daily operations, and (iii) governance indicators used to assess financial resilience and City revenue protection.

The KPIs are intentionally structured to align with existing City reporting practices and to avoid reconstructing or estimating metrics that are not historically published at the course level.

KPI Categories and Data Sources

1. City-Reported Metrics (Quantified)

These KPIs are derived directly from City-issued golf system reports and are presented numerically in the Financial Exhibit:

- Total rounds played (course-level and system-level)
- Green-fee revenue
- Pass revenue (system-level, centrally administered)
- Year-over-year and year-to-date growth rates
- Average green-fee revenue per round

These metrics form the baseline for evaluating utilization trends, revenue performance, and system contribution.

2. Concessionaire Operational Metrics (Tracked, Not Reconstructed)

The following KPIs are monitored periodically by the Concessionaire through point-of-sale systems, tee-sheet management tools, instructional logs, and event booking records, but are not historically published by the City at the course level:

- 
- Ancillary revenue per round (cart/range, retail, food & beverage)
 - Instructional participation rate
 - Retail and food & beverage inventory turnover
 - Labor cost as a percentage of gross revenue
 - Peak versus off-peak utilization ratios
 - Seasonal cash-flow coverage



Periodic analysis for these metrics informs internal management and operational decision-making. They are intentionally referenced qualitatively rather than reconstructed numerically to maintain consistency with City reporting conventions, to avoid introducing assumptions not reflected in published data and to protect proprietary, internal financial data from public disclosure.

3. Governance and Risk-Protection Metrics

Certain KPIs function primarily as governance indicators rather than operating statistics:

- City revenue share by department
- Minimum Annual Guarantee (MAG) coverage ratios (where applicable)
- Revenue stability under reduced-round scenarios

These indicators are evaluated in conjunction with the Cost Proposal and contract terms. Numeric disclosure is limited to avoid redundancy and misalignment with contractual financial provisions.

4. Methodological Principles

The KPI framework follows these guiding principles:

- Use City-issued data where available and authoritative
 - Avoid back-casting or estimating unpublished metrics
 - Present internal metrics as management controls rather than guarantees
- 



- Emphasize City revenue protection and operational resilience
- Maintain audit defensibility and public transparency

This approach ensures that KPI reporting enhances, rather than complicates, municipal evaluation and oversight.



EXHIBIT 10-D:

Sensitivity Analysis – City Revenue Protection (Contract-Adjusted)

Scenario Overview

To evaluate downside risk in a manner consistent with BH Golf's Concession Agreement and this RFP, the sensitivity analysis distinguishes between City-owned revenue and revenue streams that support the Minimum Guaranteed Payment.

Under the terms of the Concession Agreement and this RFP:

- **One hundred percent (100%) of green-fee revenue is remitted directly to the City,** and
- The **\$135,000 Minimum Guaranteed Payment (MGP)** is funded exclusively from the City's contractual share of ancillary revenue streams, including food and beverage, cart and range fees, retail merchandise, instruction, and other approved ancillary activities collected by the Concessionaire.

Accordingly, the sensitivity analysis focuses on whether ancillary revenues remain sufficient to fully satisfy the Minimum Guaranteed Payment under a moderate reduction in rounds played.

Table 5 – Sensitivity Case: –5% Rounds Scenario (Contract-Accurate)

City Revenue Component	Base Case	–5% Rounds Scenario	Impact
Green-Fee Revenue (100% City-Owned)	100%	95%	Directly proportional to rounds
Ancillary Gross Revenue	100%	96–98%	Moderated by diversified demand
City Share of Ancillary Revenue	≥ \$135,000	≥ \$135,000	Maintained
Minimum Guaranteed Payment (MGP)	\$135,000	\$135,000	Fully Covered
City Revenue Shortfall Risk	None	None	No exposure

Interpretation: While green-fee revenue naturally fluctuates with rounds played and is retained entirely by the City, BH Golf's diversified ancillary revenue streams remain sufficient to fully satisfy the Minimum Guaranteed Payment under a moderate reduction in utilization. As a result, the City's guaranteed revenue position is protected, and no downside revenue risk is transferred to the City.



BILL HARVEY GOLF LLC

LADERA GOLF COURSE – CONCESSIONAIRE OPERATIONS OPERATIONS & TRAINING MANUAL

1. PURPOSE, SCOPE, COORDINATION AND OPERATING AND TRAINING PHILOSOPHY

1.1. Purpose. This Operations and Training Manual establishes the comprehensive framework governing the day-to-day operation, staffing, and service delivery at Ladera Golf Course, a City-owned municipal golf facility operated by the Concessionaire. The Manual is intended to serve dual and complementary purposes:

1.1.1. As an internal operations and training guide, providing clear expectations, procedures, and development pathways for all team members; and

1.1.2. As a formal RFP attachment, demonstrating to the City of Albuquerque and third-party reviewers that the Concessionaire operates with discipline, accountability, and a structured approach to municipal golf operations.

The Manual integrates operational standards with a formalized training and professional development philosophy, recognizing that consistent service quality is achieved through deliberate training, supervision, and evaluation, not through ad hoc instruction.

1.2. Scope. This Manual applies to all Concessionaire-controlled functions at Ladera Golf Course, including golf operations, outside services, retail and Pro Shop activities, food and beverage service, banquet and event operations, administration, and customer service. It establishes expectations for:

1.2.1. how work is performed;

1.2.2. how team members are trained and evaluated;

1.2.3. how quality and consistency are measured; and

1.2.4. how operational responsibilities are coordinated with the City.

The City of Albuquerque retains authority over course maintenance, agronomic standards, capital improvements, and public-use policies. City golf maintenance personnel operate independently of the Concessionaire. This Manual therefore focuses on operational execution and customer experience, while emphasizing coordination and communication with City staff where operational activities interface with maintenance functions. Employees should understand that:

1.2.5. Maintenance staff are City employees and are not supervised by the Concessionaire;

1.2.6. Questions regarding course conditions should be handled respectfully and escalated to management rather than debated with customers; and

1.2.7. Operational changes affecting the course, facilities, or public use must be reviewed with City staff before implementation.

1.3. Coordination Procedures. To ensure alignment, management shall maintain regular



communication with City golf leadership. Operational concerns, safety issues, or customer trends are documented and shared as appropriate. This coordination protects employees from uncertainty and ensures that public expectations are met consistently.



1.4. Operating and Training Philosophy. The Concessionaire believes that well-trained, supported, and professionally developed team members are the foundation of successful municipal golf operations. Team members should have meaningful opportunities to grow, improve, and advance – both in their skills and in their financial stability – through structured training, cross-training, and professional development. Accordingly, operations at Ladera Golf Course are guided by the following principles:

1.4.1. Public Stewardship. Ladera Golf Course is a public asset. All operational decisions are made with consideration for accessibility, affordability, safety, and the City's reputation.

1.4.2. Consistency Through Training. Consistent guest experiences are achieved through standardized procedures, documented expectations, and ongoing training – not through individual discretion alone.

1.4.3. Understanding the “Why”. Team members are trained not only on *how* tasks are performed but *why* procedures exist, including customer service standards, safety requirements, point-of-sale controls, and operational sequencing.

1.4.4. Adaptability Within Structure. While procedures are standardized, training methods are flexible and accommodate different learning styles. Teaching techniques are adapted to ensure all team members can succeed.

1.4.5. Collaboration and Respect. Operations emphasize teamwork across departments and respectful coordination with City personnel, recognizing that no single role operates in isolation.

2. ORGANIZATION, STRUCTURE AND MANAGEMENT EXPECTATIONS

2.1. Management Roles. The General Manager and Head Golf Professional are responsible for overall facility operations. Assistant professionals, department managers, and supervisors oversee daily execution within their functional areas. Managers are expected to:

2.1.1. Be visible and accessible to staff and customers;

2.1.2. Provide clear direction and feedback;

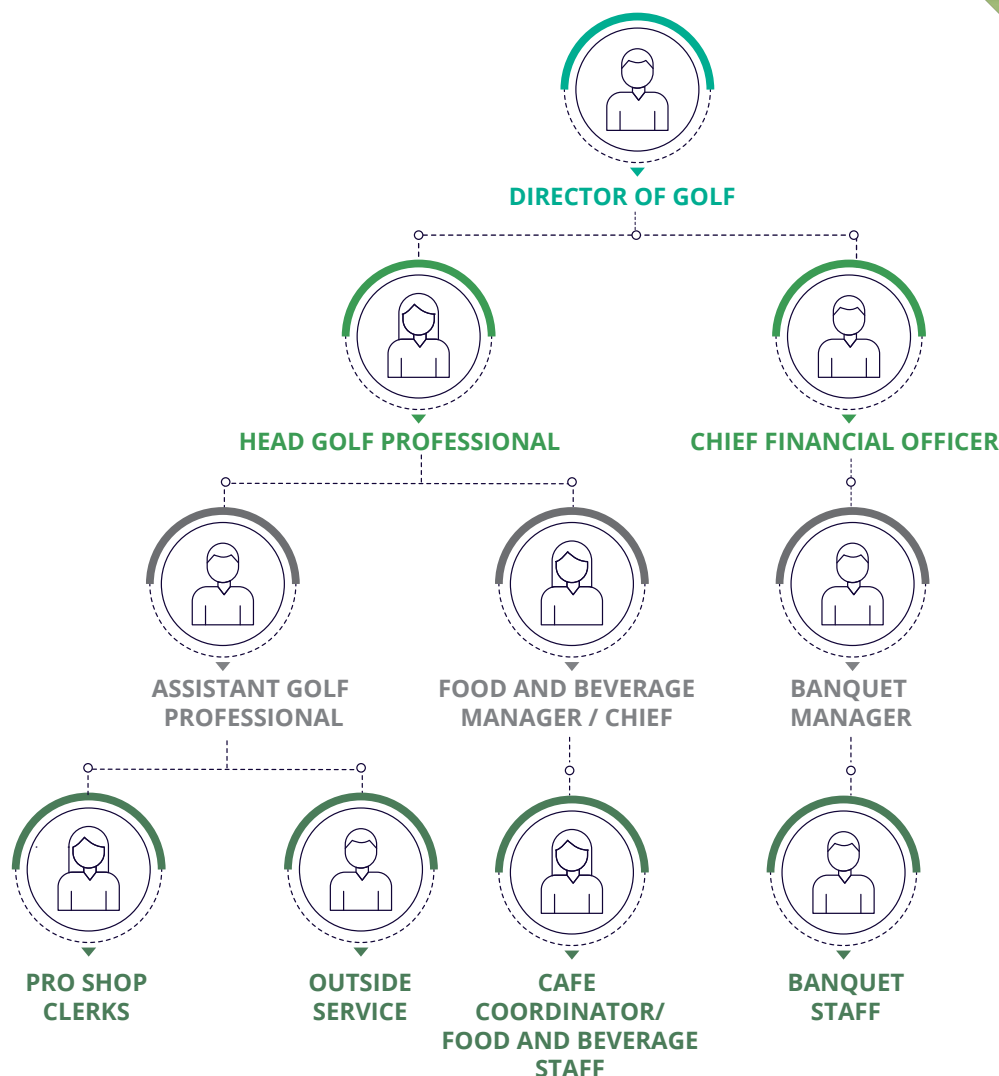
2.1.3. Model professional behavior; and

2.1.4. Address issues promptly and constructively.

2.2. Daily Operating Rhythm. Each day follows a predictable structure to reduce errors and ensure readiness. Opening managers complete facility inspections and staffing confirmations. During peak periods, supervisors conduct operational check-ins to identify issues early. At closing, departments reconcile transactions, secure facilities, and document any incidents or maintenance concerns.



2.3. Organizational Chart:



2.4. Customer Experience Standards

2.4.1. Service Expectations. Every employee contributes to the customer experience, regardless of role. Guests should feel welcomed, respected, and assisted from arrival through departure. Employees are trained to:

- 2.4.1.1.** Greet guests promptly and make eye contact;
- 2.4.1.2.** Listen actively to questions or concerns;
- 2.4.1.3.** Provide clear, accurate information; and
- 2.4.1.4.** Seek assistance rather than guess when unsure.

2.4.2. Handling Complaints and Concerns. When a customer raises a concern, employees should remain calm and professional. The standard response is to listen fully, acknowledge the issue, and attempt resolution within the scope of authority. If escalation is required, the matter should be referred to a supervisor with appropriate documentation so follow-up can occur.



3. GOLF OPERATIONS AND PLAYER DEVELOPMENT SERVICE PROCEDURES

3.1. Pro Shop

3.1.1. Overview and Purpose. The Pro Shop serves as the operational and customer-facing hub of Ladera Golf Course. It functions simultaneously as the primary guest welcome point, tee sheet and pace-of-play control center, retail and point-of-sale operation, and coordination nexus between golfers, Outside Services, Food and Beverage, and City golf maintenance personnel.

Because Pro Shop operations directly influence first impressions, customer satisfaction, revenue control, and the overall pace and flow of play, these procedures are standardized and reinforced through training, supervision, and daily accountability. Pro Shop staff are expected to execute these procedures consistently and professionally, while remaining flexible and responsive to daily conditions and guest needs.

3.1.2. Pro Shop Opening Procedures

3.1.2.1. Purpose. Opening procedures ensure that the facility is safe, clean, operationally prepared, and fully coordinated prior to the first scheduled tee time. The opening staff member is responsible for verifying readiness across customer-facing systems, cash controls, and interdepartmental coordination.

3.1.2.2. Opening Checklist and Procedures. Employees responsible for opening shall:

- 3.1.2.2.1.** Unlock the gate to the parking lot and secure chains to posts;
- 3.1.2.2.2.** Inspect the parking lot for trash, debris, or safety issues; remove debris as needed and report any suspicious activity to management in accordance with incident reporting protocols;
- 3.1.2.2.3.** Enter the building through the designated entrance and turn off the alarm system;
- 3.1.2.2.4.** Punch in for shift using the time clock;
- 3.1.2.2.5.** Turn on lights throughout the facility as required for operations;
- 3.1.2.2.6.** Retrieve the cash drawer, count the starting bank to verify accuracy, and place the drawer into the cash register in accordance with cash-handling policies;
- 3.1.2.2.7.** Reboot computer systems as necessary and log into the POS system;
- 3.1.2.2.8.** Review and confirm the tee sheet for the day's play, including all scheduled events such as leagues, tournaments, clinics, and banquets;
- 3.1.2.2.9.** Confirm with City golf maintenance personnel when the golf course and practice areas are available for play, including any frost delays, closures, or modified start times;

- 3.1.2.2.10.** Confirm that Outside Services staff have arrived and are performing required duties, including cart staging, range preparation, and bag area readiness;
- 3.1.2.2.11.** Conduct a visual inspection of the Pro Shop and address presentation needs, including folding and hanging apparel, dusting, facing merchandise, and ensuring overall cleanliness;
- 3.1.2.2.12.** Clean the counter surfaces and computer screens prior to receiving guests; and
- 3.1.2.2.13.** Unlock all exterior doors for customers and guests at the designated opening time.

3.1.2.3. Operational Notes. If any opening checklist item cannot be completed as required (e.g., POS outage, alarm issue, cash discrepancy, uncertainty regarding course availability), the opening staff member must notify the on-duty supervisor immediately. All issues and resolutions are documented in the daily log to ensure continuity between shifts.

3.1.3. Guest Greeting and Counter Service Standards

3.1.3.1. Purpose. Guest interaction in the Pro Shop establishes the tone for the entire visit. Staff are trained to remain attentive, welcoming, and proactive, ensuring guests feel acknowledged and assisted promptly.

3.1.3.2. Procedures and Expectations. Pro Shop employees shall:

- 3.1.3.2.1.** Remain present and alert to all customers and guests entering the Pro Shop;
- 3.1.3.2.2.** Greet every customer or guest immediately upon entry with a friendly greeting and a smile;
 - 3.1.3.2.2.1.** “Good Morning” is the standard greeting before noon;
 - 3.1.3.2.2.2.** “Good Afternoon” is the standard greeting from noon until 6:00 p.m.;
 - 3.1.3.2.2.3.** “Good Evening” is the standard greeting from 6:00 p.m. until closing;
- 3.1.3.2.3.** Ask all customers and guests, “How can I assist you?” When appropriate, direct customers to the Pro Shop service area or to Outside Services for cart or bag assistance;
- 3.1.3.2.4.** When feasible, walk customers to the appropriate area rather than pointing, reinforcing hospitality and reducing confusion; and
- 3.1.3.2.5.** After all needs have been met, thank the customer or guest and wish them a pleasant day.

3.1.4. Telephone Procedures

3.1.4.1. Purpose. Telephone interactions are a critical component of customer service and revenue generation, directly affecting tee time bookings,

event inquiries, and guest confidence in the operation.



3.1.4.2. Procedures. Any employee answering the telephone shall:

- 3.1.4.2.1.** Answer all incoming calls within three (3) rings whenever possible;
- 3.1.4.2.2.** Use the standard greeting: *"Thank you for calling Ladera Golf Course, this is [your name], how may I assist you?"*;
- 3.1.4.2.3.** Speak clearly, slowly, and in a courteous and professional manner;
- 3.1.4.2.4.** Ask whether there is anything further you can assist with before concluding the call;
- 3.1.4.2.5.** Confirm key details prior to ending the conversation, such as tee times, fees, directions, or event information, as applicable; and
- 3.1.4.2.6.** Thank the caller for contacting Ladera Golf Course and wish them a pleasant day.

3.1.5. Pro Shop Closing Procedures

3.1.5.1. Purpose. Closing procedures ensure financial accuracy, facility security, and readiness for the following day. Closing staff are responsible for safeguarding cash, completing documentation, coordinating with Outside Services, and securing the facility.

3.1.5.2. Closing Checklist and Procedures. Employees responsible for closing the Pro Shop shall:

- 3.1.5.2.1.** Begin register closing procedures prior to the last remaining golfers exiting the golf course to allow adequate time for reconciliation;
- 3.1.5.2.2.** Count down and balance the cash register using the cash balance sheet to verify accuracy;
- 3.1.5.2.3.** Place daily paperwork into the designated drop bag and deposit the bag into the drop safe in accordance with policy;
- 3.1.5.2.4.** Place the cash drawer into the safe and close and lock the safe door; and
- 3.1.5.2.5.** Wipe down counters and fixtures; fold and hang apparel; face golf equipment; and restore the Pro Shop to presentation standards.
- 3.1.5.2.6.** Once all guests have exited the building, lock all exterior doors and confirm they are secure;
- 3.1.5.2.7.** Turn off all lights and televisions;
- 3.1.5.2.8.** Confirm with Outside Services staff that all golf carts are returned to the barn and that all doors are secured;
- 3.1.5.2.9.** Punch out of the shift using the time clock;
- 3.1.5.2.10.** Exit through the designated door; and
- 3.1.5.2.11.** Close and lock the parking lot gate and secure it with chain and lock.



3.1.5.3. Closing Notes. Any cash overages or shortages beyond established thresholds, unusual refunds, customer incidents, equipment issues, or safety concerns must be documented in the daily log and communicated to management. This documentation supports accurate reporting, employee protection, and continuous operational improvement.

3.1.6. Professional and Technical Golf Services

3.1.6.1. Purpose. In addition to retail and customer service functions, the Pro Shop serves as the center for professional golf services provided by PGA instructional staff. These services include club fitting, equipment consultation and the use of instructional technology to assist golfers in improving performance and enjoyment of the game.

Because these services involve specialized expertise and equipment, they are performed by trained golf professionals or qualified instructional staff and follow structured procedures to ensure accuracy, safety and consistent customer service.

3.1.6.2. Club Fitting Services Procedures. Club fitting services are offered as part of Ladera Golf Course's professional instruction and retail operations. Properly fitted golf equipment is essential to golfer development and enjoyment of the game, as equipment specifications such as shaft flex, club length, lie angle, and grip size directly influence swing mechanics and ball flight.

Club fitting sessions are conducted by PGA professionals using launch monitor technology and simulator-based swing analysis where appropriate. The objective of the fitting process is to match equipment specifications to the golfer's swing characteristics and physical dimensions, improving consistency, distance control, and overall playability.

Club fitting sessions may be conducted as standalone appointments or integrated with instructional lessons. Staff are trained to explain the benefits of proper equipment fitting and to refer golfers to instructional staff when a professional fitting would be beneficial.

3.1.6.3. Instructional Technology & Simulator Operations Procedures. Ladera Golf Course maintains an indoor instructional simulator located within the Pro Shop facility. The simulator provides launch monitor analysis and ball-flight data that support instruction, club fitting services, and player development.

Simulator technology allows instructors to analyze swing characteristics and ball-flight patterns while providing golfers with immediate visual feedback. This technology enhances instructional accuracy and allows

golfers to evaluate equipment changes during club fitting sessions.

Simulator sessions may be scheduled through the Pro Shop and are supervised by qualified instructional staff.

3.2. Starter and Marshal Operations

3.2.1. Overview and Operating Philosophy. Starters and Marshals play a critical role in shaping the golfer experience at Ladera Golf Course. These positions are not enforcement roles; they are customer-service and flow-management roles designed to promote enjoyable, efficient play while preserving the welcoming character of a municipal course. Starters establish expectations before each round begins. Marshals reinforce those expectations on the course through observation, communication, and encouragement. Together, these functions support pace of play, safety, course etiquette, and overall customer satisfaction while maintaining a respectful and non-confrontational atmosphere.

3.2.2. Starter Operations

3.2.2.1. Purpose. The Starter is responsible for managing the first tee, setting the tone for each group's round, confirming tee time accuracy, and communicating essential information regarding pace of play, safety, and course conditions. The Starter serves as the primary interface between the Pro Shop, Outside Services, and golfers at the point of entry to the course.

3.2.2.2. Starter Responsibilities and Procedures.

3.2.2.2.1. Pre-Shift Preparation. Before beginning starter duties, the Starter shall:

3.2.2.2.1.1. Punch in using the time clock;

3.2.2.2.1.2. Check in with the Pro Shop to:

3.2.2.2.1.2.1. review the tee sheet for the day;

3.2.2.2.1.2.2. identify tournaments, leagues, or special events;

3.2.2.2.1.2.3. note expected busy periods or delays;

3.2.2.2.1.3. Confirm with Pro Shop or management any course-specific conditions for the day (frost delays, cart restrictions, temporary closures, or modified routing); and

3.2.2.2.1.4. Ensure starter area is clean, organized, and clearly visible to arriving groups.





3.2.2.2.2. Tee Time Management. The Starter is responsible for maintaining proper spacing and orderly flow on the first tee.

- 3.2.2.2.2.1.** Confirm each group's tee time and number of players before they tee off;
- 3.2.2.2.2.2.** Ensure groups are sent off at the proper interval to maintain spacing;
- 3.2.2.2.2.3.** Coordinate with the Pro Shop immediately if a group arrives late, a group is missing players or walk-ups or unscheduled players request to play; and
- 3.2.2.2.2.4.** Avoid sending groups early without Pro Shop approval, as this can disrupt spacing across the course.

3.2.2.2.3. Greeting and Communication Standards. Starters are expected to greet every group professionally and courteously.

- 3.2.2.2.3.1.** Greet each group with a friendly welcome and eye contact;
- 3.2.2.2.3.2.** Confirm the group's tee time and readiness to play;
- 3.2.2.2.3.3.** Provide concise, consistent reminders, including (i) expected pace of play, (ii) safety reminders (cart rules, awareness of other players), and (iii) any relevant course conditions or routing notes;
- 3.2.2.2.3.4.** Communication should be brief, clear, and positive – never lecturing or confrontational. Sample Starter Messaging (Guidance): *"Welcome to Ladera – thank you for being here today. We appreciate your help keeping pace with the group ahead and enjoying your round."*

3.2.2.2.4. Monitoring and Coordination. Starters shall:

- 3.2.2.2.4.1.** Observe early spacing and notify the Pro Shop if gaps develop immediately after the start;
- 3.2.2.2.4.2.** Communicate delays or congestion at the first tee to the Pro Shop so adjustments can be made;
- 3.2.2.2.4.3.** Coordinate with Outside Services to ensure carts, bags, and practice areas are flowing smoothly.

3.2.3. Marshal Operations

3.2.3.1. Purpose. Marshals are ambassadors for Ladera Golf Course. Their role is to support pace of play and course enjoyment through communication and encouragement, not enforcement. Marshals observe play throughout the course, assist guests as needed, and document recurring issues for management review.

3.2.3.2. Marshal Responsibilities and Procedures

3.2.3.2.1. Pre-Shift Preparation. Before beginning marshal duties, the Marshal shall:

- 3.2.3.2.1.1.** Punch in using the time clock;
- 3.2.3.2.1.2.** Check in with the Pro Shop to (i) review the day's tee sheet, (ii) identify expected busy periods, and (iii) note any groups requiring monitoring;
- 3.2.3.2.1.3.** Receive any special instructions from management regarding pace, events, or course conditions; and
- 3.2.3.2.1.4.** Ensure marshal cart is operational and stocked with basic supplies as required.

3.2.3.2.2. On-Course Monitoring. Marshals circulate the course focusing on key checkpoints where delays are most likely to occur. Marshals shall:

- 3.2.3.2.2.1.** Monitor spacing between groups, particularly on par-3 holes, turn points, and known bottlenecks;
- 3.2.3.2.2.2.** Observe pace relative to the group ahead rather than strict time enforcement; and
- 3.2.3.2.2.3.** Identify causes of slow play, such as: (i) lost ball searches, (ii) repeated practice swings, and (iii) unprepared players.

3.2.3.2.3. Guest Interaction and Communication. Marshal interactions must be respectful, calm, and solution-oriented, including:

- 3.2.3.2.3.1.** Greeting golfers courteously when approaching a group;
- 3.2.3.2.3.2.** Framing pace-of-play conversations as supportive reminders, not reprimands;
- 3.2.3.2.3.3.** Avoiding confrontational language or authoritative tones;



3.2.3.2.3.4. Recommended Communication Approaches include: (i) acknowledging the group, (ii) referencing the group ahead; and (iii) offering assistance or guidance. Example: *“Good afternoon – hope you’re enjoying your round. The group ahead is just a hole in front, so we’d appreciate your help keeping things moving along. Thank you.”*

3.2.3.2.4. Issue Documentation and Escalation. Necessary steps require Marshal to:

3.2.3.2.4.1. Document recurring pace issues, safety concerns, or repeated non-compliance in the daily log;

3.2.3.2.4.2. Notify the Pro Shop or on-duty supervisor if: (i) a group repeatedly ignores guidance, (ii) a safety concern arises, or (iii) a customer dispute escalates; and

3.2.3.2.4.3. Marshals do not impose penalties, remove players, or resolve conflicts independently unless directed by management.

3.2.4. Professional Conduct Standards. Starters and Marshals are expected to:

3.2.4.1. Maintain a professional appearance and demeanor at all times;

3.2.4.2. Represent both the Concessionaire and the City positively;

3.2.4.3. Exercise discretion and judgment appropriate to a public, municipal facility; and

3.2.4.4. Focus on education, encouragement, and customer experience rather than enforcement.

3.2.5. Operational Notes. Effective Starter and Marshal operations depend on close coordination with the Pro Shop and Outside Services. Continuous communication ensures that pace-of-play issues are addressed early and that guests experience Ladera Golf Course as welcoming, fair, and well-managed.

3.3. Outside Service Operations

3.3.1. Overview and Operating Philosophy. Outside Services personnel are responsible for the first and last physical touchpoints of a golfer’s experience at Ladera Golf Course. Their duties directly impact safety, pace of play, cleanliness, and the professional appearance of the facility. Outside Services staff operate at the intersection of customer service, equipment management, and coordination with Pro Shop and City maintenance personnel. Outside Services team members are trained not only in mechanical tasks (cart staging, range preparation, ball washing) but also in hospitality standards and communication. Their presence should reinforce organization, readiness, and professionalism at all times.

3.3.2. Outside Service Opening Procedures

3.3.2.1. Purpose. Opening procedures ensure that golf carts, practice facilities, and staging areas are safe, clean, and fully operational prior to the first tee time. The opening Outside Services team member is responsible for confirming readiness and coordinating closely with the Pro Shop and City golf maintenance personnel.

3.3.2.2. Opening Checklist and Procedures.

3.3.2.2.1. Pre-Shift and Coordination. Outside Service staff shall:

- 3.3.2.2.1.1.** Enter the building through the designated entrance;
- 3.3.2.2.1.2.** Punch in for shift using the time clock;
- 3.3.2.2.1.3.** Check in with the Pro Shop prior to starting your shift to (i) review the tee sheet volume for the morning, (ii) identify tournaments or league play, and (iii) confirm expected pace and cart needs.

3.3.2.2.2. Staging Area Preparation. Outside Service staff shall:

- 3.3.2.2.2.1.** Inspect the golf cart staging area and remove all trash and debris;
- 3.3.2.2.2.2.** Unlock all doors to the golf cart barn and open garage doors;
- 3.3.2.2.2.3.** Confirm which golf carts are designated to go out first and follow established rotation procedures;
- 3.3.2.2.2.4.** Prior to removing each golf cart from the barn (i) verify that the cart is clean and free of trash or debris, (ii) ensure a pencil and scorecard are present and (iii) check that sand bottles are functional and adequately filled;
- 3.3.2.2.2.5.** Drive each cart carefully to the staging area;
- 3.3.2.2.2.6.** Position carts evenly with wheels straight and properly spaced; and
- 3.3.2.2.2.7.** The opening Outside Services team member must pull an appropriate number of golf carts to meet early demand and continue staging carts throughout the morning based on tee sheet flow.



3.3.2.2.3. Practice Facility Readiness. Outside Service staff shall:

- 3.3.2.2.3.1.** Communicate with City golf maintenance personnel regarding when the practice tee may be set for the day;
- 3.3.2.2.3.2.** Ensure bag stands and dividers are placed correctly;
- 3.3.2.2.3.3.** Confirm rope lines properly designate hitting areas;
- 3.3.2.2.3.4.** Ensure water buckets contain fresh water;
- 3.3.2.2.3.5.** Verify that the ball machine is stocked with sufficient range balls for morning play; and
- 3.3.2.2.3.6.** When time permits and consistent with safety protocols, hook up the range picker to the gang units in preparation for range maintenance.

3.3.2.3. Operational Notes – Opening. If carts, range equipment, or staging areas are not fully ready by opening time, notify the Pro Shop immediately. Any mechanical issue, safety concern, or damage must be documented and communicated to management.

3.3.3. Guest Interaction and Customer Service Standards

3.3.3.1. Purpose. Outside Services personnel are highly visible representatives of Ladera Golf Course. Their interaction with golfers reinforces the welcoming character of the facility and supports operational flow.

3.3.3.2. Greeting and Assistance Procedures. Outsider Service Staff shall:

- 3.3.3.2.1.** Remain present and alert in the staging and bag drop area;
- 3.3.3.2.2.** Greet customers and guests with a friendly greeting and smile, saying:
 - 3.3.3.2.2.1.** “Good Morning” before noon;
 - 3.3.3.2.2.2.** “Good Afternoon” from noon to 6:00 p.m; and
 - 3.3.3.2.2.3.** “Good Evening” from 6:00 p.m. until closing;
- 3.3.3.2.3.** Direct guests to their assigned golf carts or assist with bag placement when appropriate;
- 3.3.3.2.4.** Provide concise directional guidance regarding:
 - 3.3.3.2.4.1.** Pro Shop check-in;
 - 3.3.3.2.4.2.** Practice facility location; and
 - 3.3.3.2.4.3.** Food and beverage services;

- 3.3.3.2.5.** If a guest appears unsure of next steps, proactively offer assistance rather than waiting to be asked; and
- 3.3.3.2.6.** After assisting, thank guests and wish them an enjoyable round.

Outside Services staff must maintain awareness of pace and staging, ensuring carts are available in alignment with tee times.

3.3.4. Cart Management and Equipment Standards

3.3.4.1. Cart Rotation and Condition. Outside Service staff shall:

- 3.3.4.1.1.** Follow established cart rotation to ensure even wear;
- 3.3.4.1.2.** Inspect carts regularly for (i) mechanical concerns, (ii) tire inflation issues, (iii) cleanliness standards and (iv) broken or missing components; and
- 3.3.4.1.3.** Immediately report mechanical issues to management.

3.3.4.2. Cart Cleanliness Standard.

3.3.4.2.1. Before staging:

- 3.3.4.2.1.1.** Remove all trash;
- 3.3.4.2.1.2.** Wipe down seating surfaces;
- 3.3.4.2.1.3.** Confirm windshields are clear; and
- 3.3.4.2.1.4.** Check sand bottles.

3.3.4.2.2. After return:

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- 3.3.4.2.2.1.** Remove trash and debris;
- 3.3.4.2.2.2.** Spray off the entire cart, including undercarriage and cubby areas;
- 3.3.4.2.2.3.** Dry the cart completely, including the windshield;
- 3.3.4.2.2.4.** Refill sand bottles fully; and
- 3.3.4.2.2.5.** Park carts in designated color-coded parking areas evenly and straight.

3.3.5. Range Operations

3.3.5.1. During the Day

- 3.3.5.1.1.** Monitor ball supply in the ball machine;
- 3.3.5.1.2.** Remove abandoned range baskets periodically; and
- 3.3.5.1.3.** Maintain cleanliness of practice areas.

3.3.5.2. Range Closing Procedures

- 3.3.5.2.1.** Remove all abandoned range baskets and range balls from



- the teeing ground and short game area;
- 3.3.5.2.2.** Begin picking the driving range at least one-half hour prior to scheduled closing time;
- 3.3.5.2.3.** After picking:

- 3.3.5.2.3.1.** Wash all practice balls;
- 3.3.5.2.3.2.** Return practice baskets to the ball machine and ensure it is full for the next day; and
- 3.3.5.2.3.3.** Empty the ball washing machine and refill with fresh water;

- 3.3.5.2.4.** Remove the range tractor from the picking unit and park it in the designated barn area.

3.3.6. Outside Service Closing Procedures

- 3.3.6.1. Purpose.** Closing procedures ensure that carts, equipment, and facilities are secure, clean, and ready for the following day.

3.3.6.2. Closing Checklist and Procedures

- 3.3.6.2.1.** Confirm that all golfers have removed belongings from carts;
- 3.3.6.2.2.** Return carts to the washing area for cleaning;
- 3.3.6.2.3.** Remove all trash and deposit in appropriate receptacles;
- 3.3.6.2.4.** Wash and dry carts thoroughly;
- 3.3.6.2.5.** Refill sand bottles;
- 3.3.6.2.6.** Park carts evenly in designated areas;
- 3.3.6.2.7.** Empty all trash cans into the dumpster;
- 3.3.6.2.8.** Sweep the entire golf cart wash area;
- 3.3.6.2.9.** Close all garage doors and secure chains;
- 3.3.6.2.10.** Turn out lights;
- 3.3.6.2.11.** Have a Pro Shop team member double-check doors for security;
- 3.3.6.2.12.** Confirm with the Pro Shop that no further duties remain;
- 3.3.6.2.13.** Punch out using the time clock; and
- 3.3.6.2.14.** Exit through the designated door.

- 3.3.6.3. Security and Documentation Notes.** Any damaged carts, safety concerns, equipment malfunctions, or guest incidents must be documented in the daily log and communicated to management prior to leaving the facility. This protects staff and ensures transparency and accountability.

- 3.3.7. Professional Conduct Expectations.** Outside Services personnel are expected to:

- 3.3.7.1.** Maintain a professional appearance;
- 3.3.7.2.** Exercise caution when driving carts;
- 3.3.7.3.** Prioritize guest safety at all times;

- 3.3.7.4. Represent the Concessionaire and the City positively; and
- 3.3.7.5. Coordinate respectfully with City maintenance personnel.

3.4. Instructional Programs

3.4.1. Overview and Operating Philosophy. Instructional programs at Ladera Golf Course are a core component of the facility's mission as a municipal golf asset. Instruction supports player development, increases participation, strengthens customer loyalty, and introduces new golfers to the game in an accessible and welcoming environment. BH Golf's instructional philosophy emphasizes inclusivity, professionalism, safety, and consistency. Programs are structured to accommodate golfers of all ages and skill levels while maintaining alignment with City policies, course availability, and daily operations. Instruction is delivered by qualified PGA Professionals, and programs are coordinated closely with golf operations, Pro Shop scheduling, and City golf maintenance personnel to ensure minimal disruption to daily play. Instruction is a core offering and a pathway to long-term participation. Lessons and programs are scheduled through approved systems, with clear cancellation policies.

3.4.2. Program Structure and Offerings

3.4.2.1. Purpose. The purpose of the Instructional Program is to provide structured opportunities for skill development, education, and engagement, while supporting the long-term health of the golf facility.

3.4.2.2. Instructional Offerings. Instructional programming may include:

- 3.4.2.2.1. Private individual lessons;
- 3.4.2.2.2. Semi-private and group lessons;
- 3.4.2.2.3. Junior golf programs and clinics;
- 3.4.2.2.4. Beginner and introductory golf programs;
- 3.4.2.2.5. Seasonal clinics and short-format instructional series; and
- 3.4.2.2.6. Instructional components tied to leagues or special events.

Program offerings are reviewed periodically and adjusted based on participation levels, community interest, and operational capacity.

3.4.2.3. Scheduling and Coordination. Program offerings are reviewed periodically and adjusted based on participation levels, community interest, and operational capacity.

3.4.2.3.1. Scheduling Procedures:

- 3.4.2.3.1.1. All instructional sessions are scheduled through the Pro Shop or designated reservation system;
- 3.4.2.3.1.2. Lesson times are coordinated with the tee sheet to avoid conflicts with peak play periods;
- 3.4.2.3.1.3. Group instruction and clinics are scheduled

during off-peak hours when possible to reduce congestion; and



- 3.4.2.3.1.4.** Practice facility use is coordinated with City golf maintenance personnel to ensure turf protection and safety.

3.4.3. Facility and Space Coordination

- 3.4.3.1.** Instruction may occur on the driving range, practice greens, short game areas, or other designated spaces;
- 3.4.3.2.** Instructors confirm space availability prior to sessions; and
- 3.4.3.3.** Temporary instructional setups (alignment aids, cones, training tools) are removed promptly after use.

3.4.4. Instructor Responsibilities and Professional Standards

3.4.4.1. Instructor Qualifications:

- 3.4.4.1.1.** Instruction is provided by PGA Professionals or appropriately trained instructional staff.
- 3.4.4.1.2.** Instructors maintain required professional certifications and comply with City and Concessionaire policies.

3.4.4.2. Professional Conduct. Instructors are expected to:

- 3.4.4.2.1.** Maintain a professional appearance and demeanor;
- 3.4.4.2.2.** Create a positive, encouraging learning environment;
- 3.4.4.2.3.** Communicate clearly and respectfully with participants;
- 3.4.4.2.4.** Ensure instruction remains safe and age-appropriate; and
- 3.4.4.2.5.** Represent both the Concessionaire and the City positively.

3.4.4.3. Participant Engagement and Customer Service

3.4.4.3.1. Greeting and Orientation

- 3.4.4.3.1.1.** Instructors greet participants at the start of each session;
- 3.4.4.3.1.2.** First-time participants receive a brief orientation covering (i) facility layout, (ii) safety expectations, (iii) equipment requirements and (iv) program objectives.

3.4.4.3.2. Instructional Delivery

- 3.4.4.3.2.1.** Instruction emphasizes fundamentals, enjoyment, and confidence-building;
- 3.4.4.3.2.2.** Teaching methods are adapted to accommodate different learning styles; and



3.4.4.3.2.3. Instructors encourage questions and provide constructive feedback.

3.4.4.3.3. Program Completion and Follow-Up. At the conclusion of each session or series, instructors:

3.4.4.3.3.1. Summarize key takeaways;

3.4.4.3.3.2. Provide practice recommendations; and

3.4.4.3.3.3. Inform participants of future instructional opportunities.

Feedback from participants is encouraged and shared with management for program refinement.

3.4.5. Junior Golf Program Operations

3.4.5.1. Purpose. Junior golf programs introduce young players to the game in a structured, safe, and supportive environment, promoting long-term participation and community engagement.

3.4.5.2. Operational Procedures.

3.4.5.2.1. Junior programs are age-appropriate and structured around skill progression;

3.4.5.2.2. Instructor-to-participant ratios are maintained at safe and effective levels;

3.4.5.2.3. Attendance is monitored and documented and

3.4.5.2.4. Parents or guardians receive clear communication regarding schedules, expectations, and safety protocols.

3.4.6. Safety and Risk Management

3.4.6.1. Safety Standards

3.4.6.1.1. Safety briefings are conducted at the start of group sessions;

3.4.6.1.2. Instructors monitor spacing and ball flight at all times; and

3.4.6.1.3. Participants are reminded to remain aware of surroundings and follow instructions.

3.4.6.2. Incident Response

3.4.6.2.1. Any injury, unsafe condition, or behavioral issue is reported immediately to management;

3.4.6.2.2. Incidents are documented in accordance with operational protocols; and

3.4.6.2.3. Instruction may be paused or modified to address safety concerns.





3.4.7. Financial Controls and Reporting

3.4.7.1. Lesson Sales and Payments

- 3.4.7.1.1. All instructional fees are processed through the POS system;
- 3.4.7.1.2. Cash handling follows established financial control procedures; and
- 3.4.7.1.3. Lesson packages and prepaid programs are tracked to ensure accurate fulfillment.

3.4.7.2. Reporting and Review

- 3.4.7.2.1. Participation levels, revenue, and feedback are reviewed periodically; and
- 3.4.7.2.2. Management evaluates program performance to guide scheduling, staffing, and program development.

3.4.8. Integration with Golf Operations. Instructional programs are coordinated with daily golf operations to ensure:

- 3.4.8.1. Minimal disruption to play;
- 3.4.8.2. Alignment with course conditions; and
- 3.4.8.3. Clear communication between instructors, Pro Shop staff and Outside Services.

3.4.9. Continuous Improvement and Program Review. Instructional programs are reviewed regularly to assess:

- 3.4.9.1. Participation trends;
- 3.4.9.2. Customer feedback;
- 3.4.9.3. Operational impacts; and
- 3.4.9.4. Alignment with community needs.

Adjustments are made to improve accessibility, effectiveness, and guest satisfaction.

4. FOOD, BEVERAGE AND BANQUET OPERATIONS

4.1. Overview and Operating Philosophy. Food, Beverage, and Banquet operations at Ladera Golf Course serve both golfers and the broader community and are an important component of the facility's customer experience, financial performance, and community engagement. These operations must balance hospitality, efficiency, food safety, liquor compliance, and coordination with golf operations. The Concessionaire's approach emphasizes consistent execution through training and procedure, ensuring that guests receive prompt, courteous service while maintaining compliance with all City, State of New Mexico, and regulatory requirements. Food and Beverage staff are trained to understand not only their tasks, but how their work integrates with golf operations, Outside Services,



and banquet scheduling.

4.2. Café Opening Procedures

4.2.1. Purpose. Opening procedures ensure that the café is safe, clean, properly stocked, and operational prior to serving guests. The opening team member is responsible for confirming readiness of cooking equipment, refrigeration, POS systems, and coordination with the Pro Shop regarding expected volume and events.

4.2.2. Opening Checklist and Procedures

4.2.2.1. Pre-Shift and Facility Preparation

- 4.2.2.1.1. Enter the building through the designated entrance;
- 4.2.2.1.2. Punch in using the time clock;
- 4.2.2.1.3. Turn on lights in the café and kitchen areas;
- 4.2.2.1.4. Turn on all required cooking equipment, including the (i) grill, (ii) hood fan, (iii) warmer and (iv) hot dog roller;
- 4.2.2.1.5. Take temperatures of all refrigerators and freezers and record readings on the temperature log in accordance with food safety requirements;
- 4.2.2.1.6. Retrieve the cash drawer, count the starting bank to verify accuracy, and place the drawer into the register per cash-handling policy;
- 4.2.2.1.7. Check with the Pro Shop regarding (i) expected volume of play for the day, and (ii) tournaments, leagues or special events that may impact demand;
- 4.2.2.1.8. Prepare coffee service and place creamers, sweeteners, and condiments in designated areas;
- 4.2.2.1.9. Fill the ice bin for beverage service; and
- 4.2.2.1.10. Unlock all exterior doors for customers and guests at the designated opening time.

4.2.2.2. Operational Notes. Any equipment malfunction, temperature variance, or cash discrepancy must be reported to the Food & Beverage Manager or on-duty supervisor immediately and documented in the daily log.

4.3. Guest Greeting and Service Standards (Café)

4.3.1. Purpose. Café staff are trained to provide prompt, friendly, and attentive service, recognizing that many guests are on a time schedule tied to tee times. Efficiency and hospitality must coexist.

4.3.2. Greeting and Interaction Procedures.

- 4.3.2.1. Remain present and alert to all guests within the café;
- 4.3.2.2. Greet each guest with a friendly greeting and a smile.
 - 4.3.2.2.1. “Good Morning” before noon;
 - 4.3.2.2.2. “Good Afternoon” from noon to 6:00 p.m; and



- 4.3.2.2.3.** "Good Evening" from 6:00 p.m. until closing;
- 4.3.2.3.** Ask all guests, "How can I assist you?";
- 4.3.2.4.** When appropriate, direct guests to the Pro Shop or Outside Services for check-in or cart staging; and
- 4.3.2.5.** After assisting the guest, thank them and wish them a pleasant day.

4.4. Café / Restaurant Guest Service Procedures

4.4.1. Order Taking and POS Procedures

- 4.4.1.1.** Take the customer's order and enter it into the POS system promptly;
- 4.4.1.2.** Repeat the order back to the guest to confirm accuracy, especially if special requests are made;
- 4.4.1.3.** Ask for the guest's name when appropriate (particularly during busy periods) and indicate whether the order is for dine-in or to-go;
- 4.4.1.4.** Offer appropriate upsell items (e.g., chips, beverages) without pressure;
- 4.4.1.5.** Inform the guest of their total prior to payment;
- 4.4.1.6.** Use a counterfeit detection pen on all bills of \$20 or greater; and
- 4.4.1.7.** Count back change to the guest and thank them for their order.

4.4.2. Food and Beverage Preparation

- 4.4.2.1.** Provide the order ticket to the cook or kitchen station;
- 4.4.2.2.** Prepare beverages promptly so guests receive drinks before leaving the counter;
- 4.4.2.3.** Prepare food strictly according to menu specifications and food safety standards;
- 4.4.2.4.** When the order is complete:
 - 4.4.2.4.1.** Call the guest by name (e.g., "Mr. Smith, your order is ready"), or
 - 4.4.2.4.2.** Deliver the order to the guest's table when appropriate.
- 4.4.2.5.** Direct guests to silverware, condiments, and seating areas as needed.

4.5. Café Daily Duties and Ongoing Task

- 4.5.1. Purpose.** Daily duties ensure that the café remains clean, stocked, and operational throughout service hours without compromising guest service

4.5.2. Daily Duties Checklist.

- 4.5.2.1.** Restock front-of-house items throughout the day, including condiments, sodas, beer, chips, candy, paper goods, and napkins;
- 4.5.2.2.** Restock the sandwich preparation table as needed (meats, cheeses, produce, eggs, potatoes);
- 4.5.2.3.** Prepare burrito mix for the following day;
- 4.5.2.4.** Prepare salads as needed based on volume;
- 4.5.2.5.** Receive and check in deliveries to (i) verify all items are present and in good condition and (ii) date, rotate, and store produce properly;
- 4.5.2.6.** Clear and wipe tables regularly;
- 4.5.2.7.** Load and unload the dish machine as needed and store clean dishes;

- 4.5.2.8. Sweep and mop floors as necessary throughout the day;
- 4.5.2.9. Remove trash and break down boxes as needed; and
- 4.5.2.10. Monitor the counter continuously to ensure guest service is not negatively impacted while side work is being completed.

4.6. Café Closing Procedures

4.6.1. Purposes. Closing procedures ensure the café is clean, secure and financially reconciled, and that food safety and liquor control standards are maintained.

4.6.2. Closing Checklist and Procedures

- 4.6.2.1. Turn off all cooking equipment and ventilation fans;
- 4.6.2.2. Clean the grill and all cooking surfaces;
- 4.6.2.3. Run the final load of utensils through the dish machine;
- 4.6.2.4. Drain and close the dish room;
- 4.6.2.5. Sweep and mop all floors;
- 4.6.2.6. Remove the final load of trash;
- 4.6.2.7. Count the cash drawer and record totals on the cash count sheet;
- 4.6.2.8. Close the register following step-by-step POS prompts;
- 4.6.2.9. Staple all daily paperwork together;
- 4.6.2.10. Place the deposit and paperwork in the drop bag and deposit it into the safe;
- 4.6.2.11. Confirm that the safe and liquor room doors are closed and secured;
- 4.6.2.12. Turn off lights if the last staff member exiting;
- 4.6.2.13. Lock all exterior doors and notify the Pro Shop that the café is secure; and
- 4.6.2.14. Punch out using the time clock.

5. BANQUET AND EVENT OPERATIONS

5.1. Banquet and Event Operations

5.1.1. Overview. Banquet and event operations support tournaments, community gatherings, and private events. These activities are scheduled, executed, and closed out in coordination with golf operations, the Pro Shop, and City requirements.

5.1.2. Banquet Operations Procedures.

- 5.1.2.1. All banquet bookings are documented through written agreements outlining services, pricing and deposits ;
- 5.1.2.2. The Banquet Manager coordinates event details, including menus, setup, staffing, and timelines;
- 5.1.2.3. Deposits and payments are collected in accordance with established financial controls and documented for reporting;
- 5.1.2.4. On event days:
 - 5.1.2.4.1. Staff arrive early for setup;
 - 5.1.2.4.2. Rooms are configured according to the Banquet Event Order; and



5.1.2.4.3. Food and beverage service follows approved menus and service standards;

5.1.2.5. After events:

5.1.2.5.1. Spaces are cleaned and reset;

5.1.2.5.2. Any incidents or client feedback are documented; and

5.1.2.5.3. Final invoices are reconciled and reported.

5.1.3. Professional Conduct and Compliance. Food, Beverage, and Banquet staff are expected to:

5.1.3.1. Maintain valid alcohol server and food handler permits;

5.1.3.2. Follow all food safety, health, and liquor regulations;

5.1.3.3. Maintain a professional appearance and courteous demeanor;

5.1.3.4. Coordinate respectfully with golf operations and City personnel; and

5.1.3.5. Document and report incidents, shortages, or safety concerns promptly.

6. SIGNATURE COMMUNITY PROGRAMMING OPERATIONS

6.1. Overview and Purpose. Signature community programs, including live-music patio events such as *Thirsty Thursday Nights*, are treated as formal operational extensions of Ladera Golf Course rather than informal promotions. These programs are designed to enhance community engagement, increase food and beverage activity, and reinforce Ladera's role as a welcoming public gathering place, while remaining subordinate to the facility's primary golf mission.

6.2. Planning and Pre-Event Coordination. All signature events are planned in advance using a structured approach that addresses:

6.2.1. Event scope, timing, and anticipated attendance;

6.2.2. Staffing levels for food, beverage, and operations;

6.2.3. Coordination with golf operations to avoid interference with play;

6.2.4. Security considerations appropriate to event size and duration;

6.2.5. noise management and directional sound control; and

6.2.6. Customer flow, including access, seating, and egress.

Event details are reviewed by supervisory staff prior to execution to ensure alignment with City policies, permit requirements, and operational capacity.

6.3. Event-Day Operations and Oversight

6.3.1. Supervisors are present during events to monitor service quality, crowd flow, and safety;

6.3.2. Staff are assigned clearly defined roles (service, cleanup, customer assistance);

6.3.3. Alcohol service follows all liquor control procedures and responsible service standards;

6.3.4. Noise levels are monitored and adjusted as needed to remain appropriate for a municipal facility; and



6.3.5. Any incidents, guest feedback, or operational issues are documented and reviewed after the event.

6.4. Post-Event Review. Following each event, management reviews:

6.4.1. Staffing adequacy;

6.4.2. Sales performance;

6.4.3. Guest feedback; and

6.4.4. Safety or operational issues.

Lessons learned are incorporated into future event planning to support continuous improvement.

7. MARKETING SUPPORT (OPERATIONAL ROLE)

7.1. Overview and Purpose. While marketing strategy is addressed separately, operations staff play a critical role in supporting marketing by delivering the experience that is promoted. The credibility of marketing efforts depends on consistent execution at the operational level.

7.2. Operational Responsibilities

7.2.1. Employees are trained to be familiar with current events, promotions, and programs;

7.2.2. Staff answer guest questions accurately and direct guests to appropriate services;

7.2.3. Service delivery is expected to align with advertised offerings and schedules;

7.2.4. Operational staff provide feedback to management regarding guest responses to promotions and programs.

7.3. Visibility and Live-Stream Initiatives. Approved visibility initiatives, such as live-stream cameras, are treated as ambient engagement features intended to showcase course activity and the surrounding environment. These tools are not used for surveillance or employee monitoring.

7.3.1. Camera placement and usage comply with applicable privacy standards;

7.3.2. Employees are informed of camera locations and purposes; and

7.3.3. Content is passive and observational in nature, focused on atmosphere rather than individuals.

8. TECHNOLOGY AND DATA USE

8.1. Overview and Purpose. Technology systems support efficient operations and informed decision-making. Data is used to improve staffing, scheduling, and customer experience—not as a disciplinary or punitive tool.

8.2. Operational Use of Technology

8.2.1. Reservation and tee sheet systems manage daily play and event scheduling;



- 8.2.2. POS systems support accurate transactions and reporting; and
- 8.2.3. Participation, sales, and usage data are reviewed regularly by management.

8.3. Data Review and Continuous Improvement

- 8.3.1. Data is analyzed to identify trends related to peak periods, staffing needs, and guest preferences;
- 8.3.2. Findings inform scheduling adjustments, inventory planning, and service enhancements; and
- 8.3.3. Feedback loops are maintained so employees understand how data supports operational improvements.

9. STAFFING, SCHEDULING AND WORKFORCE PRACTICES

- 9.1. **Overview and Purpose.** Staffing practices are designed to ensure fairness, consistency, and operational resilience while maintaining compliance with City requirements and budget constraints.

9.2. Scheduling Practices

- 9.2.1. Employee schedules remain unchanged and are incorporated verbatim into this Manual;
- 9.2.2. Supervisors monitor attendance, punctuality, and workload distribution; and
- 9.2.3. Scheduling adjustments are made as needed to respond to volume, events, or operational demands.

9.3. Workforce Management and Cross-Training

- 9.3.1. Cross-training is encouraged to improve flexibility and continuity of service;
- 9.3.2. Team members may be trained to assist in multiple operational areas consistent with their role and qualifications; and
- 9.3.3. Performance monitoring focuses on coaching and development rather than punishment.

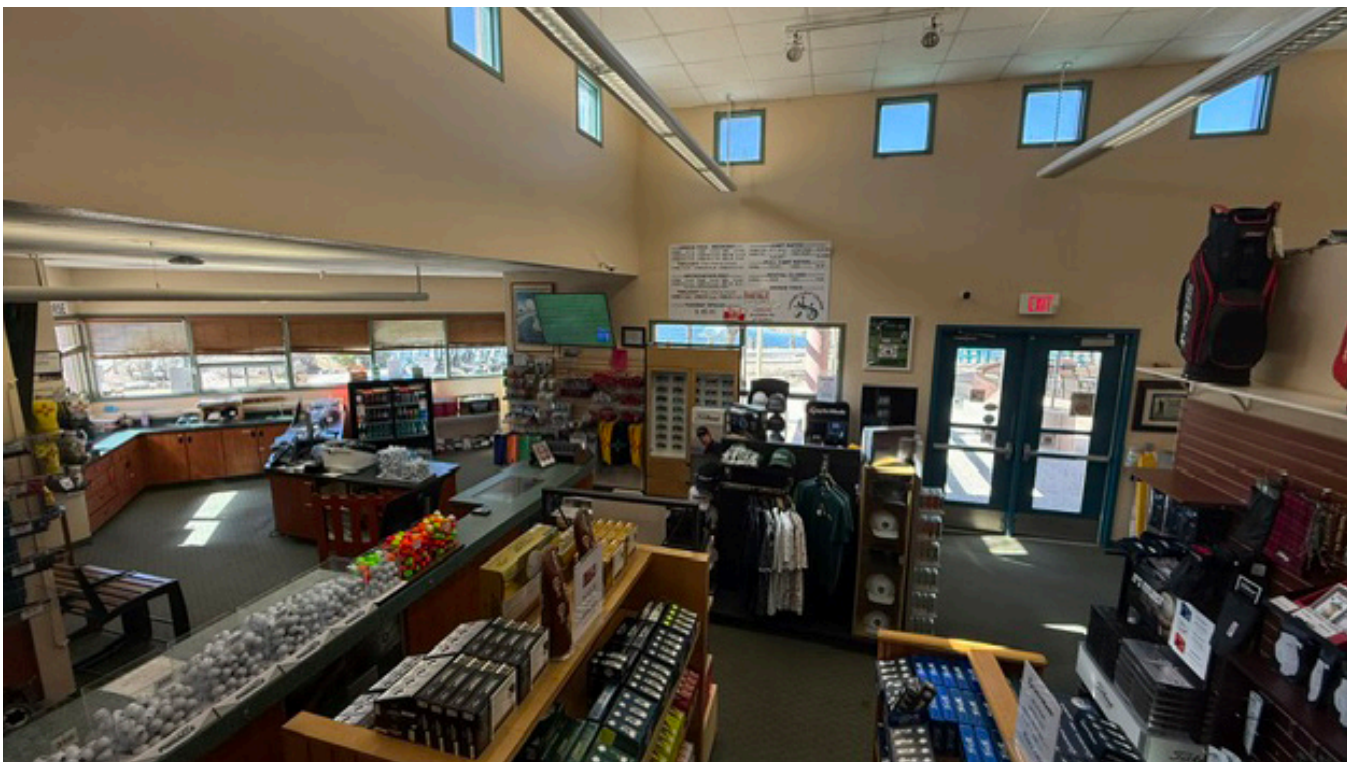
- 9.4. **Professional Conduct and Equity.** Supervisors are expected to:

- 9.4.1. Apply policies consistently;
- 9.4.2. Address performance issues constructively;
- 9.4.3. Recognize strong performance; and
- 9.4.4. Foster a respectful, inclusive workplace.



Staffing Matrix

Golf Operations	Mon	Tue	Wed	Thu	Fri	Sat	Sun
March/October							
Head Golf Pro	-	On	On	On	On	On	-
Assistant Golf Pro	On	-	-	On	On	On	On
Shop Clerk	7:00-1:00	7:00-1:00	12:00-6:00	-	-	-	-
Shop Clerk	-	-	7:00-1:00	7:00-1:00	12:00-6:00	-	-
Shop Clerk	12:00-6:00	-	-	-	7:00-1:00	7:00-1:00	-
Shop Clerk	-	12:00-6:00	-	12:00-6:00	-	-	7:00-1:00
Shop Clerk	-	-	-	10:00-3:00	-	12:00-6:00	10:00-3:00
Shop Clerk	-	-	-	-	10:00-3:00	10:00-3:00	12:00-5:00
Outside Service	7:00-1:00	7:00-1:00	-	10:00-3:00	-	7:00-1:00	-
Outside Service	-	-	7:00-1:00	7:00-1:00	-	-	-
Outside Service	-	-	-	-	7:00-1:00	10:00-3:00	10:00-3:00
Outside Service	12:00-6:00	12:00-6:00	-	-	-	-	7:00-1:00
Outside Service	-	-	12:00-6:00	12:00-6:00	10:00-3:00	-	-
Outside Service	-	-	-	-	12:00-6:00	12:00-6:00	12:00-6:00
Starter/Marshal	-	-	9:00-5:00	-	-	-	-
Starter/Marshal	-	-	-	9:00-5:00	-	-	9:00-5:00
Starter/Marshal	-	9:00-5:00	-	-	9:00-5:00	-	-
Starter/Marshal	-	-	-	-	-	9:00-5:00	-





Staffing Matrix

Golf Operations

Golf Operations	Mon	Tue	Wed	Thu	Fri	Sat	Sun
January/February/ November/December							
Head Golf Pro	-	On	On	On	On	On	-
Assistant Golf Pro	On	On	-	-	On	On	On
Shop Clerk	7:00-12:00	7:00-12:00	12:00-5:00	-	-	-	-
Shop Clerk	-	-	7:00-12:00	7:00-12:00	12:00-5:00	-	-
Shop Clerk	12:00-5:00	-	-	-	7:00-12:00	7:00-12:00	-
Shop Clerk	-	12:00-5:00	-	12:00-5:00	-	-	7:00-12:00
Shop Clerk	-	-	-	-	-	12:00-5:00	-
Shop Clerk	-	-	-	-	-	-	12:00-5:00
Outside Service	7:00-12:00	7:00-12:00	-	-	-	7:00-12:00	-
Outside Service	-	-	7:00-12:00	7:00-12:00	-	-	-
Outside Service	-	-	-	-	7:00-12:00	7:00-12:00	-
Outside Service	12:00-5:00	12:00-5:00	-	-	-	-	7:00-12:00
Outside Service	-	-	12:00-5:00	12:00-5:00	-	-	-
Outside Service	-	-	-	-	12:00-5:00	12:00-5:00	12:00-5:00
Starter/Marshal	-	-	-	-	-	10:00-4:00	-
Starter/Marshal	-	-	-	-	-	-	10:00-4:00

Golf Operations	Mon	Tue	Wed	Thu	Fri	Sat	Sun
April/September							
Head Golf Pro	-	On	On	On	On	On	-
Assistant Golf Pro	On	-	-	On	On	On	On
Shop Clerk	6:00-1:00	6:00-1:00	1:00-7:00	-	-	-	-
Shop Clerk	9:00-4:00	-	6:00-1:00	6:00-1:00	1:00-7:00	-	-
Shop Clerk	1:00-7:00	9:00-4:00	-	-	6:00-1:00	6:00-1:00	-
Shop Clerk	-	1:00-7:00	-	1:00-7:00	-	-	6:00-1:00
Shop Clerk	-	-	-	9:00-4:00	9:00-4:00	1:00-7:00	9:00-4:00
Shop Clerk	-	-	9:00-4:00	-	-	9:00-4:00	1:00-7:00
Outside Service	6:00-1:00	6:00-1:00	1:00-7:00	-	-	-	-
Outside Service	11:00-5:00	-	6:00-1:00	6:00-1:00	1:00-7:00	-	-
Outside Service	1:00-7:00	11:00-5:00	-	-	6:00-1:00	6:00-1:00	-
Outside Service	-	1:00-7:00	-	1:00-7:00	-	-	6:00-1:00
Outside Service	-	-	-	11:00-5:00	11:00-5:00	1:00-7:00	11:00-5:00
Outside Service	-	-	11:00-5:00	-	-	11:00-5:00	1:00-7:00
Starter/Marshal	9:00-5:00	-	9:00-5:00	-	-	-	-
Starter/Marshal	-	-	-	9:00-5:00	-	-	9:00-5:00
Starter/Marshal	-	9:00-5:00	-	-	9:00-5:00	-	-

Starter/Marshal	-	-	-	-	-	9:00-5:00	-
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Golf Operations	Mon	Tue	Wed	Thu	Fri	Sat	Sun
May/June/July/August							
Head Golf Pro	-	On	On	On	On	On	-
Assistant Golf Pro	On	-	-	On	On	On	On
Shop Clerk	5:00-1:00	5:00-1:00	1:00-8:00	-	-	-	-
Shop Clerk	8:00-4:00	-	5:00-1:00	5:00-1:00	1:00-8:00	-	-
Shop Clerk	1:00-8:00	8:00-4:00	-	-	5:00-1:00	5:00-1:00	-
Shop Clerk	-	1:00-8:00	-	1:00-8:00	-	-	5:00-1:00
Shop Clerk	-	-	-	8:00-4:00	-	1:00-8:00	8:00-4:00
Shop Clerk	-	-	8:00-4:00	-	8:00-4:00	8:00-4:00	1:00-8:00
Outside Service	5:00-1:00	5:00-1:00	1:00-8:00	-	-	-	-
Outside Service	11:00-7:00	-	5:00-1:00	5:00-1:00	1:00-8:00	-	-
Outside Service	1:00-8:00	11:00-7:00	-	-	5:00-1:00	5:00-1:00	-
Outside Service	-	1:00-8:00	-	1:00-8:00	-	-	5:00-1:00
Outside Service	-	-	-	11:00-7:00	-	1:00-8:00	11:00-7:00
Outside Service	-	-	11:00-7:00	-	11:00-7:00	11:00-7:00	1:00-8:00
Starter/Marshal	9:00-5:00	-	9:00-5:00	-	-	-	-
Starter/Marshal	-	-	-	9:00-5:00	-	-	9:00-5:00
Starter/Marshal	-	9:00-5:00	-	-	9:00-5:00	-	-
Starter/Marshal	-	-	-	-	-	9:00-5:00	-

Food & Beverage Operations

Food & Beverage	Mon	Tue	Wed	Thu	Fri	Sat	Sun
January/February/ November/December							
F&B Mgr	-	-	On	On	On	On	-
Banquet Mgr	On	On	-	-	-	On	On
Cook/Server	7:00-12:00	7:00-12:00	12:00-5:00	-	-	-	-
Cook/Server	-	-	7:00-12:00	7:00-12:00	12:00-5:00	-	-
Cook/Server	12:00-5:00	-	-	-	7:00-12:00	7:00-12:00	-
Cook/Server	-	12:00-5:00	-	12:00-5:00	-	-	7:00-12:00
Cook/Server	-	-	-	-	-	12:00-5:00	-
Cook/Server	-	-	-	-	-	-	12:00-5:00
Cook/Server	-	-	-	-	-	-	-
Cook/Server	-	-	-	-	-	-	-
Bartender/ Beverage Cart	10:00-3:00	-	10:00-3:00	-	-	10:00-3:00	-
Bartender/ Beverage Cart	-	10:00-3:00	-	10:00-3:00	-	-	-
Bartender/ Beverage Cart	-	-	-	-	10:00-3:00	-	10:00-3:00





Food & Beverage	Mon	Tue	Wed	Thu	Fri	Sat	Sun
March/October							
F&B Mgr	-	On	On	On	On	On	-
Banquet Mgr	On	-	-	-	-	On	On
Cook/Server	7:00-12:00	7:00-12:00	12:00-5:00	-	-	-	-
Cook/Server	-	-	7:00-12:00	7:00-12:00	12:00-5:00	-	-
Cook/Server	12:00-5:00	-	-	-	7:00-12:00	7:00-12:00	-
Cook/Server	-	12:00-5:00	-	12:00-5:00	-	-	7:00-12:00
Cook/Server	-	-	-	-	-	12:00-5:00	-
Cook/Server	-	-	-	-	-	-	12:00-5:00
Cook/Server	-	-	-	-	-	-	-
Cook/Server	-	-	-	-	-	-	-
Bartender / Beverage Cart	9:00 - 4:00	-	9:00 - 4:00	-	-	9:00 - 4:00	-
Bartender / Beverage Cart	-	9:00 - 4:00	-	9:00 - 4:00	-	-	-
Bartender / Beverage Cart	-	-	-	-	9:00 - 4:00	-	9:00 - 4:00

Food & Beverage	Mon	Tue	Wed	Thu	Fri	Sat	Sun
April/September							
F&B Mgr	-	-	On	On	On	On	On
Banquet Mgr	On	On	-	-	-	On	On
Cook/Server	6:00-12:00	6:00-12:00	12:00-6:00	-	-	-	-
Cook/Server	-	-	6:00-12:00	6:00-12:00	12:00-6:00	-	-
Cook/Server	12:00-6:00	-	-	-	6:00-12:00	6:00-12:00	-
Cook/Server	-	12:00-6:00	-	12:00-6:00	-	-	6:00-12:00
Cook/Server	-	-	-	-	-	12:00-6:00	-
Cook/Server	-	-	-	-	9:00 - 4:00	-	12:00-6:00
Cook/Server	-	-	-	-	-	9:00 - 4:00	9:00 - 4:00
Cook/Server	-	-	-	-	-	-	-
Bartender / Beverage Cart	9:00 - 4:00	-	9:00 - 4:00	-	-	9:00 - 4:00	-
Bartender / Beverage Cart	-	9:00 - 4:00	-	9:00 - 4:00	-	-	9:00 - 4:00
Bartender / Beverage Cart	-	-	-	-	9:00 - 4:00	-	9:00 - 4:00
Bartender / Beverage Cart	-	-	-	-	9:00 - 4:00	9:00 - 4:00	-





Food & Beverage	Mon	Tue	Wed	Thu	Fri	Sat	Sun
May/June/July/August							
F&B Mgr	-	-	On	On	On	On	On
Banquet Mgr	On	On	-	-	-	On	On
Cook/Server	6:00-1:00	6:00-1:00	12:00-7:00	-	-	-	-
Cook/Server	-	-	6:00-1:00	6:00-1:00	12:00-7:00	-	-
Cook/Server	12:00-7:00	-	-	-	6:00-1:00	6:00-1:00	-
Cook/Server	-	12:00-7:00	-	12:00-7:00	-	-	6:00-1:00
Cook/Server	9:00-5:00	-	-	-	-	12:00-7:00	-
Cook/Server	-	9:00-5:00	-	-	9:00-5:00	-	12:00-7:00
Cook/Server	-	-	-	-	-	9:00-5:00	9:00-5:00
Cook/Server	-	-	9:00-5:00	9:00-5:00	-	-	-
Bartender/ Beverage Cart	9:00-5:00	-	9:00-5:00	-	-	9:00-5:00	-
Bartender/ Beverage Cart	-	9:00-5:00	9:00-5:00	9:00-5:00	-	-	9:00-5:00
Bartender/ Beverage Cart	9:00-5:00	-	-	9:00-5:00	9:00-5:00	-	9:00-5:00
Bartender/ Beverage Cart	-	9:00-5:00	-	-	9:00-5:00	9:00-5:00	-





LADERA GOLF COURSE – CONCESSIONAIRE OPERATIONS

QUALITY CONTROL PROGRAM MANUAL

Quality Control & Compliance Program

1. Quality Assurance Philosophy and Risk Framework

- 1.1. Purpose.** This Quality Control Program (“QCP”) establishes a comprehensive framework to ensure that all Concessionaire operations at the Ladera Golf Course are conducted in compliance with City policy, State law, and the concession agreement, while safeguarding public assets and maintaining the highest standards of service, safety, and accountability.

The Ladera Golf Course is a public asset, and all concession operations are performed in trust for the City and its residents. Quality control is therefore a matter of public stewardship, not merely operational efficiency.

- 1.2. Risk-Based Framework.** The QCP applies a structured, risk-based approach focused on four primary risk domains:

- 1.2.1.** Public Safety Risk – patrons, staff, alcohol service, weather, and events;
- 1.2.2.** Financial and Fiduciary Risk – cash handling, revenue accuracy, reporting integrity;
- 1.2.3.** Compliance Risk – adherence to City manuals, ordinances, contracts, and approvals;
and
- 1.2.4.** Reputational Risk – public trust, equity of access, and City relationships

Controls are designed to prevent failures, detect deviations early, and ensure prompt corrective action.

2. Separation of Duties and Risk Boundaries

- 2.1. Control Objective.** No individual employee may control an entire transaction or operational process from initiation through reconciliation or approval.

- 2.2. Required Separation.** At minimum, separation shall exist between:

- 2.2.1.** Cash collection and deposit reconciliation;
- 2.2.2.** Procurement and invoice approval;
- 2.2.3.** Event coordination and alcohol oversight; and
- 2.2.4.** Maintenance reporting and completion verification

- 2.3. QC Oversight.** QC personnel are responsible for verifying that separation of duties is maintained in practice, identifying informal workarounds, and escalating violations immediately.



3. Compliance Crosswalk: City Manual to QCP Controls

3.1. Compliance Mapping. The Concessionaire shall maintain a formal Compliance Crosswalk mapping:

- 3.1.1.** City Manual requirement;
- 3.1.2.** Corresponding QCP section;
- 3.1.3.** Specific control; and
- 3.1.4.** Required documentation.

This crosswalk will ensure traceability between City policy and Concessionaire practice.

3.2. Updating. The crosswalk shall be reviewed annually and updated whenever City policies, Treasury requirements, or concession agreements change.

4. Standardized Procedures and Employee Training

4.1. Standard Operating Procedures (SOPs). All core functions – including POS operations, alcohol service, tournaments, customer service, safety response, and cash handling – shall be governed by written SOPs.

4.2. Training Requirements. All employees shall receive:

- 4.2.1.** Initial onboarding training;
- 4.2.2.** Role-specific operational training; and
- 4.2.3.** Mandatory refresher training for compliance-sensitive roles

Training emphasizes why controls exist, particularly in a municipal environment.

4.3. Competency Verification. Competency is verified through observation, spot checks, and scenario-based testing.

5. Financial Controls and Fiduciary Safeguards

5.1. Fiduciary Standard. All revenues collected shall be treated as public funds. The Concessionaire acts at all times as a fiduciary of the City.

5.2. Core Financial Controls.

- 5.2.1.** All transactions must be processed through the City-owned POS system;
- 5.2.2.** Daily cash deposits are required seven days per week;
- 5.2.3.** Separate deposits shall be prepared for food & beverage and pro shop revenues; and
- 5.2.4.** Credit or barter accounts are prohibited.

5.3. QC Financial Review. QC staff review POS exception reports, deposit records, and reconciliation summaries and immediately escalate discrepancies.



6. Operational Oversight and Supervision

- 6.1. **Supervisory Accountability.** Each operational area shall have a designated supervisor responsible for compliance with SOPs and staffing adequacy.
- 6.2. **QC Inspections.** QC inspections include scheduled reviews, unannounced spot checks, and event-specific oversight.
- 6.3. **Corrective Action.** All findings shall be documented with assigned responsibility, deadlines, and verification of completion.

7. Safety, Alcohol and Event Risk Controls

- 7.1. **Public Safety Priority.** Public safety supersedes revenue generation and operational convenience.
- 7.2. **Alcohol Service Controls.**
 - 7.2.1. Mandatory server certification;
 - 7.2.2. ID verification and overservice intervention; and
 - 7.2.3. Event-specific alcohol service plans
- 7.3. **Event Risk Management.** All tournaments and special events require City approval and are evaluated for crowd size, staffing, weather, emergency access, and alcohol exposure.

8. Continuous Improvement and City Coordination

- 8.1. **Continuous Improvement.** The QCP incorporates trend analysis, root-cause reviews, employee feedback, and customer complaints to drive improvement.
- 8.2. **City Coordination.** The Concessionaire shall maintain open coordination with the Golf Management Division, Treasury, and Parks & Recreation, including prompt reporting of material issues.
- 8.3. **Annual Review.** The entire QCP shall be reviewed annually and updated in coordination with the City.

9. City Asset Stewardship and POS Governance

- 9.1. **City-Owned Assets.** All POS systems, hardware, software, and peripherals are City property and may be used only for authorized municipal golf operations.
- 9.2. **Prohibited Actions.** Employees may not:
 - 9.2.1. Use POS systems for non-City business;
 - 9.2.2. Install unauthorized software or hardware; nor
 - 9.2.3. Alter configurations without City approval.

- 9.3. **QC Controls.** QC staff audit POS access, item catalogs, pricing integrity, and user permissions regularly.



10. Cash Handling Certification and Treasury Compliance

- 10.1. **Certification.** All employees handling cash, checks, or credit cards must maintain City-required cash-handling certification and pass required testing.
- 10.2. **Deposit Standards.**
- 10.2.1. City Operations dictate daily deposits;
 - 10.2.2. Deposits must be timely and complete; and
 - 10.2.3. No batching or delayed deposits permitted.
- 10.3. **QC Verification.** QC staff verify certification status, deposit timing, and reconciliation accuracy.

11. Tournament Authorization and Fee Integrity

- 11.1. **Approval Requirements.** All tournaments and special events require advance written approval from the Golf Management Division and, where applicable, the Director or CAO.
- 11.2. **Fee Waivers.** Fee waivers or reductions may only be approved by the Director or CAO and must be documented using City-approved forms.
- 11.3. **QC Oversight.** QC staff verify approvals, fee accuracy, POS alignment, and post-event reconciliation.

12. Gift Card, Certificate and Escrow Controls

- 12.1. **Authorized Gift Cards.** Only City-authorized plastic gift cards may be issued. All transactions must be processed through the City POS.
- 12.2. **Legacy Certificates.** Legacy paper gift certificates shall be inventoried, tracked, and reported monthly until redeemed.
- 12.3. **QC Reconciliation.** QC staff perform monthly reconciliations of outstanding gift card and certificate balances.

13. Course Control, Marshalling and Pace-of-Play

- 13.1. **Marshal Staffing.** A minimum of one Course Marshal shall be on duty during peak hours.
- 13.2. **Enforcement Authority.** Marshals are authorized to enforce pace-of-play, grouping, safety, and receipt verification rules.
- 13.3. **QC Monitoring.** QC staff observe enforcement consistency and document deficiencies.

14. Hazardous Weather and Emergency Response

- 14.1. **Suspension of Play.** Play shall be immediately suspended upon hazardous weather alerts. The clubhouse is the designated shelter.
- 14.2. **Resumption of Play.** Play may resume only after authorized all-clear signals.
- 14.3. **QC Review.** QC staff review responses following weather or emergency incidents.

15. Records Retention, Reporting and Audit Readiness

- 15.1. **Documentation.** All operational, financial, training, and compliance records shall be complete, accurate, and retained in accordance with City and State requirements.
- 15.2. **Audit Cooperation.** Records shall be made available promptly upon City request. QC staff coordinate audit responses.

16. Public Equity, Access and Conduct Compliance

- 16.1. **Equity Standard.** All rules governing conduct, access, pricing, and complimentary play shall be enforced uniformly and without discrimination.
- 16.2. **Complimentary Play Controls.** Complimentary play is strictly limited, documented, and may not displace paying customers.
- 16.3. **QC Oversight.** QC staff monitor complaints, enforcement consistency, and public-trust concerns.

CONCLUSION

This Quality Control Program establishes a comprehensive, City-aligned, and audit-ready framework for municipal golf course concession operations. By integrating fiduciary controls, public safety priorities, and continuous improvement, the program ensures that the Concessionaire shall operate as a trusted steward of City assets while delivering high-quality public golf experiences consistent with the City of Albuquerque's policies and expectations.



Quality Control Inspection Checklists

A. Daily Operations QC Checklist

a. Cash & POS

- i. ☐ All sales processed through City POS (no manual receipts)
- ii. ☐ POS exception report reviewed
- iii. ☐ No unauthorized discounts or voids
- iv. ☐ Two separate deposits prepared (F&B / Pro Shop)
- v. ☐ Deposit completed same day

b. Course Operations

- i. ☐ Course Marshal on duty during peak hours
- ii. ☐ Pace-of-play enforcement observed
- iii. ☐ Receipt verification conducted at starter/marshal point

c. Safety

- i. ☐ Weather monitoring active
- ii. ☐ Emergency procedures posted and known
- iii. ☐ No unauthorized access to restricted areas

d. Documentation

- i. ☐ Daily Cash Report completed
- ii. ☐ Logs signed and dated

B. Weekly QC Checklist

a. Compliance

- i. ☐ Employee cash-handling certifications verified
- ii. ☐ POS user access reviewed (terminated staff removed)
- iii. ☐ Gift card inventory reconciled

b. Facilities & Assets

- i. ☐ POS hardware intact and City property tags present
- ii. ☐ No unauthorized devices connected

c. Training

- i. ☐ New hires completed required onboarding
- ii. ☐ Refresher needs identified

C. Tournament & Event QC Checklist

a. Pre-Event

- i. ☐ Written City approval on file
- ii. ☐ Fee structure approved and loaded into POS
- iii. ☐ Alcohol service plan approved
- iv. ☐ Staffing and marshal plan adequate

b. During Event

- i. ☐ Alcohol service monitored
- ii. ☐ Crowd control maintained
- iii. ☐ Pace-of-play managed

c. Post-Event

- i. ☐ Fees reconciled to POS
- ii. ☐ Incident reports completed
- iii. ☐ Lessons learned documented

FORMAL COMPLIANCE CROSSWALK

City of Albuquerque Manual → QCP Section → Control Evidence

This crosswalk is designed to demonstrate affirmative compliance, not just policy awareness.

City Manual Requirement	QCP Section	Key Control(s)	Required Evidence
Use of City-owned POS (RecTrac) for all transactions	Section 9 – City Asset Stewardship	Mandatory POS use; no offline sales	POS audit logs; item catalog review
Daily cash deposits (7 days/week)	Section 10 – Cash Handling & Treasury Compliance	Daily dual deposits; no batching	Bank receipts; Daily Cash Reports
Separation of food & beverage vs. pro shop deposits	Section 5 + Section 10	Two-deposit protocol	Deposit slips by revenue category
Cash handling certification every 3 years	Section 10	Certification verification prior to assignment	Training certificates; employee roster
Tournament approval by GMD/Director	Section 11 – Tournament Controls	Written pre-approval required	Approved applications; event files
Fee waivers only by Director/CAO	Section 11	Waiver authority restriction	Signed City waiver forms
Gift cards processed through POS only	Section 12 – Gift Card Controls	POS-only issuance and redemption	Gift card reconciliation reports
Inventory of legacy paper gift certificates	Section 12	Monthly inventory & reporting	Inventory logs; end-of-month packet
Course marshaling during peak hours	Section 13 – Course Control	Minimum marshal staffing	Staffing schedules; QC observation logs
Pace-of-play enforcement	Section 13	Marshal authority & escalation	Incident notes; marshal reports
Hazardous weather suspension of play	Section 14 – Safety Controls	Immediate suspension protocol	Incident logs; staff training records
Alcohol service per NM law & City rules	Section 7 + Section 14	Server certification; oversight	Certification records; event plans
Records available for City audit	Section 15 – Audit Readiness	Centralized records retention	QC files; audit request logs
Uniform enforcement of conduct rules	Section 16 – Public Equity	Non-discriminatory enforcement	Complaint logs; QC reviews

BILL HARVEY GOLF, LLC

LADERA GOLF COURSE – CONCESSIONAIRE OPERATIONS MARKETING & ADVERTISING PLAN

- 1. Marketing Philosophy and Value Proposition.** Ladera Golf Course operates within a municipal environment where marketing is not defined by exclusivity or price maximization, but by value creation, accessibility, and long-term community engagement. BH Golf's marketing philosophy is grounded in the principle that effective golf marketing begins with delivering a consistently positive experience, followed by clear, authentic communication of that experience to the community.

Marketing efforts at Ladera GC are designed to communicate the course's value proposition as a welcoming, affordable, and enjoyable public golf facility supported by professional operations, strong customer service, and thoughtful programming. Promotional initiatives are aligned with the City's stewardship objectives and emphasize ease of access, clarity of information, and fairness to all users.

Rather than relying on advertising alone, BH Golf views marketing as an integrated system encompassing service delivery, staff interaction, programming, and communications. This approach ensures that the experience promoted to the public is consistently reinforced through day-to-day operations.

- 2. Target Market Definition and Segmentation.** BH Golf recognizes that municipal golf users are not a monolithic audience. Effective marketing therefore requires segmentation that allows messaging, programming, and outreach to be tailored to distinct groups within the community.

Exhibit 2-A – Market Segmentation Framework

Segment	Description	Primary Needs	Marketing Focus
Core Local Golfers	Frequent public golfers within the metro area	Consistent conditions, fair pricing, efficient play	Tee-time access, leagues, loyalty
Casual & Recreational Golfers	Infrequent or social golfers	Approachability, enjoyment, pace	Promotions, off-peak offers
Junior & Youth Golfers	Juniors, students, families	Instruction, affordability, safety	Clinics, camps, family messaging
Instructional Participants	New or improving golfers	Learning environment, encouragement	Lessons, clinics, beginner programs
Community & Event Guests	Non-golfing patrons	Social experience, entertainment	Events, F&B, community nights

This segmentation ensures marketing resources are deployed efficiently and equitably, supporting both core users and growth audiences without compromising the public mission of the facility.

3. **Integrated Marketing Channels and Communications Strategy.** Marketing at Ladera GC will be executed through an integrated mix of digital, on-site, and community-based channels, coordinated to reinforce consistent messaging and awareness.

Exhibit 3-B – Integrated Marketing Channels

Channel	Purpose	Primary Content
City Communication Platforms	Broad public awareness	Course updates, programs, events
Social Media (Facebook, Instagram, X)	Engagement & visibility	Events, promotions, course imagery
YouTube Short-Form Instructional Series	Skill development & brand authority	Tips, fundamentals, junior content
Email Marketing	Direct communication	Tee-time offers, leagues, clinics
On-Site Signage	Point-of-experience	Programs, events, reminders
Community Partnerships	Outreach & access	Youth, nonprofit, civic engagement
Regional Hospitality Partners	Tourism & visitor outreach	Golf packages, banquet offerings

Marketing content will be intentionally coordinated across channels so that promotions, programming, and messaging are reinforced consistently regardless of how a customer encounters the course.

3.1. Digital Engagement – YouTube Short-Form Instructional Series. BH Golf will launch and maintain a short-form instructional video series distributed primarily through YouTube Shorts and cross-promoted on Instagram Reels and Facebook.

3.1.1. Objectives:

- 3.1.1.1. Position Ladera as an accessible instructional hub;
- 3.1.1.2. Promote beginner-friendly engagement;
- 3.1.1.3. Increase lesson bookings and range utilization; and
- 3.1.1.4. Highlight junior programming and inclusivity.

3.1.2. Content Structure:

- 3.1.2.1. 30-60 second instructional clips;
- 3.1.2.2. “Tip of the Week”;
- 3.1.2.3. Beginner fundamentals;
- 3.1.2.4. Junior golf highlights;
- 3.1.2.5. Course strategy insights specific to Ladera GC; and
- 3.1.2.6. Seasonal playing-condition tips.



Videos will feature PGA professionals and instructional staff, reinforcing credibility and professional standards. Content will remain instructional and welcoming in tone, avoiding technical elitism.

Each video will include:

- 3.1.2.7.** Clear Ladera branding;
- 3.1.2.8.** Call-to-action (Book a lesson/Visit Ladera GC); and
- 3.1.2.9.** Cross-link to tee time booking and programming.

This initiative supports long-term participation growth by lowering barriers to entry and establishing BH Golf as a trusted instructional resource within the Albuquerque market.

- 4. Service as Core Marketing Driver.** BH Golf recognizes that service delivery is the most influential form of marketing in municipal golf. Word-of-mouth remains the most effective driver of repeat play and new participation, particularly within local communities.

Accordingly, frontline staff, including Pro Shop personnel, starters, marshals, outside service team members, and food and beverage staff, are trained to understand current programs, events, and promotions. Every interaction shapes a patron's perception of the course and influences whether they return or recommend Ladera GC to others. Staff interactions are therefore designed to reinforce a welcoming environment, encourage return visits, and ensure that the experience delivered aligns with marketing communications.

This service-driven marketing approach supports organic word-of-mouth promotion, aligns with BH Golf's broader philosophy that trust and familiarity are the foundation of repeat participation in municipal golf, and is fully integrated with the Operations and Training Manual (Appendix 2), ensuring consistency between what is promoted and what is delivered.

- 5. Playability and Course Conditions (Collaborative Focus on Golfer Experience).** BH Golf recognizes and affirms that course maintenance and agronomic decisions are the responsibility of the City of Albuquerque's golf maintenance division, whose professional expertise and stewardship are fundamental to the quality of play at Ladera GC. From a marketing and customer-experience perspective, BH Golf emphasizes continued collaboration with City maintenance staff to ensure that promotional messaging accurately reflects the golfer experience delivered through City-maintained conditions. Golfers who perceive the course as fair, playable, and enjoyable are more likely to return and to recommend the facility to others.

Accordingly, BH Golf shall ensure:

- 5.1.** marketing messaging is aligned with the experience made possible through City-maintained course conditions;
- 5.2.** it shares customer feedback and participation trends with the City where such information may be helpful; and

5.3. any course setup adjustments or changes shall be reviewed, approved, and implemented by the City, with BH Golf deferring fully to the City's authority and professional judgment.

This collaborative posture reinforces public trust and avoids over-promising or misalignment between marketing and on-course conditions.

6. Brand Positioning and Messaging. Ladera GC is marketed as a high-value, community-oriented municipal golf facility that complements the City of Albuquerque's broader portfolio of public courses. Rather than competing on exclusivity or price alone, Ladera's brand emphasizes:

- 6.1.** enjoyable and playable conditions;
- 6.2.** friendliness and approachability;
- 6.3.** accessibility and affordability consistent with municipal objectives;
- 6.4.** community connection and inclusive programming; and
- 6.5.** a distinctly New Mexican setting and atmosphere.
- 6.6.** Messaging focuses on enjoyment, value, and public benefit.

This positioning supports Ladera's natural role within the municipal system while reinforcing positive perceptions of City-owned golf facilities overall.

7. Programming and Experiential Marketing (Thirsty Thursdays (Nights)). Signature programs and events are treated as formal marketing initiatives rather than ancillary activities. Events such as live-music patio nights, instructional programs, junior initiatives, and leagues serve both participation and visibility objectives.

7.1. Thirsty Thursdays (Nights). A cornerstone of Ladera GC's marketing success has been Thirsty Thursdays (nights) live music series, held on the patio beginning in the spring and continuing through the summer and into late fall, weather permitting. These live music and dancing events have:

- 7.1.1.** Driven strong food, beverage, and alcohol sales;
- 7.1.2.** Created a consistent weekly community destination;
- 7.1.3.** Proven to be unique among municipal golf courses; and
- 7.1.4.** Attracted attendees outside the golfing community who attend solely for live music, dancing, and social engagement.

Importantly, **Thirsty Thursdays** complement the golf mission by enhancing community visibility and introducing new visitors to the facility while reinforcing Ladera GC's role as a community asset.

7.2. Annual Ladera Long-Drive Championship & Skills Festival. BH Golf will establish an annual (and potentially semi-annual) Ladera Long-Drive Championship & Skills Festival, hosted under the Ladera lights at the driving range.

7.2.1. Benefits to Ladera GC (including but not limited to):

- 7.2.1.1.** Create a signature competitive community event;
- 7.2.1.2.** Drive range usage and visibility;

- 7.2.1.3. Attract both golfers and non-golfers;
- 7.2.1.4. Generate incremental food, beverage and alcohol revenue; and
- 7.2.1.5. Strengthen vendor relationships:

7.2.2. Event Structure:

- 7.2.2.1. Multiple divisions (Men, Women, Senior, Junior);
- 7.2.2.2. Qualifying rounds and finals;
- 7.2.2.3. Distance measurement with leaderboard display;
- 7.2.2.4. Skills competitions (accuracy challenge, junior longest drive, etc.);
- 7.2.2.5. Live music or DJ; and
- 7.2.2.6. Food and beverage promotions tied to the event.

7.2.3. Vendor Sponsorship Integration: BH Golf will seek sponsorship support from key vendors, including:

- 7.2.3.1. Golf equipment sponsors;
- 7.2.3.2. Retail apparel stocked brands;
- 7.2.3.3. Beverage distributors; and
- 7.2.3.4. Local business partners.

Sponsors may provide:

- 7.2.3.5. Promotional gifts;
- 7.2.3.6. Branded prizes;
- 7.2.3.7. Equipment giveaways;
- 7.2.3.8. Event signage; and
- 7.2.3.9. On-site demo opportunities.

Vendor participation will offset event costs while enhancing prize value and promotional appeal. All sponsorship activities will comply with City policies regarding commercial activity and branding within municipal facilities.

The Long-Drive Championship is intended to become a recurring, community-recognized event that reinforces Ladera's visibility and strengthens partnerships within the regional golf and business community.

8. Innovation and Visibility Initiatives. BH Golf anticipates deploying an innovative, proprietary engagement concept further described in the confidential trade secret section of the RFP response. This concept is designed to enhance visibility, diversify participation, and support food and beverage activity while remaining compatible with municipal golf operations. Approved visibility initiatives, including live-stream cameras placed in select locations consistent with New Mexico privacy laws, will function as ambient features highlighting the course environment, events, and natural setting rather than surveillance tools.

In addition, BH Golf will pursue collaborative marketing partnerships that strengthen regional visibility and cross-promotional opportunities.

8.1. Joint Marketing Partnership with Casino & Hotel. BH Golf will explore strategic joint marketing arrangements with geographically well-positioned gaming, lodging and entertainment venues in the immediate proximity of Ladera GC. The objective of such a partnership is to position Ladera GC as a preferred public golf facility for visitors seeking recreational, corporate or social programming opportunities while remaining consistent with the municipal mission of accessibility and fairness. The nearby venues should reflect significant concentrations of (i) overnight visitors, (ii) regional tourism traffic, (iii) corporate event attendees, (iv) conference participants and (v) entertainment-focused patrons.

8.1.1. Potential Partnership Components:

8.1.1.1. Golf & Stay Packages

- Coordinated lodging and golf tee-time offerings;
- Preferred-rate packages (subject to City approval); and
- Direct booking coordination through hospitality concierge channels.

8.1.1.2. Corporate & Banquet Cross-Referrals. Referral relationships for:

- Corporate retreats;
- Charity tournaments;
- Convention add-on golf programming; and
- Wedding receptions and banquet overflow.

8.1.1.3. Visitor Concierge Integration

- Inclusion in concierge recommendation materials;
- Digital cross-promotion opportunities; and
- Informational placement within guest services platforms (where permitted).

8.1.1.4. Event Collaboration

- Cross-promotion of golf tournaments, long-drive events and live-music patio nights; and
- Coordinated weekend or seasonal programming designed to increase visitor engagement in broader West side corridor.

These partnerships leverage proximity, visitor traffic and event-driven clientele to increase rounds played, banquet utilization and food and beverage activity – without compromising public tee-time access or municipal operating principles.

All joint marketing arrangements would be structured to preserve Ladera GC's public character and equitable access obligations.

8.2. Digital Visibility & Ambient Engagement. Approved visibility initiatives, including limited live-stream camera placements (consistent with New Mexico privacy laws and City approval), may function as ambient engagement features showcasing course atmosphere, special events, and environmental beauty. These features are not surveillance tools and will not monitor employees or patrons.



When integrated with social media, these visibility elements reinforce authenticity and transparency while highlighting community activity.

9. Measurement, Evaluation and Continuous Improvement. Marketing effectiveness will be evaluated through both quantitative and qualitative measures, including:

- 9.1.** Participation trends;
- 9.2.** Event attendance;
- 9.3.** Repeat visitation;
- 9.4.** Customer feedback;
- 9.5.** Revenue by category;
- 9.6.** Social media engagement metrics;
- 9.7.** Video views and instructional engagement;
- 9.8.** Range usage during event promotions;
- 9.9.** Vendor sponsorship participation levels; and
- 9.10.** Cross-referral activity with hospitality partners.

Data will inform programming adjustments, staffing alignment, event scheduling and digital messaging. Metrics will be applied as tools for continuous improvement rather than punitive evaluation, consistent with best practices in municipal operations.

10. Alignment with City of Albuquerque Golf System. All marketing and advertising activities – including digital instruction, experiential events and hospitality partnerships – are structured to support the City of Albuquerque’s broader objectives for its municipal golf system, including accessibility, affordability, inclusivity, and responsible stewardship of public assets.

The addition of digital content, competitive community events and hospitality partnerships is designed to (i) expand participation without compromising public access, (ii) strengthen revenue stability, (iii) increase regional visibility, (iv) reinforce Ladera GC’s identity as a welcoming municipal facility, and (v) support long-term sustainability within the City’s golf portfolio.

Marketing efforts emphasize community value, transparency, and long-term sustainability, ensuring that Ladera Golf Course remains a welcoming public resource serving golfers and non-golfers alike.

City of Albuquerque

Addendum #1

Issued February 11th, 2026

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course



Deadline for Receipt of Proposals: February 30th, 2026: 4:00 p.m. (Mountain Time)

The City eProcurement System will not allow Proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

The purpose of this Addendum is to extend the RFP close date.

The RFP close date of February 20th, 2026 has been moved to February 30th, 2026.

END OF ADDENDUM

Please incorporate the change in this Addendum into the original Proposal document. Offeror must acknowledge receipt of this addendum in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

City of Albuquerque

Addendum #1

Issued February 11th, 2026

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course



Deadline for Receipt of Proposals: March 2nd, 2026: 4:00 p.m. (Mountain Time)

The City eProcurement System will not allow Proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

The purpose of this Addendum is to extend the RFP close date.

The RFP close date of February 20th, 2026 has been moved to March 2nd, 2026.

END OF ADDENDUM

Please incorporate the change in this Addendum into the original Proposal document. Offeror must acknowledge receipt of this addendum in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

City of Albuquerque

Addendum #2 Issued February 25th, 2026

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course



Deadline for Receipt of Proposals: March 13th, 2026: 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

The purpose of this Addendum is to extend the RFP close date.

The RFP close date of March 2nd, 2026 has been extended to March 13th, 2026.

END OF ADDENDUM

Please incorporate the change in this Addendum into the original Proposal document. Offeror must acknowledge receipt of this addendum in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

City of Albuquerque

Addendum #3 Issued February 27th, 2026

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course



Deadline for Receipt of Proposals: March 13th, 2026: 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

**City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division**

The purpose of this Addendum is to provide answers to the questions that were received by the questions due date.

1. **QUESTION:** What was the number total number of banquets and golf tournaments hosted at Ladera during calendar year?
 - a. **ANSWER:** 32 Banquets, 15 Tournaments that had 80 or more players, 6 High School tournaments and 2 larger Disc Golf tournaments.
2. **QUESTION:** What are the separate revenue numbers for cart rentals/ range and Food and Beverage alcohol with and without food for calendar year of 2025?



Addendum #3
Attachment A.xlsx

- a. **ANSWER:**
3. **QUESTION:** Hello, my questions are concerning the cost proposal and evaluation criteria portions of the RFP. Section 2.3 cost proposal format and section 2.2.3 mention tasks, projects, activities, and periodic billing to the city. These sections look as though they were taken from another RFP regarding some sort of construction project or something else similar. As well the evaluation criteria uses some of the same verbiage. Please advise if this was a mistake that will get corrected or more of an explanation on what is being asked for. Thank You.
 - a. **ANSWER:** Section 2.3.2 goes over what a cost proposal may generally contain but may not be applicable for all Cost Proposals. In regard to RFP-2025-737-PRK-MP, we consider operating the Pro Shop as one example of what a “project” might be and which will require a various number of tasks/activities to maintain operational standards and customer satisfaction as outlined in Part 3, Scope of Services, within the RFP-2025-737-PRK-MP specification document. As for periodic billing to the city, if you do not anticipate periodic billing to be necessary, you can state that in the cost proposal. This is included in the specifications as some potential concessionaires may deem it necessary to bill the city for some cost based on their proposal.

Please describe in detail what task/activities you would conduct on a daily, weekly, monthly, quarterly, and/or annually basis to ensure successful operation throughout the duration of this agreement. This will apply for all the projects outlined in Part 3, Scope of Services, as listed below:

Projects:

- 3.1 – Golf Course Management / Revenue Sharing
- 3.2 – Golf Course Pro Shop Operations
- 3.3 – Clubhouse: Snack Bar/Restaurant Operations
- 3.4 – Clubhouse: Banquet Facility Operations
- 3.5 – Alcohol Service
- 3.6 – Marketing / Advertising

END OF ADDENDUM

Please incorporate the change in this Addendum into the original Proposal document. Offeror must acknowledge receipt of this addendum in the City's eProcurement system. Failure to acknowledge an Addendum may result in your response being deemed non-responsive.

Monthly Budget

Jan - COA	Jan - Commensities	Jan Total Rev.	FEB - COA	FEB - Commensities	FEB Total Rev.	MAR - COA	MAR - Commensities	MAR Total Rev.	APR - COA	APR - Commensities	APR Total Rev.	MAY - COA	MAY - Commensities	MAY Total Rev.	JUNE - COA	JUNE - Commensities	JUNE Total Rev.	JULY - COA	JULY - Commensities	JULY Total Rev.	AUG - COA	AUG - Commensities	AUG Total Rev.	SEPT - COA	SEPT - Commensities	SEPT Total Rev.	OCT - COA	OCT - Commensities	OCT Total Rev.	NOV - COA	NOV - Commensities	NOV Total Rev.	DEC - COA	DEC - Commensities	DEC Total Rev.														
Cash & Range Paid Sales	\$ 30,907.42	\$	\$ 30,907.42	\$ 38,334.36	\$	\$ 38,334.36	\$ 51,577.04	\$ 51,513.91	\$	\$ 51,579.80	\$ 60,002.70	\$ 118,004.21	\$	\$ 65,480.50	\$ 71,004.71	\$	\$ 81,780.80	\$ 96,201.51	\$ 115,940.40	\$	\$ 95,329.22	\$ 105,363.70	\$ 116,674.85	\$	\$ 90,480.80	\$ 111,164.30	\$ 116,738.14	\$	\$ 90,849.49	\$ 111,587.80	\$ 116,108.69	\$	\$ 74,792.30	\$ 97,001.24	\$ 115,218.18	\$	\$ 74,003.00	\$ 98,121.18	\$ 115,008.58	\$	\$ 65,616.20	\$ 75,113.18	\$ 77,889.82	\$	\$ 42,488.95	\$ 49,598.77			
Fuel & Overage Sales	\$ 118.00	\$	\$ 118.00	\$ 225.54	\$	\$ 225.54	\$ 854.91	\$	\$ 854.91	\$ 282.30	\$	\$ 282.30	\$ 6,000.00	\$	\$ 6,000.00	\$ 1,042.16	\$	\$ 1,042.16	\$ 2,811.84	\$	\$ 5,000.00	\$ 2,400.12	\$	\$ 3,127.20	\$ 4,000.00	\$	\$ 3,621.50	\$ 4,000.00	\$	\$ 5,000.00	\$ 4,000.00	\$	\$ 6,000.00	\$ 4,000.00	\$	\$ 2,607.28	\$ 2,607.28	\$ 4,000.00	\$	\$ 4,000.00	\$ 4,000.00	\$	\$ 4,000.00	\$ 4,000.00	\$	\$ 4,000.00	\$ 4,000.00		
ROTH & REVENUE (P&L)																																																	
Non-Resident/Resident Sales	\$	\$	\$	\$ 222.22	\$	\$ 222.22	\$ 4,444.44	\$ 30.74	\$	\$ 981.97	\$	\$ 614.70	\$ 11.51	\$	\$ 500.15	\$ 600.00	\$ 807.89	\$	\$ 15,910.47	\$ 16,747.86	\$ 1,175.00	\$	\$ 22,107.56	\$ 23,511.22	\$ 271.54	\$	\$ 5,100.00	\$ 6,400.74	\$ 641.40	\$	\$ 17,620.32	\$ 18,888.00	\$ 4.06	\$	\$ 77.22	\$	\$ 81.28	\$ 1,104.46	\$	\$ 25,146.25	\$ 26,489.74	\$ 1,104.70	\$	\$ 24,543.95	\$ 25,836.74	\$ 11,011.21	\$	\$ 10,441.01	\$ 20,464.24
Fuel & Overage Sales	\$ 118.00	\$	\$ 118.00	\$ 225.54	\$	\$ 225.54	\$ 854.91	\$	\$ 854.91	\$ 282.30	\$	\$ 282.30	\$ 6,000.00	\$	\$ 6,000.00	\$ 1,042.16	\$	\$ 1,042.16	\$ 2,811.84	\$	\$ 5,000.00	\$ 2,400.12	\$	\$ 3,127.20	\$ 4,000.00	\$	\$ 3,621.50	\$ 4,000.00	\$	\$ 5,000.00	\$ 4,000.00	\$	\$ 6,000.00	\$ 4,000.00	\$	\$ 2,607.28	\$ 2,607.28	\$ 4,000.00	\$	\$ 4,000.00	\$ 4,000.00	\$	\$ 4,000.00	\$ 4,000.00	\$	\$ 4,000.00	\$ 4,000.00		
Monthly Total	\$ 31,025.42	\$	\$ 31,025.42	\$ 38,559.90	\$	\$ 38,559.90	\$ 52,431.95	\$ 51,544.65	\$	\$ 52,561.77	\$ 60,285.00	\$ 118,286.51	\$	\$ 66,480.60	\$ 71,004.71	\$	\$ 81,780.80	\$ 96,201.51	\$ 115,940.40	\$	\$ 95,329.22	\$ 105,363.70	\$ 116,674.85	\$	\$ 90,480.80	\$ 111,164.30	\$ 116,738.14	\$	\$ 90,849.49	\$ 111,587.80	\$ 116,108.69	\$	\$ 74,792.30	\$ 97,001.24	\$ 115,218.18	\$	\$ 74,003.00	\$ 98,121.18	\$ 115,008.58	\$	\$ 65,616.20	\$ 75,113.18	\$ 77,889.82	\$	\$ 42,488.95	\$ 49,598.77			



BILL HARVEY GOLF, LLC

City of Albuquerque

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course

EXCEPTIONS TO SECTION 1.11 REQUIRED CONTRACT TERMS

1. Transition Timing and Existing Operational Obligations *(Relates generally to Section 2 – Time of Performance and Sections 23–24 – Termination Provisions).*

The Concessionaire respectfully notes that the Required Contract Terms template does not currently specify a detailed transition timeline or effective start date for concession operations, and the RFP materials appear to contemplate that the specific timing will be determined through the procurement and contract finalization process. From an operational standpoint, however, the timing of any transition is particularly important in the context of a municipal golf facility.

The primary golf season in Albuquerque occurs during the spring, summer, and early fall months, when rounds played, instructional programs, leagues, and tournaments are at their highest levels. Transitioning operational responsibility during this peak operating period can create avoidable disruption for customers, staff, and vendors. Based on its experience managing Ladera Golf Course, the Concessionaire believes that mid-season operational transitions present practical challenges, including:

- disruption to scheduled tournaments, leagues, and instructional programming;
- uncertainty for staff and seasonal employees during the busiest months of operation;
- interruption of established vendor supply cycles;
- confusion among customers regarding reservations, passes, and services; and
- disruption of revenue stability during the highest-volume portion of the operating year.

For these reasons, the Concessionaire respectfully suggests that any transition of concession management that may occur as a result of this procurement be structured, where feasible, to take place at or near the end of a calendar year or at another natural operational break in the golf season.

Allowing the current operator to complete the operating year would:

- minimize disruption to the golfing public;
 - allow scheduled tournaments and leagues to proceed as planned;
 - preserve stability for seasonal employees;
 - allow orderly transition of vendor and supplier relationships; and
 - protect the City's revenue during the peak operating months.
- 

The Concessionaire offers this observation not as a contractual demand, but rather as a practical operational consideration based on direct experience managing the facility.



In addition, golf facility operations involve a number of interconnected scheduling systems and customer commitments that are typically established months in advance, including league calendars, tournament bookings, instructional programs, junior golf activities, and tee-time reservation systems. These programs are often coordinated across an entire season and involve participation from hundreds of regular customers. A transition occurring during the middle of these operating cycles can require the reconfiguration of reservation systems, tournament administration, league administration, and customer communications, which can create confusion for patrons and unnecessary administrative burdens for the City and the successor operator. Structuring any operational transition to coincide with a natural seasonal break helps preserve continuity for customers while allowing both the City and any operator to implement operational changes in a deliberate and organized manner.

2. Banquet and Special-Event Commitments.

One area where transition coordination is particularly important involves banquet and special-event reservations.

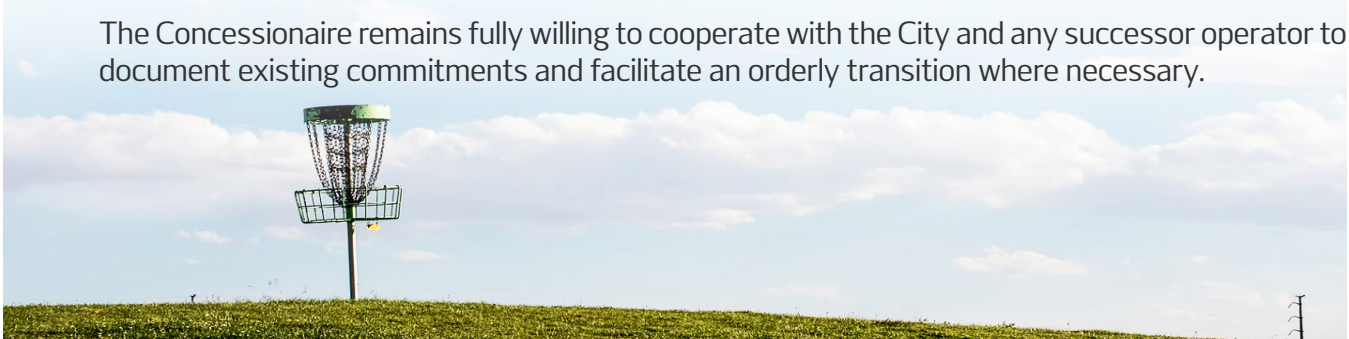
As of the date of submission of this proposal, the Concessionaire has secured seventeen (17) banquet and event reservations for the 2026 calendar year, many of which were booked well in advance. These reservations have been secured largely through long-standing relationships developed during the Concessionaire's tenure as the incumbent operator, as well as through referrals from prior clients who have had successful events at the facility.

A transition occurring during the operating year may present practical considerations with respect to these commitments, including:

- honoring the terms agreed to with reserving groups, including pricing, service scope, and event logistics;
- establishing a clear process for transferring or reconciling deposits already received;
- obtaining customer consent where assignment of obligations to a successor operator may be required; and
- coordinating insurance, licensing, staffing, and operational responsibilities for events occurring after any transition date.

Absent advance coordination, these issues could create a risk of customer confusion, event cancellations, refund disputes, or reputational harm to the City as the facility owner.

The Concessionaire remains fully willing to cooperate with the City and any successor operator to document existing commitments and facilitate an orderly transition where necessary.





3. **Golf Cart Fleet Procurement and Leasing Structure** *(Relates generally to Scope of Services and operational responsibilities).*

Additional operational considerations arise with respect to golf cart fleet procurement and leasing arrangements.

Under the current concession structure, the Concessionaire bears responsibility for providing and maintaining an appropriate golf cart fleet for the course. In January 2026, the Concessionaire entered into a month-to-month extension of its existing cart lease arrangement in reliance on that responsibility.

Subsequently, the Concessionaire became aware that the City had independently entered into a lease agreement with the same cart vendor, effectively requiring the Concessionaire to sublease the fleet from the City under the structure contemplated by the RFP.

While the Concessionaire understands the City's interest in ensuring continuity of cart availability (presumably the impetus for the new arrangement), the new equipment specification reflected in the RFP appears to involve a configuration that is significantly more expensive than the fleet historically utilized at Ladera Golf Course and, to the best of Concessionaire's knowledge, the fleets utilized at the City's other municipal courses.

For example:

- historical lease cost: approximately \$60–\$70 per cart per month; whereas
- cart configuration reflected in the RFP: approximately \$136.48 per cart per month;

Based on current terms, this structure is expected to increase annual lease expense by approximately \$51,854, exclusive of additional maintenance or repair costs associated with enhanced cart features.

As a practical matter, such increased costs would ultimately need to be absorbed within the concessionaire's operating budget and may affect the affordability of play for the public.

Based on the Concessionaire's prior experience working with the cart vendor (Yamaha), there may be opportunities to evaluate alternative configurations that maintain reliability while better aligning with municipal course operational needs and cost considerations.

The Concessionaire therefore respectfully requests that the final contract framework allow reasonable flexibility to review equipment specifications in consultation with the City where appropriate.

4. **Termination for Convenience Provision** *(Section 24 – Termination for Convenience of City).*

The Concessionaire respectfully requests consideration of revisions to Section 24 (Termination for Convenience of City).

As currently drafted, the provision permits termination upon fifteen (15) days' written notice, without regard to the operational investments typically required to manage a municipal golf fa-



cility.

Unlike many professional services contracts, concession management of a golf facility generally requires the operator to undertake substantial operational and capital commitments, including:

- equipment purchases and leasing obligations;
- facility improvements;
- staffing commitments;
- inventory procurement;
- vendor relationships; and
- marketing and programming investments.

Given the nature of these commitments, a short-notice termination provision may create operational uncertainty that could discourage private operators from making improvements that benefit the facility and the public.

Accordingly, the Concessionaire respectfully suggests that the City consider limiting termination to termination for cause.

This observation is offered solely to ensure that the final contract structure appropriately reflects the operational commitments associated with concession management.

5. Commitment to Cooperative Transition and Contract Finalization.

The Concessionaire remains fully committed to working cooperatively with the City to document existing operational obligations, evaluate cost-effective alternatives, and structure any transition or contractual alignment in a transparent and constructive manner that serves the best interests of the City and the community.

The intent of the comments above is not to object to the City's authority to structure its contractual relationships, but rather to assist in ensuring that the final agreement appropriately reflects the operational realities of managing a public golf facility with active customer commitments, vendor relationships, and community programming already in place.

Final Clarification

The Concessionaire submits these comments in good faith for the purpose of facilitating contract finalization and operational clarity. Except as specifically identified above, the Concessionaire does not presently object to the Required Contract Terms. To the extent the City revises or supplements the contract template during final agreement preparation, the Concessionaire respectfully reserves the opportunity to review such revisions to ensure that the final agreement accurately reflects the operational structure contemplated by the RFP and the parties' mutual understanding of the concession relationship.



BILL HARVEY GOLF, LLC

City of Albuquerque

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course

PROPOSED INCOME / REVENUE SHARING

1.2 Proposed Income / Revenue Sharing to the Golf Management Division including Percentage of gross receipts, Section Two. This section sets forth the commercial terms under which the City of Albuquerque receives revenue from the golf course concession, including the minimum annual guarantee, percentage-based revenue sharing, and performance-based upside incentives tied to rounds played. All figures in Section 2.2 reflect City revenue, not Concessionaire costs.

The following table summarizes the projected financial performance of the Ladera Golf Course concession operation and the resulting revenues to the City of Albuquerque.

Financial Summary – Key Reference Points

Fiscal Year	Projected Rounds	Total Gross Revenue	City Revenue Share	City Green Fee Revenue	Total Revenue to City
2026	92,000	\$1,882,000	\$302,100	\$1,269,600	\$1,571,700
2027	94,300	\$2,168,050	\$352,003	\$1,301,340	\$1,653,343
2028	97,000	\$2,334,100	\$378,405	\$1,338,600	\$1,717,005

Three-Year Financial Impact to the City

Under the proposed revenue sharing structure, the City of Albuquerque is projected to receive approximately **\$4.94 million in total revenue during the first three years of the contract**, including green fee revenues and percentage-based concession payments.


Table 2.2-A — Minimum Annual Guarantee & Revenue Share Summary

Revenue Category	City Share (%)	Concessionaire Share (%)	Notes
Minimum Annual Guarantee	\$135,000 (Guaranteed)	N/A	Annual minimum payment, regardless of performance
Green Fees	100%	0%	Retained entirely by City
Alcohol / Liquor Sales	25%	75%	Per Part 3 minimums
Banquet / Event Sales	15%	85%	Private and group events
Golf Cart & Range Ball Sales	15%	85%	Excludes green fees
Golf Lesson Sales	5%	95%	Individual and group
Merchandise Sales	5%	95%	Apparel and equipment
Other Rental Sales	15%	85%	Clubs, push carts, specialty
Snack Bar / Restaurant Sales	15%	85%	Food and non-alcoholic beverage

**Table 2.2-B — Annual Gross Receipts & City Revenue Share
(Based on 2027 Fiscal Year Projections)**

Category	Projected Annual Gross Receipts	City Share (%)	Projected Annual Payment to City
Alcohol / Liquor Sales	\$375,000	25%	\$93,750
Banquet Facility Sales	\$140,000	15%	\$21,000
Golf Cart & Range Ball Sales	\$985,000	15%	\$147,750
Golf Lesson Sales	\$2,050	5%	\$103
Merchandise Sales	\$165,000	5%	\$8,250
Other Rental Sales	\$51,000	15%	\$7,650
Snack Bar / Restaurant Sales	\$330,000	15%	\$49,500
New Concept Rentals (See Trade Secrets - LEGALLY CONFIDENTIAL (separate submission))	\$120,000	20%	\$24,000
Subtotal – Revenue Share	\$2,168,050		\$352,003
Minimum Annual Guarantee			\$135,000
Total Annual Payment to City			\$352,003

Since the percentage-based share exceeds the Minimum Annual Guarantee, the City receives the higher amount.



Table 2.2-C — Additional Revenue Share Incentive (Rounds Played)

Annual Rounds Played	Incentive	Description
Baseline rounds	Base %	Standard operations
+1% increase	\$10,000	Performance incentive
+2% increase	\$20,000	Enhanced incentive

These incentives reward the Concessionaire for increasing play while generating revenue for the City.

The financial summary above illustrates the projected gross revenues and resulting payments to the City under the proposed revenue-sharing structure. Detailed category-level revenue projections and percentage allocations are provided in Tables 2.2-A through 2.2-C.



BILL HARVEY GOLF, LLC

City of Albuquerque

Solicitation Number: RFP-2025-737-PRK-MP

Golf Course Concessions Ladera Golf Course

COST PROPOSAL

- 1.3 Cost Proposal.** The operating costs presented in this section are derived from the Concessionaire's 2026 financial projections, which represent the most conservative projected operating scenario during the proposed contract term. As the incumbent operator of the Ladera Golf Course concession, the Concessionaire developed these projections based on its direct operating experience at the facility, historical utilization patterns, and the staffing and service levels required to maintain reliable daily operations at a municipal golf course. These projections reflect the Concessionaire's actual cost structure for operating golf, retail, and food and beverage services at Ladera and are intended to demonstrate that the Concessionaire's proposed revenue-sharing structure is supported by a realistic and sustainable operating model.

Because the Concessionaire assumes full responsibility for operating expenses, these projections reflect the level of staffing, inventory, and operational support necessary to maintain consistent service levels while protecting the City's revenue interests.

Because this solicitation concerns the operation of a concession rather than the provision of professional services to the City, the Concessionaire does not invoice or bill the City for operating costs. Instead, all operating expenses associated with concession activities – including staffing, retail operations, food and beverage services, supplies, insurance, and administrative support – are fully funded by the Concessionaire from its retained share of concession revenues.

Green fee revenues are retained 100 percent by the City and are therefore excluded from the Concessionaire's operating revenue base.

Consistent with the RFP's request for cost transparency, the Concessionaire has presented the projected 2026 operating costs below using the same expense classifications reflected in the underlying financial projections. To avoid introducing unsupported assumptions or reallocations, projected costs have not been reassigned to categories that do not appear in the source projections, and labor hours or hourly billing rates have not been estimated where such information is not separately stated in the financial model.

Accordingly, the costs presented in this section should be understood as disclosure of the

Concessionaire’s projected operating cost structure, rather than amounts billed to or reimbursed by the City.

Table 2.3-A — Total Estimated Annual Operating Cost (Concessionaire-Funded & 2026 Conservative Scenario)

Operating Cost Category	Source Expense Groups	Estimated Annual Cost
Cost of Goods Sold	Pro Shop Hard Goods, Pro Shop Soft Goods, Liquor Purchases, Food & Beverage Purchases	\$475,000
Credit Card Processing	Credit Card Charges – Café; Credit Card Charges – Pro Shop	\$40,000
Labor Costs	Golf Course Wages; Café/Bar Wages; Banquet Wages; Administrative Wages; Payroll Tax Expense	\$765,000
Golf Operating Expenses	Supplies Outside; Supplies Pro Shop; Cart Maintenance; Fuel; Golf Cart Lease	\$152,454
Café Operating Expenses	Cleaning & Sanitation; Maintenance; Linen; Restaurant Supplies; Dishwasher; Janitorial Expense; Business licenses & Permits	\$16,260
Banquet Operating Expenses	Banquet Supplies	\$500
Other Operating Expenses	Insurance; Advertising; General & Administrative Expenses; Utilities	\$110,000
Total Estimated Annual Operating Cost		\$1,559,214

All costs shown above are funded entirely by the Concessionaire and are not billed to the City.



Table 2.3-B - Scope of Services – Operating Cost Crosswalk

RFP Scope Reference	Operational Function	Supporting Cost Categories from Financial Projections
3.1 Course Patrol and Guest Services	Daily monitoring of play, pace-of-play management, customer assistance, and course access control	Golf Course Wages; Payroll Tax Expenses; Fuel; Cart Maintenance
3.2 Golf Operations Management	Oversight of golf operations, tee sheet management, cart operations, and coordination with City golf management	Golf Course Wages; Administrative Wages; Golf Cart Lease; Supplies Outside; Utilities
3.3 Pro Shop and Merchandising	Retail sales, merchandising, point-of-sale operations, and customer service	Pro Shop Hard Goods; Pro Shop Soft Goods; Pro Shop Supplies; Credit Card Charges – Pro Shop
3.4 Food and Beverage Operations	Café, bar, banquet services, food preparation, and beverage service	Food Purchases; Liquor Purchases; Café/Bar Wages; Banquet Wages; Restaurant Supplies; Linen; Dishwasher; Credit Card Charges – Café
3.5 Marketing and Events	Promotion of golf activities, tournaments, and facility events	Advertising Expense; Administrative Wages
3.6 Administration and Reporting	Financial reporting, reconciliation, compliance with City requirements, and operational management	Administrative Wages; Payroll Tax Expenses; Insurance Expense; General & Administrative Expenses

The Concessionaire's financial projections are maintained by operating expense category rather than by hourly billing task. Accordingly, the table above provides a crosswalk showing how projected operating costs support the service obligations described in Part 3 – Scope of Services without reallocating expenses into categories not present in the underlying financial model.



Table 2.3-C – Projected Operating Cost Detail

Projected Operating Category	Cost Component	Annual Cost
Cost of Goods Sold	Pro Shop – Hard Goods	\$135,000
	Pro Shop – Soft Goods	\$30,000
	Liquor Purchases	\$150,000
	Food & Beverage Purchases	\$160,000
Credit Card Charges	Café Merchant Fees	\$15,000
	Pro Shop Merchant Fees	\$25,000
Labor Costs	Golf Course Staff	\$435,000
	Café / Bar Staff	\$175,000
	Banquet Staff	\$30,000
	Administrative Staff	\$60,000
	Payroll Tax Expenses	\$65,000
Golf Operations Expenses	Outside Supplies	\$15,000
	Pro Shop Supplies	\$1,000
	Cart Maintenance	\$10,000
	Fuel	\$20,000
	Golf Cart Lease	\$106,454
Café Operating Expenses	Cleaning & Sanitation	\$1,000
	Maintenance	\$2,000
	Linen	\$5,000
	Restaurant Supplies	\$1,500
	Dishwasher	\$3,500
	Janitorial Expense	\$1,000
	Business Licenses and Permits	\$2,260
Banquet Expenses	Banquet Supplies	\$500
Other Operating Expenses	Insurance Expense	\$45,000
	Advertising	\$20,000
	General & Administrative Expenses	\$35,000
	Utilities	\$10,000

Projected Operating Category	Cost Component	Annual Cost
Total Estimated Operating Cost:		\$1,559,214

Table 2.3-D – Labor Cost Summary

Labor Category	Annual Cost
Golf Course Staff	\$435,000
Café / Bar Staff	\$175,000
Banquet Staff	\$30,000
Administrative Staff	\$60,000
Payroll Tax Expenses	\$65,000

Total Labor Cost: \$765,000

Because the Concessionaire’s financial projections do not separately state annual staffing hours or hourly billing rates, labor costs are presented in the same form used in the underlying financial model. The Concessionaire does not bill the City by hourly labor category.

Table 2.3-E – Non-Labor Operating Costs

Cost Item	Annual Cost	Notes
Pro Shop Merchandise Purchases	\$165,000	Retail inventory
Food Purchases	\$160,000	Café operations
Liquor Purchases	\$150,000	Beverage service
Credit Card Processing Fees	\$40,000	Merchant processing
Golf Cart Lease	\$106,454	Fleet lease

Cost Item	Annual Cost	Notes
Insurance	\$45,000	Liability and required coverage
Advertising	\$20,000	Marketing and promotion
Fuel	\$20,000	Course operations
Outside Supplies	\$15,000	Golf operations
Cart Maintenance	\$10,000	Fleet maintenance
Utilities	\$10,000	Facility support
Linen	\$5,000	Café operations
Dishwasher Expense	\$3,500	Café operations
Maintenance	\$2,000	Café operations
Restaurant Supplies	\$1,500	Café operations
Cleaning & Sanitation	\$1,000	Café operations
Pro Shop Supplies	\$1,000	Retail operations
Janitorial Expense	\$1,000	Facility cleaning
Licenses & Permits	\$2,260	Regulatory compliance
Banquet Supplies	\$500	Event support
General & Administrative Expenses	\$35,000	Administrative support

Total Non-Labor Operating Cost: \$794,214

Cost Structure Clarification

All operating costs described in this section are borne entirely by the Concessionaire. The City is not responsible for reimbursing these costs and will not be invoiced for operational expenses associated with the concession.

The Concessionaire’s operating costs are supported exclusively by revenues generated from concession activities, including food and beverage sales, retail merchandise sales, and related ancillary services. Because green fee revenues are retained entirely by the City, the Concessionaire’s cost structure has been developed conservatively to ensure operational sustainability while maintaining service levels expected at a municipal golf facility.

This cost structure reflects the Concessionaire’s experience operating Ladera Golf Course and demonstrates the Concessionaire’s ability to support the proposed revenue-sharing structure while maintaining high standards of customer service, operational reliability, and financial accountability.

BILL HARVEY GOLF, LLC**City of Albuquerque****Solicitation Number: RFP-2025-737-PRK-MP****Golf Course Concessions Ladera Golf Course****EXCEPTIONS TO SECTION 1.11 REQUIRED CONTRACT TERMS****1. Transition Timing and Existing Operational Obligations** *(Relates generally to Section 2 – Time of Performance and Sections 23–24 – Termination Provisions).*

The Concessionaire respectfully notes that the Required Contract Terms template does not currently specify a detailed transition timeline or effective start date for concession operations, and the RFP materials appear to contemplate that the specific timing will be determined through the procurement and contract finalization process. From an operational standpoint, however, the timing of any transition is particularly important in the context of a municipal golf facility.

The primary golf season in Albuquerque occurs during the spring, summer, and early fall months, when rounds played, instructional programs, leagues, and tournaments are at their highest levels. Transitioning operational responsibility during this peak operating period can create avoidable disruption for customers, staff, and vendors. Based on its experience managing Ladera Golf Course, the Concessionaire believes that mid-season operational transitions present practical challenges, including:

- disruption to scheduled tournaments, leagues, and instructional programming;
- uncertainty for staff and seasonal employees during the busiest months of operation;
- interruption of established vendor supply cycles;
- confusion among customers regarding reservations, passes, and services; and
- disruption of revenue stability during the highest-volume portion of the operating year.

For these reasons, the Concessionaire respectfully suggests that any transition of concession management that may occur as a result of this procurement be structured, where feasible, to take place at or near the end of a calendar year or at another natural operational break in the golf season.

Allowing the current operator to complete the operating year would:

- minimize disruption to the golfing public;
- allow scheduled tournaments and leagues to proceed as planned;
- preserve stability for seasonal employees;
- allow orderly transition of vendor and supplier relationships; and
- protect the City's revenue during the peak operating months.



The Concessionaire offers this observation not as a contractual demand, but rather as a practical operational consideration based on direct experience managing the facility.

In addition, golf facility operations involve a number of interconnected scheduling systems and customer commitments that are typically established months in advance, including league calendars, tournament bookings, instructional programs, junior golf activities, and tee-time reservation systems. These programs are often coordinated across an entire season and involve participation from hundreds of regular customers. A transition occurring during the middle of these operating cycles can require the reconfiguration of reservation systems, tournament administration, league administration, and customer communications, which can create confusion for patrons and unnecessary administrative burdens for the City and the successor operator. Structuring any operational transition to coincide with a natural seasonal break helps preserve continuity for customers while allowing both the City and any operator to implement operational changes in a deliberate and organized manner.

2. Banquet and Special-Event Commitments.

One area where transition coordination is particularly important involves banquet and special-event reservations.

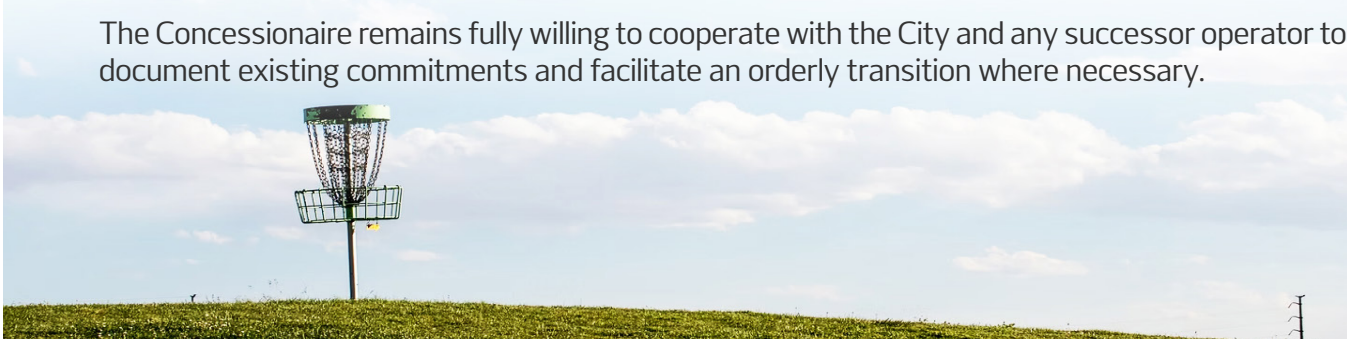
As of the date of submission of this proposal, the Concessionaire has secured seventeen (17) banquet and event reservations for the 2026 calendar year, many of which were booked well in advance. These reservations have been secured largely through long-standing relationships developed during the Concessionaire's tenure as the incumbent operator, as well as through referrals from prior clients who have had successful events at the facility.

A transition occurring during the operating year may present practical considerations with respect to these commitments, including:

- honoring the terms agreed to with reserving groups, including pricing, service scope, and event logistics;
- establishing a clear process for transferring or reconciling deposits already received;
- obtaining customer consent where assignment of obligations to a successor operator may be required; and
- coordinating insurance, licensing, staffing, and operational responsibilities for events occurring after any transition date.

Absent advance coordination, these issues could create a risk of customer confusion, event cancellations, refund disputes, or reputational harm to the City as the facility owner.

The Concessionaire remains fully willing to cooperate with the City and any successor operator to document existing commitments and facilitate an orderly transition where necessary.





3. **Golf Cart Fleet Procurement and Leasing Structure** *(Relates generally to Scope of Services and operational responsibilities).*

Additional operational considerations arise with respect to golf cart fleet procurement and leasing arrangements.

Under the current concession structure, the Concessionaire bears responsibility for providing and maintaining an appropriate golf cart fleet for the course. In January 2026, the Concessionaire entered into a month-to-month extension of its existing cart lease arrangement in reliance on that responsibility.

Subsequently, the Concessionaire became aware that the City had independently entered into a lease agreement with the same cart vendor, effectively requiring the Concessionaire to sublease the fleet from the City under the structure contemplated by the RFP.

While the Concessionaire understands the City's interest in ensuring continuity of cart availability (presumably the impetus for the new arrangement), the new equipment specification reflected in the RFP appears to involve a configuration that is significantly more expensive than the fleet historically utilized at Ladera Golf Course and, to the best of Concessionaire's knowledge, the fleets utilized at the City's other municipal courses.

For example:

- historical lease cost: approximately \$60–\$70 per cart per month; whereas
- cart configuration reflected in the RFP: approximately \$136.48 per cart per month;

Based on current terms, this structure is expected to increase annual lease expense by approximately \$51,854, exclusive of additional maintenance or repair costs associated with enhanced cart features.

As a practical matter, such increased costs would ultimately need to be absorbed within the concessionaire's operating budget and may affect the affordability of play for the public.

Based on the Concessionaire's prior experience working with the cart vendor (Yamaha), there may be opportunities to evaluate alternative configurations that maintain reliability while better aligning with municipal course operational needs and cost considerations.

The Concessionaire therefore respectfully requests that the final contract framework allow reasonable flexibility to review equipment specifications in consultation with the City where appropriate.

4. **Termination for Convenience Provision** *(Section 24 – Termination for Convenience of City).*

The Concessionaire respectfully requests consideration of revisions to Section 24 (Termination for Convenience of City).

As currently drafted, the provision permits termination upon fifteen (15) days' written notice, without regard to the operational investments typically required to manage a municipal golf fa-



cility.

Unlike many professional services contracts, concession management of a golf facility generally requires the operator to undertake substantial operational and capital commitments, including:

- equipment purchases and leasing obligations;
- facility improvements;
- staffing commitments;
- inventory procurement;
- vendor relationships; and
- marketing and programming investments.

Given the nature of these commitments, a short-notice termination provision may create operational uncertainty that could discourage private operators from making improvements that benefit the facility and the public.

Accordingly, the Concessionaire respectfully suggests that the City consider limiting termination to termination for cause.

This observation is offered solely to ensure that the final contract structure appropriately reflects the operational commitments associated with concession management.

5. Commitment to Cooperative Transition and Contract Finalization.

The Concessionaire remains fully committed to working cooperatively with the City to document existing operational obligations, evaluate cost-effective alternatives, and structure any transition or contractual alignment in a transparent and constructive manner that serves the best interests of the City and the community.

The intent of the comments above is not to object to the City's authority to structure its contractual relationships, but rather to assist in ensuring that the final agreement appropriately reflects the operational realities of managing a public golf facility with active customer commitments, vendor relationships, and community programming already in place.

Final Clarification

The Concessionaire submits these comments in good faith for the purpose of facilitating contract finalization and operational clarity. Except as specifically identified above, the Concessionaire does not presently object to the Required Contract Terms. To the extent the City revises or supplements the contract template during final agreement preparation, the Concessionaire respectfully reserves the opportunity to review such revisions to ensure that the final agreement accurately reflects the operational structure contemplated by the RFP and the parties' mutual understanding of the concession relationship.



TRADE SECRETS - LEGALLY CONFIDENTIAL

Portable Climate-Relief Golf Practice Shelter System

Submitted by BILL HARVEY GOLF, LLC

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

- 1. Trade Secret Notice.** This appendix contains confidential and proprietary information relating to the conceptual design, operational deployment strategy, and commercialization model associated with a portable climate-relief golf practice shelter system currently under development with participation from the Concessionaire and a private development partner.

Certain structural concepts, mechanical features, and operational deployment strategies described herein constitute trade secrets and proprietary business information within the meaning of the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978 §14-2-1, and the New Mexico Uniform Trade Secrets Act.

The information contained in this appendix derives independent economic value from not being generally known to competitors and from the Concessionaire's efforts to maintain the confidentiality of the concepts, operational strategies, and commercialization approaches described herein. Public disclosure of this information would provide competitors with insight into the Concessionaire's innovation strategy and could cause competitive harm to the Concessionaire and its development partner.

The information contained in this appendix is submitted solely for purposes of proposal evaluation.

If a request for inspection is made pursuant to the New Mexico Inspection of Public Records Act, the Concessionaire respectfully requests that the City provide prompt written notice prior to any disclosure of materials contained in this appendix so that the Concessionaire may review the request and, if necessary, seek appropriate protective relief to prevent disclosure of trade secret information.



CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

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2. **Innovation Overview.** The Concessionaire proposes the introduction of a portable climate-relief practice shelter system designed to improve golfer comfort and extend usable practice hours at municipal driving ranges.

The system functions primarily as a solar-shielded shade structure that reduces heat and sun exposure while also providing protection from wind, precipitation and the cold.

This design is particularly suited to Albuquerque's climate, which experiences:

- more than 280 days of sunshine annually;
- summer temperatures frequently exceeding 90°F; and
- wind conditions typical of open driving ranges.

By creating shaded and wind-protected practice stations, the shelters allow golfers to practice comfortably during periods when uncovered range stations may otherwise be underutilized.

The shelters incorporate several integrated features:

- high-coverage solar-blocking canopy roof;
- wind-blocking retractable sidewalls;
- collapsible telescoping structural system;
- removable ballast stabilization modules; and
- integrated multi-mode transport wheelbase.

These features allow the shelters to be rapidly deployed, repositioned, and stored without requiring permanent construction or ground anchoring.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

3. **Driving Range Utilization Concept.** The portable climate-relief shelter system is intended to function as a premium shaded practice station within a driving range environment, improving golfer comfort while expanding the practical usability of outdoor practice facilities.

The shelters are positioned directly on the driving range to create protected hitting areas that shield golfers from environmental conditions while preserving the open-range experience and ball-flight visibility.

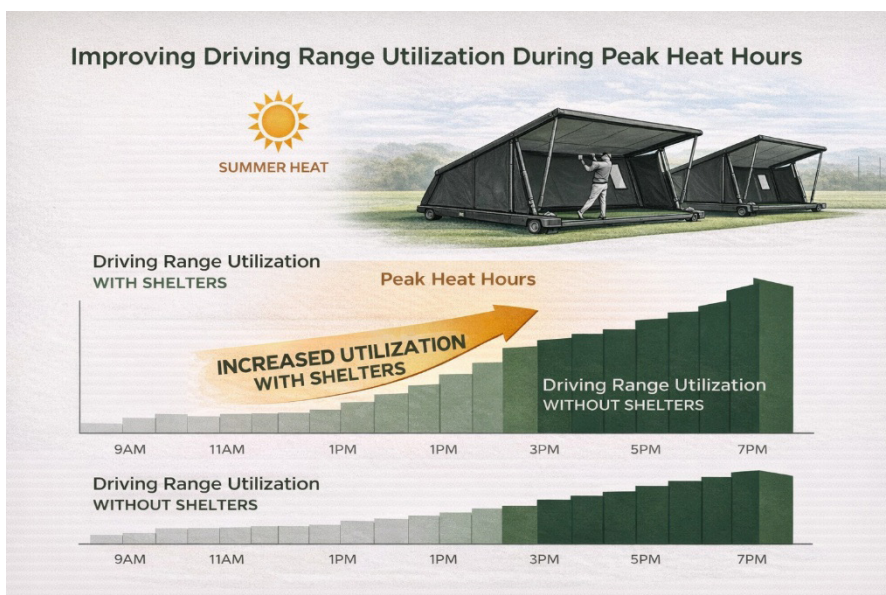


Figure 1 – Driving Range Utilization Concept, Portable Climate-Relief Practice Shelter

The illustration above demonstrates the operational deployment of the shelter system within a driving range environment.

Each shelter provides a shaded and wind-protected practice space while maintaining a fully open frontal orientation that allows golfers to execute a full golf swing and track ball flight across the range.

The shelters are designed to provide relief from several environmental conditions common to Albuquerque driving ranges, including:

- intense direct sunlight and heat exposure;
- prevailing winds across open practice ranges; and
- precipitation.

By mitigating these conditions, the shelters improve golfer comfort and encourage continued use of the practice facility during periods when uncovered range stations may otherwise experience reduced demand.

Because the structures are fully portable and require no permanent installation, they may be re-positioned across the range as operational needs change, including:

- accommodating grass rotation and turf management;
- adjusting for seasonal wind patterns;
- supporting golf instruction programs; and
- providing shaded practice stations during peak summer periods.

This operational flexibility allows the shelters to function as both a comfort amenity and a revenue-generating enhancement to the driving range environment.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

4. **Climate-Responsive Design.** The shelter system is designed primarily as a portable solar-relief structure capable of mitigating direct sunlight exposure and reducing radiant heat beneath the canopy.

Key solar-protection characteristics include:

- UV-resistant canopy materials capable of blocking a substantial portion of ultraviolet radiation;
- extended canopy geometry creating a shaded strike zone;
- forward sloped roof profile reducing midday solar penetration; and
- open frontal geometry preserving visibility and ball flight tracking.

These features create a cooler micro-environment that improves golfer comfort during periods of intense sun exposure.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

5. **Roof Geometry and Structural Profile.** The shelter canopy utilizes a forward-high sloped roof profile designed to maximize swing clearance while projecting shade over the hitting area.

Location	Height
Front opening	12 feet
Rear wall	10 feet

This configuration provides clearance for full driver swings while also increasing shade coverage in front of the hitting position.

The sloped roof profile also improves aerodynamic performance by directing airflow upward across the canopy surface.



CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

6. **Structural System.** The shelter structure incorporates articulated telescoping struts that support the canopy while allowing the system to collapse for storage.

Front support struts extend to approximately twelve feet while rear support struts extend to approximately ten feet.

When collapsed, the struts retract into the base structure and the canopy folds into a compact profile suitable for storage or transport.

Flexible sidewall panels extend along the interior sides of the structure and terminate near the front opening to reduce crosswinds common on open driving ranges.

These panels are constructed from durable weather-resistant materials such as PVC-coated polyester or marine-grade vinyl.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

7. **Modular Ballast Stabilization System.** The shelter base incorporates a modular ballast cartridge system designed to provide structural stability while allowing easy nightly storage and transport.

Instead of permanent ballast, the system utilizes removable weight inserts.

Typical configuration:

Component	Quantity	Weight
removable ballast cartridges	12-16	approx. 50 lbs. each

Operational ballast weight typically ranges between 600 and 800 pounds in total.

These inserts can be removed when shelters are not in use, significantly reducing transport weight, and stored in range-side compartments overnight.

8. **Telescoping Base Platform.** The shelter base incorporates an expandable structural frame allowing the footprint to collapse for transport or storage.

Mode	Footprint
Deployed configuration	approx. 10 ft × 10 ft
Collapsed configuration	approx. 6 ft × 6 ft

This telescoping base design allows shelters to be stored efficiently within maintenance facilities or repositioned across the practice range.

9. **Convertible Wheelbase Transport System.** The shelter base incorporates a multi-functional wheel assembly enabling efficient movement by course staff.

The wheel system operates in three modes.

Operating Mode. The shelter rests flat on the ground with wheels locked.

Transport Mode. The structure sits on large transport wheels and can be pulled similarly to a hand truck or laid flat and pushed similarly to a platform cart.

Storage Mode. The shelter may be stored vertically on its side, reducing storage footprint.

10. **Collapse and Deployment Sequence.** The shelter collapses through a controlled sequence:

- sidewalls retract;
- telescoping support struts retract;
- canopy lowers into base frame;
- ballast cartridges are removed;
- base platform contracts; and
- shelter tilts or lies flat onto transport wheels.

Deployment is expected to require approximately ninety seconds once ballast modules are installed.



CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

- 11. Development Status and Prototype Plan.** The shelter system remains in the advanced conceptual design phase.

Engineering drawings are currently being finalized by the development team.

Following completion of the engineering documentation, the development partner intends to begin construction of an initial working prototype to test:

- structural stability;
- wind performance;
- collapse mechanisms; and
- transport functionality.

Prototype testing will inform final manufacturing specifications and potential refinements to the design.

The Concessionaire anticipates that pilot deployment at Ladera Golf Course could occur following successful prototype testing and manufacturing preparation.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

- 12. Conceptual Renderings.** The Concessionaire has developed several conceptual renderings illustrating the proposed shelter design.

These renderings are provided solely to illustrate the concept and do not reflect final engineering specifications.

Figures included with this appendix include:

Figure 2 – Deployed Shelter Concept Rendering

Illustrates the shelter in operational configuration with canopy deployed and wind-blocking sidewalls extended.



Figure 3 – Collapsed Shelter Transport Configuration

Illustrates the shelter with canopy collapsed and positioned on the convertible wheelbase transport system.



Figure 4 – Modular Ballast Cartridge System

Illustrates the removable ballast inserts integrated within the base structure.

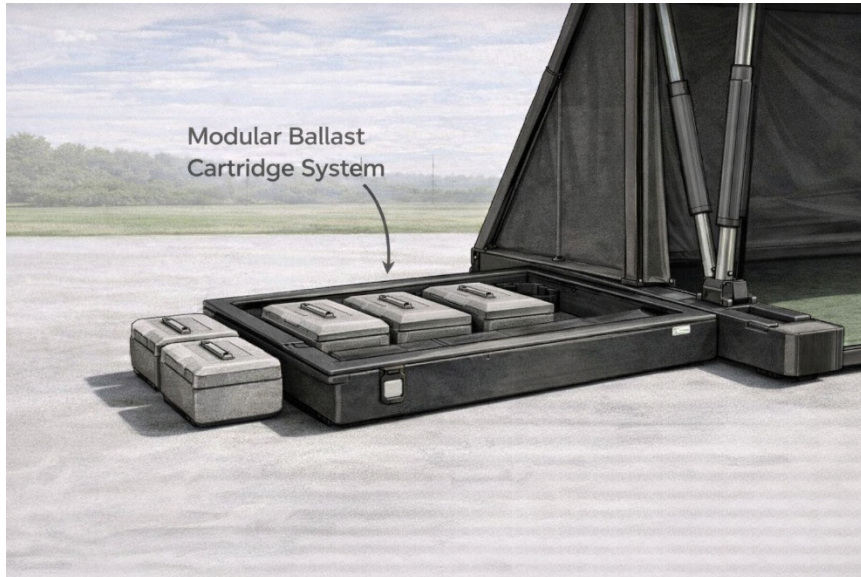
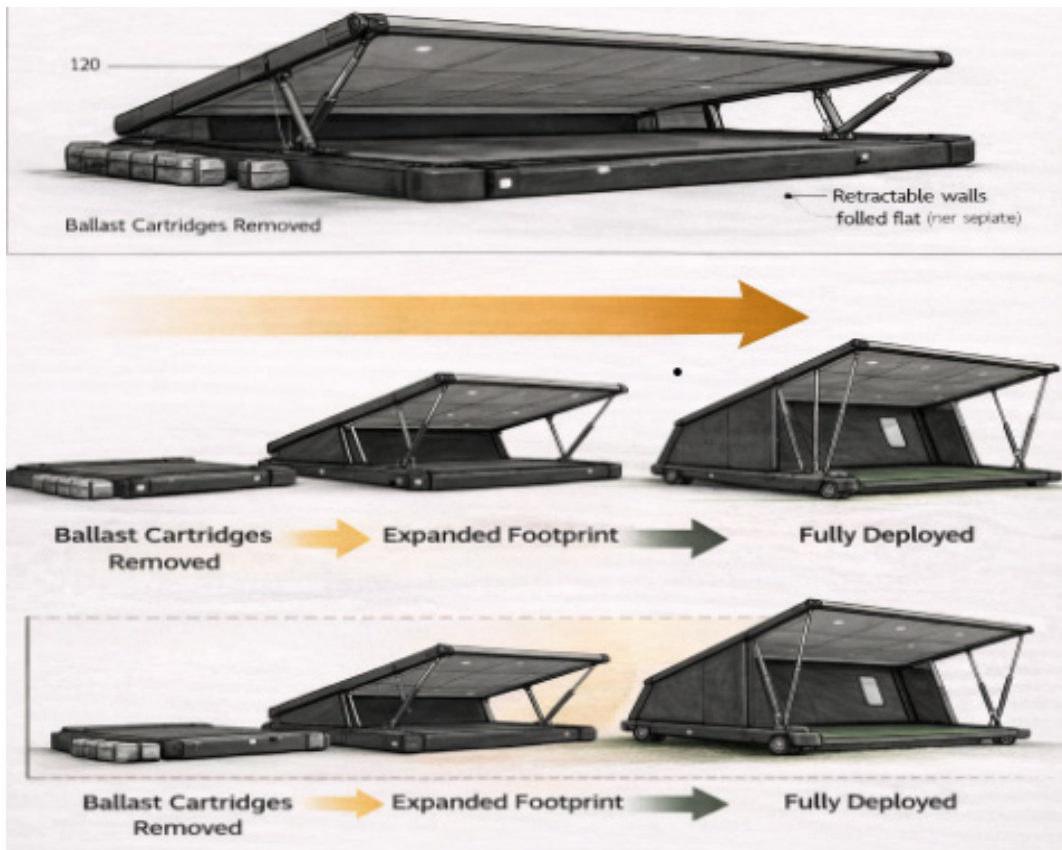


Figure 5 – Structural Deployment Sequence

Illustrates the general deployment and collapse sequence.





These renderings are conceptual in nature and do not reveal detailed engineering design.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

- 13. Operational Deployment Strategy.** The Concessionaire proposes introducing the shelters through an operational pilot program at Ladera Golf Course following completion of prototype testing.

Potential uses include:

- shaded practice stations;
- protected lesson bays;
- youth golf clinic environments; and
- weather-protected practice areas during windy conditions

The shelters may be repositioned across the practice range depending on range grass management, seasonal wind patterns, usage demand, and instructional programming.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

- 14. Citywide Expansion Opportunity.** Following pilot evaluation, the shelter system could be expanded to other municipal golf courses.

The City currently contracts for the operation of its four municipal golf facilities:

- Ladera;
- Arroyo del Oso;
- Puerto del Sol; and
- Los Altos.

Because the shelters are portable and require no permanent construction, they may be replicated across each of the City's facilities without capital infrastructure investments.



15. **Revenue Opportunity Framework.** The shelter system also creates the opportunity for premium shaded practice stations that may be offered to golfers on an optional rental basis. The City's municipal driving ranges traditionally generate revenue primarily through range ball sales rather than reserved practice environments. The proposed shelters introduce a new type of premium practice amenity that allows golfers to reserve shaded and weather-protected practice space. This creates a new category of optional practice revenue that does not currently exist within the City's municipal golf operations

Based on preliminary operational modeling, shelters may generate incremental revenues depending on factors such as:

- rental pricing structures;
- golfer demand for shaded practice stations;
- seasonal weather conditions; and
- programming such as lessons and clinics.

Illustrative modeling assumptions evaluated by the Concessionaire include:

Variable	Illustrative Scenario
Hourly rental rate	approx. \$30, with free range balls
Average utilization	approx. 4 hours/day
Operating days	approx. 250 days/year

Under this scenario, a single shelter could generate approximately \$30,000 in annual gross revenue to a concessionaire.

Alternatively, under moderate and higher daily utilization scenarios, the various concessionaires and the City could enjoy comparative higher returns:

Scenario	Avg Hours /Day	Gross Revenue per Shelter	City Share (20%)
Conservative	4 hrs	\$30,000	\$6,000
Moderate	4 hrs	\$45,000	\$9,000
High Utilization	4 hrs	\$60,000	\$12,000

Revenue per Course		
Assuming 4 shelters per course		
Scenario	Course Gross Revenue	City Share
Conservative	\$120,000	\$24,000
Moderate	\$180,000	\$45,000
High Utilization	\$240,000	\$60,000

Citywide Revenue (4 Courses)		
Scenario	Course Gross Revenue	City Share
Conservative	\$480,000	\$96,000
Moderate	\$720,000	\$144,000
High Utilization	\$960,000	\$192,000

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

16. Illustrative Course-Level Revenue Scenario. If a course deployed four shelters, illustrative annual gross revenues could approximate:

- 120,000 to \$240,000 per concessionaire.
- The Concessionaire proposes allocating 20% of shelter rental revenues to the City.
- Under the illustrative model, this would result in approximately **\$24,000 to \$48,000 in annual revenue to the City per course**

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

17. Potential Citywide Impact. If all four municipal golf courses elected to deploy shelters under similar operational models:

Metric	Illustrative Value
Total shelters	16
Estimated annual gross shelter revenue	\$480,000 to \$960,000
Estimated City revenue share	approx. \$96,000 to \$192,000

Based on recent City reporting of municipal golf operations, this level of additional revenue would represent an approximate 3% increase in annual net revenues from municipal golf operations.



Because the shelters require no capital investment from the City, this revenue increase would represent an efficient operational improvement.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

18. Public Recreation Benefits. In addition to revenue generation, the shelters provide several public recreation benefits:

- reduced heat and sun exposure for golfers;
- improved comfort during windy conditions;
- extended usability of driving ranges during midday hours; and
- enhanced and private environments for youth instruction and beginner golfers.

These benefits support the City's broader goal of improving accessibility to public recreation facilities.

CONFIDENTIAL TRADE SECRET INFORMATION - SUBJECT TO NMSA 1978 §14-2-1

19. CONFIDENTIAL AND PROPRIETARY INFORMATION. THIS APPENDIX CONTAINS PROPRIETARY TECHNICAL, OPERATIONAL, AND COMMERCIAL INFORMATION RELATING TO THE DESIGN, DEVELOPMENT, AND DEPLOYMENT OF THE PORTABLE CLIMATE-RELIEF PRACTICE SHELTER SYSTEM.

THE INFORMATION CONTAINED HEREIN REFLECTS CONFIDENTIAL BUSINESS STRATEGIES, ENGINEERING CONCEPTS, AND COMMERCIALIZATION PLANS DEVELOPED BY THE CONCESSIONAIRE AND ITS DEVELOPMENT PARTNER. DISCLOSURE OF THIS INFORMATION COULD PROVIDE COMPETITORS WITH INSIGHT INTO THE CONCESSIONAIRE'S INNOVATION STRATEGY AND PRODUCT DEVELOPMENT EFFORTS.

ACCORDINGLY, THE ENTIRE CONTENTS OF THIS APPENDIX ARE CONSIDERED CONFIDENTIAL TRADE SECRET INFORMATION TO THE EXTENT PERMITTED UNDER THE NEW MEXICO INSPECTION OF PUBLIC RECORDS ACT, NMSA 1978 §14-2-1.



EXAMPLES OF PROPRIETARY ELEMENTS DISCUSSED IN THIS APPENDIX INCLUDE, BUT ARE NOT LIMITED TO:

- STRUCTURAL DESIGN CONCEPTS;
- MODULAR BALLAST STABILIZATION SYSTEMS;
- TELESCOPING BASE ARCHITECTURE;
- CONVERTIBLE TRANSPORT WHEEL MECHANISMS;
- DEPLOYMENT AND STORAGE PROCEDURES;
- COMMERCIALIZATION AND OPERATIONAL DEPLOYMENT STRATEGIES; AND
- FINANCIAL MODELING ASSOCIATED WITH THE INNOVATION.

THIS LIST IS ILLUSTRATIVE RATHER THAN EXHAUSTIVE, AND THE CONCESSIONAIRE CONSIDERS THE ENTIRE APPENDIX TO CONTAIN CONFIDENTIAL TRADE SECRET MATERIAL.

DETAILED ENGINEERING DRAWINGS, MANUFACTURING SPECIFICATIONS, AND OTHER TECHNICAL MATERIALS ASSOCIATED WITH THE SHELTER SYSTEM ARE MAINTAINED SEPARATELY BY THE CONCESSIONAIRE AND ITS DEVELOPMENT PARTNER AND ARE NOT INCLUDED IN THIS SUBMISSION.

**PART 6
DRAFT AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Albuquerque, New Mexico a municipal corporation, (“City”), and _____, (“Contractor”), a _____, whose address is _____.

RECITALS

WHEREAS, the City owns the Ladera Golf Course (“Golf Course”) located at 3401 Ladera Drive NW Albuquerque, New Mexico 87120, which includes the Golf Course, Clubhouse;

WHEREAS, the City wishes to provide for the operation of the Golf Course, Clubhouse, and Concessions; and

WHEREAS, the City issued a Request For Proposals for the _____ Department, P_____, titled “_____”, which is Exhibit A to this Agreement; and

WHEREAS, the Concessionaire submitted its Proposal, dated_____, in response to P_____, which Proposal is Exhibit B to this Agreement; and

WHEREAS, the City desires to engage the Concessionaire to render certain services in connection therewith, and the Concessionaire is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Concessionaire shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

1. **Definitions.** For purposes of this Agreement, the following definitions apply:

- a. **Agreement.** The terms and conditions under which the City grants permission for Concessionaire to use the City's property, in particular, the City-owned Golf Course described herein, and to conduct the Concessions operations utilizing, ~~including~~ the Clubhouse, Snack Bar, Cantina, and Banquet Hall under the terms and conditions expressly set forth herein.
 - b. **Audit.** A financial examination, inspection or review of the records and calculations of the Concessionaire. An Audit shall be in the depth, extent, form and method of accounting as reasonably required by the City, shall be in accordance with generally accepted accounting principles (“GAAP”) in the United States, and shall be certified by a Certified Public Accountant (“CPA”).

At the City's discretion, examiners other than CPAs may participate in aspects of the examination, inspection or review and participate in providing the final report. The phrase "Audit" may include a limited inspection; examination or review of only such records as requested by the City; or an all-inclusive financial audit. The CPA will be selected by the City and must meet with the City before the Audit begins to obtain instructions as to the nature and depth of the examination.

- **Annual Audit** is any such Audit covering the period of one calendar year, as further described in Section 13 of this Agreement.
 - **Final Audit** is any such Audit covering the period from the commencement of this Agreement to the termination of the Agreement or, as appropriate, the last day of Concessionaire's possession of the Golf Course.
- c. **Business Transactions.** Any Concessions transactions contained in this Agreement, and that take place at any point in time on City property, are Business Transactions. Business Transactions include, but are not limited to, Greens Fees, pro shop sales, other Concession sales, banquet sales, food sales, beverage sales, liquor and alcoholic beverage sales; the number of persons who attend any event or reserved space, golf lessons and any other business that is part of the Concessionaire operations. The Concessionaire must enter all Business Transactions into the POS.
- d. **Chief Administrative Officer (CAO).** The Chief Administrative Officer of the City of Albuquerque, New Mexico; as used herein, the term includes the CAO's official designee as that person may be from time to time.
- e. **Clubhouse.** The Clubhouse is that portion of the Golf Course that includes the clubhouse buildings, banquet room facilities, pro-shop, snack bar, the power cart storage area, and the immediate surrounding areas where the Concessionaire provides service, but not including the remainder of the premises of the Golf Course within the parameters of the municipal golf course which is the subject of this Agreement.
- f. **Concessionaire.** The corporate entity with whom the City has contracted. The term as used herein includes the officers, employees, subcontractors and City-approved assigns of the corporate entity.
- g. **Concessions.** Concessions include, but are not limited to, sale of food and beverage, including alcohol sales; rental, sale, repair and service of golf equipment rental; the provision of driving ranges caddy services; rentals powered carts; vending machines; and the sales and rental of all other merchandise and services at, upon, or from the Golf Course and Clubhouse, with only the limitations as specifically provided herein.

- h. **Default.** Default is the failure to comply with any term of this Agreement.
- i. **Director.** The Director of the City's Parks and Recreation Department. As used herein, the term includes the Director's official designee as that person may be from time to time. The Director is the City's designated representative and person to contact under this Agreement.
- j. **Golf Course.** Golf Course shall mean the tees, greens, fairways, bunkers, lake, and roughs which make up the 27-hole course, the driving range, the practice putting green, and all grounds, roadways, and parking lots and all improvements within the external boundaries of the municipal golf course which is the subject of this Agreement.
- k. **Golf Professional.** The Concessionaire employee described in Sections 3.2.1 and 15.
- l. **Combined Concessions Gross Receipts.** The total, combined Gross Receipts from all categories of Concessions offered.
- m. **Gross Receipts.** The revenues received by Concessionaire from Concessions, as the term "Concessions" is defined herein. However, the following shall not be included in Gross Receipts:
- Greens Fees and other fees established by ordinance for the use of the Golf Course;
 - Prizes. Any amounts received by the Golf Professionals or Concessionaire as prize money at golf tournaments entered into by the Golf Professional;
 - Taxes. All readily ascertainable taxes such as sales taxes, luxury taxes, excise taxes, gross receipts taxes, and similar taxes imposed by any governmental agency upon articles sold from the Concessions, whether such taxes are imposed by existing or future laws, rules, regulations or ordinances.
 - Returned Merchandise. Merchandise which is returned by the purchaser and accepted by the Concessionaire with proof of return;
 - Allowances. All allowances or credits made by the Concessionaire to its customers for return of defective merchandise with proof of return;
 - Other. All returns, refunds or credits received by the

Concessionaire in settlement of claims for loss or damage to goods, wares or merchandise;

- Insurance proceeds. Any amounts received by the Concessionaire from insurance companies in settlement of claims for injuries to person or property as a result of insurance coverage which is provided by the Concessionaire as required herein; and
 - Sales not in the Ordinary Course. All sales of trade fixtures and trade equipment used in the operation or maintenance of the Clubhouse or Concessions if such sales are not in the ordinary course of business.
- n. Merchandise. Merchandise means the golf and sports equipment, clothing, tools, paraphernalia, especially that relating to golf, which the Concessionaire displays for sale and sells in the “pro shop” and elsewhere in the Clubhouse and on the Golf Course.
- o. Minimum Annual Guarantee. The minimum amount of money due the City annually, on a daily basis, as consideration for the rights granted Concessionaire.
- p. Operation Manual for the City of Albuquerque Municipal Golf Courses. The official manual issued by the City, as now established or hereafter amended, which policies are incorporated herein by reference. It is a primary obligation of the Concessionaire to comply with this manual as amended from time to time.
- q. Parks and Recreation Department (PRD). The Department within the City organizational structural where the Golf Management Operations Division resides.
- r. Percentage Payment. The sum of money due the City as the City's share of Gross Receipts, as defined in herein.
- s. Point of Service (POS). The City’s electronic computer system for tracking sales and financial transactions at the Golf Course.
- t. Principal of the Company. A shareholder, partner, member of a limited liability company or natural or artificial person otherwise owning a percentage interest in the Concessionaire of at least 30%.
- u. Termination Date. The last day of the Term of the Agreement or any earlier Termination of the Agreement.

- v. **Unsatisfactory Performance.** Any conduct or pattern or course of conduct, however minor individual incidents may be, which results in a complaint to the Director of PRD, the CAO or other City officials by members of the public, and which conduct or pattern of conduct, remains unresolved thirty (30) days after written notice to the Concessionaire by the City of the nature of the complaint or complaints, in particular but not limited to, not easily quantifiable conduct such as competency, courtesy, customer service, quality of merchandise, failure to keep posted hours on a regular basis, failure to have a Golf Professional on site on a regular basis, or failure to provide adequate staffing and trained staff
2. **Right of entry upon premises.** The City, and its agents and employees, shall have the right to enter upon the Golf Course and enter the Clubhouse to inspect the same, to protect its rights, and to perform service and maintenance pursuant to its obligations under this Agreement.
3. **Privileges of concessionaire.** During the term of this Agreement, the Concessionaire has the exclusive right, privilege, and obligation to operate the Golf Course and Concessions and use the Clubhouse as provided in the Agreement and to provide the services of the Golf Professional at the Golf Course in the manner described in this Agreement. The system in which golf tee times are scheduled and processed is the sole responsibility of the City. Concessionaire agrees to schedule and process golf tee times in combination with hand written tee sheet, Point of Sale system, and the most current Golf Operation Manual. If the City chooses to change this system, advanced notice in writing will be issued along with advanced notice of training sessions.
4. **Obligations of Concessionaire.** The Concessionaire shall operate the Golf Course including the Clubhouse, Banquet Room, and Concessions in accordance with the purpose and terms of this Agreement and established City Manuals and Policies, which have been delivered to the Concessionaire.
 1. **Golf cart fleet.** The City will provide a fleet of sixty-five (65) leased golf carts for daily rental to the Concessionaire. The Concessionaire shall be responsible for all annual golf cart preventive maintenance and liable for any golf cart loss or damage. The concessionaire shall pay for such loss or damage within thirty (30) days of the receipt of an invoice from the city. The Concessionaire and City will execute a sublease agreement, which shall include (but not be limited to) the following responsibilities on the part of the Concessionaire, at its own expense: operate the golf cart fleet, perform all aspects of preventative as well as curative maintenance, keep the fleet clean and prepared for daily rental, pull and store carts daily, fuel carts as needed, and coordinate all warranty work through City personnel and golf cart vendor. The Concessionaire shall pay the City's monthly lease payment for sixty-five (65) carts at one hundred thirty six and 48/100 dollars (\$136.48) per golf cart. For providing this service, the Concessionaire will retain eighty-five percent (85%) of all cart rental income. The Concessionaire will pay to the City the balance of fifteen percent (15%) daily through the point of sale. The Concessionaire will provide one (1) golf cart from the current fleet free of charge to the City for its sole use.

2. **Other rentals and revenue generating activities.** Rentals other than golf carts and range balls often supplement the public's ability to play the game of golf as well as generate additional revenue. Variations on the game of golf, including special events and activities (e.g., driving and putting contests, nighttime golf, and special on-course food and golf events), can create attraction and interest in the course. Activities other than ball golf (e.g., disc golf) can diversify the public's use of the course, make the course more accessible to a broader spectrum of the public, and add revenue streams. The successful Offeror's proposal shall include detailed ideas for how the Concessionaire will offer these types of other rentals and activities.
3. Concessionaire is the qualified operator of the City of Albuquerque's governmental liquor license and is bound by and agrees to comply with all State laws and regulations concerning the sale of alcohol. There is a separate liquor license agreement that accompanies this agreement.
4. Concessionaire shall consult with the Director, or its designee, at least two times per year to review the charges that Concessionaire is charging for golf cart rentals, range ball rentals, and all other concessions on site in order to maintain balance in the relationship between greens fees and all other sales items at the golf course.

The obligations of this Agreement are material, and for those obligations involving a deadline, time is of the essence.

5. **No Assignment:** The Concessionaire shall not assign, delegate, sublease or assign any food and beverage service, or banquet facility service, or any right or privilege or obligation arising under the Agreement.
6. **Operational plan.** The Concessionaire shall provide the City with an Operational Plan consisting of the scope of services, operational procedures, staffing plan, financial management, customer service, health and safety compliance, facility and equipment management, marketing, and performance metrics. ~~later than:~~
7. **Use of facility.** The Concessionaire shall make no other use of the Golf Course including the Clubhouse and Concessions except as authorized herein.
8. **Credit and debit card fees.** Any fees associated with the use of credit or debit cards in the operation of the Concessionaire's business shall be paid by, and are the sole responsibility of, the Concessionaire. Credit and debit card fees will be billed by PRD on a monthly basis.
9. **Fuel.** Fuel utilized by the concessionaire that is provided by the COA will be billed by the COA on a monthly basis.
10. **Marketing / Advertising:** The City shall designate a minimum of five percent (5%) of the Concessionaire's Combined Concessions Gross Receipts for marketing and/or advertising purposes. The Concessionaire shall establish and maintain a three-year marketing plan for Ladera Golf Course with the intent of growing all Concessionaire revenue activity where new market

revenue segments are identified and strategically outlined for the development of the golf course.

1. The Concessionaire shall not place any form of advertisement, without first obtaining approval in writing from the Director. Advertising that may be considered by the public to be lewd, offensive, or otherwise distasteful is not permitted. The Concessionaire shall not build or construct, or permit the installation of signage or other advertising on the Golf Course including the Clubhouse and Concessions, without the prior written consent of the Director.
2. Greens fees and cart specials may be negotiated from time to time. These specials must first be approved by the Director of the Parks and Recreation Department.

11. **Groups, Tournaments and Special Events:** A tournament is defined as a championship series of games or athletic contests where competitors compete for a prize. For City of Albuquerque purposes, a tournament is further defined as any group greater than thirty-two (32) players that competes for a prize. Tournaments and/or tournament play must be approved by the Superintendent of the Golf Management Division. Tournaments commonly include a fee structure that includes the following fees: greens fees, cart rental fees, range fees, food and beverage fees, cork fees (i.e. a tournament administration fee), gift card fee (i.e. a prize) and a benefit fee – paid if the tournament is a fund-raising event. The Concessionaire shall have the right to charge a fee for tournament administration and preparation costs. The Director of the Parks and Recreation Department retains course operations authority, including the right to close the course for periods of time and to limit the amount of play including the right to reduce or waive Green Fees for tournaments where it serves the welfare of the community.

Tournament events and the number of participants shall be communicated in email form to the Golf Management Division Superintendent prior to the 1st of each month.

The notice will include an outline of costs and tournament fees that will be applied to the event. **Full Tournament Greens Fees must be charged unless otherwise agreed to by parties via City Reduced or Waived Greens Fee form authorized by the Director.** Concessionaire will use a City Approved Tournament Software Program.

12. **Promote youth use of the facility.** The Concessionaire shall make the Golf Course, including the Clubhouse and Concessions, available to youth as well as the adults of the City during regular business hours and shall promote formal youth golf programs.
13. **Money handling and reporting.** The Concessionaire shall follow the Golf Operations & Concession Manual, and shall adhere to Administrative Instruction NO: 2-8, *Cash Handling, Depositing, and Recording of Public Monies*, when handling all revenues collected at the Golf Course, including the City's Cash Handling Manual. Training on cash handling policies in accordance with Administrative Instruction NO: 2-6, *Employee Cash Handling Training Program*, is required by all staff that complete POS transactions.
 - 13.1 **Annual Audit.** Concessionaire shall keep complete and accurate books of accounts and records of its business and operations pursuant to this Agreement. The Director

may require the keeping of additional records or accounts which are reasonably necessary for purposes of identifying, accounting for and reporting all revenues. For the term of this Agreement, the City has the right to review or audit Concessionaire's books and records in accordance with regularly accepted accounting and audit standards regarding any amounts which may be owed under this Agreement. All such books, records, and accounts of Concessionaire shall be retained by Concessionaire for a period of six years from termination of this Agreement. If the City elects such an Annual Audit, the City will give the Concessionaire thirty (30) days written notice that such an Annual Audit is required.

In addition to paying all fees owed under the Agreement plus interest, in the event the audit finds that Concessionaire has underpaid the fees owed for any year in an amount exceeding 5% of the fees actually paid, Concessionaire shall pay the City's expenses of the audit, including the CPA fees.

The CPA and any other professionals involved in the Annual Audit will be selected by the City and must meet with the City for instructions as to the nature, detail, extent and depth of the Annual Audit before the audit is begun. If questions arise during the course of Annual Audit, the CPA and other professionals may seek further instruction from the City.

Failure to cooperate with the Annual Audit or failure to maintain records adequate to permit a CPA's thorough examination of the financial status of the Concessionaire shall constitute a material Default. If the CPA conducting the Annual Audit determines that the records maintained by the Concessionaire are inadequate, in his/her judgment, to perform an appropriate examination, the CPA's decisions, with the City's concurrence, shall be final and no period of "cure" shall be permitted for such a Default.

14. **Minimum Annual Guarantee (MAG):** The MAG is defined as the minimum amount of money due to the City annually, on a calendar year basis, including the required Percentage Payment of liquor sales (less gross sales tax), as consideration for the rights granted to the golf course Concessionaire. Per calendar year, the Concessionaire shall pay the City a "Minimum Annual Guarantee" (MAG) of One Hundred Thirty-Five Thousand Dollars (\$135,000). The MAG shall be payable to the City following a year end reconciliation of the difference between the MAG and the annual Percentage Payment due for the Combined Concessions Gross Receipts. The final MAG payment, if any, shall be paid by the end of June of the current City fiscal year. Such payments shall be made through an electronic deposit process as established by the City Treasurer. The MAG is not negotiable. Concessionaire will be responsible to initiate an Annual Compliance Audit performed by a reputable CPA firm and provide findings to the Fiscal Manager of the Parks and Recreation Department by December 31 of each calendar year included under this Agreement. Concessionaire will be responsible for any and all expenses related to the initiation and completion of the Annual Compliance Audit.

14.1 Percentage Payment. The Concessionaire shall pay the City the following percentage of Gross Receipts generated during the Term of this Agreement:

Food – Fifteen percent (15%)
 Merchandise – Five percent (5%)
 Golf Cart Rentals– Fifteen percent (15%) as provided by separate agreement.
 Range Balls – Fifteen percent (15%)
 Golf Lessons Sales – Five percent (5%)
 Banquets and Other Rentals – Fifteen percent (15%)
 Alcohol/Liquor – Twenty Five Percent (25%) as provided by separate agreement.

The Percentage Payments are collected daily through the point of sale; the amount of percentage collected is accounted for and monitored by PRD Golf Management.

14.2 Additional Revenue Share Incentive Based on Total Rounds Played. Upon written notice by Concessionaire to the City, an annual increase in the total number of paid nine (9) hole rounds played as compared with the total number played for the prior fiscal year, will result in the City paying the Concessionaire an incentive, listed below. The Concessionaire must invoice the City within sixty (60) days of the end of City's fiscal year on June 30 to receive payment of incentive. Basis for this incentive will be on rounds played in the previous fiscal year.

Percentage	Incentive
1%	\$10,000
2.5%>	\$20,000

14.3 Green Fees: Fees are established by municipal ordinance for the public's use of the golf course for playing the game of golf (see ROA 1994, Section 10-8-4). The fees are charged on the basis of 18-hole games and the rates vary by season of the year and/or time of day. Seniors, youth and other groups may be charged discounted rates. The Concessionaire shall provide one hundred percent (100%) of green fees to the City of Albuquerque. Credit or barter accounts shall not be extended for daily green fees to any customer. Green fees for weekday holidays are established at the weekend rate. Green fees may change at the discretion of the City, provided that, any such changes shall be communicated to the Concessionaire.

14.4 Payment Due Dates and Interest on Late Payment.

All Green Fees and Percentage Payment for Combined Concessions Gross Receipts are due without invoice, demand or notice, as follows:

The Concessionaire shall deposit all Green Fees daily without exception. Credit or Barter Accounts may not be extended for daily Green Fees to any customer.

The Concessionaire shall pay any payment, for which an invoice or statement is

issued, within 30 days of invoice. Any unpaid balance after the 15th shall be charged 1.5% interest per month, commencing on the first day of the unpaid month, until paid in full.

14.5 Delinquent Payments, Interest, Disputed Charges.

Any payment not paid when due shall be considered delinquent and any payment or balance of any payment not paid within 10 days of the due date shall accrue interest at eighteen percent (18%) per annum [1.5% interest per month], commencing on the first day of the unpaid month, until paid in full. For the purpose of assessing and calculating interest on any payment due from the Concessionaire, the City may, but is not required to, apply as off-set to monies due from the Concessionaire any credits the Concessionaire may otherwise have with the City. Partial payments of principal or payment of interest by the Concessionaire will not waive any other right of action available to the City in event of default by the Concessionaire. Provided that the Concessionaire has given written notice of a disputed item within 15 days of receipt of the first invoice or other notice to pay issued by the City, interest shall not accrue with respect to the disputed item, if being contested in good faith by the Concessionaire, during the period of the dispute as provided in Dispute Resolution section herein. Acceptance by the City of any payment due shall not be deemed to be a waiver by the City of any breach of the Agreement nor shall it preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

14.6 Reconciling Minimum Annual Guarantee and Annual Percentage Payment.

On or before January 31 of the succeeding year, for each Calendar Year during the Term, the Concessionaire shall calculate the Annual Percentage Payment for Combined Concessions Gross Receipts due to the City. If, after year-end reconciliation, the total monthly Percentage Payment is less than the MAG, PRD Golf Management will invoice the Concessionaire for the difference. The Concessionaire shall make the final MAG payment if any, by the end of the fiscal year in June. Such payments shall be made through an electronic deposit process as established by the City treasury.

14.7 Final Payments and Final Audit.

14.7.1 Green Fees and Daily Cash Report. Upon termination of this Agreement for any reason, the Concessionaire shall immediately pay all Green Fees due and deliver all Daily Cash Reports to the City for each day through the date of Termination of this Agreement

14.7.2 Minimum Annual Guarantee. Upon termination of this Agreement for any reason, and within thirty (30) days after termination, the Concessionaire shall pay to the City the balance, if any, of the Minimum Annual Guarantee, for the calendar year in which this Agreement is terminated, prorated to the date of termination as well as the amount of the Percentage Payment of Combined Concessions Gross Receipts due and which has not been paid during the Calendar Year.

14.7.3 Final Audit. Upon termination of this Agreement for any reason, the Concessionaire shall cooperate in a Final Audit as defined herein which shall be commenced within thirty (30) days of the Termination Date. If the City elects such a Final Audit, the City will give the Concessionaire thirty (30) days written notice that such a Final Audit is required. The requirements and procedures of the Annual Audit shall apply to the Final Audit.

14.7.4 Revenue Control System. The revenue control system or procedure used by the Concessionaire shall conform to the City's internal cash control requirements and be in accordance with generally accepted accounting principles ("GAAP") in the United States. At any time determined by the City, the City may review the Concessionaire's revenue control system and require the Concessionaire's procedures be modified to conform to City requirements and GAAP.

14.7.5 Acceptance of Payment Not a Waiver. Payment of any fee or other amount upon termination or at any other time during the Term of the Agreement and the acceptance of such payment by the City shall not release the Concessionaire from any other obligations under this Agreement, nor result in the City's waiving any of its rights under this Agreement or in equity or at law.

14.7.6 Liquidated Damages. Should the Concessionaire fail for any reason to maintain records sufficient for an accurate determination of the Percentage Payment, falsify records, destroy records or otherwise intentionally or negligently prevent an accurate calculation of the Percentage Payment for any time period during the Term of the Agreement, in addition to all other remedies available to the City, the City shall be entitled to payment from the Concessionaire of liquidated damages in the amount of five (5) times the Minimum Annual Guarantee for each calendar year in which the records are unavailable or inadequate. This amount shall not be prorated by month or day.

15. Full-Time Golf Professional: The Concessionaire shall provide the services of at least one, Class "A" Professional Golf Association (PGA) Golf Professional. The Golf Professionals shall devote their respective full-time, skill, labor and attention to the operation of the Golf Course including the Clubhouse and, Concessions. One PGA, Class "A" Golf Professional is required to be available at all times during normal golf course operational hours. Each Golf Professional shall provide his / her services to the Concessionaire twelve (12) months each year, except for absences which are authorized. A substitute for a named Golf Professional may be utilized if the substitute is a PGA Class "A" member and the Concessionaire has obtained the prior approval of the Director of the Parks and Recreation Department for both the substitute and the time period of the substitution.

The following PGA member classifications are acceptable.

PGA Member Classification:

- A-1 Head Professional at a PGA Recognized Golf Course,
- A-2 Head Professional at a PGA Recognized Golf Range,
- A-4 Director of Golf at PGA Recognized Golf Facilities, A-6 Golf Instructor at a PGA Recognized Facility,
- A-8 Assistant Pro
- A-9 Employed in Professional Positions in Management, Development, Ownership Operation and/or Financing of Facilities,
- A-13 General Manager and
- A-14 Director of Instruction
- B-1 / B-2 Apprentice Head Professional
- B-8 Apprentice Assistant Golf Professional

- 15.1 **Certification.** Each Golf Professional and any proposed substitute shall submit a copy of his PGA class "A" and "B" certification annually to the Golf Management Division office, no later than April 1 of each year during the Term of the Agreement.
- 15.2 **Work Days and Vacation.** Each Golf Professional shall establish a work schedule which may include, at his or her discretion, up to two non-working days each calendar week and, provided the Concessionaire has obtained the Director's approval for a qualified substitute golf professional, two weeks of vacation each year (which weeks may but need not be consecutive). Absent an emergency situation, the Golf Professionals shall not schedule their weekly or vacation days -off on same days.
- 15.3 **Sick, Emergency and Personal Leave.** In addition to weekly days-off and annual vacation, each Golf Professional may be absent from the Golf Course due to illness or other personal reasons, for a maximum of twelve (12) days each year, without further approval of the Director.
- 15.4 **Tournaments and Professional Activities.** The City recognizes and acknowledges that Class "A" PGA Golf Professionals, in furtherance of such membership and qualification, may participate in or attend up to eight (8) annual tournaments sponsored by the PGA, selected at the Golf Professional's discretion, and such additional tournaments as are approved in advance by the Director. Absence by the Golf Professional in order to participate in tournaments shall not reduce the time available to the Golf Professional for annual vacation, weekly days off, or personal leave days.

- 15.5 Professional Instruction: The Concessionaire shall ensure that golf instruction shall be provided by certified PGA Class “A” golf professionals. The Golf Professional shall promote and conduct golf tournaments and exhibits to benefit and enhance the general operation of the Golf Course. The Golf Professional shall have the right to use his personal identification as a qualified Class “A” member of the PGA in all advertising and promotion of tournaments. Professional instruction is only permitted by the Concessionaire or Concessionaires employee/s. No other instructors, whether affiliated or unaffiliated with Concessionaire, are permitted to teach for monetary compensation on City facilities without written permission from the Director of Parks and Recreation.

16. **General Management of Golf Course and Club House:**

- 16.1 **Hours of Operation:** The Golf Course and Clubhouse shall be open for play every day of the year except December 25, unless an emergency or natural catastrophe prevents operation of the Golf Course or Clubhouse. City owned golf courses are scheduled to be open for play, daylight to dusk. Concessionaire shall provide services to the public to meet seasonal demand and shall keep the Clubhouse open each day the Golf Course is open for play. The Golf Professional(s), in agreement with the Golf Management Division, may close a course (or portions thereof) for emergency repairs, maintenance, or weather-related events. In the event of a course closure, the pro shops and/or concession operations may remain open at the discretion of the Golf Course Managers- along with Golf Professional(s) and/or the concession operators.
- 16.2 **Temporary Closures of Golf Course.** If City maintenance activities require closing all or a part of the Golf Course, including closing due to inclement weather, the Director or its designee shall notify the Clubhouse Manager and Golf Professional in advance verbally and make reasonable efforts to coordinate the closure to minimize disruption of scheduled events and day-to-day business; however, the City is not responsible for Golf Professional’s or Concessionaire’s loss of revenue as a result of any closure. In addition to giving verbal notice to the Clubhouse Manager and Golf Professional, the City shall post at least one notice of closing in a conspicuous area near the Clubhouse. The Concessionaire does not have the authority to close the Golf Course.
- 16.3 **Point of Sale (POS).** Concessionaire shall use the City’s Point of Sale (POS) system to record all business transactions, including but not limited to Greens Fees, pro- shop sales, other concession sales, banquet sales, alcohol sales, and any other revenues collected in connection with the Concesss. The Point of Sale System software and hardware (including all computers, printers, firmware, and any other attached devices) are and shall remain the property of the City. Concessionaire shall not use the Point of Sale System, computers, printers, or any other devices for anything other than normal business. Internet usage of City computers and City Internet service is strictly prohibited. Concessionaire will be responsible for any repairs to any computer or system if damaged as a result of accessing Internet sites which cause the computer or the City’s system to be infected with computer

damage causing code (E.G. virus, worms, and Trojan horses). Concessionaire will be responsible for any repairs or replacement to any computer or electronic POS system if damaged due to negligence. Concessionaire shall be invoiced by the City for reimbursement for any and all repair costs incurred by the City directly or through its chosen service vendor.

- 164 **Management and Staff.** The Concessionaire shall provide at its own expense all staff necessary to perform the Concessionaire's obligations.
- 165 **Customer Service / Professional Conduct.** The Concessionaire shall require employees and staff to present a professional, cordial and friendly approach to the public. Concessionaire shall require its staff and employees to follow the rules of conduct and dress as prescribed by the PGA.
- 166 **Clubhouse Manager / Banquet Facility Manager.** In addition to the PGA Golf Professionals, the Concessionaire shall have on site during all hours of operation, a Clubhouse Manager/Banquet Facility Manager. The Clubhouse Manager/Banquet Facility Manager shall be on-call after hours for emergencies related to the Clubhouse and Banquet Facility.
- 167 **Pro Shop.** Included in the Concessions is the Concessionaire's exclusive right to sell golf equipment and apparel and to render golf-related services.

 The Concessionaire shall provide within the Clubhouse an attractive and amply supplied Pro Shop for the sale of golf-related equipment and supplies, equipment for rental of power and caddy carts, for rental of driving range balls and clubs, for rental of golf equipment, and for other services which will accommodate and be of convenience to the public in the game of golf. The Concessionaire will make every effort to have a diverse inventory with items in several price ranges. All sales shall be through the POS. The Concessionaire shall limit Merchandise to that primarily used by those persons playing the game of golf; that is by way of example and not delineation: golf clubs, putters, balls, tees, markers, washing devices, cases for clubs, protective covers for clubs, gloves, shirts, pants, shoes, books and manuals and similar items.
- 168 **Merchandise Inventory.** The Concessionaire holds the exclusive right to sell golf equipment and apparel and to render golf-related services. The Concessionaire shall provide an attractive and amply supplied Pro Shop for the sale of golf-related equipment and supplies, equipment for rental of power and caddy carts, equipment for rental of driving range balls and clubs, equipment for rental of other golf equipment and for other services that promote convenience to the public in the game of golf. The inventory of golf equipment, supplies and apparel shall be maintained at a minimum wholesale value of fifty thousand (\$50,000.) Inventory sales must equal one and one half (1 ½) turnover each year. The Concessionaire shall prove adequate pro shop staffing levels to meet peak periods of business.

169 Rules and Regulations. Subject to provisions of the Operation Manual for the City of Albuquerque Municipal Golf Courses and with the Director's prior written approval, the Concessionaire may establish and apply rules and regulations regarding the use of the Golf Course and the conduct of the players and other persons while on the premises.

16.10 Operating Policy. The Concessionaire must operate and manage the Clubhouse, Concessions and Golf Course in compliance with the current Operation Manual for the City of Albuquerque Municipal Golf Courses. The Concessionaire must acknowledge receipt of a copy of the current Operation Manual for the City of Albuquerque Municipal Golf Courses.

17. Food and Beverage Service: All food and beverage service in the snack bar/restaurant shall be operated in compliance with the City health regulations and requirements and all applicable laws, statutes and ordinances of the State of New Mexico and the City of Albuquerque. Concessionaire agrees to maintain a daily beginning food and beverage service inventory of a wholesale value of at least twenty-five hundred dollars (\$2,500.00) on site.

17.1 Point of Sale. The Concessionaire shall use the City's Point of Sale (POS) system to record all business transactions. One Point of Sale station must be fully operational during normal hours of operation.

17.2 Snack Shop. In the Clubhouse, the Concessionaire shall establish, equip, operate and maintain a dining area or snack shop with kitchen facilities for food preparation or for serving of prepared food from that day, which snack shop shall be open at all times in which the golf course is open including during wintertime or periods of slow time during non-peak hours. One POS station must be fully operational during normal hours of operation.

17.3 Clubhouse Manager / Facility Manager. In addition to the PGA Golf Professionals, the Concessionaire shall have on site during all hours of operation, a Clubhouse Manager/ Facility Manager. The Clubhouse Manager/ Facility Manager shall be on-call after hours for emergencies related to the Clubhouse and Banquet Facility.

17.4 Sale Fixtures – Vending Machines. If the devices are approved in advance by the Director, the Concessionaire may install vending machines for the sale of merchandise, food and beverage.

17.5 Care of the Buildings and Equipment. Concessionaire shall keep all City real and personal property used pursuant to this Agreement in good condition; ordinary wear and tear excepted. Concessionaire shall provide daily custodial, maintenance, and upkeep services as necessary to maintain an attractive appearance for the Clubhouse and other buildings used by Concessionaire, including keeping the Clubhouse (including restrooms) neat, clean, and in good repair at all times. Concessionaire shall pay for all related costs for labor, upkeep, equipment, janitorial material and maintenance supplies (including light bulbs). The

Concessionaire shall provide all routine janitorial and maintenance services on the exterior of the Clubhouse and all buildings used by the Concessionaire within a 100-foot perimeter as necessary to keep these areas neat, clean, and in good repair, including free of litter and weeds, at all times. The Concessionaire will also provide quarterly enzyme treatments on all plumbing, specifically kitchen sinks and grease traps. The Concessionaire is responsible for the pumping costs associated with a minimum of bi-annual pumping of grease and sand traps used by the Concessionaire. The Concessionaire shall not make any repairs or renovations at the expense of the City, unless specific, prior authorization of the Director is obtained. The Concessionaire shall pay any repair, upkeep, custodial, repair or maintenance expenses incurred by the City as a result of Concessionaire's acts or omissions within 30 days of receipt of an invoice.

- 17.6 Preventative/Routine Maintenance.** The Concessionaire shall perform all regular annual preventive maintenance on all kitchen equipment and exhaust systems as per warranty instructions provided with the equipment and as per manufacturer specifications and as required by City health and building codes. The Concessionaire will also provide quarterly enzyme treatments on all plumbing, specifically kitchen sinks and grease traps. The Concessionaire shall be liable for any and all damages to equipment caused by improper preventive maintenance. The City shall maintain the electrical system, the plumbing system, and the heating and air conditioning system.
- 17.7** The Concessionaire shall immediately notify the Director if any City fixtures or City equipment in the Clubhouse breaks or malfunctions or otherwise when repair or replacement is necessary. The City will promptly provide and pay for the repair or replacement unless the damage is due to Concessionaire's negligence or intentional acts or omissions . City is not responsible for any damage to Concessionaire's equipment, food spoilage or loss resulting from loss of refrigeration, or any other damage resulting from malfunctioning City equipment.
- 17.8** The City and the Concessionaire shall meet on the yearly anniversary of the execution of this Agreement and evaluate what if any City and Concessionaire equipment is in need of repair or replacement. Each party shall then repair or replace such equipment at its own expense.
- 17.9 Complaints and Public Relations.** The Concessionaire shall promptly and courteously respond to and address complaints from the public and shall maintain a proactive, positive and honest public relations program. The Concessionaire shall inform the Director of significant issues which may affect or be of issue to the City. An Unsatisfactory Performance, whether minor or material, which remains uncured for thirty (30) days after written notice to the Concessionaire by the City is a Default of the terms of this Agreement. The Concessionaire shall not make, and shall instruct its employees to not make in connection with Concessionaire, any public statement or remark (orally or in writing) related to the Golf Course and its operations that is false or disparages, defames or slanders the city, any City officials

or employees, or other golf courses owned by the City, or services of any of them. If any conduct by Concessionaire violative of this Section 17.9 brings negative publicity to the City, the Golf Course, or to any city employee associated with the Golf Division, it shall be cause for termination of this Agreement. Nothing herein shall prevent Concessionaire or its employees from making truthful statements in connection with any legal proceeding or in any official government investigation.

17.10 Inventory of Concessionaire's Property. Within 10 days of the execution of this Agreement and on or before November 10th and July 10th of each year, the Concessionaire shall deliver to the Director an inventory of all furniture, fixtures and equipment rightfully belonging to the Concessionaire as of January 1 for each year thereafter, and as of the date of termination of Agreement. Additionally, at any time a substantial change to the Concessionaire's inventory occurs, the Concessionaire shall promptly update the inventory and provide the updated inventory to the Director.

17.11 Inventory of City Property on the Premises. Within 10 days of the execution of this Agreement, the City shall provide the Concessionaire with an inventory of the Clubhouse personal property belonging to the City. Additionally, at any time a substantial change to the City's property inventory occurs, the City shall update its inventory and provide the Concessionaire with the updated inventory.

17.12 Utilities. The Concessionaire will provide and pay for all utilities used in snack/Pro-Shop operation, including but not limited to internet, electricity and gas. The City will provide and pay for water, sewer, telephone and refuse services.

17.13 No Gifts. The Concessionaire shall not give away any of the following without the prior written approval of the Director of the Parks and Recreation Department: food, beverages, merchandise, services or equipment usage or golf course usage. The Concessionaire shall not permit play at less than the rate approved by the City or allow free play or provide free passes for play unless such passes or play have been approved by the Director. Concessionaire employees may have limited green fees privileges provided no such employee shall displace any green fee paying customer. Discounted/Complimentary green fees privileges/employee rounds will only be offered after 10:00 AM. Discounted employee rounds may not exceed two (2) rounds per week.

Only Concessionaire's employees may have limited green fees privileges provided no such employee shall displace any green fee paying customer. The Concessionaire must provide a monthly report to the City reflecting all discounted employee rounds of golf. Discounted employee rounds can only be offered on weekdays and afternoons after 1 pm and not to exceed 2 rounds per week. Any golfing privilege prior to 1 pm must be approved only by the Golf Pro. Golf Marshal's duties will be reviewed with Concessionaire annually.

17.14 Taxes and Licenses. The Concessionaire shall maintain all necessary licenses and pay all taxes that are required to be paid by the Concessionaire under this Agreement. Each Golf Professional providing instruction or other services for payment shall be registered with the State of New Mexico Taxation and Revenue Department, possess a City of Albuquerque Business License, and satisfy all New Mexico and federal tax laws.

17.15 Payment of Obligations. During the term of this Agreement, the Concessionaire shall pay all its bills, debts and obligations promptly and prevent any mechanic's or material man's lien from being placed on any golf course related property.

- 18. Time of Performance.** The Term of this Agreement shall be five (5) years commencing on the date of final execution of this Agreement and continuing through _____, ("Term"), unless otherwise terminated in the Termination section herein. By mutual written agreement, the parties may extend the Term of the Agreement for one (1) additional five (5) year term.
- 19. Indemnity.** The Concessionaire agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Concessionaire under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Concessionaire or Concessionaire's agents, employees or subcontractors. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
- 20. Bonds and Insurance.** The Concessionaire shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 or any bonds per the attachments to Exhibit A have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.
- 21. Independent Contractor.** The Concessionaire and its employees, agents and contractors are not employees of the City of Albuquerque for any purpose whatsoever. The Concessionaire is an independent contractor at all times in the performance of this Agreement. The Concessionaire acknowledges and shall make clear to its employees, agents and contractors that they are not entitled to any benefits from the City under the provisions of the Workers' Compensation act of the State of New Mexico, nor to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance and now enacted or hereafter amended. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship of principal and agent, partners, joint ventures or any other similar relationship between the City and Concessionaire. Neither the method of computation of fees or rent, nor any other provision of this Agreement, nor acts or parties hereto creates a relationship other than City and Concessionaire.

22. **Disruption of Golf Course Operation.** Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by an Act of God or nature, weather condition or any other circumstance for which it is not responsible or which is not within its control. Furthermore, from time to time during the term of this Agreement, the City will initiate and carry forward construction, reconstruction, maintenance and repair of the Golf Course and its facilities. Such activities may inconvenience or temporarily interrupt Concessionaire's operations. The City shall not be liable to the Concessionaire for such interruption. The interruption or disruption does not waive the City's rights under this Agreement or justify abatement or offset by the Concessionaire in monies due the City. The interruption or disruption shall not be deemed a breach of any covenant of quiet enjoyment. If the City engages in a Major Project at the Golf Course that has a significant impact on golf related revenues, then a revised mutually agreed upon Minimum Annual Guarantee [MAG] will be negotiated between the City and Concessionaire for such period of time of the Major Project. Any such revision will not affect the Percentage Payment for Combined Concessions Gross Receipts due each month to the City.
23. **Damage or Destruction of Clubhouse or Golf Course.** If the Clubhouse is destroyed by fire, flood, casualty, war, or other occurrence, then at the election of either party, this Agreement shall terminate.
24. **Discrimination Prohibited, Civil Rights Compliance.** In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.
25. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Concessionaire will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.
26. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Concessionaire agrees to comply with all such requirements, if applicable.

27. **Establishment and Maintenance of Records.** Records shall be maintained by the Concessionaire in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.
28. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Concessionaire's records with respect to all matters covered by this Agreement. The Concessionaire shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Concessionaire understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

NOTICE. All notices required to be given hereunder shall be given personally in writing or be sent, postage prepaid, by registered or certified mail by either party at the addresses given below:

Notice to City: Chief Administrative Officer for the
City of Albuquerque
City-County Government Center, 1 Civic Plaza
P.O. Box 1293
Albuquerque, New Mexico 87103

With a copy to: Director of the Parks and Recreation Department
1801 4th Street NW
Albuquerque, New Mexico 87102

Notice to Concessionaire: _____
Albuquerque, New Mexico

With a copy to: _____
Albuquerque, New Mexico

Either party may change the address for notice by delivering to the other party a writing referring to this Agreement and stating the new address.

The effective date of service of any notice shall be the date the notice is mailed, or if delivered personally, the date the notice is delivered.

29. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole

or in part, any reports, data or other materials prepared under this Agreement.

30. **Compliance with Laws.** In providing the Scope of Services outlined herein, the Concessionaire shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.
31. **Changes.** The City may, from time to time, request changes in the Scope of Services of the Concessionaire to be performed hereunder. Such changes, including any increase or decrease in the amount of the Concessionaire's compensation, which are mutually agreed upon by and between the City and the Concessionaire, shall be incorporated in written amendments to this Agreement.
32. **Assignability.** The Concessionaire shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.
33. **Termination.**

33.1 **By Concessionaire.** The Concessionaire may terminate this Agreement for cause, either during the Term or during any potential extension by giving ninety (90) days written notice to the City. If Concessionaire terminates this Agreement with less than 90 days' notice, unless such termination is approved by the City, the Concessionaire, its principals and its named Golf Professionals shall be barred from any future concession, recreation or sports contract or agreement with the City.

33.2 **By the City.** The City may terminate this Agreement for cause, by giving thirty (30) days written notice to the Concessionaire, for any cause, including but not limited to:

- a. Unavailability of Golf Professional: In the City's sole discretion, the unavailability for any reason of the named Golf Professional, to perform full-time services as a Golf Professional, for twenty (20) consecutive days may be cause for termination unless another golf professional, approved by the City, is substituted for a period not to exceed sixty (60) days in any one rolling 365 day period.
- b. Failure to Pay. Concessionaire's failure to pay the City any fees or payment required by this Agreement and continuation of the failure for a period of thirty (30) days after receipt by the Concessionaire of written notice of failure to pay.
- c. Other Default. Concessionaire's neglect or failure to perform or observe any of the terms, provisions, conditions or covenants of this Agreement, and the neglect or failure continues for a period of thirty (30) days after receipt by the Concessionaire of written notice of such neglect or failure or, if more than thirty (30) days shall reasonably be required because of the nature of the default, if Concessionaire fails within the first thirty (30) day period to commence and thereafter to diligently proceed to cure such default.

- d. **Financial Instability.** Concessionaire's insolvency, whether or not demonstrated by the exercise of any benefit of any present or future insolvency statute, general assignment for the benefit of creditors, voluntary petition in bankruptcy or petition to answer, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy laws (to the extent, if any, permitted by 11 USC 365(e)(1) or like law) or any other law or statute of the United States or any state or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, which, in the City's sole discretion, does or could jeopardize the smooth operation of the Concession.
- e. **Dissolution or Abandonment.** Concessionaire dissolves or voluntarily or involuntarily forfeits its corporate charter or abandons all or part of the Golf Course or discontinues conducting its operations in all or part of the Golf Course. Concessionaire may change its corporate ownership and/or structure only with the consent of the Director.
- f. **Waste of Assets.** Contrary to the Operational Manual for the City of Albuquerque Municipal Golf Courses and without the written permission of the Director, the Concessionaire gives away food, beverages, refreshments, services, equipment, discounted tickets, free passes, free play, or fails to provide acceptable concession goods without written approval in advance.
- g. **Failure to Comply with Human Rights Provisions.** Concessionaire fails to comply with federal, state or local ordinances, regulations and rules concerning human rights, discrimination, Americans with Disabilities Act (ADA) and similar provisions.
- h. **Unsatisfactory performance.** Unsatisfactory performance as more fully described in the Definitions and elsewhere in this Agreement.

34. Property Removal and Accounting. After the Concessionaire receives a notice of termination from the City or after termination by the Concessionaire, the Concessionaire and its successors, heirs and assigns and the Concessionaire's employees, agents and contractors shall take no action to remove property belonging to the Concessionaire or the Golf Professional if the property is located in or upon the Golf Course, including the Clubhouse and Concessions, until the Concessionaire has submitted the Final Audit required herein and has paid the City all amounts owed the City. If a dispute exists as to the amount owed, the property shall be retained by the City as security until the resolution of any such dispute.

35. Holding Over. Any holding over by the Concessionaire after termination of the Agreement shall not renew or extend the Agreement, but shall operate and be construed as a tenancy from month to month and Concessionaire agrees to pay to the City double the Minimum Annual Guarantee (prorated on a per diem basis) which is in effect at the end of the regular term of this Agreement plus any Percentage Payment required under this Agreement. The City's acceptance of any payment after termination or after the end of the term of this Agreement shall not operate to give Concessionaire any right to remain in possession nor shall

it constitute a waiver by the City of its right to immediate possession.

36. **Lien by City.** Upon termination of this Agreement for any reason, the City shall have a valid lien upon all property belonging to the Concessionaire on the Golf Course including the Clubhouse and Concessions, until the Concessionaire has cooperated in, the Final Audit required herein and has paid the City all amounts owed to the City, at which time the City shall release its lien on the Concessionaire's property.

37. **Condition of Clubhouse.** Upon termination of the Agreement for any reason the Concessionaire shall deliver possession of the Clubhouse in as good a condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by Acts of God or nature. In the event that the Clubhouse has incurred greater damage due to the Concessionaire's use, then the Concessionaire shall reimburse the City for any required repairs performed by the City or the City may make a claim for such damage against the Concessionaire's bond.

38. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

39. **Enforcement.** The Concessionaire agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

40. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

41. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

42. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Concessionaire certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Concessionaire agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Concessionaire, the Concessionaire will notify the City immediately.

43. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

{INTENTIONALLY LEFT BLANK}

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

CITY OF ALBUQUERQUE

CONCESSIONAIRE

APPROVED BY:

By:

Samantha Sengel, EdD.
Chief Administrative Officer

Date: _____

Date:_____

Recommended By:

David J. Simon
Director, Parks and Recreation Department

Date:_____

Kathleen Oney
Chief Procurement Officer

Date:_____